JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5993

This contract entered into this 18th day of March 2021, by **Shobeck, Inc (dba Spectrum Integrators)** 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 March 18, 2021 through March 17, 2022 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 SCK-1095 dated November 3, 2020:
  (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

(3) The Contractor's Proposal dated December 1, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  (a) Negotiations Summary, dated March 12, 2021

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

CONTRACTOR:	PURCHASING AGENCY:
By: Digitally signed by Steve Hobeck DN: cn=Steve Hobeck, o=Spectrum Integrators, ou, email=steveh@spectrumintegrators.com, c=US Date: 2021.03.18 12:37:56 -04'00'	By:
(Signature)	(Signature)
Steve Hobeck	Savana Krotita
(Printed Name)	(Printed Name)
Title: President	Title: Buyer Specialist

Rev. 10/14/09

JAMES MADISON UNIVERSITY

RFP # SCK-1095, Audio Visual Event Services
Spectrum Integrators
3/12/2021
Negotiations Summary

1. Pricing shall be in accordance with the final pricing list provided by Spectrum Integrators. (*See Section X pricing list)*

2. The Contractor has confirmed that there shall be no additional miscellaneous or incidental fees that have not been identified in the contract. There are no hidden charges, normal contract exclusions apply.

3. The Contractor agrees that no deposits are required prior to events unless otherwise negotiated and agreed upon between parties on a case-by-case basis.

4. The Contractor agrees to secure purple draping for JMU events upon contract award. Draping can be provided on a case-by-case basis with at least 21-day notice.

5. In case of equipment failure, the Contractor agrees to provide back-ups to key equipment items on-site. Additionally, Contractor agrees to utilize affiliate resources in case of emergency to prevent breach of contract.

6. JMU student employees will be allowed to be used for mobilizing equipment as long as they are trained on basic procedures for lifting and moving objects. This training will be maintained and administered by James Madison University.

7. The Contractor acknowledges and agrees to the force majeure clause outlined in SCK-1095 as it pertains to cancellation policy.

8. As an agency of the Commonwealth of Virginia, James Madison University makes payment(s) in accordance with the *Code of Virginia*, §2.2-4347 through 2.2-4354, Prompt Payment.

9. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# SCK-1095.

Response to Proposal
RFP#: SCK-1095
Audio Visual Event Rental Services

Issuing Agency:	James Madison University
Issue Date:	November 3, 2020
Closing Date:	December 3, 2020

Prepared by:

Spectrum Integrators

SWAM # 10285

DCJS# 11-17121

Steve Hobeck, President

434-977-2797, X46 office

[redacted] **cell**

steveh@spectrumintegrators.com

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REQUEST FOR PROPOSAL
RFP# SCK-1095

Issue Date: November 3, 2020

Title: Audio/Visual Events Rental Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
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 PM on 12/3/20 for Furnishing The Services Described Herein.

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: Savana Koteita, Buyer Specialist, Procurement Services, koteitsc@jmu.edu; 540-568-4280; (Fax) 540-568-7935 not later than five 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:

Shobeck, Inc. (dba Spectrum Integrators)

1135 Millmont St

Charlottesville, VA 22903

By: _____ *(Signature in Ink)*

Name: Steve Hobeck *(Please Print)*

Date: 12/1/2020

Title: President

Web Address: spectrumintegrators.com

Phone: 434.977.2797, x46

Email: steveh@spectrumintegrators.com

Fax #: _____

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 an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Rev. 7/2/20

II. INTRODUCTION

Founded in 1975 under the name Heinz Musitronics, it started as a local music store that also dabbled in church audio installations. In 2002, Steve Hobeck purchased Heinz Musitronics with the vision of growing the business to meet customer demand in the installation realm. With one employee focusing on retail and Steve focusing on installations, the business grew quite nicely until 2008, when the economy hit a major recession. At this time a transition was made from a music-store-centric business to a commercial AV company. In 2009, now with five employees, the business name was changed to Heinz ProAV in order to better reflect the evolving nature and growth of our AV installation and events activities. In 2018, with twelve employees, we once again made another name change to Spectrum Integrators. It was at this time we made a strategic decision to enter into the newly emerging Low-Voltage contracting area – adding security, structured cabling, and several other technologies that fall under this category, as well as significantly expanding our events services. The growth and evolution of our business has been driven by the evolving needs of our customers and the advancement of new and/or evolving technologies. We are now a very different company than were eighteen years ago. Spectrum Integrators, our new name, more accurately describes who we are and what we do. What started out as a small, local music store has now become a highly competitive commercial AV and Low Voltage (LV) design-build, and AV events business.

III. SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION

As a SWAM and Micro certified business, we appreciate the value this has been to businesses like ours, and because of this we strive to seek out and form mutually beneficial partnerships with other small businesses where the two together are able to leverage the strengths of each other to be able to offer great solutions than either alone could. Below in ATTACHMENT B are included two such companies that we will be working with that embodies this philosophy.

IV. STATEMENT OF NEEDS

Spectrum Integrators, as outlined in the RFP, shall furnish all necessary equipment, resources, and planning to ensure successful events where our services are rendered. Following is our response that hopefully is compelling enough to install confidence that we can handle any event that may come our way. As requested, our response format follows the specifications as outlined in section V.A.3.c.

A. General

1. Audio-Visual Event Capability (by Venue Size/Type)

a) Large-Scale Concerts

One of our core strengths is our ability to be a one-stop-shop – providing solutions regardless of size and scope. Though we don't actively pursue large scale concert opportunities we are fully capable of handling any size event. Presently, with our current equipment inventory we can handle event sizes up to 5000. For larger events we have a partnership with The Sound Live (located in Charlottesville, VA) for large-scale audio systems, and 340 Productions (located in Charlottesville, VA) for large scale video production services. These strategic partnerships allow us to say "yes" to any large-scale event request that comes our way. In the event that we do call on them, we still oversee the planning and execution of the project.

Because of these strategic partnerships, we are able to supply all the required equipment and resources to support even the largest of events. Our equipment and services include but are not limited to the following: large-scale audio, video, and lighting systems, rigging structure, video production, teleprompter, closed captioning, assisted listening, live-stream services, AV event design services, and skilled tech support/stage hands.

b) Large-Scale Events

We have the capability of handling any large-scale event, whether it be inside or outside. Our current inventory of equipment enables us to run many events simultaneously. As an example, we have successfully managed and staffed up to 32 UVA graduation events including their main Final Exercises in a single weekend with equipment and tech resources. We have been doing this for the past 7 years. Our equipment and services include but are not limited to the following: audio and video systems, lighting, video production, teleprompter, closed captioning, assisted listening, live-stream services, AV event design services, and skilled tech support.

c) Small-Scale Events

We are able to provide AV services for all small-scale events; and as already mentioned above, we can handle multiple events simultaneously. Our equipment and services include but are not limited to the following: audio and video systems, lighting, video production, teleprompter, closed captioning, assisted listening, live-stream services, AV event design services, and skilled tech support.

