



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7325

This contract entered into this 9th day of October 2025, by Skyline Tent Company, 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 November 15, 2025 through November 14, 2026 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP DKM-1234 dated June 2, 2025
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One - June 4, 2025
(3) The Contractor's Proposal dated July 1, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated October 7, 2025

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

CONTRACTOR:
DocuSigned by:
Lee French
(Signature)
Lee French
(Printed Name)
Senior Sales Account Manager
Title:

PURCHASING AGENCY:
By: [Signature]
(Signature)
Dylan Morris
(Printed Name)
Buyer Senior
Title:

**RFP # DKM-1234, Special Event Equipment Rental
Negotiation Summary for Skyline Tent Company
10/7/2025**

1. Contract Pricing Schedule:

- a. Contractor shall provide the Purchasing Agency with 10% off of the retail list price found in Attachment A, *Skyline Tent Equipment List*, below.
- b. Contractor shall provide the following labor and event services rates:

Installation/Strike Labor	23% of total equipment rental
On-Site Event Attendant	\$135/Hour (four-hour min.)
Tent Permit	\$600.00
Drawing/Site Plan Services	\$125/hour (four-hour min.)
Per Diem/Hotel	\$200/day per install crew member
Project Manager Labor	\$300/hour (four-hour min.)

- c. Delivery charges shall include the delivery and pick up of rented items. Delivery charges will be per truck and in accordance with the Zone Map:

Zone 1	\$1,450
Zone 2	\$660
Zone 3	\$400
Zone 4	\$945
Zone 5	\$1,500
Zone 6	\$560
Zone 7	\$750
Zone 8	\$1,410
Zone 9	\$2,260

- d. Contractor shall invoice for lost or damaged items at Contractor’s purchase cost. Contractor may be required to provide documentation of item cost.
- e. Contractor shall not require the Purchasing Agency to place a deposit on rental items.
- f. Contractor shall waive all credit card fees for orders below \$5,000. Credit card fees for purchases over \$5,000 shall not exceed 3%.
- g. Cancellation 72 hours prior to installation will incur 50% of order cost. If an event is canceled within 72 hours of installation date, 100% of order cost will be invoiced. Any custom project cannot be canceled once confirmed and 100% of invoice will be charged.
- h. The performance of all scheduled equipment rentals is subject to government regulations, civil disorders, disasters, inclement weather, or any events making it illegal or impossible to hold the event for which the rental is for. It is provided that the equipment rental may be

**RFP # DKM-1234, Special Event Equipment Rental
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- terminated without liability including cancellation fees for any one or more of such reasons by written notice from one party to the other.
- i. The performance of all scheduled equipment rentals is subject to government regulations, civil disorders, disasters, inclement weather, or any events making it illegal or impossible to hold the event for which the rental is for. It is provided that the equipment rental may be terminated without liability including cancellation fees for any one or more of such reasons by written notice from one party to the other.
 2. For any purchase, excluding Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by your firm. The contract number must be listed on the quote. No work shall be undertaken by the Contractor until a written purchase order is received. No additional agreements, orders forms, or signatures shall be required.
 3. Purchasing Agency will not incur interest charges on any outstanding invoices.
 4. Parties agree that this Negotiation Summary modifies RFP # DKM-1234 and the Contractor's initial response to RFP # DKM-1234, and in the event of conflict this negotiation summary shall take precedence.
 5. For all James Madison University orders Contractor shall:
 - a. Contractor shall notify Julie Bubb Dove, JMU Facilities Management Administration, 540-568-4103/bubbja@jmu.edu upon receiving any and all JMU rental orders.
 - b. University students shall not be used for labor during delivery or installation.
 - c. Shall provide timely notification that a temporary structure is scheduled to be installed. James Madison University will mark underground utilities in the installation area. Contractor shall be responsible for ensuring that underground utilities are not compromised during the installation of a temporary structure on-campus.
 6. The contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.
 7. Contractor shall provide proper permitting, spec sheets, and material flammability sheets for tents, stages, and inflatables upon request from the University. If requested by the University, Contractor may provide additional site-specific engineering at the pricing listed in 1. B. Labor Rates above.
 8. Contractor agrees that the VHEPC PAC Agreement, dated October 9, 2025, shall be incorporated as a part of this contract.

Attachment A: Skyline Tent Equipment List

**RFP # DKM-1234, Special Event Equipment Rental
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Equipment	Notes:	Price:	Amount of Anchoring if Required*
7ft Solid White Sidewall		\$2.00/lf	N/A
8ft Solid White/ Clear White Sidewall		\$5.00/lf	N/A
10ft Solid White/ Clear White Sidewall		\$8.00/lf	N/A
8' Solid White/ Clear Kedar Track Sidewall		\$10.00/lf	N/A
10' Solid White/ Clear Kedar Track Sidewall		\$15.00/lf	N/A
Tent 10x10 Frame/High Peak	White Top, Hip, 8'	\$250	4 - Water Barrels
Tent 10x20 Frame	White Top, Hip, 8'	\$300	6 - Water Barrels
Tent 10x30 Frame	White Top, Hip, 8'	\$450	8 - Water Barrels
Tent 10x40 Frame	White Top, Hip, 8'	\$600	10 - Water Barrels
Tent 10x50 Frame	White Top, Hip, 8'	\$750	12 Water Barrels
Tent 20x20 Frame/High Peak	White Top, Hip, 8'	\$800	8 - Water Barrels
Tent 20x30 Frame	White Top, Hip, 8'	\$1,200	10 - Water Barrels
Tent 20x40 Frame	White Top, Hip, 8'	\$1,600	12 - Water Barrels
Tent 20x50 Frame	White Top, Hip, 8'	\$2,000	16 - Water Barrels
Tent 20x60 Frame	White Top, Hip, 8'	\$2,400	18 - Water Barrels
Tent 30x30 Frame	White Top, Hip, 8'	\$1,800	12 - Water Barrels
Tent 30x45 Frame	White Top, Hip, 8'	\$2,700	14 - Water Barrels
Tent 30x60 Frame	White Top, Hip, 8'	\$3,600	16 - Water Barrels
Tent 30x75 Frame	White Top, Hip, 8'	\$4,500	18 - Water Barrels
Tent 30x90 Frame	White Top, Hip, 8'	\$5,400	20 - Water Barrels
Tent 40x40 Navitrac	White Top, Hip, 8'	\$3,200	4 - 250lbs Blocks
Tent 40x60 Navitrac	White Top, Hip, 8'	\$4,800	8 - 250lbs Blocks
Tent 40x80 Navitrac	White Top, Hip, 8'	\$6,400	10 - 250lbs Blocks
Tent 40x100 Navitrac	White Top, Hip, 8'	\$8,000	14 - 250lbs Blocks
Tent 40x120 Navitrac	White Top, Hip, 8'	\$9,600	18 - 250lbs Blocks
Tent 40x140 Navitrac	White Top, Hip, 8'	\$11,200	20 - 250lbs Blocks
Tent 40x40 Pole	White Top, Hip, 8'	\$3,200	N/A
Tent 40x60 Pole	White Top, Hip, 8'	\$4,800	N/A
Tent 40x80 Pole	White Top, Hip, 8'	\$6,400	N/A
Tent 40x100 Pole	White Top, Hip, 8'	\$8,000	N/A
Tent 40x120 Pole	White Top, Hip, 8'	\$9,600	N/A
Tent 40x140 Pole	White Top, Hip, 8'	\$11,200	N/A
Tent 40x40 Navitrac	White Top, Hip, 8'	\$3,200	12 - 250lbs Blocks
Tent 40x60 Navitrac	White Top, Hip, 8'	\$4,800	14 - 250lbs Blocks
Tent 40x80 Navitrac	White Top, Hip, 8'	\$6,400	16 - 250lbs Blocks
Tent 40x100 Navitrac	White Top, Hip, 8'	\$8,000	18 - 250lbs Blocks
Tent 40x100 Navitrac	White Top, Hip, 8'	\$9,600	18 - 250lbs Blocks
Tent 50x50 Navitrac	White Top, Hip, 8'	\$6,250	16 - 250lbs Blocks
Tent 50x70 Navitrac	White Top, Hip, 8'	\$8,750	18 - 250lbs Blocks
Tent 50x90 Navitrac	White Top, Hip, 8'	\$11,250	20 - 250lbs Blocks
Tent 50x110 Navitrac	White Top, Hip, 8'	\$13,750	20 - 250lbs Blocks
Tent 60x70 Century Pole	White Top, Hip, 8'	\$8,400	N/A
Tent 60x100 Century Pole	White Top, Hip, 8'	\$12,000	N/A

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Tent 60x120 Century Pole	White Top, Hip, 8'	\$14,400	N/A
Tent 60x130 Century Pole	White Top, Hip, 8'	\$15,600	N/A
Structure 20Mx20M Losberger		\$16,900	Custom Spec. Required
Structure 25Mx25M Losberger		\$26,896	Custom Spec. Required
Structure 30Mx30M Losberger		\$38,416	Custom Spec. Required

TENT ANCHORING:	PER UNIT
250LBS CONCRETE BLOCK	\$75.00
WATER BARRELS	\$75.00
BLOCK COVERS	\$25.00
BARREL COVERS	\$25.00
1800LBS CONCRETE BLOCK	\$250.00
CONCRETE BLOCK COVERS	\$75.00

LIGHTING:	PRICING PER UNIT/STRAND
WHITE ETC	\$50.00 PER UNIT
LED OVERHEAD	\$150.00 PER UNIT
BISTRO	\$175.00 PER STRAND/50FT

STAGE/ DECK/ PLATFORMS:	PER SQUARE FOOT
BILJAX MULTI-STAGE	\$6.00
BILJAX TF-2100	\$8.00
SURLOC SUBFLOOR	\$3.00
DURADECK 4X8	\$90.00 PER SHEET

FLOOR COVERING:	PER SQFT
EVENT TURF	\$2.00 *CUSTOM COLORS*
CARPET	\$3.50 *CUSTOM COLORS*
VINYL	\$5.00 *CUSTOM COLORS*

CLIMATE CONTROL:	PER UNIT
WHITE SIDEPOLE FAN	\$175.00
80BTU HEATER/ TENT HEATER	\$450.00
170BTU HEATER/ TENT HEATER	\$650.00
A/C UNIT	PRICE TBD PER REQUEST

FIRE SAFETY EQUIPMENT:	PER UNIT
NON-LIT EXIT SIGN	\$25.00
ILLUMINATED EXIT SIGN	\$150.00
FIRE EXTINGUISHER	\$50.00
NON-SMOKING SIGN	\$25.00

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 9th day of October 2025, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Skyline Tent Company, (“Vendor”).

TERM

The term of this Agreement shall begin November 15, 2025 to November 14, 2026 with 4 one-year renewal options, and an expected final expiration date of November 14, 2030. This end date coincides with the Primary Agreement’s UCPJMU7325 end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7325 dated October 9th, 2025 (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 31 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
c/o VHEPC
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:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

Lee French
Skyline Tent Company
1327 Carlton Ave.
Charlottesville, VA 22902
Email: lee@skylinetentcompany.com
Fax:

ACCEPTANCE

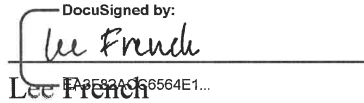
For James Madison University

For Skyline Tent Company



Dylan Morris
Buyer Senior, Procurement Services

10/13/2025
Date

DocuSigned by:

Lee French

Senior Account Manager

10/13/2025
Date

Agreement #: UCPJMU7325-PAC

REQUEST FOR PROPOSAL
RFP# DKM-1234

Issue Date: June 2, 2025
Title: Special Event Equipment Rentals
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 June 2, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

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

All Inquiries For Information And Clarification Should Be Directed To: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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:

Skyline Tent Company

1327 Carlton Ave.

Charlottesville, VA 22902

Date: 7/1/25

Web Address: skylinetentcompany.com

Email: lee@skylinetentcompany.com

By:


(Signature)

Name: Lee French

(Please Print)

Title: Senior Account Manager

Phone: 434-977-8368

Fax #: N/A

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 JLF #2 JLF #3 JLF #4 JLF #5 JLF (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.

1327 CARLTON AVE.
CHARLOTTESVILLE, VIRGINIA 22902
SKYLINETENTCOMPANY.COM
434.977.8368



June 15, 2025

Response to Request for Proposal for #DKM-1234

Attn: Dylan Morris, Buyer Senior
Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Thank you for inviting Skyline Tent Company to continue renew our VASCUPP contract with James Madison University.

All of us at Skyline Tent Company value our relationship, and we are excited to continue working with JMU to provide safe, creative tent installations, and unmatched personal service for every University event.

I. Company Overview

Skyline Tent Company (The Company) is one of the Nation's premier tenting companies whose experience, inventory, customer service and project execution is unparalleled in the industry. The Company specializes in premium tenting, custom level flooring, event lighting, infrastructure and site design. In reviewing the Company's response to proposal, the breadth of our inventory, the scope of our services, client references, and installation execution should be considered.

The Company was incorporated in 2004 and has since supplied some of the area's most prestigious universities, including: The University of Richmond, The University of Virginia, Roanoke College, George Mason University, James Madison University, Longwood University and Randolph-Macon College. Our work with these institutions covers both day-to-day tenting needs and high-profile events. We have provided tenting for inaugurations, building dedications, capital campaigns, donor events, and speakers. The size and scope of these institutions varies, but to exemplify:

The dedication of the New South Lawn at the University of Virginia offered a set of challenges, including installation on a pedestrian bridge with limited access. The Company provided concepts, offered anchoring solutions, adhered to a very rigorous install timeline all to create a turnkey event that allowed the University to host over 400 of its top donors.

The Company's portfolio includes high profile social events, corporate events, and institutional installations. We are an approved vendor on the National Mall, working in conjunction with the National Park Service. We are the tenting provider for Thomas Jefferson's Monticello, where we provide services for the country's largest naturalization ceremony, several significant donor events, and their evening conversation series which hosts high-profile speakers, among them former President George H.W. Bush.

The Company has worked with several national campaigns which grants us expertise in the inner workings of political campaign tenting, including working with the Secret Service. We have tented the Rockefeller mansion for Senator and Mrs. Rockefeller who hosted a private donor event in which President Obama was in attendance.

The Company has supplied goods and services for Barack Obama in 2008, 2012, and more recently. We supported Mitt Romney's campaign with tenting, staging and draping. Hilary Clinton's 2012 run utilized The Company in multiple states. Our security clearance has allowed us to tent for the Department of Defense in Virginia and California and have clearance to work at the National Sculpture Garden and the White House.

The Company regularly provides technical tenting solutions for complex locations nationwide. In May 2021, the Company executed the overnight installation of 83,000 square feet of drive-on protective flooring to cover the University of Richmond's Robins Stadium football field for 2021 Commencement. This project required overnight installation and was executed within 12 hours of site access.

For the past 22 years, The Company has built an award-winning reputation as the leading provider for specialty tenting and large flooring projects throughout the Southeast and beyond. The Company offers extensive inventory of Navitrac, Century, Losberger structures, Sailcloth tents, frame tents, custom lighting, and the largest inventory of Biljax TF2100 engineered flooring in the special events industry.

