



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4687

This contract entered into this 19th day of August 2016, by University of Virginia Special Event Medical Management hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From August 19, 2016 through August 18, 2017 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-898 dated February 11, 2016:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated February 12, 2016;
- (3) The Contractor's Proposal dated March 14, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary dated August 18, 2016.

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

By: [Signature]
(Signature)
Larry L. Fitzgerald
(Printed Name)

PURCHASING AGENCY:
By: [Signature]
(Signature)
MATASHA OWENS
(Printed Name)

Title: Health System Chief Financial and Business Development Officer

Title: Buyer Senior



**RFP # MLO-898, Campus Events Emergency Medical
Services Provider, Negotiation Summary for UVA Special Event
Medical Management**

August 18, 2016

1. Contractor's pricing schedule is as follows:

Level 1	
Small, low risk event. Single EMS provider. Non-transport – Call for Community 911 assistance.	\$24.00/hr/provider
Administration/Set-up	\$47.50
Level 2	
Small entertainment, social, or sporting event. Less than 2,500 patrons. Low risk to performers, participants, and patrons. Two (2) EMS providers. Non-transport – Call for Community 911 assistance.	\$24.00/hr/provider
Administration/Set-up	\$70.00
Level 3	
Small to medium entertainment, social, or sporting event. Less than 3,500 patrons. Low risk to performers, participants, and patrons. Three (3) EMS providers. Provides transports when appropriate.	\$24.00/hr/provider
Administration/Set-up	\$115.00
Ambulance	\$25.00
Fuel Surcharge*	\$67.50
Level 4	
Medium sized entertainment, social, or sporting event. Less than 10,000 patrons (<i>smaller events with high risk factors may be staffed as a Level 4</i>). Moderate risk factors to performers, participants, and patrons. Transport ambulance(s) on-site.	\$24.00/hr/provider
	\$26.00/hr/event supervisor
Administration/Set-up	\$185.00
Ambulance	\$25.00
Fuel Surcharge*	\$67.50



**RFP # MLO-898, Campus Events Emergency Medical
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August 18, 2016

Level 5	
Large entertainment, social, or sporting event. Greater than 10,000 patrons <i>(Smaller events with high risk factors may be staffed at Level 5).</i> High risk factors to performers, participants, and patrons. Transport ambulances on-site. Minimum of nine (9) providers.	\$24.00/hr/provider
	\$26.00/hr/event supervisor
	\$50.00/hr/program coordinator
Football Games	
EMS Provider	\$24.00/hr
Event Supervisor	\$26.00/hr
Program Coordinator/ Command Post	\$50.00/hr
ER Physician	\$187.00/hr
Ambulance	\$25.00
Gator	\$25.00
Administration, Set-up, and Supplies	\$275
Fuel Surcharge*	\$67.50
Additional Optional Resources	
EMS Provider	\$24.00/hr
Event Supervisor	\$26.00/hr
Program Coordinator <i>(for large events and Command Post)</i>	\$50.00/hr
ER Physician <i>(medical direction on-site)</i>	\$187.00/hr
Ambulance	\$25.00
Gator Response	\$25.00
Bike Response <i>(2 bikes)</i>	\$50.00
Treatment Trailer	\$100.00
STIP Treatment Tent <i>(includes set up/take down)</i>	\$2,500.00
Cooling Tent <i>(includes set up/take down)</i>	\$1,000.00

* \$0.54/mile x 125 miles (round trip) = \$67.50



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August 18, 2016

2. Section VIII, G. *Fuel Price Increases/Decreases* listed on page 14 of the Request for Proposal is hereby removed in its entirety.
3. Section VIII, P. *Indemnification* listed on page 16 of the Request for Proposal is hereby removed in its entirety.
4. The fuel surcharge rate shall be updated annually at time of renewal in accordance with the Commonwealth of Virginia Standard Mileage Rate.
5. Billable hours shall be for actual work hours on authorized projects/events rounded to the nearest quarter hour.
6. Contractor has disclosed all potential fees. Additional charges will not be accepted.

FROM: UVA Medical Center, Emergency Services Director

TO: James Madison University, Procurement Services

SUBJ: Campus Events Emergency Medical Services Provider

REFERENCE: Request for Proposal, RFP #MLO-898, dated February 11, 2016

1. Table of Contents:

- RFP Cover Sheet
- Proposal
- Attachment A: Offeror Data Sheet
- Attachment B: Small Business Subcontracting Plan
- Attachment C: Resumes for Key Staff

2. Our point of contact is Melanie Welcher, UVA SEMM Program Coordinator, melaniewelcher@virginia.edu, cellular 434-960-1988, office 434-297-7474.

