



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6880

This contract entered into this 19th day of April 2024, by Parking Guidance Systems, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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


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

PERIOD OF PERFORMANCE: From May 8, 2024 through May 7, 2025 with 4 one-year renewal options.

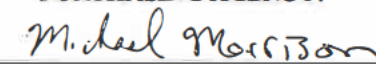
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1202 dated January 31, 2024:
 - (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) VHEPC Agreement Publicly Accessible Contract (PAC)
- (3) The Contractor's Proposal dated February 28, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated April 19, 2024.

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

CONTRACTOR:
By: 
(Signature)
Dylan Pifer
(Printed Name)

Title: VICE PRESIDENT, SALES

PURCHASING AGENCY:
By: 
(Signature)
Michael Morrison
(Printed Name)

Title: Buyer Senior

NEGOTIATION SUMMARY

PARKING GUIDANCE SYSTEMS, LLC

RFP# MPM-1202 VEHICLE COUNT SYSTEMS

4/19/2024

The Primary Point of Contact for this Contract is:

Dylan Prep

1-832-588-6230

dylan@parkingguidancesystems.com

GENERAL:

1. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
2. Parties agree that this Negotiation Summary modifies RFP# MPM-1202 and the Contractor's initial response to RFP# MPM-1202, and in the event of conflict this negotiation summary shall take precedence.
3. Contractor agrees that all exceptions taken within their initial response to RFP# MPM-1202 that are not specifically addressed within this negotiation summary are null and void.
4. Parking Guidance Systems, LLC agrees that the terms and conditions as stated in the RFP will govern and be abided by.
5. Contractor agrees that the VHEPC PAC Agreement shall be incorporated as a part of this contract.

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.

1. Parking Guidance Systems, LLC will offer a two year warranty on all single-space solutions and electronic signage.
2. Parking Guidance Systems, LLC will extend an additional 10% discount off of list price for equipment purchased under this contract.
3. The following pages, taken from the RFP and edited where negotiated, represent the agreed-upon pricing for this contract.

Other Fees		
Charge Card Processing Fees:	0	%
Any extra travel will meet GSA standards.		



PRICE LIST

Parking Guidance Systems, LLC – Unit Pricing Sheet (2024)

Classification	Description	MSRP
Sensors	Ultrasonic Mini Sensor (UMS)	\$145.87
Sensors	Upsolut Multi-Space Sensors	\$976.54
Sensors	INDECT Views: Fisheye (FODE) Single-Sided Camera	\$942.80
Sensors	INDECT Views: Fisheye (FODE) Double-Sided Camera	\$1,675.48
Sensors	INDECT Views: Mini-PTZ Camera	\$3,317.60
Sensors	INDECT Views: Panoramic (PANO) Camera	\$7,299.60
Sensors	INDECT Optic Microwave Sensor equipped with Traffic Counting (TRACO) Module	\$6,187.44
LED Indicators	Ultrasonic Mini Sensor: Internal RGB LED Indicator	\$27.46
LED Indicators	Ultrasonic Mini Sensor: External RGB LED Indicator	\$36.96
LED Indicators	Upsolut Multi-Space Sensor: Internal RGB LED Indicator	\$67.54
LED Indicators	Upsolut Multi-Space Sensor: External RGB LED Indicator	\$49.57
Parts	Upsolut Multi-Space Sensor: External RGB LED Indicator Terminal Board	\$73.56
Parts	Upsolut Multi-Space Sensor: Custom Mounts (Powder Coated)	\$183.43
Parts	Road Rocks (Delineation Set)	\$215.66
Parts	INDECT Views: FODE Pole Mount	\$796.46
Parts	INDECT Views: Wall Mount	\$295.68
Parts	INDECT Views: PTZ/PANO Pole Mount	\$343.23
Signage	ECO Internal Sign (3 Digit - 1 Arrow)	\$1,254.98
Signage	Profile Sign: 3-Digit - 1 Arrow	\$2,210.78
Signage	Profile Sign: 3-Digit - 1 Arrow - 1 ADA	\$3,043.51
Signage	Profile Sign: 4-Digit - 2 Arrow	\$3,004.39
Signage	Profile Sign: 4-Digit - 2 Arrow - 1 ADA	\$3,857.98
Signage	Profile Sign: 4-Digit - 2 Arrow - 2 ADA	\$4,690.70
Signage	Profile Sign: 5-Digit - 2 Arrow	\$3,268.84
Signage	Profile Sign: 5-Digit - 2 Arrow - 1 ADA	\$4,122.43
Signage	Profile Sign: 5-Digit - 2 Arrow - 2 ADA	\$4,955.16
Signage	Profile Sign: 6-Digit - 2 Arrow	\$3,533.28
Signage	Profile Sign: 6-Digit - 2 Arrow - 1 ADA	\$4,386.87
Signage	Profile Sign: 6-Digit - 3 Arrow	\$4,389.48
Signage	Monument Sign Casing (Estimate: Varies upon size)	Variable
Signage	LED Inserts (Monument Signs): 4-Digits, Open, FULL (5.11")	\$1,808.14
Signage	LED Inserts (Monument Signs): 4-Digits, Open, FULL (7.48")	\$2,374.33
Signage	LED Inserts (Monument Signs): 4-Digits, Open, FULL (10.48")	\$2,974.43
Signage	Entry Sign: 3-Digit - 1 Arrow (Equipped with Rain Cover, Lateral Vent, Drain)	\$3,864.11
Signage	Entry Sign: 3-Digit - 1 Arrow - 1 ADA (Equipped with Rain Cover, Lateral Vent, Drain)	\$4,696.84
Signage	Entry Sign: 4-Digit - 1 Arrow (Equipped with Rain Cover, Lateral Vent, Drain)	\$4,657.72
Signage	Entry Sign: 4-Digit - 1 Arrow - 1 ADA (Equipped with Rain Cover, Lateral Vent, Drain)	\$5,511.31
Signage	Pillar Sign Casing	\$5,719.56
Signage	Pillar Sign LED Insert	\$1,387.46
Signage	Matrix Profile Sign - P4 Pixel Rating (7.5" x 60")	\$4,567.12
Signage	Matrix Sign (20" x 20"): P4 Pixel Rating - Ground Pole-Mounted - Ceiling Mounted	\$8,113.11
Signage	Matrix Sign (20" x 40"): P4 Pixel Rating - Wall Mounted (Flush), Steel Frame	\$10,451.20
Signage	Matrix Sign (20" x 40"): P4 Pixel Rating - Wall Mounted (Flag Style), Steel Frame	\$12,998.12
Signage	Matrix Sign (20" x 60"): P4 Pixel Rating - Wall Mounted (Flush), Steel Frame	\$12,966.43
Signage	Matrix Sign (20" x 60"): P4 Pixel Rating - Wall Mounted (Flag Style), Steel Frame	\$15,545.04



Signage	Matrix Sign (40" x 40"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$15,481.66
Signage	Matrix Sign (40" x 60"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$23,027.36
Signage	Matrix Sign (60" x 60"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$30,573.04
Signage	Matrix Sign (60" x 80"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$38,118.73
Signage	Matrix Sign (80" x 80"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$43,149.19
Hardware	Matrix Sign Server	\$4,536.23
Hardware	U-Communication Module (UCOMO)	\$1,785.46
Hardware	Communication Module (COMO)	\$1,645.90
Hardware	Power Supply (POSU)	\$1,453.19
Hardware	Multi-Function Module (MUMO)	\$574.54
Hardware	Views Controller	\$3,319.90
Hardware	ICOM: Server	\$5,645.89
Hardware	ICOM: Upsolut I Server	\$9,960.72
Hardware	ICOM: Upsolut II Server	\$21,436.80
Hardware	ICOM: Upsolut III Server	\$26,426.40
Hardware	ICOM: Upsolut IV Server	\$37,699.20
Hardware	Views Server I	\$8,685.60
Hardware	Views Server II	\$13,120.80
Hardware	Views Server III	\$45,276.00
Hardware	Car Finder Kiosk	\$7,137.21
Software	ICOM Software/IVIS Graphical User Interface with Report Features - Per Space (UMS)	\$14.78
Software	ICOM Software/IVIS Graphical User Interface with Report Features - Per Space (Upsolut)	\$36.12
Software	ICOM Software/IVIS Graphical User Interface with Report Features - Per Space (Views)	\$22.18
Software	License Plate Recognition	\$14,860.70
Software	Car Finder Software	\$6,181.66
Signage	Matrix Sign Software: BrightSigns	\$4,009.80

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 8th day of May, 2024 is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Parking Guidance Systems, LLC, (“Vendor”).

TERM

The term of this Agreement shall begin May 8, 2024 to May 7, 2025 with (4) four one-year renewal options, and an expected final expiration date of May 7, 2029. This end date coincides with the Primary Agreement’s (UCPJMU6880) end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6880, dated April 19, 2024 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor’s logo on the Consortium website

III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

Michael Morrison, Buyer Senior
JMU Procurement Services
752 Ott Street, MSC5720
Harrisonburg, VA 22807

If to Vendor:

Dylan Prep
Parking Guidance Systems, LLC
21620 Ridgetop Circle
Sterling, VA 20166
Email: dylan@parkingguidancesystems.com

ACCEPTANCE

For James Madison University

For Parking Guidance Systems, LLC

Michael Morrison

Michael Morrison
Procurement Buyer Senior

5/7/2024

Date



Dylan Prep
VP, Sales

5/3/24

Date

Agreement #: UCPJMU6880-PAC

JAMES MADISON UNIVERSITY

Vehicle Count Systems



POWERED BY

INDECT
performance counts

PRESENTED TO

Michael Morrison
James Madison University
Buyer Senior, VCCO
morrismp@jmu.edu
(540) 568-6181

PRESENTED BY

Dylan Prep
Parking Guidance Systems, LLC
Vice President, Sales
dylan@parkingguidancesystems.com
(832) 588-6230

REQUEST FOR PROPOSAL
RFP# MPM-1202

Issue Date: January 31, 2024
Title: Vehicle Count Systems
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 February 29, 2024 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: 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:

PARKING GUIDANCE SYSTEMS, LLC

By:


(Signature in Ink)

Name:

DYLAN Phipps
(Please Print)

Date:

2/28/2024

Title:

VICE PRESIDENT, SALES

Web Address:

www.parkingguidancesystems.com

Phone:

(832) 588-6230

Email:

dylan@parkingguidancesystems.com

Fax #:

N/A

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.

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 11 Months 3

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 #
--------	-------------------	---------	------------------------

UCSD	See	Page 6 of Proposal	
Univ. of Houston	See	Page 6 of Proposal	
Disney World	See	Page 6 of Proposal	
Texas A&M	See	Page 6 of Proposal	
Univ. of Oklahoma	See	Page 6 of Proposal	

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

PGS, LLC: 1811 First Oaks St., Suite #100, Richmond, TX 77406

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

[] YES [X] NO

IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: PGS, LLC Preparer Name: DYLAN PRGP

Date: 2/28

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: WBE2002104 Certification date: 8/25/2020

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: MPM-1202

Date Form Completed: 2/28

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

Offeror / Proposer:
PCS, LLC
Firm

1811 First Oaks Street, Richmond, TX
Address 77406

Dylan Pratt
832-588-6230
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



TABLE OF CONTENTS

TABLE OF CONTENTS	2
QUALIFICATIONS	3
EXPERIENCE	5
PARKING GUIDANCE SYSTEM	10
ZONE COUNT SYSTEM	12
SINGLE-SPACE: ULTRASONIC	15
SINGLE-SPACE: CAMERA-BASED	18
SINGLE-SPACE: OUTDOOR DETECTION	24
PGS WAYFINDING	27
SOFTWARE FEATURES	37
INSTALLATION	40
SUPPORT & MAINTENANCE	41
PRICE LIST	44



QUALIFICATIONS

PARKING GUIDANCE SYSTEMS, LLC

Parking Guidance Systems, LLC was founded in 2012 by our President and CEO, Chandrea Frantz (Shawn for short). The company was born out of the quest to represent and install the most state-of-the-art parking solutions provided by INDECT Electronics & Distribution GmbH.



The INDECT parking guidance technology has taken parking management, guidance, and administration to the next level. With more than 30 years of parking systems "problem solving" experience, the management team at PGS have a deep knowledge and commitment to designing, installing, and maintaining the best system to enhance the customer's parking experience.

PGS, LLC is proud to be a woman-owned business and a certified member of the **Women's Business Enterprise National Council**, that helps entrepreneurial women grow their business.

Company Name:	Parking Guidance Systems, LLC
Year Founded:	2012
Number of Employees:	33



Corporate HQ

1811 First Oaks Street
Suite #100
Richmond, TX 77406



Florida Office

5268 Giron Circle
Kissimmee, FL 34758



Virginia Office

21620 Ridgetop Circle
Sterling, Virginia, 20166



Dallas Office

1510 Randolph Street
Suite #501
Carrollton, TX 75006



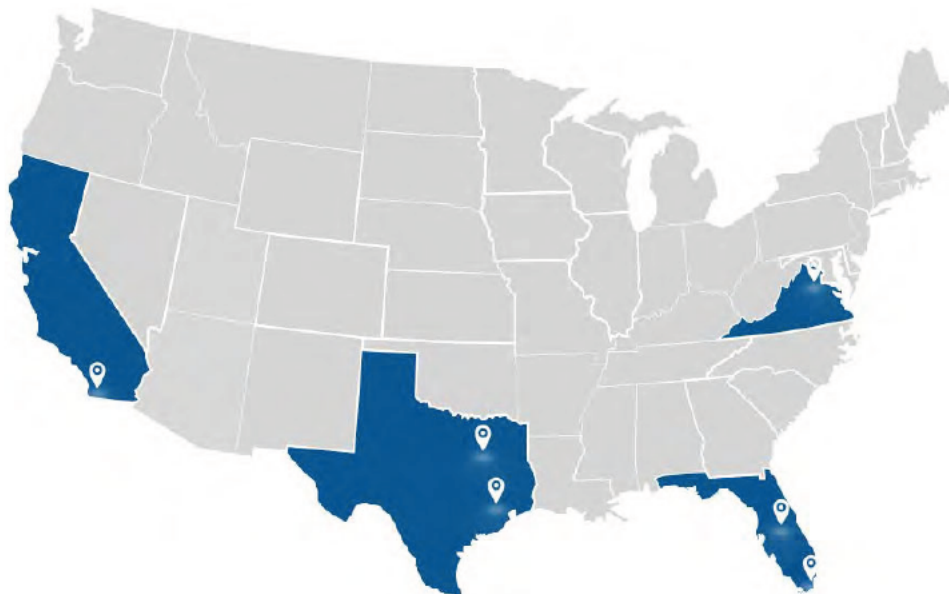
Miami Office

40 NW 3rd Street
Miami, FL 33128



California Office

8575 Commerce Avenue
San Diego, CA 92121



WHY PGS?

Parking Guidance Systems (PGS) is not a manufacturer. We represent, install and service INDECT parking guidance technology. Why? Because we stand behind its claim as the world's most advanced software and systems for the parking industry.

