



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7396

This contract entered into this 6th day of March 2026, by TSC Management dba. Productive AV, 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 March 18, 2026 through March 17, 2027 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 ASF-1245 dated November 11, 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;
(3) The Contractor's Proposal dated December 10, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated February 16, 2026

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

CONTRACTOR:

PURCHASING AGENCY:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Juan Bialek
(Printed Name)

Adam Fleming
(Printed Name)

Title: CEO

Title: Buyer Senior



RFP # ASF-1245, Audio Visual Event Services
ProductiveAV.
02/16/2026
Negotiations Summary

1. Pricing shall be in accordance with the final pricing list provided by ProductiveAV (*See section X*).
2. The Contractor has confirmed that there shall be no additional miscellaneous or incidental fees that have not been identified in the contract. There are no hidden charges, normal contract exclusions apply.
3. The Contractor agrees that no deposits are required prior to events unless otherwise negotiated and agreed upon between parties on a case-by-case basis.
4. The Contractor agrees to secure purple draping for JMU events upon contract award. Draping can be provided on a case-by-case basis with at least 21-day notice.
5. In case of equipment failure, the Contractor agrees to provide back-ups to key equipment items on-site. Additionally, Contractor agrees to utilize affiliate resources in case of emergency to prevent breach of contract.
6. JMU student employees will be allowed to be used for mobilizing equipment as long as they are trained on basic procedures for lifting and moving objects. This training will be maintained and administered by James Madison University.
7. The Contractor acknowledges and agrees to the force majeure clause outlined in ASF-1245 as it pertains to cancellation policy.
8. As an agency of the Commonwealth of Virginia, James Madison University makes payment(s) in accordance with the *Code of Virginia*, §2.2-4347 through 2.2-4354, Prompt Payment.
9. Contractor agrees to a discounted weekly rate for the price of three-day rentals (ex. A rental that is 4-7 days would only be charged for 3 days of rental usage).
10. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# ASF-1245.



For



RFP# ASF-1245

Audio/Visual Event Rental Services

Submitted by:

TSC Management, LLC DBA



Headquarters: 1600 Belleville St., Richmond, VA 23230

Ph: 866-591-0062

UEI: K72DZ8LG8JA7

Federal EIN: [REDACTED]

CAGE: 65W08

VASCUPP & VHEPC: C0002387

SWaM Certified; Minority, Small Business # 689816

Class A Contractor # [2705146867](#)

Primary Point of Contact:

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CEO

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Secondary Point of Contact:

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Introduction Letter

December 11, 2025

Dear Mr. Fleming & JMU Associates,

Productive AV is extremely excited for the opportunity to provide event rental services to James Madison University. We hope you will find our experience in providing event services to campuses around the Commonwealth a strong reason to build a relationship with us. In addition, we are proud to provide top-shelf equipment, professional staff, and excellent experiences in event services. This proposal highlights our experience and approach to delivering audio-visual services to universities and the benefits to the JMU community.

Productive AV's employees have extensive experience working with prominent universities in the area. After working in the audio-visual department at Liberty University, I founded Productive AV in 2010. Since then, we have grown to 32 employees, an 18,000-square-foot warehouse, and a reputation as the go-to event technology team. In fact, we have served Virginia Tech, the University of Virginia, Virginia Commonwealth University, Old Dominion University, Christopher Newport University, the University of Mary Washington, Virginia Union University, the University of Richmond, Longwood University, and the Department of Education in statewide training events.

Other events include governor's balls, concerts (indoor and outdoor—including the 2020 internationally-broadcast Richmond Folk Festival), press conferences, sales meetings, and more. Our team has a combined experience of over 40 years, bringing industry expertise to every event, regardless of size.

As a James Madison University alum, Chairman of the COB - Business Management Executive Advisory Board, mentor and guest speaker, I am excited to continue being part of the university. I am passionate about providing the best service for JMU events to enhance each student and audience member's experience and overall impression of the school. My personal dedication to this industry is reflected in the management of my staff and the quality we provide.

We hope you give Productive AV's proposal strong consideration as you review the many ways we can serve JMU. We believe that we are uniquely positioned to perform this scope of work—in expertise, in industry experience, and in alignment with JMU culture.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Bialet".

Juan Bialet, CEO

Response to Statement of Needs

A: General

A1

All events held at James Madison University are of equal importance. Size of event does not designate significance. Describe ability to provide all audio-visual services for the following. Be specific in detailing the event from beginning to end:

Productive AV takes every event seriously, planning each one meticulously from start to finish, whether it's in a meeting room or an arena. Please find our audio package options, categorized by size, listed below. For further insight, we have also provided at least one example event per category to demonstrate competence and experience.

a. Large arena concerts

Package	Price	JMU DISCOUNT 15%	Equipment List
Audio Package - Arena/ Pavillion (Large Concert)	\$5,920.0	\$5,032.00	Includes: - 24 KSL, 12 SL-Sub, Drive Rack, Power, Motors and Cabling

Example event: Old Dominion University, Chartway Arena – Homecoming

b. Large scale events (e.g.: graduations, building dedications, and athletic banquet)

Example 1 – Athletic Banquet

Package	Price	JMU DISCOUNT 15%	Equipment List
Audio Package - Medium Flown Corporate General Session Package	\$1,160.00	\$1,240.00	Includes: - 12 d&b T10 Spk, Podium Mic, Laptop Patch, Mixer 48- Chanel and Cabling. Projector Screen, Projector, Cart, Laptop, Clicker & Cabling
Video Package - Medium Corporate General Session Package	\$920.00	\$782.00	
Grand Total:	\$2080.00	\$2,022.00	

Example event: Anna Julia Child School – Fund Raising & Honoring Head of School event

Example 2 – Graduation

Package	Price	JMU DISCOUNT 15%	Equipment List
Audio Package - Arena/Pavilion PA System w/ Delay/Outfill	\$10,000	\$8,500	Includes: - d&b 24 KSL, 12 SL-Sub, 24 V (outfill), Drive Rack, Power, Mixer, Motors and Cabling

Example event: Old Dominion Graduation – See picture below

c. Small scale events (e.g.: presentations and meetings)

Package	Price	JMU DISCOUNT 15%	Equipment List
Small Meeting Room Projection Package	\$265.00	\$204.00	Includes: (1) 8 ft Tripod Screen, (1) 5,000 Lumen Projector, (1) AV Cart w/ skirt, (1) 5 ft HDMI Cable, (1) 10 ft. Power Cable w/ power strip, (1)

Example event: Breakout room for general session – Fly Richmond (Richmond International Airport)

A2

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.

Our highest priority is to take care of our customers. Our team is readily available to perform last-minute events and can, in some cases, respond within 24 hours, depending on the size of the event. It is common for our team to provide services for events within 2-5 business days. Due to our offices being located in Richmond VA, we can provide same-day response times though it is based on availability.

Productive AV has provided less than 24 hour turnaround for multiple political events and requests for entertainment that were “immediately”.

A3

Specify the approximate timeframe for individual event proposals to be submitted to JMU after receiving a request.

We understand the importance of submitting estimates in a timely manner. Our team is able to submit official estimates within 24-48 hours for small events and 2 to 5 business days for larger events requiring engineering and design. Our sales staff is also readily available to perform site visits and client meetings onsite at no charge (not including design fees) to properly determine the equipment needed for the event.

A4

Describe the dress code for event staff. Dress code is subject to approval by James Madison University. All event personnel shall be easily and clearly identified, with the Contractor's name visible at all times. Event personnel shall, upon request, present appropriate identification.

The Productive AV team's standard dress code for formal events is suit and tie. During load-in and load-out black or khaki pants and a black polo shirt with stitched "Productive AV" logo is standard attire. For casual events, technicians dress in black slacks and a black button up shirt with stitched "Productive AV" logo. Technicians are required to wear steel toe (OSHA approved) boots for events requiring a significant amount of heavy equipment during load-in and load-out.

A5

Describe in detail warranty given on all equipment and service.

Productive AV provides a full warranty for all equipment and services for the entire event. Our warranty includes backup equipment when available for all major components. Our warranty excludes any factors resulting in non-performance beyond our control or by other vendors providing supporting services (i.e. power). In the event that Productive AV is not able to provide the requested equipment or services, a full refund of all fees will be issued.

A6

Describe in detail cancellation requirements.

Productive AV is offering JMU a zero (0%) cancellation fee for any cancelled events. We do ask that any fees incurred leading up to the event be paid in full.

These fees include design fees, any non-refundable retainers, travel and any preparation work completed which generally happens within three days of an event.

If event is cancelled once trucks are loaded, only the direct fees for labor are billed up to this point.

If event is moved to an alternate or indoor facility and trucks are

onsite with all equipment, only additional fees incurred will be billed.

When making decisions for weather, JMU and Productive AV will follow industry standards to maintain the safety of all patrons, artists, and staff during inclement weather. Inclement weather includes rain, wind, hail, snow, and the like.

A7

Identify any certifications and licenses that the contractor and/or employee(s) may currently hold.

Our staff attends industry trainings held by manufacturers nationwide. Below is a list of certifications we hold as it relates to our rental division.

- AVIXA Member and Certified Technology Specialist: AVIXA is the trade association representing the professional audiovisual and information communications industries worldwide. All of our team members attend approved manufacturing courses. We hold ourselves to the global standards established for our industry including ethics, professionalism, and quality of service.
- Class A Contractor: Our installation team brings knowledge of physical installation and the safety requirements for setting up and tearing down heavy equipment.
- Manufacture Training: Manufactures include Shure, d&b, QSC, Sennheiser, Crestron, Panasonic, Planar, Absen and many more.

A8

Describe invoicing procedure. Provide sample invoice with proposal.

Final invoices are created once a signed copy of the event order form is received at Productive AV's offices. Any necessary adjustments are made per last minute changes during the event. A supervisor will review all changes prior to submitting final invoice. Our accounting department can email, mail or fax our final invoice after the event.

To provide clarity and consistency to our clients, our estimates, order forms and invoices are almost identical in appearance. This makes reading and understanding the scope of the event, logistics and pricing simple.

Please see sample below.

