



CONTRACT RENEWAL LETTER

Date: December 2, 2021
Contract #: UCPJMU5327
Service: Special Event Equipment Rental
Renewal Period: 12/6/2021 to 12/5/2022
Renewal #: 3 of 6 One-Year
Issued By: James Madison University
Garrett Morris, Buyer Senior

Ph: 540-568-4501

Fx: 540-568-7935

Contractor: TCS Event Rentals & Piedmont Portables (The TES Group)
Attn: Bob Ratliff
3158 Lear Drive
Burlington, NC 27215

Ph: (800) 918-8901 ext 230

Contract Administrator: Julie Bubb Dove, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The previous contract pricing schedule is hereby replaced with the pricing schedule attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

TCS Event Rentals & Piedmont Portables **(The TES Group)**

By: Bob Ratliff
Bob Ratliff

Name (print)

Vice President, Sales

Title

12/03/2021

Date Signed

James Madison University

By: Garrett Morris
Garrett Morris, CUPO, CPPB

Name (print)

Buyer Senior

Title

12/2/2021

Date Signed



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Contract #: UCPJMU5327

Contractor: TCS Event Rentals & Piedmont Portables (The TES Group)

Renewal Period: 12/6/2021 – 12/5/2022

Commodity: Special Event Equipment Rental

1. Contractor Pricing Schedule:

- a. Contractor shall provide James Madison University with the pricing identified in *Attachment A, TSC Special Event Guide*. Pricing shown will apply per each named event.
- b. Tent and stage rental pricing, to include accessories and skirting, shall be inclusive of labor for set-up and take-down.
- c. Onsite consultation visits shall be billed at a flat fee of \$525.00 per person only as requested by the Purchasing Agency. No additional expenses will be allowed.
- d. Delivery charges shall include the delivery *and* pick up of rented items. Delivery charges are per full truck load in accordance with the Zone Map. Freight charges will be subject to a fuel surcharge. Purchasing Agency shall be billed by Contractor appropriately and in good faith for such charges. Freight charges shall not exceed the costs outlined in Exhibit A:

Exhibit A

Zone 1	\$4,500.00
Zone 2	\$3,300.00
Zone 3	\$2,775.00
Zone 4	\$3,825.00
Zone 5	\$3,300.00
Zone 6	\$2,925.00
Zone 7	\$1,875.00
Zone 8	\$2,700.00

Contractor surcharges will only be accepted when imposed by Contractor's Manufacturer(s). Contractor shall not charge or extend the Purchasing Agency a surcharge once manufacturer(s) have lifted the surcharge cost.



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- e. Replacement cost for damaged or lost items shall be determined at fair market value depending upon condition and age of the item. The replacement charge shall not exceed the Contractor's current cost *plus* freight. Contractor shall provide documentation of item cost at the Purchasing Agency's request.
 - f. Contractor shall require the Purchasing Agency to place a Non-Refundable deposit in the amount of 50% of Rental Charges on Projected Rental Items, with deposit due no later than ninety (90) days in advance of Commencement related events, and no later than thirty (30) days in advance of other events. Should the named event be subsequently cancelled/postponed for any reason, the non-refundable deposit will be held as a credit against charges for future event(s) during balance of contract year. Any deposited funds not utilized by end of contract year will be forfeited.
 - g. The performance of all scheduled equipment rentals shall be subject to government regulations, civil disorders, disasters, or any events making it illegal or impossible to hold the event for which the rental is for. It is provided that the equipment rental may be terminated for any one or more of such reasons by prompt written notice from one party to the other. In the event of inclement weather the parties further agree to use its best efforts to correct the Force Majeure Event as quickly as practicable and to give the other Party prompt written notice when it is again fully able to perform such obligations. It is further provided that, upon cancellation of any order, for any reason, the terms of Paragraph 2. herein (Cancellation Charges) will apply in full.
2. In the event that the Purchasing Agency would cancel an order, the following cancellation charges will apply to values of Rental Equipment Charges only- in accordance with timing of receipt of cancellation in advance of delivery as indicated below
- a. Commencement
 - i. Minimum forty-five (45) days- 75%
 - ii. Less than forty-five (45) days - 100%
 - b. All other Major Events
 - i. Less than thirty (30) days - 75%
3. The Purchasing Agency will issue a purchase order for each order based upon a quote provided by the Contractor. No additional agreements, order forms, or signatures will be required.
4. The Contractor has disclosed all potential fees. Additional charges will not be accepted.
5. Payments shall be made in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
6. For all James Madison University orders Contractor shall:



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- a. Notify Julie Bubb Dove, JMU Facilities Management Administration, 540-568-4103, bubbja@jmu.edu upon receiving ANY James Madison University rental order for a temporary structure, in order for James Madison University to obtain proper permits and to mark underground utilities.
 - b. Follow and acknowledge all ground markings and directions provided by James Madison University Facilities Management.
7. Contractor shall provide, to the satisfaction of Purchasing Agency, an ample amount of trained personnel, delivery vehicles, and support to provide well maintained rental items that are delivered and picked up within the specified timeframe to complete an order placed by the Purchasing Agency.
8. The Contractor shall provide uniforms for all personnel assigned to work at the Purchasing Agency. Uniforms will contain the Contractor's name. All temporary or subcontracted employees shall be required to wear identifying vests clearly marked with Contractor's name. Uniforms shall be worn at all times while on University property to designate Contractor affiliation. Contractor shall not use unpaid or volunteer JMU student labor during deliveries or installation.
9. The Contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.
10. Contractor shall provide proper permitting, spec sheets, and material flammability sheets for tents, stages, and inflatables upon request from the Purchasing Agency. Securing required tenting and or staging permits will be the responsibility of the Purchasing Agency.
11. James Madison University responsibilities will be as follows:
 - a. Provide a complete summary of full graduation program thirty days in advance of commencement weekend.
 - b. Permit Contractor to begin actual distribution of product to respective sites one full week in advance of commencement weekend. Staging installs will commence at various sites on the Saturday and Sunday prior to commencement.
 - c. Permit Contractor to start the set-up of chairs at respective sites starting Monday morning and continuing consecutively until completed.
 - d. Provide prompt access to commencement facilitator or assigned representative(s).



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12. Contractor's response to section *IV. Statement of Needs* and *VI. Evaluation and Award Criteria letter B. Award to Multiple Offerors* is here by amended as follows:

For Commencement and large University events, James Madison University will work with Contractor to establish the University's event requirements. The University reserves the right to obtain other cost estimates for equipment Contractor cannot provide or is cost prohibitive.

13. The following hereby replaces *Section VIII. B. Renewal of Contract* listed on pg. 17 of the RFP.

Cancellation of contract:

James Madison University reserves the right to cancel and terminate any resulting contract, if TCS fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice of same from the University, does not correct the deficiency to the University's satisfaction within a time not to exceed five calendar days - unless otherwise agreed to by both parties in writing - the University reserves the right to terminate the contract upon written notice to TCS. James Madison University and Contractor both reserve the right to cancel and terminate the resulting contract, in part or in whole, in accordance with items 1.f and 1.g above.

14. The following hereby replaces *Section VIII. G. Renewal of Contract* listed on pg. 18 of the RFP.

Renewal of Contract:

This contract may be renewed by the Commonwealth for a period of six (6) successive one year periods under the terms and conditions of the original contract except as follows. 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. Pricing adjustments applicable to contract renewals will be determined through good faith bargaining. All price increases shall be capped at a 5% maximum increase, unless Contractor can provide sufficient documentation showing supplier and or labor increases to justify an increase beyond the allowable cap.

15. The following hereby replaces *Addendum No. One, Z. :*

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 pricing to be determined at the time to be fair and reasonable for the respective application(s) and under terms and conditions fairly representing those of the original contract.

16. Section VI. *Evaluation and Award Criteria, C. Award of Contract* is hereby deleted in its entirety from the RFP dated May 1, 2018 and Contractor's Proposal dated July 17, 2018.