REQUEST FOR PROPOSAL
RFP # MLO-898

Issue Date: February 11, 2016
Title: Campus Events Emergency Medical Services Provider
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 p.m. on March 15, 2016 For Furnishing The Services Described Herein.

OPTIONAL PRE-PROPOSAL: See Special Terms and Conditions

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries for Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five (5) business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

UVA Special Event Medical Management

1205 Stoney Ridge Road

Charlottesville, VA 22902

Date: March 14, 2016

Web Address: _____

Email: thb2p@hscmail.mcc.virginia.edu

By: 
(Signature in Ink)

Name: Thomas H Berry
(Please Print)

Title: Director of Emergency Services

Phone: 434-982-4433

Fax #: 434-244-7539

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_THB_ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; *IF YES* ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY*: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

March 15, 2016

FROM: UVA Medical Center

TO: James Madison University, Procurement Services

SUBJ: Campus Events Emergency Medical Services Provider

REFERENCE: Request for Proposal, RFP #MLO-898, dated February 11, 2016

I. GENERAL

- a. The University of Virginia Medical Center appreciates the opportunity to submit a proposal to provide Campus Events Emergency Medical Services (EMS).
- b. The UVA Medical Center's Special Event Medical Management (SEMM) Department is organized and equipped to support James Madison University campus events beginning 1 July 2016.

II. EXPERIENCE AND STAFFING:

a. Experience:

- SEMM was organized in 2004 and provides medical management and emergency medical care to more than 200 entertainment venues and large public gatherings throughout the Central Virginia Region each year.
- The organization was formed when the size of venues began to exceed the ability for local volunteer EMS agencies to safely support the population at risk.
- Coverage is customized to any sized event ranging from small personal gatherings to major public events servicing 70,000 people (e.g 2010 U2 concert at Scott Stadium and annual UVA football games).

b. SEMM Staffing:

- One full-time Supervisor, one full-time EMS provider, one full-time Administrative Program Director, one full-time Medical Director, and approximately 40 part-time EMS (wage) staff. Resumes for the Supervisor, Administrative Director, and Medical Director are found in Attachment C.
- EMS staffing for SEMM events is primarily provided by prehospital providers who normally work at the UVA Medical Center, in nearby hospitals, and EMS/Fire-Rescue agencies in the Thomas Jefferson EMS region.
- It is an important part of our philosophy to integrate the medical management team with providers from the local area. This collaborative approach benefits patrons, the community, JMU, UVA, and the northwest region of Virginia in three ways.

III. STATEMENT OF NEEDS (*The remainder of this document addresses Section IV of RFP MLO-898 that begins on page 3*):

- a. *Describe in detail your firm's plan to provide emergency medical services at the events listed below. Include a list of proposed personnel, equipment/goods to be used in performing the services, and associated timeline for each event.*

The SEMM Program Coordinator will ensure adequate and appropriate EMS staffing and resources for all events. SEMM is capable of providing EMS providers, Board Certified Emergency Physicians, ambulance(s), gator response, bike response, triage/treatment trailer(s), and STIP (Stabilize Treat In Place) which includes an emergency treatment area with appropriate supplies and equipment for all small and large events.

1. JMU Home Football Games (*Section IV, para A.1. of RFP MLO-898*):

- Associated timeline: 10-12 hours per event to include travel time
- Level 5 Event

- Both Lower and Upper Treatment Rooms are fully stocked with supplies and equipment at the beginning of each season; restocked as needed.
- In the EMS Branch for major events at Bridgeforth Stadium there are 3 Groups;
 - ✓ Response Groups (Interior and Exterior Divisions): Provides immediate treatment and stabilization to patients in and around the venue and transports them to the Treatment Group for further evaluation or to the Transport Group for movement to a medical facility.
 - ✓ Treatment Group
 - ✓ Transport Group
- Interior Response Division: The Interior Division has ALS capable Teams pre-positioned throughout the interior of the facility for rapid access to sick or injured persons.
 - ✓ There are eight (8) single person BLS/ALS capable response units pre-positioned in the interior of the stadium
 - ✓ There are 1-2 BLS/ALS Extraction Teams that will support removal of the patients from inside the stadium to the Treatment Rooms or directly to a transport unit
 - ✓ All Interior Teams should be in place and in service no later than 90 minutes prior to kick off
 - ✓ The designation and response zones are listed below
 - ✓ The team closest to the call should be dispatched
 - ✓ The EMS Operations Officer can assist in making assignments and allocating resources
 - ✓ Team Locations and Response Zones;