II. Response to Statement of Needs

1. Company Qualifications & Experience

The Company has managed event infrastructure for events ranging from 100 to 5,000 attendees. Our team has deep experience in university commencements, inaugural dedications and high-security functions including the 2016 Vice Presidential Debate at Longwood University, the 2018 Presidential Inauguration in Washington DC. And the last (2) State Dinners on the South Lawn of the White House.

2. Consultation & Guidance

The Company's sales philosophy centers around personal relationships between the client and the company. All major accounts receive a dedicated Account Manager as the primary point of contact and all equipment requests should run through the primary Account Manager. Our event consultants provide scale drawing, walkthroughs, and custom solutions that reflect both the function and aesthetic of each event. We ensure all equipment is site-appropriate and aligned with fire code compliance.

Our approach is to let the client decide how involved they would like to be. We are masters at our craft and have no problem leading the charge on any aspect of event production and execution, but we are also happy to take a backseat to our clients and just act as a sounding board/equipment provider, if that is the role that our client wants us to assume. We are not aggressive, high-pressure sales people and our operations staff is second to none, we are our clients partners and work with them as if they are members of our own team.

Our mission is to inspire, enhance, and elevate the human need to gather. Our values are ambition, integrity, intellectual curiosity, collaboration, mutual respect, and accountability.

3. Site Visits & Recommendations

The Company offers no-cost site visits to assess terrain, access, and load-bearing needs. This consultation ensures efficient layout, safe installation and the best equipment recommendations for the space and event goals.

4. Turnaround Time for Unanticipated Events

Given our proximity and staffing model, The Company can respond to urgent requests in 2–24 hours. Our operations team is on call to pivot rapidly to meet JMU's last-minute needs. During Covid, The Company installed and managed long-term infrastructure for testing and vaccinating centers for businesses, government agencies and Universities throughout the state of Virginia. Notably, our project at the University of Richmond, which required the football field in Robins Stadium to be floored for Commencement Exercises in accordance social distancing which required overnight installation and executed within 12 hours of site access. Additional delivery/ labor may apply. Equipment substitutions may be required. Equipment pricing valid up to (10) days prior to event to allow adequate logistics and pre-planning. Additional charges may apply for expediated execution for last minute requests and will be considered on a per event basis. The Company pledges to be fair, reasonable, and transparent. Change order contracts will be provided for approval prior to any changes.

5. Key Personnel

Dave O'Leary - With over 20 years of experience in event management, Dave has had an active role in planning and executing thousands of events throughout the United States including Chelsea Clinton's wedding, New England Patriot's Superbowl ring ceremonies, Aspen Food & Wine Festival and The Winter X-Games at Buttermilk in Aspen, Colorado.

Pierce Woodsmall – A graduate of Virginia Commonwealth University, Pierce has served The Company for over 12 years. Pierce has extensive experience in rapid infrastructure deployment. During the Covid-19 pandemic, he served The Company in New York City, advising on the construction of temporary hospitals and testing centers. He is one of the top professionals in the tenting industry, serving nationally recognized event planners worldwide.

Lee French - A graduate of Longwood University with over 14 years with The Company, Lee is the primary account manager for the University of Richmond, the University of Virginia and the Virginia Military Institute. Lee has many years of experience executing institutional special events, equipment installation, project management, permitting and safety compliance.

Wilson Brown – An alumni of James Madison University with 7 years at The Company. Wilson has a high level of experience with every aspect of the company from managing crews in the field to tent/ building permit procurement to corporate financial management to complex project execution. Most recently in June 2025, he oversaw a multi-week installation in Aspen, Colorado.

Miles Hingeley – Brings 30 years of experience in the special events industry. He co-founded Skyline Tent Company with his brothers in 2004.

6. Equipment Warranty

All tenting and structural components are maintained to engineering standards and pass routine inspections. Certifications (e.g., flame resistance, load ratings) are available upon request.

7. Cancellation/ Rescheduling Policy

The Company requires 50% of equipment cost to be remitted upon cancellation of event outside of 72 hours. If an event is cancelled within 72 hours of installation date, 100% of equipment cost will be invoiced. Any custom projects cannot be cancelled once confirmed and 100% of invoice will be charged. Deposits are non-refundable and non-transferable.

In the event of war, flood, terrorist activity, untimely death, natural disaster etc., The Company agrees to reschedule any non-refundable deposit to another future date. The Company will transfer all equipment for the reserved event to another date in the future with no penalty, offset, or additional charges added as a result of the date change. The Company reserves the right to determine which dates in the future certain equipment will be available and in doing so pledges to be fair, reasonable, and transparent.

8. Invoice Procedures/ Pricing

The process to confirm a contract with The Company: upon receipt of equipment/ service request, a preliminary proposal will be provided with a 15 day pricing guarantee. A contract signature with Purchase Order issued for a 50% non-refundable/ non-transferable deposit is required to confirm equipment list. All pricing based on Single Event Rental. Multi-day event rentals shall be discounted 50% per consecutive day. Pricing exclusions apply to any subcontracted work. Including but not limited to: Commercial Class A Tractor Trailer Trucking, Timed deliveries/ after-hours/ overnight work, heavy equipment rentals, waste management.

Any contract updates or revisions will be requested and communicated to The Company by JMU events representative through the designated primary Account Manager. Contract revisions will be recorded and confirmed with issuance of updated contracts by The Company.

Final invoices will be issued within 10 business days pre-installation and are payable Net 30. Inside 10 days. Sample invoice attached (Attachment C).

9. Annual VASCUPP Sales

Total Twelve Month Spend: 6/27/25	
University of Virginia	\$154,360.85
Virginia Military Institute	\$5,102.00

III. Response to Section A – On Demand Event Equipment Rental

1. General Capabilities

Skyline provides scalable services for everything from single tent installs to multi-zone deployments. Our process includes onsite consultation, scale drawings, permitting, installation, maintenance, and teardown.

2. Equipment Inventory/ Services

We maintain over 750,000 square feet of engineered tenting, including:

- Losberger Structures
- Navitrac Clearspan Frame Tents
- Sailcloth and Century Pole Tents
- Whisperwatt Generators
- Staging/ Flooring
- Production Management
- Venue Consulting
- Permit Procurement
- Site plans and finished installation photos can be found in Attachment Y: Equipment Portfolio & Photos.

3. Minimum Orders & Delivery

- Minimum order: \$2,500
- Delivery and zone-based pricing provided in Attachment D

IV. Response to Section B – Large-Scale Event Support

1. Execution Plan

For commencements and high-volume events, we assign a senior project manager and a dedicated project manager to coordinate all logistics with JMU stakeholders, ensuring weather contingencies and backup inventory.

2. Scalability & Reliability

Our inventory allows for simultaneous multi-location setups. All deliveries are mapped with scale drawings and logged by site coordinators. Changes and equipment additions are a common and expected part of the project execution process. Sales representatives and project managers will work directly with University clients to meet expectations with creative and effective solutions. The company recommends contingency contracts to be in place to manage weather related events. Last-minute schedule changes are subject to equipment availability.

3. Equipment & Literature

- Frame Tents for 10' to 50' wide. Engineered structures from 12 to 40 meters wide (no internal poles).
- Pole Tents from 40'to 80'
- The largest inventory of Biljax TF2100 engineered flooring in the special events industry.
- Sidewall/ Glass Enclosures/ Doors, Heating, Power Generation, Custom Flooring, Staging, Lighting, Fire Safety Equipment
- Engineering reports are available upon request. Site specific engineering is a service that we offer. Cost estimations will be provided and are based on scope of work.
- Gallery: <https://skylinetentcompany.com/gallery/>, (Attachment F).

4. Cancellation Requirements & Associated Costs

Our 24/7 response team manages weather, equipment failures, or transportation delays with backup units and additional crews on standby. Final setup is always completed as close to the event time as permissible. Skyline Tent Company requires 50% of Equipment cost to be remitted upon cancellation of event outside of 72 hours. If an event is cancelled within 72 hours of installation date, 100% of Equipment cost will be invoiced. Any custom projects are not able to be cancelled once confirmed and 100% of invoice will be charged. Minimum order is \$2,500.

5. Customer Service

JMU can expect the highest level of customer service from The Company. Every event large and small begins with onsite consultation, detailed drawings with measurements for event-specific tenting solutions.

Our sales reps are very hands-on. They are not only available to you and your staff during business hours but will make themselves available during sizeable installs and while your event is happening.

Conservative planning ensures on-time deliveries. Install typically takes place 1-3 days prior to the event with removal 1-2 days afterwards. For large scale events with multiple vendor teams, a Vendor Ready date is established in advance to ensure everyone has the time that they need to prepare accordingly. Additions/changes are to be expected. Rain Plan contracts are recommended to ensure that weather-related equipment is being held for the exclusive use of an event. The call time to confirm Rain Plan equipment is (3) days prior to the event. Change order contracts will be provided for approval prior to any changes.

Timed installations and strikes are a service that we offer and your sales representative will be able to advise you on realistic timelines for project completion. The company specializes in short timelines. In 2020, Skyline Tent Company implemented a campus-wide Covid-19 Tent Project at the University of Richmond providing custom tenting solutions for (13) locations executed within (1) month of request with all locations operational by 8/14/21. Tent locations were complex and technical, including installation over fountain globe at the Carole Weinstein International Center Courtyard and elevated installations over Westhampton College and Richmond College Tyler Hayes Commons Patios.

We value mutual respect, teamwork, integrity, and cultivating a work environment that centers on improving the lives of our employees, our customers, and our community. Our team of passionate, dedicated, and creative individuals strive to cultivate cherished memories through our work. We have a keen eye for vision and aesthetics and are continually evolving to grow our rental offerings.

V. Attachments

- Attachment A: Offeror Data Sheet
- Attachment B: SWaM Utilization Plan
- Attachment C: Sample + Example Invoice
- Attachment D: Zone Map with Delivery Pricing
- Attachment E: Event Pricing and Requirements
- Attachment F: Equipment Portfolio & Photos
- Attachment G: Rental Terms & Conditions

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 14 Months _____

- 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 #
Randolph Macon College	10 Years	114 College Ave. Ashland, VA 23005	Beth King/804.752.3156
Longwood University	3 Years	201 High St. Farmville, VA	Nicole Perkins/434-395-2671
University of Richmond	14 Years	28 Westhampton Way, Richmond VA	Liz McCann/(804) 289-8807
Thomas Jefferson's Monticello	14 Years	931 Thomas Jefferson Pkwy. Charlottesville, VA	Megan Howerton/202.437.7317
Virginia Commonwealth University	1 Year	Richmond, VA 23284	Anita Yearwood/804-828-8497

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

Skyline Tent Company 1327 Carlton Ave. Charlottesville, VA 22902

Kathryn Kieffer

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

YES NO

IF YES, EXPLAIN: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

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

Offeror Name: Skyline Tent Company Preparer Name: Kathryn Kieffer

Date: 07/19/2018

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

If yes, certification number: 721903 Certification date: 05-26-2016

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: #JGM-998

Date Form

Completed 07/19/2018

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

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)	(t
The AV Company	JF Legault 434.977.8288	658214	Lighting and Décor	n/a	n/

Offeror / Proposer:

Skyline Tent Company

1327 Carlton Ave. Charlottesville, VA 22902

Kathryn Kieffer/434.977.8368

Firm

Address

Contact Person/No.

(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 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.

21 Years
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 #
--------	-------------------	---------	------------------------

University of Richmond - 28 Westhampton Way, 5304 Harper's Rd McKenny, VA – Sam Lloyd, former Assistant Director Support Services.			
--	--	--	--

University of Virginia Athletics- Bryant Hall at Scott Stadium Charlottesville, VA– Carter Olander, Director of Operations, Cross Country/Track & Field			
---	--	--	--

The AV Company - 1205 Five Springs Rd, Charlottesville, VA 22902 – JF Legault, Audio Visual Production Owner & President			
--	--	--	--

Calder Clark Design - 311 Venning St, Mt Pleasant, SC 29464 – Calder Clark, Event Planner Owner & President			
---	--	--	--

Emerald Expositions Events Inc. - 31910 Del Obispo St.#200, San Juan Capistrano, CA – Chelsea Estep, Overland Expo Operations Coordinator			
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Lee French, Wilson Brown, Kelly Croonquist, Pierce Woodsmall, Dave O'Leary, Miles Hingeley, Tom Whitaker, Clinton Pritchard			
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Skyline Tent Company			
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1327 Carlton Ave			
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Charlottesville, VA 22902			
---------------------------	--	--	--

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

ATTACHMENT B

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

Offeror Name: Skyline Tent Company Preparer Name: Lee French

Date: 6/12/2025

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: #DKM-1234

Date Form Completed: 6/12/2025

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority
Owned Businesses for Offeror / Proposer:

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
The AV Company	JF Legault 434.977.8288	658214	Lighting and Décor	n/a	n/a

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**JAMES MADISON
UNIVERSITY.**

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

AS OF 6/27/25

SAMPLE INVOICE



1327 Carlton Ave • Charlottesville, VA 22902 • (434) 977-8368 • FAX (434) 977-8369 • info@skylinetentcompany.com

Today's Date: 6/27/25
Contract #:
Client:

Event Location: James Madison University
Harrisonburg, VA

Event Date: Fri. Aug. 01, 2025

Event Start:

Event End:

Event Type:

Guest Count:

Site Contact/Phone:

Sales Contact: Lee French 434-806-8207

Phone:
Phone:
E-mail:
E-mail:

Qty		Cost to add:	Price
1	Tenting/ Equipment 40x60x8' Navitrac Frame Tent w/ White Tops		4,800.00
<p>Notes: Client responsible for marking any private underground utilities prior to installation. Client assumes total responsibility for any and all damage to private underground utility lines or other equipment in the event of incorrect or absent utility markings.</p> <p>INSTALL DATE:</p> <p>STRIKE DATE:</p> <p>3% Credit Card Processing Fee</p>			

Non-refundable deposit required to reserve the tent:	\$ 3,280.00	Contract Amount:	\$ 4,800.00
To guarantee pricing deposit must be received by:	7/12/25	VA Sales Tax:	\$ -
Payment in full due 10 days before event date:	7/22/25	Local Rental Tax:	\$ -
		Delivery:	\$ 800.00
		Install Labor:	\$ 960.00
		Total:	\$ 6,560.00
		Deposit Received:	\$ -
		Balance:	\$ 6,560.00

Contract and terms and conditions attached below accepted by:

Name: _____

By: _____ Date: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)
List of member institutions by zones

Zone 1

George Mason University (Fairfax) **Zone 4**
University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

Christopher Newport University (Newport News)
College of William and Mary (Williamsburg) Norfolk
State University (Norfolk)
Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington) Virginia Tech
(Blacksburg)
Radford University (Radford)

Zone 3

University of Virginia (Charlottesville) **Zone 6**
Virginia Commonwealth University (Richmond)
Virginia State University (Petersburg)