Equipment

	Name	Unit price	Rental Days	Price
Video				
1	9'x16' Screen Frame - Monoblox 64 Frame BXV-XN508/B - AV Stumpfl	\$ 35.00	1	\$ 35.00
1	9'x16' Screen Legs - AT64 - AV Stumpfl	\$ 16.50	1	\$ 16.50
1	9'x16' Front Surface - BXF-AC508294G1D - AV Stumpfl	\$ 175.00	1	\$ 175.00
1	9'x16' Dress Kit - AV Stumpfl	\$ 15.00	1	\$ 15.00
1	12k PT-RZ12KU DLP Projector - Panasonic	\$ 1,100.00	1	\$ 1,100.00
1	Panasonic ET-D75LE20 1.7-2.4:1 Zoom lens - RZ12KU	\$ 0.00	1	\$ 0.00
1	Panasonic ET-D75LE6 0.9:1.1 Short Throw Lens - RZ12KU	\$ 0.00	1	\$ 0.00
1	SKB ISeries 1610-10 Case	\$ 0.00	1	\$ 0.00
1	ATEM SDI Extreme ISO - Video Switcher/Record Package - Black Magic	\$ 140.00	1	\$ 140.00
4	HDMI/SDI 3G MicroConverter BiDirectional - Blackmagic	\$ 0.00	1	\$ 0.00
1	5V USB C PSU	\$ 0.00	1	\$ 0.00
1	USB C to USB C	\$ 0.00	1	\$ 0.00
1	SDI 1x8 Distribution 2k - Blackmagic	\$ 15.00	1	\$ 15.00
1	12V Power Supply	\$ 0.00	1	\$ 0.00
6	SDI- 50'	\$ 0.00	1	\$ 0.00
4	SDI- 25'	\$ 0.00	1	\$ 0.00
1	PROJEC-O-STAND Projector Stand/Table - Da-Lite	\$ 0.00	1	\$ 0.00
4	HDMI- < 5'	\$ 0.00	1	\$ 0.00
1	HDMI- 10'	\$ 0.00	1	\$ 0.00
2	HDMI- 25'	\$ 0.00	1	\$ 0.00
1	Dell Latitude E5470 Laptop	\$ 75.00	1	\$ 75.00
1	Dual 24" Monitor Kit	\$ 100.00	1	\$ 100.00
1	DSAN Perfect Cue Kit	\$ 65.00	1	\$ 65.00
1	Remote - DSAN Perfect Cue Mini - w/Laser	\$ 0.00	1	\$ 0.00
2	Remote - DSAN Perfect Cue Mini - No Laser	\$ 0.00	1	\$ 0.00
Total Video:				\$ 1,736.50

Lighting

	Name	Unit price	Rental Days	Price
10	WELLFIT 10W Wash LED - Chauvet	\$ 25.00	1	\$ 250.00
10	Chauvet WELLFITX6 Wireless LED Charging Unit	\$ 0.00	1	\$ 0.00
Total Lighting:				\$ 250.00
Power				
1	Medium Edison Cable Package	\$ 25.00	1	\$ 25.00
Total Power:				\$ 25.00
Misc.				
2	60'x16' Drape Package	\$ 300.00	1	\$ 600.00
2	40'x16' Drape Package	\$ 200.00	1	\$ 400.00
2	8' Step Ladder	\$ 0.00	1	\$ 0.00
Total Misc.:				\$ 1,000.00
Audio				
4	NL4- 50'	\$ 0.00	1	\$ 0.00
1	D20 Amplifier - d&b audiotechnik	\$ 0.00	1	\$ 0.00
1	HH - QLXD - G50 (470-534 MHz)	\$ 0.00	1	\$ 0.00
1	RF Mic Clip	\$ 0.00	1	\$ 0.00
1	House E8's x4	\$ 0.00	1	\$ 0.00
4	Ultimate Support TS-80B Tripod Speaker Stand, Black	\$ 0.00	1	\$ 0.00
1	DM12 Analog Mixing Console - Midas	\$ 0.00	1	\$ 0.00
2	XLR- 10'	\$ 0.00	1	\$ 0.00
2	XLR- 25'	\$ 0.00	1	\$ 0.00
1	Laptop Audio Cable (1/8" to Dual 1/4")	\$ 0.00	1	\$ 0.00
1	IEC "C13" Power Cable	\$ 0.00	1	\$ 0.00
1	1550 Pelican Case	\$ 0.00	1	\$ 0.00
1	Laptop Computer (for house music)	\$ 0.00	1	\$ 0.00
Total Audio:				\$ 0.00

Crew

	Name	From	Until	Price
Prep				
2	Shop Prep/De-Prep - Hr	11/04/2025 08:00am	11/04/2025 05:00pm	\$ 720.00
Total Prep:				\$ 720.00

	Name	From	Until	Price
Load In				
4	Stage Hand - Hr	11/05/2025 10:00am	11/05/2025 04:00pm	\$ 840.00
Total Load In:				\$ 840.00
Show				
1	AVL 1	11/05/2025 04:00pm	11/05/2025 09:00pm	\$ 1,100.00
Total Show:				\$ 1,100.00
Load Out				
4	Stage Hand - Hr	11/05/2025 09:00pm	11/05/2025 11:00pm	\$ 280.00
Total Load Out:				\$ 280.00
Deprep				
2	Shop Prep/De-Prep - Hr	11/06/2025 08:00am	11/06/2025 02:00pm	\$ 480.00
Total Deprep:				\$ 480.00

Transport

	Name	Date	Price
Load In			
1	26' Box Truck	11/05/2025 10:00am	\$ 663.40
Total Load In:			\$ 663.40

Price excl. tax:	\$ 7,094.90
0% Tax:	\$ 0.00
Price incl. tax:	\$ 7,094.90

If sending a check as form of payment, please send to:
PO Box 17876 Richmond, VA 23226

A9

Describe how scheduling conflicts are handled and how your firm will ensure JMU events are

given top priority.

Our goal is to be JMU's best event partner. It is not uncommon for us to schedule events 12-18 months prior to the event to ensure our availability. As soon as Productive AV receives a request for an event (verbal or non-contractual email), a "HOLD" for those dates is placed on our calendar. This gives first priority to the customer who requested our services first.

In the event that another customer requests our services for those same dates, the customer on "HOLD" is given three business days to confirm the event. After the three-business day period, our services are first come, first served. Once a contract is signed and a purchase order is received, a "CONFIRMED" status is placed on our calendar and preparation for the event begins.

B: Equipment

B1

Describe ability to provide audio visual event services including but not limited to speakers, microphones, audio mixers, screens, projectors, lighting elements and equipment.

Productive AV owns and maintains a sizeable list of our equipment including speakers of all sizes, wired and wireless microphones, mixers, projection screens, lighting equipment and pipe-and-drape. We pride ourselves in the quality of the equipment, maintenance and professional cases to protect it. Our inventory also includes products that are difficult to find such as 16:9 video format screens, web broadcasting systems, hearing impaired systems and phone bridges (for public speaking and broadcasting over conference line). Owning this equipment allows us to have it readily available and maintain the care technology requires.

Our office is an 18,000 square foot warehouse and is set up for staging equipment pre-event and any maintenance repairs as required. We also have several national wholesale partners that can supply supporting equipment for unique events. When equipment is rented from one of our partners, it arrives with ample time to test prior to event to ensure it will meet the scope of the event and runs properly.

B2

Describe ability to provide operational support equipment including but not limited to

scaffolding, extension cords, connectors, and patch cords.

When equipment not on our list is required, we have well-established relationships with national companies such as Rentex, 4 Wall, PRG, Event EQ, and local providers that can supply supplementary equipment such as scaffolding, extension cords, power distribution systems, generators, etc. We have established credit with vendors, which allows us to order and pick up equipment quickly. When equipment is rented from one of our partners, logistics are coordinated for ample time to test prior to the event to ensure it will meet the scope of the event.

Additionally, as an operational safeguard, all equipment is tested immediately after being set up and well before the time an event is due to start. Techs carry a wealth of backup materials (cables, connectors, etc.) to ensure the event is not interrupted.

Productive AV reviews operation and best practices with staff prior to event start and are on hand to assist in the event of any unexpected malfunctions.

B3

Provide an itemized equipment rental list of all audio visual equipment available and associated cost in section *X. Pricing Schedule* below. All equipment rented by James Madison University shall be in good working condition and shall conform to any/all established manufacturer/industry standards.

See *Section X– Pricing Schedule*

B4

Describe plan for delivery, set-up, tear-down and pick-up of equipment. Include the associated cost in section *X. Pricing Schedule* below.

Every event, large or small, follows the below procedures from the moment our staff arrives onsite to the time they leave the property. For larger events such as concerts, a schedule is given to all team members to ensure consistency.

Sample Event Schedule					
Day	Time	Location	Activity	Duration	Personnel Needed

Friday	8:00AM	Venue	Stage Setup Completed. Seating dropped off		Fields Operations.
	8:00AM	Loading Dock	Stagehand/ Union Labor- Call time		Stagehands / Union
	8:01AM	Venue	Roof Load-In	1 hour	
	10:00AM	Venue	Lighting Load in	1hour	Lighting Team
	11:00AM	Venue	Sound Load-In	1 hour	Sound Team
	10:00AM	Venue	Set up tables and chairs/ start decorations	1.5 hours	Event Staff
	11:30AM	Venue	System Tuning	30 min.	Sound Team
	11:30AM	Venue	Video Stream Test and final set up	30 min.	Video Team
	12:30PM	Green Room	Lunch	30 min.	
	1:45PM	Venue	Technician Briefing - Key Client Personnel	15 min	Sound/Video/Lighting Team
	2:00PM	Venue	Soundcheck/COVID-19 Cleaning	2 hours	
	2:00PM	Venue	Lighting Focus	2 hours	
	5:00PM	Venue	Set up ticket sale / set up waiting line		Event Staff
	5:00PM	Venue	Production Call		All Production Staff
	5:00PM	Venue	Event Staff Meeting		Event Staff
	5:30PM	Foyer	Security Meeting	30 min.	
	6:30PM	Venue	Lock Down Venue		
	7:30PM	Venue	Doors Open		
	8:00PM	Venue	Event Starts		
	10:30PM	Loading Dock	Stagehand/ Union Labor- Call time		Stagehands / Union Labor
	11:00PM	Venue	Show Ends		
	11:01AM	Stage	Acts Loads Equipment Out	30 min.	
	11:30AM	Stage	Production Load Out/COVID-19 Cleaning	3 hours	Sound / Lighting
Saturday	8:00AM	Venue	Clean Room		
	9:00AM	Venue	Event Completed		

Small Event Schedule

- Load in-to venue and stage equipment at stage and front of house
- Set up & EQ/Tune systems and projectors
- Sound/Video Check w/ client (scheduled prior to event)
- Final clean up prior to event (storing of dead cases)
- Event
- Staging of cases for load out
- Tear down
- Load out & “Dummy check” This includes walking the entire facility to ensure no equipment is left behind and that all paperwork and trash has been picked up

B5

Describe ability to provide external media feeds.

Our team has provided external feeds for media on several occasions. Our inventory includes several pieces of equipment made to deliver external feeds. Below is a list of events where we have provided media feeds.

- Henrico High School Graduations
- Hanover High School Graduations
- Haystack Programmer's conference
- Metropolitan Washington Airport Authority – Board Meetings
- Hanover County – Board Meetings
- US Department of Interior – multiple events
- US National Science Foundation – Multiple events including Board Meetings and Press meetings

Below is a list of equipment and services we provide for additional media feeds.

- Audio press box with XLR out
- Web streaming capability – private or public to browsers, iOS and Android
- Video distribution system via HDMI

C: Services

C1

Describe the training, expertise, and supervision of personnel employed by the contractor that may be assigned to service James Madison University.

For over 15 years, Productive AV has provided design, rental, installation, and service of technology systems for government, corporate, higher education, medical, houses of worship, and entertainment industries nationwide. From humble beginnings as a one-person AV service provider, PAV has grown to our current staff of 32 full-time employees and hundreds of contractors who serve as technicians, engineers, integrators, and support staff.