PGS has played a pivotal role in the success of the INDECT product expanding across the United States, specifically by delivering and installing one of the very first INDECT parking guidance solutions in the USA at Dallas-Fort Worth Airport in 2012. Powered by INDECT, PGS has proceeded to successfully deliver a tailored parking guidance solution to over 175 clients, monitoring parking spaces across parking structures and surface lots. Communication is key to our relationship with INDECT, as every day we engage in effective dialogue, with both INDECT USA and INDECT GmbH, regarding equipment innovations and strategy.

Our core has been built on delivering a turnkey parking guidance solution that reaches unprecedented accuracy and reliability, which is exactly why we hand-selected the INDECT product to represent. At PGS, our entire team is dedicated to delivering and installing advanced parking guidance systems. As a result, this approach has established our company as an industry-leader in the parking guidance system market.

Of PGS' existing clients that operate more than one parking asset, 88% have expanded upon the system, or committed to expanding, with the intention of monitoring multiple parking assets under one software platform – primarily because of our commitment to our high service standards and post-installation support.





WHY PGS?

Description	PGS
Delivers, installs and maintains all projects	✓
175+ United States Installations	✓
Currently monitoring over 350,000 parking spaces in the United States	✓
Widest range of flexibility in industry, with six different technologies integrated under one platform	✓
Scalable to add additional systems up to 75,000 parking spaces	✓
All technology IP65/NEMA 4X Outdoor Rated or higher	✓
Only company in industry to offer minimum 2-year warranty	✓
Average service response time less than an hour	✓
Open API document for seamless integration with other technologies	✓

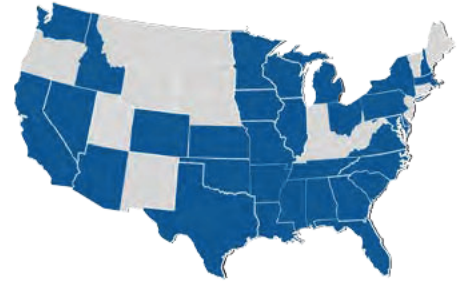
INDECT VS. THE MARKET

Description	INDECT	Market
Offer multiple technologies for single-space detection	✓	✗
Technology is fully automated, does not require human intervention to maintain accuracy	✓	✗
All technology IP65/NEMA 4X Outdoor Rated or higher	✓	✗
Technology still functional in below-grade garage after being submerged in water for three days (Hurricane Harvey – City of Houston Parking Garage)	✓	✗
All sensors and signage manufactured by the same manufacturer, no outsourcing	✓	✗

INDECT
performance counts

EXPERIENCE

PGS, LLC is very proud of the diverse client base who trusts the Indect solution. The PGS team has supported many of the highest profile and most demanding global organizations across a variety of challenging market sectors ranging from airports, municipalities, cities, casinos, and shopping malls covering over 150 locations and monitoring over 350,000 parking spaces. It is clear through our installations, our clients are more than satisfied with the product and service that we offer, as we frequently install in multiple parking lots and garages for the same clients.



KEY ACCOUNTS: PGS

MARKETS SERVED



RETAIL



HEALTHCARE



UNIVERSITIES



AIRPORTS



SMART
CITIES



CORPORATE
CAMPUSES



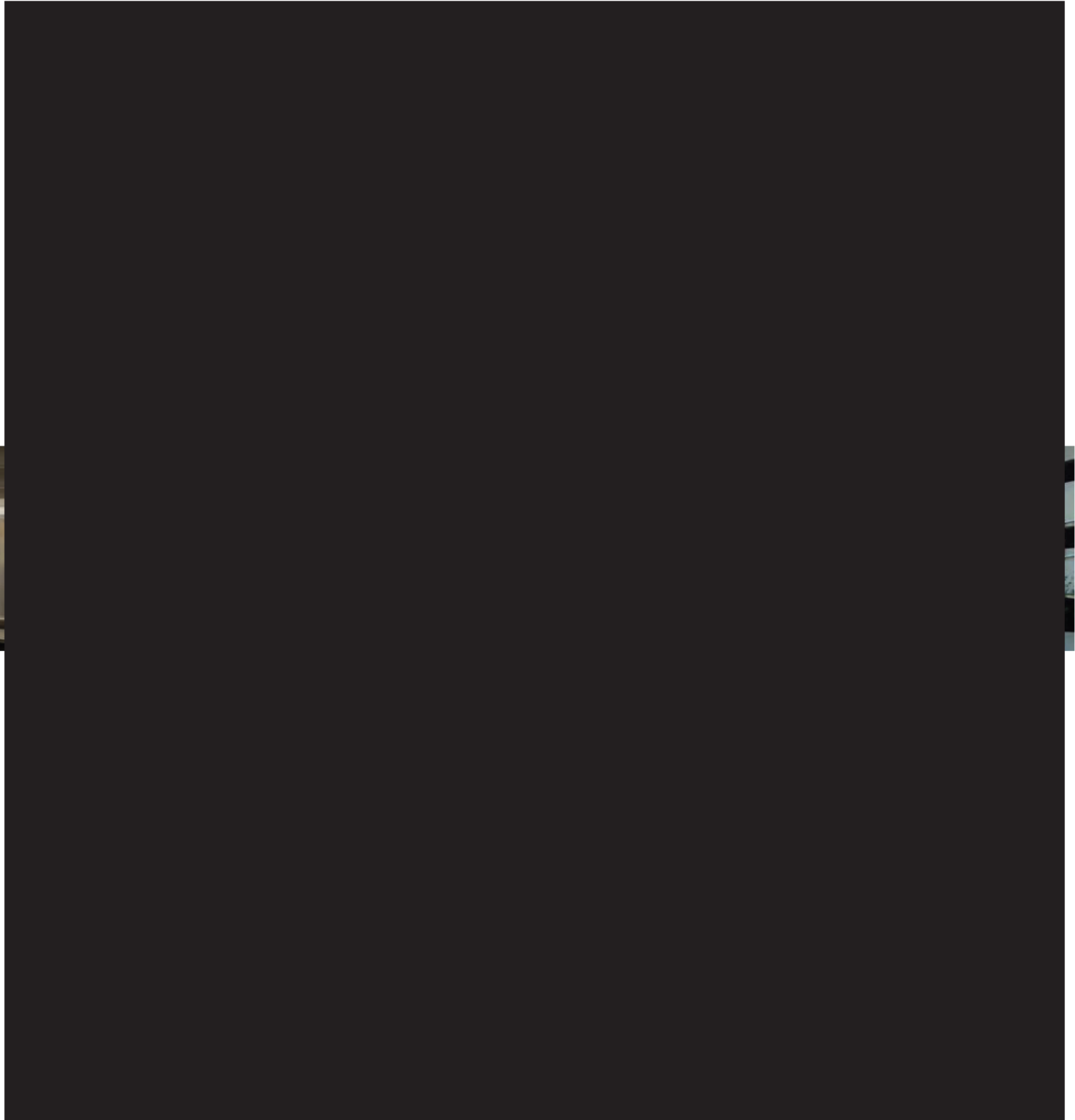
HOTELS &
CASINOS



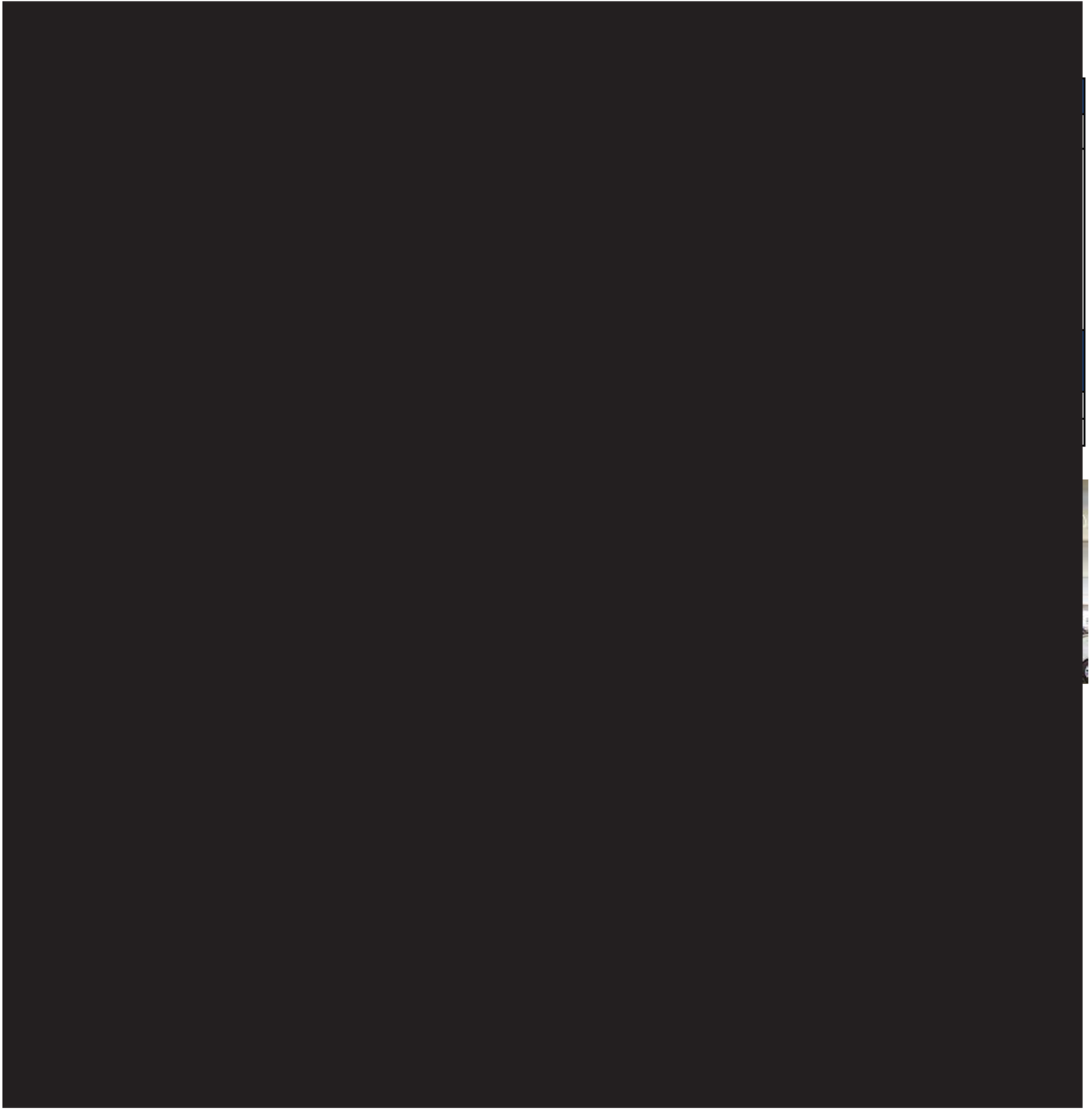
MIXED USE
DEVELOPMENTS



REFERENCES







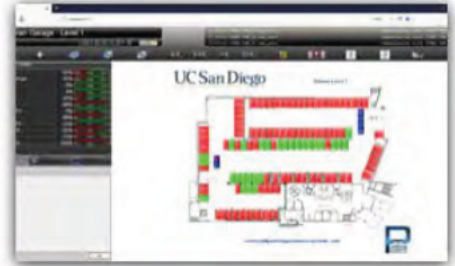
PARKING GUIDANCE SYSTEM



SENSORS



SIGNAGE

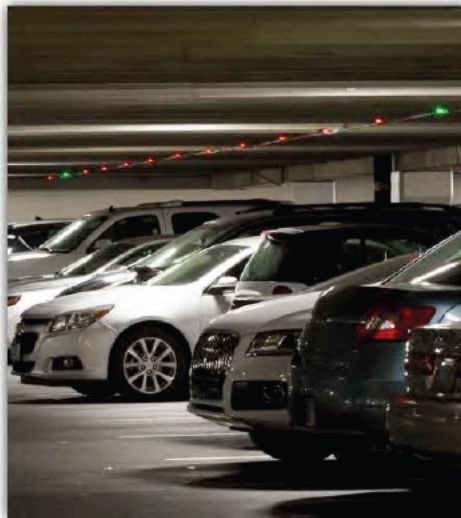


SOFTWARE

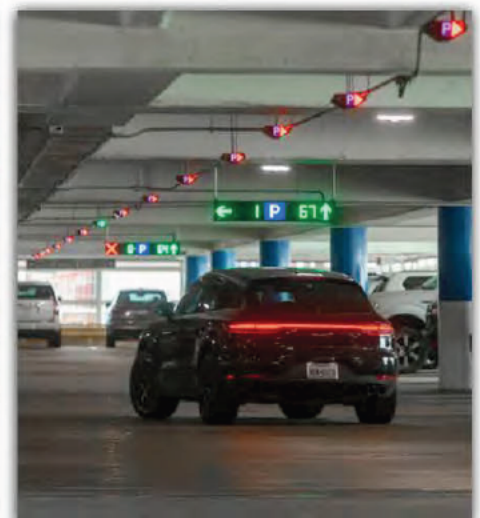
IN-GARAGE TECHNOLOGY



**ZONE COUNT
SYSTEM**



**SINGLE-SPACE
ULTRASONIC**



**SINGLE-SPACE
CAMERA-BASED**

COMPARISON ANALYSIS

Comparison Analysis

Description	Facility Count	Level Count	Single-Space (Ultrasonic)	Single-Space (Camera-Based)
Monitor Parking Availability: Full Garage	✓	✓	✓	✓
Monitor Parking Availability: Each Level	X	✓	✓	✓
Monitor Parking Availability: Each Space	X	X	✓	✓
System Accuracy	94%	88-92%*	<u>99.9+%</u>	<u>99.5+%</u>
Lifespan	6-7 Years	5-6 Years	15+ Years	12+ Years
User Group Identification (ADA, EV Stations)	X	X	✓	✓
Manual Labor Required by Management	Mid-Level**	Very High Level**	None	None
Entry Sign: Total Parking Availability	✓	✓	✓	✓
Internal Sign: Level by Level	X	✓	✓	✓
Internal Sign: At Key Decision Points	X	X	✓	✓
User Group Availability Signage	X	X	✓	✓
Software: Web-Based Browser & Interface	✓	✓	✓	✓
Software: Automatic Reports	✓	✓	✓	✓
Software: Playback Analysis, Heat Maps	X	X	✓	✓
Software: Overstay Alerts	X	X	✓	✓
Software: License Plate Recognition	X	X	X	✓
Software: Added-Surveillance	X	X	X	✓

ZONE COUNT SYSTEM

PGS proposes to install a zone count system leveraging Indect's Optic Microwave Sensor equipped with TRACO (Traffic Counting) firmware to monitor parking space availability by level or by facility.

The sensors shall be installed on the ceiling leading to the garage's additional levels in order to detect available parking. The sensors are equipped with traffic or transit counting firmware, which detecting bypassing traffic entering or exiting each level.

The sensors equipped with TRACO firmware shall be hardwired to a MUMO TRACO (Multifunction Module). The MUMO TRACO permanently polls the sensors and conveys counts to a standard MUMO (in the INDECT bus) counting (+) or (-) for the selected zones(s) in the parking garage.

It is important to clarify that a count system upholds an 88-92% accuracy detection if the system is monitored daily. The inaccuracies stem from inappropriate driving methods by visitors, such as driving too close behind a vehicle upon entrance. Due to the inherent nature of count systems needed to be maintained, delineation shall be installed at each counting location to ensure the highest accuracy rate possible.