Zone 9

University of Virginia - Wise (Wise)

Attachment E: Event Pricing and Requirements

SKYLINE TENT COMPANY: PRICE LIST 2026

Equipment:	Notes:		Price:	Amount of Anchoring if Required*
7ft Solid White Sidewall			2.00/lf	N/A
8ft Solid White/ Clear White Sidewall			5.00/lf	N/A
10ft Solid White/ Clear White Sidewall			8.00/lf	N/A
8' Solid White/ Clear Kedar Track Sidewall			10.00/lf	N/A
10' Solid White/ Clear Kedar Track Sidewall			15.00/lf	N/A
Tent 10x10 Frame/High Peak	White Top, Hip, 8'		250.00	4 - WATER BARRELS
Tent 10x20 Frame	White Top, Hip, 8'		300.00	6 - WATER BARRELS
Tent 10x30 Frame	White Top, Hip, 8'		450.00	8 - WATER BARRELS
Tent 10x40 Frame	White Top, Hip, 8'		600.00	10 - WATER BARRELS
Tent 10x50 Frame	White Top, Hip, 8'		750.00	12 - WATER BARRELS
Tent 20x20 Frame/High Peak	White Top, Hip, 8'		800.00	8 - WATER BARRELS
Tent 20x30 Frame	White Top, Hip, 8'		1,200.00	10 - WATER BARRELS
Tent 20x40 Frame	White Top, Hip, 8'		1,600.00	12 - WATER BARRELS
Tent 20x50 Frame	White Top, Hip, 8'		2,000.00	16 - WATER BARRELS
Tent 20x60 Frame	White Top, Hip, 8'		2,400.00	18 - WATER BARRELS
Tent 30x30 Frame	White Top, Hip, 8'		1,800.00	12 - WATER BARRELS
Tent 30x45 Frame	White Top, Hip, 8'		2,700.00	14 - WATER BARRELS
Tent 30x60 Frame	White Top, Hip, 8'		3,600.00	16 - WATER BARRELS
Tent 30x75 Frame	White Top, Hip, 8'		4,500.00	18 - WATER BARRELS
Tent 30x90 Frame	White Top, Hip, 8'		5,400.00	20 - WATER BARRELS
Tent 40x40 Navitrac	White Top, Hip, 8'		3,200.00	4 - 250LBS BLOCKS
Tent 40x60 Navitrac	White Top, Hip, 8'		4,800.00	8 - 250LBS BLOCKS
Tent 40x80 Navitrac	White Top, Hip, 8'		6,400.00	10 - 250LBS BLOCKS
Tent 40x100 Navitrac	White Top, Hip, 8'		8,000.00	14 - 250LBS BLOCKS
Tent 40x120 Navitrac	White Top, Hip, 8'		9,600.00	18 - 250LBS BLOCKS
Tent 40x140 Navitrac	White Top, Hip, 8'		11,200.00	20 - 250LBS BLOCKS
Tent 40x40 Pole	White Top, Hip, 8'		3,200.00	N/A
Tent 40x60 Pole	White Top, Hip, 8'		4,800.00	N/A
Tent 40x80 Pole	White Top, Hip, 8'		6,400.00	N/A
Tent 40x100 Pole	White Top, Hip, 8'		8,000.00	N/A
Tent 40x120 Pole	White Top, Hip, 8'		9,600.00	N/A
Tent 40x140 Pole	White Top, Hip, 8'		11,200.00	N/A
Tent 40x40 Navitrac	White Top, Hip, 8'		3,200.00	12 - 250LBS BLOCKS
Tent 40x60 Navitrac	White Top, Hip, 8'		4,800.00	14 - 250LBS BLOCKS
Tent 40x80 Navitrac	White Top, Hip, 8'		6,400.00	16 - 250LBS BLOCKS
Tent 40x100 Navitrac	White Top, Hip, 8'		8,000.00	18 - 250LBS BLOCKS
Tent 40x100 Navitrac	White Top, Hip, 8'		9,600.00	18 - 250LBS BLOCKS
Tent 50x50 Navitrac	White Top, Hip, 8'		6,250.00	16 - 250LBS BLOCKS
Tent 50x70 Navitrac	White Top, Hip, 8'		8,750.00	18 - 250LBS BLOCKS
Tent 50x90 Navitrac	White Top, Hip, 8'		11,250.00	20 - 250LBS BLOCKS
Tent 50x110 Navitrac	White Top, Hip, 8'		13,750.00	20 - 250LBS BLOCKS
Tent 60x70 Century Pole	White Top, Hip, 8'		8,400.00	N/A
Tent 60x100 Century Pole	White Top, Hip, 8'		12,000.00	N/A
Tent 60x120 Century Pole	White Top, Hip, 8'		14,400.00	N/A
Tent 60x130 Century Pole	White Top, Hip, 8'		15,600.00	N/A
Fire Safety Package <Daytime Event>			600.00	
Fire Safety Package <Evening Event>			800.00	

*Anchoring counts approximations for planning purposes only. +/- weights may be required based on site conditions.

TENT ANCHORING:	PER UNIT
250LBS CONCRETE BLOCK	\$75.00
BLOCK COVERS	\$25.00
WATER BARRELS	\$50.00
BARREL COVERS	\$25.00
1,800LBS CONCRETE BLOCK	\$250.00
CONCRETE BLOCK COVERS	\$75.00

LIGHTING:	PRICING PER UNIT/STRAND	
WHITE ETC	\$50.00	PER UNIT
LED OVERHEAD	\$150.00	PER UNIT
BISTRO	\$175.00	PER STRAND/50FT

STAGE PLATFORMS:	PER SQUARE FOOT
4'X4' DECK	\$6.00
2'X4' DECK	\$5.00

FLOORING OPTIONS:	PER SQUARE FOOT
BILJAX MULTI-STAGE	\$6.00
BILJAX TF-2100	\$8.00
SURLOC SUBFLOOR	\$3.00
DURADECK 4X8	90.00 PER SHEET

FLOOR COVERING:	PER SQFT	
EVENT TURF	\$2.00	*CUSTOM COLORS*
CARPET	\$3.50	*CUSTOM COLORS*
VINYL	\$5.00	*CUSTOM COLORS*

CLIMATE CONTROL:	PER UNIT
WHITE SIDEPole FAN	\$175.00
80BTU HEATER/ TENT HEATER	\$450.00
170BTU HEATER/ TENT HEATER	\$650.00
A/C UNIT	PRICE TBD PER REQUEST

DELIVERY FOR ATTACHMENT D	
Zone 1	\$1,500 per truck
Zone 2	\$800.00 per truck
Zone 3	\$800.00 per truck
Zone 4	\$1,500.00 per truck
Zone 5	\$2,000.00 per truck
Zone 6	\$1,200.00 per truck
Zone 7	\$1,200 per truck
Zone 8	\$1,500.00 per truck
Zone 9	\$2,000 per truck
Charlottesville	\$500.00 per truck

Notes:

All pricing based on single event rental.
Multi-day event rentals shall be discounted 50% per consecutive day.
Contract pricing will increase by annually 2.7% in accordance with the "other services" category of the CPI-W.

Delivery Exclusions:

Commercial Class A Tractor Trailer Trucking
Timed deliveries/ after-hours/ overnight work.

INSTALLATION LABOR AND OTHER ANCILLARY CHARGES	
Installation/Strike Labor	25% contract total
On-Site Event Attendant	\$135/hour with four hour minimum
Tent Permit (Daytime)	\$600.00
Tent Permit (PM Event)	\$900.00
Drawing/ Site Plan Services	\$125/hour with four hour minimum
Per Diem/Hotel	\$200/day per Install Crew Member
Project Management Labor	\$300/hour with four hour minimum

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Skyline Tent Company, a Virginia corporation (hereinafter, "STC," "Lessor," "we," "us" and "our") agree as follows:

1 Definitions: As used herein, "P.1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Items" means the items rented to you, as identified on P.1 (including any "Instructions" referenced in § 5 below); "§" means a numbered Section of this Contract; and "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1.

2 Rental: You agree to rent the Rented Item(s) from STC for the period(s) specified on P.1 (the "Term"), and to pay our stated Rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by STC in the return condition required under § 7. Unless otherwise specifically agreed by STC, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. Additional charges will be due for misuse and abuse. The Rent will not be reduced for weather events, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay STC: (i) any deposit specified on P.1 (the "deposit") and the remainder of the Estimated Rent prior to delivery (the "Prepayment"); and (ii) all additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all deposits are NON-REFUNDABLE (as reasonable estimates of our costs associated with your cancellation or breach, or "liquidated damages," and not as a penalty). Anything remaining with, in or on any Rented Item(s) upon return to us will be deemed abandoned.

3 Ownership: Except with respect to Items STC rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), STC alone owns and will retain title to all Rented Items. Your only right with respect to the Rented Item(s) (including Re-Rented Items) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item. You SHALL NOT loan, transfer, sublet or assign any Item(s) or this Contract without STC's prior written consent (in our sole discretion). STC may sell and/or assign all or any part of its interests in the Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any liabilities or obligations of STC.

4 Delivery/Use Location: You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any services (including delivery, installation, retrieval, permit procurement and/or monitoring), you will: (a) pay our stated charge(s) for the same and for all related travel, room and board; (b) be present (or ensure your representative is present) at the Site at the agreed delivery and retrieval time(s); and (c) ensure our representatives have full access to the Site at all times. STC will not be responsible for any impairment(s) or delay(s) caused by other parties, including any governmental, licensing and/or permitting authorities as well as providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless STC. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of STC's representatives regarding the same (including the status, location(s), condition, quality, freedom from defects and quantities of the Rented Item(s) and the Site). For the avoidance of doubt, WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING ANY INSPECTION, LICENSE OR PERMIT THAT MAY BE REQUIRED IN CONNECTION WITH YOUR RENTAL (INCLUDING WITHOUT LIMITATION, BUILDING, FIRE AND/OR SAFETY PERMITS), SOME OR ALL OF WHICH MAY BE UNAVAILABLE, AND YOU WAIVE ALL RIGHTS, CLAIMS AND DAMAGES AGAINST US WITH RESPECT THERETO.

5 Instructions and Warnings: Upon your receipt of the Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item; (i) is complete, in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by STC), examined and tested by you or your agent(s); and (b) you; (i) have received, read and understand all training, instructions, user manuals, maintenance requirements, and other information, if any (including without limitation, all applicable EPA, OSHA, NFPA, IFC, IBC, ASSE, ASME, IEEE and ANSI Standards) pertaining to such Item(s) ("Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will timely give all required notice(s), and unless otherwise agreed in writing by STC, obtain all necessary licenses, authorizations and approvals (including without limitation, the approval(s) of all governmental authorities as well as the owner(s) of the Site); (v) will ensure all private underground lines, utilities and cables are clearly and properly marked prior to commencement of the Term; (vi) will immediately cease using and evacuate any Item that malfunctions or proves defective (a "Malfunction"); (vii) will create and post in a conspicuous place an OSHA-COMPLIANT EVACUATION PLAN for all rented Temporary Structures; and (viii) will ensure all users and occupants of the Item(s) comply herewith at all times.

6 Safe Use: At all times during the Term, you will ensure that: (a) each Rented Item is used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) in full compliance with the "Instructions" identified in § 5, as well as all applicable laws, rules, regulations and ordinances; and (b) ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES. You will not, nor will you permit anyone else to: (A) use open flames in, under or near any Temporary Structure; (B) abuse, misuse, overuse, conceal, disassemble, modify, damage or destroy any Rented Item; (C) violate any applicable law, rule, regulation, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item without the prior written consent of STC.

7 Protection and Care: You agree to: (a) protect all Rented Item(s) at all times; (b) keep them safely and securely stored and locked when not in use; and (c) surrender them to STC on time, clean and in good order, condition and repair. If you fail to comply with this § 7, then in addition to your other obligations arising under this Contract, you agree to pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) are returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure, including cleaning, servicing, repairing and/or replacing the subject Rented Item(s).

8 Malfunctions: In the event of a Malfunction as defined in § 5, you will immediately cease using and evacuate the Malfunctioning Item and notify STC. Provided the Malfunction did not result from the wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use, occupy or otherwise deal with such Item(s), we will, at our option: (a) repair such Item; (b) provide you with a comparable item; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligations regarding Malfunctions, all of which you waive, together with all associated incidental and consequential, damages.

9 WARNING: TENTS, FLOORS AND OTHER "TEMPORARY STRUCTURES" AND ELECTRONIC EQUIPMENT CAN BE DANGEROUS AND MAY MOVE, SHIFT, FLAP, TIP, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens YOU SHALL immediately: (a) DISCONTINUE USING AND EVACUATE such Item(s); (b) notify us of the same immediately; (c) take appropriate steps to: (i) ensure the safety of all users and occupants; and (ii) protect all Rented Items; and (d) permit STC, in its sole discretion, to POSTPONE DELIVERY and/or INSTALLATION OF, and/or DISMANTLE, STORE and/or RETRIEVE any such Item(s) (without obligating us to do so).

10 NO WARRANTIES: STC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER STC NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY STC OR ANY TPO, NOR DOES STC OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES.

11 INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, DAMAGE TO LAWNS, GARDENS, PATIOS, PAVED AREAS AND FLORA, AND ALL OTHER LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, STC AND EACH TPO, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, employees, insurers, subrogees, representatives, successors and assigns (collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with your breach of this Contract; and (C) waive all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, special, exemplary and punitive damages, against each Indemnitee.

12 Defaults: Your duties hereunder are unconditional. If you: (a) fail to fully and timely pay or perform your obligations under, or otherwise fail to fully and timely comply with, this Contract; (b) provide any incorrect or misleading information to STC; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed, you will be in default under this Contract, whereupon, we may, with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock and/or disable any Rented Item(s) without being guilty of trespass or liable for personal injuries or property damage (for which you will indemnify, defend and hold harmless STC, its employees and agents); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s); (vi) recover from you our associated damages, losses, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available in connection therewith, all of which shall be cumulative.

13 Interpretation: This Contract, together with any addenda we provide (including without limitation, our "Standard Terms and Conditions"), each of which is incorporated herein, represent the entire agreement between you and STC, superseding all other agreements and representations, including without limitation, our website and advertising. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and in full force and effect. This Contract cannot be further amended or extended except in a writing signed by STC. You grant to STC and each TPO a perpetual, paid-up, royalty-free license to create, edit, distribute, display and copy audio and visual representations which include any of the Item(s). You authorize STC to submit all amounts coming due under this Contract (including without limitation, interchange and other card-related fees, to the extent permitted under applicable law) to any debit or credit card(s) you provide. If any legal action is commenced in connection with this Contract, STC will be entitled to recover its costs and expenses associated therewith (including its attorneys' fees and expenses) from you if STC prevails. Time is of the essence. STC may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding STC's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay STC the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us hereunder. These Terms and Conditions apply to all Rented Item(s) identified on P.1 and to all other Items you obtain from us at any time (except only as we otherwise agree). You agree to pay all taxes, fines, fees, tolls, duties, assessments and other charges related to each Item. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have.