Lower Southwest Walking	Responds to Sections 101-108 and 201-203, Club, all access points on the lower concourse.
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Lower Northwest Walking	Responds to sections 109-112 and 209-214, all access points on the lower concourse.
Upper Southwest Walking	Responds to Sections 302-308 and 401-408, Press Box, Suite level, all access points on the upper concourse.
Upper Northwest Walking	Responds to Sections 309-314, 409-415, Press Box, Suite level, all access points on the upper concourse.
North Walking	Responds to Sections 116-121 and 215-222, Band Section.
Northeast Walking	Responds to: Section 1-4, Godwin Breezeway, East Side Box.
Southeast Walking	Responds to Section 5-8, Plecker Athletic Performance Center (APC), visiting team locker room below east stands.
Field Team	Responds to Field Level, Locker rooms (APC), Referee locker rooms.

- Exterior Response Division: The Exterior Division utilizes an assortment of emergency vehicles to provide rapid intervention and transport to sick or injured persons outside the stadium.
 - ✓ Staffing: ALS Gator Team assigned to the Exterior Division; Bike Team assigned to the Exterior Division as needed; Exterior Teams should be in place no later than 3 hours prior to kick off; some events may require an earlier on scene time; at the EMS Operations Officer's discretion these teams may be geographically based (sectored) or may be roving.
 - ✓ Response Area: The immediate footprint of Bridgeforth Stadium; all parking areas adjacent to Bridgeforth Stadium; tunnel access to Convocation Center parking lots; Champions Drive Parking Deck.
- Treatment Group: The Treatment Group utilizes different areas within the venue to provide Physician supervised care to patrons. Patients are treated and released, advised to seek further care on their own or transported to local medical facility for further evaluation and treatment. Staffing for lower and upper treatment areas includes;
 - ✓ Lower Treatment – 1 ALS Provider and Physician
 - ✓ Upper Treatment – 1 ALS Provider
- Transport Group: The Transport Group provides movement of patients inside the venue, assists medically cleared patrons to exit the venue and provides transport to area medical facility. This group provides 3 ALS capable

ambulances controlled by the EMS Operations Officer. Staging areas during the event include;

- ✓ The Godwin Parking Lot
- ✓ Maintenance Level Concourse by the Northwest tower elevator
- ✓ Field Level in the Maintenance Level Concourse by Gate A
- Command and Control
 - ✓ There is an EMS Incident Commander that operates in the unified command center.
 - ✓ The EMS Operations Officer oversees all EMS operations at the event.

2. Home Men's and Women's Basketball games (*Section IV, para A.2. of RFP MLO-898*):

- Associated timeline: 6 hours per event to include travel time
- Level 3 Event
- Staffing includes one ALS ambulance and 4 EMS providers as requested per Athletics. In the event of a transport, 2 EMS providers remain on site at all times during the event. Staffing may be adjusted as needed/requested by Athletics.

3. Commencement Ceremonies (*Section IV, para A.3. of RFP MLO-898*):

- December Commencement
 - ✓ Associated timeline: 8.5 hours per event to include travel time
 - ✓ Level 4 Event
 - ✓ Staffing includes 2 ambulances, supervisor and 6 EMS providers as requested per Public Safety. In the event of a transport(s), 2 EMS

providers at a minimum remain on site at all times during the event. Staffing may be adjusted as needed/requested by Public Safety.