Productive AV was founded in 2010. It is privately held by the sole owner, Juan Biale, a Hispanic American, and headquartered in Richmond, VA. In 2019, our headquarters moved to a new, 18,000 sq. foot facility, located in the heart of Richmond, VA. This facility provides a significantly larger warehouse and office space, which serves as a centralized location in our region to prepare equipment and simplify

logistics between large markets, such as the DC metro area and smaller markets such as Richmond, Hampton Roads, and North Carolina. While Productive AV predominately covers Virginia, North Carolina, DC, and Maryland, providing services nationwide is also within our capabilities.

Our success continues due to our philosophy of providing simple, reliable solutions for our clients, positively impacting their presentations and audiences. A unique element of Productive AV's team is that our senior staff has vast technical experience at a national level

Plus, we have executives who started their careers as technicians, and this provides the opportunity to bridge technical expertise with interpersonal skills. For example, communicating a vision and plan clearly is essential for sales (particularly for clients that are political or Fortune 500 companies), event management (national touring events/acts/riders), staffing of crew (both internal and contract labor) and execution of perfect events.

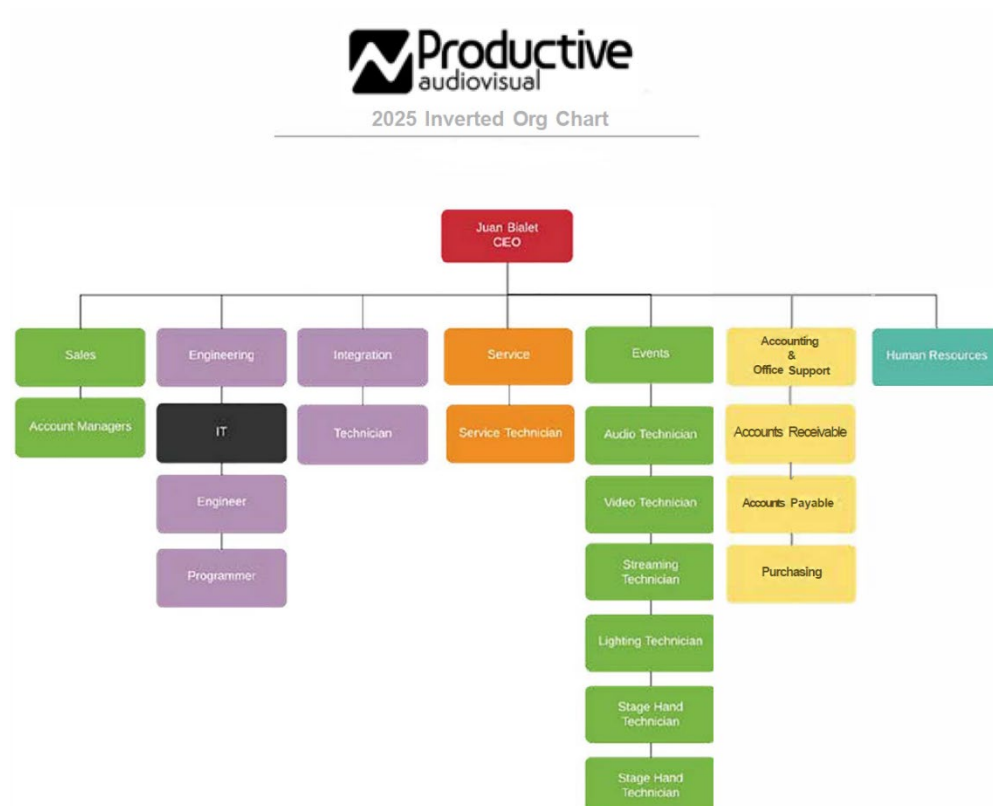
Furthermore, the business's integration side has cultivated unique relationships with manufacturers, the ability to service equipment in house (which ensures a reliable supply of inventory), and provides for stability to our clients. The combination of multiple divisions, relationships and experience gives Productive AV the ability to provide simple, reliable solutions that ultimately give our clients a positive experience.



Manufacturers & Industry Certifications

- AVIXA – Certified Technology Specialist - CTS
- AVIXA – Certified Technology Specialist – Design
- AVIXA – Certified Technology Specialist – Installation
- OSHA – 10, 30
- Absen LED walls
- Allen and Heath
- AMX
- Biamp
- Chief
- Contacta Hearing Impaired systems
- Crestron
- Da-Lite
- D&b

- Extron
- Middle Atlantic
- Planar
- Shure Level 1
- Shure Level 2
- SMART Audio Tuning
- QSC Level 1
- QSC Level 2
- Vaddio



Key positions and skillsets:

a. Lighting Technician: Our collective skillsets include:

- Define requirements for event
- System design and plotting
- Coordination with Video Director
- Crew coordination and supervision
- Equipment set-up, installation, operation and maintenance

- b. Spotlight Operator: Our collective skillsets include:
 - Set-up and operation
 - Directing multiple spotlight operators

- c. Audio Engineer: Our collective skillsets include:
 - Define requirements for event
 - System design and plotting
 - Crew coordination and supervision
 - Equipment set-up, installation, operation and maintenance
 - Brands we use include Midas, Yamaha, Allen & Heath, Sound Craft, Mackie, Shure, Audix

- d. Video Director: Our collective skillsets include:
 - Define requirements for event
 - System design and plotting
 - Coordination with Lighting Engineer
 - Equipment operation

- e. Camera Operator: Our collective skillsets include:
 - Equipment set up, installation, operation and maintenance
 - Follow cues from Video Director

- f. Video Technician: Our collective skillsets include:
 - Equipment set up, installation, operation and maintenance
 - Follow cues from Video Director

- g. Stagehands: Our collective skillsets include:
 - Use of hand tools
 - Knowledge of proper installation and rigging
 - General knowledge of audio visual equipment set up and installation

- h. Event Designer/Consultant: Our collective skillsets include:
 - Event coordination between client and event location
 - Technical coordination between equipment vendors and event location
 - Knowledge of legal requirements and permits for events including medical and police staff during event
 - Coordination between vendors, client and technical experts in audio, lighting and video
 - Tracking and maintenance of budgets and accounting

C2

Describe consultation and guidance that may be provided to James Madison University in determining audio visual needs for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.

All events managed by our staff follow a process that is essential for the success of an event. That process includes the below:

1. Identifying type of event, date and approximate attendees
2. Define audio and video requirement, input list
3. Define budget of event requester
4. Define a tentative itinerary
5. Design system to meet the requirements established.

Once information is gathered from the event requester, the Event Designer begins designing the system based on the specific needs of the event. Once the final design is completed, the lead audio, lighting and video engineers confirm the design of their systems and validate they will work well together.

C3

Provide an example of a clear and concise written quote for both a small and large event. All event quotes shall state all electrical needs. A diagram or drawing of the event site and equipment layout may be requested on an as needed basis.

Our proposals are always clear and concise with line item breakdowns and headers for multiple room events. We can also provide room diagrams in AutoCAD/PDF for equipment layout.

Customer:

James Madison University
Attn. Adam Fleming
800 S Main Street.
Harrisonburg, VA 22801

Site Contact:

Name: Adam Fleming
Mobile:
Phone: 540-568-7935
Email: fleminas@jmu.edu

Event Name:	Breakout Room - Quote SAMPLE
Event Date(s) Beginning:	December 11th, 2025
Location:	James Madison University 800 S Main Street. Harrisonburg, VA 22801
Quotation Number:	*PAV Quote*-QT25-1280
Quotation Version:	1
Quotation Date:	12/09/2025
Valid Until:	12/09/2025
Payment Terms:	50% upon signing, 50% due by day of event
Prepared By:	Juan Biale

Thank you for trusting Productive AV with your event's audio-visual needs. We are a premier supplier, providing top-tier equipment, knowledgeable staff, and first-class support. Our team's experience includes a variety of clients. We take pride in catering to the needs of each event's unique needs.

Do not hesitate in letting our team know about your event's particular needs or vision. We share the same passion and focus on making your event successful.
-Your Account Manager, Juan Biale

Qty.	Equipment	Rental Days	Line Price	VASCUPP Discount	Discounted Price
Audio					
1	Audio - Small/Breakout Corporate Package - 2 Spk, Podium Mic, Laptop Patch, Mixer and Cabling	1	\$ 200.00	15%	\$ 170.00
Video					
1	Video - Small/Breakout Corporate Package - Screen, Projector, Cart, Clicker & Cabling	1	\$ 265.00	15%	\$ 225.25

Qty.	Labor	Price Per Hour	Hours	Start	End	Sub Total	Total
Show							
1	Stage Hand - Hr	\$ 50.00	9	08:00am	05:00pm	\$ 450.00	\$ 450.00

Total

Total rental equipment:	\$ 465.00
Total crew:	\$ 450.00
Total:	\$ 915.00
Discount rental equipment:	- 15%
Project discount:	- \$ 69.75
Price excl. tax:	\$ 845.25
0% Tax:	\$ 0.00
Price incl. tax:	\$ 845.25

Scope of work includes:

- Set up & tear down of all equipment
- Technician will assist presenter with powerpoint slides and be backup if issues arise.
- Wall power required.

Schedule:

Technician arrival time: 8:00 am

Show Ready: 9:00 am

Event start time: 10:00 am

Event End time: 3:30 pm

Load out: 4:00 pm



rental quote

This Scope of Work Agreement is issued under contract number **VASCUPP CONTRACT # JMU12345678** between **James Madison University** (hereto referred to as 'authorized user') and **TSC Management, LLC dba Productive AV** (hereto referred to as 'supplier'). In the event of any discrepancy between this agreement and the Contract, the provisions of the Contract shall control.

VASCUPP Terms to be referenced here.

Point of Contact: For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

Agreement

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Agency Head or Designee

Date: _____

Date: _____

Once signed, please scan/email to your Productive AV account manager. **OR** use a digital signature option

If you agree to these quoted terms, please digitally sign using the link below. All credit card payments will be automatically charged a 3% credit card fee (Not reflected in quote total).

Customer:

James Madison University
Attn: Adam Fleming
800 S Main Street
Harrisonburg, VA 22801

Site Contact:

Name: Adam Fleming

Mobile:

Phone: 540-568-7935

Email: fleminas@jmu.edu

Event Name:	Homcoming Concert - SAMPLE
Event Date(s) Beginning:	December 11th, 2025
Location:	James Madison University 800 S Main Street Harrisonburg, VA 22801
Quotation Number:	*PAV Quote*-QT25-1281
Quotation Version:	1
Quotation Date:	12/10/2025
Valid Until:	01/09/2026
Payment Terms:	50% upon signing, 50% due by day of event
Prepared By:	Juan Biale

Thank you for trusting Productive AV with your event's audio-visual needs. We are a premier supplier, providing top-tier equipment, knowledgeable staff, and first-class support. Our team's experience includes a variety of clients. We take pride in catering to the needs of each event's unique needs.

Do not hesitate in letting our team know about your event's particular needs or vision. We share the same passion and focus on making your event successful.