14 Miscellaneous: You acknowledge that: (a) this Contract: (i) is fair and reasonable; and (ii) shall be interpreted under the laws of the State of Virginia; and (b) proper venue for all associated civil proceedings shall lie solely in the federal and state courts located in or nearest to Charlottesville, VA (unless waived by STC). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials of Lessee and all apparent agents of Lessee (including without limitation, family members, event planners, administrative assistants, household workers and other employees and contractors) appearing on this Contract and/or any addenda will be deemed valid and original, and will be enforceable as if signed by Lessee.

LESSEE ACKNOWLEDGES THAT A COPY OF THESE TERMS AND CONDITIONS PRINTED IN AT LEAST 10-POINT FONT HAS BEEN PROVIDED TO LESSEE

Attachment F: Equipment Portfolio & Photos



2020 PRESIDENTIAL DEBATE
BELMONT UNIVERSITY

Wash your hands.
Keep your distance.
Wear a mask.

HCA

DEBATE



2020 PRESIDENTIAL DEBATE
BELMONT UNIVERSITY

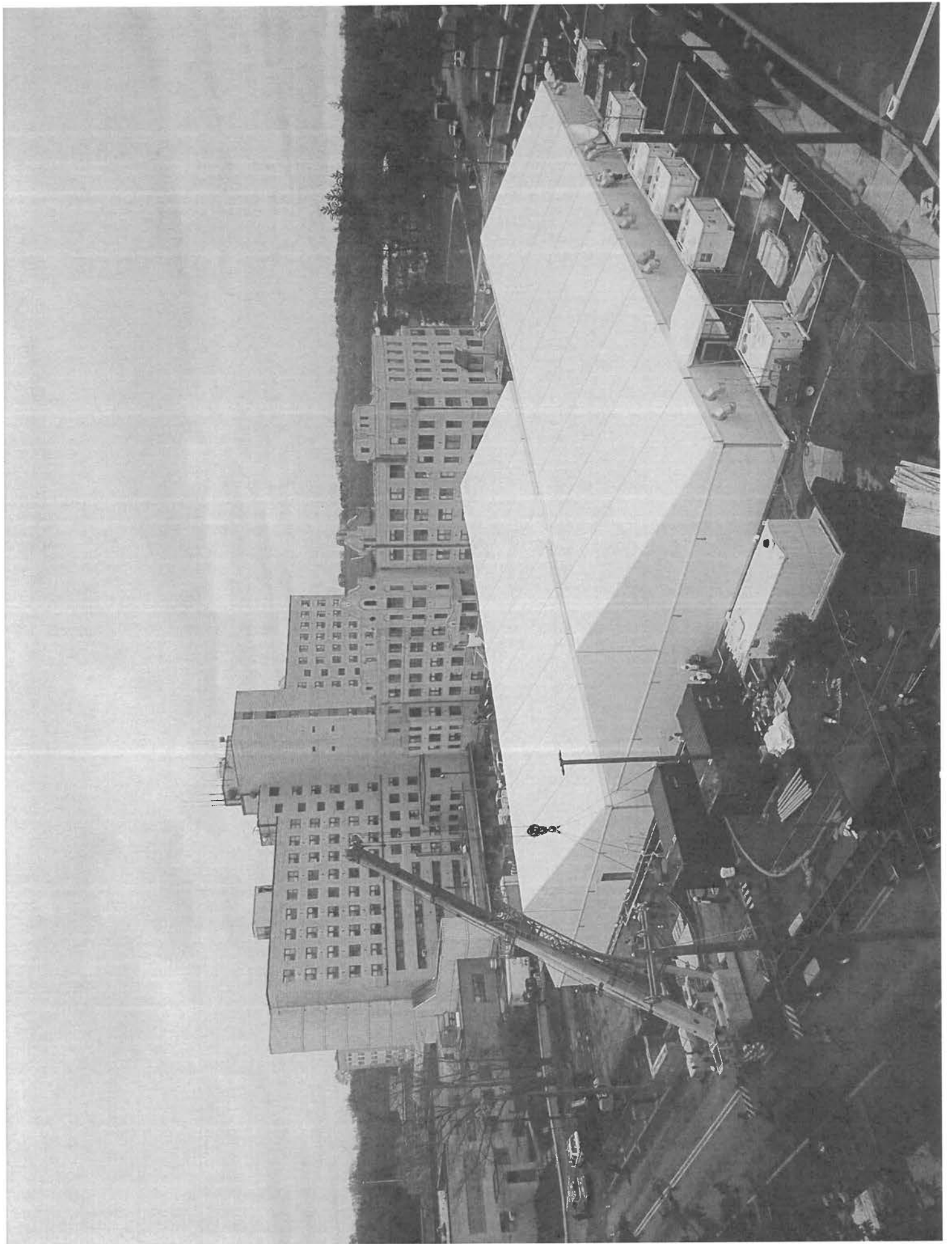
Wash your hands.
Keep your distance.
Wear a mask.