- May Commencement
 - ✓ Associated timeline (all times include travel time): 7.75 hours for Graduate School Commencement; 12 hours for University Ceremony & College of Business; 10 hours for Graduation Ceremony
 - ✓ Level 5 Event
- Response Group: The Response Supervisor will provide direct supervision and coordination of all activities to all response areas. SEMM will provide staffing, equipment and vehicles for 2-ALS capable quick response vehicles (SEMM Gator, SEMM Bike(s), SEMM 14), and ALS capable walking teams to;
 - ✓ Bridgeforth Stadium
 - ✓ Convocation Center
 - ✓ Duke Lawn
 - ✓ Rose Library Lawn (Alumni Centennial Park)
 - ✓ The Quad
 - ✓ UREC East Campus Field
- Patient Care Areas: The Treatment Supervisor will provide direct supervision and coordination of all activities in the patient care areas. Treatment Areas include;
 - ✓ Bridgeforth Stadium Treatment Room: Lower Concourse (Main) and the Festival Treatment Trailer.
 - ✓ Cooling Areas: Godwin Transit STIP and Godwin Transit Misting Tent

- Medical Transportation: Transport Ambulances will be staged at the following:
 - ✓ Bridgeforth Stadium / Godwin Transit Lot
 - ✓ Convocation Center (Saturday only)
 - ✓ Festival Treatment Trailer (Saturday only)
 - ✓ The Quad / Duke Lawn (Saturday only)
- Command, Control, Communications
 - ✓ EMS Incident Command
 - ✓ Operations Supervisor
 - ✓ Response / Treatment Supervisor
 - ✓ Transport Supervisor
- 4. NCAA/CAA Postseason Competitions (*Section IV, para A.4. of RFP MLO-898*)
 - Associated timeline: 6-19.5 hours per event to include travel time (varies dependent upon event).
 - Level 2 or 3 Event.
 - SEMM has provided EMS service to Track & Field, Baseball, Softball and Volleyball in the past 5 years. Typical staffing includes ALS ambulance(s) and 2-8 EMS providers as requested per Athletics. In the event of a transport, at a minimum 2 EMS providers remain on site at all times during the event. EMS Treatment Trailer(s), Bike Team and Gator coverage are available as requested.
- 5. All other special events not listed above (*Section IV, para A.5. of RFP MLO-898*);

- Associated timeline: 6-19.5 hours per event to include travel time (varies dependent upon event).
- Level 2, 3 or 4 Event.
- SEMM has provided EMS service to Parade of Champions, Greek Sing, University Program Board – Spring Convocation Concert, ESPN Game Day and Spring Football Game in the past 5 years. Typical staffing includes ALS ambulance(s) and 2-8 EMS providers as requested per Athletics. In the event of a transport, at a minimum 2 EMS providers remain on site at all times during the event. EMS Treatment Trailer(s), Bike Team and Gator coverage are available as requested.

b. Describe the firm's experience in providing emergency medical services to higher education institutions comparable in size to JMU. (Section IV, para B of RFP MLO-898)

1. The SEMM team is part of the UVA Health System Emergency Services which also serves the University of Virginia. This unique affiliation leverages expertise in not only EMS services, but also Emergency Management.
2. For 12 years, SEMM has an outstanding record of service to the UVA Athletics program and Major Events. Events include football (crowd size of 65,000 maximum), indoor arena events to include basketball (crowd size 15,000), baseball, lacrosse, soccer, field hockey, cross country and track & field. SEMM also provides EMS coverage to the 3-day Spring UVA Graduation exercises that bring in a cumulative total of 60,000+ attendees throughout the weekend.
3. We are vested in providing exceptional quality medical care and given the nature of our interactions our mission is to go above and beyond to provide customer service to the patrons attending these events.

4. Additionally, the SEMM program has several publications in this field of service and has presented at an International Conference related to resuscitation and special event medical topics.
- c. Provide the name(s) and contact information of the individual(s) who will act as the primary contact for JMU. Contact information shall include e-mail, cellular phone, and/or pager number. (Section IV, para C of RFP MLO-898)*
1. Melanie Welcher, Program Coordinator (main contact)
 - ✓ Email: melaniewelcher@virginia.edu
 - ✓ Cellular Phone: 434-960-1988
 - ✓ Office Phone: 434-297-7474
 2. Thomas Berry, Emergency Services Director
 - ✓ Email: thb2p@hscmail.mcc.virginia.edu
 - ✓ Cellular Phone: 434-465-0142
 - ✓ Office Phone: 434-982-4433
 3. Bill Brady, Medical Director
 - ✓ Email: WB4Z@hscmail.mcc.virginia.edu
 - ✓ Cellular Phone: 434-284-1528
 - ✓ Office Phone: 434-924-5360
- d. Describe in detail the qualifications for the staff that would be assigned to perform services at James Madison University to include licenses, certifications, and resumes. (Section IV, para D of RFP MLO-898)*
1. All SEMM staff are licensed and / or certified to practice in the State of Virginia as outlined by the Virginia Department of Health and Office of Emergency Medical Services. All physician level of care is overseen by the American Board of Emergency Medicine. All of the event supervisors and senior staff are credentialed in advanced life support training that is nationally recognized. The Program Coordinator is certified in Sports and Special Events Incident Management certified by the U.S. Department of Homeland Security – FEMA/TEEX.