ZONE COUNTING ACCURACY

There are a number of different vehicle detection technologies on the market that can provide 99% detection of transiting vehicles. These include loops, magnetic field sensors, ultrasonic sensors etc. All are proven to be 99% accurate in the right conditions.

There is a common misconception however that 99% accuracy at the sensor converts to 99% overall accuracy. This is not the case. Each sensor is 99% accurate. And each time a vehicle drives over that sensor there is a detection event.

The inaccuracy example can be easily demonstrated by the following. The sample garage in question has 5 levels of approximately 100 spaces. Total 500 spaces. With the garage being located in a hospital we would expect it to turnover at least twice a day (minimum two shift changes).

If we assume a 99% accuracy rate for each sensor, we can estimate the following daily error rates:

- Level 1 – 2000 detections (1000 entries and 1000 exits) – 20 errors – 20% error rate
- Level 2 - 1800 detections (900 entries and 900 exits) – 18 errors – 18% error rate
- Level 3 - 1400 detections (700 entries and 700 exits) – 14 errors – 14% error rate
- Level 4 - 1000 detections (500 entries and 500 exits) – 10 errors – 10% error rate
- Level 5 – 200 detections (100 entries and 100 exits) – 2 errors – 2% error rate

The more zones the more movements past the loops. The busier the facility the greater the level of inaccuracy. This is the power of multiplication.

Each type of detector can also be “fooled” into making errors. No sensor is fool proof. Loop detectors can accidentally pickup trolleys, bicycles and skateboards. Ultrasonic cannot detect cars over 25mph and are affected by wind. Cameras are affected by lighting conditions. No sensor is fool proof.

Zone systems cannot differentiate between a parked vehicle and a vehicle in transit. What does this mean? When busy mid-levels have cars transiting through from the entry or to the exit, the parking guidance signage shows “FULL” when in fact, there are spaces available.

The system accrues every error until it is reset either manually or automatically. This usually involves a staff member physically counting the number of vacant spaces and putting the value into a computer that controls the system. The human intervention is itself a source of errors if data is miscounted or input into the wrong level.

88-92% ACCURACY

HIGH DEMAND

**EACH VEHICLE DETECTION IS 99% ACCURATE, WITH A 1% ERROR RATING
HOWEVER, THE ERROR RATE COMPOUNDS WITH MORE DETECTIONS**

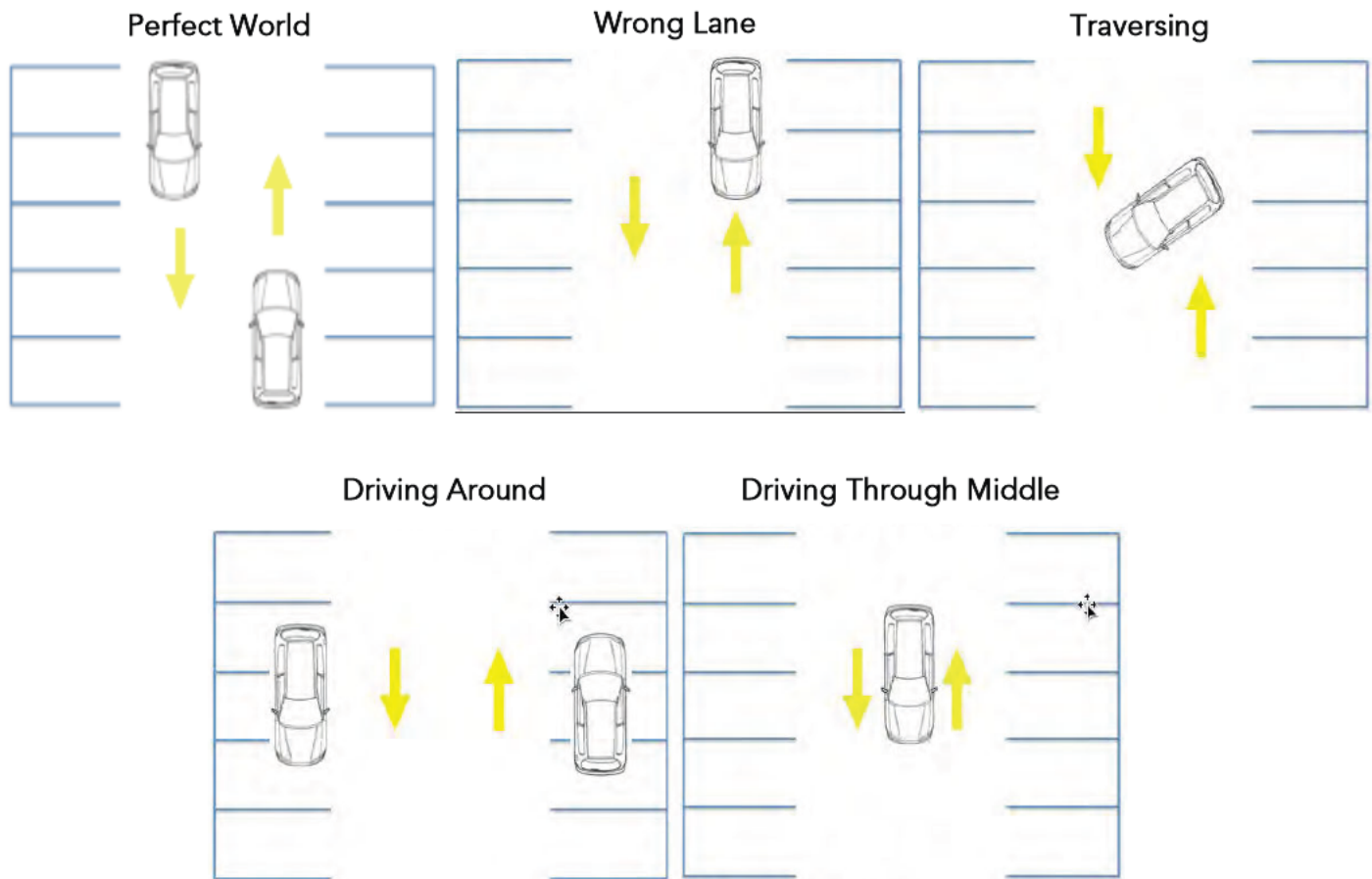
USING PHYSICAL RESTRICTIONS INCREASES ACCURACY

There is currently no technology that is capable of monitoring two-way and traversing traffic over an area of roughly 30 sq. ft that can produce accuracy above 90% without some form of traffic control.

If there are no physical restrictions in place this will allow vehicles to:

- Drive around the detection area – through any open spaces
- Travel in the wrong lane
- Two cars to cross simultaneously in opposite directions over one sensor
- Traversing through the detection zone whilst parking/exiting space
- Drive through the center of the detection zone between detectors.

See the diagrams below that illustrate the possible issues where there is no physical control in place to “funnel” the vehicles through the detection area.



SINGLE-SPACE: ULTRASONIC

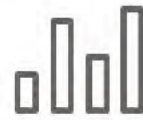
ULTRASONIC MINI SENSOR

INDECT's UMS is a ceiling-mounted ultrasonic sensor used for precise vehicle detection in indoor car parks. The UMS is part of INDECT's Space Administration System (ISA). The technology is CE and EMC certified, in addition to being developed and produced in compliance with ISO 9001.

This captivating system will catch the eyes of your employees and draw them to the nearest available space to maximize company revenue, minimize traffic and maximize employee and visitor satisfaction.



**TOP OF THE
LINE
ACCURACY**



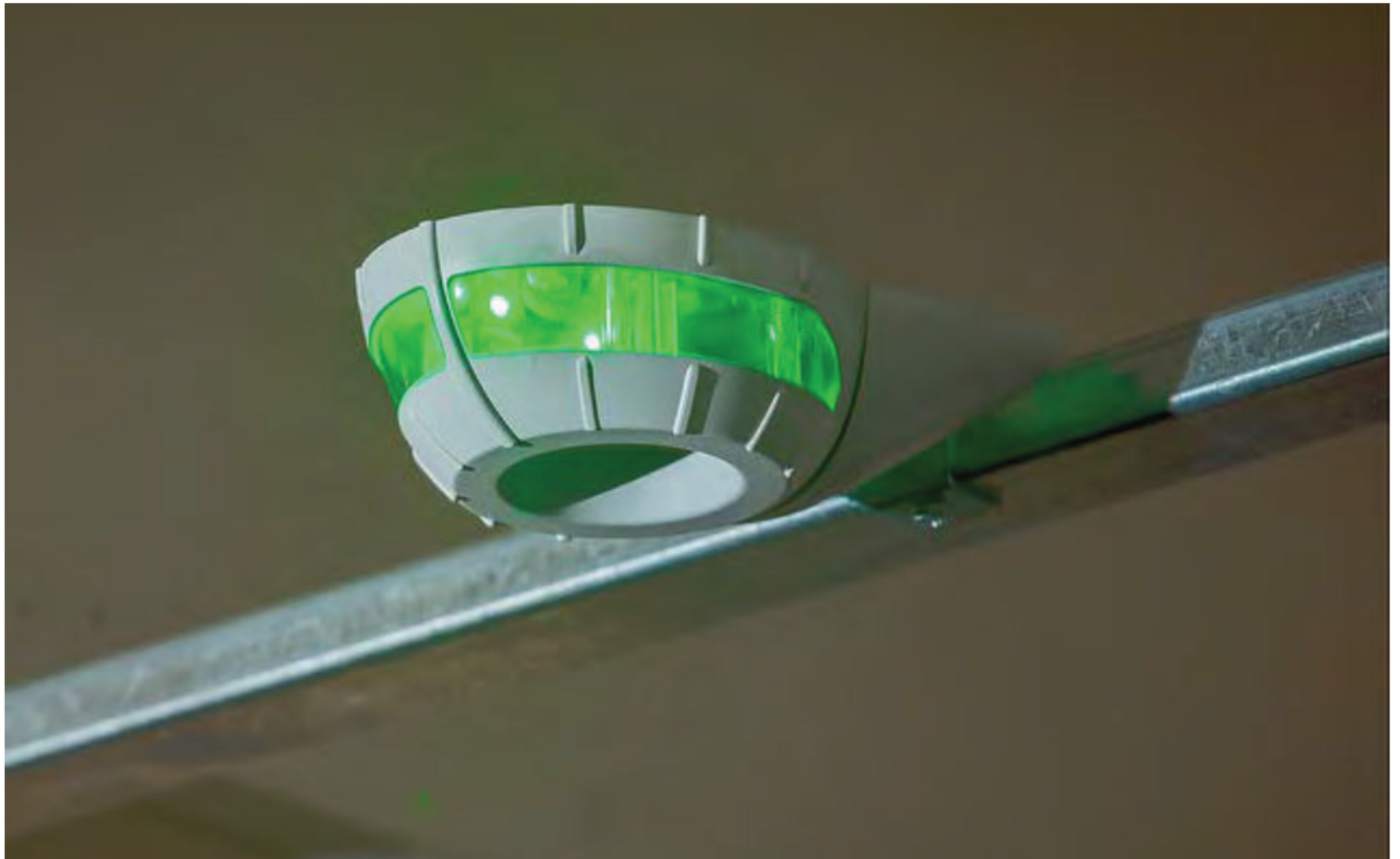
**MAXIMIZE
OPERATIONAL
EFFICIENCY**



**LOW
MAINTENANCE
TECHNOLOGY**

ACCURACY

The UMS is the only single space detection system that has a 99.98+% accurate detection. It contains a high-powered ultrasonic transducer, allowing for the sensor to be able to detect a vehicle if it can see part of it. The sensor firmware also allows for the detection of vehicles parked between sensors.



PROTECTION RATINGS

The sensors use an automotive grade ultrasonic ceramic transducer to provide extremely accurate detection and are protected by an IP65 rated/NEMA 4X housing. Since the inception of INDECT we have developed every new generation sensor to evolve for more accurate detection, but purposely improve the way in which we protect our product.

The IP65 rated protection is imperative for parking guidance systems as humidity is often a constraint of effective solution methods. With such rating, the UMS will remain waterproof and resistant to any humidity your parking garage may experience.

To bolster the protection of our product, we included NEMA 4X enclosures, as parking garages experience a variety of outdoor implications. From dust, to varying temperatures, the NEMA 4X enclosure will protect the UMS to ensure it is operating at its highest capabilities.



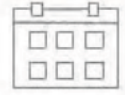
**IP65
RATED**



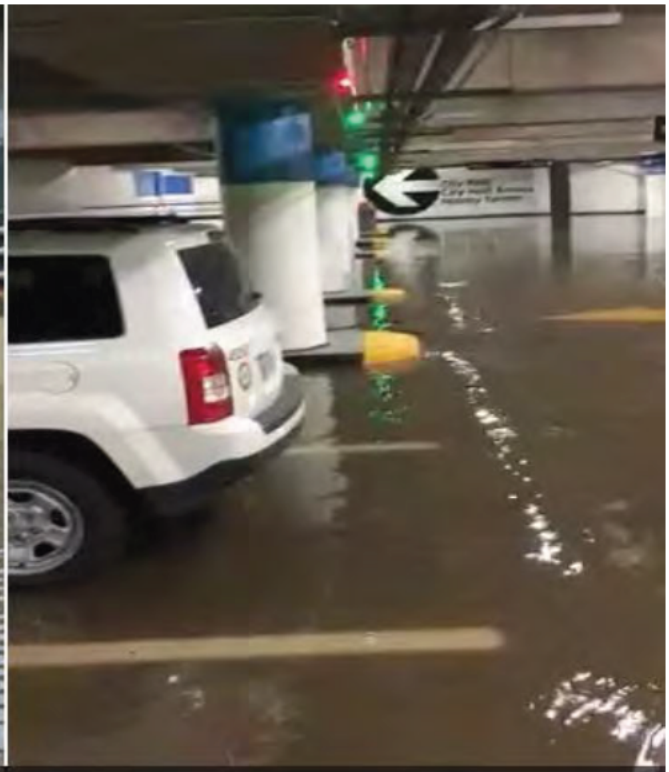
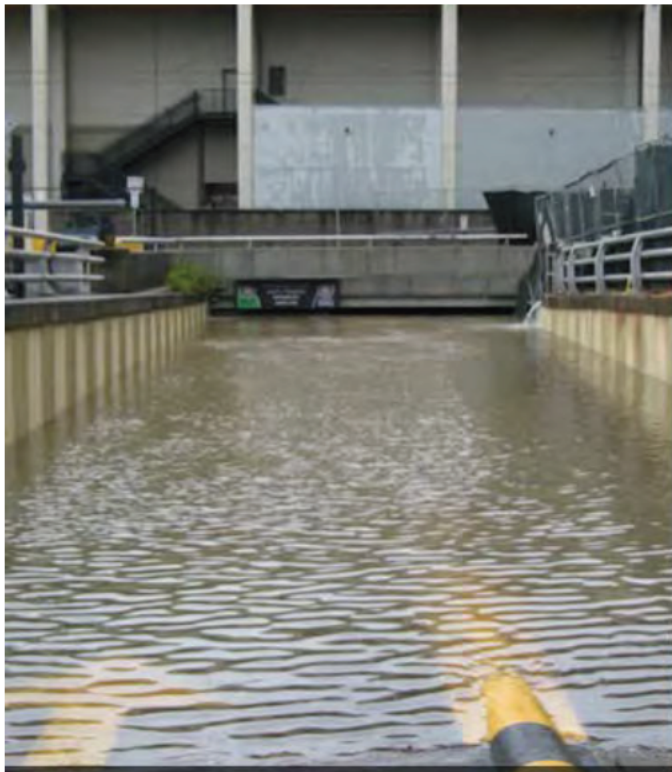
**WATER
RESISTANT**



**MINIMAL
MAINTENANCE**



**15 YEAR
LIFESPAN**



SURVIVED HURRICANE HARVEY
THREE DAYS OF BEING SUBMERGED IN WATER
AND STILL FULLY FUNCTIONAL

RGB LED INDICATORS

The internal indicators will display above each parking space, which will make it easier for visitors to identify available parking spaces. Colors can be programmed to suit your operational requirement. This type of installation is typically used where there are many user groups. The individual indicators allow each user group space to be called out with a unique color.