HCA

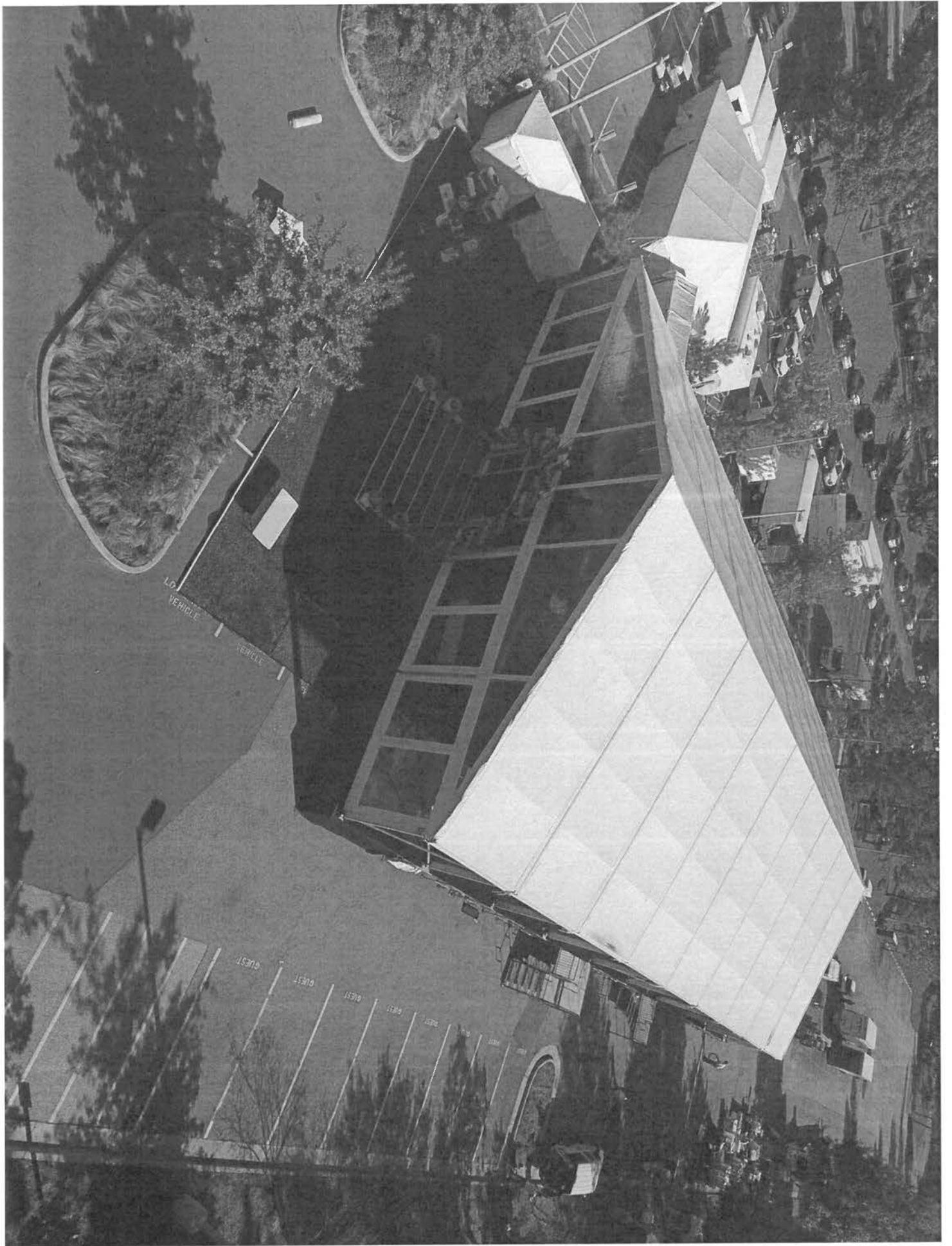
DEBATE

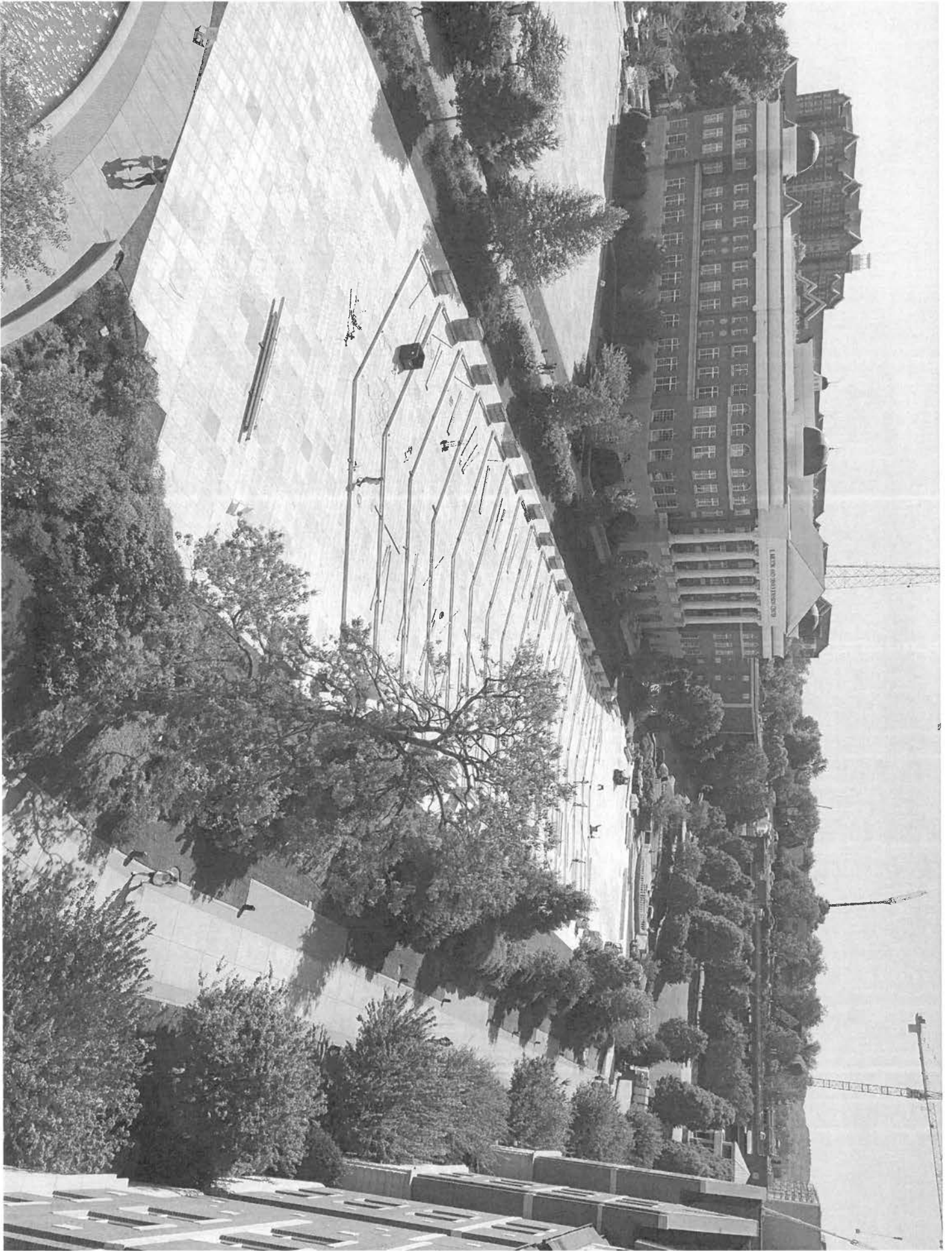


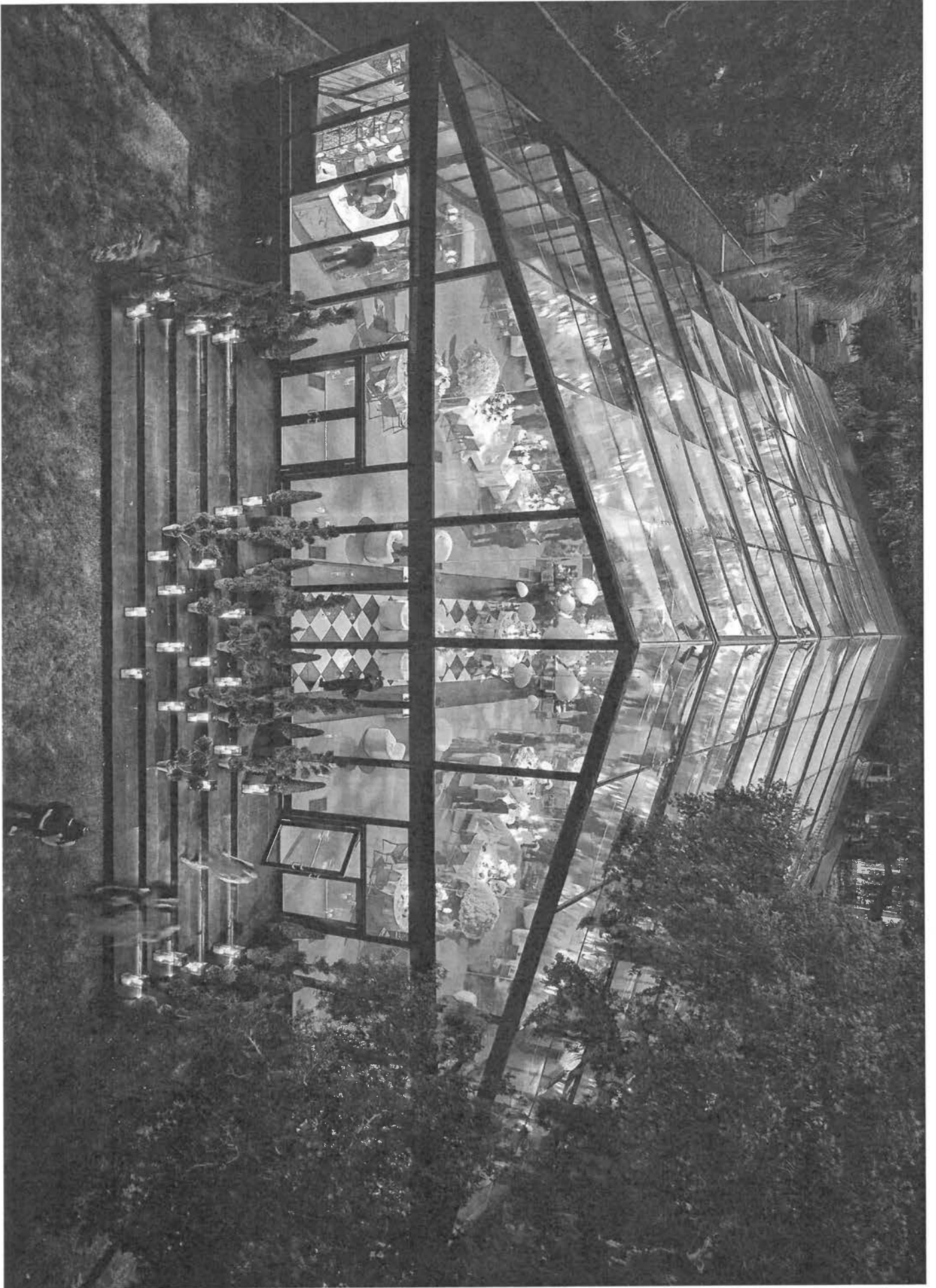




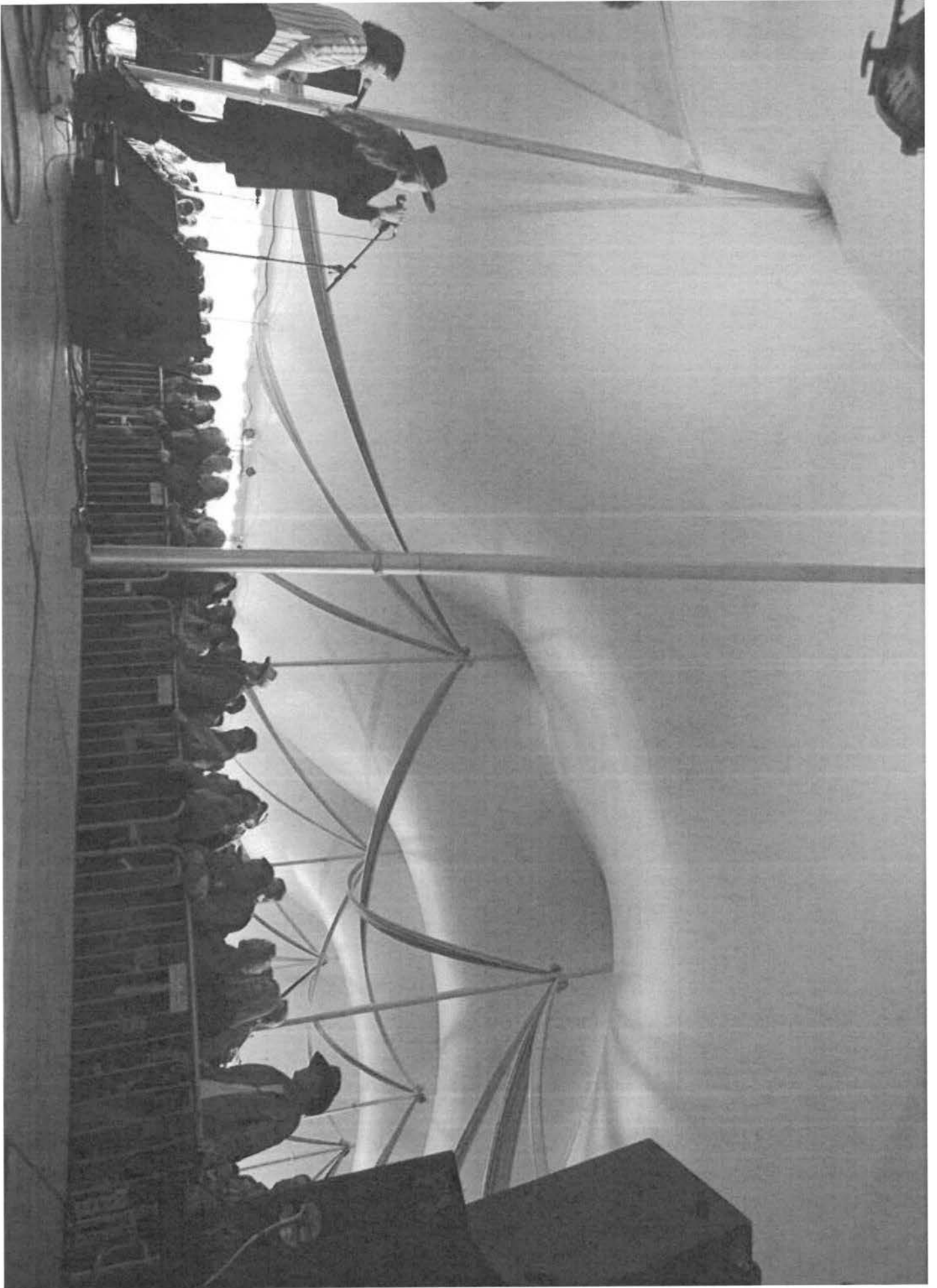


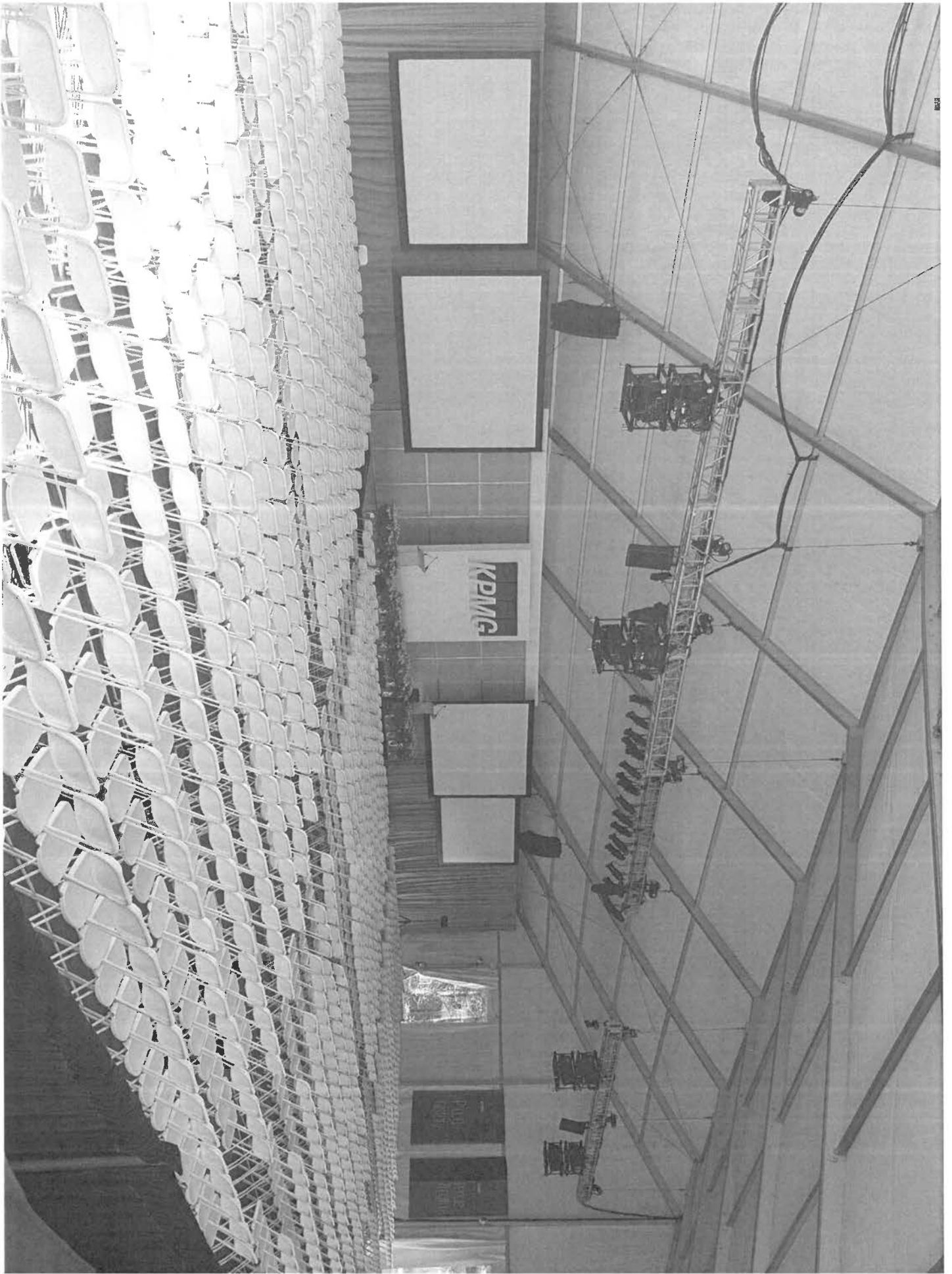








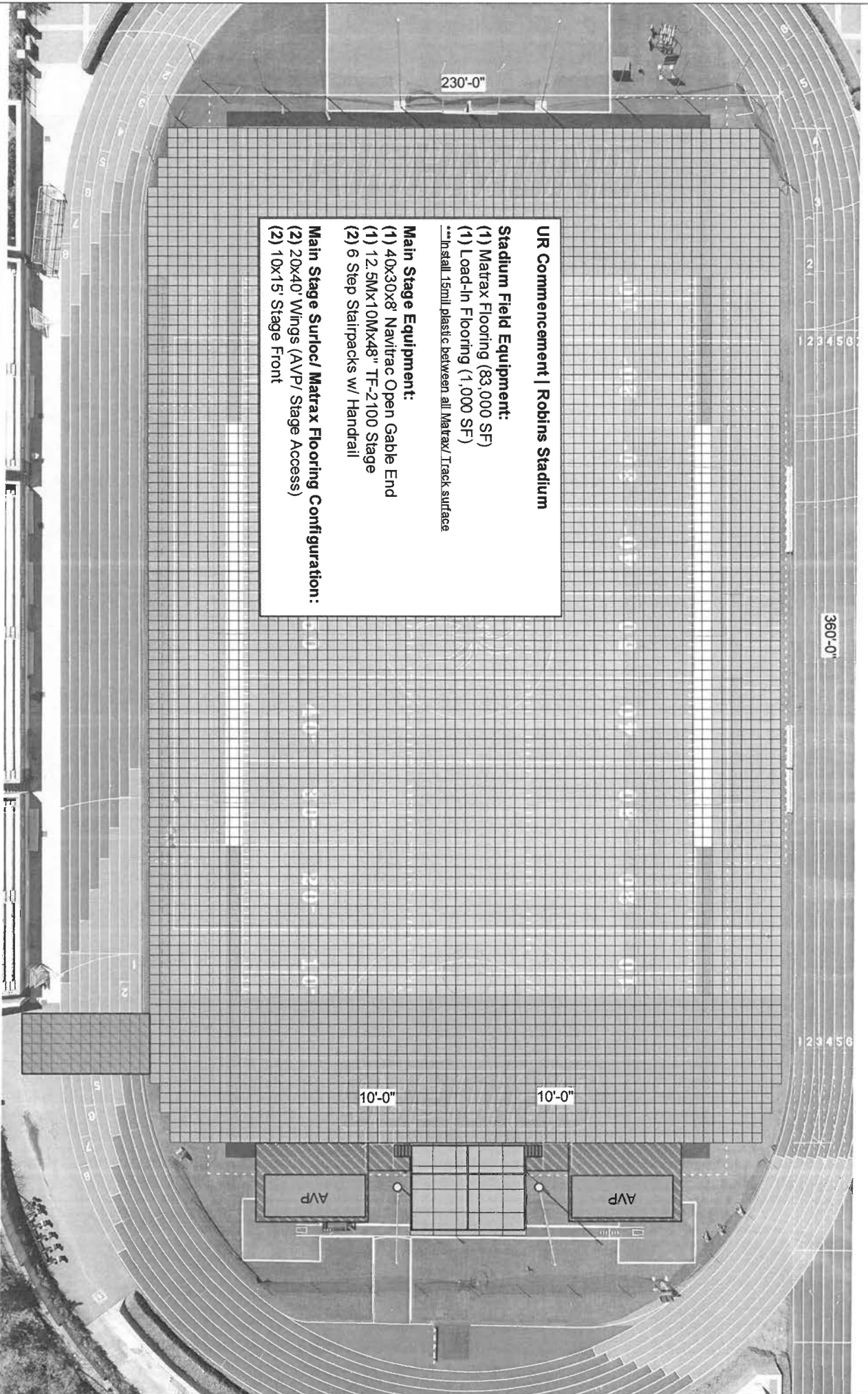












UR Commencement | Robins Stadium

Stadium Field Equipment:

- (1) Matrax Flooring (83,000 SF)
- (1) Load-In Flooring (1,000 SF)

***In stall, 15mil plastic between all Matrax/Track surface

Main Stage Equipment:

- (1) 40x30x8 Navitrac Open Gable End
- (1) 12.5Mx10Mx48" TF-2100 Stage
- (2) 6 Step Stairpacks w/ Handrail