2. Event Turnaround Time

We are often put in the position of having to cover quick turn-around events. This is a regular occurrence with our largest event customer, UVA. We are able to move very quickly on a project, both design and execution, because of the depth of our staff expertise and experience in managing last minute requests. We also maintain a significant experienced part-time that assist us in these situations. For these reasons we almost never say "no" to a request. For example, if we were to receive a call today for an event tomorrow, we would immediately assign the necessary resources to work with the customer event team to determine event system requirements and the scope of work, and submit a quote within hours of the request. Simultaneously, we would be assembling the necessary resources to support the event. Of course, this is doable for most small-scale events and some large-scale events, providing the AV requirements are not out of the ordinary.

3. Event Proposal Leadtime

Depending on the scope of the event we generally will submit a quote within 5 business days of the request. If, however, a quicker turn-around is required we can provide a quote within 24 hours, and in some cases the same day.

4. Dress Code

All of our event staff are required to wear a company logo shirt for all events. For events (other than concerts) they are required to wear a long sleeve button down shirt or a business casual polo, depending on the type of event, as well as business casual pants and shoes. For concerts they are permitted to wear a company logo t-shirt. All staff are instructed to produce an ID when requested.

5. Warranty

All our equipment is warranted to function as designed. If we discover a problem with any gear at any time, we will replace it at no additional charge. In many cases we bring "backup" gear on

site and stage it for this purpose. If for any reason our service does not meet our client's expectation, we will work to immediately resolve this issue at no additional charge.

6. Cancellations

   Our cancellation policy is as follows:

   - Day of reservation date: 100% of the total rental price will be charged
   - Day before reservation date: 50% of the total rental price will be charged
   - Two of more days prior to reservation date: No Charge
   - All cancellations must be confirmed in writing.

7. Staff Certifications & Licenses

   Below is a summary list of certifications and licenses that are held by one or more of or staff.

   Spectrum Integrators

   - AVIXA, CTS
   - Shure, Integrated System Level 1 & 2
   - Shure, Master Class – Wireless & Microflex
   - Biamp, Tesira Forte
   - Audinate, Dante Level 1 & 2
   - QSC, Q-SYS Level 1 Programming
   - Planar, Video Wall Installation
   - Crestron, Commercial System Design, CTI-CSD
   - OHSA 10 & OSHA 30
   - Virginia, Security Compliance Agent
   - Virginia, Class A Contractor License, ESC

   340 Productions (subcontractor for large-scale events)

   - Video Director, Video Engineer, and Live-streaming producer
   - LED Tech, Media Server Tech, Projectionist, Camera Operator, Robo Operator
   - Media Server Specialist: Green Hippo, Catalyst, Mbox
   - Fiber Tech: Conversion and Repair
   - LED Tech: ROE, Brampton, Lighthouse
   - Video Switcher: Ross, Grass Valley, Panasonic, Sony
   - Projection: Christie, Barco, Panasonic
   - Camera Operation and Maintenance: Sony, Panasonic, Grass Valley, Marshall, Black Magic
   - Video Broadcast and Livestream

8. Invoicing Procedure

   After the event is complete, we will submit an invoice to JMU as specified in the RFP Section VII. Following is a sample proposal with the corresponding invoice.

Spectrum Integrators
1135 Millmont St.
Charlottesville, VA 22903
Ph: (434) 989-6885

EVENT QUOTE

Invoice to:	Delivery Address:	Job # 594049
James Madison University 800 S Main Street, Harrisonburg, VA 22807 **Contact:** Jane Smith **Phone:** 555.555.5555 **Fax:** **Email:**	James Madison University 800 S Main Street, Harrisonburg VA 22807 **Room:** Outdoor Pavilion **Contact:** Jane Smith **Phone:** **Cell:** **Email:**	**Order Status:** Active **Order Date:** 12/01/2020 **Sales Person:** **Email:**

Delivery	Setup	Show
12/20/2020, -	12/20/2020, -	12/21/2020, -
End	**Pickup**	**Job Modified:**
12/28/2020, -	12/28/2020, -	Dec 1 2020 3:43PM

JOB DESCRIPTION: James Madison University - Large Outdoor Event

Outdoor Pavilion

Quantity	Description	Duration	Price	Subtotal
1	Live Video Production Package	1 Weeks	$15,500.00	$15,500.00
1	HD Broadcast Switcher System			
1	HD Broadcast Camera			
1	75:1 HD Field Lens			
1	60:1 HD Field Lens			
1	HD Wide Angle Lens			
1	KiPro Record Racks			
1	24 Ch Audio Mixer			
1	Video Wall Package	1 Weeks	$23,500.00	$23,500.00
1	Video Wall (10x17)			
1	Video Wall Stacking Kit			
1	Video Wall Power Distro			
1	Video Wall Processor			
1	Large PA System - 5000/person space	1 Weeks	$2,500.00	$2,500.00
2	15" Speaker, Passive			
5	22", Speaker, Subwoofer			
Total Outdoor Pavilion				$41,500.00

SAMPLE PROPOSAL

LABOR

Quantity	Employee	Task	Duration	Rate	Subtotal
2	Delivery	Setup	8 Hour(s)	$50.00	$800.00

LABOR

Quantity	Employee	Task	Duration	Rate	Subtotal
1	Event Manager	Event Manager	3 Day(s)	$750.00	$2,250.00
1	Video Engineer	Video Production	3 Day(s)	$800.00	$2,400.00
2	Delivery	Breakdown	8 Hour(s)	$50.00	$800.00
Total LABOR					$6,250.00

Rental Total:	$41,500.00
Sale Total:	$0.00
Product Total:	$41,500.00
Service Charge:	$0.00
Damage Waiver:	$0.00
Labor:	$6,250.00
Delivery/Misc:	$0.00
Tax:	$0.00
Job Total:	**$47,750.00**

Notes:

Large Venue Event
Services to Include:

1. Delivery
2. Speaker Setup
3. Video Wall Setup
4. Video Broadcast Setup
5. Event Management
6. System Operation
7. Breakdown

