



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6541

This contract entered into this 8th day of February 2023, by Barbizon Capitol Inc., 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 February 19, 2023 through February 18, 2024 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1172 dated December 9, 2022:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated January 9, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated February 8, 2023.

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

CONTRACTOR:

By: Zack Baber
(Signature)

Zack Baber
(Printed Name)

Title: Sr. Sales Associate

PURCHASING AGENCY:

By: Michael Morrison
(Signature)

Michael Morrison
(Printed Name)

Title: Buyer Senior

NEGOTIATION SUMMARY

BARBIZON CAPITOL, INC.

RFP# MPM-1172

2/8/2023

The Primary Point of Contact for this Contract is:

Zack Baber
1-703-750-3900
zbaber@barbizon.com

PRICING SCHEDULE:

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Lighting Installation and Repair Services Rates									
<i>Field Services/Repair Technician</i>									
Labor Rate \$/hour	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Lighting Installation and Repair Services Rates									
<i>Field Services/Repair Technician</i>									
Labor Rate \$/hour	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Lighting Design and Analysis Services Rates									
<i>System Integrator</i>									
Labor Rate \$/hour	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Lighting Design and Analysis Services Rates									
<i>System Integrator</i>									
Labor Rate \$/hour	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50	\$212.50

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Lighting Products and Equipment (List by Manufacturer and Discount rate offered)									
Manufacturer	% Off List Discount Offered by Zone								
Altman Lighting	15%	15%	15%	15%	15%	15%	15%	15%	15%
ETC	15%	15%	15%	15%	15%	15%	15%	15%	15%

Other Fees	
Charge Card Processing Fees:	3%

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING			
Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)			
Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
Lighting Gel – 20"x24" Sheet, Rosco	\$12.00	25%	\$9.00
Lighting Gel – 20"x24" Sheet, Gam	\$12.00	25%	\$9.00
Lighting Gel – 24" x 25' Roll, Rosco	\$148.25	25%	\$111.18
Steel Gobo – Rosco, ETC Source 4 Size A	\$17.00	20%	\$13.60
Gobo Holder – City Theatrical, S4 Size A	\$11.32	20%	\$9.05
Dance floor tape – 2"x36 yard, Black	\$15.91	55%	7.15
Spike tape – ½" x 60 yards	\$12.70	45%	\$6.98
Gaffer tape – 2"x55 yards	\$33.00	45%	\$18.50

General Pricing Structures

- All VASCUPP entities shall receive a discount of at least 15% on the following brands:
 - ETC
 - ALTMAN
 - ROBE
 - CHAUVET
 - ELATION
 - PRO-TAPES
- 15% is the minimum discount for the above brands. Larger discounts may be applied on a per-order basis.
- Barbizon will strive to apply a 15% discount to all brands but only the brands listed above are contractually committed.
- All VASCUPP entities shall receive a 15% discount on all services in our attached Services Schedule (see next page).
- James Madison University (only) shall receive free travel for service calls (not including overnights).
- All shipments are FOB destination.
- Barbizon reserves the right to charge a 3% credit card service fee.
- Pricing may exclude service parts for repairs.



SERVICE DEPARTMENT FEE SCHEDULE

In-House Services

Repair Evaluation Fee:	\$ 85.00 per unit
<i>(Evaluation fee is rolled into the cost of all approved repairs and charged to non-repaired items)</i>	
In-House Repair:	\$ 85.00 per hour
In-House Programming:	\$ 100.00 per hour
Expedite Repair Fee:	\$ 125.00 per unit

Field Services

Flat Rate Structure:	
½ day: Normal business hours (8am-6pm)	\$500.00
Day rate: Normal business hours (8am-6pm)	\$1000.00
After hours: (Hours required between 6PM-8AM Monday-Friday)	
½ day:	\$1000.00
Day rate:	\$2000.00

Expedited:

**** On site with less than 21 day notice**

½ day: Normal business hours (8am-6pm)	\$750.00
Day rate: Normal business hours (8am-6pm)	\$1500.00

Travel:	\$100.00 per hour
<i>(Travel greater than 1 hour)</i>	

Overnight:	\$ 350.00 per night
<i>(Premium locations may incur additional charge)</i>	

ALL VASCUPP ENTITIES RECIEVE A 15% DISCOUNT FROM ALL SERVICES LISTED. JAMES MADISON UNIVERSITY ALONE IS EXEMPT FROM TRAVEL COSTS(NOT INCLUDING OVERNIGHTS).



Technical Services Terms & Conditions

1) RATES

All rates and fees are subject to change by Barbizon annually.

2) WARRANTY INFORMATION

Customer is limited to the terms and conditions of the manufacturer's warranty. During the warranty period, however, customers may hire Barbizon Lighting Company for field labor, when necessary, at the contracted rates. Barbizon only warrants the work performed at the time of service.

3) EQUIPMENT

Barbizon assumes no liability for equipment moved from its originally installed location or any cosmetic or physical damage caused wherein. Barbizon is not responsible for the storage or safe keeping of equipment once decommissioned or removed by Barbizon personnel. Equipment can be re-evaluated for proper working order upon equipment reinstallation per manufacturer's specs.

4) ELECTRICAL CONTRACTOR

Barbizon Lighting Company is not an electrical contractor. For cable runs, fixtures, and high voltage wiring, Barbizon will assist you and your electrical contractor in troubleshooting and new installations.

5) ACCESS

Barbizon Lighting Company is not responsible for providing lift or ladder access, unless included in the quote for service. This is to be provided via the contract holder and all equipment must be up to standard OSHA safety standards.

Barbizon Lighting and the manufacturer are not responsible for damage to the equipment resulting from improper installation, physical damage, use in which the equipment is not intended or designed, or abusive operating conditions.

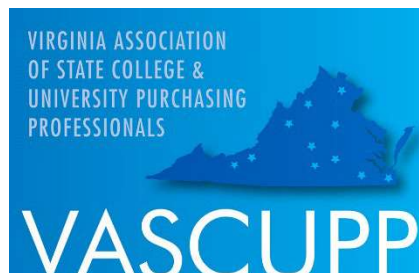


Request for Proposal

RFP# MPM-1172

Theatrical, Athletic Field, & Specialty Lighting

December 9, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1172

Issue Date: December 9, 2022
Title: Theatrical, Athletic Field, and Specialty Lighting
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 January 10, 2023 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No Preproposal Meeting is scheduled/required.

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: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm:

Barbizon Capitol Inc.

6437-G General Green Way

Alexandria, VA 22312

By: 
(Signature in Ink)

Name: Lindsay Latham

(Please Print)

Date: 1/9/2023

Title: Director of Operations-Southeast Region

Web Address: www.barbizon.com

Phone: 703-750-3900

Email: zbaber@barbizon.com

Fax #: 703-750-1448

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.

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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 23 Months 9

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 #
SEE REFERENCES			

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

BARBIZON CAPITOL

6437-G GENERAL GREEN WAY

ALEXANDRIA, VA 22911

703-750-3900

3. **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: _____

1. Provide catalog list price and coordinating discount structure. See attached.
2. Provide discounted line item pricing for services and labor rates. See attached.
3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule. See Attached.
4. Provide a general narrative description of the equipment/products and related services. See Attached.
5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services. See attached.
6. Describe offeror's ability to provide assistance of design/layout of new installation. See Attached.
7. Describe in detail the complete shipping and delivery program. Orders placed for stocking items are shipped within 24 hours from our Alexandria Warehouse. Drop ship orders are shipped directly from the manufacturer, based on their ability to ship the selected items.
8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered. Orders shipped from Alexandria are usually 1-2 days delivery to most VASCUPP members. Drop ship order time frame is contingent on the manufacturer.
9. Describe how/when you offer additional quantity or volume discounts. These are applied on a per-order basis.
10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs. This is contingent on the items, the time frame since order, the condition of the items and the customization of the items. Returns MAY incur restock fees of up to 50%
11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.
12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services. These are non-specific, but a service provided by our Outside Sales team or Systems Team, depending on the entity and requirements.
13. Describe offeror's ability and specific plan to provide and monitor system performance. See attached.
14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein. See attached.
15. Describe how the offeror will determine and convey time frame for immediate maintenance services. See attached.
16. Describe in detail warranty given on all equipment and service. Warranties are up to specific manufacturers, but most range between 1 and 2 years.
17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs? Not usually, warranty repairs will usually be shipped back to the manufacturer to cover.
18. Specify if offeror is an "authorized" distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold. Barbizon is an authorized distributor and service provider for ETC. See attached.
19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences. Depending on items, manufacturers, and warranties, loaners or advance-replacement products may be available.
20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price. See attached.
21. Specify offeror's ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement. SPCC payments are accepted but may be subject to a 3% credit card service charge.
22. Provide primary customer service contact for James Madison University lighting services. See attached.

23. Acknowledge understanding that all items are FOB Destination. **See attached.**
24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders. **See attached.**
25. Describe all other goods or services your company can provide and list any associated costs. **See attached.**

Qualifications and Experience

Barbizon Lighting Company Introduction

Barbizon Lighting was established in New York, NY in 1947. In 1979, we expanded to the Boston area with the opening of Barbizon Light of New England in Woburn, MA. In 1982, we expanded again to West Palm Beach, FL, in the form of Barbizon Delta Corporation. Four years later, Barbizon Capitol was opened in Alexandria, VA to serve the Washington Metropolitan Area. Now, in the 21st Century, the Barbizon organization maintains offices in Atlanta, Charlotte, North Carolina, Denver, Chicago, Miami, Orlando, Phoenix, and Dallas. Barbizon has been shipping internationally for years, but the company became a true multinational with the 2001 opening of its London office, followed by more recent openings in India and Australia. With fifteen stocking locations, Barbizon enjoys an international reputation for supply and service.

Barbizon's Systems Division specializes in the specification, sales, and installation of lighting, rigging and associated equipment for film, television, performing arts facilities, museums, and houses of worship. For over 25 years we have been a collaborative force behind the co-operation of the construction industry and theatrical equipment manufacturers. Barbizon has earned an excellent reputation for being a value-added Systems Integrator for projects across our entire portfolio. Our extra efforts to coordinate with contractors, subcontractors, and owners insure that our portion of the project will stay on or ahead of schedule and within budget.

We have an expert staff with years of experience in Systems Integration and Project Management for lighting control systems; manual and automated rigging; LED conversions of architectural spaces; and of course, theatrical, broadcast, architectural, and museum lighting fixtures. Our in-house CAD services are available for design, submittal, and manufacturing purposes. In addition to our Integrators and Project Managers, Barbizon's world-wide staff includes over nineteen factory-certified Field Service Technicians. These technicians are experienced at guiding facility staff through initial troubleshooting and identifying system faults either over the telephone or, when necessary, with an onsite service call. For after-hours response, Barbizon's Field Service Technicians can be reached 24-hours a day via cell phone.

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Barbizon Capitol Office Information

Barbizon Capitol, Inc.

6437G General Green Way, Alexandria, VA 22312

Phone: 703-750-3900 Fax: 703-750-9047 www.barbizon.com

Primary Contact Information

Title	Name	Email	Phone	Ext
Dir. of Operations-SE	Lindsay Latham	llatham@barbizon.com	703-750-3900	2209
Systems Div. Mgr.	Mark Constable	mconstable@barbizon.com	703-750-3900	2225
Repair Coordinator	Ian Schmidt	ischmidt@barbizon.com	703-750-3900	2228
Sales Representative	Zack Baber	zbaber@barbizon.com	703-750-3900	2272

Barbizon Capitol stocks roughly \$300,000 in materials at our Alexandria, VA warehouse. Barbizon Capitol is an authorized service center representing Electronic Theatre Controls, Inc. We also have factory trained and authorized technicians for most other major theatrical and entertainment lighting manufacturers including Martin Professional, Inc; Philips Vari-Lite; High End Systems; Philips Strand Lighting; and Columbus-McKinnon.

Barbizon Capitol, Inc. is a corporation registered in the state of Virginia. We were incorporated in Fairfax, Virginia on March 24, 1999.

Federal Identification Number:

DUNS:

Cage Code:

Principle NAICS Codes:

Business Professional Occupation License:

Virginia State Corporation Commission ID:

Virginia Class A Contractor's License:

Virginia Business License (Fairfax County, VA)

Maryland State Contractors License



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1636008 (03/01/2017)

12016199 (04/20/2017)

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Barbizon Lighting Company:

- Corporate Office: 456 West 55 Street, New York, New York, 10019
- Phone: 212-586-1620
 - Mr. Thomas Madden, President
 - Ms. Shen-Hsin Hung, Chief Financial Officer

Bonding Information:

- Travelers Casualty and Surety Company of America
- \$ 10 Million per job, \$ 20 Million aggregate
- Performance/Payment Bonds available upon request at a rate of 2.0% of contact price
- Bonding Agent: DeSanctis Insurance Agency, Inc.
Contact: Mr. James J. Axon, Vice President
36 Cummings Park, Woburn, MA 01801
Phone: 781-935-8480x14 www.desanctisins.com/

Insurance Information:

- Certificate of Insurance available upon request.
- Insurance Agency: Keevily Spero Whitelaw, Inc.
Contact: Ms. Renee Palushevic, Senior Account Manager
500 Mamaroneck Avenue, Harrison, New York 10528
Phone: 914-412-0502 Fax: 914.381.1134 www.keevily.com

Qualification Statements:

- Barbizon is an Equal Opportunity Employer.
- Barbizon has never filed Bankruptcy.
- Barbizon has never defaulted on a Contract.
- There are no contractual lawsuits or judgments pending against Barbizon.
- Barbizon has not been sued nor had a lien placed against it by an Owner, Architect, General Contractor, Subcontractor, or Supplier.

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Barbizon Capitol Services Provided

Barbizon Capitol, the Washington D.C Metropolitan office of The Barbizon Lighting Company, has over 20 employees including three system integrators, four full-time project managers, and four full-time field service technicians. Barbizon makes a commitment to every project it is a part of and dedicates (at a minimum) a system integrator, a project manager, and a technician to each one. Of course, every project comes standard with the support of the entire Barbizon Systems staff and nation-wide Barbizon team. Barbizon is an employer of ETCP Certified Technicians.

