



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5782

This contract entered into this 1st day of June 2020, by Overton & Associates, LLC 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 June 1, 2020 through May 31, 2021 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP# LBS-1077 dated February 21, 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;
 - (d) Addendum One, dated March 3, 2020;
 - (e) Addendum Two, dated March 9, 2020.
- (3) The Contractor's Proposal dated March 13, 2020 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein:
 - (a) Negotiations Summary, dated May 4, 2020;

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

CONTRACTOR:
By: William Overton
(Signature)
William Overton
(Printed Name)
Title: Owner

PURCHASING AGENCY:
By: LeeAnne Beatty Smith
(Signature)
LeeAnne Beatty Smith
(Printed Name)
Title: Buyer Senior, JMU

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1. Parties agree that the terms of the negotiation summary document take precedent over conflicting terms within the Contractor's original proposal.
2. Contract Pricing: Pricing is for on-demand library physical collection projects. At the University's discretion, quotes for one or more projects will be requested of the Contractor and a timeline mutually agreed upon. The University will issue a purchase order to confirm authorization for the commencement of work in accordance with the quote. **No work shall be completed by the Contractor without a purchase order.**

Services	Cost
A. Physical Collection Measurement Project- <ol style="list-style-type: none"> i. Measurement of Collection at Six (6) Locations: <ul style="list-style-type: none"> • Carrier Library • Special Collections (<i>within Carrier</i>) • Offsite Storage • Rose Library • Education Library • Music Library ii. Physical Measurement Process: <ul style="list-style-type: none"> • Each major subclass shall be measured by the linear inch • Special Collections shall be measured as follows: <ul style="list-style-type: none"> ○ Books- by the linear inch ○ Document (<i>manuscript boxes</i>)- by the linear inch ○ Banker Boxes (<i>1.2 cubic ft. box</i>)- quantified by the box ○ Flat Materials- measured by the shelf and depth iii. Includes three (3) months of consulting services at the conclusion of the project pertaining to collection measurement and any related moving or mapping services (<i>e.g. video conference, telephone, email</i>) iv. Includes all travel, set up, and miscellaneous cost v. Deliverable: <ul style="list-style-type: none"> • All Collection Measure Data shall be provided to the University in .txt, .csv, or .xlsx format (<i>at the University's request</i>), which shall be the property of the University. 	\$9,750.00
B. Offsite Moving Project- <ol style="list-style-type: none"> i. Supply all project management, labor, travel, onsite expenses, 	\$25,000.00

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<p>supervision, set up, equipment, and training to relocate 36,076 volumes of offsite collection</p> <p>ii. Does not include shelving moves</p>	
<p>C. Inventory Project (s)- All Inventory project pricing shall include all project management, labor, travel, onsite expenses, supervision, training, and specific workflows including: <u>Pre-Production-</u> Overton Onsite Project Manager (PM) creates a project plan in coordination with client that includes the estimated timeline, workflow, technician guidelines, quality assurance guidelines, communication plan, and other pertinent information. Final project plan shall be approved by the University. <u>Production-</u> Project work carried out in accordance with project plan. <u>Post- Production-</u> University approves successful completion of project. PM shall provide University with the final project report.</p> <p>Pricing includes maximum team size of one (1) onsite Project Manager (PM) and ten (10) onsite technicians. Should the University request a larger team size to accommodate expedited timelines, additional fees may be incurred.</p> <p>All pricing assumes the University will provide 1.5 book carts for each onsite technician when necessary. Contractor provided book carts may incur additional fees.</p> <p>i. Project Set-Up Fee- Each onsite inventory project will incur a project set-up fee. Multiple inventory projects completed at the same time shall incur only one (1) set-up fee.</p> <p>ii. Inventory Work-Includes scanning barcodes of each individual item within the collection into proprietary software, matching to client catalog metadata, and flagging of metadata mismatches/items without barcodes for University resolution (<i>Contractor resolution incurs additional fee</i>). Contractor re-shelving after issue resolution incurs additional per unit shelving charge. Multiple location inventory projects may have lower rates applied.</p> <p>iii. Inventory Record Resolution- editing of records within University catalog to resolve mismatch/items without barcode</p> <p>iv. Inventory Record Searching & Barcoding/Linking- searching through client catalog records to resolve non-matching issue.</p> <p>v. Brief Bibliographic Record Creation- includes minimal record elements necessary to identify and locate an item (<i>i.e. LCCN</i>,</p>	<p>\$17,500</p> <p>\$0.159/ item</p> <p>\$1.638/ item</p> <p>\$1.638/ item</p> <p>\$4.095/ item</p>

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<p><i>ISBN, call number, author, title, edition statement, publication and series information)</i></p> <p>vi. Shelving/Interfiling—shelving/interfiling according to University shelf list order.</p>	<p>\$0.491/ item</p>
<p>D. Consulting Services</p> <p>i. Remote Consulting Services- occur on an annual basis and can begin at any time during the contract with the issuance of a purchase order. The annual rate includes unlimited virtual meetings, emails, and phone conferences</p> <p>ii. Onsite Consulting Services- Scheduling of onsite consulting will be mutually determined</p> <p>Onsite Consulting Fee</p> <p>Onsite Transportation Fee</p> <p>Onsite Accommodation Fee- includes all meals and incidentals</p>	<p>\$1,000.00/year</p> <p>\$750/day</p> <p>\$650/visit</p> <p>\$250/overnight</p>
<p>E. Moving Services- includes all labor, supervision, project management, trucks, equipment, pre-move labeling, travel, and miscellaneous cost for shelf-to-shelf move with no segregation or integration</p> <p>i. External Move</p> <ul style="list-style-type: none"> • Building to Building • Assumes at least 30,000 LF * <p>ii. Internal Move</p> <ul style="list-style-type: none"> • Assumes at least 30,000 LF * <p>* For moves under 30,000 LF and additional setup will apply in addition to the per linear foot charges</p> <p>iii. Internal Dismantle, Move, & Reassemble Shelving</p> <p>iv. External Dismantle, Move, & Reassemble Shelving</p>	<p>\$3.25/ linear foot</p> <p>\$2.50/ linear foot</p> <p>\$6000.00/ per move under 30,000 LF</p> <p>\$125.00/ per DF/LF</p> <p>\$135.00/ per DF/LF</p>

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F. Additional Services- includes all labor, supervision, project management, trucks, equipment, travel and miscellaneous cost	
i. Segregating Books- includes Contractor working off a picklist, scanning correct items and placing in a crate, and verifying final picklist	\$.65/ item
Setup Fee (multiple projects completed at the same time shall incur only one (1) set-up fee)	\$5,000
ii. RFID Services- Contactor will apply and encode RFID tags to each item in the collection following guidelines as set in the project profile. RFID tags are not included and must be procured by the University from an RFID tag manufacturer. Price does not include the rental of RFID encoding workstations, which are necessary for RFID tagging	\$.30/ item
Setup Fee (multiple projects completed at the same time shall incur only one (1) set-up fee)	\$15,000
iii. RFID Workstation Rental- RFID encoding workstations do not include an RFID antenna, encoding pad or encoding software, which must be provided by the client or their RFID vendor	\$750/ workstation per project

3. **Contract Renewal Pricing:** The contract may be renewed by the Commonwealth for a period of nine (9) successive one-year periods under the terms and conditions of the original contract except as stated in 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.
 - a. 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.
 - b. If during any subsequent renewal periods, the Commonwealth elects the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract 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.
4. The Contractor shall provide regular progress reports to relevant library stakeholders during library projects. The frequency of the reports shall be mutually determined between the Contractor and the library.

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5. The University will make payment within thirty (30) days of the *receipt* of a valid invoice and completion of work.
6. The Contractor shall be responsible for all costs related to hiring and training local labor resources.