2. SEMM employs experienced EMT's, AEMT's (Advanced EMT), EMT-I's (Intermediates/Medics), and EMT-P's (Paramedics). All levels of EMT's are required to be certified in American Heart Association Basic Life Support for Health Care Providers (BLS). All Medics and Paramedics are required to be certified in the American Heart Association Advanced Cardiovascular Life Support (ACLS) and Pediatric Life Support (PALS). All SEMM staff undergo routine evaluation and quality review by our Medical Director.
- e. Describe in detail how your firm will collaborate with JMU Athletics and other University personnel and provide recommendations for emergency medical services at future events. (Section IV, para E of RFP MLO-898)*
1. SEMM has an excellent relationship with JMU Athletics and other University personnel. We meet regularly pre and post event, conduct walk-throughs, and participate in risk analysis and threat assessment efforts.
 2. SEMM has been a partner in the planning of events as well as providing in-depth knowledge and suggestions regarding emergency medical care and emergency preparedness as requested by Public Safety.
 3. SEMM has provided input regarding the Bridgeforth Stadium Severe and Fair Weather Policy.
- f. Describe your firm's plan for coordinating emergency response protocols with JMU Department of Sports Medicine for all on-field/on-court emergency situations at covered athletic events. (Section IV, para F of RFP MLO-898)*
1. Our staff has served as a resource to the sports medicine staff for the past 5 years. SEMM reviews protocols and participates in pre-season planning exercises as well as partners with JMU Athletic Physicians to provide on-site training pre-event with sports medicine staff and SEMM staff to encourage a great working relationship.
 2. Our interactions to date are excellent and have proven to be invaluable when utilized; as evidenced by last years (2015) on field assessment, treatment, removal and transport of an injured player to the University of Virginia Medical Center Emergency Department.

- g. Describe in detail your firm's invoicing process to include timeframe for submission to client after event. (Section IV, para G of RFP MLO-898)***

Invoicing is based on actual time of event to include preparation, travel to and from and on-site time. Invoices will be emailed to JMU Accounts Payable and the designated contacts for each event. Every effort is made to provide the invoice(s) weekly on the Tuesday following the event. All invoices are emailed monthly no later than the 15th day of the month following the actual event. Invoices may be paid by check or credit card within 30 days of the date of invoice.

ATTACHMENTS

- Attachment A: Offeror Data Sheet
- Attachment B: Small Business Subcontracting Plan
- Attachment C: Resumes for Key Staff

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** The UVA Health System's, Emergency Services, Special Event Medical Management (SEMM) Department is organized and equipped to support the James Madison University Athletics and Special Events and if selected, the four one-year renewal option years that follow. SEMM was organized in 2004 and provides medical management and emergency medical care to more than 250 athletic, entertainment and large public gatherings throughout the Central Virginia region each year. Together, our team of emergency medical professionals has over 100 years of EMS and emergency management and preparedness experience. SEMM manages a \$400,000 expense budget and maintains an asset inventory of \$800,000.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 12 Months

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
UVA Athletics – Facilities & Game Operations	2004 – Present	University Hall P.O. Box 400822 Charlottesville, VA 22904-4822	Jason Bauman, Associate Director of Athletics for Facilities & Operations 434-982-4652
UVA Office of Major Events	2004 – Present	Leake Cottage P.O. Box 400139 Charlottesville, VA 22904-4139	Pamela Higgins, Executive Director of Major Events 434-982-3099
SMG – John Paul Jones Arena	Summer 2006 – Present	P.O. Box 400862 Charlottesville, VA 22904	Jason Pedone, General Manager 434-924-4288
nTelos Wireless Pavilion	July 2005 – Present	P.O. Box 2318 Charlottesville, VA 22902	Kirby Hutto, Venue Manager 434-245-4920
Virginia Polo Center	2008 – Present	1082 Forest Lodge Lane Charlottesville, VA 22903	Lou Lopez, General Manager 434-979-0293
James Madison University Athletics	2011 – Present	Convocation Center Room 101 Harrisonburg, VA 22807	Ty Phillips, Director of Athletic Facilities and Services 540-568-8810
Signature Science	2012 – Present	P.O. Box 660362 Austin, TX 78766-7362	Jeff Prough, Program Manager 512-583-2486