DISCLAIMER:

RENTAL TERMS:
All equipment must be returned in same condition as received. If repair or cleaning is required, a fee may be charged.
CANCELLATION POLICY > Day of reservation date: 100% of the total rental price will be charged > Day before reservation date: 50% of the total rental price will be charged > Two or more days prior to reservation date: No Charge

Spectrum Integrators

1135 Millmont Street
Charlottesville. VA 22903

Invoice

Date	Invoice #
12/1/2020	301167

Bill To
James Madison University Jane Smith 800 S. Main Street Harrisonburg VA 22807

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	Large Outdoor Rental Event 12/20/20 - 12/28/20 - Equipment	41,500.00	41,500.00
1	Large Outdoor Rental Event 12/20/20 - 12/28/20 - Labor	6,250.00	6,250.00

SAMPLE INVOICE

Visa, MasterCard, Discover and American Express are gladly accepted. Use of credit card to pay open balances are subject to a 3% merchant service fee

Total $47,750.00

Phone #
434.977.2797

9. Scheduling Conflicts

In the event there is a scheduling conflict, we will make every effort give priority to JMU. In our history of doing events we have rarely had a situation where we had an unresolvable conflict, however, if this happens we will reach out to one of several AV event companies that we have a mutually beneficial relationship with to help us out. They would take the non-JMU event so we can focus on JMU.

B. Equipment

1. Provision of AV Equipment

We maintain a significant level of inventory of AV equipment that will cover almost any type event, with the exception of equipment required for a large-scale concert, which in this case we have established two partnerships, both of which maintain the balance of the inventory for any large-scale event. We also use a rental software system that schedules and tracks equipment so that we do not over commit any give items.

2. Provision of Ancillary Equipment

As with our AV equipment inventory, we maintain a comprehensive list in our rental software system all ancillary equipment necessary to support the AV equipment. Because we identify every item required for an event, the software alerts us if there is a shortage of any item. In this case, we will purchase or rent any items necessary to ensure we have a full complement of equipment required.

3. AV Equipment List

An itemized list of all AV equipment and cost is included in section VII - PRICING SCHEDULE – ***SECTION X*** (V.B.7.).

4. Deliver, Load-in, and Load-out Logistics

Coordination of the delivery, set-up, tear down, and pick up of equipment is handled by our Event Manager. He will coordinate with the client the time and location, as well as any special parking requirements. He also assigns staff and specific tasks to ensure the most efficient load-in/load-out process. Associated cost are included in section VII PRICING SCHEDULE – ***SECTION X*** (V.B.7.).

5. Media Feeds

We have multiple methods of providing a media feed. For audio, the most common is via a mult-box of which we have several in our inventory. For video can provide a direct feed from a video production distribution device. We can send video with embedded audio or a separate feed for both.

C. Service

1. Event Staff Qualifications

Following is a list of staff and qualifications that would likely be involved in supporting events.

SPECTRUM INTEGRATORS

Name	Title	Education	Years in AV	Expertise
Steve Hobeck	President, Sr. Design Engineer	[redacted]	[redacted]	[redacted]
Wilson Foster	AV Engineer	[redacted]	[redacted]	[redacted]

Ben Hobeck	AV Engineer			
Jonathan Dean	AV Programmer			
Jeff Urquhart	Production Manager			
Vicente Arroyo	Event Tech			
Jayon Falsini	Event Tech			
Sean Dart	Event Tech			
Nicole Jones	Event Tech			

340 PRODUCTIONS (subcontractor for large-scale events)

Name	Title	Education	Years in AV	Expertise
Ryan Gall	Managing Partner			
Bryan Bieber	Managing Partner			
Eric Roderick	Production Manager			
Nick Kosut	Video Engineer			

THE SOUND LIVE (subcontractor for large-scale events)

Name	Title	Education	Years in AV	Expertise
Scott Honsburger	Production Manager			
Mark Graham	Production Manager			
Sean Baldwin	AV Tech			
Anthony Stillson	AV Tech			

2. Pre-Event Consultation and Guidance

For every event we follow a design-implementation process that helps ensure that we fully understand the AV scope and technical requirements of the event. This process includes the following:

- Initial discussion with client to understand the scope and specifications of the project.

- Create a scope of work statement and review with the client
- Conduct site visit with client (for some small events this may not be necessary)
- Collaborate with client on solution recommendations and options
- Create a system design and review with client
- Create a quote based on scope and system design
- Submit quote and design for review and approval

3. Sample Quotes

a) Small Event

Spectrum Integrators
1135 Millmont St.
Charlottesville, VA 22903
Ph: (434) 989-6885

SPECTRUM INTEGRATORS

EVENT QUOTE

Invoice to:	Delivery Address:	Job # 594172
James Madison University 800 S Main Street, Harrisonburg, VA 22807 **Contact:** Jane Smith **Phone:** 555.555.5555 **Fax:** **Email:**	James Madison University 800 S Main Street, Harrisonburg VA 22807 **Room:** **Contact:** Jane Smith **Phone:** **Cell:** **Email:**	**Order Status:** Active **Order Date:** 12/02/2020 **Sales Person:** **Email:**

Delivery	Setup	Event
12/14/2020, -	12/14/2020, -	12/14/2020, -
Breakdown	**Pickup**	**Job Modified:**
12/15/2020, -	12/15/2020, -	Dec 2 2020 9:45AM

JOB DESCRIPTION: JMU Small Event Audio Reinforcement

Quantity	Description	Duration	Price	Subtotal
1	Small Audio Package	1 Days	$200.00	$200.00
2	Speaker, 8", Passive			
2	Speaker Stand			
1	Mixer/Amp			
2	Speaker Cable, 50ft			
1	25ft Power Cord			
Total				$200.00

SAMPLE SMALL EVENT QUOTE

LABOR

Quantity	Employee	Task	Duration	Rate	Subtotal
1	Loader	Setup	1 Hour(s)	$50.00	$50.00
1	Loader	Breakdown	1 Hour(s)	$50.00	$50.00
Total LABOR					$100.00

Rental Total:	$200.00
Sale Total:	$0.00
Product Total:	**$200.00**
Service Charge:	$0.00
Damage Waiver:	$0.00
Labor:	$100.00
Delivery/Misc:	$0.00
Tax:	$0.00
Job Total:	**$300.00**

DISCLAIMER:

RENTAL TERMS:
All equipment must be returned in same condition as received. If repair or cleaning is required, a fee may be charged.
CANCELLATION POLICY > Day of reservation date: 100% of the total rental price will be charged > Day before reservation date: 50% of the total rental price will be charged > Two or more days prior to reservation date: No Charge

b) Large Event

Spectrum Integrators
1135 Millmont St.
Charlottesville, VA 22903
Ph: (434) 989-6885

SPECTRUM INTEGRATORS

EVENT QUOTE

Invoice to:	Delivery Address:	Job # 594049
James Madison University 800 S Main Street, Harrisonburg, VA 22807 **Contact:** Jane Smith **Phone:** 555.555.5555 **Fax:** **Email:**	James Madison University 800 S Main Street, Harrisonburg VA 22807 **Room:** Outdoor Pavilion **Contact:** Jane Smith **Phone:** **Cell:** **Email:**	**Order Status:** Active **Order Date:** 12/01/2020 **Sales Person:** **Email:**

Delivery	Setup	Show
12/20/2020, -	12/20/2020, -	12/21/2020, -
End	**Pickup**	**Job Modified:**
12/28/2020, -	12/28/2020, -	Dec 1 2020 3:43PM

JOB DESCRIPTION: James Madison University - Large Outdoor Event

Outdoor Pavilion

Quantity	Description	Duration	Price	Subtotal
1	Live Video Production Package	1 Weeks	$15,500.00	$15,500.00
1	HD Broadcast Switcher System			
1	HD Broadcast Camera			
1	75:1 HD Field Lens			
1	60:1 HD Field Lens			
1	HD Wide Angle Lens			
1	KiPro Record Racks			
1	24 Ch Audio Mixer			
1	Video Wall Package	1 Weeks	$23,500.00	$23,500.00
1	Video Wall (10x17)			
1	Video Wall Stacking Kit			
1	Video Wall Power Distro			
1	Video Wall Processor			
1	Large PA System - 5000/person space	1 Weeks	$2,500.00	$2,500.00
2	15" Speaker, Passive			
5	22", Speaker, Subwoofer			
Total Outdoor Pavilion				$41,500.00

SAMPLE LARGE EVENT QUOTE

LABOR

Quantity	Employee	Task	Duration	Rate	Subtotal
2	Delivery	Setup	8 Hour(s)	$50.00	$800.00

LABOR

Quantity	Employee	Task	Duration	Rate	Subtotal
1	Event Manager	Event Manager	3 Day(s)	$750.00	$2,250.00
1	Video Engineer	Video Production	3 Day(s)	$800.00	$2,400.00
2	Delivery	Breakdown	8 Hour(s)	$50.00	$800.00
Total LABOR					$6,250.00

Rental Total:	$41,500.00
Sale Total:	$0.00
Product Total:	$41,500.00
Service Charge:	$0.00
Damage Waiver:	$0.00
Labor:	$6,250.00
Delivery/Misc:	$0.00
Tax:	$0.00
Job Total:	**$47,750.00**

Notes:

Large Venue Event
Services to Include:

1. Delivery
2. Speaker Setup
3. Video Wall Setup
4. Video Broadcast Setup
5. Event Management
6. System Operation
7. Breakdown

DISCLAIMER:

RENTAL TERMS:
All equipment must be returned in same condition as received. If repair or cleaning is required, a fee may be charged.
CANCELLATION POLICY > Day of reservation date: 100% of the total rental price will be charged > Day before reservation date: 50% of the total rental price will be charged > Two or more days prior to reservation date: No Charge

4. Primary Contact

Our primary contact for our AV event services is:

Jeff Urquhart, Event Production Manager.
Office Phone: 434.977.2797
Mobile: [redacted]
Email: jeffu@specrumintegrators.com

In most cases Jeff will also be our on-site supervisor. However, if he is not available, he will assign another, and this will be communicated appropriately.

5. Equipment Failure Plan

All of our equipment is high-end commercial grade and rarely fails. However, if we discover a problem with any piece of equipment at any time, we intentionally maintain redundant gear in our inventory that can be brought in to replace it. In many cases we bring "backup" gear on site and stage it for this purpose. In some cases, we have done events in which the client has stated that "failure is not an option". These are typically VIP-level events. In these cases, we collaborate with the client to create a risk assessment plan defining the specific risk points and provide a proposal to cover these risks. This may include up to having a totally functioning, redundant system on standby. We see this as an "insurance policy". Some of the things we consider are

power, wired and wireless microphones, network infrastructure, sound equipment, cables, cameras, etc.

6. Other Services Provided

   All relevant services are included in this proposal.

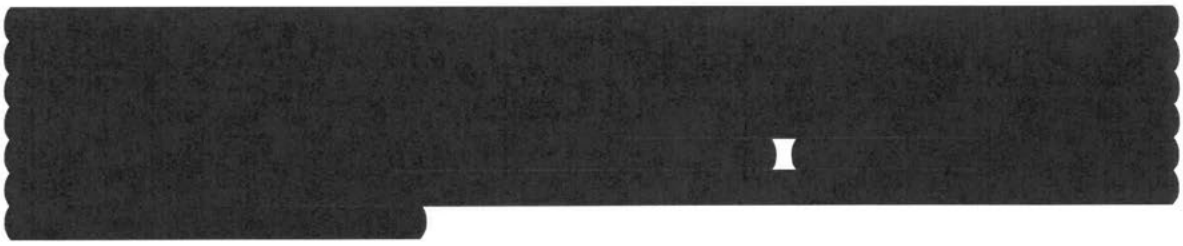
7. Staff Expertise's & Rates

   Following is a list of specific expertise roles that may be utilized on events and standard rates. These are also included in section VII. B.

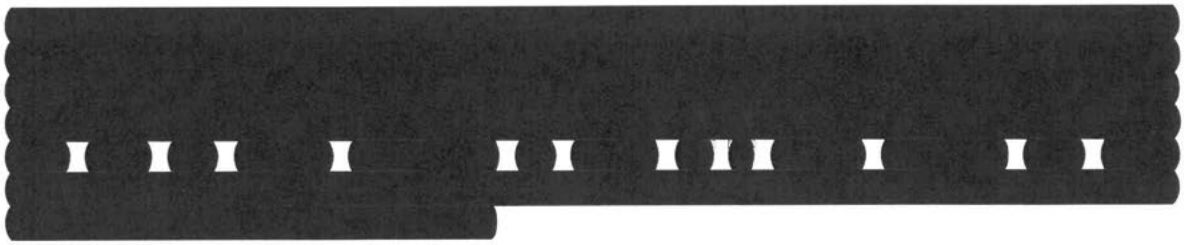
Expertise/Role	Standard Hourly Rate	Standard Daily Rate
Director	$90	$750
Event Manager	$90	$750
Camera Operator	$75	$500
Caption Tech	$50	$450
Pre-Production	$30	$250
Editor	$75	$500
Audio Operator	$60	$500
Loader	$50	$350
Production Assistant	$40	$350
Audio Tech	$50	$450
Driver	$50	NA
Delivery	$50	NA
Transcription Services	$100	NA

V. KEY STAFF (V.B.3.)

Steve Hobeck – President, Owner, and Design Engineer



Wilson Foster – AV Engineer



Ben Hobeck – AV Engineer

[redacted]

Jeff Urquhart – Production AV Manager

[redacted]

Chris Johnson – Lead AV Tech

[redacted]

Sean Dart – Lead AV Tech

[redacted]

VI. OTHER

(V.B.6.) Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution.