REQUEST FOR PROPOSAL

RFP# LBS-1077

Issue Date: February 21, 2020
Title: Library Physical Collection Projects
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 March 11, 2020 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: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; 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:

Overton + Associates, LLC
166 Dow Ave.
mineola, NY 11501

By: Will Overton
(Signature in Ink)

Name: William Overton
(Please Print)

Date: march 13, 2020

Title: owner, sole Proprietor

Web Address: www.librarymoving.com

Phone: 516.449.5495

Email: bill.Overton@librarymoving.com

Fax #: USE - E-mail

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES \Rightarrow ☐ 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.



William G. Overton
President
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March 17, 2020

LeeAnne Beatty Smith, Senior Buyer
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Re: Library Physical Collections Project, RFP# LBS-1077

Dear Ms. Smith:

We thank you for the opportunity to present our services to James Madison University Libraries. As per your request, we have prepared our response based upon the attached RFP (LBS-1077). Our proposal's content is based upon our 30+ years of exclusively moving libraries. Our methodology and planning procedures have stood the test of time. Our goal is to be part of the team and we will work on behalf of the library throughout the entire process. Our experience can identify "red flags" that may develop during the design stage and we can expeditiously solve these problems without compromising the budget or the time-line.

Since the project can be renewed each year for ten consecutive years, we feel that our partnership with Backstage Library Works, Inc. will be beneficial to all concerned. BSLW can offer additional value-added services that may be needed in order to facilitate the long-term needs of the library. We have partnered together at the University of Virginia, Montana State University and currently at USC in California. Bill Overton of Overton & Associates will be the prime contact; however, Jacob Bastian of BSLW will have knowledge of ongoing activities and will be able to "step in" at any given time.

If you have any questions regarding our proposal please feel free to contact us. We look forward to working with you during this exciting time for the library and the university.

Sincerely,

William Overton
Overton & Associates/Sole Proprietor

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- A. Describe your services and methodology for providing consultation and project management for library physical collections moves and configuration of collection spaces.

Overton & Associates, library moving consultants, can provide the necessary services that has been requested. Over the past thirty years, I have been exclusively involved in library projects throughout the United States. Whether moving collections at Gannon University with student labor or moving and managing collections with the local movers, each of these moves is unique and the planning process in terms of handling and the security of material is paramount. As a consultant, we pride ourselves in overcoming obstacles and having the move transition as smooth and efficient as possible

The planning process of a library move will be the most critical step towards the success of the move. Measuring collections, determining fill rates and mapping the collections is only part of a successful move. Making sure the expectations are clear for all involved and understanding the personalities of the key personnel will also play a major role in the success of the move. During the planning of the move, we will create viable options that will consider the public service of the library. We will evaluate fill rates and determine the optimal fill rates for the final move. Many of our projects now have taken into consideration less stack space while producing a greater need for flexible open space. We will work with all involved to acquire the right balance of growth and flexible space. One of our most recent projects was the coordination of moving 3,700 double face sections of electrical compact shelving units along with the movement of 1.6 million books. Our simple but detailed labeling methodology allowed local workers to relocate all material during this nine-month transition.

The services that Overton & Associates can provide for this project will be as follows: • Plan & determine the logistics of the library move • Work with all concerned in regard to the phasing plans of constructions

- Evaluate shelving that will be moved to the temporary library
 - o Worked with clients to determine the best quality of shelving along with logistical coordination
- Develop a scope of work
 - o Try and eliminate double handling of material
- Schedule the move process to maintain services
- Determine optimal fill rates for the temporary locations
- Advise the library in terms of cost saving solutions
- Share our 30+ years of library moving experiences
- Identify and discuss any red flags that may arise during the planning process
- Our services as of now will only include phase 1 of the moving process

B. Describe your services and methodology related to the preparation, treatment, and physical move of library collections:

1. between libraries
2. to a storage facility
3. as a temporary measure during a building renovation project
4. in response to an emergency

The success of any library move is based upon the degree of the pre-move planning. All moves begin with the same type of planning. Collection measurements along with capacity. By knowing these two critical numbers, a move plan can be created which will involve the number of packing teams along with related support staff.

Obviously the moving to a final location involves precise measurements along with a vast amount of library moving experience. The goal is to know where each book will be on a shelf. For example, if the measurements call for a fill rate of 27" per shelf with every other top shelf empty, we will mark the existing collection per the fill rate of 27" and place an index card into that book. The card will have an alpha numeric sequence based on the call number and shelf number. **See attachment 1 for an example.**

Moving collections during a renovation project can vary in terms of the planning. I always like to determine what the final layout will look like and work backwards from there. This way we may just have to shift material within a floor and determine the exact amount of swing space in order to eliminate double or triple moves. All renovations are different and keeping material within the library will be based upon the extent of the renovation along with final layout of all the collections.

In terms of moving in an emergency, I guess I am not clear on the type of emergency. A flood or fire? Or is the emergency construction related and collections need to be moved quickly with very little planning? We can set up a plan and my involvement with BSLW can help facilitate such a move. They have staff throughout the east coast and we may be able to assemble a crew on very short notice.

- C. Describe your qualifications and experience in providing the described services both for permanent collections moves and for moves relating to building renovation.

Our experience dates back over 30+ years and we have encountered many different types of moves along with logistical challenges. We pride ourselves are listening to the client, understanding the needs of all involved and working as a team with the library staff, facilities, designers and contractors. Some of our experiences of similar projects are as follows:

Statement of Qualifications

- Overton & Associates is presently active in the field of library moving. It will be essential that the consultant's experience takes into consideration library moving, knowledge of public libraries and a full understanding of the library of congress Dewey Decimal classification systems. Our qualifications as a library move consultant will be as follows:
 - Thirty years of moving libraries encompassing over 600 projects.
 - Accomplished over 50 consulting move projects over the past six years
 - Knowledge of library moves that have encompassed multiple relocation projects.
 - Our understanding of public library collections such as the Fiction, Non-fiction, Children's Collection and other collections within the public library.
 - Our experience that relates to this project will be as follows:
 - **Saint John's University/College of saint Benedict, Collegeville, MN**
 - Hired as a consultant in 2016 to assist the library during the planning process. The university hired local workers to move the collection and they utilized our methodology to simplify the move.
 - Determined fill rates and mapped all circulating collections.
 - Determined the proper labor, equipment and the length of each move.
 - Consulted with the architect, facilities and library staff in terms of purchasing new compact shelving.
 - Phase one completed on-time and within budget
 - Kathleen Parker, Dean of Libraries
 - kparker@CSBSJU.edu
 - 320-947-8336

- **Bangor Public Library**

- Hired in 2015 -2016 to help plan and execute a multi-phase move while the library underwent a full interior re-model.
- Measured collections, determined fill rates and mapped all library collections
- Moved over 500,000 volumes over a 15-month multi-phase project.
- Utilized local labor which created a cost savings of over 35% of library's move budget.
- Coordinated with shelving vendor and architect to create a multi-phase construction plan
- Barbara McDade, Library Director
 - bmcdade@bpl.lib.me.us
 - 207-947-8336

- **Montana State University**

- Hired in 2019
- Worked with facilities and library staff to create a seamless transition based on the existing construction schedule.
- The goal of the project was the elimination of book stacks on the 2nd & 4th floors.
- The university created a long-term storage facility that had the capacity of over 30,000 linear feet of compact shelving
- Was instrumental in revising the time-line of the installation of the new compact shelving. Was the conduit between the library and the shelving company. Tried to minimize the delays and expedite the installation schedule
- Determined fill rates and organized all collections
- The move consisted of over 600,000 volumes

- **University of Wyoming**
 - The project consisted of a renovation of the main library. The goal of the 4-phase renovation was to create a seamless look between the 1950's building and the 1970's addition.
 - Our role was to create a move plan that took into consideration the renovation time-line. The move plan encompassed moving collections into swing space along with finalizing the final layout of all collections
 - Worked with the designer and library staff to minimize collections moves, purchase static shelving and compact shelving.
 - Each move was coordinated with the mover, shelving vendor and furniture vendors.
 - Project timeline was from 2008 – 2010
 - Former Library Dean, Maggie Farrell, now the Dean of UNLV Libraries
- **West Virginia Law Library**
 - JR Kerns, Library, 304-293-1626 robert.kerns@mail.wvu.edu
 - Kevin Kilinsky, Facilities, 304-293-2876 kevin.kilinsky@wvu.edu
 - Planned a multi-phase move in conjunction with a phased construction schedule. We worked directly for the library and facilities and we implemented a move schedule based on the needs of the university and the construction company. We had labeled and determined fill rates for all collections and managed the local contracted mover.