Included in our proposal are the services of a local Project Manager assigned to this project. The Project Manager shall:

- Review the scope of work and intent with the Client.
- Attend all required project meetings.
- Provide meeting notes of attended meetings if requested.
- Coordinate the order, preparation, delivery, and installation of all equipment provided in the proposal.
- Develop an installation schedule.
- Supervise the installation.
- Provide progress reports.
- Coordinate with manufacturers and sub-contractors/installers.
- Coordinate with other trades.
- Ensure a successful installation.

Also included with a dimming and/or control system are the services of Barbizon's staff factory-certified technicians or Factory Engineers as required by project specifications. The technicians shall provide:

- Low-voltage and control terminations.
- System commissioning and training.
- Locally accessible technical support and assistance.

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Project Team

Mark Constable, Systems Division Manager – Project Executive

Mr. Constable comes to Barbizon having served as the Director of Operations & Production at Jacob's Pillow Dance Festival in Beckett, Massachusetts, in the Berkshires. Jacob's Pillow is a year-round production and performance center known for the oldest internationally acclaimed summer dance festival in the United States. Mr. Constable was an essential part of the organization's success since 2006 overseeing production and the 220 acre National Historic Landmark facility that includes 3 theaters, 5 dance studios and total of 34 buildings. Prior to his tenure at Jacob's Pillow, Constable served in many Technical Direction and Department Head (electrics, rigging, props, and carpenter) roles in the NYC, Glens Falls, and Rochester, NY area. Mr. Constable holds dual degrees in Technical Theatre & Business Administration. He joined Barbizon in 2016 and served as senior project manager until 2022, when he accepted the position of Systems Division Manager.

Rob Yeager, Senior Project Manager

Rob Yeager received a BA in Theatre from the University of Maryland and comes to Barbizon with an extensive live production background. He has worked as a lighting designer, programmer, and project manager for a wide variety of corporate, political, and social events. Rob worked as a Project Manager for Barbizon from 2006 to 2018, managing numerous high-profile projects. From 2018 to 2022, he served as the Systems Division Manager for the Barbizon South, before stepping back to focus on project management.

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Ian Schmidt, Sales/ Field Services & Repair Coordinator

Mr. Schmidt has worked at Barbizon Capitol since 2013. Prior to his work with Barbizon, Ian worked at George Mason University's Center for the Arts, Arena Stage, Shakespeare Theater DC, and many other Washington, DC theaters. Recently, Ian has stepped into the role of Field Services Coordinator as well as continuing his work in Sales for Barbizon. In his current position with Barbizon, he not only provides sales solutions to the customer but a wealth of troubleshooting and repair options as needed. As the Field Service Coordinator, we expect him to be the point person for all scheduling of technicians and repairs for the contract.

Kevin Kirkpatrick, Field Service Technician

Mr. Kirkpatrick earned his B.F.A in Lighting Design and Technology from the University of North Carolina School of the Arts, as well as his A.S. in Film and Video Technology from Full Sail. Before joining Barbizon, he spent the last decade working as a freelance electrician, and lighting designer throughout the DC theater scene. Mr. Kirkpatrick has also worked as a Gaffer and Studio Electrician for NBC, Al Jazeera, and Bloomberg Media. He greatly enjoys teaching end users how to program their ETC lighting consoles and troubleshooting systems. Mr. Kirkpatrick earned his ETC Service Technician certification in 2017.

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Client Experience

We know that our clients have many choices of where to buy the types of equipment and services we provide. We believe that beyond simply selling equipment, we are in the business of building long-term relationships with our clients to enable them to do their jobs better. By doing so, Barbizon has built its reputation on providing the highest quality products and level of customer service to our clients across the industries we serve. What consistently brings clients back to Barbizon are our fair prices and outstanding personnel. The fact that our staff isn't just made up of salespeople or mechanics, but experienced industry professionals with the clarity of focus on the issues and real world needs of our clients that that experience provides.

Our Systems clients return to Barbizon year after year as their spaces grow, change, and evolve. And it is these clients who are our best advertising. Many of the projects we are asked to be involved in come from our work with other clients in the area or school system. We are brought to others when people that we have worked with in the past transition to new facilities which they find need work. We are also very aware of the challenges facilities face with regard to budgeting for the types of repairs and improvements we provide. Because of the relationships and trust we build with our clients we are perfectly positioned to work on multi-year, phased projects to assist in managing the financial impact. Additionally, as non-commissioned dealers, we don't feel like we have to push for a sale when it isn't really needed, since we know we will be around when the time is right. Finally, as an established industry leader, our clients can be comfortable knowing that we will be there for them throughout the life of their facility.

The following pages are selected project references focused on educational facilities from across the broad spectrum of work performed by Barbizon Capitol's Systems Division. These projects also serve as an example of the quality of the systems we provide. We welcome any questions you may have regarding our work on these projects.

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References

A Mario Loiederman Middle School – W1910176

Owner: Montgomery County Public Schools
850 Hungerford Drive, Rockville, MD 20850

Site: A. Mario Loiederman Middle School – Performing Arts Addition
12701 Goodhill Rd, Silver Spring, MD 20906

Distributors: Shepherd Electric Supply
13150 Mid Atlantic Blvd, Suite 100, Laurel, MD 20708
Contact: Sandi O’Neal, Project Manager
P: (240) 457-4201 E: seoneal@shepherdelec.com

Electrical Contractor: Mackey Electric
13965 Burntwoods Rd, Glenelg, MD 21737
P: 410-489-5733 E: mackey@mackeyelectric.net
<http://www.mackeyelectric.net/>

MEP Consulting Engineers: James Posey Associates
11155 Red Run Boulevard, Suite 310
Baltimore, Maryland 21117
P: 410-265-6100
[Jamesposey.com](http://www.jamesposey.com)

Consultant: ADC
7509 L’Hirondelle Club Road, Ruxton, MD 21204
Contact: Philip Lipscomb, Media & Theater Systems Consultant
P: (301) 459-7087 E: pal@akustx.com
<http://www.mackeyelectric.net/>

Est. Contract Total: \$275,115.00

Est. Contract Timeframe: Sept 2020 – March 2021

Description and Scope: Barbizon was hired to provide sections 116100 (Theatre and Stage Equipment) and 260936 (Modular Lighting Controls).

Section 116100 included a Theatrical Lighting and house Lighting Control System and Portable Theatrical Lighting Fixtures. The control system included an ETC Echo system paired with a Paradigm architectural control system and an ETC ColorSource40AV. A power distribution system from ETC was also included, which consisted of two recessed mount outlet boxes with 2-20A edison receptacles, voltage barrier and 1 DMX output receptable. There were also eighteen ETC surface mount outlet box with 2-20A Edison receptacles.

For Section 260936, Barbizon subcontracted Pointwright Rigging to install front of house motorized battens, pipe grid, a curved track system and additional Rigging accessories.

Virginia Wesleyan University – W20261

Owner/ Site: Virginia Wesleyan University – Hofheimer Theater
5817 Wesleyan Drive, Norfolk, VA 23455
Contact: Jason Seward, VP Student Life and Ops
Phone: (757) 455-2124 Email: jseward@vwu.edu

Est. Contract Total: \$33,759.71

Est. Contract Timeframe: February 1 2021 – April 1 2021

Description and Scope: For Virginia Wesleyan University, Barbizon furnished and installed a new dimmer rack and new circuit distribution boxes. Barbizon also provided training on the new light board provided. The dimmer rack Barbizon provided is a CEM3 control module and a PWRPKG SR48+ (a power package upgrade kit for SR48+ racks) and a new plugin station. The lightboard Barbizon provided and trained on is an Element 2 1K. During this job Gretta Daughtrey (the integrator who quoted this job) was able to talk to the customer and also sold a curtain and track package, that was installed later.

Virginia Wesleyan University – W21012

Owner/ Site: Virginia Wesleyan University – Hofheimer Theater
5817 Wesleyan Drive, Norfolk, VA 23455
Contact: Jason Seward, VP Student Life and Ops
Phone: (757) 455-2124 Email: jseward@vwu.edu

Est. Contract Total: \$27,646.42

Est. Contract Timeframe: February 1 2021 – April 1 2021

Description and Scope: For Virginia Wesleyan University, Barbizon furnished new curtains and track. The system included an E rail Track kit that is fifty six feet wide with returned of forty eight feet perimeter with a track curve that is 1 foot and eight inches in radius (and a ninety degree curve). The drapery included a main drape with vertical seams, material that is velour 60 in IFR 16 oz Athena Black, nap down. The drape is sixteen feet high and twenty feet wide with fifty percent fullness via box pleats, unlined. The bottom of the curtain is chain hem lined, five inches and tafe left and stafe right have a two inch flat hem. Installation was not included.

Langston Hughes Middle School – W1902028

Owner/ Site: Langston Hughes Middle School
11401 Ridge Heights Rd, Reston, VA 20191

Architects: Hughes Group Architects
22630 Davis Drive, Suite 175, Sterling, Virginia 20164
Contact: Name/Position
Phone: 703-437-6600 Email:
<http://hgaarch.com>

Electrical Contractors: Mackey Electrical Services
6311 Mill Branch Rd, Huntingtown, MD 20639
<https://mackeyelectric.net>

Distributor/Sold to: Capital Electric
7203 Gateway Court, Manassas, VA 20109
Contact: Casey Collier, Project Manager
Phone: (571)383-3116 Email:
casey.collier@capitalelectricsupply.com
capitalelectricsupply.com

MPE Engineers: Strickler Associates, LTD
9900 Main Street, Suite 300, Fairfax, Virginia 22031
Contact: Name/Position
Phone: 703-273-5441 Fax: 703-273-8846
stricklerltd.com

Est. Contract Total: \$189,852.16

Est. Contract Timeframe: June 2019 – June 2021

Description and Scope: Barbizon provided material and services for Langston Hughes Middle School for scope section 16555 - Drama Classroom Performance Lighting and Controls, section 165565 – Middle School Stage Performance Lighting and Controls. The lighting system Barbizon provided in the lecture hall included; an ETC dimmer rack complete with CEM3 module and twenty five TR20AF Dual 20A ThruPower modules, Unison Echo DMX Scene Controller, control stations, plug in stations, an Element2 1K, a 35' long ETC Connector Strip. The fixture package Barbizon provided included; sixteen ETC ColorSource spot deep blue units with 26 degree barrels, eight ETC ColorSource Cyc units, fourteen ETC ColorSource PAR deep blue units, and two CantoUSA followspots. Barbizon also installed these units.

Barbizon also provided a lighting system for the Drama Classroom, which consisted of a similar control setup with an ETC Sensor3 Dimmer rack containing a CEM3 module, thirteen TR20AF Dual 20A ThruPower modules and the same controllers and stations for the lecture hall. The fixtures Barbizon provided and installed for the classroom included eight ETC Source Four 25-50 degree Junior Ellipsodials and eight ETC Source Four Fresnel Spotlights.

Both spaces received pipe battens, with installation included.

Western Heights Middle School – W21062

Owner/ Site: Western Heights Middle School
1300 Marshall St., Hagerstown, MD 21740
Contact: Cole Durica
Phone: 301-766-8403 Email: duricchr@wcps.k12.md.us
Contact: Scott Bachtell
Phone: 301-766-2842 Email: bachtsco@wcps.k12.md.us
Est. Contract Total: \$15,699
Est. Contract Timeframe: April 2021 – July 2021
Description and Scope: Barbizon provided Western Heights Middle School upgraded LED lighting and networking accessories. Lighting equipment included two Chauvet Rogue R2X Spot units, six ETC ColorSource Spot Jrs in Deep Blue with accessory kits. Networking equipment included twelve Strand A21 Dimmer Bypasses and one City Theatrical Multiverse Show Baby. Barbizon also provided system integration services, rack conversion and cleaning, removal of old front of house fixtures and installation of new front of house fixtures (which included focusing and patching new fixtures), and project management.

William Hill Sport Book – W20176

Owner/ Site: William Hill Sports Book, Gambling House in Washington D.C.
601 F St NW Washington DC 20004
Architects: Architecture Incorporated
1902 Campus Commons Drive, Suite 101, Reston, VA 20191
P: (703) 476-3900
www.archinc.com
Sold to: Maurice Electrical Supply Co.
6500A Sheriff Rd, Landover, MD 20785
Contact: Michelle Thomas, Project Manager
P: 202-675-9450 E: michelle.thomas@mauriceelectric.com
Est. Contract Total: \$28,966.44
Est. Contract Timeframe: November 11th 2020 – April 2021
Description and Scope: For William Hill Sports Book, Barbizon furnished for turnover the ETC Lighting Control System per Control Riser Rev. 0.2 for installation by Electrical Contractor. The specified equipment included an IQ48 Sensor IQ mains feed wall mount panel with forty eight IQ SM B20 intelligent breakers with relay, a sensor IQ low voltage control option (IQ-LVD), and a foundry 600-watt forward phase dimmer (UFD-MLV). The performance lighting control system equipment included an equipment rack that contained an Ern2, paradigm architectural control processor (P-ACP3), a paradigm power station module (P-SPM-E), a response Mk2 four-port DMX/RDM gateway, a cisco switch, and the necessary accessories. Barbizon provided five control station faceplates (black boxes by others) in cream, five more control stations with IR ports, a Paradigm seven inch touchscreen with a flush mount kit. Services provided include project management/coordination and drawings along with a complete set of as-built drawings and operation manuals.

Discovery Theater – W1708162

Owner/ Site: Smithsonian Discovery Theater
1100 Jefferson Dr SW, Washington, DC 20560
Contact: Sam Game, Production Manager
Phone: (202) 633-8700 Email: games@si.edu

Electrical Contractor (Sold to): T&B Electric
2134 Espey Ct #30, Crofton, MD 21114
Contact: George Roque
Phone: (301) 261-3701 Email: groque@tandbelectric.com
<http://www.tandbelectricco.com/>

General Contractor: Air Services, Inc.
814 W Diamond Avenue, Suite 205
Contact: John Titus, Senior Project Manager
Phone: (301) 212-4160 Email: jtitus@airservicesinc.com
<http://www.airservicesinc.com/>

Est. Contract Total: \$143,406

Est. Contract Timeframe: September 10th 2020 – March 1st 2021

Description and Scope: Barbizon provided power control system materials, dimmer control system materials along with a replacement dimmer rack and lighting fixtures with accessories. Barbizon also installed the systems and lighting fixtures, provided integration services, project management services and training on the new material.