We currently do not have a VASCUPP contract with any other institution.

VII. PRICING SCHEDULE – ***SECTION X*** (V.B.7.)

Pricing applies to Zones 2 and 3 in ATTACHMENT D – ZONE MAP.

A. Equipment – Daily Rental

Category	Subcategory	Mfg	Model	Short Description	Price/ Day	Disc Price
Audio	Amp	QSC	PLX1802	Amplifier, 2CH, 600W	$75	$60
Audio	Amp	Crown	XLS1500	Amp 2CH, 300W/CH	$75	$60
Audio	Amp	Crown	XLS2000	Amp, 2CH, 375W/Ch	$88	$70
Audio	Amp	Crown	XTi6000	Amp, 1200W per channel	$150	$120
Audio	Mixer	Mackie	DL1608 SYS	Mixer, Digital, 16Ch, w/iPad and router	$219	$175
Audio	Mixer	Mackie	DL806 SYS	Mixer, Digital, 8Ch, w/iPad and router	$182	$145
Audio	Mixer	Mackie	Mix5 w/ case	Mixer, 1 Mic 2 stereo channels, small format	$13	$10
Audio	Mixer	Mackie	Mix8	Mixer, 8Ch, 2 mic ins	$25	$20
Audio	Mixer	Mackie	ProFX Mixer	Mixer, Analog, 12Ch	$50	$40
Audio	Mixer	Presonus	StudioLive AR12	Mixer, Analog, 8CH, SD Card recording	$94	$75
Audio	Mixer	Behringer	X32 Compact	Mixer, Digital, 32 Ch,	$250	$200
Audio	Mixer	Behringer	Xair12	Mixer, Digital, 12Ch	$157	$125

Category	Subcategory	Mfg	Model	Short Description	Price/ Day	Disc Price
Audio	Speakers	Electro-Voice	ELX112	Speaker, 12", 275W, 8 ohm	$63	$50
Audio	Speakers	Electro-Voice	ELX118 Sub	Speaker, Subwoofer, Passive, 18	$107	$85
Audio	Speakers	Electro-Voice	Evolve 50	Speaker, Portable Tower, Powered, Bluetooth	$188	$150
Audio	Speakers	Powerwerks	PW50	Speaker, 50W, 2 Ch, Powered	$38	$30
Audio	Speakers	Electro-Voice	SBA760 Sub	Speaker, Subwoofer, Active, 750W 15"	$150	$120
Audio	Speakers	JBL Pro	VRX928LA	Speaker, 8". Two-Way Line Array, 400W, 100x15	$125	$100
Audio	Speakers	Electro-Voice	ZX1-90	Speaker, 8", Passive	$63	$50
Audio	Speakers	Electro-Voice	ZX4	Speaker, 15", Passive, 500W	$88	$70
Audio	Speakers	Electro-Voice	ZXA1	Speaker, 8", Powered, 500W	$63	$50
Audio	Mics	Audio Technica	AT-2020USB	Mic, USB Connection	$38	$30
Audio	Mics	Audio Technica	AT2021	Mic, Condenser, Small Diaphragm	$25	$20
Audio	Mics	Samson	CO2 Mics	Mic, Condenser, Small Diaphragm	$25	$20
Audio	Mics	Audio Technica	ES935ML18	Mic, 18", Condenser, Gooseneck	$50	$40
Audio	Mics	Audio Technica	ES935ML6	Mic, 6", Condenser, Gooseneck	$38	$30
Audio	Mics	Shure	KSM141	Mic, Condenser, Small Diaphragm	$44	$35
Audio	Mics	Audix	OM2	Mic, Dynamic, Vocal	$19	$15
Audio	Mics	Shure	SM57	Mic, Dynamic, Instrument	$25	$20
Audio	Mics	Shure	SM58	Mic, Dynamic, Vocal	$25	$20
Audio	Wireless Mics	Shure	GLXD	Mic, Wireless, Lavalier	$75	$60
Audio	Wireless Mics	Countryman	Wireless Earset (Senn)	Mic, Wireless, Ear Set	$100	$80
Audio	Wireless Mics	Countryman	Wireless Earset (Shure)	Mic, Wireless, Ear Set	$75	$60
Audio	Wireless Mics	Sennheiser	Wireless Handheld	Mic, Wireless, Handheld	$94	$75
Audio	Wireless Mics	Shure	Wireless Handheld	Mic, Wireless, Handheld	$75	$60
Audio	Wireless Mics	Sennheiser	Wireless Lav (Senn G3)	Mic, Wireless, Lavalier	$94	$75
Audio	Wireless Mics	Shure	Wireless Lav BLX (Shure)	Mic, Wireless, Lavalier	$63	$50
Audio	Wireless Mics	Audio Technica	AT 2100 HH	Mic, Wireless, Handheld	$63	$50
Audio	Cables	RapcoHorizon	Mic Cable, 6'	Mic Cable, 6'	$3	$2
Audio	Cables	RapcoHorizon	Mic Cable, 6'	Mic Cable, 6'	$4	$3
Audio	Cables	C2G	Snake Reel 150' 16x4	Snake Reel 150' 16x4	$100	$80
Audio	Cables	Art ProAudio	BLC-6MS	XLRM-TRS	$3	$2
Audio	Cables	RapcoHorizon	Mic Cable 30'	Mic Cable 30'	$7	$5
Audio	Cables	RapcoHorizon	Mic Cable, 10'	Mic Cable, 10'	$7	$5
Audio	Cables	RapcoHorizon	Mic Cable, 100'	Mic Cable, 100'	$15	$12
Audio	Cables	RapcoHorizon	Mic Cable, 50'	Mic Cable, 50'	$10	$8
Audio	Cables	Rapco	Patch Cable - XLRF-TRS	Patch Cable - XLRF-TRS	$3	$2
Audio	Cables	RapcoHorizon	Patch Cable - XLRF-XLRM	Patch Cable - XLRF-XLRM	$3	$2
Audio	Cables	RapcoHorizon	Speaker Cable 100'	Speaker Cable 100'	$19	$15
Audio	Cables	RapcoHorizon	Speaker Cable 15'	Speaker Cable 15'	$7	$5
Audio	Cables	RapcoHorizon	Speaker Cable 25'	Speaker Cable 25'	$7	$5
Audio	Cables	RapcoHorizon	Speaker Cable Patch	Speaker Cable Patch	$3	$2
Audio	Cables	RapcoHorizon	Speaker Cable, 150'+	Speaker Cable, 150'+	$25	$20
Audio	Cables	RapcoHorizon	Speaker Cable, 50'	Speaker Cable, 50'	$10	$8