See additional case studies in attachment 2

- D. Describe any experience in effectively staging the same facility to serve both long- and short-term storage needs, including preserving ease of accessibility to all materials regardless of category and format.

Many of our projects consist of moving a portion of the material to long term storage and the remaining collections will have to re-purposed within a smaller shelving footprint. Storage facilities can vary in terms of methodology and how the collections will be retrieved. We can institute a location system or just utilize a call number sequence and allow for additional growth. Choosing the right items and how they will be segregated can vary. We worked with BSLW at UVA and we were given a list of 450,000 items to segregate. We created a spreadsheet which was downloaded on our tablets and books were scanned and we were able to identify that the correct items were pulled.

- E. Describe any experience in effectively staging the same facility to serve both long- and short-term storage needs, including preserving ease of accessibility to all materials regardless of category and format.

Moving collections within the same facility during a renovation will depend solely on the type and extent of the renovation. In addition, where the final stack layouts will be will depend upon the decision of keeping material within the existing facility. Back eight years ago, we accomplished this at the University of Wyoming where we shifted material to accommodate a 5-phase construction project. A few years back we accomplished the same task for Bangor Public library. Keeping material within the space can be beneficial; however, having a storage facility for swing space may be a prudent option. What will need to be decided is the extent of shelving that will also have to be moved or the type of shelving that will be utilized in the storage facility.

- F. Describe any knowledge and experience you have in the treatment, handling, and transport of rare and valuable archival materials.

Over the course of our 30 years of experience, we have moved a vast majority of fragile and rare materials. We are currently working with BSLW at the USC libraries and we are moving their archival collections from one storage facility to a new location, I have been involved in moving Senator Specters papers from Philadelphia to Pittsburgh. Again, the moves begin with the planning process and that will include understanding the type of handling along with security. We utilize plastic crates for these moves and they can be locked and are crush proof. We usually recommend moving this type of material out of the building during a renovation.

- G. Describe the equipment and personnel at your disposal for accomplishing offered services.

See attachment 3 for a profile of equipment and personnel

- H. Identify the partner/manager who will be primarily responsible for managing the account for the University if your firm is awarded a contract. Provide the associated resume that specifies this individual's qualifications and contact information.

Bill Overton will be involved in all aspects of the moves along with the consultation of the logistics and coordination of all phases of moving. See attachment 3

- I. Describe your standard practices and modus operandi in coordinating with a client's project manager(s).

I think this was covered in the above questions. However, we will be meeting with all involved. The key stakeholders along with the staff. We believe that communication between the entire staff will be helpful to all involved. The staff should have an understanding of our methodology along with understanding the entire renovation project.

- J. Describe any experience you have in partnering with libraries to work with architects, engineers, contractors, and local facilities personnel. Include any services you are able to offer relating to these collaborations.

We are currently working with an architect at DePauw University now and we are working with him to finalize move plans, the re-use of existing shelving and to assist in the purchasing of compact shelving. We have also worked at the WV Law University where we were instrumental in determining the sequence of moving based upon their renovation schedule. We also will advise the library if the stack design is not in the best interest of the library. In the past, we have communicated our thoughts that the collection was 30% over the design capacity. This was true at the Bangor Public library where we were involved in a multi-phase move that encompassed over 18 months of construction.

- K. Describe the quote process. Include average turnaround time.

Our quote process will be based on the linear footage to move and the logistics of each building. Obviously internal moves may be 35% less expensive but we will advise on the most effective solutions. Our turnaround time can be within 4-5 days; however, we do feel that the start of move should be determined 6-8 weeks prior to the commencement of the initial move

- L. Describe your ability to accommodate the University in the event of tight timelines and urgent deadlines.

Again, we hope that during the consultation period this will be minimal. Teaming with BSLW gives us an advantage of moving multiple libraries at one time. This past summer we were moving 1.6 million books at UVA along with moving over 500,000 volumes in Montana and still performing small public library projects in the northeast.



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bill.overton@librarymoving.com

M. Describe your firm's approach to customer service.

We have been awarded the service of the year by Modern Library Works in 2018 and 2020.
See the press releases in attachment 4

N. Provide an executive summary of your firm. Include company background, leadership, number of employees, employee skills, all offered services, locations, etc.

See attachment 5



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Attachment 1

Methodology for Moving Libraries

The Orientation

Measuring Collections

Mapping Collections

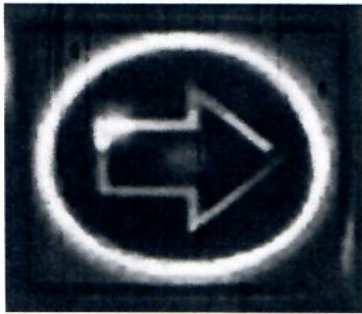
Moving Collections

Building Protection

"A Misplaced book is a lost book"

It is important during the orientation for the moving crew to understand the concept of the classifications system. A careless 5-minute mistake can take hours to fix. The training of the moving staff on the sequence of the books and the labeling of the collections will be critical when they move to the new location.

The following techniques will give inexperienced library personnel the tools needed to move any library. With the proper management, personnel who have limited experience in libraries can carry out library moves. Dedication, caring and the willingness to work are the key characteristics that you must look for in hiring a staff to move your library.



Left to
Right




Maintaining proper shelf sequence is paramount to any library move. Essentially, the flow of the collection will be a left to right, top to bottom sequence. The following will demonstrate how directional placards will give the novice an understanding of how the collection moves.

[-----RANGE-----]



Section

						
			Shelf			
						
						
						
						
						



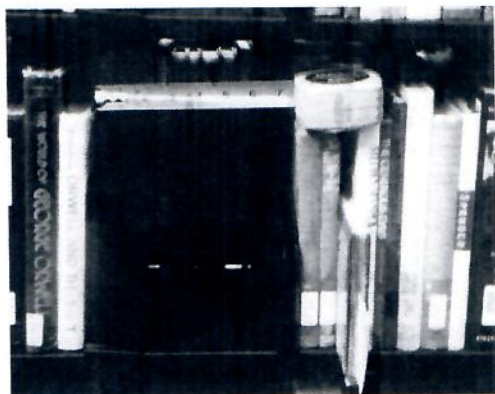
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Range: Group of sections makes up a range
Ranges can be double-face or single face
The length may vary.

Section: Vertical unit, usually 5-7 shelves per section
of sections makes up a range
Sections are usually 3 feet long
Can also be called faces or units

Shelves: Shelves would be part of a section
Usually each shelf is 3 feet wide
Standard height, 11.25" clearance for books
Standard height, 12.25" clearance for journals and reference
Shelves are usually adjustable

Measuring Collections



- Measure the empty space
- Running total of empty space
- For example:
 - Measure the HG's
 - 200 shelves measured at 36" per shelf
 - 27' (324") of empty space
 - Formula:
 - $200 * 36 = 7,200"$
 - $7200" - 324" = 6,876"$ (573 feet)

A B C D

Collections	# of Shelves	Inches/shelf	Empty space (inches)	Total Space (inches)
H-HA	60	36	315	2,475
HB	72	36	400	2,192
HC	80	36	410	2,470
HD	120	36	500	3,820
HE	30	36	40	1,040
HF	135	36	480	4,380
HG	200	36	324	6,876
HJ	175	36	600	5,700
HM	110	36	400	3,560

Sub-Total:

32,513 in.