SINGLE-SPACE: CAMERA-BASED

The Upsolut is the only true multi-function parking sensor on the market that is capable of single-space detection. Implementation of this industry-leading technology will give the client a distinct advantage of enhancing the customer experience. Upsolut's built-in features will help you increase your parking capacity to 100%, track vehicles of interest, monitor customers, provide detailed parking statistics, and maximize your parking revenues.

As the parking industry continues to seek more ways to satisfy their customers, data collection is paramount to learning more about their behaviors. The UPSOLUT is truly an advanced sensor for parking guidance that includes a LPR/OCR, car finder functionality video streaming, surveillance, and audio alert features.

The UPSOLUT sensor is IP67-compliant and designed to withstand well beyond the daily rigors of the parking garage environment. As an IP67 sensor, it can be totally immersed in water and is tightly sealed against dust. Unlike other camera sensors on the market, maintenance is minimal.

UPSOLUT is designed to be installed down the middle of a parking row, completely avoiding the parking spaces on each side. Since cars do not need to be moved during installation, the UPSOLUT solution can be quickly and easily retrofitted into existing garages without effecting normal operation.



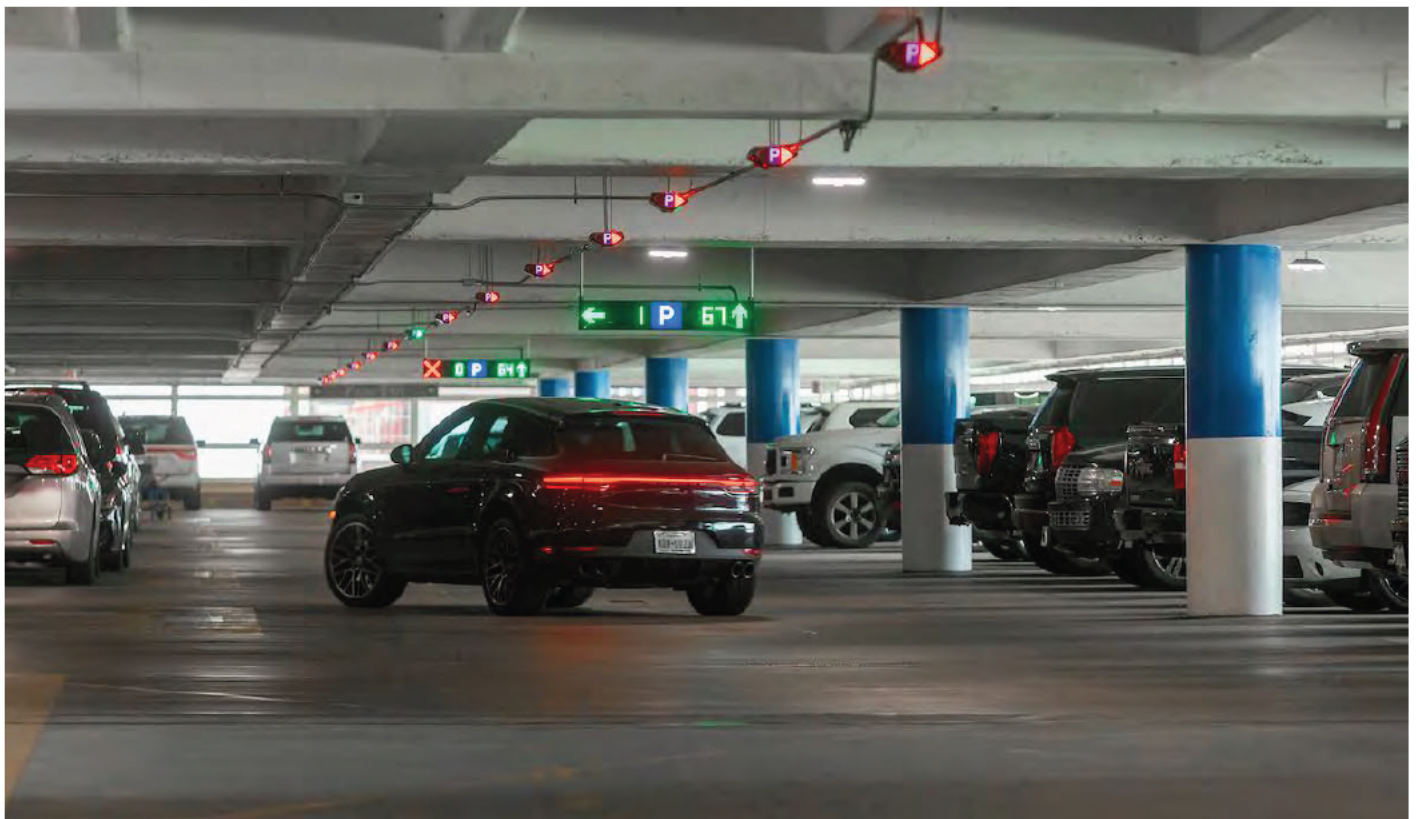
**LICENSE PLATE
RECOGNITION
(LPR)**



**IP67 RATED
WATER & DUST
PROOF**



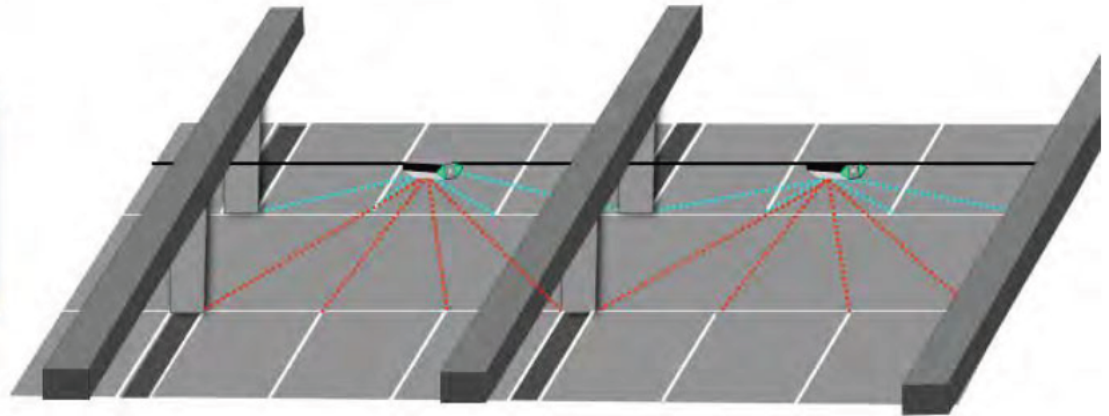
**ADDED
SURVEILLANCE
CAPABILITY**



DETECTION METHOD

The Upsolut sensors are ceiling installed in the center of the drive aisle and cover up to three (3) parking spaces on either side of the drive aisle. On both sensor sides, up to three (3) parking spaces can be configured for individual space detection. Sophisticated detection algorithms verify whether a vehicle has parked on a configured parking space or whether the space is empty.

**SIX (6) SPACES OF
DETECTION**
THREE (3) SPACES ON EACH
SIDE OF THE DRIVE AISLE



6

PARKING SPACES PER SENSOR

INDUSTRY LEADING DETECTION, LESS HARDWARE

The detection method combines infrared detection with a multifunctional camera analysis algorithm approach along with object analysis. A critical aspect of the detection process is that all detection processes are performed onboard by the UPSOLUT sensor's processor – no manual analysis is performed – so therefore allows the UPSOLUT sensor to operate even without server connectivity.

Each space needs a ROI, adjusted to the space. Areas outside each ROI are not considered by the detection algorithms or the OCR engine.



The sensor's camera has the option of a variety of camera lenses which allows the sensors to operate under challenging site conditions, height restrictions, driveway widths, or space related issues.

ACCURACY

The Upsolut Multi-Space Sensor upholds a 99.5% accuracy rating. We are confident the accuracy of the system will meet the expected standard that we provide you with a tool to assess the accuracy, yourself, at any time.

The accuracy report allows the staff onsite to evaluate the detection accuracy of one or more spaces, levels, or a whole garage. The analysis is done over an adjustable period of time and lists all status changes. The report includes the status pictures to allow the staff to compare the sensor status to the picture of the space. The Upsolut solution reliably detects vehicles in a broad range of lighting conditions, making it the most accurate camera-based system on the market.

All detection processes are carried out on-board by the sensor processor. This allows the UPSOLUT to operate correctly even if there is no network connection to the server.



99.5% ACCURACY RATING

RESULTS IN QUICK ADOPTION RATES BY PARKERS

The UPSOLUT Multi-Space Sensor upholds a 99.5% accuracy rating. We are confident the accuracy of the system will meet the expected standard that we provide you with a tool to actually assess the accuracy, yourself, at any time.

The accuracy report allows the staff onsite to evaluate the detection accuracy of one or more spaces, levels, or a whole garage. The analysis is done over an adjustable period of time and lists all status changes. The report includes the status pictures to allow the staff to actually compare the sensor status to the picture of the space.

Start Date/Time: 2022-02-01 23:00

End Date/Time: 2022-03-02 23:00

Delay From: -30

Delay To: 30

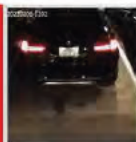

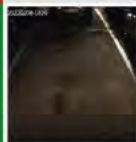

Generate: HTML

Print Result: Print

Accuracy = State Time OK in relation to State Time minus State Time Unrated

Evaluation

State Time	State Time OK	State Time Incorrect	State Time Unrated	State Changes	No Picture	Accuracy	Selected Spaces
670:43:12	670:43:12	0:00:00	0:00:00	34	0	100.00%	1
2414592	2414592	0	0				

ICOM2.COM_38.MCS_017	172.16.0.157	2022-02-06 12:02:44	54:36:31 196591	Ok	<input checked="" type="radio"/>	Occupied		
				Incorrect	<input type="radio"/>			
				Unrated	<input type="radio"/>			
ICOM2.COM_38.MCS_017	172.16.0.157	2022-02-08 18:39:15	0:57:59 3479	Ok	<input checked="" type="radio"/>	Free		
				Incorrect	<input type="radio"/>			
				Unrated	<input type="radio"/>			
ICOM2.COM_38.MCS_017	172.16.0.157	2022-02-08 19:37:14	0:00:42 42	Ok	<input checked="" type="radio"/>	Occupied		
				Incorrect	<input type="radio"/>			
				Unrated	<input type="radio"/>			

RGB LED INDICATORS: INTERNAL

The LED indicators can be on one or both ends of the sensors. For one-way parking aisles we recommend only one-way LEDs so that cars are not encouraged to drive against the traffic in the garage. The LED can be set to any color from the system software. With the RGB spectrum, over 16 million color combinations can be created, which can help achieve the goal of identifying given parking spaces for specific user groups (Executive reserved spaces, regular reserved, visitor spaces, ADA, EV, etc).

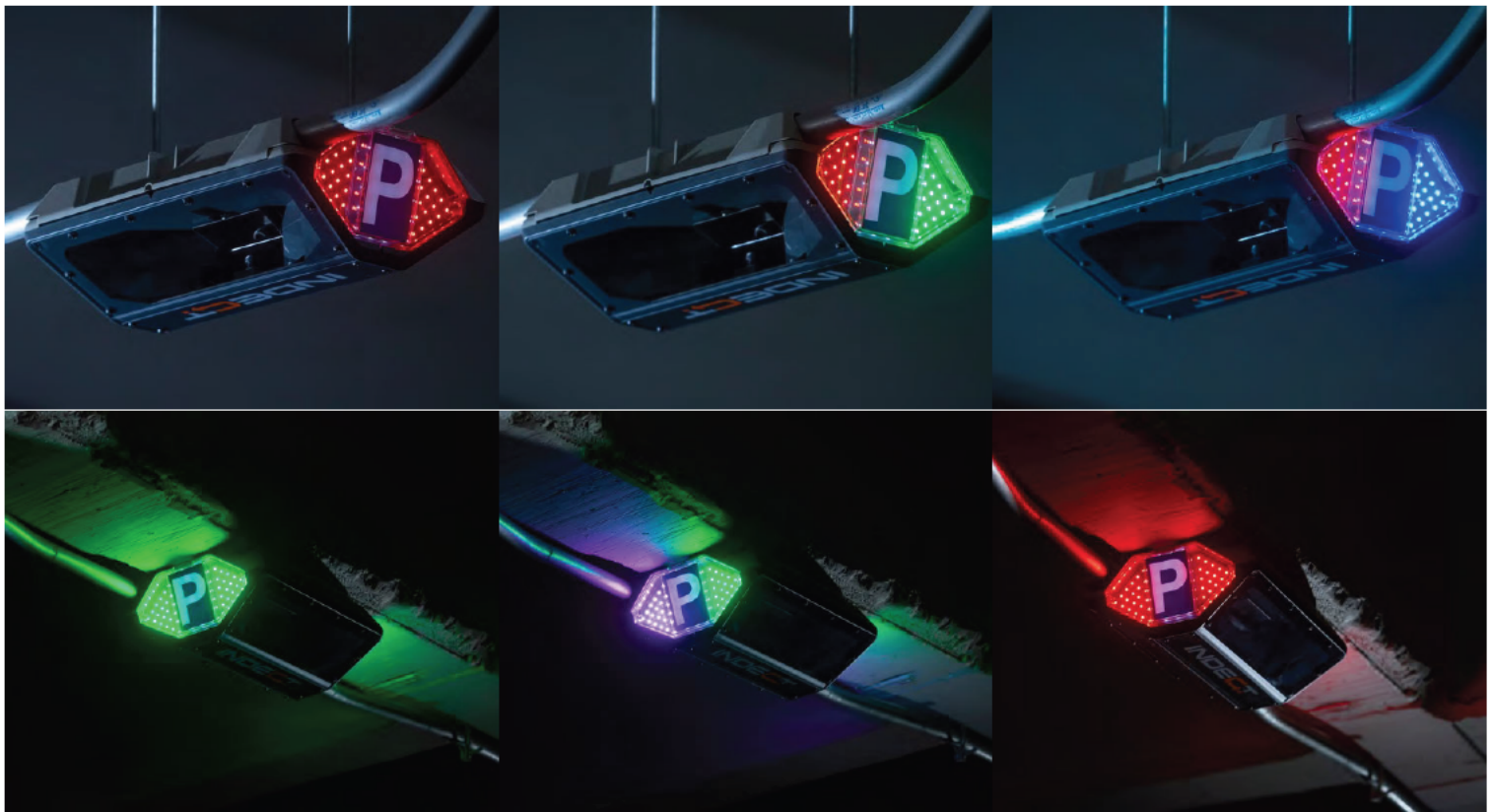
Each indicator will display the status of up to 6 parking spaces. There is an arrow to show the customer that there is a space available and which side of the sensor that space is located. This is unique for multi-space sensors, as many have a continuous color for all spaces, which can create confusion for parkers if different user groups are parking on opposite ends of the drive aisle. Features for LED Indicators are below:

- Change LED indicator color through any web-based browser (Computer, Tablet, Smart Phone)
- Automatically change LED indicator color in pre-defined timeframes
- Adjust brightness levels



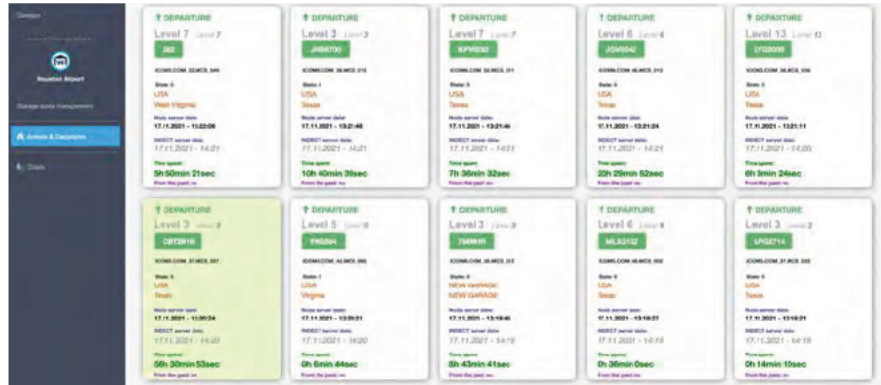
DEFINE USER GROUPS

ADA, EV, EMPLOYEE, SHORT-TERM/LONG-TERM



LICENSE PLATE RECOGNITION (LPR)

The License Plate Inventory for garages is available directly via the Indect user interface as a standard feature. You can also use the fields on the right to search for full or fuzzy matches, or to filter according to areas or device ID, e.g., LPR shows only plates read by interfaced. The inventory lists the following data:

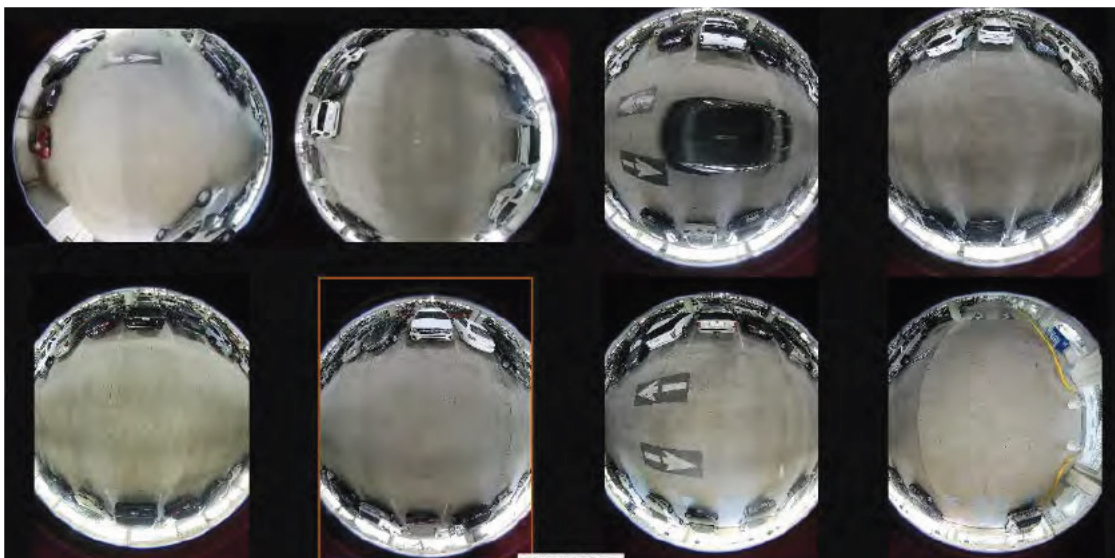


Departure Level	License Plate	State	Time of Entry	Time of Exit
Level 7	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 3	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 7	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 6	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 13	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 3	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 3	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 3	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 3	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec
Level 3	J00000	USA	17.11.2021 - 13:22:06	0h 50min 21sec

- Date and time of entry
- Record of the plate on entry if using LPR at entry points
- Location by zone and space

SURVEILLANCE

The video streamed from a powerful Qualcomm 610 processor and a 180° fisheye lens on a 12MP imager and provides virtually seamless video surveillance of all driveways and parking spaces throughout the garage. Onboard AI vehicle detection algorithms, picture dewarping, 4k@60fps video streaming, motion detection, license plate reading, and state-of-the-art network security pave the way for true 21st century parking guidance and garage surveillance.



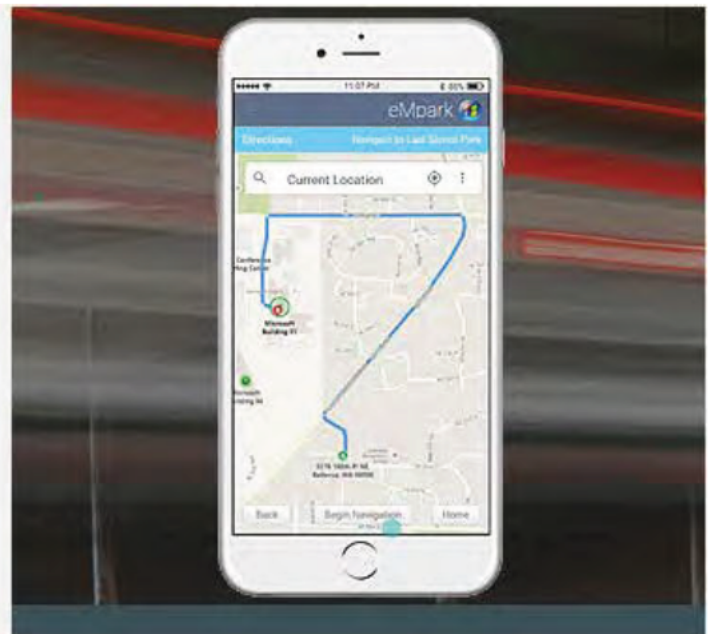
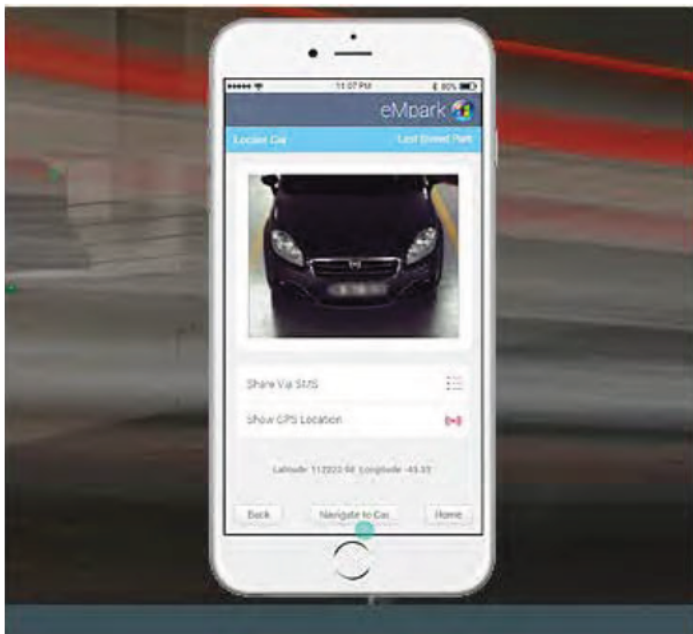
INDUSTRY LEADING HARDWARE
EQUIPPED WITH 12MP HDR CAMERA, 4K (60 FPS)

FIND YOUR CAR

INDECT works collaboratively with third-party developers to design and create parking apps that integrate with the garage owner's specific parking data and schematics. We provide a "car finder" focused application to help guide customers to their cars.

Your customers will find the apps easy to use from their phone or from a remote kiosk typically located near the garage entrance or elevator lobby. These apps are attractive to your customers by reducing stress (it can guide the customer to their car directly from their phone, if desired), and they also help improve overall garage safety and security.

- 1** CUSTOMER USES KIOSK OR MOBILE APP
- 2** ENTERS FULL OR PARTIAL LICENSE PLATE NUMBER
- 3** SOFTWARE DISPLAYS VEHICLES IMAGES MATCHING SEARCH
- 4** CUSTOMER CONFIRMS THEIR VEHICLE
- 5** SOFTWARE PROVIDES STEP-BY-STEP WALKING DIRECTIONS TO VEHICLE
- 6** CUSTOMER FINDS VEHICLE AND DEPARTS SATISFIED WITH THEIR VISIT



SINGLE-SPACE: OUTDOOR DETECTION



FISHEYE
CAMERA



PANORAMIC
CAMERA



PTZ
CAMERA



99.5%
ACCURACY



NEURAL
A.I.



ADDED
SURVEILLANCE



IP66
RATED

BIRD'S EYE VIEW (FISHEYE)

The Bird's Eye View (Fisheye) is applicable in environments where the camera is monitoring spaces directly beneath the camera.

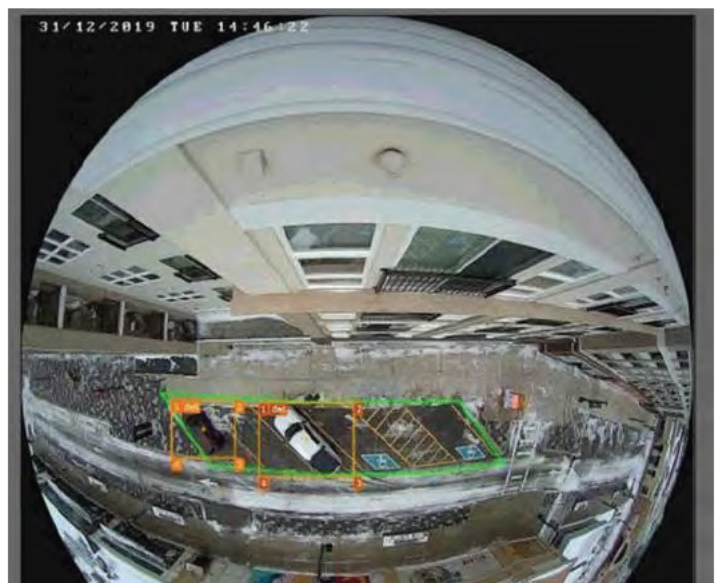
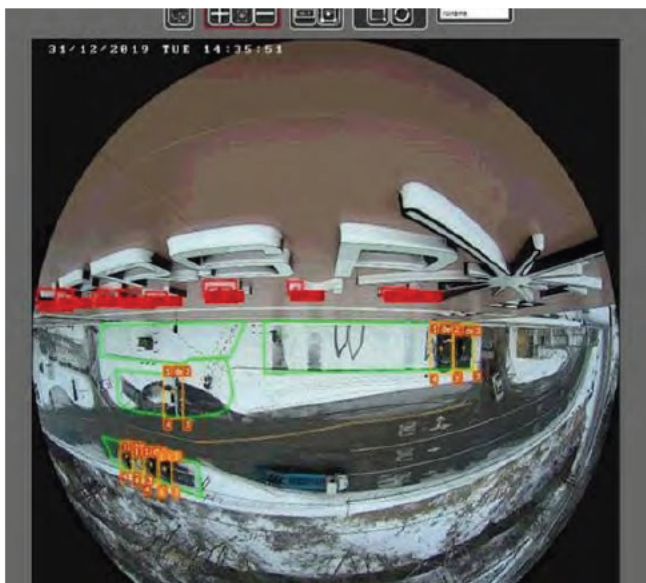
This detection method is preferred in surface lots or garage rooftops, where PGS can leverage existing light poles. The Bird's Eye View is also preferred in a setting where the parking asset is constrained by surrounding buildings, such as a narrow surface lot between buildings.

Each camera has its designated region of interest with assigned zones of parking spaces. The camera monitors its allocated spaces and communicates via LAN, WIFI, or radio with a server, where detection algorithms evaluate the current occupancy and make it available for the INDECT Parking Guidance System.



INDECT VIEWS - FISHEYE: FEATURES

Field of View: 360 Degree	Outdoor Rating: IP66
Minimum Height: 26 Ft.	Power: 12 VDC / PoE
Detection Radius: 49 – 66 Ft. (At 26 Ft.)	Network: Built-in RJ45 / WIFI
Zoom: Fixed Focus	Frame Rate: Up to 15 FPS
Image Sensor: Low illumination CMOS, 4 MP	ONVIF Compatible



PANORAMIC CAMERA (PANO)

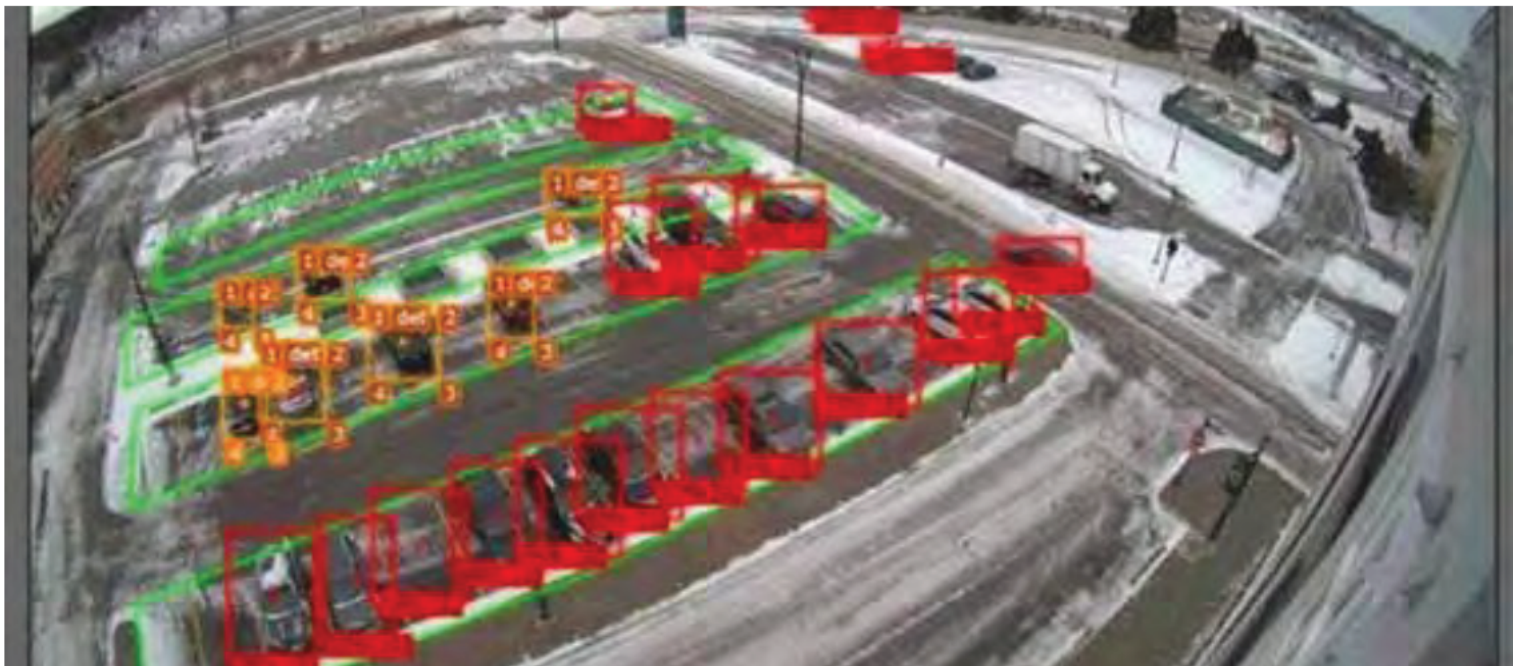
The Panoramic (PANO) Camera is applicable in environments where the camera is monitoring spaces directly beneath the camera and horizontally.