The power control system included ETC plug in/out stations and gateways, Cisco switches and various other items to piece these things together. The dimmer control system included an ECT Ion XE 20 lighting console, a Planar touchscreen, a UPS battery backup, an ETC colorsource wireless DMX transmitter and various material to piece it together. The replacement dimmer rack was an ETC black Sensor3 48 Module Dimmer rack with a CEM3 Control Module and 24 dimmer modules and 24 relay modules. Barbizon also installed an ETC Paradigm Architectural Control Processor along with a touchscreen and button stations to control the architectural lighting in the theater

The fixtures Barbizon provided and installed for Discovery theater included product from three different manufacturers; Chauvet, ETC and Rosco. Specifically, we provided ten Chauvet Ovation Cyc units, four ETC D40 Vivid units, one ETC ColorSource PAR deep blue, one Rosco Micro cube, six ETC ColorSource Spot Deep Blue and two LED pinspots from Chauvet.

Project Methodology

The RFP lays out clear guidelines for the inspection of the rigging and lighting fixtures. Barbizon routinely provides these types of service for our clients in schools, theatres, television stations, museums, and houses of worship. Our technicians are trained to evaluate system condition, inspect equipment for mechanical and electrical issues, and to clean and repair dimming and control equipment. Barbizon's technicians are routinely called on to troubleshoot intermittent or unclear problems and find solutions to keep our clients' systems up and running. And, since all of Barbizon's personnel are from the industries we support, we understand that the most important thing is that the show, event, or service happens when it is supposed to.

To provide the services as detailed in the RFP Barbizon will partner with one of our frequent collaborators. A team consisting of an ETCP CR-T Lead Rigging Installer and an assistant, working with one of Barbizon's Field Service Technicians will conduct the inspections. They will bring with them required access equipment (lifts, ladders, scaffolding, etc...) and they will be equipped with safety equipment including PPE (Personal Protective Equipment) and Lock-Out/ Tag-Out kits. They will have electrical and electronic testing equipment (true RMS meters, DMX tester), a laptop computer with any manufacturer's software, and basic hand and power tools. We would expect that each school will require an average of eight hours onsite.

Inspections will be scheduled and tracked by Ian Schmidt, Barbizon Repair Coordinator. He will coordinate with the JMU personnel involved to develop a calendar and onsite contact lists for the annual inspections. Our Customer Relationship Management (CRM) software (ACT, by Sage Software) allows us to integrate and track client interactions, such as a phone call with subsequently scheduled follow-up phone calls or service visits. By doing this we can quickly review what services were provided when and in response to what issues. Mr. Schmidt would also be the point of contact for any other service or repair needs. Should Mr. Schmidt be unavailable, JMU can contact Mr. Stephen Snyder, Senior Project Manager directly via the Barbizon Capitol office for service.

The first step of our onsite process is a physical assessment of the facility during which we collect basic measurements and site information such as stage size and layout, building structure, and equipment locations. We also collect information on safety measures in place including location of fire extinguishers, first-aid kits, and stored materials which may be located in the stage area. A similar assessment of the condition of the dimming and control systems and related electrical rooms and services is made by the Field Service Technician. While not specifically requested in the RFP, we feel strongly that these are a part of any inspection and have included them accordingly. This information will be recorded on forms which will be created and maintained for each facility.

From this point, the team will work together to jointly inspect the rigging equipment and fixtures. Any fixtures supported on moveable or fixed rigging will be accessed by the

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Riggers and inspected by the Field Service Technician. The Field Service Technician will also provide visual inspection of any theatrical distribution devices which are mounted on the rigging. The rigging inspection will proceed with documenting the condition of all rigging equipment. Should any unapproved modifications to the installed equipment be noted, these will be reported to School Plant personnel while the team is onsite.

Any “severe” deficiencies which cannot be corrected during the inspection visit will be reported immediately to School Plant personnel and will be communicated to Barbizon’s Repair Coordinator. The Repair Coordinator will contact JMU Project Management not later than the next business day to notify them of the need for the repair, a timeline to provide a cost, and lead-time to make the repair following approval of the cost. Depending on the nature of the repair, the Repair Coordinator may refer the work to one of Barbizon’s Project Managers to coordinate with required Subcontractors and/ or Engineers. Updates will be provided via phone or email (whichever is preferred by JMU) on the status of repairs or outstanding issues.

For equipment which is found to be in “poor” condition, the Repair Coordinator or Project Manager will work with any required Subcontractors and/or Engineers to develop a proposal for materials and methods to correct the condition and this information will be included with the inspection report.

The inspection report compiled by the Rigger and Field Service Technician will be sent to Barbizon’s Senior Project Manager for review and comment. Once it has been reviewed internally, the Repair Coordinator will transmit it to JMU via email within 30 days of the date of inspection. Two copies of the collated inspection reports for each year will be transmitted in PDF format on digital media not later than February 28, 2018 for year one and not later than September 30 for inspections in subsequent years.

For sales inquiries, a Sales Representative will put together a quotation, to be emailed to the client at their request. The Sales Representative will adhere to all pricing structures as specified in this contract. Depending on the size of the order, additional discounts may be applied to any or all products at the Sales Representative’s Jurisdiction. For in stock orders, products will be shipped the same day by the client’s preferred shipping method, provided the orders are received before 2 PM. For out of stock orders, products will be shipped as fast as possible, but this will be contingent on manufacturer supplies. In stock delivery time is usually a one-day ship time. Out of stock delivery varies on manufacture stocks, and point of shipment, and may be able to be rush shipped for an additional fee. Returns will be processed on a case-by-case basis, and may incur up to a 35% restocking fee. Once a shipment has been delivered, an invoice will be mailed to the purchasing department, or emailed directly to the buyer. Barbizon works with many schools, of all grade levels to supply products for their needs as well as support them when any issues may arrive with products. Barbizon can use either a Purchase Order or a P-Card to process orders. No verbal POs will be accepted.

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NEGOTIATION SUMMARY

BARBIZON CAPITOL

RFP# MPM-1172 THEATRICAL, ATHLETIC FIELD, AND SPECIALTY LIGHTING

12/9/2022

The Primary Point of Contact for this Contract is:

Zack Baber

Senior Sales

Representative

703-750-3900 x2272

zbaber@barbizon.com

PRICING

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9

Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* *Lighting Installation and Repair Services Rates*

"Position"									
Labor Rate \$/hour	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25
"Position"									
Labor Rate \$/hour	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25

Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* *Lighting Installation and Repair Services Rates*

"Position"									
Labor Rate \$/hour	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5
"Position"									
Labor Rate \$/hour	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9

Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* *Lighting Design and Analysis Services Rates*

"Position"									
Labor Rate \$/hour	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25
"Position"									
Labor Rate \$/hour	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25

Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* *Lighting Design and Analysis Services Rates*

"Position"									
Labor Rate \$/hour	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5
"Position"									
Labor Rate \$/hour	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5	\$212.5

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9

Lighting Products and Equipment (List by Manufacturer and Discount rate offered)

Manufacturer	% Off List Discount Offered by Zone								
Altman lighting	15%	15%	15%	15%	15%	15%	15%	15%	15%
ETC)									
	15%	15%	15%	15%	15%	15%	15%	15%	15%

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING

Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)

Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
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Lighting Gel – 20"x24" Sheet, Rosco	\$12.00	25%	\$9.00
Lighting Gel – 20"x24" Sheet, Gam	\$12.00	25%	\$9.00
Lighting Gel – 24" x 25' Roll, Rosco	\$148.25	25%	\$111.18
Steel Gobo – Rosco, ETC Source 4 Size A	\$17.00	20%	\$13.60
Gobo Holder – City Theatrical, S4 Size A	\$11.32	20%	\$9.05
Dance floor tape – 2"x36 yard, Black	\$15.91	55%	\$7.15
Spike tape – ½" x 60 yards	\$12.70	45%	\$6.98
Gaffer tape – 2"x55 yards	\$3300	45%	\$18.50

General Pricing Structures

- All VASCUPP entities shall receive a discount of at least 15% on the following brands: ETC, ALTMAN, ROBE, CHAUVET, ELATION, PRO-TAPES.
- 15% is the minimum discount for the above brands. Larger discounts may be applied on a per-order basis.
- Barbizon will strive to apply a 15% discount to all brands, but please note, only the above brands are contracted.
- All VASCUPP entities will received a 15% discount on all services in our attached Services Schedule.
- JMU alone will receive free travel for service calls(not including overnights).
- All shipments are FOB destination.
- Barbizon reserves the right to charge a 3% credit card service fee.
- Pricing may exclude service parts for repairs.

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SERVICE DEPARTMENT FEE SCHEDULE

In-House Services

Repair Evaluation Fee:	\$ 85.00 per unit
<i>(Evaluation fee is rolled into the cost of all approved repairs and charged to non-repaired items)</i>	
In-House Repair:	\$ 85.00 per hour
In-House Programming:	\$ 100.00 per hour
Expedite Repair Fee:	\$ 125.00 per unit

Field Services

Flat Rate Structure:	
½ day: Normal business hours (8am-6pm)	\$500.00
Day rate: Normal business hours (8am-6pm)	\$1000.00
After hours: (Hours required between 6PM-8AM Monday-Friday)	
½ day:	\$1000.00
Day rate:	\$2000.00

Expedited:

**** On site with less than 21 day notice**

½ day: Normal business hours (8am-6pm)	\$750.00
Day rate: Normal business hours (8am-6pm)	\$1500.00

Travel:	\$100.00 per hour
<i>(Travel greater than 1 hour)</i>	

Overnight:	\$ 350.00 per night
<i>(Premium locations may incur additional charge)</i>	

ALL VASCUPP ENTITIES RECIEVE A 15% DISCOUNT FROM ALL SERVICES LISTED. JAMES MADISON UNIVERSITY ALONE IS EXEMPT FROM TRAVEL COSTS(NOT INCLUDING OVERNIGHTS).



Technical Services Terms & Conditions

1) RATES

All rates and fees are subject to change by Barbizon annually.

2) WARRANTY INFORMATION

Customer is limited to the terms and conditions of the manufacturer's warranty. During the warranty period, however, customers may hire Barbizon Lighting Company for field labor, when necessary, at the contracted rates. Barbizon only warrants the work performed at the time of service.

3) EQUIPMENT

Barbizon assumes no liability for equipment moved from its originally installed location or any cosmetic or physical damage caused wherein. Barbizon is not responsible for the storage or safe keeping of equipment once decommissioned or removed by Barbizon personnel. Equipment can be re-evaluated for proper working order upon equipment reinstallation per manufacturer's specs.

4) ELECTRICAL CONTRACTOR

Barbizon Lighting Company is not an electrical contractor. For cable runs, fixtures, and high voltage wiring, Barbizon will assist you and your electrical contractor in troubleshooting and new installations.

5) ACCESS

Barbizon Lighting Company is not responsible for providing lift or ladder access, unless included in the quote for service. This is to be provided via the contract holder and all equipment must be up to standard OSHA safety standards.

Barbizon Lighting and the manufacturer are not responsible for damage to the equipment resulting from improper installation, physical damage, use in which the equipment is not intended or designed, or abusive operating conditions.

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

Offeror Name: Barbizon Capitol Preparer Name: Zack Baber

Date:
12/5/2017

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)?
Yes No X If
yes, certification number: Certification date:

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program.

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Certification applications are available through SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: ____ *RFP # DMS-977*

Theatrical, Athletic Field and Specialty Lighting

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

Offeror / Proposer:

BARBIZON CAPITOL

6437-G GENERAL GREEN WAY

ALEXANDRIA, VA 22312

ZACK BABER

703-750-3900

Barbizon Capitol maintains relationships with a number of SWaM, subcontractors. Due to differing specialties, job schedule, scope of work and location, we refrain from listing them here. We can list them for individual jobs once the requirements have been specified.

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

RETURN OF THIS PAGE IS REQUIRED

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VASCUPP SALES FOR 2022

George Mason University – \$ 61806.85
James Madison University – \$ 60002.88
Old Dominion University – \$15015.26
Longwood University – \$0
Radford University – \$0
University of Virginia – \$ 22485.14
Virginia Commonwealth University – \$ 3917.64
University of Mary Washington – \$ 45386.62
Virginia Military Institute – \$ 0
Virginia Tech – \$ 16978.94
William and Mary – \$ 1393.86
Norfolk State University - \$167347.47

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REPRINT

Barbizon Capitol Inc.
6437-G General Green Way
Alexandria, VA 22312

Voice: 703-750-3900
Fax: 703-750-1448

INFORMATION ONLY

Order Number: VA0122756
Order Date: 1/2/2023
Required By: 12/31/5999
Customer Number: 01-0888888

Sold To:

VASCUPP PRICING
VA

Ship To:

VASCUPP PRICING
JAMES MADISON UNIVERSITY
Alexandria, VA 22312

Customer P.O.	Ship VIA CPU	Entered By ZB	Terms COD	Credit Card #	Date Authorized	Authorized Amnt
Item Number	Warehouse	Ordered	Shipped	Back Order	Price	Amount
R24S SCARLET ROSCOLUX 20"X24" SHEET MSRP IS \$12	001	0.00	0.00	0.00	9.00	0.00
G660S MEDIUM GREEN GAM 20"X24" SHEET MSRP IS \$12	001	0.00	0.00	0.00	9.00	0.00
R24R SCARLET ROSCOLUX 24"X25' ROLL MSRP IS \$148.25	001	0.00	0.00	0.00	111.18	0.00
RP77870 STARS & STRIPES (WHITE), SIZE: MSRP IS \$ 17	001	0.00	0.00	0.00	13.60	0.00
CT2150 PATTERN HOLDER A-SIZE S4, SANDWICH STYLE MSRP IS \$ 11.32	001	0.00	0.00	0.00	9.05	0.00
PS2BLK DANCE FLOOR TAPE 2"X36YDS BLK PRO-SPLICE MSRP IS \$ 15.91	001	0.00	0.00	0.00	7.15	0.00
PG12FLGRN PRO SPIKE 1/2X45YD FL GREEN CLOTH TAPE	001	0.00	0.00	0.00	6.98	0.00

Continued

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Barbizon Capitol Inc.
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INFORMATION ONLY

Voice: 703-750-3900
Fax: 703-750-1448

Order Number: VA0122756
Order Date: 1/2/2023
Required By: 12/31/5999
Customer Number: 01-0888888

Sold To:

VASCUPP PRICING
VA

Ship To:

VASCUPP PRICING
JAMES MADISON UNIVERSITY
Alexandria, VA 22312

Customer P.O.	Ship VIA	Entered By	Terms	Credit Card #	Date Authorized	Authorized Amt
	CPU	ZB	COD			
Item Number	Warehouse	Ordered	Shipped	Back Order	Price	Amount
MSRP IS \$ 12.70						
PG2BLK	001	0.00	0.00	0.00	18.15	0.00
PRO GAFF 2X55YD BLACK GAFFERS						
MSRP IS \$ 33						
*ETC	DS -	1.00	0.00	0.00	0.00	0.00
AT LEAST 15% DISCOUNT ON ETC						
EXCLUDES SERVICE PARTS						
*ALTMAN	DS -	1.00	0.00	0.00	0.00	0.00
AT LEAST 15% DISCOUNT ON ALTMA						
EXCLUDES SERVICE PARTS						
*CHAUVET	DS -	1.00	0.00	0.00	0.00	0.00
AT LEAST 15% DISCOUNT CHAUVET						
EXCLUDES SERVICE PARTS						
*ROBE	DS -	1.00	0.00	0.00	0.00	0.00
AT LEAST 15% DISCOUNT ON ROBE						
EXCLUDES SERVICE PARTS						
*PROTAPES	DS -	1.00	0.00	0.00	0.00	0.00
AT LEAST 15% DISCOUNT PROTAPES						
EXCLUDES SERVICE PARTS						

Continued

Barbizon Capitol Inc.
6437-G General Green Way
Alexandria, VA 22312

Voice: 703-750-3900
Fax: 703-750-1448

REPRINT

Order Number: VA0122756
Order Date: 1/2/2023
Required By: 12/31/5999
Customer Number: 01-0888888

INFORMATION ONLY

Sold To:

VASCUPP PRICING
VA

Ship To:

VASCUPP PRICING
JAMES MADISON UNIVERSITY
Alexandria, VA 22312

Customer P.O.	Ship VIA	Entered By	Terms	Credit Card #	Date Authorized	Authorized Amt
	CPU	ZB	COD			
Item Number	Warehouse	Ordered	Shipped	Back Order	Price	Amount
*ELATION AT LEAST 15% DISCOUNT ELATION	DS -	1.00	0.00	0.00	0.00	0.00

EXCLUDES SERVICE PARTS
SHIPPING CHARGES NOT INCLUDED AT THIS TIME AND WILL BE ADDED AT THE TIME OF
INVOICING.
THANK YOU!

The prices quoted herein are valid for thirty (30) days, except all prices are subject to change due to changes in duties, tariffs, border adjustment taxes, and fees whether foreign or domestic at any time following the date of this Quote. In addition to the prices quoted herein, your company shall be responsible for and shall pay for all applicable federal, state and local sales, use, property, excise and other taxes, duties, tariffs, or governmental charges imposed on or with respect to any items quoted herein, except taxes levied on Barbizon's net income.

Net Order: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 0.00

Remit To:
 Barbizon Capitol Inc.
 6437-G General Green Way
 Alexandria, VA 22312

Voice: 703-750-3900
 Fax: 703-750-1448

INFORMATION ONLY

Invoice Number: VA0106424
Invoice Date: 10/7/2020

Order Number: VA0146731
Order Date: 9/23/2020
Customer Number: 01-0009307

Sold To:
 JAMES MADISON UNIVERSITY
 FACILITIES MANAGMENT
 ACCOUNT CAPITOL
 HARRISONBURG, VA 22807

Ship To:
 JAMES MADISON UNIVERSITY
 ATLANTIC UNION BANK CTR
 645 UNIVERSITY BLVD
 ATTN: ED FRANKS
 HARRISONBURG, VA 22807

Customer P.O.	Ship VIA	Entered By	Terms	Credit Card#	Paid Amount
EP3236203	TRUCK		NET 30		
Item Number	Ordered	Shipped	Back Ordered	Price	Amount
LYC1290	2.00	2.00	0.00	13,000.00	26,000.00
XLT 2K XENON LONG THROW					
MSRP IS \$18,900					
LPAK-EFF	2.00	2.00	0.00	28.00	56.00
COLOR EFFECTS LIGHTING PACK (CONTAINS 12 - 10"X12" LEE SHEETS)					
MSRP IS \$38					
XBO2000HSOFR	2.00	2.00	0.00	600.00	1,200.00
2000W XBO #69270 FOR LYC1290XLT AND STRONG XENON SUPER TROUPER II					
MSRP IS \$ 1,567.34					
THIS QUOTE IS COMPLIANT WITH VASCUPP CONTRACT# UCPJMU5090					
PLEASE DO NOT SHIP UNTIL 10/5					
TRACKING NUMBER:3092301323					
THANK YOU FOR YOUR BUSINESS.					

x _____

SUBJECT TO BARBIZON STANDARD TERMS AND CONDITIONS

Any unpaid balances after (30) days will be subject to a 1-1/2% Service Charge per month. Collection Costs, attorney's fees and all costs incurred through outside services are to be paid by debtor.

Net Invoice: 27,256.00

Freight: 700.00

Sales Tax: 0.00

Invoice Total: 27,956.00

REQUEST FOR PROPOSAL

RFP # MPM-1172

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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 theatrical, athletic field, and specialty lighting equipment and services on an as-needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The Forbes Center for Performing Arts has five performance venues plus an additional 1,300 seat auditorium which all utilize the same lighting equipment packages to include ETC Eos and Ion consoles, conventional and LED lighting instruments, moving lights, dimmer racks, network switches, processors, and battery backups.

JMU Athletics has numerous stadiums, practice fields, and indoor facilities ranging from Bridgeforth Stadium with a capacity of 24,877 to the Sinclair Gymnasium with a capacity of 1,500. Facilities cover a wide range of sports activities including football, basketball, baseball, softball, tennis, swimming, and field sports. These facilities utilize LED and metal halide lights along with technology to ensure that lighting is monitored at all times to inform the University when lights need to be changed.

In addition, the University has diverse lighting needs across its many academic and residential facilities. The University is interested in return-on-investment lighting studies, lighting design, light pollution solutions, and other specialty lighting needs which may continue to develop as new technologies emerge.

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

Potential Offerors may submit to provide services in any of the categories requested in this solicitation. Contractors should clearly specify in their proposal what portions of the requested equipment and services they can provide.

- A. James Madison University seeks a contractor(s) with extremely high standards of customer service and quality, in an effort to provide theatrical, athletic field, specialty lighting equipment and services. The contractor shall furnish all labor, insurance, supervision, equipment, documentation, materials, disposal, and incidentals necessary to provide lighting services to the

university.

- B. Contractor shall be responsible for adhering to all **University Construction Guidelines** and shall work directly with relevant personnel at the University. Link: <http://www.jmu.edu/hecom/files/jmu-design-construction-guidelines-2016.pdf>. Contractor shall be responsible for all measurements, calculations, and other details for each project.

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.
2. Provide discounted line item pricing for services and labor rates.
3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.
4. Provide a general narrative description of the equipment/products and related services.
5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.
6. Describe offeror's ability to provide assistance of design/layout of new installation.
7. Describe in detail the complete shipping and delivery program.
8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
9. Describe how/when you offer additional quantity or volume discounts.
10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.
11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.
12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.
13. Describe offeror's ability and specific plan to provide and monitor system performance.
14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.
15. Describe how the offeror will determine and convey time frame for immediate maintenance services.
16. Describe in detail warranty given on all equipment and service.
17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
18. Specify if offeror is an "authorized" distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.

19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.
20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.
21. Specify offeror's ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.
22. Provide primary customer service contact for James Madison University lighting services.
23. Acknowledge understanding that all items are FOB Destination.
24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
25. Describe all other goods or services your company can provide and list any associated costs.

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 two (2) 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 addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the

solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
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	20
	<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, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. 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.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical	\$2,450,000 per occurrence; \$4,250,000 aggregate

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia*

(<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

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

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

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

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

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

- Z. 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.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

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:	Barbizon Capitol, inc	1/10/23	2pm
	Name of Offeror	Due Date	Time
	6437G General Green Way	MPM1172	
	Street or Box No.	RFP #	
	ALEXANDRIA VA 22312	THEATRICAL ATHLETIC FIELD & SPECIALITY LIGHTING	
	City, State, Zip Code	RFP Title	
Name of Purchasing Officer: MICHAEL PATRICK MORRIS			

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

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

R. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: SEE ABOVE Subcontractor Name: _____

License #: _____ Type: _____

S. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

T. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

- U. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- V. 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.
- W. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- X. 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.
- Y. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- Z. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- AA. 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.
- BB. PROTECTION OF PERSONS AND PROPERTY: The contractor expressly undertakes both directly and through its subcontractor(s) to take every precaution at all times for the protection of persons and property that may come on the work site or be affected by contractor's operation in connection with the work.

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

- CC. 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 the requirements of the contract.

DD. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

1. The contractor, in conjunction with their subcontractors and suppliers shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance, and parts manuals for all equipment provided in conjunction with this contract. Further specific requirements may be indicated in the specifications.

EE. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

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

GG. 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.

HH. 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.

II. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.

IX. METHOD OF PAYMENT

The contractor will be paid based on 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 request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. 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.

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>.

The Offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize offered services. A list of VASCUPP members can be found at: www.vascupp.org.

Add additional rows as needed to list all rates and fees for labor, goods, and services to be offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE								
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Lighting Products and Equipment (List by Manufacturer and Discount rate offered)								
Manufacturer	% Off List Discount Offered by Zone							

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING			
Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)			
Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
Lighting Gel – 20"x24" Sheet, Rosco			
Lighting Gel – 20"x24" Sheet, Gam			
Lighting Gel – 24" x 25' Roll, Rosco			
Steel Gobo – Rosco, ETC Source 4 Size A			
Gobo Holder – City Theatrical, S4 Size A			
Dance floor tape – 2"x36 yard, Black			
Spike tape – ½" x 60 yards			
Gaffer tape – 2"x55 yards			

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 E: [JMU Design & Construction Guidelines](#)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____ Date Form Completed: _____

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

Offeror / Proposer:

Firm		Address		Contact Person/No.	
Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



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)



Systems, Products, and Services
for Entertainment and Architecture

ELECTRICIAN'S HANDBOOK

Version 7.2
www.barbizon.com

Before You Continue

As a courtesy to our customers, we are providing to you this guide as a reference. However, please note that we cannot guarantee the accuracy and completeness of all information contained herein, and we accept no responsibility regarding any information contained herein which may be incorrect.

Barbizon has produced this book for the sole purpose of making the lives of technicians a little easier and efficient. We are continually updating and refining the contents, if you think something needs to be corrected, amended, or added, send an email to:

inquiry@barbizon.com

*A special note of thanks to Roy Bickel
for his feedback and suggestions
for additions and updates.*

Electrical Terms & Definitions

Unit	Symbol	Definition
Volt	V	The pressure required to force one ampere through a resistance of one ohm.
Ampere (Amp)	A	The electric current that will flow through one ohm under a pressure of one volt.
Ohm	R	The resistance through which one volt will force one ampere.
Hertz	Hz	Frequency in cycles / second.
Watt	W	One joule X per second.
Horsepower	hp	745.6999 watts.
Mired Shift		A value used in changing color temperature of a light.

Recommended Extension Cord Wire Gauge

	Rated Load (in amps)											
Length	2	3	4	5	6	8	10	12	14	16	18	20
25'	18	18	18	18	18	18	18	16	16	16	14	14
50'	18	18	18	18	16	16	14	14	12	12	12	12
100'	18	16	16	14	14	12	12	10	10	10	8	8
150'	16	14	14	12	12	10	10	8	8	8	6	6
200'	16	14	12	12	10	10	8	8	6	6	6	6
	Gauge											

Wiring Code

US	Positive	Black, Red, Blue
	Ground	Green
	Neutral	White
Internat-ional	Positive	Brown
	Ground	Green/Yellow
	Neutral	Blue

Inches

Centimeters

Wire and Cable Abbreviations

S	Service (600V)
O	Oil-Resistant Jacket
OO	Oil-Resistant & Oil Resistant Conductors

W	Weather Resistant Jacket
J	Junior Hard Services (300V)
T	Thermoplastic
P	Parallel

S	Heavy-duty, rubber-insulated portable cord. Stranded copper conductors with separator and individual rubber insulation. Two or more color-coded conductors cabled with filler, wrapped with separator and rubber jacketed overall. 600V
SO	Hard-service cord, same construction as Type S, except oil resistant carolprene jacket. 600V, 60°C to 90°C
SOO	Same as SO, but inner conductor insulation as well as the outer jacket is oil-resistant
SOOW	Same as SOO, but also weather-, water- and sunlight-(UV) resistant
SJ	SJ has an all rubber construction, remains flexible at low temperatures, and is designed for indoor use with portable tools, equipment and motors. 300V
SJO	Same as SJ, but carolprene, oil-resistant compound outer jacket. Can also be made water-resistant. 300V, 60°C.
SJOO	Same as SJO but inner conductor insulation as well as the outer jacket is oil-resistant.
SJOOW	Same as SJOO but also water- and weather-resistant.
SPT-1&2	PVC insulated, extra flexible parallel cord for use in household appliances, including clocks, fans, radios, and most often, SPT-2 in lamps, also known as Zip Cord

ENTERTAINMENT CABLE

TYPE SC - Stage & Lighting Cable

Type C is a "UL designation for stage cable"

600 VOLTS · 105°C · 35°C

Applications

Portable power and lighting applications in the entertainment industry including motion picture, television, theatres, stage and similar locations.

STAGE CABLE TYPES SOOW & SJOOW

Synthetic Rubber Insulation with Oil-Resistant

Thermoset Jacket SOOW 90°C

Applications

Type SOOW 90°C Designed for extra hard usage with industrial equipment, heavy tools, battery chargers, portable lights and power extensions.

SOOW is sunlight, water, oil and weather resistant and suitable for outdoor applications in the United States and in Canada.