Or

2,709.4 ft

$$A * B - C = D$$

Mapping & Measuring Collections

Picture #1



- Books measured every 22 inches
- Utilize a pre-cut string (22in)
- Index cards that match the shelf number

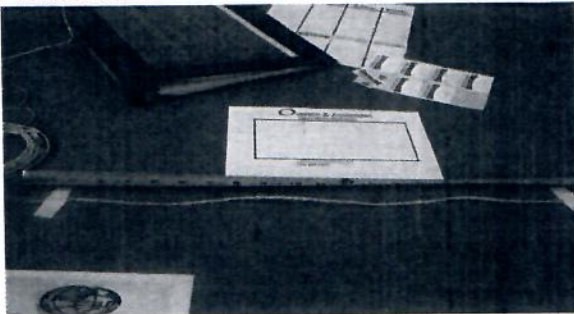
Picture # 2



- **Picture # 2, example of index card**
- **Matching number on new shelves**

- **Picture #3**
 - **Placard, tape measure & string**

Picture # 3





Final Placement of Collections

- Each shelf 22 inches
- Index cards match shelf
- Placard: for starting points



Benefits:

Easier to unload

Maintain call #

Multiple starting points

Full proof





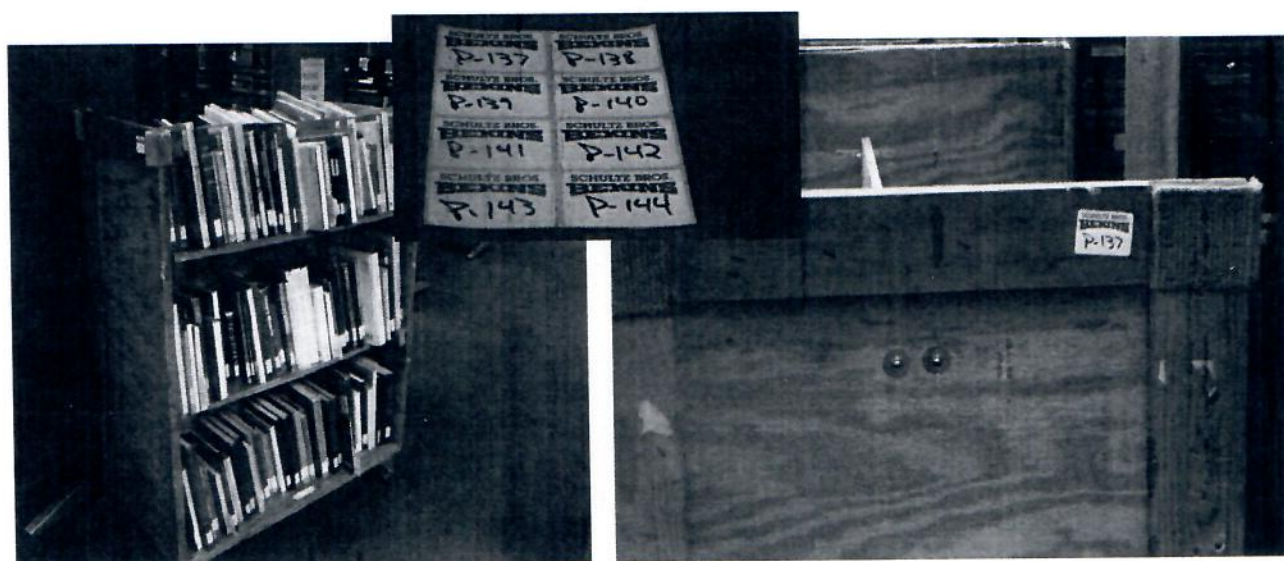
PR 72

Color = Team

PR = Classification, location

#72 = sequence,
72nd cart in the PR section

Labeling & Moving Library Carts





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Building Protection

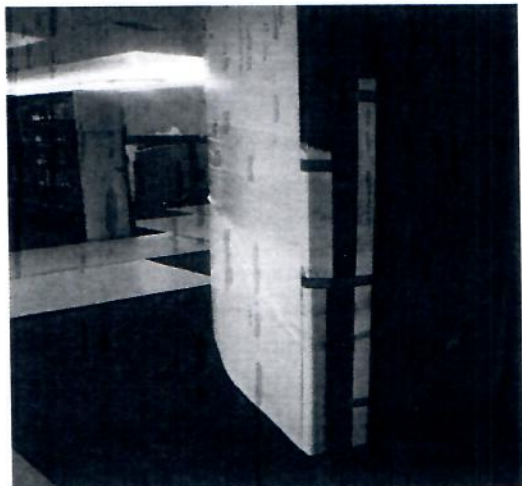


Floor Covering



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Wall Protection



Library Carts:

- *Usually 42" wide, 24" deep (double sided)*
- *Capacity 22-24 linear feet per cart*
- *All carts are same dimensions which will enable easy packing into trucks*
- *Carts are secured side by side which prevent collections to shift*
- *Material will be shelved upright and there will be excessive force on the spine of the book*
- *All collections will move via a library cart and utilizing carts will enable the collections to be free of damage*
- *Library carts will ensure the integrity of the collections and keep all material in shelf order.*
- *We will not permit full library carts to remain on trucks overnight*

Building Protection:

- *Masonite (1/2" thick) will be used for high traffic areas*
- *Corrugated and door bucks will be utilized for walls and door frames*
- *Will work through the new building to discuss prior damage*
- *Supervisors will monitor the building protection each day*
- *In addition, all garbage generated by our company will be removed each day.*



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Attachment 2

Case Study Denver University

Denver University's Penrose Library has been undergoing a renovation of their existing library. During the renovation, the entire collection of over 1,000,000 volumes must be moved off-site. To complicate the project, not all the material will be moving back to the new Penrose Library. Overton & Associates philosophy is that the planning must start with the end vision in mind. We had to quickly determine the collections that will remain off-site, collections that will move back to the new Academic Commons and swing collections which were sub-classifications that still needed to be analyzed.

Overton & Associates philosophy is that the planning must start with the end vision in mind.



We started the planning process nine months prior to the move with many gray areas that needed to be solved. Overton & Associates goal was to facilitate the planning meetings and steer the committee towards a final decision. After 4-5 months, Overton & Associates could develop a scope of work and design an RFP for prospective moving companies. The move schedule was tight and was designed to encompass two phases which had allowed the library to remain open and to offer full services to the students and faculty. In addition to the move planning, Overton & Associates was involved in designing their off-site storage facility. This facility included a 20-foot-high density shelving and we worked closely with staff to determine the layout of low and high-volume material.