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Offeror & other responsible parties of contract	Address
Thomas H. Berry, Director of Emergency Services	University of Virginia Medical Center P.O. Box 800911 Charlottesville, VA 22908
Melanie R Welcher, Program Coordinator	UVA Special Event Medical Management 1205 Stoney Ridge Road Charlottesville, VA 22902
Director of Contracts Management	University of Virginia Medical Center P.O. Box 800778 Charlottesville, VA 22911

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

☐ YES ☒ NO

IF YES, EXPLAIN:

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Thomas H. Berry **Preparer Name:** Melanie R Welcher

Date: March 14, 2015

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No **X**

If yes, certification number: Certification date:

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No **X**

If yes, certification number: Certification date:

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No **X**

If yes, certification number: Certification date:

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No **X**

If yes, certification number: Certification date:

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____
Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Bid/Proposal and Subsequent Contract

Date Form Completed

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



February 12, 2016

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-898**
Dated: **February 11, 2016**
Commodity: **Campus Events Emergency Medical Services Provider**
RFP Closing On: **March 15, 2016 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

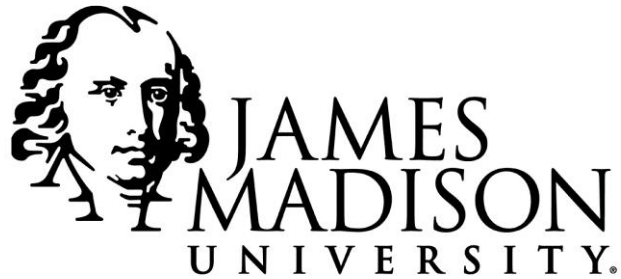
1. Reference RFP Section VIII. *Special Terms and Conditions*, Item W. *Optional Pre-Proposal Conference*.

An optional pre-proposal conference will be held at 2:00 p.m. on February 25, 2016 at the JMU Convocation Center located at 895 University Blvd, Harrisonburg, VA 22807. Offerors should enter through Gate C and arrive early to obtain a parking pass prior to the pre-proposal conference. Parking is available at the JMU Convocation Center.

Signify receipt of this addendum by initialing “*Addendum #1*” on the signature page of your proposal.

Sincerely,

Matasha Owens, MPA, VCO, CUPO
Buyer Senior



Request for Proposal

RFP # MLO-898

**Campus Events Emergency Medical
Services Provider**

February 11, 2016



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # MLO-898

Issue Date: February 11, 2016
Title: Campus Events Emergency Medical Services Provider
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 p.m. on March 15, 2016 For Furnishing The Services Described Herein.

OPTIONAL PRE-PROPOSAL: See Special Terms and Conditions

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries for Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five (5) business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # MLO-898

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract for a Campus Events Emergency Medical Services Provider for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

A. JMU ATHLETICS:

The University sponsors an 18-sport intercollegiate athletics program that competes at The Division I level of the National Collegiate Athletic Association. JMU is also affiliated with the Colonial Athletic Association, of which it was a charter member in 1985, and with the Eastern College Athletic Conference.

JMU has men's athletic programs in baseball, basketball, football, golf, soccer, and tennis. Approximately half of all JMU Football games are currently broadcasted on national and regional television while 4-6 basketball games are annually broadcasted. The balance of games are streamed in HD over free MadiZone platform.

For women, the University offers programs in basketball, cross country, field hockey, golf, lacrosse, soccer, softball, swimming and diving, tennis, track and field (indoor and outdoor), and volleyball. Many of these sporting events are also streamed in HD over free MadiZone platform.

B. EMERGENCY MEDICAL SERVICES AT CAMPUS EVENTS:

JMU currently has a term contract with University of Virginia Health System – Special Event Medical Management (SEMM) for campus event emergency medical services that will reach final expiration on June 30, 2016. The current Contractor provides support for all home football, men's and women's basketball games including all post-season opportunities; select special athletic events; CAA & NCAA post-season events for all sports hosted on campus (e.g. NCAA Softball Tournament, CAA Baseball Championship); University Major events such as Winter and Spring Commencements; and other select events (e.g. UPB Concert and other events where crowd or risk warrants coverage). Event support is provided at different service levels dictated by a number of factors such as expected attendance, nature of events and risk, visibility, environmental/weather factors, etc. The level of service needed for each event is determined by JMU Event Operations, Sports Medicine, and Public Safety in consultation with the Contractor.