This detection method is preferred in surface lots or garage rooftops, where PGS can leverage existing light poles or surrounding buildings. More specifically, the PANO is beneficial in an environment where light poles, buildings, or surrounding infrastructure is at greater than 26 feet. This will allow for less cameras, as more parking spaces are being detected, and reduce infrastructure costs for power and network connectivity



INDECT VIEWS - FISHEYE: FEATURES

Field of View (H): 113° (4:3), 152° (16:9)	Outdoor Rating: IP66/NEMA 4X
Field of View (V): 85°	Power: PoE Midspan (max. 37W)
Minimum Height: 26 Ft. (Higher Preferred)	Network: Built-in RJ45
Zoom: Fixed Focus	Frame Rate: Up to 25 FPS at 720p
Image Sensor: RGB CMOS 4 1/2.8"	ONVIF Compatible



PGS WAYFINDING

WAYFINDING GOALS

- »» KEY/STRATEGIC DECISION POINTS
- »» MAXIMIZE EFFECTIVENESS
- »» FLEXIBILITY FOR THE FUTURE
- »» LESS IS MORE
- »» MAINTAIN THE SITE AESTHETICS

PGS APPROACH

A key wayfinding principle in our approach is to maximize effectiveness. Given the large, complex nature of an airport parking operation, it is imperative that we thoroughly understand the frequent routes traveled upon arrival to the airport. Lack of understanding frequently leads to an excessive amount of redundant signage.

After a thorough assessment of frequent arrival paths, it is then easiest to determine where exterior signage (signage installed roadside prior to garage entry) shall be placed to maximize visibility.

The overarching goal within this scope is to attract the customer to park one of your parking facilities, then guiding them to the closest available parking space.

**ATTRACT THE CUSTOMER
INTO THE GARAGE**



**GUIDE THEM TO THE
CLOSEST SPACE**

EXTERIOR SIGNAGE

MONUMENT SIGN



MATRIX SIGN



MONUMENT SIGNS VS. MATRIX SIGNS

Monument Signs typically are fabricated to house 4-Digit LED Inserts that display the number of parking spaces per level, "OPEN" or "FULL".

While several of our prospects today continue to prefer this sign style, we have seen a significant migration towards our Matrix Signs.

Consumers are more technology-oriented and sophisticated than ever. Digital content has revolutionized the way consumers seek information and make decisions. As business owners continue to explore innovative ways to connect with their target market, digital signage has become an interactive gateway that allows businesses to engage with their customers.

Within the world of parking, especially in an environment that frequently experiences pedestrian and vehicular traffic, our Matrix Signs have transitioned into a multi-purpose asset that does significantly more than communicate parking space availability.

MATRIX SIGNS

INDECT is widely considered the world's leader in developing a comprehensive parking guidance system. As INDECT continues evolving to the ever-changing needs of our clientele, we have introduced the Matrix Signs. INDECT has fully integrated the dynamic signage with the existing platform to enhance and provide business with unprecedented flexibility.

The key advantage of implementing matrix signs is the ability to adjust on the fly. The signage is accompanied with a software platform that gives businesses the capability to display parking availability, images, video, advertising, and special or emergency messaging in any font or color you desire.

FEATURES

- Full Color RGB LED
- P4 Resolution
- Display video footage, messages, advertising
- Scalable to any size – 20" x 20" Panels
- IP-65 Rated – Weatherproof
- Robust software control: Scheduling, Customization
- Open-Sourced



COMMON USE CASES

WAYFINDING



DISPLAY PARKING
AVAILABILITY IN ALL OF
YOUR GARAGES

ADVERTISING



GENERATE AN ADDITIONAL
STREAM OF REVENUE
THROUGH ADVERTISEMENTS

IMAGES & VIDEO



DISPLAY CUSTOM IMAGES
AND VIDEOS ON
YOUR SIGNAGE

DESIGNATE SPACES



INFORM YOUR DIFFERENT
USER GROUPS WHICH
PARKING SPACES ARE FOR
THEM

SPECIAL MESSAGING



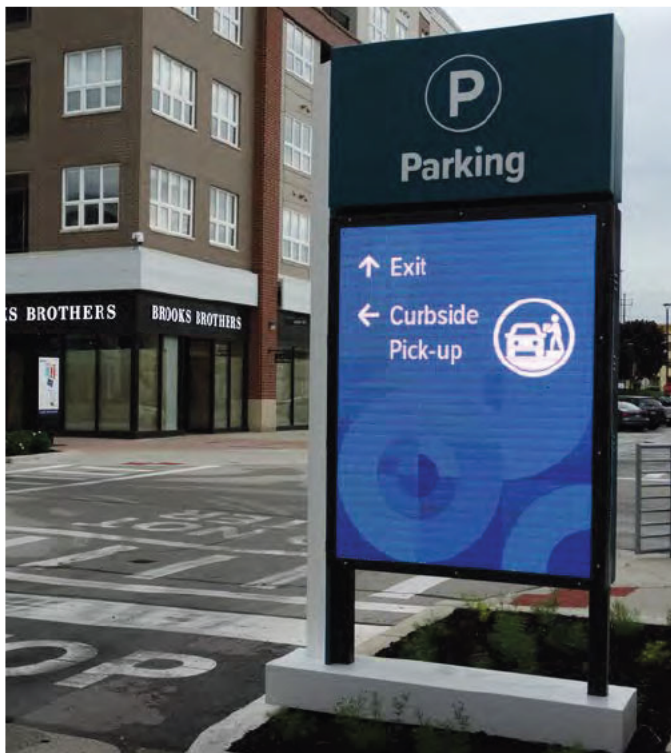
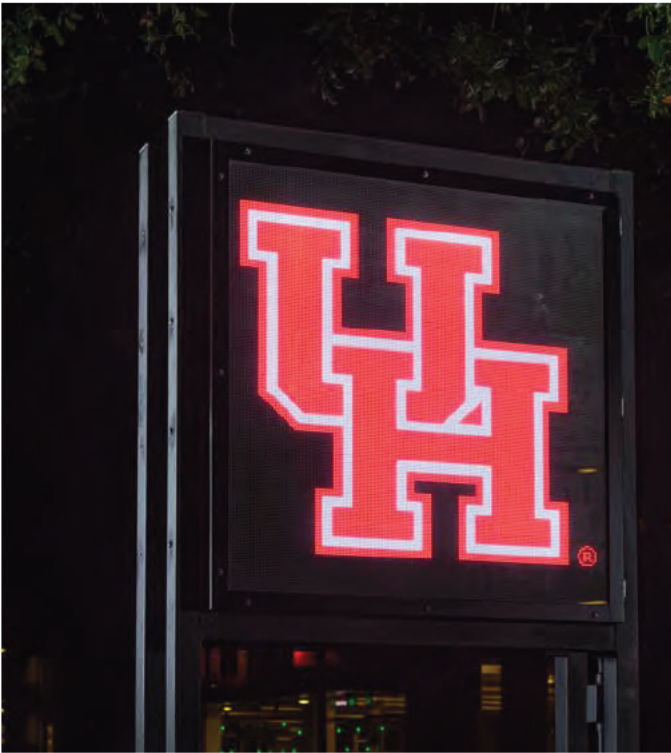
AUTOMATE HOW YOU
DELIVER SPECIAL
MESSAGES TO YOUR
CUSTOMERS

EMERGENCY MESSAGING



EMERGENCIES HAPPEN
QUICK, DELIVER MESSAGES
TO YOUR CUSTOMERS
QUICKER

ADDITIONAL MATRIX SIGN PHOTOS



MONUMENT SIGNS

In most cases, INDECT exterior signs mark the beginning of the customer parking experience. The signs are highly legible, day or night, due to the sign's ability to brighten or dim to match the time of day. All INDECT exterior signs meet or exceed the highest outdoor performance ratings.

INDECT will design your exterior signs to match your architectural standards. Meeting the highest outdoor performance standards, our signs are built to withstand the most extreme weather conditions and require very little maintenance.

FEATURES

- 5.1" digits in green, red, blue, white, amber, and more
- 7.4" and 10.4" digits available upon request
- Capable of displaying "OPEN" or "FULL"
- Display counts for different user groups such as ADA
- Optional backlit text
- Signs can be customized to suit the garage – Color, text, or logos



ENTRY SIGNAGE

PGS proposes to install Indect electronic signage at the parking garage entry. In most cases, INDECT entry signs mark the beginning of the customer parking experience. The signs are highly legible, day or night, due to the sign's ability to brighten or dim to match the time of day. All INDECT entry signs meet or exceed the highest outdoor performance ratings.

INDECT will design your entry signs to match your architectural standards. Meeting the highest outdoor performance standards, our signs are built to withstand the most extreme weather conditions and require very little maintenance.

ENTRY SIGN FEATURES

- 5.1" digits in green, red, blue, white, amber, and more
- 7.4" and 10.4" digits available upon request
- Display counts for different user groups such as ADA
- Signs can be customized to suit the garage – Color, text, or logos
- Sign Design



INTERIOR SIGNAGE

INTERNAL PROFILE SIGNS

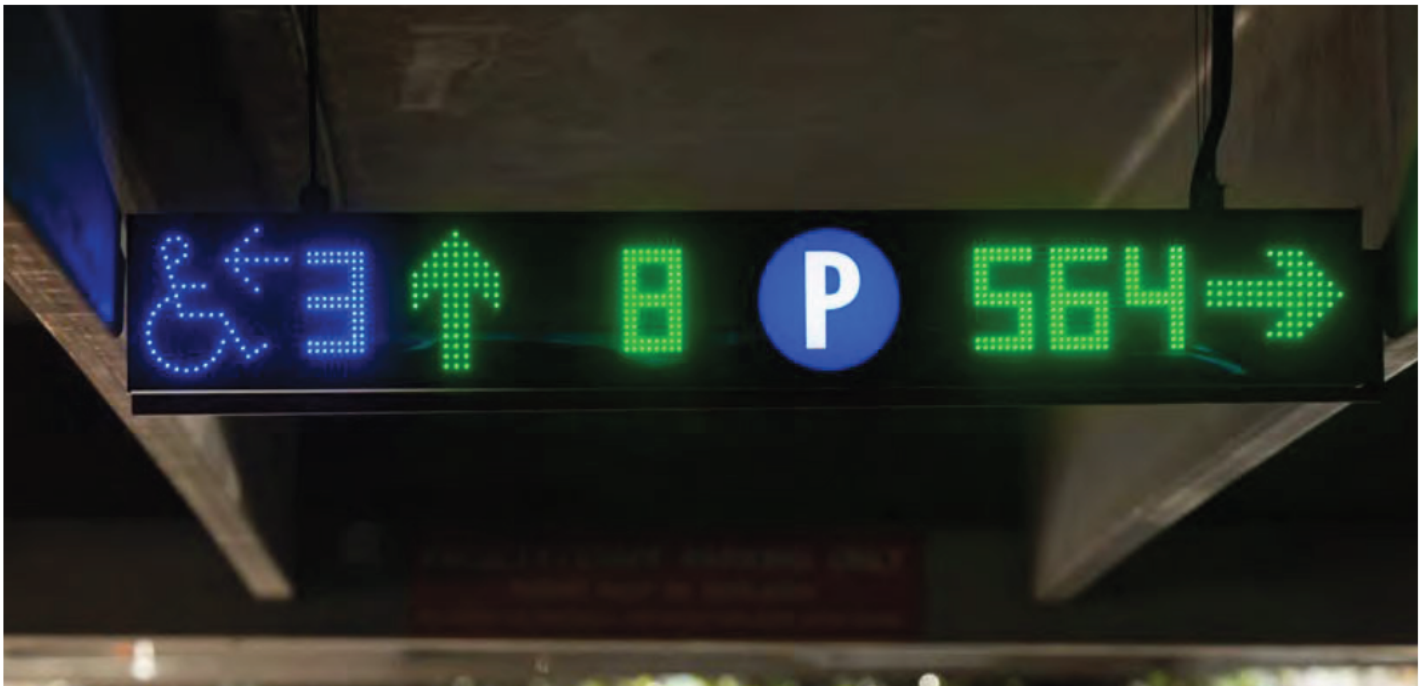
INDECT's internal signage is rugged, lightweight and extremely easy to read. Internal signage is a key component to a total parking guidance system solution and notifies parking customers of the number of available spaces, where to find those spaces, and even guides them to an exit.

It is very easy to design a wayfinding package that has a sign at every decision point. However, the wayfinding then loses its effectiveness. Ultimately, our goal is to maximize customer engagement with the signs. Therefore, assessing the flow of traffic within the garage prior to implementation is imperative.

Installation signs at the key decision points only will maximize the effectiveness of the wayfinding package and ultimately enhance garage safety, as vehicles will no longer aimlessly search for a parking space.