The above challenges were met head on by all involved and we could hire a mover that matched the personality and understood the needs of the library. The move was accomplished within the designated timeline and construction had started on schedule. Overton & Associates will continue to advise the library and has played a major role in selecting a compact shelving company. Again, we had written the compact shelving RFP, interviewed shelving companies and worked with library staff to determine the exact quantity of shelving that will be needed. By the last quarter of 2012 we will start the planning process to move back into the new Academic Commons and we expect to utilize a local mover along with library/university students. For additional information, please feel free to contact Theresa Hernandez, Assistant Director, Theresa.hernandez@du.edu

Southern Illinois University

Case Study

The Morris Library at Southern Illinois University Carbondale was faced with a daunting challenge. To relocate 1.6 million volumes and over 3,500 double face sections of electrical compact shelving is an overwhelming task. In the past, SIU has performed many library moves in conjunction with their renovation project. The library learned early that moving a library collection in-house paid tremendous dividend. Not only had the university could save substantial money, but they gained satisfaction by hiring local workers. The university could keep the money within Carbondale which was always a great inspiration for all involved. During all their library moves, SIU has hired experienced library move consultants who helped the staff plan and execute each move. SIU could obtain the experience of a professional library mover to help guide the staff through the many complexities of a library move project. The move consultant was New York based, Overton & Associates. O & A are one of the few consultants that are not afraid to recommend to their clients to move in-house or to utilize local labor. By making the move simple, O & A can apply their proven techniques and can setup a project in half the amount of time. Whether the move was shifting books internally or utilizing a truck for a building to building move, O & A had always supplied the best methodology. The library's experience with O & A was the reason the university made hiring a move consultant their top priority when they were faced with one of the largest, most complex moves to have ever taken place.

O & A are one of the few consultants that are not afraid to recommend to their clients to move in-house or to utilize local labor.

In early 2012 the university had decided the McLafferty Annex which had over 1.6 million volumes would be moved to the lower level of Morris Library. This had been the original plan five years earlier; however, budget constraints prevented the university from going forward. Now it had become a priority to consolidate and move this material and make it accessible to the students, faculty and staff. The university was hard at work developing a plan to re-purpose all the electrical compact shelving. The biggest problem was that every book wound up on a different shelf once moved. Originally, bound journals were squeezed onto a 7-shelf section unit and the new mapping of the journals would allow only 6 openings per section. In addition, the shelving carriages varied in length from 33' to 42' in length and the shelves were of various depths -- all of which played a major impact on the design of the new space. Bill Overton of Overton & Associates along with Susan Tulis of the library, Brian Gorecki at the university architect's office and Bill Crippen from facilities began the tedious task of planning a move that was expected to take at least 9 months to execute.

The collections consisted of bound journals, Dewey decimal books, oversize Dewey books and miscellaneous smaller collections which all had to be measured before we could determine the placement of these collections. Bound Journals needed to be moved from 7 shelves per section to 6 shelves per section which meant other collections had to be consolidated. The collections had to "flow" properly in the new area which added to the logistical complexities. After 60 days of planning, O & A presented a move plan and new layout for the committee to review. The plan had taken into consideration the productivity factors for all involved. The project plan consisted of 10 segments (areas) and the first segment began in early April of 2012.

Spacesaver trained carpenters began the process of moving the electrical compact shelving systems. With some early guidance from the Spacesaver Corporation the movement of the compact shelving system was re-installed without a problem. New rails have been purchased which greatly expedited the process. Once the books were removed from the units, electricians strip the electrical components, the carpenters would disassemble the shelves and pack for transport, laborers would load, move and unload shelving and electrical pieces.

After this took place, carpenters would reinstall the floor, carriages and shelving units. This was followed by the electrician's re-install and connect the electrical components to make the compact shelves operational. Once all these tasks were complete, the books would be able to be re-shelved per a pre-determined shelf layout.

The project employed over 15 workers during the nine months of moving and the savings to the university by utilizing all in-house labor is estimated to be over \$500,000.

Overton's plan accounted for the proper amount of equipment and labor to ensure that the book move kept pace with the shelving installation. Monthly meetings assured that everyone was on the same page and any problems would be solved expeditiously. Susan Tulis worked with staff and hired students, library personnel and local workers to maintain the book moving pace of 50,000 volumes per week. All the 1.6 million volumes were labeled based on the new fill rates and collections were moved utilizing plastic crates. Since books were going to be stored for a period, the plastic crates were the best economical solution. The labeling of each shelf assured that the collection would remain in order and the utilization of these crates helped prevent any long-term damage to the collections.

After 9,409.25 man-hours of work the collection was accessible to students at the start of their spring semester in January of 2013. The move was truly a team effort that incorporated local labor, library staff and an experienced library move consultant. The project employed over 15 workers during the nine months of moving and the savings to the university by utilizing all in-house labor is estimated to be over \$500,000. To learn more about the project and to see the specific design and plans feel free to contact Morris Library (stulis@lib.siu.edu)



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Attachment 3



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William Overton

Library Moving Consultant

"Solving libraries moving needs"

Bill is the owner of Overton & Associates, library moving consultants and his experience in moving libraries dates to 1985. Bill is a graduated of Rider College, Lawrenceville, NJ and hold a B.S. in Commerce with a major in Marketing. Bill has accumulated a wealth of knowledge that has been acquired by moving over 500 libraries totally over 50 million books. He has worked for two major library movers and his responsibilities included; sales, preparing move schedules, organizing a move and supervising projects. Bill is a firm believer that the success of a move will be directly related to the extent of the planning process. He feels that the mover and the library must have similar expectations of how the move will be completed. This can only be accomplished by communication. When checking his references, you will find that he quickly understands the scope of the project listens intently and will pay attention to all the details. His calming personality is contagious and his goal is to minimize the anxiety of his clients and to have this experience a favorable one

In addition to moving libraries, Bill has also sat on panels to discuss how to move a library.
Law Library Convention
ALA Convention
Special Libraries/NY Chapter
PA State Library Convention

He most recently has been a guest lecturer at the Simmons College of Library Science School where he discussed the importance of communication while planning a library move.



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Jay Bowerson:

Jay has been moving libraries for the past 13 years and has worked closely with Bill Overton as they have successfully together relocated over 100 libraries. Jay has a vast amount of experience in all facets of moving and he will play a key role in overseeing the relocation of books and shelving. Jay's installation skills will be an asset in terms of assisting our local mover knockdown and reassemble office areas. A few of Jay's recent projects have been for Philadelphia University, University of Wyoming and the Enoch Free Public Library

Jacob Bastian, On-Site Product Manager Brief Bio

Jacob Bastian is an experienced library professional and project manager and holds a Bachelor of Business from Full Sail University. He has worked both as a project manager and technician on multiple projects for a multitude of libraries including digitizing material for the American Battle Monuments Commission, cataloging and transcribing hand-written communications for a US military academic library, managing a team to reclassify an academic institution's three libraries in Athens, Greece, managing a team to inventory, perform catalog fixes and clean an academic library with over 2 million holdings, and more. Since joining the BSLW team as an On-Site Project Manager in 2016, Jacob has led the way to improving efficiencies and expanding the department's service offerings including the creation of BSLW's Inventory Plus service. Since becoming the head of the On-Site Department, Jacob is continuing to expand BSLW's offerings, ensure top quality, introduce additional training and professional development opportunities for staff, and standardize PM/client communication to ensure smooth relations.

Attachment 4





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For Immediate Release

Modern Library Award Winner

Overton & Associates, for the second time, receives "Service of the Year" Modern Library Awards from LibraryWorks

January 9, 2020 – Overton & Associates, a leader in the field of library moving/space utilization is pleased to announce it has received for the second time the "Service of the Year" award in LibraryWorks' sixth annual **Modern Library Awards (MLAs.)** The MLAs were created to recognize the top products and services in the library industry in a truly unbiased format. Products and services were submitted in the fall using a simple application, and then were posted on a private site with an enhanced description and attendant materials. These products were batched into small groups and sent to the LibraryWorks database of more than 80,000 librarians at public, K-12, academic, and special libraries. Only customers with experience with these products/services in their facilities were permitted to judge the products/services, resulting in a truly unbiased score.

Each judge scored the product on a numeric basis from 1-10 on a series of questions regarding functionality, value, customer service, etc. A quote from one of our valuable references.