Category	Subcategory	Mfg	Model	Short Description	Price/ Day	Disc Price
Audio	Cables	C2G	Cat6 Cable Long	Cat6 Cable Long	$25	$20
Audio	Cables	C2G	Cat6 Cable Short	Cat6 Cable Short	$7	$5
Video	Cameras	Marshall	PTZ Camera	Camera, Pan/Tilt/Zoom	$375	$300
Video	Cameras	Datavideo	PTZ Camera	Camera, Pan/Tilt/Zoom	$375	$300
Video	Cameras	Marshall	PTZ Controller	Camera, Remote Joystick	$50	$40
Video	Cameras	Canon	Canon XA10	Camera, Handheld, HD	$250	$200
Video	Projectors	Epson	Projector (2000L)	Video, Projector, 2000L	$188	$150
Video	Projectors	NEC	Projector (5000L)	Video, Projector, 5000L	$375	$300
Video	Projectors	Da-Lite	Projector Stand	Video, Projector, Stand	$7	$5
Video	Displays	Sharp	Flat Screen 60"	Video, Display, 60"	$269	$215
Video	Displays	Mid Atlantic	Flat Screen Cart	Video, Display Cart, Portable	$100	$80
Video	Displays	Sharp	Flat Screen Remote	Video, Display, Remote Control	$3	$2
Video	Screens	Da-Lite	Projector Screen 69x92	Video, Projector Screen, 7.5'	$125	$100
Video	Screens	Da-Lite	Projector Screen 92x144	Video, Projector Screen, 12'	$219	$175
Video	Streaming	Zoom	Webinar	Streaming, Zoom Webinar - 100 Participants	$94	$75
Video	Streaming	Zoom	Webinar	Streaming, Zoom Webinar - 1000 Participants	$469	$375
Video	Streaming	Zoom	Webinar	Streaming, Zoom Webinar - 500 Participants	$219	$175
Video	Streaming	Zoom	Webinar	Streaming, Zoom Webinar - Zoom Host	$25	$20
Video	Streaming	Zoom	Webinar	Streaming, Zoom Webinar - Zoom Recording	$63	$50
Video	Streaming	Zoom	Webinar	Streaming, Zoom Webinar - Zoom Toll Free #	$150	$120
Video	Streaming	BlackMagic	ATEM Mini Pro	Streaming, Video Production Switcher	$250	$200
Video	Convertors	Datavideo	DAC-70 Converter	Video, Convertor	$69	$55
Video	Convertors	Magewell	HDMI USB Interface	Video, USB Image Capture	$38	$30
Video	Convertors	Blackmagic Design	Micro Converter	Video, Micro Converter	$13	$10
Power	Power	Galaxy	Portable Power Supply	Portable Power Supply	$82	$65
Power	Power	SI	Power Cord 100ft	Power Cord 100ft	$13	$10
Power	Power	SI	Power Cord 10ft	Power Cord 10ft	$4	$3
Power	Power	SI	Power Cord 25ft	Power Cord 25ft	$7	$5
Power	Power	SI	Power Cord 50ft	Power Cord 50ft	$10	$8
Power	Power	SI	Power Strip	Power Strip	$3	$2
Misc	Misc	Audio Technica	Headphones	Headphones	$25	$20
Misc	Misc	SI	2TB Hardrive	2TB Hardrive	$125	$100
Misc	Misc	SI	Flip Chart	Flip Chart	$44	$35
Misc	Misc	SI	Folding Table	Folding Table	$7	$5
Misc	Misc	Lenovo	LaptopPC	LaptopPC	$113	$90
Misc	Misc	Netgear	Network Switch 8 Port	Network Switch 8 Port	$75	$60
Misc	Misc	Casio	Piano PX150	Piano PX150	$107	$85
Misc	Misc	SI	Podium	Podium	$63	$50
Misc	Misc	Logitech	Presentation Clicker	Presentation Clicker	$13	$10
Misc	Misc	ClearOne	Teleconference Phones	Teleconference Phones	$20	$15
Misc	Misc	SI	USB Drive	USB Drive	$3	$2
Misc	Misc	SI	VOIP Converter	VOIP Converter	$25	$20
Misc	Misc	SI	Walkie Talkie	Walkie Talkie	$63	$50
Misc	Misc	SI	Sandbags	Sandbags	$7	$5

Category	Subcategory	Mfg	Model	Short Description	Price/ Day	Disc Price
Caption	Caption	SI	Captioning System	Captioning Telecom System	$125	$100
Lighting	Lighting	Chauvet	FlareCON Air - Transmitter	Lights, Transmitter	$25	$20
Lighting	Lighting	Chauvet	DMX Controller	Lights, Controller	$25	$20
Lighting	Lighting	Chauvet	FREEDOMH1X4	Lights, Portable, 4"	$75	$60
Lighting	Lighting	Chauvet	GOBO	Lights, Portable	$32	$25
Lighting	Lighting	SI	Light EVE E-100Z	Light EVE E-100Z	$94	$75
Lighting	Lighting	SI	Light Stand	Light Stand	$7	$5

Small Audio Package - $200		
Item		Quantity
Speaker	ZX1-90	2
Stand	Stand, Speaker	2
Amp	Gigrac 1000st	1
Cable	Speaker Cable, 50'	2
Extension Cord	Power Cord 25ft	1

Medium Audio Package - $1000		
Item		Quantity
Speaker	VRX928LA	4
Amp	XTi6000	1
Mixer	X32 Compact	1
Stand	Stand, Speaker	4
Cable	Speaker Cable, 50'	4