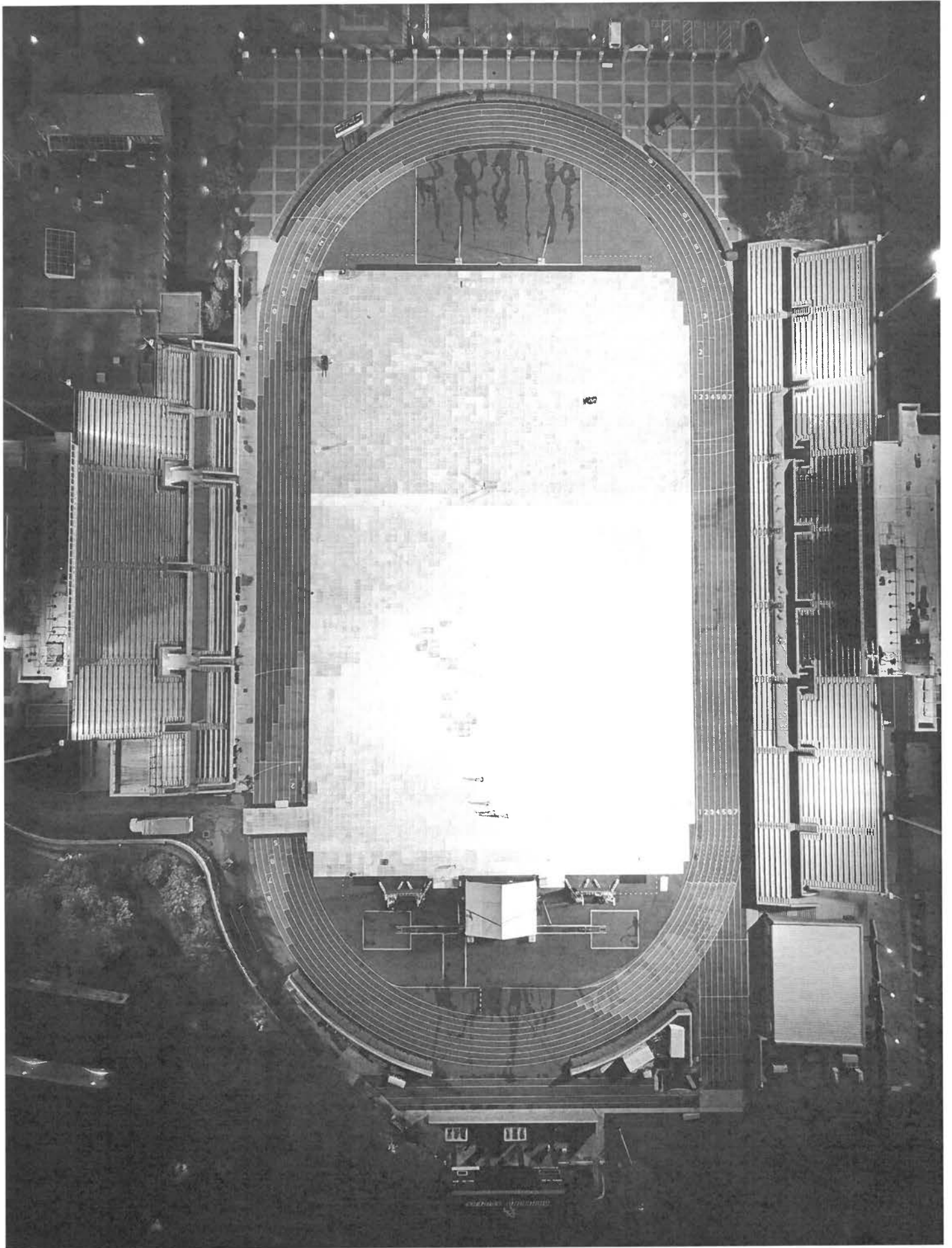
Main Stage Surloc/ Matrax Flooring Configuration:

- (2) 20x40' Wings (AVP/ Stage Access)
- (2) 10x15' Stage Front

UR COMMENCEMENT STADIUM FLOORING

***APPROX FOOTPRINT FOR ILLUSTRATION ONLY



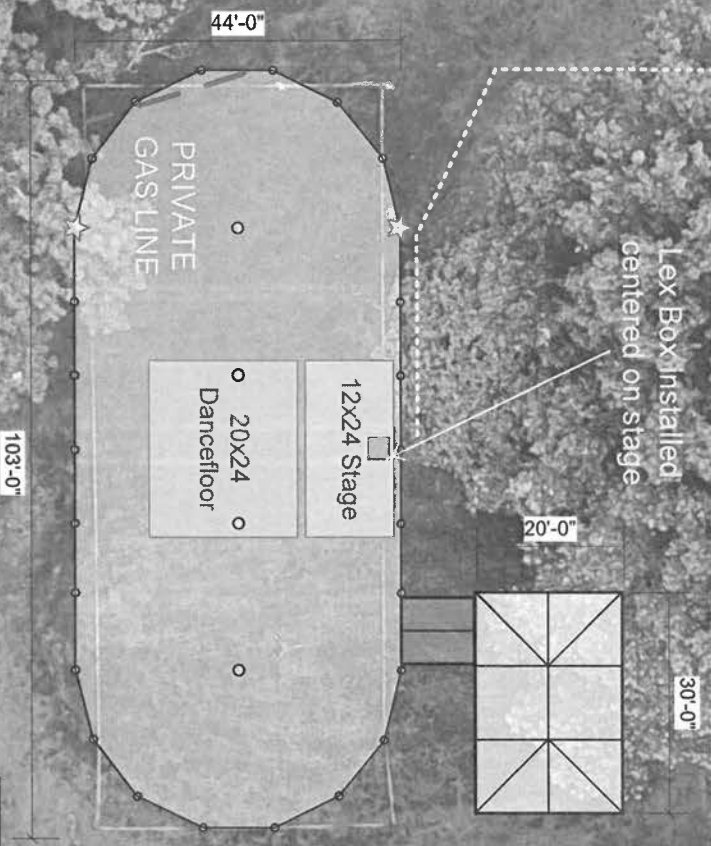


(2) corners of internal square have been pegged ☆

Distro Cable
Generator to Stage

Lex Box installed
centered on stage

Rain Plan
20x45 Navi



Jessica Ashley Events | Castleton VA

Event Date: May 20th, 2023

Equipment Shown:

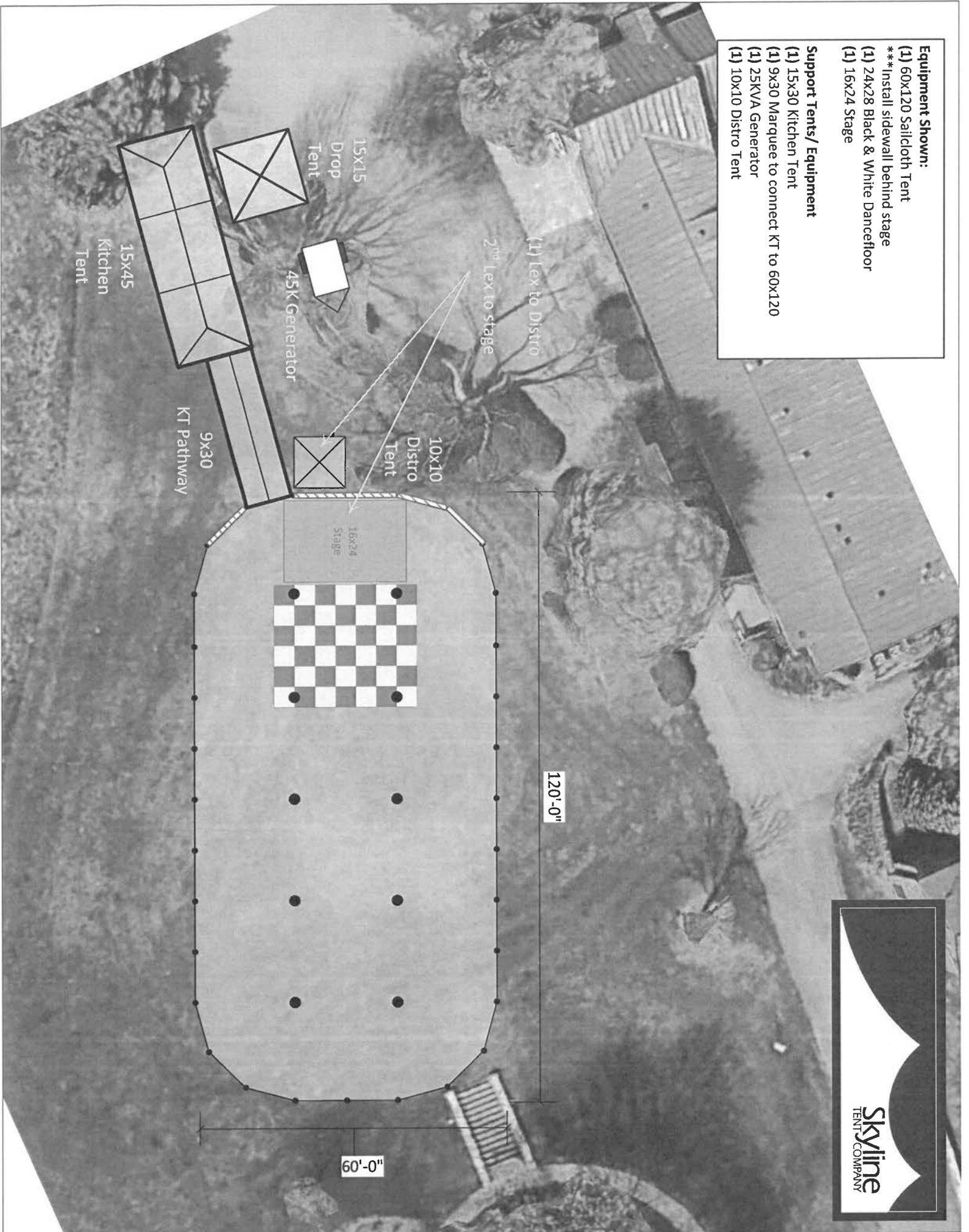
- 44x103 Sailcloth Tent
- 12x24 Band Stage
- 20x24 Dance Floor
- 25K Whisperwatt Generator
- ***Install w/ grounding rod

Support Tents:

- 20x30 Kitchen Tent
- 9x10 Marquee

- Equipment Shown:**
- (1) 60x120 Sailcloth Tent
 - ***Install sidewall behind stage
 - (1) 24x28 Black & White Dancefloor
 - (1) 16x24 Stage

- Support Tents/ Equipment**
- (1) 15x30 Kitchen Tent
 - (1) 9x30 Marquee to connect KT to 60x120
 - (1) 25KVA Generator
 - (1) 10x10 Distro Tent



Equipment Shown:

- (1) 60x140 Sailcloth Tent
- (1) 16x32 Stage

Flooring

- (1) Grey Barnboard (60x140)
- (1) SurfLoc (KT w/ (2) 9x15 only/ No Turf)

Support Tents/ Equipment:

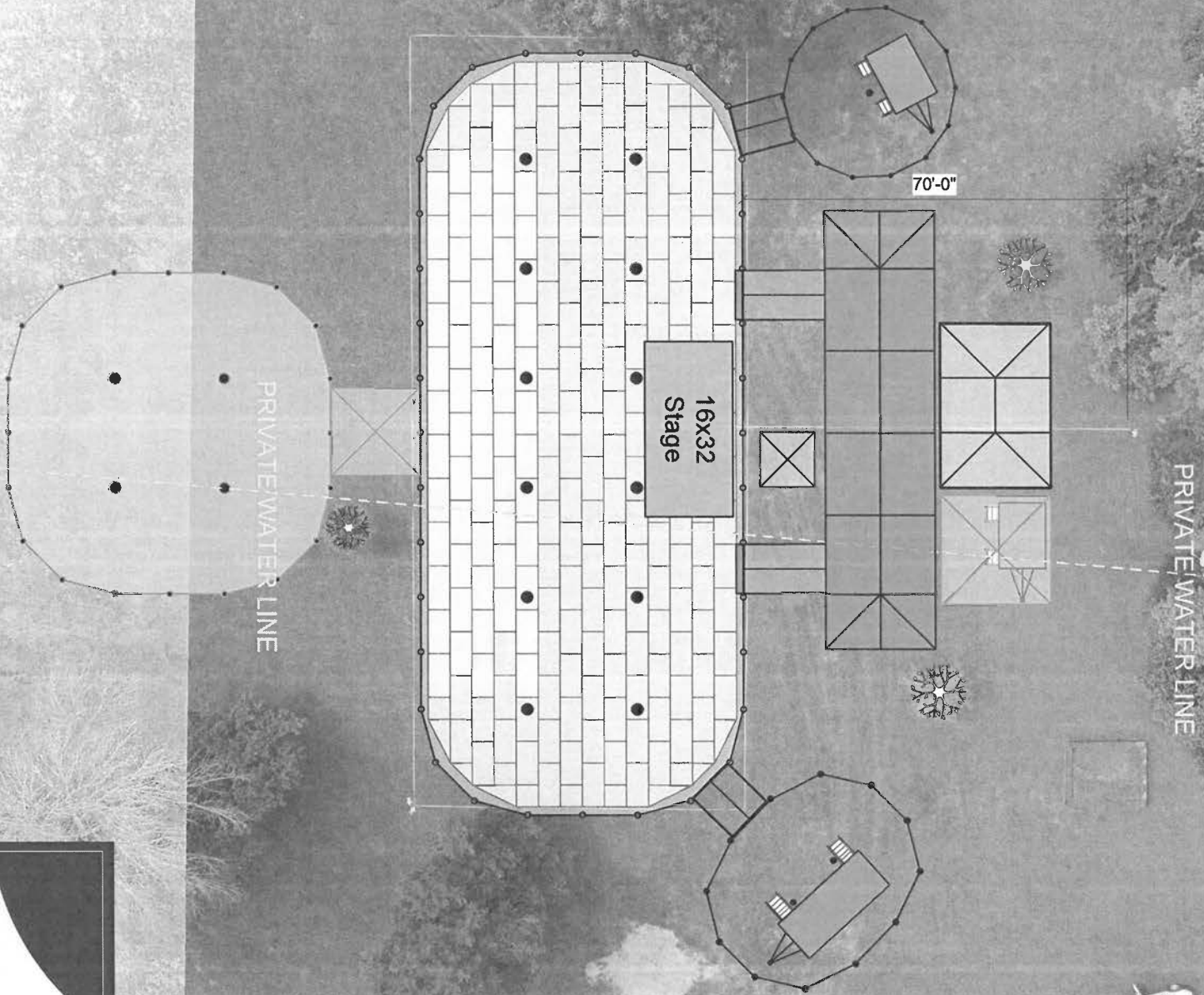
- (1) 20x80 Kitchen Tent
- (2) 9x15 Marquee (KT to 60x140)
- (1) 20x30 Band Tent
- (1) 10x10 BOH Tech Tent
- (2) 9x10 Marquee (60x140 to RRT Tents)