"When curves were thrown at Overton & Associates with the move requirements, he and his team was able to support it with solutions that met our needs. His knowledge of the compact shelving and vendors was extremely helpful during negotiations with our shelving vendor. Bill Overton is professional, knowledgeable in his industry and was a pleasure to work with."

Bill Overton, President, is honored to be recognized by the judges of LibraryWorks. Our services have been tested for over 30 years and we have successfully completed over 750 projects throughout the entire country. Our preeminent features are:

- Understanding the needs of all involved along with in depth knowledge of library classifications.
- The ability to prepare a simple methodology that provides the library with the opportunity to utilize local labor in conjunction with our move management team.
- Our experience will create a stress free; anxiety free library move project.

Jenny Newman, publisher and MLA program manager said, **"It's hardly a surprise that Overton & Associates had the highest score (9.75) for the entire program.** They've been at the forefront of the industry since their company entered the market in 2006"



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For more information about Overton & Associates and its services, please visit www.librarymoving.com or call 516-449-5495

About Overton & Associates

A Library Move Consultant, was developed in 2006 with the intentions of assisting libraries throughout the planning process. The owner, Bill Overton, has been exclusively moving libraries for over 30 years encompassing over 750 projects.

About LibraryWorks

LibraryWorks helps administrators to make informed decisions about library technology, automation and software, collection development and management, facilities and furnishings, staffing, purchasing, and other areas that drive effective strategic planning and day-to-day operations. Our family of resources can enable you to identify best practices, monitor trends, evaluate new products and services, apply for grants and funding, post or find a job, and even enjoy some library humor.

About the Modern Library Awards program

The Modern Library Awards (MLAs) is a review program designed to recognize elite products and services in the market which can help library management personnel enhance the quality-of-experience for the library user and increase the performance of their library systems.



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Attachment 5

Executive Summary

It has been almost 30 years since I started moving books at Teacher's College at Columbia University. Compact shelving could barely stand, there was no such thing as off-site storage, the internet was just blossoming and librarians did not know what to do when they were faced with a library move. When I was on a panel on "How to Move a Law Library" my convention booth neighbor was astonished that there was a program on this topic. He would mock my presentation and say;

1. You place the book in the box
2. Move the box
3. Take the book out of the box

I basically nodded my head and said "yes, that's the fundamentals". If it was that simple, why does it cause anxiety for so many? After almost 30 years, I am still asking myself that question.

There have been many books written on this subject. Many of these books are useful reference tools and offer ideas on how to plan and execute a move. With that said why are there so many imperfect moves? I am a true believer that moving a library is a science and an art. Many of the articles fail to discuss the "art" of moving a library. The following information will help you during the planning process. It is not intended to be the only source. Speaking with your peers, communicating with your staff and speaking to the experts will all be major factors in a successful library move.

Much of this information has been developed over my 30 years of library moving experience. It has been tested and modified and even after 30 years I am still modifying my approach to moving. Each move is like a snowflake and you must adapt according to the type of move, the overall complexity of the project and your financial restraints. This report will give you some of the fundamentals of moving and only you can determine what your expectations will be. One expectation that should always be met is to have fun. I may have misplaced a book or two during my 30 years but I have never lost a librarian. Keep it simple, make it fun and realize that every move has a beginning and an end. Trust me; you will get to the end.



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Library Move Consultant

Approximately twelve years ago, I decided to switch hats and take the role of a library move consultant. Yes, thirty years ago, we didn't realize we had to be a specialist in moving libraries. We have consultants for all areas of your building project. From the initial task of exploring the need for a new library, consultants are with you in every step. Why not a move consultant? That decision can be made based on why you chose consultants for other aspects of your project. Consultants fill a void and offer practical experience. I have always felt that the planning process was inconsistent. Has there been a course on library moving while you attended Library Science School? Many people who are not directly related to the library can dictate policy. Has the VP of Finance or the Mayor told you to move the books yourself? If you have never moved a library, the process can be a daunting experience. These statements have been said and they usually are major red flags on how successful the move will be.

Moving a library is hard work. By having unrealistic expectations, the work will be even harder. Many librarians have told me their war stories. Some were proud of their achievements and some will never go into battle again. It is all in the expectations. We all have had various expectations and the more we understand an event, the better our expectations will be. It is my job to set these expectations. A major factor in my decision to become a library move consultant was to eliminate the inconsistency during the planning process. Presently, it seems that if you have \$300 you can place an ad in magazines and give the appearance of being a library moving company. My job is to walk you through the process and discuss the options you have in terms of how you will execute your library move.

My career has taken me to 45 states, over 500 projects and have moved over 50 million books. I tell my clients fifty million books is only a number, in moving 10,000 volumes or 1,000,000 volumes the principles are the same. As an independent move consultant, we will give you the facts, the options and set the expectations. Why re-invent the wheel?



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Who is Overton & Associates?

- *Overton & Associates (O & A) was created in 2005 to help assist libraries during their library relocation projects.*
- *A low-cost solution that can be tailored to your specific needs and budget.*
- *Bill Overton, owner & founder, has been involved in moving libraries for the past 23 years. Over these years, Bill has been involved in over 500 projects.*
- *These 500 projects include all types of library moves and they have involved Universities, Public, Special Collections, Corporate, School and Government Libraries.*

Services offered by Overton & Associates, LLC

- *O&A can assist in all phases of your library relocation project.*
- *Our philosophy is that proper planning is the key to all successful moves*
- *Our services can include the following:*
 - *Measuring collections*
 - *Determine fill rates and placement of collections (mapping)*
 - *Offer cost saving recommendations in regards to your move*
 - *Write an RFP and manage the bid process*
 - *Determine the right mover for your project*
 - *Manage the move*
 - *Identify costly "red flags" that only an experienced library mover can foresee*
 - *Analyze your existing plan "Look Over your Shoulder" service*
 - *Coordinate all aspects of the move*
 - *New shelving*
 - *New furniture*
 - *Coordinate the completion of construction*

Moving Yourself?

- *O & A has managed and executed library moves by utilizing volunteers, local labor and utilizing the resources of local moving companies.*
- *Our simple pre-move labeling procedures will ensure that any worker can accurately move your collection.*
- *Did you know that even the professional library movers utilize local labor and the majority of that labor has never been involved in a library move?*
- *With unemployment high, why not give your neighbors a chance to earn extra money?*
- *O&A just completed moving the Special Collection at Southern Illinois University*
 - *The move encompassed over 100,000 books and over 20,000 University Archive boxes*
 - *We organized the archival and book collections from two locations and merged each collection into one consecutive sequence in the new Morris Library.*
 - *We utilized university labor that consisted of 25 laborers, foreman and drivers*
 - *Many workers have been out of work for the past 4 months*
 - *Is there a better feeling than to give local workers an opportunity to earn money and complete a complex project under budget and within the designated time-line?*
- *Why not speak to O&A and discuss how to make a library move fun?*
- *Have helped Lehigh University and Southern Illinois University move themselves*

How can Overton & Associates help us move ourselves?

www.librarymoving.com

Company Overview: Backstage Library Works

Backstage and its predecessor companies have served libraries large and small, historic and humble, public and private, from great research universities to small communities, and in locations spanning the globe. Keeping our focus on libraries gives us a unique view of the specific needs of this community. We understand libraries: their mission, their operations, and the challenges they face. At Backstage, we recognize the historic, artistic, and monetary value of library collections. Our goal is to assist client institutions in their efforts to make the knowledge and creativity they contain more accessible to the world.

With over 30 years of experience, we are known for our expertise in handling complex and unique projects. Backstage specializes in library cataloging, retrospective conversion, reclassification, automation services, digitization, preservation microfilm and on-site services (RFID tagging, reclassification, digitization and cataloging). Our client list includes several major academic publishers, universities, and national libraries. Our team of professional and paraprofessional catalogers convert card catalogs, reclassify holdings to both the Library of Congress and Dewey classifications and create original MARC records that meet accepted standards and are adapted to fit each library's local specifications. Our catalogers have language expertise in over 80 languages, including many non-Roman scripts.