Large Audio Package/5000 seat venue - $3,000		
Item		Quantity
Speaker	SH96HO Loudspeaker 15"	2
Subwoofer	DBH218, Subwoofer	5

B. Equipment – Weekly Rental

Category	Subcategory	Mfg	Model	Short Description	Price/Wk	Disc Price
Production	Broadcast	Sony	FRE05	HD Broadcast Switcher System	$12,500	$10,000
Production	Broadcast	Sony	FRE06	HD Broadcast Camera	$1,563	$1,250
Production	Broadcast	Canon	FRE07	75:1 HD Field Lens	$1,500	$1,200
Production	Broadcast	Canon	FRE08	60:1 HD Field Lens	$1,375	$1,100
Production	Broadcast	Canon	FRE09	HD Wide Angle Lens	$500	$400
Production	Broadcast	AJA	FRE10	KiPro Record Racks	$1,250	$1,000
Production	Broadcast	SI	FRE11	24 Ch Audio Mixer	$750	$600
Production	Video Wall	Panasonic	FRE12	Video Wall (10x17)	$25,000	$20,000
Production	Video Wall	Panasonic	FRE13	Video Wall Stacking Kit	$3,125	$2,500
Production	Video Wall	Panasonic	FRE16	Video Wall Processor	$1,250	$1,000
Production	Power	Panasonic	FRE14	Power Distro/Cable Package	$938	$750

C. Labor

Expertise/Role	Standard Hourly Rate	Standard Daily Rate
Director	$90.00	$750.00
Event Manager	$90.00	$750.00
Camera Operator	$75.00	$500.00
Caption Tech	$50.00	$450.00
Pre-Production	$30.00	$250.00
Video / Audio Editor	$75.00	$500.00
Audio Operator	$60.00	$500.00
Loader	$50.00	$350.00
Driver	$50.00	$350.00
Production Assistant	$40.00	$350.00
Audio Tech	$50.00	$450.00
Delivery	$50.00	NA
Transcription Services	$100.00	NA

VIII. ATTACHMENTS

A. ATTACHMENT A - Offeror Data Sheet

B. ATTACHMENT B - SWAM Utilization Plan

C. ATTACHMENT B (CNT'D)- Listing of Subcontractors

D. ATTACHMENT C - Sample of Standard Contract

E. 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 18 Months 4

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	10 years	Charlottesville, VA	Mike Merriam, 434.982.4665
Albemarle County	2 years	Charlottesville, VA	Michael Freitas, 434.296.5816
JPJ Arena	3 years	Charlottesville, VA	Alex Reisinger, 434.924.3687
The Miller Center	2 years	Charlottesville, VA	Michael Greco, 434.924.4016
UVA Alumni Assoc	8 years	Charlottesville, VA	Cate Liverman, 434.243.1886

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

   Steve Hobeck, President 1135 Millmont Rd. Charlottesville, VA 22903

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 [X] NO
   IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: Shobeck, Inc. (dba Spectrum Integrators) **Preparer Name:** Steve Hobeck

Date: 11/14/2020

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

If yes, certification number: 10285 Certification date: 9/26/22

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 X No

If yes, certification number: 10285 Certification date: 9/26/22

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: _____ Date Form Completed: 11/14/2020

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses for this Proposal and Subsequent Contract

Offeror / Proposer:

Shobeck, Inc. (dba Spectrum Integrators) — Firm

1135 Millmont St, Charlottesville, 22903 — Address

Steve Hobeck, 434.977.2797, x46 — 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)
The Sound Live	Scott Honsburger 434.293.5948	Not Certified	Large-scale sound & lighting systems	0	0
340 Productions	Ryan Gall 434.242.7121	In process, expect 12/2020	Large-scale sound, lighting, and video	0	0

(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

JAMES MADISON UNIVERSITY

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:_____

SAMPLE

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1	**Zone 2**	**Zone 3**
George Mason University (Fairfax)	James Madison University (Harrisonburg)	University of Virginia (Charlottesville)
Zone 4	**Zone 5**	**Zone 6**
University of Mary Washington (Fredericksburg)	College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	Virginia Commonwealth University (Richmond)
Zone 7	**Zone 8**	**Zone 9**
Longwood University (Farmville)	Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	University of Virginia - Wise (Wise)

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# SCK-1095

Audio/Visual Event Rental Services

November 3, 2020

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# SCK-1095

Issue Date: **November 3, 2020**

Title: **Audio/Visual Events Rental Services**

Issuing Agency: **Commonwealth of Virginia**
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
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 PM on 12/3/20 for Furnishing The Services Described Herein.

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: Savana Koteita, Buyer Specialist, Procurement Services, koteitsc@jmu.edu; 540-568-4280; (Fax) 540-568-7935 not later than five 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)

Date: _____ Title: _____

Web Address: _____ Phone: _____

Email: _____ Fax #: _____

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 an 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 # SCK-1095

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A. Offeror Data Sheet
B. SWaM Utilization Plan
C. Sample of Standard Contract
D. Zone Map

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide on-demand Audio Visual Event Rental Services 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 nearly 22,000 students and over 4,000 faculty and staff. JMU holds a large array of events, ranging from small dedications to large commencement ceremonies. Homecoming and family weekends, athletic auctions, scholarship dinners, CAA banquets, concerts, luncheon and dinner events are also held at JMU.

JMU has approximately 30 major events held on campus every year in addition to many minor events that have less audio/visual needs. The events are held all over campus and are hosted by various departments at JMU. Events may be annual or on a one-time basis. Previous audio/ visual needs include a simple speaker set-up for sound amplification in an outdoor space to an entire ballroom with light and sound requirements.

III. SMALL, WOMAN-OWNED AND MINORITY 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 wishes to secure the services of professional audio visual firms with direct experience and expertise in the convention, event, or hospitality industry. The contractor shall furnish all labor, insurance, supervision, equipment, and incidentals necessary to provide audio visual services to the University.

The University anticipates this RFP will result in multiple non-exclusive contract awards. Services will be provided on an on-call, as-needed basis throughout the term of the contract. There is no guarantee of the number of events and/or services required from any vendor(s) awarded a contract as a result of this RFP.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract. The contractor shall develop clear, concise, and professional quality written quotes containing firm pricing for each event for review and acceptance by James Madison University. Upon approval of the quotation received by the University, an Agency Purchase Order will be issued as authority to proceed with the work. NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED. Contractor shall not

perform work or include additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.