-Your Account Manager, Juan Biale

Qty.	Equipment	Rental Days	Line Price	VASCUPP Discount	Discounted Price
Audio					
1	Audio - Arena/Pavilion PA System - 24 KSL, 12 SL-Sub, Drive Rack, Power, Motors and Cabling	1	\$ 5,920.00	15%	\$ 5,032.00

Qty.	Labor	Price Per Hour	Hours	Start	End	Sub Total	Total
Load In							
1	Stage Hand - Hr	\$ 50.00	7	08:00am	03:00pm	\$ 350.00	\$ 350.00
Show							
1	Stage Hand - Hr	\$ 50.00	5	05:00pm	10:00pm	\$ 250.00	\$ 250.00
1	A1 - Lead Audio Tech Rate - FOH	\$ 0.00	5	05:00pm	10:00pm	\$ 750.00	\$ 750.00
1	A1 - Lead Audio Tech Rate - MON	\$ 0.00	5	05:00pm	10:00pm	\$ 750.00	\$ 750.00
Load Out							
1	Stage Hand - Hr	\$ 50.00	1	10:00pm	11:00pm	\$ 50.00	\$ 50.00

Total

Total rental equipment:	\$ 5,920.00
Total crew:	\$ 2,150.00
Total:	\$ 8,070.00
Discount rental equipment:	- 15%
Project discount:	- \$ 888.00
Price excl. tax:	\$ 7,182.00
0% Tax:	\$ 0.00
Price incl. tax:	\$ 7,182.00

2/5

Scope of Work includes:

- Set up, operation and teardown
- FOH and MON Engineer for opening act. All specifications follow artist rider and have been coordinated appropriately.
- Headliner artist to provide the following:
 - FOH and MON consoles and Engineers
 - Stage power
 - Mic package

Power Requirements:

Three phase, 200 amps, tie in with cam locks, on each side of stage within 100'.

*Electrician to be onsite at load in and load out

Additional Requirements to be provided by venue:

- (1) Forklift and operator
- (2) Loaders
- (4) Stage hands to be dedicated to audio for 2 hours at load in and 2 hours at load out.

Schedule:

Technician arrival time: 8:00 am

Show Ready: 1:00 pm

Headliner sound check: 1:00 pm

Opener sound check: 3:00 pm

Doors: 7:00 pm

Opener: 8:00 pm

Set change: 8:45 pm

Headliner: 9:00 pm

Load out: 10:00 pm



rental quote

This Scope of Work Agreement is issued under contract number **VASCUPP CONTRACT # JMU12345678** between **James Madison University** (hereto referred to as 'authorized user') and **TSC Management, LLC dba Productive AV** (hereto referred to as 'supplier'). In the event of any discrepancy between this agreement and the Contract, the provisions of the Contract shall control.

VASCUPP Terms to be referenced here.

Point of Contact: For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

Agreement

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

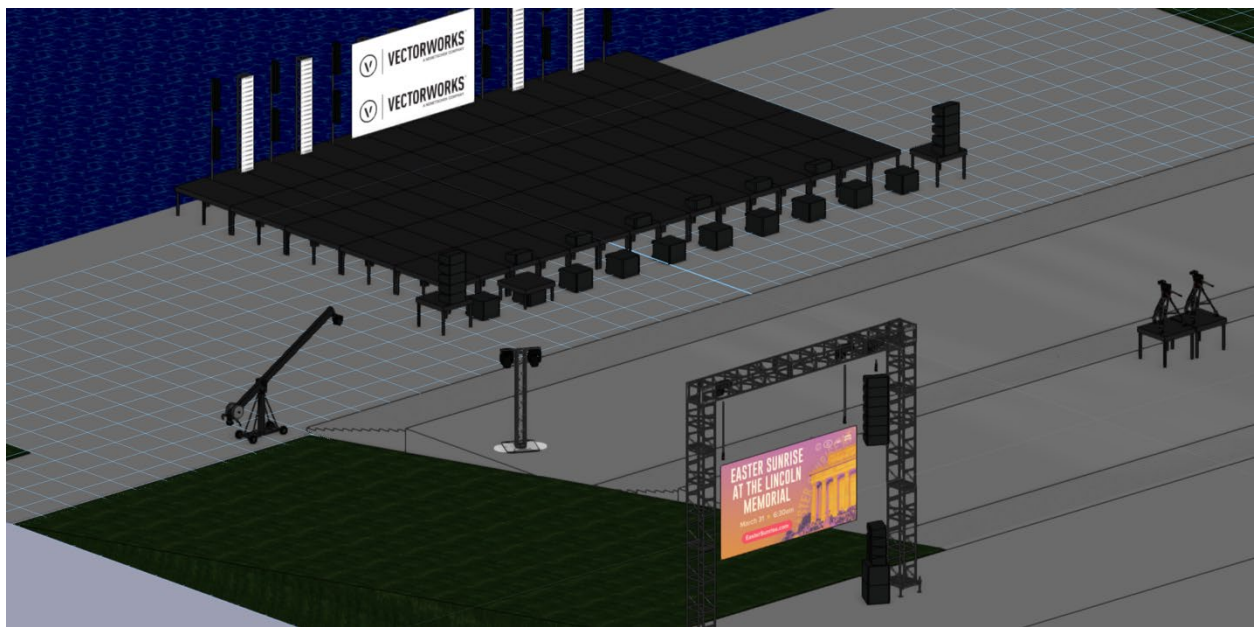
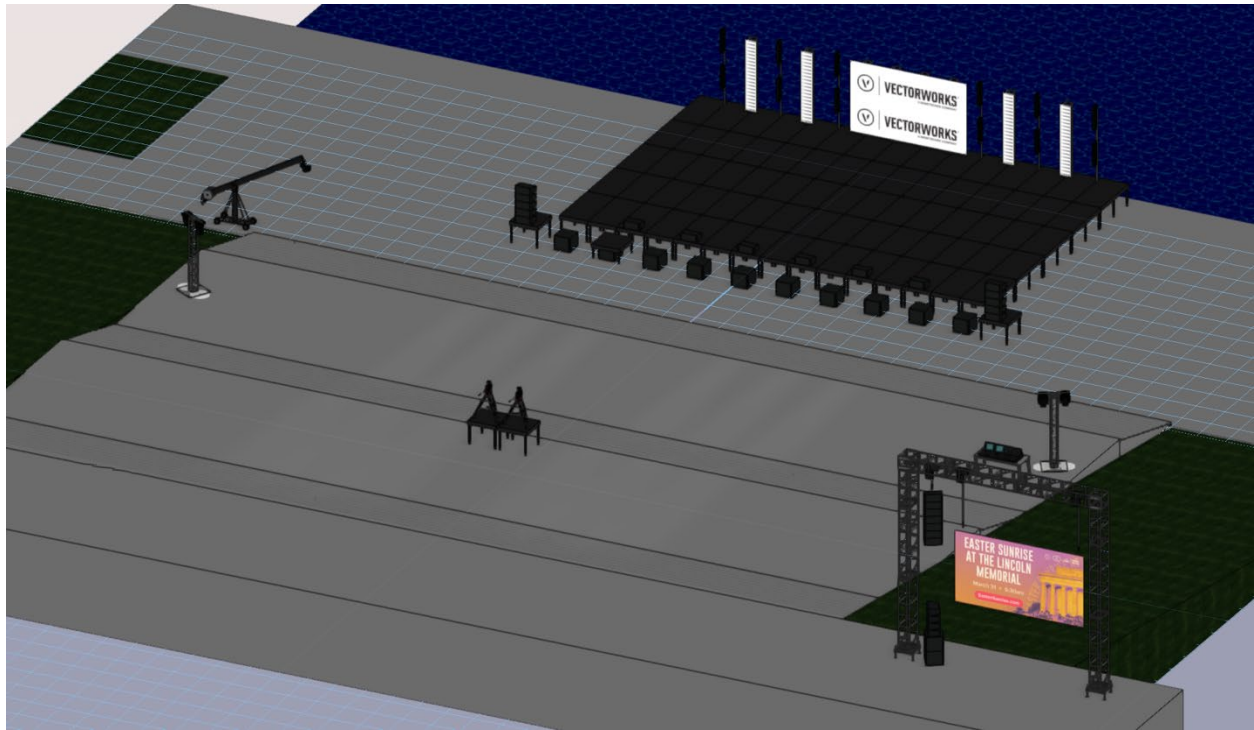
Agency Head or Designee

Date: _____

Date: _____

Once signed, please scan/email to your Productive AV account manager, **OR** use a digital signature option

If you agree to these quoted terms, please digitally sign using the link below. All credit card payments will be automatically charged a 3% credit card fee (Not reflected in quote total).



C4

Provide primary contact for James Madison University audio visual event services. Each event shall have a designated site supervisor responsible for all managerial aspects of the specific site/event. Designated site supervisor shall be provided on each event quote.

The designated supervisor will be Juan Bialeto or Carlos Bialeto. Both can be reached directly on their cell phones or via email during the entirety of an event. Furthermore, depending on the size of the event, site supervisor or "Show Lead" contact will be given prior to event to site contact.

Carlos Bialeto
480-535-7588
Carlos.Bialeto@productiveav.com

Juan Bialeto
804-478-8040
Juan@productiveav.com

C5

Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.

Our equipment is tested prior to every event to ensure its reliability. In the event an item is malfunctioning, it will be replaced with equal or better equipment. If a replacement device is not available, the malfunctioning equipment will be deducted from for the final invoice and an additional 10% of the final invoice total.

Productive AV takes pride in our “the show must go on” attitude and has never had an event cancel due to equipment failure. In the event this should happen the event will not be invoiced.

C6

Describe all other services provided and list any associated costs in section *X. Pricing Schedule*, below.

Audio: Our industries best equipment combined with expert audio engineers and technicians ensure clear sound that provides a unique experience to everyone. Our premium sound system is d&b, the industry’s leading system, which has a few key capabilities. Array calc is d&b’s software, which allows us to design and specifically tune the room for exact placement of speakers. Our KSL system is known for its unique ability to control the frequencies which reduces reverberation, stage noise and overall volume, bringing unparalleled clarity. Finally, utilizing a proprietary feature called “Array Processing,” precise coverage and control of the venue from front to back is unprecedented. This technology, along with experienced engineers, creates an audio fidelity experience your attendees will not soon forget.

Video: Our video systems provide the latest high-quality laser projectors for breakout rooms to large scale events. The combination of quality cameras, video switchers, video projectors, low-profile LED walls and creative staff gives clients the ability to communicate visually to their audiences. Our high lumen video projectors and LED walls provide bright, clear images in the most demanding ambient light environments, such as exhibitions, with ease.

Lighting: Our lighting and design services transform and set the mood for the event. Whether an awards ceremony or keynote business event, our design services can set the mood and transform a room with features such as up-lighting and stage washes set designs. Lighting is one of the most effective means to take your guests’ visual experience to another level. Our equipment



includes wireless up-lighting, traditional and intelligent fixtures driven by a state-of-the-art Grand MA lighting console.

Staging and Set Design: Our design team can help clients to “set the stage” to make presenters feel comfortable to be on stage and set a backdrop that supports their brand and message. Our team also loves to think outside the box. If you need a custom solution to meet your needs, we have ample experience to assist with any demands or requests presented.