Backstage plays an active role in the library community, participating in professional development and in the creation of industry standards. Backstage is a corporate member of the American Library Association and its ALCTS division, and Backstage Librarians are involved with the PCC, NACO, SACO and CONSER. Backstage catalogers contributed to the US National Libraries RDA test in 2010, presenting a formal report on the test results at the 2011 ALA Midwinter Meeting. In 2015, Backstage achieved NACO independence and is currently undergoing BIBCO review to become a contributing member of that program.

Backstage aims to provide the most technologically advanced and efficient means for delivering onsite services. We maintain a high level of communication with our clients to avoid misunderstandings and to guarantee that they receive the services requested in the most satisfactory manner.

Backstage strives to provide our clients with quality services while efficiently completing projects on time. We are confident in our ability to deliver at this level, so our work comes with an iron-clad quality guarantee:

Backstage Library Works will correct at any time and to the Library's satisfaction any problem arising from Backstage's non adherence to the established profile or unacceptable levels of manual errors on the part of our cataloging technicians. If the Library is not satisfied that Backstage has followed the established specifications, we will work with the Library to determine the source of the problems and correct them at no charge.

Cost of Services

Based upon your request, we have included pricing for the various tasks that will be needed to successfully execute the contract. The measuring of the collection along with the first three years of consultation will be in actual dollars. Moving collections that may take place after year three will be adjusted approximately 5% per year starting from the year 2020. We have also tried to include unit rates for each of these tasks along with unit rates for additional services that may not have been captured in the RFP.

Measuring Collections:

- Based on measuring all 6 locations (12-day time frame)
 - Carrier Library
 - Special Collections (within Carrier Library)
 - Offsite Storage
 - Rose Library
 - Education Library
 - Music Library
- Physically measure all collections
 - Each major subclass will be measured by the linear inch
 - Special Collections will be measured as follows:
 - Books by the linear inch
 - Document (manuscript boxes) by the linear inch
 - Banker boxes (1.2 cubic foot box) quantified by the box
 - Flat material will be measured by the shelf and the depth
- Prepare and enter all data into a spreadsheet
- All raw data will be the property of the library
- Three (3) months of consulting services that pertain to the measurements of the collections
 - Includes only video conferences, telephone conferences and emails
- Pricing based on a mutually agreeable time
 - Please note that we have limited available in May & June of 2020
- **Cost of Services:** **\$9,750.00**

Consulting Services:

Our flat fee consulting fees will include a limited number of onsite visits which we have included the travel expenses. We do feel that a majority of our work can be completed remotely. Our fees for a duration of six-month increments will be as follows:

0-6 months:	\$3,000.00 (1 visit, travel expenses approximately \$1,000)
7-12 months:	\$2,000.00 (1 visit, travel expenses approximately \$1,000)
13-18 months:	\$1,750.00 (1 visit, travel expenses approximately \$1,000)
19-24 months:	\$1,750.00 (1 visit, travel expenses approximately \$1,000)

Our fees past 24 months will be a combination of a flat fee vs. additional daily fees

- Flat fee of \$1,500 per year includes unlimited office work, conference and emails
- Daily Fees:
 - Onsite visits: \$750.00 per day
 - Travel expenses:
 - Travel to/from university: \$650.00 (not to exceed)
 - Hotel, meals, misc. \$200.00 per day (not to exceed)
 - Ground Transportation \$100.00 per day (not to exceed)

Moving Estimates:

Move Offsite storage (2021?)

Supply labor & equipment to relocate 36,000 volumes
 Existing storage to new storage
 5-day time frame
 Assumes no shelving will be moved

Cost of Services: \$25,000.00

Moving Services:

Carrier Library
Rose Library
Education & Music Libraries

- We have created a unit rate based on the linear footage that will be moved
- Includes a shelf to shelf move in terms of no segregation or integration
- Based on 2020/2021 rates
- External Move:
 - Building to building
 - Unit rate: \$3.25 per linear foot
 - Assumes at least 30,000 LF
 - Internal Shift: \$2.50 per linear foot
- For moves under 30,000 LF
 - Additional setup fee of \$6,000.00 + above unit rates
- Above pricing includes the following:
 - Labor
 - Supervision
 - Trucks
 - Equipment
 - Pre-move labeling

Additional Services:

1. Dismantle, move & reassemble shelving
 - a. \$125.00 per DF or SF section internal moving
 - b. \$135.00 per DF or SF section for external moving

2. Segregating books
 - a. Work off of a picklist
 - b. Scan correct item and place in a crate
 - c. Verify final picklist
 - d. Unit rate: \$.65 per item
 - i. Set-up fees: \$5,000.00 - \$15,000

3. Interfile Books
 - a. Labor \$.55 per item

4. Inventory of collections TBD
 - a. We can discuss the variables before a contract is signed if you feel this service may be needed.

5. RFID .30 per item
 - a. Plus, a start-up fee of between \$5,000 - \$15,000

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 14 Months 0

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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See pp. 5-7

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

William Overton, 166 Dow Ave., Mineola, NY 11501

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: Overton + Associates, LLC Preparer Name: William Overton

Date: 3.13.20

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒ Had expired, But can Re-apply

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)
As of Now, No Sub-contractors					
However, each year we can address the advantages of sub-contractors					

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

RETURN OF THIS PAGE IS REQUIRED

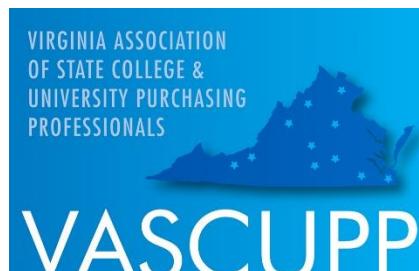


Request for Proposal

RFP# LBS-1077

Library Physical Collection Projects

February 21, 2020



REQUEST FOR PROPOSAL

RFP# LBS-1077

Issue Date: February 21, 2020
Title: Library Physical Collection Projects
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 March 11, 2020 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: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; 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 # LBS-1077

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Library Physical Collection Projects 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 nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive university in Harrisonburg, Virginia that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The University employs approximately 4,000 faculty and staff.

JMU is a single campus contained within the city of Harrisonburg and split by Interstate 81. JMU Libraries is comprised of two main libraries, Carrier, west of I-81, and Rose, east of I-81, as well as two smaller facilities, the Music Library and the Educational Technology and Media Center. The JMU campus map may be viewed [here](#).

For tangible collections, Carrier Library houses mainly Arts, Humanities, and Social Science materials, whereas Rose collections focus on STEM-H. An off-site storage facility, located on South Main Street five miles from campus, contains archival bound journals, microform, and assorted media. As of July 1, 2019, the breakdown of book volumes, including bound journals, for each location was as follows:

Library Location	Total Copies	% of Total
Carrier Library	393,717	64%
Rose Library	127,660	21%
ETMC - Memorial Hall	15,305	2%
Music Library	43,153	7%
Off-Site Storage	36,076	6%
Total for All Libraries	615,911	100%

Approximately 43,109 media items were dispersed across these locations at that time and almost 220,000 microform pieces were held in 32 cabinets at off-site storage and one cabinet in Carrier Library.

The Libraries' Special Collections are housed on inner stacks, Levels 1 and 5, of Carrier. Special Collections materials comprise roughly 5,000 sq. ft. of space consisting of 277 shelves of books, 66 shelves of boxes (*standard, flat, and oversized*), and 9 cabinets housing maps, blueprints, and assorted media.