Emergency medical services are also provided at various small events held on campus approximately 4 – 6 times annually. Services provided typically include an on-site vehicle and trailer, if needed, with a small emergency medical services staff. Attendance at these events are usually much smaller; however, the length of the event could be a long day or several days as in the case of a track meet or post-season conference or NCAA tournament.

C. ATHLETIC VENUES:

1. Bridgeforth Stadium:

The Bridgeforth Stadium seats approximately 25,000 and is used for Football Games, May Commencement, and other special events. The stadium has a fully functional command center (unified command structure) with representatives from all key stakeholders including the Emergency Medical Services Provider, two (2) first aid rooms, six (6) levels, and frequently mobilized EMS roaming patron areas as well as two (2) or three (3) EMS vehicles on-site.

2. Convocation Center:

The Convocation Center seats approximately 6,500 and is used for Basketball games, December and May commencement ceremonies, and numerous other special events. The Convocation Center has a limited command center with no first aid rooms. An EMS vehicle is typically located just outside the door with staff positioned close to the vehicle but visible to the seating areas.

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

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. **STATEMENT OF NEEDS**

James Madison University seeks to establish a partnership with an experienced firm to provide emergency medical services and support at on-campus events to include football games, men's and women's basketball games, commencement ceremonies, and other special events as requested by the University. Services may include first aid room services, transport EMS services, walking EMS services, mobile unit EMS services, physician medical direction, and event supervisors for the Command Center. Contractor shall provide all necessary supplies to perform services, including the furnishing of all first aid rooms utilized by the Contractor.

The Contractor shall be fully licensed by the Commonwealth of Virginia Department of Health, Office of Emergency Medical Services (OEMS) to provide the stand-by emergency medical services. The Contractor shall be licensed for Advanced Life Support (ALS) in Emergency Ground Transport. At the request of the University, the Contractor shall attend and participate in event planning meetings held on campus including but not limited to pre-season Football and Basketball meetings.

Written reports shall be maintained by the Contractor for all patients, including refusals, in accordance with the OEMS regulations. Medications stocked shall be kept in a secure environment and specific records of drugs administered shall be recorded in the written reports in compliance with any applicable DEA/Board of Medicine policies on medication management and dispensing. Data reports shall be supplied to the University by the Contractor within 48 hours following each event and contain number of patients seen, refusals, and transports as well as an overview of injuries/illnesses.

Offerors shall address each of the following:

- A. Describe in detail your firm's plan to provide emergency medical services at the events listed below. Include a list of proposed personnel, equipment/goods to be used in performing the services, and associated timeline for each event.
 1. Home Football games.
 2. Home Men's and Women's Basketball games.
 3. Commencement ceremonies.
 4. NCAA/CAA Postseason Competitions.
 5. All other special events not listed above.
- B. Describe the firm's experience in providing emergency medical services to higher education institutions comparable in size to JMU.
- C. Provide the name(s) and contact information of the individual(s) who will act as the primary contact for JMU. Contact information shall include e-mail, cellular phone, and/or pager number.
- D. Describe in detail the qualifications for the staff that would be assigned to perform services at James Madison University to include licenses, certifications, and resumes.
- E. Describe in detail how your firm will collaborate with JMU Athletics and other University personnel and provide recommendations for emergency medical services at future events.
- F. Describe your firm's plan for coordinating emergency response protocols with JMU Department of Sports Medicine for all on-field/on-court emergency situations at covered athletic events.
- G. Describe in detail your firm's invoicing process to include timeframe for submission to client after event.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.

- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

- 2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
- 3. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
- 3. Offeror Data Sheet, included as Attachment A to this RFP.
- 4. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
- 5. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
- 6. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

- B. **AWARD:** The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion state the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the information interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed service are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VII. GENERAL TERMS AND CONDITIONS (Revised 8/18/15 ABS)

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that

they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or

hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise 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 Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. 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.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed 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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>). The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for

employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).)*
 5. Health Care Practitioner - \$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the Code of Virginia
(<http://law.lis.virginia.gov/vacode/8.01-581.15/>) §8.01-581.15).
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. 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, 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.