Type SJOOW 90°C Designed for hard usage with portable tools, small motors and power extensions. Type SJOOW is sunlight, water, oil and weather resistant and suitable for outdoor applications in the United States and in Canada.
600V · SJOOW 90°C (300V)

Typical Cable Assy Weights (in LBS)*

Cable Assembly Type	Cable Length (in FT)											Devices	Weight (in LBS/FEET)**			Weight**	
	3	5	6	10	15	25	50	75	100	125	150		Conn.	Plug	Pin/Mnt	Cable Type	LBS/FT
DMX, 3-PIN	0.25	0.35		0.52	0.72	1.08	2.00	2.45	3.85			NC3FX-B / NC3MXX-B	0.10	0.10		22/5 DMXPL	0.04
DMX, 5-PIN	0.25	0.35		0.52	0.72	1.08	2.00	2.45	3.85			NC5FX-B / NC5MXX-B	0.10	0.10		22/5 DMXPL	0.04
Ethernet/Network	0.15	0.40		0.65	0.80	1.45	3.17		5.95			TD8PCS / TD8CVR-BK	N/A	0.05		7924A	0.03
powerCON		0.80		1.60	2.30	3.75	7.15	10.65	15.20			NAC3FCA / NAC3FCB	0.08	0.08		12/3 SJOOW	0.13
powerCON TRUE1		0.80		1.60	2.30	3.75	7.15	10.65	15.20			NAC3FX-W / NAC3MX-W	0.10	0.10		12/3 SJOOW	0.13
15A Edison		0.95		1.70	2.25	3.75	7.10		15.55			X515C / X515P	0.10	0.10		12/3 SJOOW	0.13
20A Edison		0.95		1.70	2.25	3.75	7.10		15.55			X520C / X520P	0.10	0.10		12/3 SJOOW	0.13
L520		1.20		1.95	2.50	4.00	7.35		15.80			HBL2313 / HBL2311	0.25	0.25		12/3 SJOOW	0.13
L620		1.20		1.95	2.50	4.00	7.35		15.80			HBL2323 / HBL2321	0.35	0.35		12/3 SJOOW	0.13
20A Stage Pin		1.55		2.70	3.75	5.95	11.20		22.75			2P20G-F / 2P20G-M	0.20	0.25		12/3 SOOW	0.23
60A Stage Pin		1.55		2.70	3.75	5.95	11.20		22.75			660F / 660M	0.70	0.90		6 SC	0.15
100A Stage Pin		1.55		2.70	3.75	5.95	11.20		22.75			G100F / G100M	1.40	1.65		6 SC / 4 SC	0.15 / 0.21
19-Pin 6 Circuit 12/14				6.55	9.15	14.00	27.00	40.00	53.00	67.30	79.10	LSC19-LFC-29 / LSC19-LMC-29	0.65	0.65		12/14 TPR	0.53
19-Pin 6 Circuit 12/18						18.00	37.00	55.00	73.00	91.00		LSC19-LFC-36 / LSC19-LMC-36	0.80	0.80		12/18 TPR	0.69
Motor Cable							12.80		19.40		28.75	7PM-MCFL / 7PF-MCFL	0.35	0.25		16/7 SOW-A	0.19
4/0 W Single Conductor Feeder				15.50		20.30	40.00		80.00			16D33 / 16D24	0.75	0.80	0.55	4/0 W	0.93
2/0 Single Conductor Feeder		3.70		6.20		13.10	26.20		52.50			16D33 / 16D24	0.75	0.80	0.55	2/0 SC	0.51
#2 Single Conductor Feeder						13.10	26.20		52.50			CLSZ0FB / CLSZ0MB	0.75	0.80		2 SC	0.25
#2 x 5-Wire Feeder Set							14.00		29.05			CLSZ0FB / CLSZ0MB	0.75	0.80		2 SC	0.25
PE6/4- CS (California Style) 50A						17.00	33.20	63.55				16D33 / 16D24	0.75	0.80		2 SC	0.25
PE125-L2120 Extension						17.00	33.20	63.55				16D33 / 16D24	0.75	0.80		2 SC	0.25
PE125-L2120 Extension						9.35	17.65	33.70				CLSZ0FB / CLSZ0MB	0.75	0.80		2 SC	0.25
PE105-L2130 Extension		2.80		5.50		11.15	21.05	32.40	44.15		62.35	HBL2813 / HBL2811	0.35	0.35		10/5 SOOW	0.47

* = Table represents typical assemblies with industry standard cables and connectors, actual product weights may vary depending upon manufacturer.

** = Table represents information as detailed in manufacturer data materials

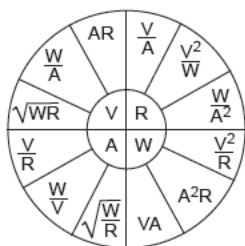
Typical Cable Assy Weights, Con't*

Cable Assembly Type	Cable Length (in FT)										Devices	Weight (in LBS/EA) **			Weight **		
	3	5	6	10	15	25	50	75	100	125		150	Conn.	Plug	Pin Mnt	Cable Type	LBS/FT
Twofer Stage Pin	1.55											2P20G-F / 2P20G-M	0.20	0.25		3123J	0.90
Twofer Edison	1.35											X515C / X515P	0.10	0.10		3123J	0.90
Twofer L520	1.80											HBL2313 / HBL2311	0.25	0.25		3123J	0.90
Twofer L620	1.80											HBL2323 / HBL2321	0.35	0.35		3123J	0.90
19-Pin Break In - Stage Pin	4.25		6.95									LSC19-LFC-36 / 2P20G-M	0.80	0.25		12/3 SJ00W	0.13
19-Pin Break Out - Stage Pin	4.25		6.95									2P20G-F / LSC19-LMC-36	0.20	0.80		12/3 SJ00W	0.13
19-Pin Break In - Edison	4.05		6.55									LSC19-LFC-36 / X515P	0.80	0.10		12/3 SJ00W	0.13
19-Pin Break Out - Edison	4.05		6.55									X515C / LSC19-LMC-36	0.10	0.80		12/3 SJ00W	0.13
19-Pin Break In - L520	5.00		7.60									LSC19-LFC-36 / HBL2311	0.80	0.25		12/3 SJ00W	0.13
19-Pin Break Out - L520	5.00		7.60									HBL2313 / LSC19-LMC-36	0.25	0.80		12/3 SJ00W	0.13
19-Pin Break In - L620	5.00		7.60									LSC19-LFC-36 / HBL2321	0.80	0.35		12/3 SJ00W	0.13
19-Pin Break Out - L620	5.00		7.60									HBL2323 / LSC19-LMC-36	0.35	0.80		12/3 SJ00W	0.13

* = Table represents typical assemblies with industry standard cables and connectors, actual product weights may vary depending upon manufacturer.

** = Table represents information as detailed in manufacturer data materials

Electric Formulas Wheel



V = Volts (Electro Magnetic Force)

R = Ohms (Resistance)

A = Amps (Intensity)

W = Watts (Power)

Electricity can be lethal. Please use this book as a reference. Always review local codes and laws.

Power Formula:

West Virginia Formula

Watts = Volts X Amps

HMI Instrument Chart

Description	Ballast Load
200 HMI	5 amps
575 HMI	7 amps
1200 HMI	12 amps
2500 HMI	25 amps
4000 HMI	38 amps
6000 HMI	65 amps
12000 HMI	70 amps
18000 HMI	90 amps

Common Connectors



Edison 15 Amp

2 Pole, 3 Wire, 120v

Standard for residential/commercial
5-15R (socket), 5-15P (plug)



Edison 20 Amp

2 Pole, 3 Wire, 120v

Heavy-Duty tools
6-20R (socket), 6-20P (plug)



Stage Pin 20 Amp

2 Pole, 3 Wire, 120v

Standard for stage use



Twist-Lock New Style

2 Pole, 3 Wire, 120v, 20 Amp

Standard for stage use
L5-20C (socket), L5-20P (plug)



Twist-Lock Old Style

2 Pole, 3 Wire, 120v, 20 Amp

Standard for stage use
7314C (socket), 9965C (plug)



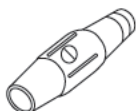
Multicable Extension

12 Pole, 19 Wire, 120v

Standard for multi cable for stage use
LSC19F (socket), LSC19M (plug)

Common Connectors (cont.)

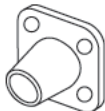
Cam Style Connectors



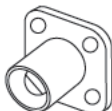
Socket Connector



Plug Connector

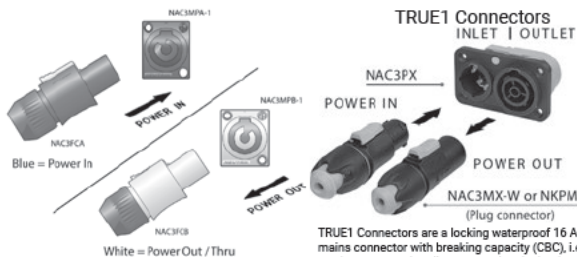


Socket Panel Mount



Plug Panel Mount

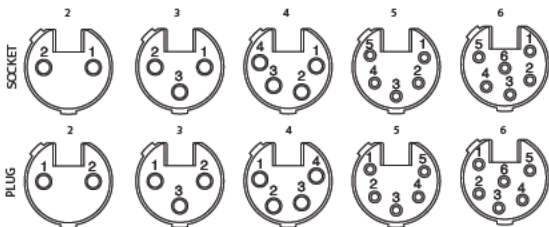
PowerCon Connectors



TRUE1 Connectors are a locking waterproof 16 A true mains connector with breaking capacity (CBC), i.e. it can be connected or disconnected under load or live.

XLR Connectors

XLR Contact Arrangements Plug Side



2 Pin XLR

Standard use for battery belts
NC2FX (socket), NC2MX (plug)

3 Pin XLR

Standard for LMX & MPX data, Mic
Cable NC3FX (socket), NC3MX (plug)

4 Pin XLR

Standard for accessory data/power
cable NC4FX (socket), NC4MX (plug)

5 Pin XLR

Standard for DMX 512 data cable
NC5FX (socket), NC5MX (plug)

6 Pin XLR

Standard for Remote Focus Unit cable
NC6FXS (socket), NC6MXS (plug)

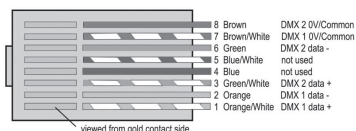
DMX XLR Data Cable Pin-Outs

Pin	Wire	Signal
1	Shield Drain	Ground / 0V
2	Inner Conductor (Black)	Data -
3	Inner Conductor (White)	Data +
4	Inner Conductor (Green)	Data - (Spare)
5	Inner Conductor (Red)	Data + (Spare)

Please be sure you are using the appropriate cable type for your application (portable v. permanent).

For more information on cable types and recommended practices refer to *"Recommended Practice for DMX512: A guide for users and installers, 2nd Edition by Adam Bennette"*

RJ-45 TIA/EIA 568B DMX pinout configuration



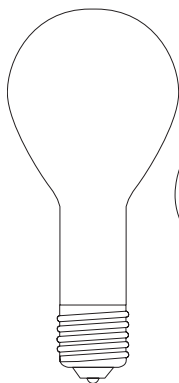
Pin (Wire) #	Wire Color	DMX512 Function	Equiv XLR Pin #
1	white / orange	data 1+	3
2	orange	data 1-	2
3	white / green	data 2+ (optional)	5
6	green	data 2- (optional)	4
4	blue	Not assigned	-
5	white / blue	Not assigned	-
7	white / brown	Common	1
8	brown	Common	1
	drain		

This chart is intended for DMX512 cabling only - NOT DMX-over-Ethernet cabling. Care must be taken to prevent the accidental connection of DMX equipment to non-DMX equipment. The connection of DMX equipment to non-DMX equipment such as Ethernet switches or telephone equipment may result in serious equipment damage and/or personal injury, as pins 4 and 5 may carry voltages of up to 48VDC or greater.

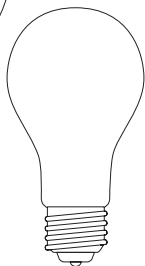
The use of RJ45 connectors for DMX equipment should be restricted to patch bays in access controlled rooms and should not be used for the direct connection of portable equipment.

Please be aware that non-standard pin-outs are also in use (i.e. Color Kinetics).

Lamp Shapes



PS
Pear



A
Arbitrary



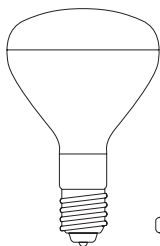
P
Pear



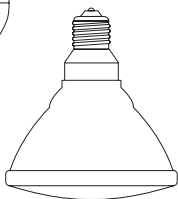
S
Straight



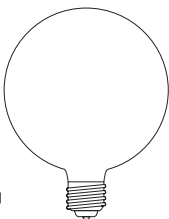
F
Flame



R
Reflector

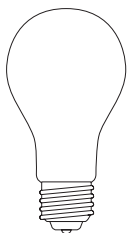


PAR
Parabolic
Aluminized Reflector



G
Globe

Dia.



$$\text{Bulb Size} = \frac{\text{Max Dia. (inches)}}{8}$$

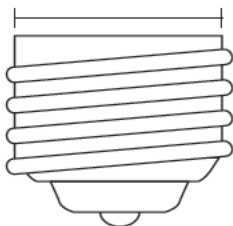
eg: Type A21 Lamp
 $21/8 = 2 \frac{5}{8}$ " Dia.

Lamp Bases

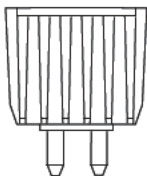


*Candelabra
(screwbase)*

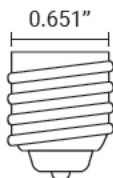
1.555"



*Mogul
(screwbase)*

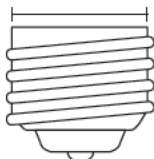


Bi-Pin

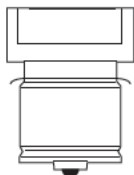


*Intermediate
(screwbase)*

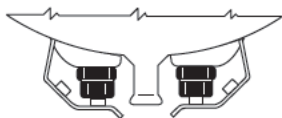
1.037"



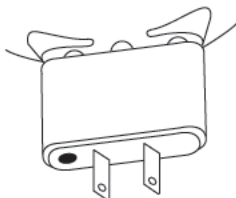
*Medium
(edison screwbase)*



Medium Pre-focus



PAR Screw Terminal



PAR Mogul Pin

Color Temperature

Source	Color Temp (K)	MIRED's
Candle Flame or Match	1900	536
Sunlight, Dawn/Dusk	2000-2500	500-400
Household bulb	2800-2900	357-345
Tungsten halogen bulb	3200	312
Photoflood bulb	3400	294
Sunlight, 1 hour after sunrise	3500	286
Sunlight, late afternoon	4500	233
Blue glass photoflood bulb	4800	208
3200 lamp with dichroic filter	4800-5000	208-200
Sunlight, summer	5500-5700	182
HMI light	5600-6000	179 or 167
Sunlight with blue sky	6500	154
Summer, shade	7000	141
Overcast sky	7000	141
Color Television	9300	108
Skylight	10,000-20,000	100-50

Kelvin/Mired Conversion

Kelvin	+0	100	200	300	400	500	600	700	800	900
2000	500	476	455	534	417	400	385	370	357	345
3000	333	323	312	303	294	286	278	270	263	256
4000	250	244	238	233	227	222	217	213	208	204
5000	200	196	192	189	185	182	179	175	172	169
6000	167	164	161	159	156	154	152	149	147	145

The MIRED (micoreciprocal degrees) scale is used to quantify the effect of color correction gels.