James Madison University will not provide labor for the loading and unloading of equipment or any other associated task. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR UTILIZE STUDENT, PAID OR VOLUNTEERS, TO PROVIDE LABOR FOR THE DURATION OF THE CONTRACT TERM. All labor shall be the sole responsibility of the Contractor.

It is the standard practice of the University to be invoiced in full after the services have been provided with no up-front deposit to put down on a project.

Potential Events that would utilize AV Rental Services include (but not limited to):

Commencement and Related Ceremonies
Service Awards Ceremonies
Groundbreakings
Dedications and Inaugurations
Sports Events
Alumni Relations Events
Donor Relations Events
Orientation
Homecoming

Common places on campus to hold events include but are not limited to Wilson Hall, Wilson Quad, Duke Lawn, Soccer Complex, Rose Library Lawn, Convocation Center, Madison Union Ballroom, the Quad, the Commons and the Festival lawn. A map of the University may be found at: https://www.jmu.edu/map/.

Offerors shall respond to each of the following:

A. General:

1. All events held at James Madison University are of equal importance. Size of event does not designate significance. Describe ability to provide all audio visual services for the following. Be specific in detailing the event from beginning to end:

    a. Large arena concerts

    b. Large scale events *(e.g.: graduations, building dedications, and athletic banquets)*

    c. Small scale events *(e.g.: presentations and meetings)*

2. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at James Madison University and how tight deadlines are met.

3. Specify the approximate timeframe for individual event proposals to be submitted to JMU after receiving a request.

4. Describe the dress code for event staff. Dress code is subject to approval by James Madison University. All event personnel shall be easily and clearly identified, with the Contractor's name visible at all times. Event personnel shall, upon request, present

appropriate identification.

5. Describe in detail warranty given on all equipment and service.

6. Describe in detail cancellation requirements.

7. Identify any certifications and licenses that the contractor and/or employee(s) may currently hold.

8. Describe invoicing procedure. Provide sample invoice with proposal.

9. Describe how scheduling conflicts are handled and how your firm will ensure JMU events are given top priority.

B. Equipment:

1. Describe ability to provide audio visual event services including but not limited to speakers, microphones, audio mixers, screens, projectors, lighting elements and equipment.

2. Describe ability to provide operational support equipment including but not limited to scaffolding, extension cords, connectors, and patch cords.

3. Provide an itemized equipment rental list of all audio visual equipment available and associated cost in section *X. Pricing Schedule* below. All equipment rented by James Madison University shall be in good working condition and shall conform to any/all established manufacturer/industry standards.

4. Describe plan for delivery, set-up, tear-down and pick-up of equipment. Include the associated cost in section *X. Pricing Schedule* below.

5. Describe ability to provide external media feeds.

C. Service:

1. Describe the training, expertise, and supervision of personnel employed by the contractor that may be assigned to service James Madison University.

2. Describe consultation and guidance that may be provided to James Madison University in determining audio visual needs for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.

3. Provide an example of a clear and concise written quote for both a small and large event. All event quotes shall state all electrical needs. A diagram or drawing of the event site and equipment layout may be requested on an as needed basis.

4. Provide primary contact for James Madison University audio visual event services. Each event shall have a designated site supervisor responsible for all managerial aspects of the specific site/event. Designated site supervisor shall be provided on each event quote.

5. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.

6. Describe all other services provided and list any associated costs in section *X. Pricing Schedule,* below.

7. Specify the expertise level and associated hourly rate for onsite technician(s). Provide an hourly rate in section *X. Pricing Schedule*.

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 **five (5) 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 all 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 form 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 an 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 modification 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 shall 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' 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 acknowledgements, 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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.

5. 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.

6. 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.

7. 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:

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20

3.	Specific plans or methodology to be used to perform the services	25
4.	Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5.	Cost	20
		100

B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 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 subcontractors, 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 condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only 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. PRECENDENCE 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 proposal under this solicitation, the 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 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.*)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $100,000, 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: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the 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:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

   a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

   b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

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

3. 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. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. 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.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

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 #
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 540/568-7935.

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. 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.

H. 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.

I. 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.

J. 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 offerors are required to submit a Small Business Subcontracting Plan. Unless the 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 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 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**.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

R. 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.

S. 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.

T. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

U. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

V. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

W. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from view of the event area.

X. 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. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.

Y. ELECTRICAL EQUIPMENT STANDARDS: Contractor should make every effort to utilize equipment and material that conforms to the standards of Underwriters Laboratory (UL), and bear the appropriate label.

Z. EQUIPMENT INSPECTION: Prior to each event, the contractor shall demonstrate to the authorized owners representative that the equipment is fully operational and in compliance with contract specifications. Any deficiencies shall be promptly corrected by the contractor.

AA. FORCE MAJEURE: In no event shall either party be liable to the other for cancellations or postponement of the Agreement (or PO if by Purchase Order) resulting from any cause beyond its control including, but not limited to, governmental orders, regulations, labor strikes, disease, virus, epidemic, pandemic, act of war, or terrorism, acts of God, fires, floods,

curtailment of transportation, electrical failure or any event that prohibits attendees being able to attend the event. Notice of cancellation or postponement under this provision shall be received, by the non-cancelling party, within five (5) days of such occurrence. Such cancellation or postponement shall not constitute a breach hereunder and shall not subject either party to any penalties, liquidated damages, or forfeiture of any prepayment. In case of cancellation due to Force Majeure, any and all deposits being held will be promptly refunded.

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; however, vendor enrollment for E-Payments has temporarily been suspended as we transition to a new bank. Once we are operational with our new bank, we will ask that our vendors and suppliers enroll in our bank's 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 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/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml

X. PRICING SCHEDULE

The offeror shall provide a comprehensive price list for equipment, labor, and delivery fees indicating one-time and on-going costs for your firm's services. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to https://usa.visa.com/support/small-business/regulations-fees.html and for questions https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf .

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (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 #

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

_____

_____

_____

_____

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:_____

_____

_____

_____

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: _____ Date Form Completed:_____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

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

JAMES MADISON UNIVERSITY

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:

( ) 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:_____

SAMPLE

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1	**Zone 2**	**Zone 3**
George Mason University (Fairfax)	James Madison University (Harrisonburg)	University of Virginia (Charlottesville)
Zone 4	**Zone 5**	**Zone 6**
University of Mary Washington (Fredericksburg)	College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	Virginia Commonwealth University (Richmond)
Zone 7	**Zone 8**	**Zone 9**
Longwood University (Farmville)	Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	University of Virginia - Wise (Wise)