FEATURES

- 5.1" digits – available in green, red, blue, white, amber/yellow – Can be equipped with dual colors
- 8" symbols – ADA, EV, parent's parking, motorbike etc. available upon request
- Up to 6 digits per display – can show OPEN, FULL and CLOSED
- Optional backlit text
- Specifically designed for high performance indoors and outdoors
- Customize static portion of sign and casing



INTERNAL PROFILE SIGN EXAMPLES



INTERNAL MATRIX SIGNS

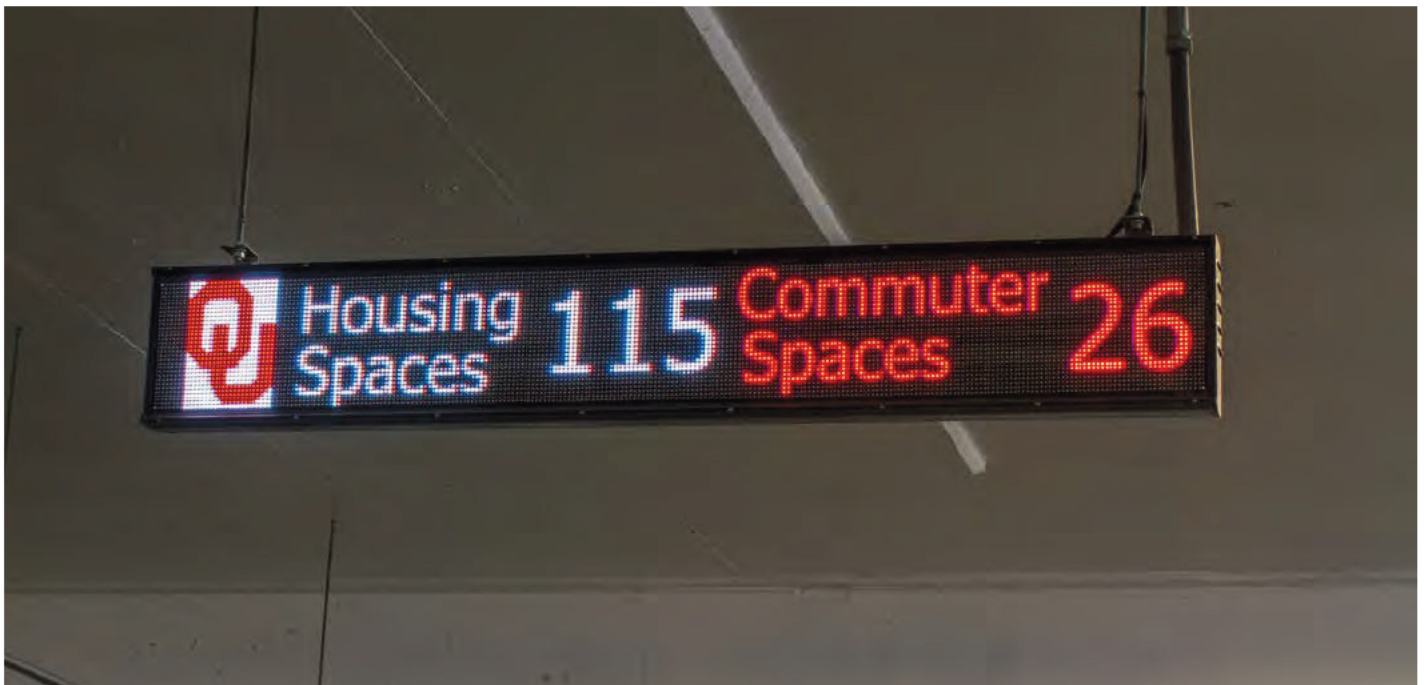
Similar to our Exterior Matrix Signs, INDECT's internal Matrix Signs allow our customers to change their message within the garage at any point in time.

The key advantage of implementing matrix signs is the ability to adjust on the fly. The signage is accompanied with a software platform that gives businesses the capability to display parking availability, images, video, advertising, and special or emergency messaging in any font or color you desire.

Our goal is to provide the airport the ability to be flexible with the information communicated to all visitors. With our matrix signage, we provide you with the tools to communicate changes in parking space allocations per user group, which is a key component of the standard airport parking policy.

FEATURES

- Full color RGB LED
- P4 Resolution
- High performance for indoor and outdoor use
- Display video footage, messages, advertising etc.
- Screens are scalable to any size – standard sizes available
- Comes with software for control



SOFTWARE FEATURES

PGS will include a complete software package, which turns data into meaningful day-to-day reports. The software also includes alarms, alerts, parking space reservation features, and the tools to take your parking operation to the next level. A Graphical User Interface (GUI) of the entire facility is included, with the ability to include up to 75,000 spaces on one server. The INDECT software is provided in two parts – ICOM and IVIS.

ICOM

The ICOM is the configuration software and the IVIS is the web browser based graphical user interface. As well as the two main software components, INDECT has a number of software modules available to unlock specific features. The management system is based on a standard Windows platform. The system is also browser based, which allows remote login via the Internet or over a LAN by authorized staff. This meaning a user can access the system without additional user licenses or dedicated workstations. There are various password protected user levels with different rights. The facility manager or administrator is able to define different rights levels and assign those levels to selected users.

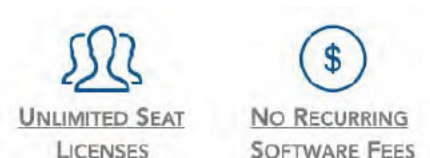
IVIS

IVIS Software is able to generate on-the-fly reports quickly and easily. Unlike other guidance companies, all data is housed on site and is the property of the client. Historical data can be manifested to the client's desired parameters in seconds. Data can be delivered in graphical, CSV, PDF, or Excel formats, all delivered directly to your e-mail. The raw data obtained by the software is manipulated into meaningful reports for management to make key decisions. The INDECT software can customize over 1,000 reports. Our reporting suite can be found within the next section.

LICENSING

A unique feature of the software presented by INDECT is that there are no annual on-going fees.

In addition, there are no costs for additional seat licenses. Therefore, management teams are able to grant access to as many users as they'd like, while still being able to allocate different level credentials per job specific role.

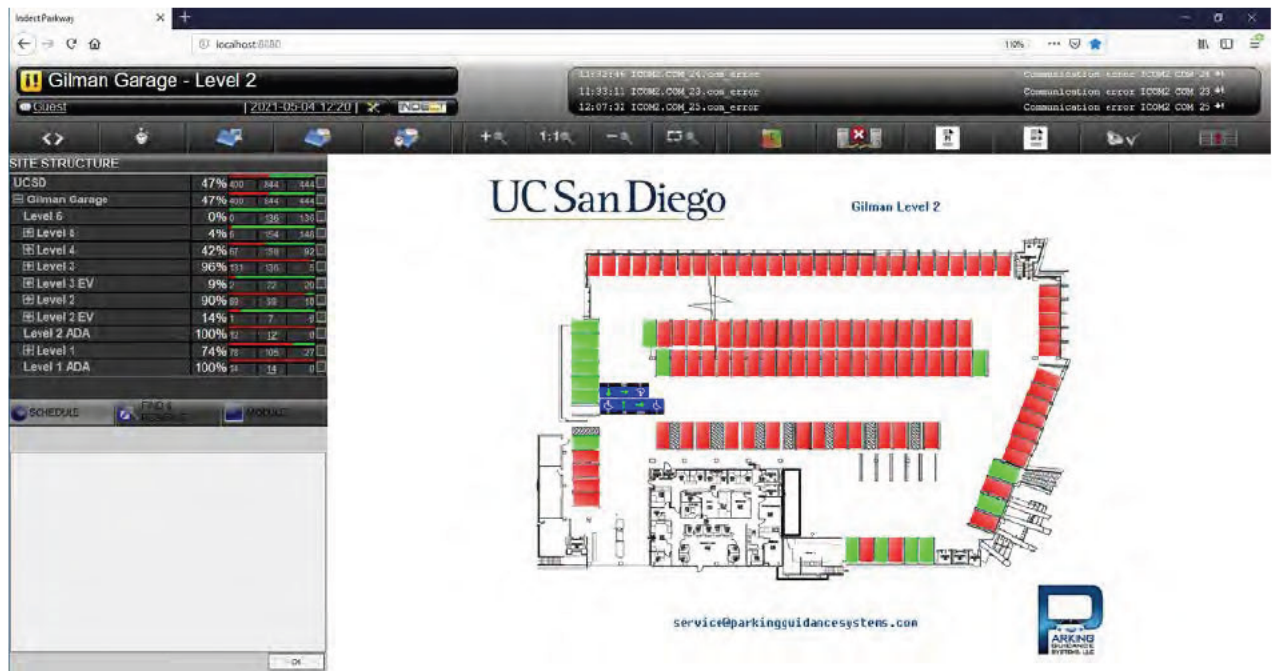
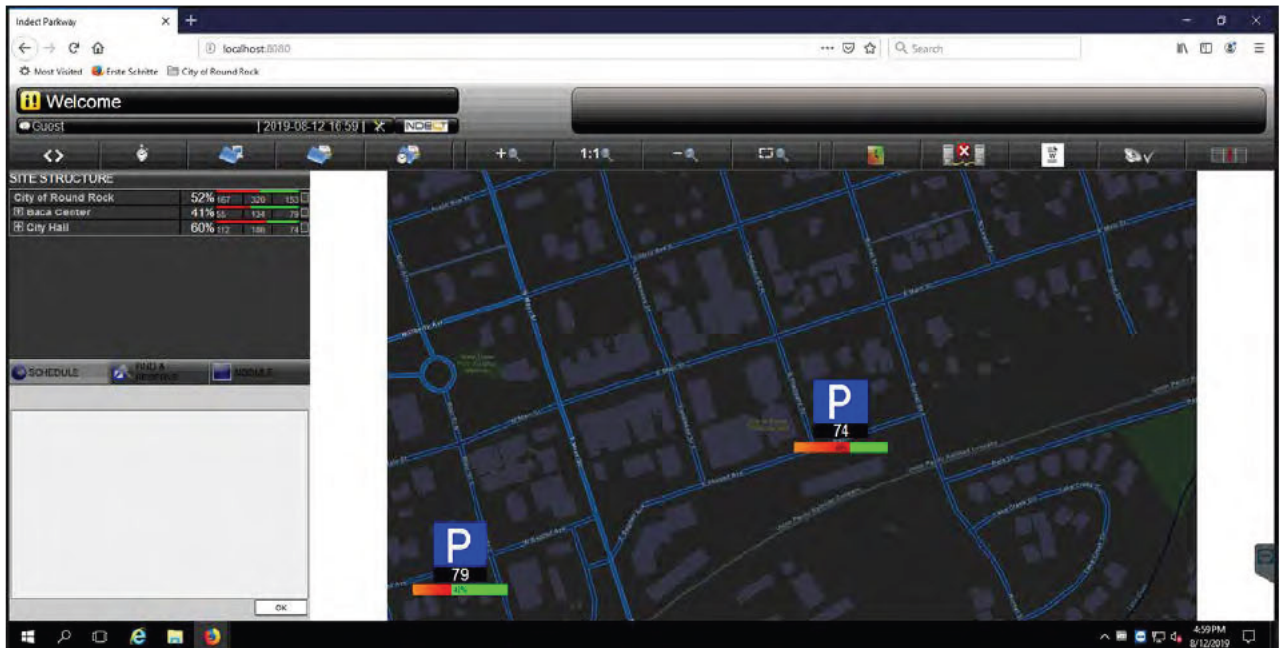


OPEN API

INDECT provides the optional feature Web Interface to transmit garage occupancy data for data exchange between INDECT and other systems.

Provision of INDECT data will be carried out via HTTP GET request. The retrieved data is in JSON format and can be processed in any programming language for which a JSON parser is available (i.e. Javascript, C+, C++, PHP etc.)

GRAPHICAL USER INTERFACE



PARKING AVAILABILITY WEBSITE/MOBILE APP API



INSTALLATION

With over 50+ years of project management experience, our operations team has optimized our project approach to establish a smooth parking guidance installation.

There are a number of steps that we recommend be undertaken in order to ensure the successful delivery of the APGS solution for the project. At a high level, PGS typically follows the steps below to accomplish project success once project award has been announced.



BEFORE THE INSTALLATION

Prior to installation, PGS will host a kick-off call to verify the scope of work desired. Our intent is to ensure that you are well versed with all of the feature sets offered and to deliver the best possible system to enhance your parking operation.

Items that will be discussed in the initial kick-off call:

- Team Introduction
- Bi-Weekly Meeting Set-Up
- Submittal Process
- Systematic Drawings & Locations
- System Functionality
- Installation Preference
- Signage Design & Locations
- Project Schedule

SUPPORT & MAINTENANCE

SERVICE PLEDGE

PGS is not only selling a product, but we are also selling a service to ensure that your system is operating at full capability. The service of our system is what sets us apart from our competition. We place a high priority on our customers by having rapid response times locally stocking parts in order to ensure that all potential issues are addressed in a timely manner. Please see our service pledge to below:

- ✓ 24 Hour Customer Service Hotline
- ✓ One-hour remote response time during regular business hours
- ✓ Three-hour onsite response time during regular business hours
- ✓ Afterhours response times: 2 hours remote / 4 hours onsite hours
- ✓ Locally stocked replacement parts for expedited service
- ✓ Documented service calls and tickets to monitor service times
- ✓ Follow up service to assure issues were addressed and fixed accordingly
- ✓ Daily remote monitoring of system functionality

Our goal is to ensure your parking guidance system is operating at full functionality at all times. PGS has a dedicated team to monitor your system on a daily basis, consistently verifying connectivity and overall system performance.



TRAINING

At PGS, we take the initiative to ensure your parking management team is fully trained to understand how our system operates. Qualified professionals from the Parking Guidance Systems team will lead a training pertaining to both the hardware and software of the system. Each individual involved in the training will interact directly with the system, with the intention of creating a realistic experience for the trainees. Below is an example of the training agenda that will be given to your parking management team, in addition to recurring training received.

Onboarding Training Schedule		Recurring Training	
Overview	Introduction to INDECT Product	Remote	Unlimited Hours per Year
	Overview of Project Inclusions		
	Overview of Software Platform (IVIS)		
Software Training (IVIS)	Review Access Procedures		
	Graphical User Interface Training		
	Site Setup (Signs & LED Colors)		
	User Rights Setup		
	Custom Reports Setup		
Site Specific Information	Maintenance	On-Site	16 Hours per Year
	Troubleshooting		
	As Built Drawings		
	Zoning Procedures		
	Site-Specific License Requirements		
	System Configuration		

MAINTENANCE AGREEMENT

System maintenance, hardware and software, is fully included while under warranty. PGS will ensure that the system on site is monitored and serviced by a fully trained PGS INDECT technician. A technician will remotely perform weekly checks on the system to ensure the system is working as effectively and reliably as possible.

Under the maintenance agreement PGS, LLC will maintain a dedicated manned phone line to ensure a person answers a call for service 24/7. A technician will then return contact within 2 hours (minimum). A technician will then either log in or attend site within 4 hours. As part of the service, we guarantee system downtime shall not exceed 24 hours. Management will have a dedicated account manager to look after your site. This contact will be your one stop shop for any questions for service, training and reporting. The account manager will meet with your team once per month to discuss the system operation and any requirements that you may have.

Under the agreement PGS will provide 4 hours of free training each quarter to your staff on-site. This can be conducted at your office or at our office facility. This training will cover reporting and system functionality. Further, maintenance is fully included during year one.