To use the above table to find the M RED value of 5600K, for example, read across on the 5000 row and down the 600 column.

Color Rendering Indexes Explained

The light sources that the various color rendering metrics use as references typically include a black body radiator for color temperatures below 5000K and standard daylight with an overcast sky above 5000K.

Color (CCT): *Correlated Color Temperature* describes the “warmth” of a white light source. By correlated we mean that the color of the light is visually matched to a blackbody radiator whose Kelvin temperature is adjusted until it matches the test light source to the human eye. When we say tungsten balanced light, we usually mean close to 2900K, while daylight balanced light is around 5600K.

CRI (Ra): The general *Color Rendering Index* indicates, on average, how well the light source renders eight color samples to the human eye (R1 through R8) compared to the reference light source. The maximum value is 100, with 100 meaning the rendering matches the reference.

CRI (Re): The *Extended Color Rendering Index* adds six additional colors to the eight used with standard CRI, for a total of 14 colors, R1 through R14. In particular Re includes saturated colors, such as R9 which is a saturated red. The maximum value is 100, with 100 meaning the rendering matches the reference.

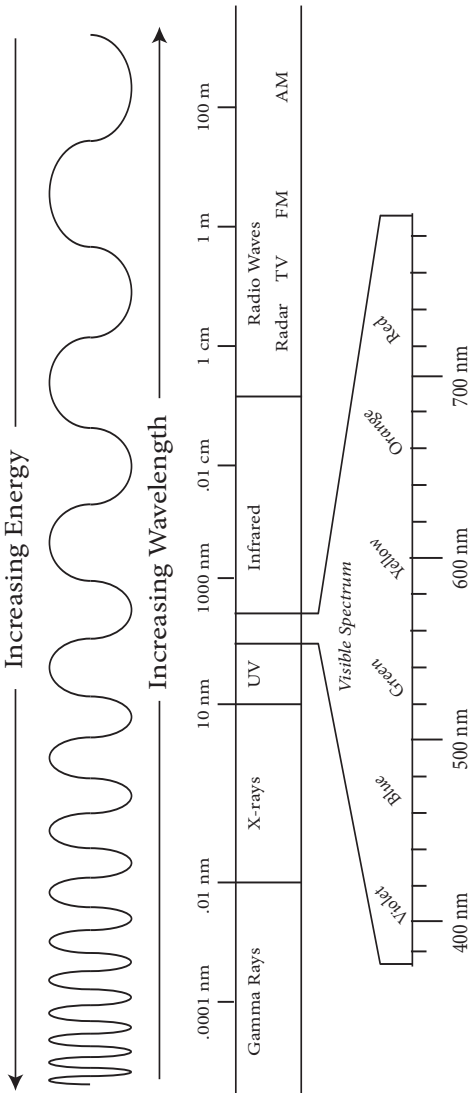
TLCI: The *Television Lighting Consistency Index* averages 18 colors from the MacBeth chart (which is now owned by X-Rite and is called the X-Rite ColorChecker) and compares the rendering to that of a standardized camera, rather than the human eye. The maximum value is 100, with 100 indicating that no color adjustment should be needed on camera,

CQS: The *Color Quality Scale* uses 15 color samples that more accurately span the range of normal object colors to determine its value. (The colors used are not the same colors used for CRI (Ra) or CRI (Re) and are, in general, more saturated.) The maximum value is 100, with 100 meaning the rendering matches the reference.

TM-30-15 (Rf and Rg). *TM-30-15* averages together the relative rendering for 99 color samples. When looking at the color vector graphic for a high quality light, the red circle should completely trace the black reference circle. An oblong red trace means the colors are skewed, something that might not be obvious when those values are averaged together to give you a single numerical value. This is why comparing the TM-30-15 graphics are so important. The green arrows show hue-shifts in that area. Rf measures color fidelity while Rg measures the color gamut.

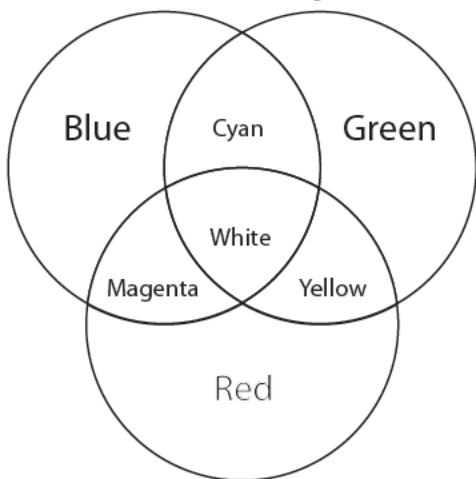
To simplify what fidelity and gamut are, think of **fidelity** as how accurate the color appears, while **gamut** is how full or saturated the spectrum is.

Electromagnetic & Color Spectrum

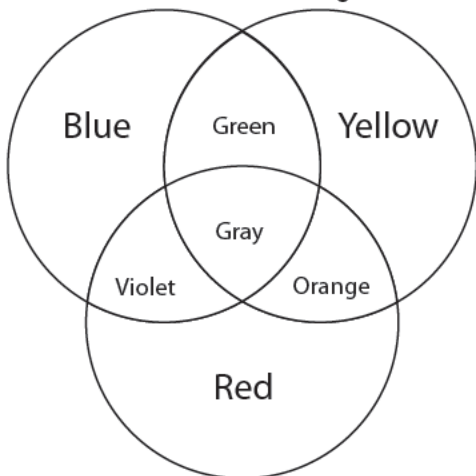


Color Wheels

Color Mixing in Light Additive Mixing



Color Mixing in Pigment Subtractive Mixing



Gel Color Corrections

Convert to Blue

Name		Lee	Gam	Rosco
Xtra CTB	3200°K to 2600°K	200	1520	3220
Full CTB	3200°K to 5700°K	201	1523	3202
3/4 CTB	3200°K to 5000°K	281	1526	3203
1/2 CTB	3200°K to 4300°K	202	1529	3204
1/3 CTB	3200°K to 3800°K			3206
1/4 CTB	3200°K to 3600°K	203	1532	3208
1/8 CTB	3200°K to 3400°K	218	1535	3216

Convert to Orange

Name		Lee	Gam	Rosco
Xtra CTO	10,000°K to 2400°K		1540	3420
Full CTO	6500°K to 3200°K	204	1543	3407
3/4 CTO	6500°K to 3600°K	285	1546	3411
1/2 CTO	6500°K to 3800°K	205	1549	3408
1/4 CTO	6500°K to 4600°K	206	1552	3409
1/8 CTO	6500°K to 5550°K	223	1555	3410
Full CTO + .3 ND		207	1556	3405
Full CTO + .6 ND		208	1557	3406

Gel Color Corrections (cont.)

Color Correction

Name	Lee	Gam	Rosco
Full plus Green	244	1585	3304
1/2 plus Green	245	1587	3315
1/4 plus Green	246	1588	3316
1/8 plus Green	278	1589	3317
Full minus Green	247	1580	3308
1/2 minus Green	248	1582	3313
1/4 minus Green	249	1583	3314
1/8 minus Green	279	1584	3318
U.V.	226	1510	3314

Neutral Densities

Name	Lee	Gam	Rosco
.15 ND 1/2 Stop	298	1514	3415
.3 ND 1 Stop	209	1515	3402
.6 ND 2 Stops	210	1516	3403
.9 ND 3 Stops	211	1517	3404
1.2 ND 4 Stops	299	1518	

Color Correction

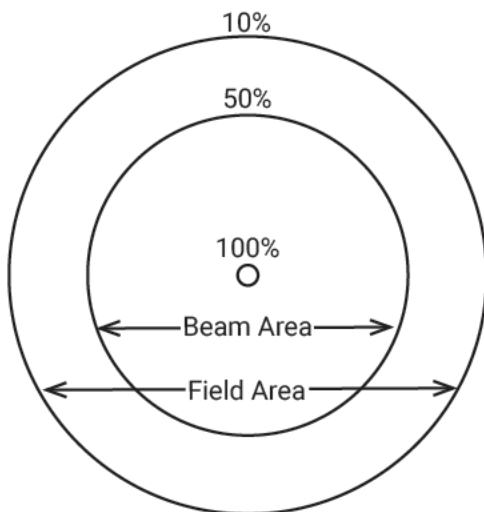
Name	Lee	Gam	Rosco
Full C.T STRAW	441		3441
1/2 C.T STRAW	442		3442
1/4 C.T STRAW	443	4040	3443
1/8 C.T STRAW	444		3444

Diffusion

Name	Lee	Gam	Rosco
White Diffusion	216	55	3026
1/2 White Diffusion	250	1060	3027
1/4 White Diffusion	251	1010	3028
1/8 White Diffusion	252	1040	
Opal	410	1055	3010
Light Opal	420	1030	3020
Spun	214	32	3006
Light 1/2 Spun	215	35	3007
1/4 Spun	229	38	3022
Hampshire Frost	253	1050	
Grid Cloth	430		3030
1/2 Grid Cloth	432		3032
1/4 Grid Cloth	434		3034
Scrim Black/Silver	270		

Beam and Field Areas

Lighting instruments with a reflector radiate a cone shaped beam where the greatest intensity is in the center. The "beam area" is where the light is at least 50% of the maximum. The field area is the entire beam of light or where the intensity is greater than 10%.



Typical Field Angles

Ellipsoidal Reflector Spotlight (ERS)	Field Angle	Field Diameter (per 1' of Throw)
4-1/2 x 6-1/2	50°	.9326 ft.
6 x 9	36°	.6692 ft.
6 x 12	26°	.4802 ft.
6 x 16	19°	.2989 ft.
6 x 22	10°	.1750 ft.
8 x 8	20°	.3527 ft.
8 x 11	16°	.2811 ft.
8 x 14	10°	.1750 ft.
6" & 8" Fresnels		
Spot Focus	20°	.3527 ft.
Flood Focus	50°	.9326 ft.
Formula: diameter = 2 x (distance x tangent of half of the field angle)		

The table above gives average field angles for commonly used fixtures. Typically, the beam area is 2/3 of the field area.

This is a *general rule* of field angles. The field angles and field diameters can vary for different manufactures. For specific fixture field angles, contact your local Barbizon office.

Fixture Guide



FRESNEL

The fresnel lighting fixture is a lensed instrument with a spherical reflector that provides an even, variable spot-to-flood field. Used commonly in film, video or theatrical applications for general area illumination or as key lights. Average Weight: 6-12 lbs.



ELLIPSOIDAL / PROFILE

Ellipsoidal Reflector Spotlights (ERS) are focusable spotlights with an ellipsoidal reflector, a lens system and shutters for controlling the beam. Designed for pattern projection and creating sharp beam edges, the ellipsoidal is the most commonly used type of instrument in theatrical lighting in the US. Average Weight: 9-15 lbs.



SCOOP

Ellipsoidal Reflector Floodlights (ERF) are commonly known as Scoops and create a very diffuse, soft-edged beam. They can be used in flood or cyclorama lighting for color blending or to create a smooth wash. A filter frame is provided for color media.

Average Weight: 8-13 lbs.



FOLLOWSPOT

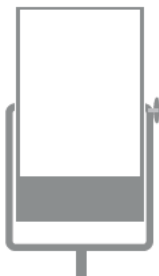
Followspot is a generic term used to describe any number of lighting instruments used to highlight performers on stage. A followspot operator moves the followspot to follow the performer or to accent some action or prop, etc. They are sometimes called limes, dating back to the days of limelight. Followspots are generally much brighter than conventional lighting instruments and often use a lamp with a considerably higher color temperature. Average Weight: 27-120 lbs.

Fixture Guide (cont.)



PAR (Parabolic Aluminized Reflector)

PAR fixtures are a wash light often used for live entertainment applications. These lights are available in various beam spreads: WFL (Wide Flood), MFL (Medium Flood), NSP (Narrow Spot), and VNSP (Very Narrow Spot). HMI PAR fixtures are also available to provide a compact source of daylight when used with an electronic ballast. HMI PAR lamps are ideal for lighting outdoor and indoor sets where daylight illumination is required. Average Weight: 7-11 lbs.



SOFTLIGHT

Softlights provide soft, virtually shadowless light over a large area. They can be used for a soft fill where shadows must be washed out. Accessories are available to modify the light such as scrims, diffusion frames and eggcrates. Fluorescent lighting fixtures, such as Balcar Fluxlites and Quadlites are ideal energy-efficient replacements for traditional tungsten softlights in broadcast applications. With their high color rendering index there are none of the unwanted color temperature problems traditionally associated with fluorescent lighting. Average Weight: 8-16 lbs.



CYC LIGHT

Cyclorama lights are open, non-lensed fixtures used for lighting backdrops. They usually have a double-ended lamp fixed to the center of an asymmetrical reflector and are available in strips or individual fixtures as ground rows or sky cycs. Average Weight: 16-38 lbs.



SUN-GUN

Sun-guns are ideal for use in ENG/EFM production or anywhere a highly efficient source of daylight illumination is required. These portable lights usually operate with a 12V or 30V battery belt. Average Weight: 5-11 lbs.

Pattern Sizes

100 mm
(3.937")

A

A size patterns are ideal for use with ETC's Source 4

75 mm
(2.953")

86 mm
(3.386")

B

B size patterns are compatible with most ERS profile fixtures

64.5 mm
(2.539")

66 mm
(2.598")

M

M size patterns are compatible with the ETC Source 4 Jr., Dedo-Lights and Clay Paky's Golden Scan.