Web Streaming: Our full web streaming services provide the ability to stream HD video to multiple sites simultaneously (YouTube/Facebook/Vimeo/Zoom/Teams etc) as well as provide closed captioning, lower thirds, pre and post production, recordings. Streaming within the building, to mobile devices and computers are also available. Our services can accommodate hybrid events or streaming only events that use the convention center to set the stage. We have streamed events for CEOs of multi-million dollar companies and the Governor of Virginia, Richmond, VA National Folkfest with over 35,000 viewers, Norfolk Society of Arts, Hampton Roads Chamber of Commerce and National Science Foundation among others.

Custom videos: On several occasions, we have provided bumper videos to help the transition for events. Our team has years of experience producing high-quality videos.

Video Teleconferencing: Our Crestron video conferencing systems provide smaller meeting spaces and breakout rooms the ability to easily join or host video conference. Our “One Touch to Join” is providing clients with the speed and ease of use that executives demand.

Digital Signage: Our digital signage solutions include digital signage for advertising or promotion, wayfinding for clients to know where to go and digital people counting. Our wayfinding can easily be programmed for a specific event calling out the name of the event, room locations and times. Our people counter provides a display outside of a room door, percent occupied and alerts if someone needs to wait until someone has left the space greatly improving the flow of an event.

Accessories: We believe “accessories” to events make the experience more enjoyable. Accessories include up lighting, pipe, and drape, pin lighting, gobos, custom drapes with logos, etc.



Event Recording and Duplication: One service we provide is audio and video recording of events for clients. This service also includes editing and duplication services. In 2011, the Department of Education called us with less than 24 hours of an event in dire need of recording services. We were able to arrive, record, and support the client and have now been supporting them for multiple statewide events.

External Media Feeds: Our team has provided external feeds for media and the press on several occasions. Our inventory includes several pieces of equipment made to deliver external feeds. Below is a list of events where we have provided media feeds.

- Henrico High School Graduations
- Hanover High School Graduations
- Haystack Programmer's conference
- Metropolitan Washington Airport Authority – Board Meetings
- Hanover County – Board Meetings
- US Department of Interior – multiple events
- US National Science Foundation – Multiple events including Board Meetings and Press meetings

C7

Specify the expertise level and associated hourly rate for onsite technician(s).
Provide an hourly rate in section X. Pricing Schedule

See Section X – Pricing Schedule

Attachment A – Offer Data Sheet

ATTACHMENT A

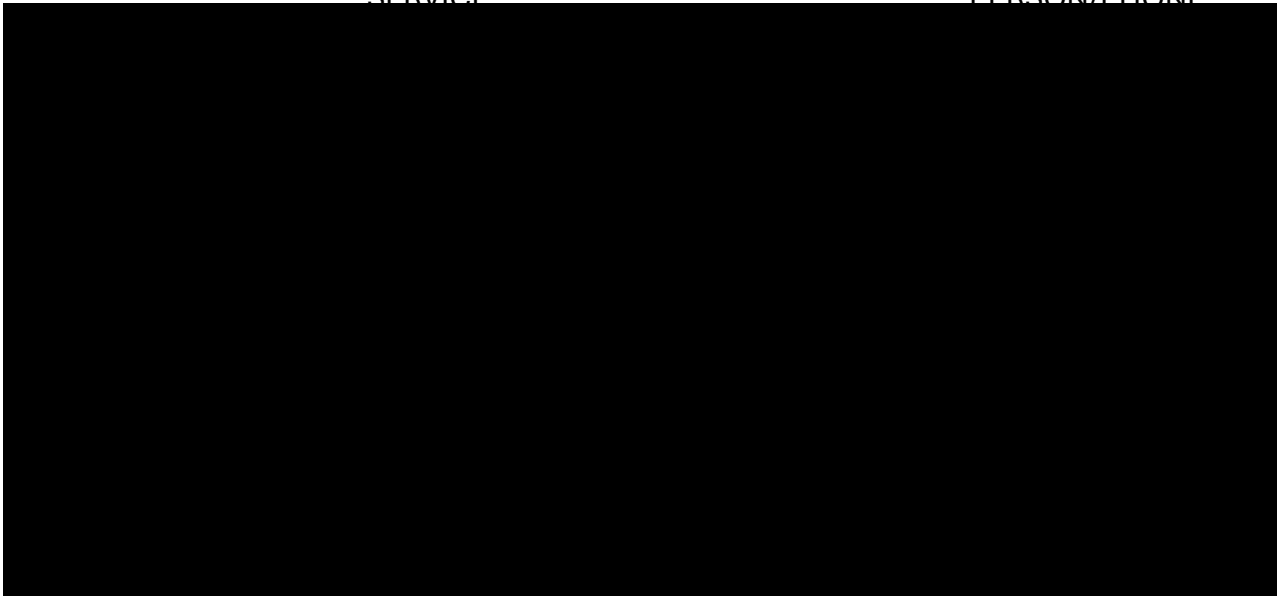
OFFEROR DATA SHEET TO BE COMPLETED BY OFFEROR **Privileged Information**

- 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 15 Months 3

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

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

Juan Bialet, CEO	1600 Belleville St. Richmond VA 23230	PAV Headquarters
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Carlos Biale Business Dev.	1600 Belleville St. Richmond VA 23230	PAV Headquarters
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- 5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [X] NO

IF YES, EXPLAIN: _____



Attachment B – SWaM Utilization Plan

ATTACHMENT B

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

Offeror Name: TSC Management DBA Productive AV Preparer Name: Juan Bialek

Date: 12/08/2025

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

If yes, certification number: 689816 Certification date: 09/25/2019

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 X No

If yes, certification number: 689816 Certification date: 09/25/2019

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

Section V.B.3: Key Resumes

Juan Biale

Chief Executive Officer, Owner

TSC Management, LLC dba Productive AV

Richmond, VA September 2010 – Present



Over the past 15 years Mr. Biale has overseen all aspects of growth and management of the overall business including procurement, accounting, human resources, sales, and engineering.

Key responsibilities include:

- Leading the Executive team:
 - Creating and communicating long and short-term company strategy.
 - Defining and administering company policies
 - Hosts daily, weekly, and quarterly Executive team sessions.
- Leading the sales team:
 - Communicates sales & growth strategy.
 - Assigns sales support tasks.
 - Consult high-level clients.
- Negotiation and execution of contracts
- Recruitment and vetting of staff.
- Oversight of all business activities:
 - Procurement and installation of audio-visual equipment
 - Supply and support of audio-visual equipment for live events.
 - Engineering and design of audio-visual and security systems
 - Design and manufacturing of security products.
 - Project staffing
 - Reporting & analysis of company activities
 - Accounting, billing, and collection of payments
 - Human resources
 - Benefits administration and negotiation of terms
 - Administration of training and vetting activities
 - Payroll review and approval

Experience:

- Freelance Audio-Visual Engineer & Project Manager, Virginia, 2002- September 2010
- Sabbatical – Traveling, South America, July 2009 – June 2010
- Inside Sales, Base-X, Inc, Fairfield, VA, May 2008 – June 2009

Education:

James Madison University: *BBA in General Management (Innovation, Technology and Entrepreneurship)*



Sebastien Richard

Audio Lead & Production Manager

Productive AV

Richmond, VA July 2024 – Present

Mr. Richard oversees all aspects of production management including audio, video, lighting and rigging. His engineering focus is on audio, including System Engineer, Front of House, and Monitors.

Key responsibilities include:

- d&b Systems Engineer (KSL, SL, V, J, XSL, Y etc)
- Production Management - Coordination of - Venue & Tour
- Production, Logistics, Subrental, Trucking, Rentman, etc
- Front of House and Monitor Engineer
- Crew Chief
- 2,000 - 25,000 Capacity Events

The National (AEG)

Richmond, VA - May 2019 – January 2022

- Crew Chief
- Stage Manager/A2/L2
- Audio/Lighting/Rigging Coordination
- Stage Maintenance
- Monitor Engineer
- Lighting Tech
- Fire System Management

Recent work:

- Iron Blossom Festival – System Engineer
- Lollapalooza – FOH – Rachel Grae
- The Wilson Springs Hotel – FOH & PM
- Point Break Festival – Stage System Tech



Jacob Zimmerman

Lighting & Video Lead

Productive AV

Richmond, VA October, 2022 – Present

Over the past 4 years Mr. Zimmerman has been a technician for lighting, video and audio systems. In recent years, he has focused on LED wall, video systems and lighting systems.

Key responsibilities include:

- LED wall Technician and operator
- Live Stream Technician
- Lighting designer and Technician
- Rigging design

Lifepoint Church, Elevate Life Church

Fredericksburg, VA - 2016 – 2018

Technical Director

- Maintain and operate all Audio, Video, Lighting systems
- Advise on upgrades for added system functionality
- Staffing and training of volunteers

Recent work:

- Turnpike Troubadours – Video
- For King & Country – Lighting Technician
- Rockville Festival
- Carolina Country Music Festival
- Barefoot Country Music Festival



Peter Haththotuwa

Project Manager

Productive AV

Richmond, VA March, 2025 – Present

Project Manager leading crews of up to 10 people, customer-focused, solution-oriented and passionate about successfully executing events.

Key responsibilities include:

- Leading Technicians
- Scheduling and logistics
- Standard operating procedures
- Weekly Project Management Reports to client

Team People – World Bank

Washington DC – 2024-2025

Media Systems Technician

- Set up, operate, troubleshoot AV equipment including projectors, push to talk mics, and video switchers.
- Communicate with speakers including executive team and President, board members of World Bank.

Freelance Technical Director/Production Engineer

Washington DC – 2018-2024

- Produce events and work with event staff to coordinate requests on a technical level
- Lead, schedule and operate design, build and execution of audio-visual systems including multi-day conferences

Education

- Berkeley College of Music – Master of Arts in Music Business – Graduated 2024
- University of Virginia – Bachelor of Science in Commerce – Graduated 2025

Tamim Wessal

Assistant Project Manager, Technician Lead

Productive AV

Richmond, VA March, 2022 – Present

Assistant Project Manager and Technician coordinates customer and technician logistics including equipment, personnel and technical cues. He is customer-focused, brings calmness to events and is passionate about successfully executing events.

Key responsibilities include:

- Leading Technicians
- Maintaining equipment
- Scheduling and logistics
- Standard operating procedures
- Weekly Project Management Reports to client

LinTech Gloabl – National Science Foundation

Washington DC – 2021-2022

AV/VTC Technician

- Set up, operate, and operate video teleconferencing, and audiovisual equipment
- Troubleshoot, connection, issues, receive ticket information, and support customer ticket
- Monitor communications through central control room and provide equipment software assistance via video recording support
- Manage, downloading, transferring web broadcast and multicast streaming to internal and external networks via video teleconferencing systems.