Within the next two-three years, the Libraries anticipates moving all of the current off-site storage holdings and a portion of the collections in the other locations to a long-term storage facility on west campus. Shortly thereafter, the Libraries anticipates moving all, or at least a majority of, the Carrier Library collections to the same facility for short-term storage during an anticipated major renovation and addition project. We anticipate the use of standard shelving, not trays, in this

facility with accommodation for oversize, Special Collections boxes, and other size variables. The Libraries' general collections are shelved by LC with the exception of a small juvenile collection, which is classed by Dewey. Bound journals and microform are stored alphabetically, while media and Special Collections are organized by local accession schemes. The majority of the collections are circulating and must remain easily accessible in the storage facility by library staff.

The Libraries will continue to add new materials to its collections but also review and weed discrete collections in compliance with our [Collections Policies](#) throughout this period.

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

JMU is seeking an experienced and qualified contractor to provide consultation, measurement, planning, moving, and related services for the Libraries' physical collections on an "as-needed" project basis. The successful respondent will partner with Libraries' staff to design, plan, and execute strategic collections moves and thoughtful collections spaces. Creativity, including completeness and thoughtfulness, is welcome in all responses.

- A. Describe your services and methodology for providing consultation and project management for library physical collections moves and configuration of collection spaces.
- B. Describe your services and methodology related to the preparation, treatment, and physical move of library collections:
 - 1. between libraries
 - 2. to a storage facility
 - 3. as a temporary measure during a building renovation project
 - 4. in response to an emergency
- C. Describe your qualifications and experience in providing the described services both for permanent collections moves and for moves relating to building renovation.
- D. Describe any experience in effectively staging the same facility to serve both long- and short-term storage needs, including preserving ease of accessibility to all materials regardless of category and format.
- E. Describe any knowledge and experience you have in the treatment, handling, and transport of rare and valuable archival materials.
- F. Describe the equipment and personnel at your disposal for accomplishing offered services.
- G. Identify the partner/manager who will be primarily responsible for managing the account for the University if your firm is awarded a contract. Provide the associated resume that specifies

this individual's qualifications and contact information.

- H. Describe your standard practices and modus operandi in coordinating with a client's project manager(s).
- I. Describe any experience you have in partnering with libraries to work with architects, engineers, contractors, and local facilities personnel. Include any services you are able to offer relating to these collaborations.
- J. Describe the quote process. Include average turnaround time.
- K. Describe your ability to accommodate the University in the event of tight timelines and urgent deadlines.
- L. Describe your firm's approach to customer service.
- M. Provide an executive summary of your firm. Include company background, leadership, number of employees, employee skills, all offered services, locations, etc.

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 four (4) 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 from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addendum, 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’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets

or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<hr/> 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 or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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. **PRECEDENCE OF TERMS:** Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **INSURANCE:** By signing and submitting a 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, 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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 nine (9) 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. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- S. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- T. 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.
- U. 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.

- V. 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.
- W. 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.
- 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.

IX. METHOD OF PAYMENT

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

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

- A. Quote for an initial project of measuring collections in all five facilities, as detailed in the Background section above, plus a two-level Special Collections area located in Carrier Library. Quote should be itemized and include all travel and miscellaneous costs.
- B. Hourly consultation rate (onsite vs remote). Onsite rates should include all travel and miscellaneous costs.
- C. Standard collection moving and resetting fees (*specify all labor and equipment fees*).
- D. Costs associated with any additionally offered services and programs, if applicable.

- E. Identify any discounts and/or incentives that would be provided to the University for large projects/multiple projects, etc.
- F. 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>.
- G. Any costs not already identified.

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 #
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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



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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



March 3, 2020

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-1077**
Dated: February 21, 2020
Commodity: Library Physical Collection Services
RFP Closing On: ~~March 11, 2020 at 2:00 pm EST~~
March 17, 2020 at 2:00 pm EST

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

The closing date/time has been extended until March 17, 2020 at 2:00 pm EST.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Beatty Smith", with a long horizontal flourish extending to the right.

LeeAnne Beatty Smith
Buyer Senior
Phone: (540-568-7523)



March 9, 2020

ADDENDUM NO.: TWO

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-1077**
Dated: February 21, 2020
Commodity: Library Physical Collection Services
RFP Closing On: ~~March 11, 2020 at 2:00 pm EST~~
March 17, 2020 at 2:00 pm EST

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

1. In reference to Section X. Pricing Schedule, Part A: Collection Inventory/Measurement is usually conducted in a format and to a level of detail required by Long-Term Collection Layout/Space Planning Requirement

Monograph Collections- (LC Circ, Reference, Dewey Circ., SuDocs, NLM, etc.)

Question #1- Do you anticipate the Linear Inventory to be conducted to the following level- Class? Sub-Class? Subject#####? Cutter 1? Cutter 2?

Note: This designation based on future variable Fill Ratios of Collection groupings.

JMU Response: We are primarily interested in measurements of the collections as a whole at each location listed, but would find a class breakdown useful. If a class breakdown incurs additional cost this should be broken out as a separate line item.

Title by Title Collections- (Bound Journals, Display Periodicals, Newspapers, Microfilm/Fiche, etc.).

Question #2- Prior to Inventory, can the Library provide Contractor with a "Title List" in electronic format? If so, which format?

JMU Response: Yes, in text, cvs or xml format with holdings

Question #3- Will the "Title List" indicate "Active" vs. "Dead" Titles for purposes of future growth planning?

JMU Response: Yes

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

Question #4- Will the "Title List" indicate format? i.e. Current Display Unbound, Bound, Microfilm, Microfiche, etc.

JMU Response: Yes

Question #5- Does the Library anticipate "splitting" Titles (multiple records per title) for purposes of future space planning (multiple final locations) based on date break, i.e. pre-2010, 2010 to current? Future Segregation/Integration?

JMU Response: We anticipate one bib record per title with multiple holdings statements indicating pre-2010/pre-2010 to current with associated location. We have very little active print holdings as we continue to move current subscriptions to electronic; and, so, any future moving wall for these collections would be much smaller and likely handled in 5-10-year increments, depending upon usage, space needs, and storage capacity.

Question #5- Can the Library provide an estimate of the number of titles in each of these Collections?

JMU Response: Most "display" periodicals are limited retention, so only the most recent one-twelve issues are kept depending upon the title. We have 561 current subscriptions, including newspapers.

Bound journal volumes @55,000

Microform pieces (e.g., film, fich, ultrafiche) @220,000

Special Collections- (boxed, artwork, artifacts, alternate formats and other realia).

Question #6- Does the Library anticipate conducting an "Item by Item" Inventory of Special Collection holdings?

JMU Response: We are interested only in a space estimates (linear or cubic feet) at this time. We maintain our own inventory counts at the appropriate levels for all of our collections.

Question #7- If so, can the Library provide an estimate of the number of items?

JMU Response: N/A

Question #8- If so, prior to Inventory, can the Library provide Bib Item Record(s) for Special Collections holdings, in electronic format?

JMU Response: Yes

2. In reference to Section X. Pricing Schedule, Parts C, D, & G: A substantial cost component for JMU Library Physical Collection Projects is Labor Cost.

Question #1- Does JMU, VASCUPP or State of Virginia have particular Vendor employee base wage requirements that will apply to this contract? Union Labor Wage Rates? Prevailing Wage Rates? Other?

JMU Response: No.

Question #2- If so, what are the applicable rates?

JMU Response: N/A

Question #3- Does the Library anticipate conducting "Physical Collection Projects" during regular working hours or will "Overtime" scheduling be required?

JMU Response: It is anticipated that projects will be conducted during regular working hours, which are 8am -5pm except in the case of an emergency.

Signify receipt of this addendum by initialing "*Addendum #2* _____" on the signature page of your proposal.

Sincerely,



LeeAnne Beatty Smith
Buyer Senior
Phone: (540-568-7523)