Attachment A: TCS Special Event Guide

<u>Chairs</u>	<u>Unit Price</u>
Samsonite Folding Chair -All Colors	
White	\$2.21
Black	\$1.82
Burgundy	\$1.82
<u>Staging</u>	<u>Unit Price</u>
36' x 16' x 2' ht black skirt on three (3) sides, two (2) ADA ramps, and safety rail on three (3) sides ~Convocation Center	\$7,663.00
32' x 16' skirt on four (4) sides, two (2) stairways, safety rail on three (3) sides ~Rose Library	\$3,660.00
32' x 20' x 3' ht Skirt on four (4) sides, two (2) stairways, one (1) ADA ramp, and safety rails on three (3) sides. ~Wilson Quad	\$6,395.00
36' x 28' black skirt on four (4) sides, one (1) stairway, safety rail on three (3) sides, and two (2) ADA ramps. ~Stadium	\$9,371.00
24' x 20' x 2' ht black skirt on four (4) sides . two (2) stairways, and safety rail on three (3) sides	\$3,418.00
4' x 4' x 36" ht black skirt on four sides one stairway, safety rail on two (2) sides	\$441.00

~Videographer's Stand	
<u>White Frame Tents w/ Concrete Anchors & Fire Extinguisher</u>	<u>Unit Price</u>
10' x 10'	\$397.00
15' x 15'	\$475.00
20' x 20'	\$684.00
20' x 30'	\$938.00
20' x 40'	\$1,224.00
30' x 45' ADA Tent	\$1,820.00
60' x 120' Fire Package Tent – NOTE: THIS IS A POLE TENT	\$5,954.00
<u>Staked White Frame Tents & Fire Extinguisher</u>	<u>Unit Price</u>
10' x 10'	\$220.00
15' x 15'	\$292.00
20' x 20'	\$419.00
20' x 30'	\$551.00
20' x 40'	\$827.00
30' x 60'	\$1,985.00
40' x 60'	\$2,646.00
40' x 80'	\$3,308.00
<u>Tables</u>	<u>Unit Price</u>
8' Banquet Table	\$13.23
6' Banquet Table	\$13.23
6' Round Dining Table	\$15.96
36" x 42" ht Cocktail Round Table	\$13.23
30" Cocktail Table w/ 30" & 42" ht Columns & Bases	\$13.23

<u>Miscellaneous</u>	<u>Unit Price</u>
White Resin Stanchion w/ Chain	\$15.70 each
Pipe and Drape- Black x 8' height (per linear foot)	\$6.14 per ft.
Barricaded Crowd Control Stanchion (per foot)	\$2.35 per ft.
Stage Skirt per linear foot	\$4.15 per ft.
Staging per sq. ft. (if multiple options of staging are available, provide pricing for each)	\$5.50 per ft.
Safety Rail per linear foot	\$4.15 per ft.
ADA Ramp per linear foot	\$52.90 per ft.
Event Carpet Runner	\$15.90 per ft.
<u>Sanitation</u>	<u>Unit Price</u>
Mobile Comfort Station - Carolinian	\$3,804.00
Mobile Elite Comfort Station – ADA Plus 2	\$2,200.00
<u>Flooring</u>	<u>Unit Price</u>
Portable Flooring w/ edge ramps for entire perimeter of layout – Enhanced – 66,950 sq. ft. *Pricing shown includes installation and removal of flooring.	\$2.35 per sq. ft.
<u>Labor</u>	<u>Unit Price</u>
Set up and take down table(s)	\$5.51 per table
Set up and take down of chair(s) – Note: SERVICE IS OFFERED ONLY FOR ALL UNIVERSITY EVENTS HELD INDOORS, UNDER TENT OR ON LINED ATHLETIC FIELD(S).	\$5.00 per chair



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<p><u>Distribution</u></p> <p>Will be charged only as needed for each event.</p>	<p>Not to exceed \$70,000.00 per event.</p>
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