- T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of

the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time

Street or Box No.	RFP Number	

City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. FUEL PRICE INCREASES/DECREASES: If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Gasoline (WPU0571) category of the Producer Price Index of the United States Bureau of Labor Statistics for the latest twelve months of which statistics are available.
- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- J. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, *(to include government/state agencies, political subdivisions, etc.)*, cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- L. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same

pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- M. 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 a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- N. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public,
- O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.
- T. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, affiliates, and spectators will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- U. HIPAA – CONFIDENTIALITY AND RECORDS: The Contractor assures that information and data obtained during the performance of this contract, to include personal facts and circumstances related to patients shall be considered confidential during and following the term of this contract and will not be divulged except as expressly permitted or required by applicable law. Contractor acknowledges and agrees that it is a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), and will comply with all applicable requirements of HIPAA, including without limitation, security standards.
- V. CONTINUITY OF SERVICES:
- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- W. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at **2:00 p.m. on February 25, 2016** at the JMU Convocation Center located at 895 University Blvd, Harrisonburg, VA 22807. Parking is available at the Convocation Center. Offerors should enter through Gate C and arrive early to obtain a parking pass prior to the pre-proposal conference. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY MATASHA OWENS AT 540-568-3137 NO LATER THAN 5:00 P.M. ON FEBRUARY 22, 2016.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years_____ Months_____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

6. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN:_____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____
Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Bid/Proposal and Subsequent Contract

Date Form Completed

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

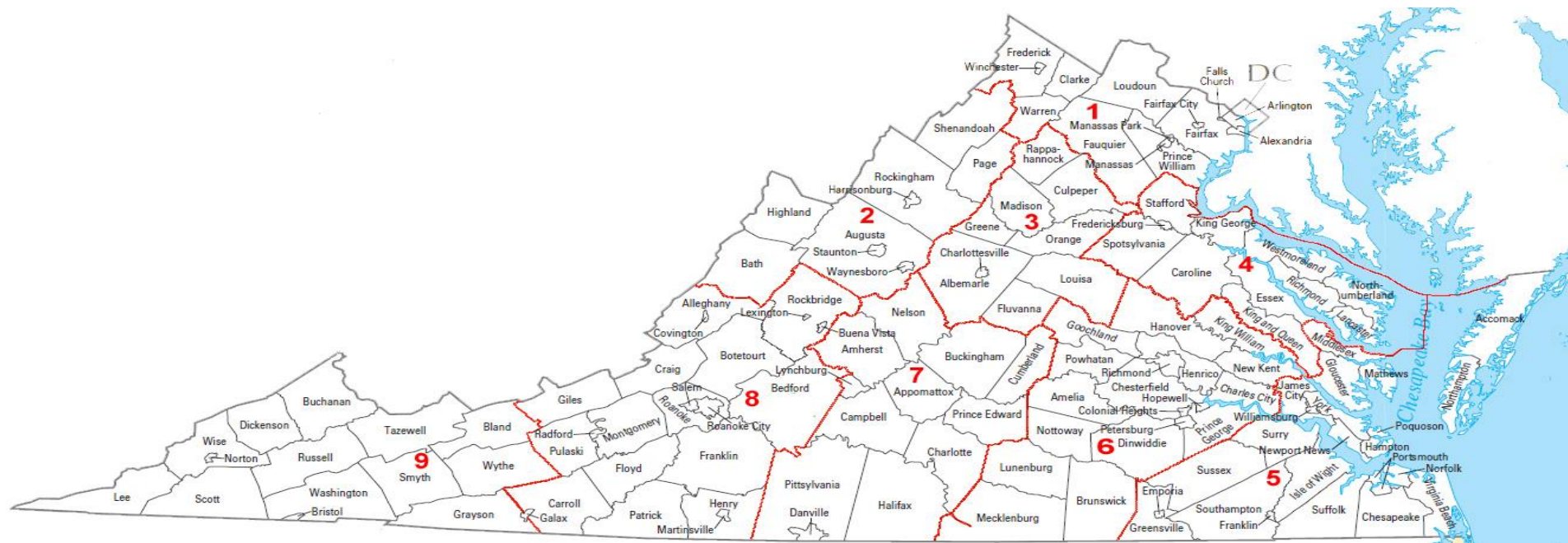
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)