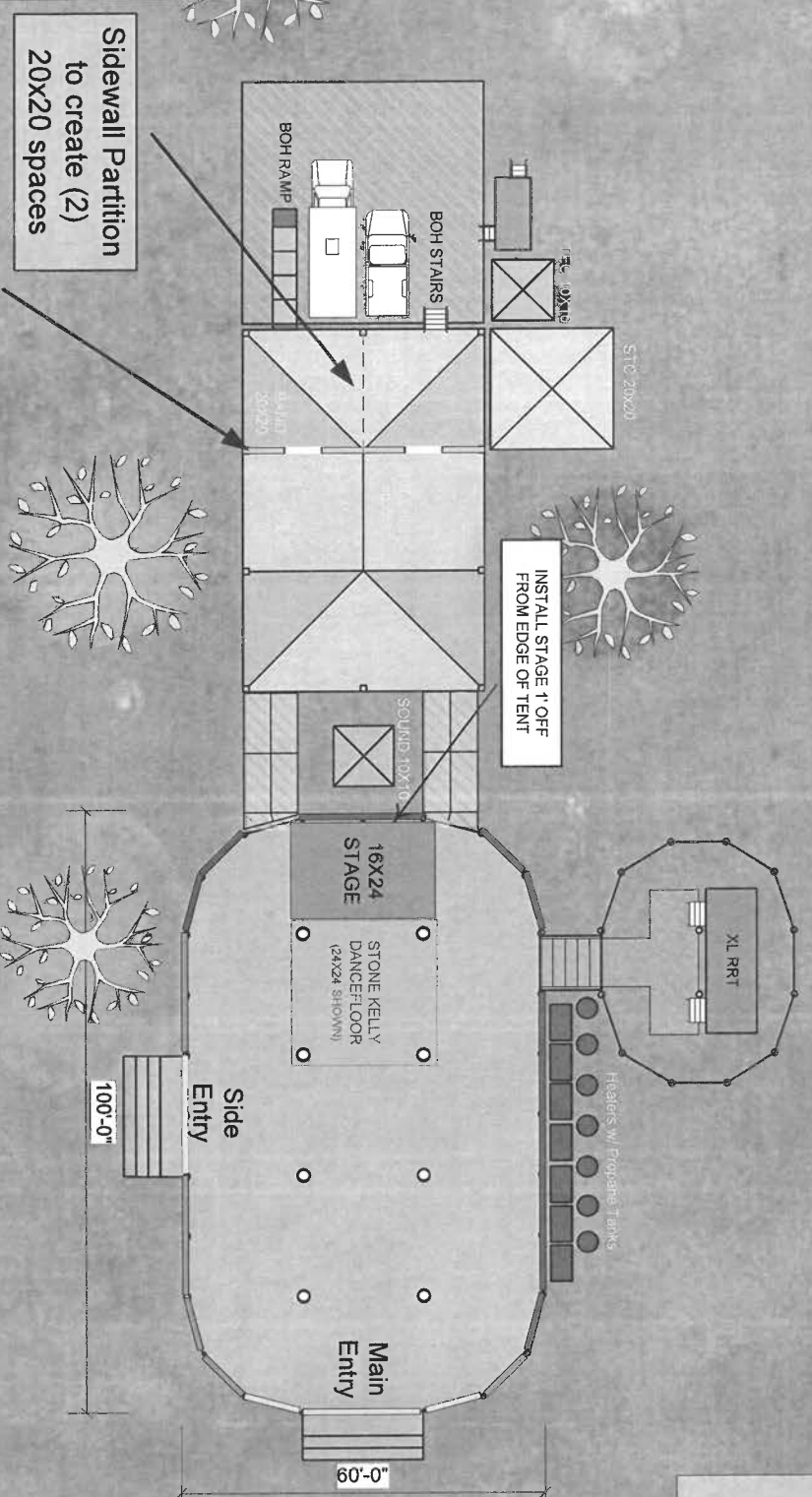
RRT Equipment:

- (1) XL Luxury Restroom Trailer (Guest #1)
- (1) 32x42 Sailcloth RRT Tent
- (1) MD Luxury Restroom Trailer (Guest #2)
- (1) 32' Round Sailcloth RRT Tent
- (1) MD Staff Trailer

Rain Plan Equipment:

- (1) 60x60 Sailcloth Tent
- (1) 16x16 Pathway Connector
- (1) 20x20 Staff RRT Tent



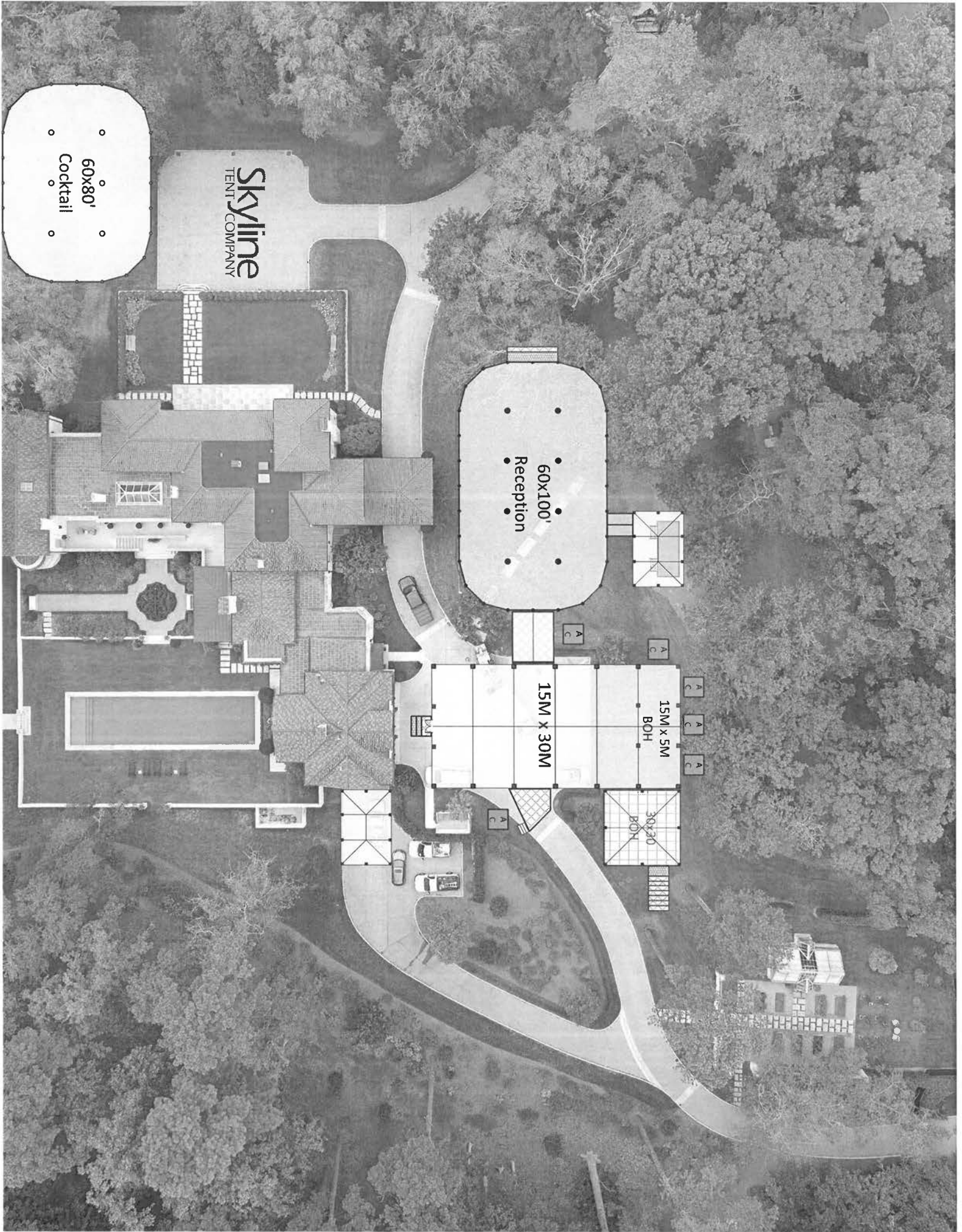


Sidewall Partition to create (2) 20x20 spaces

Internal Divider with (2) Door Cutouts

Sidewall Key
 RED = secured solid white
 BLUE = secured clear
 YELLOW = folded clear

- Equipment Shown:**
- (1) 60x100 Sailcloth Tent
 - (1) Level Reception Deck
 - (2) 28" Tall x 20" Wide x 2" Tread Terraced Stairs
- Dancefloor/ Stage**
- (1) 16x24 Stage
 - (1) 24x 24 Dancefloor
- Support Tents/ Equipment**
- (1) 40x60 Catering/Vendor Tent
 - (2) 10x10 Distro Tent
- Restroom Trailers**
- (1) XL Restroom Trailer
 - (1) SM Staff Trailer
 - (1) 32x42 Sailcloth RRT Tent



Skyline
TENT COMPANY

60x80'
Cocktail

60x100'
Reception

15M x 30M

15M x 5M
BOH

30x20
BOH

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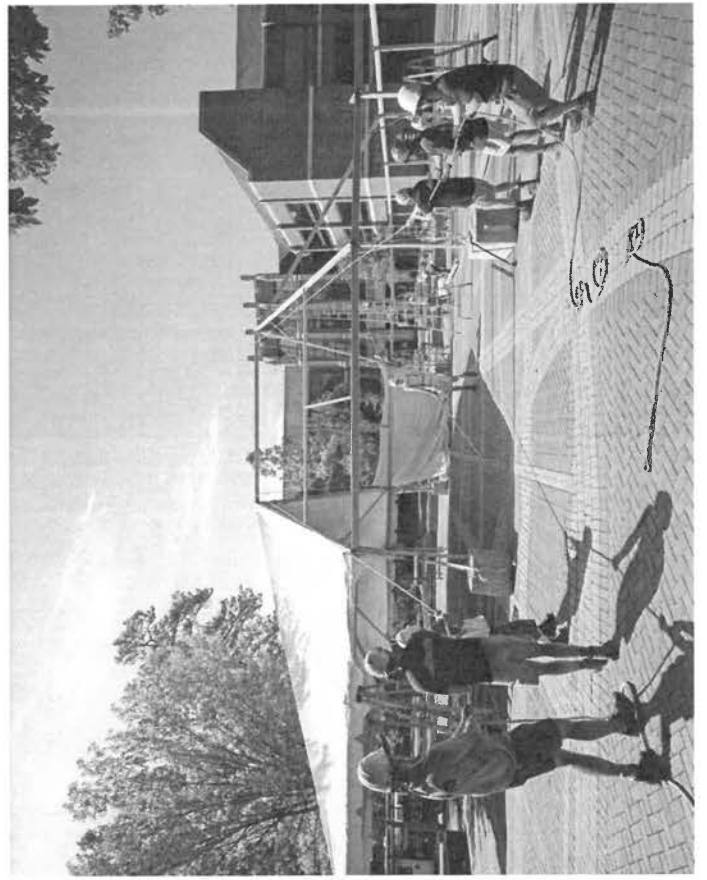
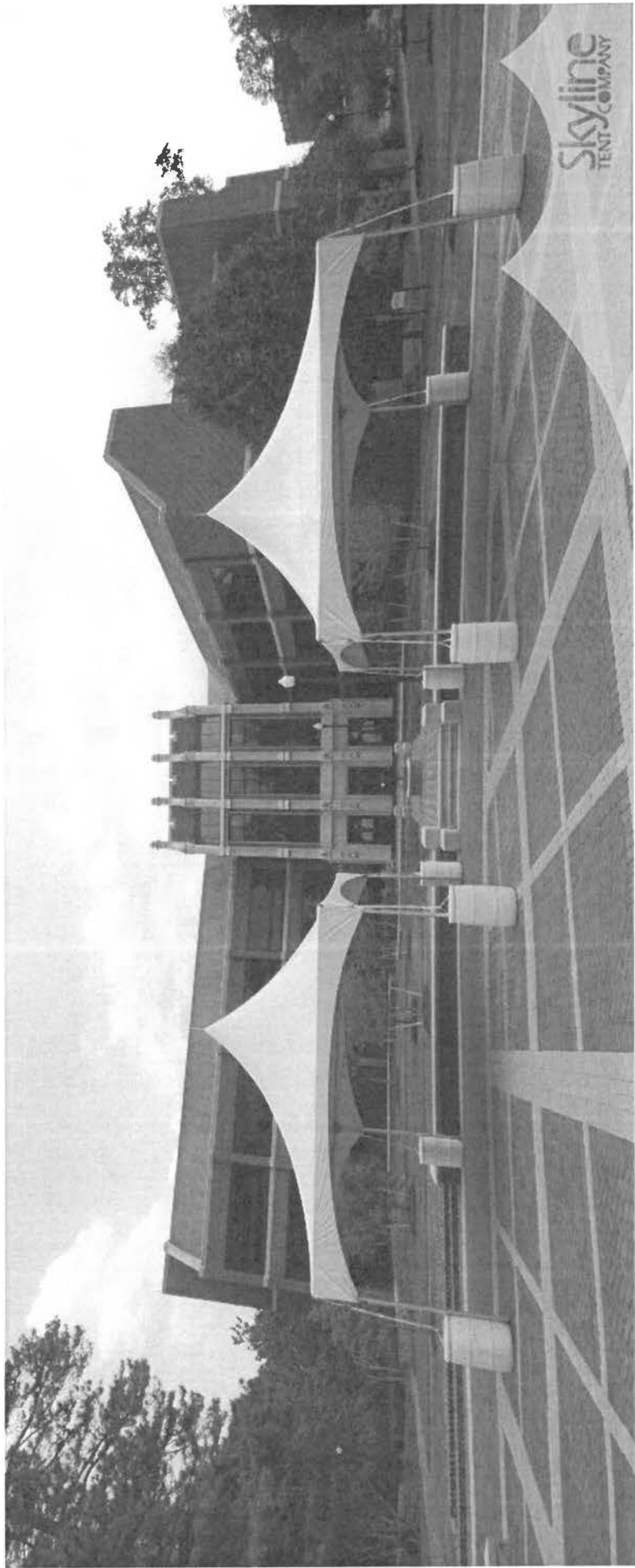
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Request for Proposal

RFP# DKM-1234

Special Event Equipment Rentals

June 2, 2025



REQUEST FOR PROPOSAL
RFP# DKM-1234

Issue Date: June 2, 2025
Title: Special Event Equipment Rentals
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 June 2, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

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

All Inquiries For Information And Clarification Should Be Directed To: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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:
_____	_____
_____	<i>(Signature)</i>
_____	Name:
_____	_____
	<i>(Please Print)</i>
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 # DKM-1234

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into contract(s) to provide Special Event Rental Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

JMU regularly rents a wide variety of on demand special event items for small to medium functions held on campus. These items include, but are not limited to, tables, chairs, tents, staging, and generators.

VASCUPP Background:

The mission of the Virginia Association of State College and University Purchasing Professionals (VASCUPP) is:

- to recognize and effectively use the common procurement principles, knowledge, experience, challenges, support and resources of all decentralized higher education member institutions;
- to be a united group with common goals of addressing the complexities of the Commonwealth of Virginia procurement processes;
- enhance the ability of each individual member institution to effectively provide efficient and responsive customer service in facilitating the purchase of goods and services for their Institution; and
- to support diversified vendor advocacy to enhance the capability of each member institution in seeking open competition for the highest valued products and services.

More information about each VASCUPP member university can be located at the following website: <https://vascupp.org/>

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University's intent is to enter into contract(s) with selected firm(s) to furnish all labor, materials, tools and resources necessary to provide special event equipment rental services to include those goods and services necessary to help the University achieve its goals as outlined

in this RFP. The University wishes to secure the services of professional special event rental firms with direct experience and expertise in the convention, event, or hospitality industry.