PSAV – Director of technology

Washington DC – 2006-2020

- Proactive handling of client technology requests and swift, discreet resolution of IT issues on multimillion dollar contracts
- IT equipment inventory, control and logistics between properties
- Established, updated, reimaged systems as Systems Administrator, occasionally fixed hardware issues, used Microsoft, iOS, Active Directory, LAN/WAN/WAP/VLAN, Cisco, Crestron, printers/scanners, mobile, digital video conferencing, video editing, AutoCAD, rigging, cabling, and video mapping.
- Evaluate possible equipment suppliers and create relationships
- Work with clients to understand needs/wants and create multiple possible resolutions.
- Managing and training employees, encouraging growth, scheduling.

Section V.B.6: VASCUPP Sales

*Note: Sales numbers below pertain to only event related sales with VASCUPP clients. It does not include Integration Sales.

Old Dominion University/Department of Education

2024-2025	\$44,196
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George Mason University

2023	\$65,000
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Virginia Commonwealth University

2024-2025	\$15,009
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Virginia Military Institute

2024-2025	\$24,500
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University of Virginia

2024-2025	\$12,000
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Section X: Pricing Schedule

Package	List	Contract Discount	VASCUPP Price
Audio - Small/Breakout Corporate Package - 2 Spk, Podium Mic, Laptop Patch, Mixer and Cabling	\$ 200.00	15%	\$ 170.00
Audio - Mid Tier Monitor Package	\$ 240.00	15%	\$ 204.00
Audio - Medium Corporate General Session Package - 2 Spk, 2 Sub, Podium Mic, Laptop Patch, Mixer and Cabling	\$ 520.00	15%	\$ 442.00
Audio - Top Tier Monitor Package	\$ 720.00	15%	\$ 612.00
Audio - Sidefill/Club Stack Package - V Ground stack	\$ 920.00	15%	\$ 782.00
Audio - Boardroom Meeting - 12 push-to-talk mics, 2 spk, mixer	\$ 960.00	15%	\$ 816.00
Audio - Large Corporate General Session Package - 4 Spk, 2 Sub, Podium Mic, Laptop Patch, Mixer and Cabling	\$ 1,120.00	15%	\$ 952.00
Audio - Medium Flown Corporate General Session Package - 12 Spk, Podium Mic, Laptop Patch, Mixer and Cabling	\$ 1,160.00	15%	\$ 986.00
Audio - Large Flown Corporate General Session Package - 12 Vs, 2 SL-Sub, Podium, Laptop Patch, and Motors	\$ 2,640.00	15%	\$ 2,244.00
Audio - Theatre PA System - 24 Vs, 6 SL-Sub, 8 T10 FF, Power and Motors	\$ 4,120.00	15%	\$ 3,502.00
Audio - Arena/Lawn Graduation PA System	\$ 4,680.00	15%	\$ 3,978.00
Audio - Arena/Pavilion PA System - 24 KSL, 12 SL-Sub, Drive Rack, Power, Motors and Cabling	\$ 5,920.00	15%	\$ 5,032.00
Audio - Arena/Pavilion PA System w/ Delay/Outfill - 24 KSL, 12 SL-Sub, 24 V, Drive Rack, Power, Motors and Cabling	\$ 10,000.00	15%	\$ 8,500.00
Audio - Stadium Graduation PA Package - 24 KSL, 12 SL-Sub, 24 V, Drive Rack, Power, Motors and Cabling	\$ 10,000.00	15%	\$ 8,500.00

Package	List	Contract Discount	VASCUPP Price
Lighting - Small Corporate Stage Wash - (2) Leko, Lighting Tree, and Cabling	\$ 120.00	15%	\$ 102.00
Lighting - Small Concert Package - 12 Par cans, Lighting Trees, Console and Cabling	\$ 640.00	15%	\$ 544.00
Lighting - Large Corporate Flown Stage Wash - 12 color wash, Lighting Console, Truss, Rigging, and Cabling	\$ 1,000.00	15%	\$ 850.00
Lighting - Large Corporate Light Show - 4 Intelligent Lights, 12-16 Stage Wash, Rigging, Console and Cabling	\$ 1,560.00	15%	\$ 1,326.00
Lighting - Large Concert Package - Moving lights, Stage Wash, Rigging, Console and Cabling - Tour/Rider friendly	\$ 3,400.00	15%	\$ 2,890.00
Lighting – Pipe and Drape, base, up and cross bar – per foot	\$ 10.00	15%	\$ 8.50

Package	List	Contract Discount	VASCUPP Price
Video - DSMx1 Package - 55" Tv & Stand	\$ 160.00	15%	\$ 136.00
Video - Small/Breakout Corporate Package - Screen, Projector, Cart, Clicker & Cabling	\$ 265.00	15%	\$ 225.25
Video - Basic Video Switching Package - Video Switcher, (4) 3G SDI/HDMI, 24" Monitor and Cabling	\$ 320.00	15%	\$ 272.00
Video - Medium Corporate General Session Package - Screen, Projector, Cart, Laptop, Clicker & Cabling	\$ 920.00	15%	\$ 782.00
Video - Advanced Video Switching Package - 8K Video Switcher, 10	\$ 1,600.00	15%	\$ 1,360.00
Video - Medium Corporate General Session Package - (2) 8'x14' Screens, Projector, Cart, Laptop, Clicker & Cabling	\$ 1,760.00	15%	\$ 1,496.00
Video - Large Corporate General Session Package - (1) 9'x16' Screens, 12k Projector, Cart, Laptop, Clicker & Cabling	\$ 2,640.00	15%	\$ 2,244.00
Video - Large Corporate General Session Package - 2 Screens	\$ 3,200.00	15%	\$ 2,720.00
Video - Corporate LED Video Wall - 14'x8' 3.9 LED, Rigging, Power, and Cabling	\$ 4,520.00	15%	\$ 3,842.00
Video - Corporate LED Video Wall - 16'x9' 3.9 LED, Rigging, Power, and Cabling	\$ 6,480.00	15%	\$ 5,508.00
Video - Large Corporate LED Video Wall - 40'x20' 3.9 LED, Rigging, Power, and Cabling	\$21,765.00	15%	\$18,500.25

Category	Product Name	List	Contract Discount	VASCUPP Price
Audio	PA Strain Relief	1.25	15%	\$ 1.06
Audio	Headphones - Sony	7.50	15%	\$ 6.38
Audio	CZERF CZE-05B FM Transmitter	10.00	15%	\$ 8.50
Audio	Whirlwind AC6-2R - 15A Power Distro	15.00	15%	\$ 12.75
Audio	Rolls HR70 FM Transmitter Kit	22.50	15%	\$ 19.13
Audio	Univox DLS-50 ADA Loop System	25.00	15%	\$ 21.25
Audio	Cross Stage Snake - 12x XLR	35.00	15%	\$ 29.75
Audio	H4N Pro Audio Recorder - Zoom	40.00	15%	\$ 34.00
Audio	H5N Audio Recorder - Zoom	40.00	15%	\$ 34.00
Audio	Timer	45.00	15%	\$ 38.25
Audio	Consumables	50.00	15%	\$ 42.50
Audio	YZ Speaker Timer	55.00	15%	\$ 46.75
Audio	Panasonic KX-TG5561M Telephone System- Digital Hybrid Mixer	125.00	15%	\$ 106.25
Audio	Whirlwind 58-Ch W4 Split	125.00	15%	\$ 106.25
Audio	Williams Sound ADA Receiver (12pack Case w/ Charger & Earpieces)	125.00	15%	\$ 106.25
Audio	Williams Sound ADA Rx/Tx Kit	200.00	15%	\$ 170.00
Audio	DirectOut Maven.a	225.00	15%	\$ 191.25
Audio	Williams Sound ADA FM T55 D Transmitter	250.00	15%	\$ 212.50
Audio	Allen & Heath SQ5	250.00	15%	\$ 212.50
Audio	PA Drive Switch Rack	350.00	15%	\$ 297.50
Audio	Shure P10r+ pack	55.00	15%	\$ 46.75
Audio	Waves Extreme Server Package	100.00	15%	\$ 85.00
Audio	Avid 54x32 Stagerack	100.00	15%	\$ 85.00
Audio	D-Rack - 32x8	100.00	15%	\$ 85.00
Audio	P10R+ Bodypack - PSM 1000 (H22 Band)	130.00	15%	\$ 110.50
Audio	P10R+ Bodypack - PSM 1000 (G10 Band)	130.00	15%	\$ 110.50
Audio	SD Rack - Digico	150.00	15%	\$ 127.50
Audio	PSM 1000 IEM (H22 Band) - Shure	160.00	15%	\$ 136.00
Audio	PSM 1000 IEM (G10 Band) - Shure	160.00	15%	\$ 136.00
Audio	D2 Rack - Digico	250.00	15%	\$ 212.50
Audio	Axient Digital Quad RF Wireless - 4 Chans - Shure	650.00	15%	\$ 552.50

Audio	SD9 Digital Mixing Console - Digico	1,200.00	15%	\$ 1,020.00
Audio	S5000 D-Live Digital Mixing Console - Allen & Heath	1,500.00	15%	\$ 1,275.00
Audio	Avid S6L 24D Mixing Console	1,850.00	15%	\$ 1,572.50
Audio	SD12 Digital Mixing Console - Digico	1,900.00	15%	\$ 1,615.00
Audio	TEST - Avid S6L - 24D Digital Mixing Console	2,000.00	15%	\$ 1,700.00
Audio	SD10 Digital Mixing Console - Digico	2,000.00	15%	\$ 1,700.00
Audio	Quantum 338 Digital Mixing Console - Digico	3,200.00	15%	\$ 2,720.00
Cables	5 Pin-F to 3 Pin-M DMX 1'	1.00	15%	\$ 0.85
Cables	5 Pin-M to 3 Pin-F DMX 1'	1.00	15%	\$ 0.85
Cables	5 Pin Terminator	1.00	15%	\$ 0.85
Cables	AES- 5'	1.00	15%	\$ 0.85
Cables	AES- Jumper	1.00	15%	\$ 0.85
Cables	Cat5- 5'	1.00	15%	\$ 0.85
Cables	Cat5- 10'	1.00	15%	\$ 0.85
Cables	10' Edison - Power Cable	1.00	15%	\$ 0.85
Cables	NL4 1ft Cable (Pin Switch)	1.00	15%	\$ 0.85
Cables	5 Pin DMX- 10'	2.00	15%	\$ 1.70
Cables	AES- 10'	2.00	15%	\$ 1.70
Cables	Cat5- 25'	2.00	15%	\$ 1.70
Cables	Cat5- 35'	3.00	15%	\$ 2.55
Cables	25' Edison - Power Cable	3.00	15%	\$ 2.55
Cables	Edison Tri-Tap	3.00	15%	\$ 2.55
Cables	Edison Power Strip	3.00	15%	\$ 2.55
Cables	HDMI- 10'	3.00	15%	\$ 2.55
Cables	HDMI- < 5'	3.00	15%	\$ 2.55
Cables	NL4- 10'	3.00	15%	\$ 2.55
Cables	NL4- 3' Jumpers	3.00	15%	\$ 2.55
Cables	NL4- 5'	3.00	15%	\$ 2.55
Cables	NL4 Barrel	3.00	15%	\$ 2.55
Cables	SOCA to Edison-F Fan Out , 5'	3.00	15%	\$ 2.55
Cables	SDI- 10'	3.00	15%	\$ 2.55
Cables	Grip Guard Cable Ramp- 3'	5.00	15%	\$ 4.25
Cables	5 Pin DMX- 25'	5.00	15%	\$ 4.25
Cables	5 Pin DMX- 5'	5.00	15%	\$ 4.25
Cables	AES- 25'	5.00	15%	\$ 4.25
Cables	Cat5- 50'	5.00	15%	\$ 4.25
Cables	50' Edison - Power Cable	5.00	15%	\$ 4.25
Cables	HDMI- 25'	5.00	15%	\$ 4.25
Cables	L14-20R to Split L14-20P 2'	5.00	15%	\$ 4.25
Cables	Neutrik Ethercon Cat5 Barrel	5.00	15%	\$ 4.25