Service Levels			
Level	Definition	Response	Resolution
Critical	<ul style="list-style-type: none"> Loss of essential server(s) Damaged/Dangerous Hardware Situations Data lost or corrupt Constant error generation from fundamental process Multiple or Entire levels of sensors/dynamic signs offline 	Within (2) Hours	Within (24) Hours
High	<ul style="list-style-type: none"> Failure of an entire aisle or the equivalent sum of failures if spanning more than an aisle Local and confined server problems. Local and confined sensor faults. System produces incorrect results in a known isolated area 	Within (4) Hours	Within (2) Days of Report
Low	<ul style="list-style-type: none"> Failure of a (1) or (2) aisle signs or sensors Individual LED lights, faults, minor damage requiring repairs Individual sensor faults, minor damage/cosmetic repairs. Manual/instruction/user error problems API unavailable other than network/connectivity loss 	Within (24) Hours	Within (3) Days of Report
Preventative	<ul style="list-style-type: none"> Proactive maintenance in the absence of failure 	Scheduled	Scheduled



PRICE LIST

Parking Guidance Systems, LLC – Unit Pricing Sheet (2024)

Classification	Description	MSRP
Sensors	Ultrasonic Mini Sensor (UMS)	\$189.66
Sensors	Upsolut Multi-Space Sensors	\$976.54
Sensors	INDECT Views: Fisheye (FODE) Single-Sided Camera	\$942.80
Sensors	INDECT Views: Fisheye (FODE) Double-Sided Camera	\$1,675.48
Sensors	INDECT Views: Mini-PTZ Camera	\$3,317.60
Sensors	INDECT Views: Panoramic (PANO) Camera	\$7,299.60
Sensors	INDECT Optic Microwave Sensor equipped with Traffic Counting (TRACO) Module	\$6,187.44
LED Indicators	Ultrasonic Mini Sensor: Internal RGB LED Indicator	\$27.46
LED Indicators	Ultrasonic Mini Sensor: External RGB LED Indicator	\$36.96
LED Indicators	Upsolut Multi-Space Sensor: Internal RGB LED Indicator	\$67.54
LED Indicators	Upsolut Multi-Space Sensor: External RGB LED Indicator	\$49.57
Parts	Upsolut Multi-Space Sensor: External RGB LED Indicator Terminal Board	\$73.56
Parts	Upsolut Multi-Space Sensor: Custom Mounts (Powder Coated)	\$183.43
Parts	Road Rocks (Delineation Set)	\$215.66
Parts	INDECT Views: FODE Pole Mount	\$796.46
Parts	INDECT Views: Wall Mount	\$295.68
Parts	INDECT Views: PTZ/PANO Pole Mount	\$343.23
Signage	ECO Internal Sign (3 Digit - 1 Arrow)	\$1,254.98
Signage	Profile Sign: 3-Digit - 1 Arrow	\$2,210.78
Signage	Profile Sign: 3-Digit - 1 Arrow - 1 ADA	\$3,043.51
Signage	Profile Sign: 4-Digit - 2 Arrow	\$3,004.39
Signage	Profile Sign: 4-Digit - 2 Arrow - 1 ADA	\$3,857.98
Signage	Profile Sign: 4-Digit - 2 Arrow - 2 ADA	\$4,690.70
Signage	Profile Sign: 5-Digit - 2 Arrow	\$3,268.84
Signage	Profile Sign: 5-Digit - 2 Arrow - 1 ADA	\$4,122.43
Signage	Profile Sign: 5-Digit - 2 Arrow - 2 ADA	\$4,955.16
Signage	Profile Sign: 6-Digit - 2 Arrow	\$3,533.28
Signage	Profile Sign: 6-Digit - 2 Arrow - 1 ADA	\$4,386.87
Signage	Profile Sign: 6-Digit - 3 Arrow	\$4,389.48
Signage	Monument Sign Casing (Estimate: Varies upon size)	Variable
Signage	LED Inserts (Monument Signs): 4-Digits, Open, FULL (5.11")	\$1,808.14
Signage	LED Inserts (Monument Signs): 4-Digits, Open, FULL (7.48")	\$2,374.33
Signage	LED Inserts (Monument Signs): 4-Digits, Open, FULL (10.48")	\$2,974.43
Signage	Entry Sign: 3-Digit - 1 Arrow (Equipped with Rain Cover, Lateral Vent, Drain)	\$3,864.11
Signage	Entry Sign: 3-Digit - 1 Arrow - 1 ADA (Equipped with Rain Cover, Lateral Vent, Drain)	\$4,696.84
Signage	Entry Sign: 4-Digit - 1 Arrow (Equipped with Rain Cover, Lateral Vent, Drain)	\$4,657.72
Signage	Entry Sign: 4-Digit - 1 Arrow - 1 ADA (Equipped with Rain Cover, Lateral Vent, Drain)	\$5,511.31
Signage	Pillar Sign Casing	\$5,719.56
Signage	Pillar Sign LED Insert	\$1,387.46
Signage	Matrix Profile Sign - P4 Pixel Rating (7.5" x 60")	\$4,567.12
Signage	Matrix Sign (20" x 20"): P4 Pixel Rating - Ground Pole-Mounted - Ceiling Mounted	\$8,113.11
Signage	Matrix Sign (20" x 40"): P4 Pixel Rating - Wall Mounted (Flush), Steel Frame	\$10,451.20
Signage	Matrix Sign (20" x 40"): P4 Pixel Rating - Wall Mounted (Flag Style), Steel Frame	\$12,998.12
Signage	Matrix Sign (20" x 60"): P4 Pixel Rating - Wall Mounted (Flush), Steel Frame	\$12,966.43
Signage	Matrix Sign (20" x 60"): P4 Pixel Rating - Wall Mounted (Flag Style), Steel Frame	\$15,545.04



Signage	Matrix Sign (40" x 40"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$15,481.66
Signage	Matrix Sign (40" x 60"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$23,027.36
Signage	Matrix Sign (60" x 60"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$30,573.04
Signage	Matrix Sign (60" x 80"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$38,118.73
Signage	Matrix Sign (80" x 80"): P4 Pixel Rating - Ground-Mounted, Steel Frame	\$43,149.19
Hardware	Matrix Sign Server	\$4,536.23
Hardware	U-Communication Module (UCOMO)	\$1,785.46
Hardware	Communication Module (COMO)	\$1,645.90
Hardware	Power Supply (POSU)	\$1,453.19
Hardware	Multi-Function Module (MUMO)	\$574.54
Hardware	Views Controller	\$3,319.90
Hardware	ICOM: Server	\$5,645.89
Hardware	ICOM: Upsolut I Server	\$9,960.72
Hardware	ICOM: Upsolut II Server	\$21,436.80
Hardware	ICOM: Upsolut III Server	\$26,426.40
Hardware	ICOM: Upsolut IV Server	\$37,699.20
Hardware	Views Server I	\$8,685.60
Hardware	Views Server II	\$13,120.80
Hardware	Views Server III	\$45,276.00
Hardware	Car Finder Kiosk	\$7,137.21
Software	ICOM Software/IVIS Graphical User Interface with Report Features - Per Space (UMS)	\$14.78
Software	ICOM Software/IVIS Graphical User Interface with Report Features - Per Space (Upsolut)	\$36.12
Software	ICOM Software/IVIS Graphical User Interface with Report Features - Per Space (Views)	\$22.18
Software	License Plate Recognition	\$14,860.70
Software	Car Finder Software	\$6,181.66
Signage	Matrix Sign Software: BrightSigns	\$4,009.80



Request for Proposal

RFP# MPM-1202

Vehicle Count Systems

January 31, 2024



REQUEST FOR PROPOSAL

RFP# MPM-1202

Issue Date: January 31, 2024
Title: Vehicle Count Systems
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 February 29, 2024 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: 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-1202

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	3
VI.	EVALUATION AND AWARD CRITERIA	Page	6
VII.	GENERAL TERMS AND CONDITIONS	Page	7
VIII.	SPECIAL TERMS AND CONDITIONS	Page	14
IX.	METHOD OF PAYMENT	Page	22
X.	PRICING SCHEDULE	Page	23
XI.	ATTACHMENTS	Page	23
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

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 vehicle count systems/parking guidance systems for James Madison University (JMU), an agency of the Commonwealth of Virginia an agency of the Commonwealth of Virginia in collaboration with the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 4,000 faculty and staff. 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>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its Members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives. The goal of this RFP and the resulting agreement(s) is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

JMU Parking and Transit Services currently operates 6 parking decks and approximately 80 surface lots for faculty, staff, and student permit parking. The six parking decks include Ballard (1,593 spaces), Champions Drive (499 spaces), Chesapeake Avenue (650 spaces), Grace Street (477 spaces), Mason Street (1,022 spaces), and Warsaw Avenue (790 spaces). Each deck’s spaces are further divided based on usage by students, faculty/staff, service vehicles, ADA spaces, visitors, EV parking, etc.)

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

Contractor shall describe their ability to provide the following to the University. JMU reserves the right to change, add, or delete services; in the best interest of the University.

- A. Contractor shall perform work between 7:30 AM – 4:00 PM Monday through Friday.
- B. James Madison University currently uses a mix of ultrasonic counters at entry and exit points and single space ultrasonic sensors in special-use spaces to factor them out of the general count.

- C. Vehicle counting technology that can be installed in parking garages or surface lots that detects vehicles upon entry and exit to facilities or zones within facilities in order to provide accurate counts of available spaces within each facility or zone.
 - 1. This technology needs to be capable of being relocated to alternate locations within facilities in order to adjust to future changes in parking allocations.
 - 2. Inductive loops are **not** a solution the University is seeking at this time. They require cutting into precast concrete, which could compromise the structural integrity of parking garages.
- D. Technology that is capable of monitoring the occupancy of individual parking spaces within facilities and incorporating that information into the overall occupancy of those facilities. This technology or technologies should be capable of counting individual spaces within both parking garages and surface lots.
- E. Electronic signages that is capable of displaying current occupancy figures in real-time in order to guide drivers to facilities with open parking spaces. This signage should also include the capability to scroll messaging as needed in order to communicate pertinent information to drivers.
- F. Provide the complete specifications of all new equipment and operational components for a turn key installation.
- G. The various technologies employed need to communicate seamlessly in order to provide real-time information about facility occupancy to drivers. Where possible, communication between components should be achieved wirelessly in order to reduce the cost of installation and increase flexibility with regards to placement. A mesh network is preferred.
- H. A software application that communicates with various pieces of technology located across the campus, provides information in real-time about parking availability and includes the status of each piece of equipment included in the system.
 - 1. The software should include a customizable graphical user interface that provides a visual representation of the signage and equipment across the campus as well as the current status of the pieces of equipment in specific facilities.
 - 2. Users must have the capability to correct counts of open spaces remotely via the graphical user interface.
 - 3. The software should include reporting capabilities that allow users to view, generate and store occupancy reports.
 - 4. The software should have the capability to send alerts via email.
 - 5. The GUI needs to support creating, scheduling, and sending custom messages for variable message signs.
 - 6. Describe licensing. If licensing of the software is based on number of users or screens, etc. describe the models used to obtain numbers both for current and future usage.
- I. An open web API module that allows the occupancy information generated by the system to be shared with websites and mobile applications in order to port real-time parking availability information to the department's website and mobile application.
- J. All system hardware and software need to be able to be maintained by department personnel and vendor tech support needs to be available via remote access.

- K. Consistency and stability of the hardware and software – as well as rapid correction of system failures – are critical to JMU.
 - 1. Describe the maintenance philosophy including frequency of updates as well as the approach to obtaining and completing updates.
 - 2. Describe your ability to respond to emergency situations to include average response time, costs associated with responding to emergency situations (to include weekend, nights, and holidays). Include method of communication for emergency situations.
 - 3. Describe capabilities for remote support and describe what access to accounts and systems is required. Describe the locations from which this activity would take place.
 - 4. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
- L. All costs shall be exclusive of travel. Exception may be granted by JMU on a case-by-case basis. In the event an exception is made, contractors billing for travel-related expenses must be billed in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals, and incidental expenses at the time of travel which can be referenced at <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.
- M. All services provided under this contract shall be by trained repair technicians and all work shall be performed in a workmanlike manner in accordance with the manufacturer's recommended equipment maintenance procedures. Submit all qualifications and certifications associated with the different systems.
- N. Campus parking decks currently include:
 - 1. Ballard Parking Deck – 1,593 spaces (1,467 commuter – 88 faculty/staff – 31 ADA – 5 Motorcycle – 2 EV)
 - 2. Champions Drive Parking Deck – 499 spaces (453 commuter – 13 faculty/staff – 9 Service Vehicle – 8 ADA – 6 Customer Parking – 6 Motorcycle – 4 EV)
 - 3. Chesapeake Avenue Parking Deck – 650 spaces (635 commuter – 13 ADA – 2 EV)
 - 4. Grace Street Parking Deck – 477 spaces (402 commuter – 55 faculty/staff – 12 ADA – 4 Visitor – 4 EV)
 - 5. Mason Street Parking Deck – 1022 spaces (566 faculty/staff – 168 hotel guest – 119 hotel guest overflow – 91 pay-by-plate – 35 hotel staff – 23 ADA – 9 service vehicle - 6 EV – 5 motorcycle)
 - 6. Warsaw Avenue Parking Deck – 790 spaces (599 commuter – 163 faculty/staff – 17 ADA – 7 motorcycle – 4 EV)
- O. These six decks total 5,202 parking spaces with our surface lots providing an additional 8,919 parking spaces for a total of 14,021 parking spaces available campus-wide.
- P. Currently, the existing parking guidance systems in the six parking decks on campus are supported by a total of 19 e-signs that display parking counts in real-time.

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 one (1) copy** 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:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

- 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
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.

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 three (3) 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 and Transit 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. 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).
- Q. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the University.
- R. SERVICES WARRANTY: Contractor warrants that all services shall be provided for in accordance with manufacturer's service manuals and as specified in this solicitation. Contractor shall act as the sole point of contact for all units repaired under this agreement.
- S. WARRANTY (COMMERCIAL): The contractor agrees that the goods and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties that the contractor gives any customer for such goods and services and that the rights and remedies provided therein are in addition to and do not limit those available

to the University by any other clause of this solicitation. A copy of this warranty should be provided. Nationwide factory recall or product update repairs or replacement shall be the responsibility of the contractor. In such cases, factory recall and modification work shall be handled in the same manner as warranty work.

- T. 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 building 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.

- U. 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.
- V. 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.
- W. 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.
- X. 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.
- Y. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is

categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

Z. CONTINUITY OF SERVICES: The contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all agency-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to the successor; and
3. That the agency contractor officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. The plan shall be subject to the agency's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the agency in writing prior to commencement of said work.

X. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

Y. NEW EQUIPMENT: Any equipment furnished under the contract shall be new, unused equipment.

Z. OPERATIONAL COMPONENTS: Stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.

AA. 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.

BB. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

- CC. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software are to be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- DD. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
- EE. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- FF. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses
- GG. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- HH. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- II. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- JJ. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU

reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

KK. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (<http://www.section508.gov/>). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with.

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.

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)* Service Rates									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Service Rates									
“Position”									
Labor Rate \$/hour									
“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
Products and Equipment (List by Manufacturer and Discount rate offered)									
Item (or) Manufacturer	% Off List-Price Discount Offered by Zone								

Other Fees									

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: Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

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)

ATTACHMENT E

VHEPC AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the 1st day of [Date], is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and [VENDOR NAME], ("Vendor").

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and [Vendor] have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and [Vendor] wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. [Vendor] will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.;
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of [Vendor]'s logo on the Consortium website
- III. Payment
 - A. Payment of PAC Annual Fee will arrive at the Consortium/University no later than MONTH XX of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
c/o VHEPC
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Vendor]:

[Vendor Contact]
[Vendor]
[Address]
Email: [Vendor Email]
Fax: [Fax]

ACCEPTANCE

For [Lead Institution]

For [Vendor]

[Lead Proc Director]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]_____

Date

Date

Agreement #: [Contract-Number]-PAC