49.5 mm
(1.949")

66 mm
(2.598")

G

G size patterns are compatible with High End Systems' Cyberlight fixture.

49 mm
(1.929")

53.3 mm
(2.098")

D

D size patterns are compatible with LSD and some Martin moving lights.

40 mm
(1.575")

38.8 mm
(1.528")

E

E size patterns are compatible with the Altman Micro Ellipse and Martin Roboscan.

28.13 mm
(1.107")

Please note that the patterns shown are not to scale. The fixture compatibility data shown here is not a complete list of all fixtures an individual size will support. Please contact your local Barbizon office for more information.

Weights and Measures

Long Measure

1 mil	.001 inch
12 inches	1 foot
3 feet	1 yard
1 mile	5,280 feet

Metric Equivalents

1 centimeter	.3937 inch
1 inch	2.54 centimeters
1 foot	.3048 meter
1 meter	1.0936 yds.
1 yard	.9144 meter
1 kilometer	.621 mile
1 mile	1.609 kilometers

Weights

1 gram	.03527 ounce
1 ounce	28.35 grams
1 kilogram	2.2046 pounds
1 pound	0.4536 kilograms
1 pound	16 ounces

Other Measure

1 dozen	12 units
1 baker's dozen	13 units
1 gross	12 dozen

Square Measure

1 sq. foot	144 sq. inches
1 sq. yard	9 sq. feet
1 sq. mile	640 acres
43560 sq. feet	1 acre

Liquid Measure

1 pint	4 gills
1 quart	2 pints
1 gallon	4 quarts
1 barrel	31.5 gallons
1 gallon of H ₂ O	8 pounds

Average Weights of Beverages

6-Pack, cans	5 lbs
6-Pack, bottles	8.6 lbs
Keg	140 lbs

Temperature Conversions

Fahrenheit	(1.8 X degrees C) + 32
Celsius	.55556 X (degree F - 32)

Temperature Standards

Celsius

Fahrenheit

-273	Absolute Zero	-459.4
-130	Alcohol Freezes	-202
-78.5	Dry ice sublimes	-109.3
0	Ice Melts	32
8.88	Perfect Beer Temp.	48
37	Temp. of Human Body	98.6
78.5	Alcohol boils	173.3
100	Water boils	212
232	Tin melts	450
327	Lead melts	621
658	Aluminium melts	1216
1530	Iron melts	2786

Conversions

Multiply	By	To get	Converse: * by
Atmospheres	33.90	Feet of water	0.02949
Atmospheres	14.70	Pounds/sq. inch	0.06803
Board feet	144	Cubic inches	0.006944
BTUs	778.26	Foot-pounds	0.001285
Feet	12	Inches	0.0833
Feet	0.3048	Meters	3.281
Feet	0.3333	Yards	3
Footcandles	10.76391	Lux	0.0929
Horsepower	0.7457	Kilowatts	1.3410
Horsepower	745.7	Watts	0.001341
Revolutions/min.	0.01667	Revolutions/sec.	60

Pipe Sizes

Nominal Size	Outside Dia.	Schedule 40		Schedule 80	
		Standard (STD)		Extra Strong (XS)2	
		Thick	Lbs./Ft.	Thick	Lbs./Ft.
1/8"	.405	.068	.24	.095	.31
1/4"	.540	.99	.42	.119	.54
3/8"	.675	.091	.57	.126	.74
1/2"	.840	.109	.85	.147	1.09
3/4"	1.050	.113	1.13	.154	1.47
1"	1.315	.133	1.68	.179	2.17
1-1/4"	1.660	.140	2.27	.191	3.00
1-1/2"	1.900	.145	2.72	.200	3.63
2"	2.357	.153	3.65	.218	5.02

1. Standard Pipe, when 10" or less in diameter, is the same as Schedule #40
2. Extra Strong Pipe, when 8" or less in diameter, is the same as Schedule #80.

www.barbizon.com

Is Open

365 Days

8,760 Hours

525,600 Minutes

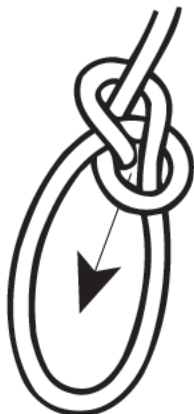
31,536,000 Seconds

A Year

Truss Loading for 20.5" x 20.5" Medium Duty Truss*

Maximum Allowable Uniform Loads						Maximum Allowable Center Point Loads						
Load Pounds			Max Deflection (in.)			Load Pounds			Max Deflection (in.)			
Span Feet	Thomas	TomCat	TS**	Thomas	TomCat	TS**	Thomas	TomCat	TS**	Thomas	TomCat	TS**
10	5741	8390	6149	1.06"	0.08"	0.055"	2870	4744	5638	1.06"	0.07"	0.08"
20	5741	4600	5549	1.06"	0.34"	0.401"	2870	2306	2774	1.06"	0.27"	0.322"
30	3715	2910	3600	1.57"	0.76"	0.902"	1858	1464	1800	1.57"	0.62"	0.73"
40	2643	2040	2596	2.44"	1.36"	1.603"	1322	1021	1298	2.44"	1.13"	1.31"
* Truss connected with grade 8 bolts												
** TS = Total Structure												

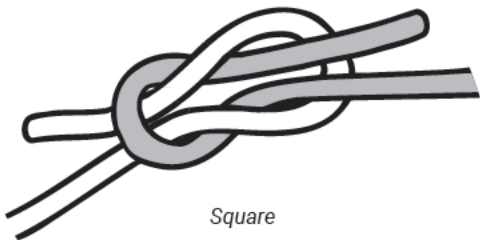
Knots



Bowline

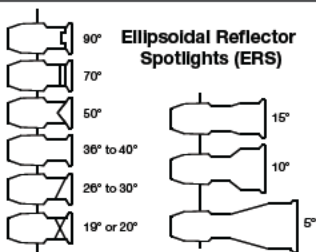


Clove Hitch

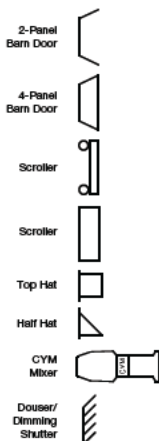


Square

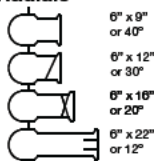
USITT Lighting Symbols



Accessories/ Ancillary Symbols



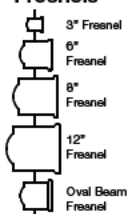
Radials



Axials



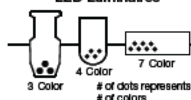
Fresnels



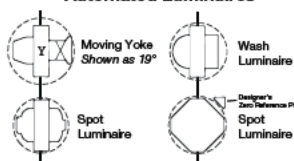
PARs



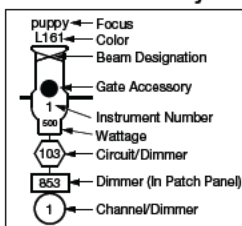
LED Luminaires



Automated Luminaires



Instrument Key



Atlanta

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Suite 770
Atlanta, GA 30340
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bsesales@barbizon.com

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bsesales@barbizon.com

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United Kingdom HP1 3AA
Tel. +44 1442 260600
europe@barbizon.com



(866) 502-2724
www.barbizon.com

Things You Should Know

7x19 Aircraft Cable

DIA.	WORKING LOAD LIMIT*	MIN. PITCH DIA.**
1/8"	250 lbs.	3.25"
3/16"	537 lbs.	4.88"
1/4"	875 lbs.	6.50"
5/16"	1,225 lbs.	8.13"
3/8"	1,800 lbs.	9.75"

*Based on 8:1 safety factor **Based on 26 times the cable diameter

Turnbuckle – Forged, Jaw & Jaw or Jaw & Eye Type

THREAD DIA. x TAKE-UP	WORKING LOAD LIMIT
1/4" x 4"	500 lbs.
5/16" x 4-1/2"	800 lbs.
3/8" x 6"	1,200 lbs.
1/2" x 6" or 1/2" x 12"	2,200 lbs.
5/8" x 6"	3,500 lbs.

Forged Shackle

NOMINAL SIZE	WORKING LOAD LIMIT
3/16"	666 lbs.
1/4"	1,000 lbs.
5/16"	1,500 lbs.
3/8"	2,000 lbs.
1/2"	4,000 lbs.

Rope* – Working Load Limit

SIZE	MANILA	MULTILINE II	STAGE-SET X	SUREGRIP
3/8"	121 lbs.	320 lbs.	450 lbs.	
5/8"	396 lbs.	823 lbs.	1,250 lbs.	
3/4"	468 lbs.	1,050 lbs.	1,670 lbs.	1050 lbs.
1"	810 lbs.	1,870 lbs.	3,160 lbs.	

*Based on average tensile strength of new rope using 10:1 safety factor

Cable Terminations*

Swage Sleeve	100% efficient
Cable Clips (Size 1/8" to 7/8")	80% efficient

*Eye with thimble, termination properly applied following manufacturer's instructions.

Chain – Working Load Limit*

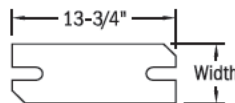
CHAIN SIZE	GRADE 30 PROOF COIL	ALPHA CHAIN (7MM)
1/4"	1,250 lbs.	3,250 lbs.
5/16"	1,900 lbs.	
3/8"	2,650 lbs.	

*Chain manufacturer's rating

Counterweight – Pounds per inch of thickness*

WIDTH	STEEL	CAST IRON
4"	14	12
5"	17	16
6"	21	19

*Nominal weight – actual weight \pm 10%



Rigging Hardware

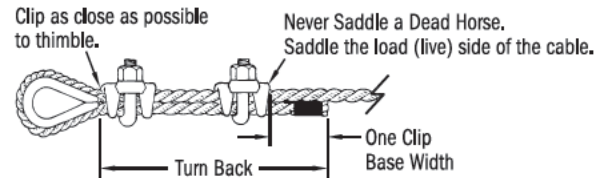
COMPONENT	RECOMMENDED WORKING LOAD (RWL)
Full Pipe Clamp	750 lbs.
Half Pipe Clamp	200 lbs.
Cross Grid Connector	1,500 lbs.
Beam Clamp	350 lbs.
Trim Chain	750 lbs.*

*RWL when installed in recommended manner

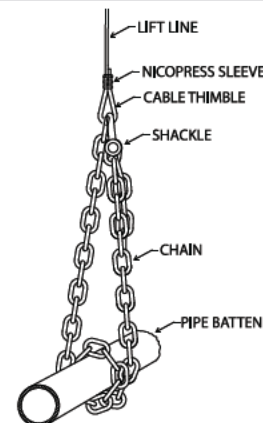
Forged Cable Clip Information

CLIP/CABLE SIZE	NO. OF CLIPS	TURN BACK	TORQUE*
1/8"	2	3-1/4"	4.5 ft.-lbs.
3/16"	2	3-3/4"	7.5 ft.-lbs.
1/4"	2	4-3/4"	15 ft.-lbs.
5/16"	2	5-1/4"	30 ft.-lbs.
3/8"	2	6-1/2"	45 ft.-lbs.

*Threads are clean, dry and not lubricated

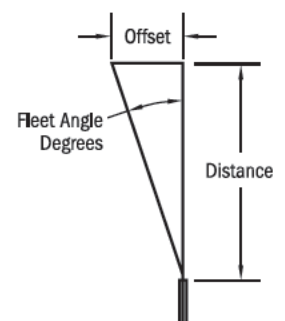


Double Load Path Trim Chain



Fleet Angle Data – Offset in inches

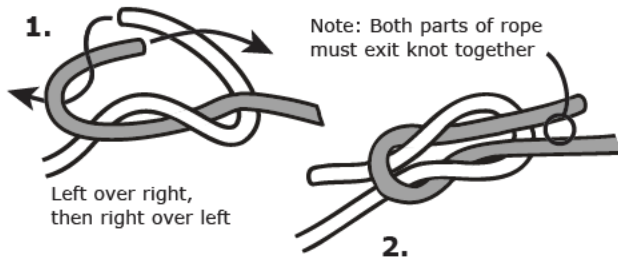
DISTANCE	1.5°	2°
1'	.314	.419
2'	.628	.838
5'	1.57	2.10
10'	3.14	4.19
15'	4.71	6.29
20'	6.29	8.38
25'	7.86	10.5
30'	9.43	12.6
40'	12.6	16.8



Essential Knots

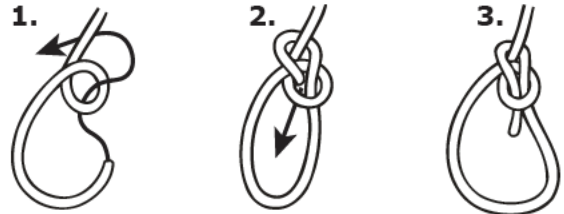
Square Knot

Quick and easy to tie; a good knot for securing non-critical items. Not to be trusted to join two ropes together.



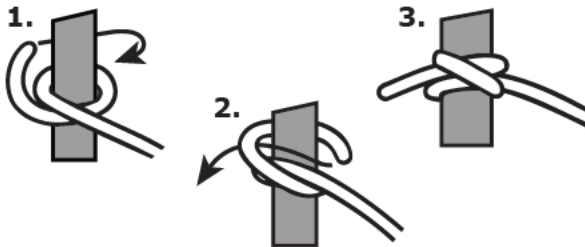
Bowline

One of the most useful knots you can know. The bowline forms a secure loop that will not jam and is easy to tie and untie.



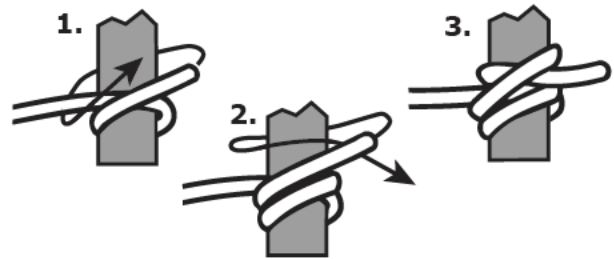
Clove Hitch

A simple all purpose hitch. Easy to tie and untie. Holds firmly but is not totally secure.



Rolling Hitch

A very secure and easy to tie method of fastening a rope to a post. The knot holds firmly in direction of standing line.



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Things You Should Know

...about **DMX**, **Art-Net**, **Streaming ACN**, and **RDM**!