Cables	NL4- 25'	5.00	15%	\$ 4.25
Cables	NL4 to NL2 Y Cable	5.00	15%	\$ 4.25
Cables	NL8 Barrel	5.00	15%	\$ 4.25
Cables	SDI- 5'	5.00	15%	\$ 4.25
Cables	SDI- 50'	5.00	15%	\$ 4.25
Cables	5 Pin DMX- 100'	10.00	15%	\$ 8.50
Cables	5 Pin DMX- 50'	10.00	15%	\$ 8.50
Cables	AES- 50'	10.00	15%	\$ 8.50
Cables	Cat5- 100'	10.00	15%	\$ 8.50
Cables	100' Edison - Power Cable	10.00	15%	\$ 8.50
Cables	HDMI- 50'	10.00	15%	\$ 8.50
Cables	L14-20- 50'	10.00	15%	\$ 8.50
Cables	NL4- 50'	10.00	15%	\$ 8.50
Cables	NL8- 25'	10.00	15%	\$ 8.50
Cables	NL8 to NL4 Breakout Box (Pin Switch)	10.00	15%	\$ 8.50
Cables	NL8 to NL4 Breakout Box	10.00	15%	\$ 8.50
Cables	NL8 to NL4 Fanout	10.00	15%	\$ 8.50
Cables	SDI- 25'	10.00	15%	\$ 8.50
Cables	Socapex- 25'	10.00	15%	\$ 8.50
Cables	Socapex- 50'	10.00	15%	\$ 8.50
Cables	SOCA to Edison-F Fan Out , Staggered	10.00	15%	\$ 8.50
Cables	SOCA to Edison-M Fan In 5'	10.00	15%	\$ 8.50
Cables	NLT4- 25'	10.00	15%	\$ 8.50
Cables	NLT4- 50'	10.00	15%	\$ 8.50
Cables	100' Tri Tap - Edison Power Cable	10.00	15%	\$ 8.50
Cables	25' Tri Tap - Edison Power Cable	10.00	15%	\$ 8.50
Cables	15' Tri Tap - Edison Power Cable	10.00	15%	\$ 8.50
Cables	5 Pin DMX- 150'	15.00	15%	\$ 12.75
Cables	AES- 100'	15.00	15%	\$ 12.75
Cables	Cat5- 250'	15.00	15%	\$ 12.75
Cables	L14-20P/L5-20R, Single Phase Motor Cable- 100'	15.00	15%	\$ 12.75
Cables	7-Pin Motor Cable- 50'	15.00	15%	\$ 12.75
Cables	NL4- 100'	15.00	15%	\$ 12.75
Cables	NL8- 50'	15.00	15%	\$ 12.75
Cables	SDI- 100'	15.00	15%	\$ 12.75
Cables	SDI- 150'	15.00	15%	\$ 12.75
Cables	SDI- 200'	15.00	15%	\$ 12.75
Cables	Small Audio Cable Package	15.00	15%	\$ 12.75
Cables	Small Video Cable Package	15.00	15%	\$ 12.75
Cables	Small Lighting Cable Package	15.00	15%	\$ 12.75
Cables	7-Pin Motor Cable- 100'	20.00	15%	\$ 17.00
Cables	NL8- 100'	20.00	15%	\$ 17.00

Cables	SDI- 225'	20.00	15%	\$ 17.00
Cables	SDI- 250'	20.00	15%	\$ 17.00
Cables	Socapex- 100'	20.00	15%	\$ 17.00
Cables	CBI Drop, 8 Ch Sub-Snake, 50'	20.00	15%	\$ 17.00
Cables	LK to NLT4 Fan Out, Straight	20.00	15%	\$ 17.00
Cables	LK to NLT4 Fan Out, Staggered	20.00	15%	\$ 17.00
Cables	LK to NLT8 Fan In	20.00	15%	\$ 17.00
Cables	NLT4- 100'	20.00	15%	\$ 17.00
Cables	Medium Audio Cable Package	25.00	15%	\$ 21.25
Cables	Medium Audio Cable Package	25.00	15%	\$ 21.25
Cables	Medium Lighting Cable Package	25.00	15%	\$ 21.25
Cables	Medium Edison Cable Package	25.00	15%	\$ 21.25
Cables	Indu-Electric North America 136xPOW-SOCA-SOCA Soca to 6x PowerCON	27.50	15%	\$ 23.38
Cables	Cat5- 300'	30.00	15%	\$ 25.50
Cables	Whirlwind W1-F to (8) 5-Pin DMX-M, 300'	30.00	15%	\$ 25.50
Cables	Whirlwind W1-M to (8) 5-Pin DMX-F, 300'	30.00	15%	\$ 25.50
Cables	16 Ch XLR Snake, 200'	30.00	15%	\$ 25.50
Cables	LK Multi- 50'	30.00	15%	\$ 25.50
Cables	PAV Custom FOH Snake L21-30, (3) W1, (2) RJ45, 100-ft	45.00	15%	\$ 38.25
Cables	LK Multi- 100' (Unloomed)	50.00	15%	\$ 42.50
Cables	LK Multi- 100' (Loomed)	60.00	15%	\$ 51.00
Cables	Cat5 Ethercon 300' Dual Loom	75.00	15%	\$ 63.75
Cables	Large Audio Cable Package	100.00	15%	\$ 85.00
Cables	Large Video Cable Package	100.00	15%	\$ 85.00
Cables	Large Lighting Cable Package	100.00	15%	\$ 85.00
Cables	Large Edison Cable Package	100.00	15%	\$ 85.00
Cables	SL-Sub LK Cable Package - d&b audiotechnik	125.00	15%	\$ 106.25
Cables	4 Ch Cat5 Snake- 150'	150.00	15%	\$ 127.50
Cables	200m TAC12 Fiber Reel - Single Mode ST	325.00	15%	\$ 276.25
Cases	Lake LM44 Case	5.00	15%	\$ 4.25
Cases	Case - Soundcraft EPM6	5.00	15%	\$ 4.25
Cases	Atmos Ninja Case	5.00	15%	\$ 4.25
Cases	Mics/Stands/DI's Trunk	150.00	15%	\$ 127.50
Communications	Single Muff Headset - Pro Intercom - SMH310	5.00	15%	\$ 4.25
Communications	Remote Speaker Mic - Biscuit - PMMN4013A - Motorola	5.00	15%	\$ 4.25
Communications	BP1 - Pro Intercom Beltpack	10.00	15%	\$ 8.50

Communications	PS4 - Pro Intercom System Interface	10.00	15%	\$ 8.50
Communications	Pro Intercom LLC DMH320 Double Muff Headset	20.00	15%	\$ 17.00
Misc.	PAV 6' Tables	5.00	15%	\$ 4.25
Misc.	Black Ratchet Strap	5.00	15%	\$ 4.25
Misc.	PAV Tarps Package (Assortment)	10.00	15%	\$ 8.50
Misc.	Cooler w/ Water	10.00	15%	\$ 8.50
Misc.	PAV 10x10 Tent	20.00	15%	\$ 17.00
Misc.	4'x8' Plywood, 0.25"	25.00	15%	\$ 21.25
Misc.	Black Gaff & eTape	30.00	15%	\$ 25.50
Misc.	AV Support Box	400.00	15%	\$ 340.00
Misc.	AV Support Box LARGE	600.00	15%	\$ 510.00
Power	IEC "C13" Power Cable	1.00	15%	\$ 0.85
Power	Honda EU2200i Generator	110.00	15%	\$ 93.50
Rigging	Truss Bolt, Nut, Washers	0.75	15%	\$ 0.64
Rigging	Burlap Sack (Tan)	1.00	15%	\$ 0.85
Rigging	Burlap Sack (Black)	1.00	15%	\$ 0.85
Rigging	Spring clips Large Spring Clip Large Spring Clip	1.00	15%	\$ 0.85
Rigging	Spring clips Small Spring Clip Small Spring Clip	1.00	15%	\$ 0.85
Rigging	Double Cheeseborough (Silver)	2.00	15%	\$ 1.70
Rigging	Half Cheeseborough (Black)	2.00	15%	\$ 1.70
Rigging	Kobalt 300' Tape Measure	2.50	15%	\$ 2.13
Rigging	Dewalt 100' Tape Measure	2.50	15%	\$ 2.13
Rigging	Pulley (Sheave)	5.00	15%	\$ 4.25
Rigging	Rigging Rope 50', Black	5.00	15%	\$ 4.25
Rigging	Deck Chain	10.00	15%	\$ 8.50
Rigging	Motor Control Cable, 50' - Motion Laboratories	13.00	15%	\$ 11.05
Rigging	Aluma-Blok Airwall Hanger 500lbs. Rating	15.00	15%	\$ 12.75
Rigging	Leica TRI120 Tripod	30.00	15%	\$ 25.50
Rigging	Leica DST 360 Adapter	30.00	15%	\$ 25.50
Rigging	Duratruss DT3800-L Light Duty Crank Stand	35.00	15%	\$ 29.75
Rigging	Duratruss DT3900-L Heavy Duty Crank Stand	45.00	15%	\$ 38.25
Rigging	Leica DISTO X4-1 Laser	60.00	15%	\$ 51.00
Rigging	PAV Rigging Package Small	75.00	15%	\$ 63.75
Rigging	Genie Lift SLC24 (Black)	150.00	15%	\$ 127.50
Rigging	Genie Lift SLC24 (Gray)	150.00	15%	\$ 127.50
Rigging	PAV Rigging Package	150.00	15%	\$ 127.50

Rigging	Goal Post Black Base w/ Cheeseboroughs (APG3) - Applied Electronics	950.00	15%	\$ 807.50
Scenery	Lancaster Table and Seating 164RS36BK Staunchion	10.00	15%	\$ 8.50
Scenery	Custom Set	5,000.00	15%	\$ 4,250.00
Staging	Custom Stage with LED Wall Risers	10,000.00	15%	\$ 8,500.00
Video	Hyperdeck Studio HD Plus	300.00	15%	\$ 255.00
Video	Robotic 3 PTZ Camera System	1,000.00	15%	\$ 850.00