1. The contractor shall work independently to furnish all equipment, labor, insurance, supervision, and incidents necessary to provide special event rental services to the University. The contractor shall develop clear, concise, and professional quality written proposal quotes for each event for review and acceptance by James Madison University.
2. All equipment shall be uniform, clean, sanitized, superior quality, operable, with no broken parts, and the same color within each ceremony/location. James Madison University will at its sole discretion determine if equipment is acceptable for use.
3. The Contractor shall be responsible at all times for the actions and work of its employees. The contractor shall enforce strict discipline and good order among event personnel. James Madison University reserves the right to require the contractor to remove any employee whose behavior is deemed as unprofessional or objectionable.
4. The Contractor should provide uniforms for all personnel assigned to work at the University. Uniforms will contain the Contractor's name and individual's name. Uniforms should be worn at all times while on University property to designate Contractor affiliation.
5. The Contractor shall analyze and recommend improvements to the University's current timeline for delivery, set up, and take down of the rental equipment. The contractor shall use effective procedures to insure timely delivery and set-up for the University's scheduled special events, which may include hours of service after normal working hours to include weekends and holidays.
6. The Contractor shall have both the demonstrated experience and the existing, proven capacity of licensed, trained, and qualified, personnel to effectively meet the requirements of this RFP and scope of duties therein. Contractor shall have chair stacking and transporting systems that allow one worker to securely transport a stack of approximately fifty (50) chairs across turf and hard surfaces without damage to the chairs or the terrain.
7. The contractor shall have obtained all applicable permits and licenses pursuant to Commonwealth of Virginia State Fire Prevention Code for temporary tents and membrane structures. For more information please reference:
https://www2.iccsafe.org/states/virginia/Fire_Prevention/fire_Frameset.html
8. No portion of work will be subcontracted without prior written consent of the University. In the event that the selected firm(s) desires to subcontract any part of the work specified herein, the selected firm(s) will furnish the University the names, qualifications, and experience of its proposed subcontractors. The selected firm(s) will remain fully liable and responsible for the work to be performed by its subcontractor(s) and will assure compliance with all requirements of the Agreement.
9. The University has identified two (2) distinct areas where special event equipment rental services are needed:

A. On demand, small or large quantity, multi-location events, and;

B. Spring and Winter Commencement and other large University events.

10. James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.
11. The Contractor shall work with the University's Parking Services to identify approved parking locations to be utilized. Other agencies utilizing this contract will provide further instructions regarding the institution's parking regulations.
12. Special Events at the University may include, but is not limited to:
 - Student Events
 - Major Speakers
 - Athletic Events
 - Faculty/Staff Events
 - Capital Project Kick-off
 - Back to School Events

Offeror Shall Respond to the Following:

1. Provide a brief history of your firm, its qualifications & experience in providing special event equipment rental services for small/on-demand and large-scale University and College commencement ceremonies.
2. Describe consultation and guidance that may be provided to James Madison University in determining exact needs for specific events and locations.
3. Describe firm's ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.
4. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at James Madison University and how tight deadlines are met.
5. Provide information of essential personnel who will be assigned to work with the University including a description of their experience in providing similar Special Equipment Rental Services.
 - a. Identify any certifications and licenses that the contractor and or employee(s) may currently hold.
 - b. Describe the training, expertise, and supervision of personnel that may be assigned to service the University.
6. Describe in warranty detail for all equipment and services.
7. Describe in detail cancellation requirements.
8. Describe invoice procedures. Provide sample invoice with proposal.
9. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP members can be found at <https://vascupp.org/>

Offerors may respond to Section A, Section B, or both depending upon the services Offeror provides.

A. On Demand Event Equipment Rental – Offerors shall provide a respond to the following:

1. General
 - a. Describe firm’s ability to provide special event rental services for small or medium, multi-location events. Be specific in detailing the event from beginning to end including ability to provide set-up and take-down services.
 - b. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at James Madison University and how tight deadlines are met.
 - c. Describe the timeframe for set-up and take-down of equipment.
 - d. Describe in detail cancellation requirements.
 - e. Provide primary contact for all James Madison University special event rental services.
2. Equipment
 - a. Provide a link to your firm’s online special event rental catalog.
 - b. Describe seating options including the maximum number of uniform chairs that can be accommodated with one order. Include seating specifications, colors, etc. Provide descriptive literature, specifications and pictures, of seating options being offered.
 - c. Describe staging options to include various sizes, styles, skirting etc. Provide descriptive literature, specifications, and pictures of staging being offered.
 - d. Describe table options to include various sizes and styles. Provide descriptive literature, specifications, and pictures of tables being offered.
 - e. Describe tent options to include various sizes and styles and associated cost. Provide descriptive literature, specifications, and pictures of tents being offered.
 - f. Describe mobile portable sanitation unit options to include various sizes and styles and associated cost. Provide descriptive literature, specifications, and pictures of sanitation units being offered.
 - g. Describe portable generator options to include various sizes and power capabilities. Provide descriptive literature, specifications, and pictures of generators being offered.
 - h. Provide information on other items your firm provides for special event rental.
 - i. Describe minimum order requirements, if applicable

B. Large Scale Events – Offerors shall provide a respond to the following:

1. Describe in detail how your firm plans to provide large-scale event services.

2. Describe how the firm plans to provide quality equipment, delivery, set-up and equipment removal in a timely professional manner for large, multi-location events. Include a description on how the firm will work with the University to ensure last-minute schedule changes and equipment requirements.
3. Describe the firm's equipment rental services including:
 - a. Available inventory for chairs, tents, staging, tables, flooring, portable sanitation units, and any additional special equipment. Describe options, sizes, styles, etc. for each. Provide descriptive literature, specifications, pictures, of all items being offered and event rental catalog.
 - b. Capability to meet University's expanding requirements for special event equipment to include new equipment options as University student enrollment, demands, and events increase.
 - c. Describe the process utilized for cleaning, storing, moving and replacing equipment.
 - d. Describe the firm's ability to provide thorough instructions, diagrams, and other tools set-up and take-down services for large, multi-location events with little or no supervision from the University.
 - e. Provide manufacturer load and sway test results that have passed review by a Virginia licensed structural engineer.
 - f. Warranty provided on all equipment and services.
4. Cancellation requirements and associated costs.
 - a. Describe additional equipment the firm has access to and can provide the University.
 - b. Provide minimum order and delivery requirements for smaller special events (i.e. chairs, staging, tents, etc.)
5. Describe your firm's plan for customer service to include:
 - a. Contingency plans for unforeseen events such as vehicle breakdowns, equipment damage in transit to the University, and /or delays due to weather, accidents, etc.
 - b. Special Event reservation time period and days/hours' notice for additions or deletions for equipment rental requirements.
 - c. Accommodating the University's preference to set up equipment requirements as close to the actual date of the event(s), without compromising the ability to execute an on-time installation.
 - d. Expected turnaround time for unanticipated events, and how shortened deadlines are met.
 - e. Consultation and guidance in determining exact needs for specific events and locations.
 - f. Ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needs.

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.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

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. ELECTRONIC SUBMISSION:

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. PAPER SUBMISSIONS:

- i. **One (1) original and one (1) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.

- ii. **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.
 - iii. 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.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

3. 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.
4. Proposal Preparation
- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the

paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. 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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
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	30
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<u>100</u>

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.)*
- 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 procurement 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 via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a

service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn:**

SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .

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 or swamreporting@jmu.edu .** 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 or swamreporting@jmu.edu .**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign

- to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- S. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

- T. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- V. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- W. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- X. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.
- Y. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- Z. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

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:

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.

A. On Demand Event Equipment Rental

1. The contractor shall provide pricing for all products and services included in proposal indicating the percentage discount off of retail rental pricing that would be offered to the University.
2. The offeror shall clearly indicate all travel, delivery, set up, and take-down costs along with any other miscellaneous fees that would apply. Include all applicable hourly or daily rates.
3. The offeror shall provide travel and delivery costs for each zone outlined in attachment D, Zone Map.

B. Large Events Equipment Rental

1. The offeror shall provide pricing for all products and services included in proposal indicating the percentage off of retail rental pricing that would be offered to the University.
2. The offeror shall clearly indicate all travel, delivery, set up, and take-down costs along with any other miscellaneous fees that would apply. Include all applicable hourly or daily rates.
3. The offeror shall provide pricing for each item specified in attachment E.
4. The offeror shall provide travel and delivery costs for each zone outlined in attachment D, Zone Map.

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: Event Pricing and Requirements

Attachment F: VHEPC PAC

Attachment G: SWaM Sub-contractor Reporting Template

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

_____ Firm _____ Address _____ Contact Person/No. _____

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

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> Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
<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

**Pricing Schedule – Special Event Equipment
James Madison University**

<u>Chairs</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Samsonite Folding Chair -All Colors (White, Black, Burgundy)	19,800		
<u>Staging</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
32' x 16' skirt on four (4) sides, two (2) stairways, safety rail on three (3) sides ~Rose Library	1		
32' x 20' x 3' ht Skirt on four (4) sides, two (2) stairways, one (1) ADA ramp, and safety rails on three (3) sides. ~Wilson Quad	1		
36' x 28' black skirt on four (4) sides, one (1) stairway, safety rail on three (3) sides, and two (2) ADA ramps. ~Stadium	1		
24' x 20' x 2' ht black skirt on four (4) sides, two (2) stairways, and safety rail on three (3) sides ~Duke Lawn	1		
4' x 4' x 36" ht black skirt on four sides one stairway, safety rail on two (2) sides ~Videographer's Stand	1		
<u>White Frame Tents w/ Concrete Anchors & Fire Extinguisher</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10' x 10'	3		
15' x 15'	7		
20' x 20'	1		
20' x 30'	1		
20' x 40'	1		
30' x 60'	1		
40' x 60'	1		
40' x 80'	1		
30' x 45' ADA Tent	1		
60' x 120' Fire Package Tent	1		
<u>Staked White Frame Tents & Fire Extinguisher</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
10' x 10'	1		
15' x 15'	1		
20' x 20'	1		
20' x 30'	1		
20' x 40'	1		
30' x 60'	1		
40' x 60'	1		
40' x 80'	1		

<u>Tables</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
8' Banquet Table	30		
6' Banquet Table	1		
6' Round Dining Table	1		
36" x 42" ht Cocktail Round Table	1		
30" Cocktail Table w/ 30" & 42" ht Columns & Bases	1		
<u>Miscellaneous</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
White Resin Stanchion w/ Chain	50		
Pipe and Drape- Black x 8' height (per linear foot)	80 ft.		
Barricaded Crowd Control Stanchion (per foot)	50 ft.		
Stage Skirt per linear foot	1 ft.		
Staging per sq. ft. (if multiple options of staging are available, provide pricing for each)	1ft.		
Safety Rail per linear foot	1 ft.		
ADA Ramp per linear foot	1 ft.		
Event Carpet Runner	90 ft.		
<u>Sanitation</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobile Comfort Station	2		
Mobile Comfort Station with two (2) ADA ramps	1		
Skid Mounted ADA Comfort Station	1		
Mobile Elite Comfort Station with ADA (2) ADA ramps	1		
<u>Flooring</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Portable Flooring w/ edge ramps for entire perimeter of layout	38,540 sq ft.		
<u>Labor</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Set up and take down table(s)	1		
Set up and take down of chair(s)	1		
Installation and removal of flooring	1		
<u>Delivery</u>	<u>Total Price</u>		
Delivery Lot (Commencement)			
Equipment Distribution Charge (Commencement)			

**Pricing Schedule – Special Event Equipment
University of Virginia**

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Samsonite Folding Chair -All Colors	38,150		
<u>Staging</u>			
40' x 20' x 2'ht 80' Black Skirt Two stairways 64' Safety rail Aquatics	1		
4' x 4' x 16''ht Interpreter's Riser (With one single step) ~Aquatics~	1		
36' x 20' x 2'ht Black Skirt on three sides Two'28' ADA ramps ~Law School (Clay Hall)	1		
48' x 12' x varying heights- Black skirt on front side Two stairways Safety rail on two sides Old Cabell~	1		
Extend Rental Additional Three Weeks ~Old Cabell~	1		
8' x 16' Two Tier Press Riser (Each tier 4' x 16') Old Cabell~	1		
4' x 4' x 16''ht Interpreter's Riser (With one single step) ~Old Cabell~	1		
4' x 4' x 16''ht Interpreter's Riser (With one single step) ~Mid-Lawn between Old Cabell and Rotunda~			
28' x 28' x 2'ht- White Skirt on three sides One stairway Two 24' ADA ramps ~Darden~	1		

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
24' x 12' x 2'ht- 48' Black Skirt Two 16' ADA ramps Safety rail on back side 24' x 8' ht Pipe & Black Drape ~North Grounds Rec~	1		
4' x 8' x 2'ht- Black skirt on four sides One stairway ~North Grounds Rec Audio	1		
8' x 8' x 2'ht- Black Skirt on four sides One stairway ~Law School~	1		
12' x 8' x 2'ht- Black skirt on four sides One stairway ~Law School~	1		
20' x 12' x 8"ht- No stairway Black skirt on three sides ~Art School~ (Band Rehearsal)	1		
32' x 16' x 2'ht- Black skirt on three sides Two ADA Ramps x 24' (48") No Stairway ~Thornton Courtyard~	1		
32" x 16' x 16"ht – Black skirt on three sides Two ADA Ramps x 28' No Stairway or railings Two 16' ADA ramps ~Slaughter Rec~	1		
Folding Tables – 8' x 30" x 29"ht	110		
Banquet Tables – 6'	42		
Round Dining table – 6'	90		
Table Linens -			
White Tablecloth (90" x 156")	7		
Black Table Skirt x 14' x 29"	7		
Staging Accessories			
Stage Skirt per linear foot	1		
Stage safety rail per linear foot	1		
Black Stage Skirt – 24" x 8'	12		
Miscellaneous			
Pipe and Drape Black x 12' ht - per linear foot	24'		
Pipe and Drape Black x 12'ht -per linear foot	60'		

Chrome Stanchion with Retractable black tape	6		
ADA Ramp 24' ramp plus one turn deck ~Amphitheater~	1		

Quantities provided in this RFP are estimates, and the Selected Firm(s) will supply actual quantities ordered at the proposed price, regardless of whether the total quantities are more or less than, the estimates provided in this RFP.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], 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 shall begin [Date] to [Date] with [Number] of [Number] year renewal options, and an expected final expiration date of [Date]. This end date coincides with the Primary Agreement’s [Agreement Number] 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 University no later than August 31 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
c/o VHEPC
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:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
[City, State, Zip]
Email: [Vendor Email]
Fax: [Fax]

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC

SAMPLE

Reporting Instructions

- 1) Complete all information accurately
- 2) Contact Phillip Ewell (ewellpw@jmu.edu, swamreporting@jmu.edu or 540-568-7999) to discuss questions or concerns with reporting on this form
- 3) Include the Schedule of Values No.(s) that relate to the payments received and being reported on the current reporting (*please note the Schedule of Values number(s) on this report **may not be** the same as the one you are submitting the form with*)
- 4) ALL sub-contractors should be reported, even if they are not currently SWAM certified (*our staff will attempt to contact them to see if they are capable of certifying*)
- 5) The Schedule of Values should be completed entirely with a vendor name included regardless of whether you believe the firm is SWAM or not - this helps for matching between this report and the Schedule of Values - it also helps us to continue to follow up on certifications with vendors that may not be currently certified.
- 6) Suppliers should be reported as they are considered the same as sub-contractors



June 4, 2025

**ADDENDUM NO.: ONE
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP DKM-1234**
Dated: **June 4, 2025**
Commodity: **Special Event Equipment Rentals**
RFP Closing On: ~~**June 2, 2025 at 2:00pm (Eastern)**~~
July 2, 2025 at 2:00pm (Eastern)

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

- RFP DKM-1234 Special Event Equipment Rentals will have a closing date of July 2, 2025 at 2pm.

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

Sincerely,
Dylan Morris
Buyer Senior
Phone: (540-568-3002)

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