DID YOU KNOW?!

XLR stands for “Cannon **X** Connector, with **L**atch and **R**ubber Guard”

Art-Net and **Streaming ACN**...
is just DMX over Ethernet!

DMX logic **still** applies, Universes are **still** 512 bytes each.

Each “byte” of the **512 available control slots** in a **universe** can have a value from **0** to **255** (256 potential values)

A Very Brief Background of DMX

USITT developed the DMX512 protocol back in 1986, made significant edits in 1990.

ESTA worked DMX512 into an ANSI standard in 2004.

Art-Net 1 was created by Artistic License Holdings, Ltd in 1998 (40 Univ), **Art-Net 2** in 2004 (256 Univ), and **Art-Net 3** in 2011 (32,768 Univ).

ACN (ANSI E1.17-2010) or **Architecture for Control Networks**, is a protocol for unidirectional lighting communication. This standard is managed by **ESTA**. The DMX version, **Streaming ACN** (ANSI 1.31), allows DMX to be sent over UDP/IP networks by wrapping a DMX frame in an ACN header. Streaming ACN supports **63999** potential universes!

When addressing Art-Net devices with an IP address, always use a **2.X.Y.Z** or a **10.X.Y.Z** IP address. This is how Art-Net is most happy! For example, **2.0.0.1** is a great place to start with your lighting console!

Art-Net uses **2.X.Y.Z** as its primary IP address scheme, and **10.X.Y.Z** addresses as a secondary.

In Art-Net, there are 32,768 possible places to send a DMX frame, called a Port-Address - a 15-digit number made up of the **Net** + **Sub-Net** + **Universe**.

There are 128 total **Nets**:

128 Nets * **256 Sub-Nets** = **32,768** potential places

Net: 256 consecutive **Universes** (or 16 **Sub-Nets**)

Sub-Net: 16 consecutive **Universes** (8,192 channels)

Universe: 512 consecutive channels

RDM, or **Remote Device Management**, sits on top of DMX data, and allows for 2-way communication of devices and controllers. RDM allows controllers to send **GET** and **SET** messages to devices it sees, like:

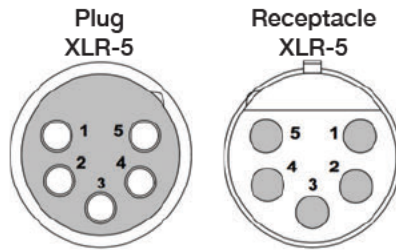
Get/Set **DEVICE_LABEL** (gets/sets the device's name)

Get/Set **DMX_START_ADDRESS** (gets/sets DMX address)

Get/Set **DMX_PERSONALITY** (gets/sets personality)

Get **LAMP_HOURS** (asks for lamp hours)

NOTE: All devices have unique RDM IDs

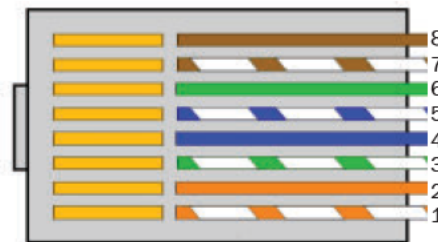


XLR5 Pinout for DMX512-A

PIN	WIRE	SIGNAL
1	Shield Drain	Ground, 0V
2	Inner Conductor (Black)	Data 1 -
3	Inner Conductor (White)	Data 1 +
4	Inner Conductor (Green)	Data 2 - (Spare)
5	Inner Conductor (Red)	Data 2 + (Spare)

Colors of internal conductors may vary by manufacturer

RJ-45 Connector



Viewed from gold contact side

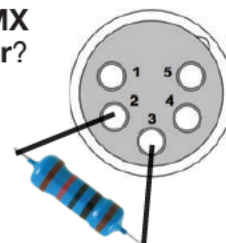
RJ45 Pinout for DMX512-A

PIN	WIRE	SIGNAL
8	Brown	0V Data 2 Common*
7	Brown/White	0V Data 1 Common*
4	Blue	Not Used PoE typ
5	Blue/White	Not Used PoE typ
6	Green	DMX 2 Data
3	Green/White	DMX 2 Data +
2	Orange	DMX 1 Data
1	Orange/White	DMX 1 Data +

Pin numbering and color in accordance with ANSI / A/E A-568 scheme 568B - Double check with your manufacturer

*Pins 7 & 8 are often connected together especially when adapting to the 5 pin XLR

Need a DMX Terminator?



Solder a 0.5W or larger **120Ω resistor** across pins 2 & 3 in a plug XLR5!

64 DMX Universe Quick Reference

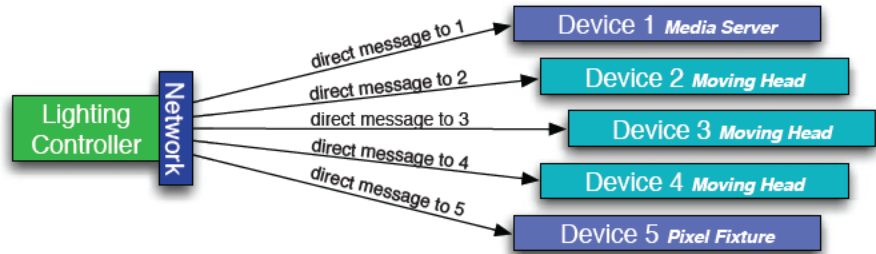
UNIVERSE	START #	END #
1	1	512
2	513	1024
3	1025	1536
4	1537	2048
5	2049	2560
6	2561	3072
7	3073	3584
8	3585	4096
9	4097	4608
10	4609	5120
11	5121	5632
12	5633	6144
13	6145	6656
14	6657	7168
15	7169	7680
16	7681	8192
17	8193	8704
18	8705	9216
19	9217	9728
20	9729	10240
21	10241	10752
22	10753	11264
23	11265	11776
24	11777	12288
25	12289	12800
26	12801	13312
27	13313	13824
28	13825	14336
29	14337	14848
30	14849	15360
31	15361	15872
32	15873	16384
33	16385	16896
34	16897	17408
35	17409	17920
36	17921	18432
37	18433	18944
38	18945	19456
39	19457	19968
40	19969	20480
41	20481	20992
42	20993	21504
43	21505	22016
44	22017	22528
45	22529	23040
46	23041	23552
47	23553	24064
48	24065	24576
49	24577	25088
50	25089	25600
51	25601	26112
52	26113	26624
53	26625	27136
54	27137	27648
55	27649	28160
56	28161	28672
57	28673	29184
58	29185	29696
59	29697	30208
60	30209	30720
61	30721	31232
62	31233	31744
63	31745	32256
64	32257	32768

Unicast, Broadcast, and Multicast

The 3 Ways of Sending DMX Over Ethernet

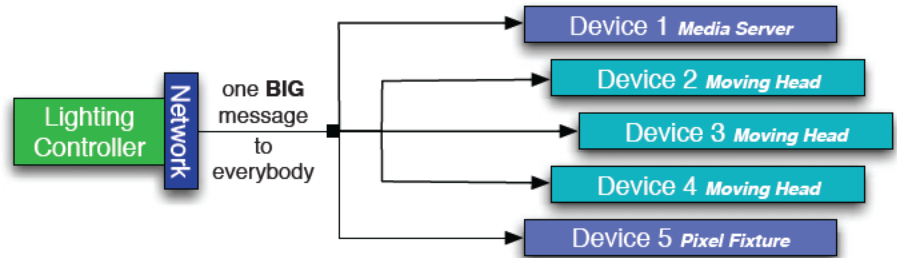
UNICAST

Unicast messages are sent over the network from the controller to exactly one device, individually. Multiple devices require multiple messages.



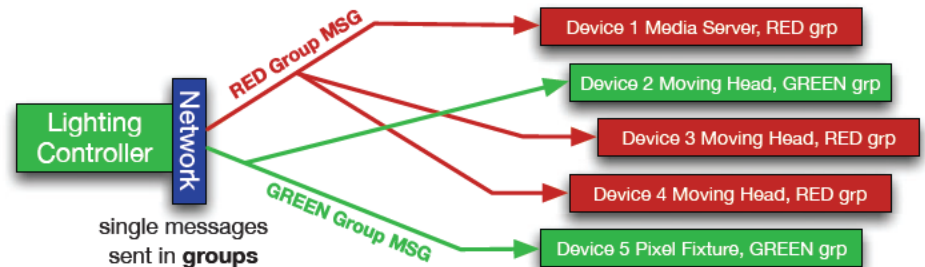
BROADCAST

Broadcast messages are sent over the network from the controller to all devices on the network. Every device processes the message, even if it's not for that device.



MULTICAST

Multicast messages are like Broadcast messages in a way, except a single message is sent over the network from the controller to logical groups of devices on the network. Devices can be addressed to listen to these group messages.



DMX DO:

DO's & DON'Ts

to save *your* load-in day!

Always have **DMX terminators** on hand, and use them.
Any time you have multiple DMX lines, **use a repeater**.
Always **optically isolate outdoor fixtures** from console.
Always use approved **digital signal cable** for DMX!
Always use 5 Pin XLRs for DMX portable cable

DON'T:

Don't use a **DMX "two-fer" or Y-cable**. It can distort the signal.
Don't use **mic cable** for DMX. Wrong impedance & conductor.
Don't **solder DMX cables** together.
Don't go **over 1500'** when using DMX and proper cabling (suggested)
Don't talk DMX to **dangerous devices** like pyro, cryo, rigging.
Devices using 3 pin XLRs may work but are NOT COMPLIANT
Don't add more than 32 fixtures on a single DMX run out repeater!

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Request for Proposal

RFP# MPM-1172

Theatrical, Athletic Field, & Specialty Lighting

December 9, 2022



REQUEST FOR PROPOSAL

RFP# MPM-1172

Issue Date: December 9, 2022

Title: Theatrical, Athletic Field, and Specialty Lighting

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 January 10, 2023 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No Preproposal Meeting is scheduled/required.

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: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # MPM-1172

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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 theatrical, athletic field, and specialty lighting equipment and services on an as-needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The Forbes Center for Performing Arts has five performance venues plus an additional 1,300 seat auditorium which all utilize the same lighting equipment packages to include ETC Eos and Ion consoles, conventional and LED lighting instruments, moving lights, dimmer racks, network switches, processors, and battery backups.

JMU Athletics has numerous stadiums, practice fields, and indoor facilities ranging from Bridgeforth Stadium with a capacity of 24,877 to the Sinclair Gymnasium with a capacity of 1,500. Facilities cover a wide range of sports activities including football, basketball, baseball, softball, tennis, swimming, and field sports. These facilities utilize LED and metal halide lights along with technology to ensure that lighting is monitored at all times to inform the University when lights need to be changed.

In addition, the University has diverse lighting needs across its many academic and residential facilities. The University is interested in return-on-investment lighting studies, lighting design, light pollution solutions, and other specialty lighting needs which may continue to develop as new technologies emerge.

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

Potential Offerors may submit to provide services in any of the categories requested in this solicitation. Contractors should clearly specify in their proposal what portions of the requested equipment and services they can provide.

- A. James Madison University seeks a contractor(s) with extremely high standards of customer service and quality, in an effort to provide theatrical, athletic field, specialty lighting equipment and services. The contractor shall furnish all labor, insurance, supervision, equipment, documentation, materials, disposal, and incidentals necessary to provide lighting services to the

university.

- B. Contractor shall be responsible for adhering to all **University Construction Guidelines** and shall work directly with relevant personnel at the University. Link: <http://www.jmu.edu/hecom/files/jmu-design-construction-guidelines-2016.pdf>. Contractor shall be responsible for all measurements, calculations, and other details for each project.

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.
2. Provide discounted line item pricing for services and labor rates.
3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.
4. Provide a general narrative description of the equipment/products and related services.
5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.
6. Describe offeror's ability to provide assistance of design/layout of new installation.
7. Describe in detail the complete shipping and delivery program.
8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
9. Describe how/when you offer additional quantity or volume discounts.
10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.
11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.
12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.
13. Describe offeror's ability and specific plan to provide and monitor system performance.
14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.
15. Describe how the offeror will determine and convey time frame for immediate maintenance services.
16. Describe in detail warranty given on all equipment and service.
17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
18. Specify if offeror is an "authorized" distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.

19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.
20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.
21. Specify offeror's ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.
22. Provide primary customer service contact for James Madison University lighting services.
23. Acknowledge understanding that all items are FOB Destination.
24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
25. Describe all other goods or services your company can provide and list any associated costs.

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 two (2) 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 addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the

solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
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	20
	<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, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. 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.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical	\$2,450,000 per occurrence; \$4,250,000 aggregate

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia* (<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

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

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

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

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

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

- Z. 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.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

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

R. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License #: _____ Type: _____

S. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

T. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

- U. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- V. 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.
- W. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- X. 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.
- Y. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- Z. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- AA. 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.
- BB. PROTECTION OF PERSONS AND PROPERTY: The contractor expressly undertakes both directly and through its subcontractor(s) to take every precaution at all times for the protection of persons and property that may come on the work site or be affected by contractor's operation in connection with the work.

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

- CC. 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 the requirements of the contract.

DD. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

1. The contractor, in conjunction with their subcontractors and suppliers shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance, and parts manuals for all equipment provided in conjunction with this contract. Further specific requirements may be indicated in the specifications.

EE. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

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

GG. 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.

HH. 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.

II. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.

IX. METHOD OF PAYMENT

The contractor will be paid based on 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 request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. 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.

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>.

The Offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize offered services. A list of VASCUPP members can be found at: www.vascupp.org.

Add additional rows as needed to list all rates and fees for labor, goods, and services to be offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE								
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Lighting Products and Equipment (List by Manufacturer and Discount rate offered)								
Manufacturer	% Off List Discount Offered by Zone							

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING			
Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)			
Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
Lighting Gel – 20"x24" Sheet, Rosco			
Lighting Gel – 20"x24" Sheet, Gam			
Lighting Gel – 24" x 25' Roll, Rosco			
Steel Gobo – Rosco, ETC Source 4 Size A			
Gobo Holder – City Theatrical, S4 Size A			
Dance floor tape – 2"x36 yard, Black			
Spike tape – ½" x 60 yards			
Gaffer tape – 2"x55 yards			

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 E: [JMU Design & Construction Guidelines](#)

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)