Labor- 4 Hour Minimum (Hourly) Up to 10 hours	
Stage Hand/ AVL Tech	\$50.00
Loader	\$50.00
Camera Operator	\$55.00
A1-Lead Audio Tech	\$75.00
V1-Lead Video Tech	\$75.00
L1-Lead Lighting Tech S1-Lead Streaming Tech	\$75.00
Breakout Room Tech /A2, V2, L2, S2	\$55.00
Production Manager	\$125.00
Rigger	\$75.00
<u>Over Time Rates- Billed Per Additional Hour (Hourly) After 10 hours</u> Stage Hand	\$75.00
Loader	\$82.50
Camera Operator	\$112.50
A1-Lead Audio Tech V1-Lead Video Tech	\$112.50 \$112.50
L1-Lead Lighting Tech	\$112.50
S1-Lead Streaming Tech	\$67.50
Breakout Room Tech /A2, V2, L2, S2	\$112.50

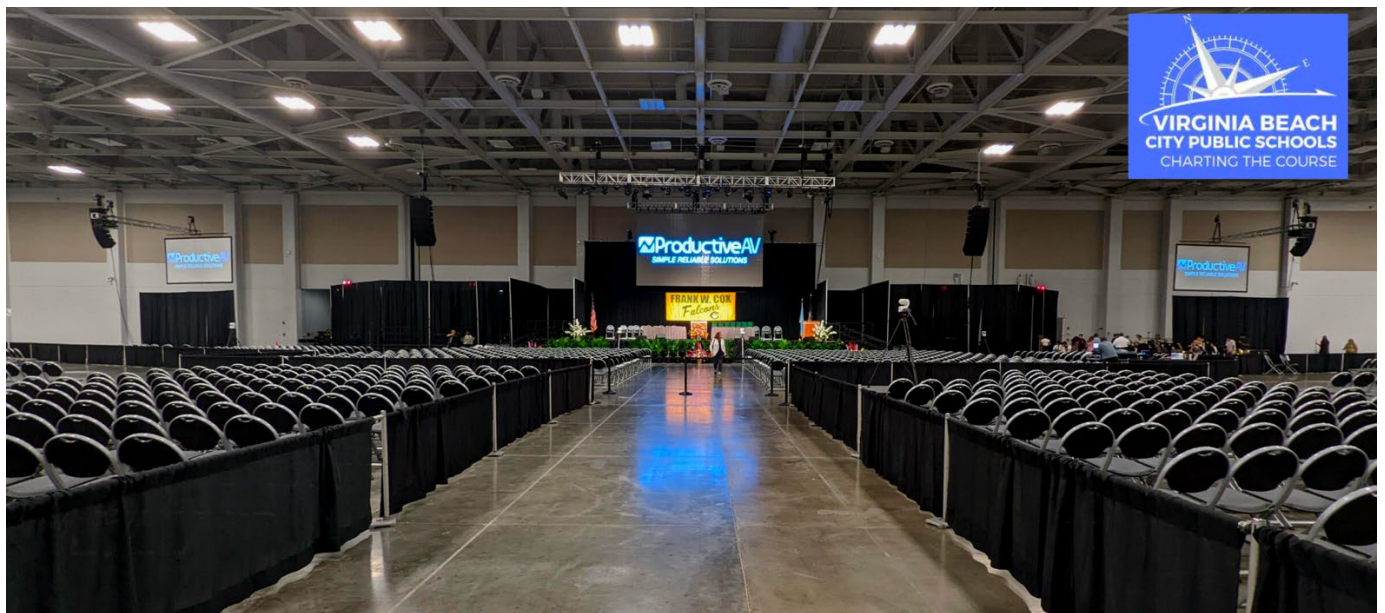
Attachment C: Project Pictures



Anna Julia Child School



Old Dominion University – Graduations



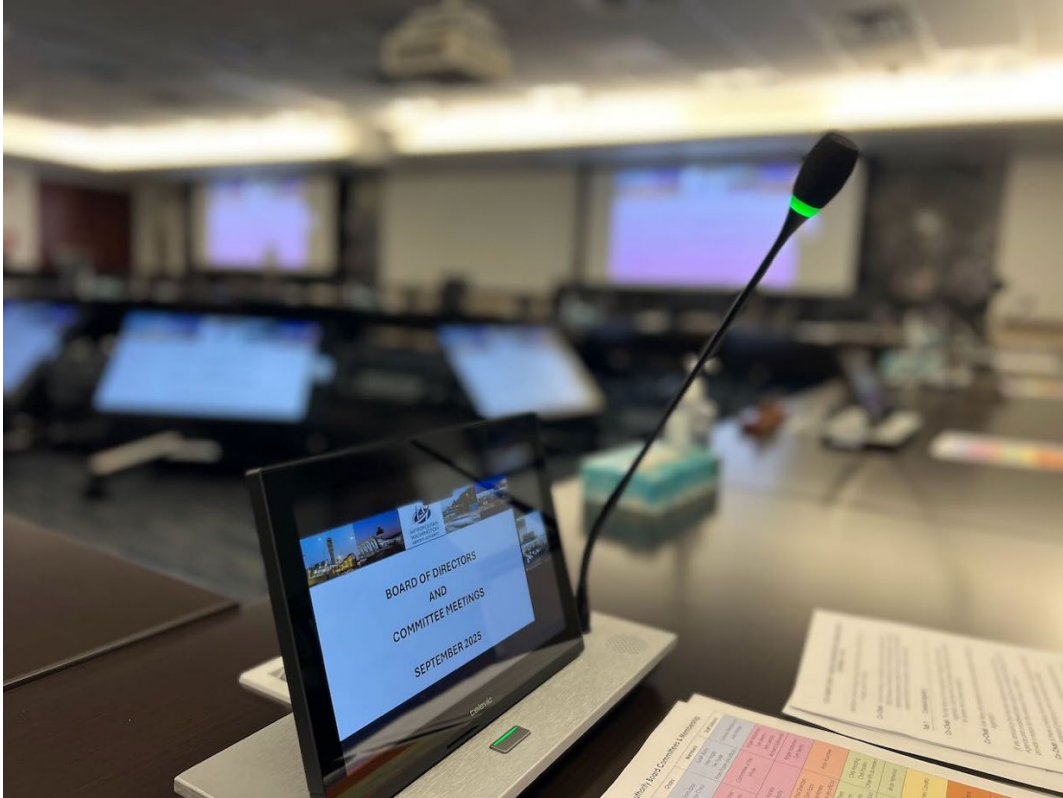
Virginia Beach High School Graduations



Fly Richmond – Richmond International Airport



Haystack



Metropolitan Washington Airport Authority – Board Meeting



Point Break Festival



Iron Blossom Festival



Allianz Amphitheater– Alex Warren

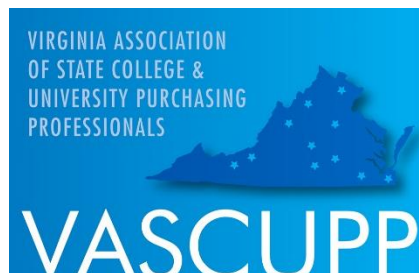


Request for Proposal

RFP# ASF-1245

Audio/Visual Event Rental Services

November 11, 2025



REQUEST FOR PROPOSAL
RFP# ASF-1245

Issue Date: November 11, 2025
Title: Audio/Visual Events Rental Services
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 December 11, 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: Adam Fleming, Buyer Senior, Procurement Services, fleminas@jmu.edu; 540-568-4280; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm: _____
By: _____
(Signature)
Name: _____
(Please Print)
Date: _____ Title: _____
Web Address: _____ Phone: _____
Email: _____ Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

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

REQUEST FOR PROPOSAL

RFP # ASF-1245

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide on-demand Audio Visual 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 nearly 23,000 students and over 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 holds a large array of events, ranging from small dedications to large commencement ceremonies. Homecoming and family weekends, athletic auctions, scholarship dinners, CAA banquets, concerts, luncheon and dinner events are also held at JMU. JMU has approximately 30 major events held on campus every year in addition to many minor events that have less audio/visual needs. The events are held all over campus and are hosted by various departments at JMU. Events may be annual or on a one-time basis. Previous audio/ visual needs include a simple speaker set-up for sound amplification in an outdoor space to an entire ballroom with light and sound requirements.

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 wishes to secure the services of professional audio visual firms with direct experience and expertise in the convention, event, or hospitality industry. The contractor shall furnish all labor, insurance, supervision, equipment, and incidentals necessary to provide audio visual services to the University.

The University anticipates this RFP will result in multiple non-exclusive contract awards. Services will be provided on an on-call, as-needed basis throughout the term of the contract. There is no guarantee of the number of events and/or services required from any vendor(s) awarded a contract as a result of this RFP.

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. The contractor shall develop clear, concise, and professional quality written quotes containing firm pricing for each event for review and acceptance by James Madison University. Upon approval

of the quotation received by the University, an Agency Purchase Order will be issued as authority to proceed with the work. NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED. Contractor shall not perform work or include additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.

James Madison University will not provide labor for the loading and unloading of equipment or any other associated task. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR UTILIZE STUDENT, PAID OR VOLUNTEERS, TO PROVIDE LABOR FOR THE DURATION OF THE CONTRACT TERM. All labor shall be the sole responsibility of the Contractor.

It is the standard practice of the University to be invoiced in full after the services have been provided with no up-front deposit to put down on a project.

Potential Events that would utilize AV Rental Services include (but not limited to):

Commencement and Related Ceremonies
Service Awards Ceremonies
Groundbreakings
Dedications and Inaugurations
Sports Events
Alumni Relations Events
Donor Relations Events
Orientation
Homecoming

Common places on campus to hold events include but are not limited to Wilson Hall, Wilson Quad, Duke Lawn, Soccer Complex, Rose Library Lawn, Convocation Center, Madison Union Ballroom, the Quad, the Commons and the Festival lawn. A map of the University may be found at: <https://www.jmu.edu/map/>.

Offerors shall respond to each of the following:

A. General:

1. All events held at James Madison University are of equal importance. Size of event does not designate significance. Describe ability to provide all audio visual services for the following. Be specific in detailing the event from beginning to end:
 - a. Large arena concerts
 - b. Large scale events (*e.g.: graduations, building dedications, and athletic banquets*)
 - c. Small scale events (*e.g.: presentations and meetings*)
2. 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.
3. Specify the approximate timeframe for individual event proposals to be submitted to JMU after receiving a request.

4. Describe the dress code for event staff. Dress code is subject to approval by James Madison University. All event personnel shall be easily and clearly identified, with the Contractor's name visible at all times. Event personnel shall, upon request, present appropriate identification.
5. Describe in detail warranty given on all equipment and service.
6. Describe in detail cancellation requirements.
7. Identify any certifications and licenses that the contractor and/or employee(s) may currently hold.
8. Describe invoicing procedure. Provide sample invoice with proposal.
9. Describe how scheduling conflicts are handled and how your firm will ensure JMU events are given top priority.

B. Equipment:

1. Describe ability to provide audio visual event services including but not limited to speakers, microphones, audio mixers, screens, projectors, lighting elements and equipment.
2. Describe ability to provide operational support equipment including but not limited to scaffolding, extension cords, connectors, and patch cords.
3. Provide an itemized equipment rental list of all audio visual equipment available and associated cost in section X. Pricing Schedule below. All equipment rented by James Madison University shall be in good working condition and shall conform to any/all established manufacturer/industry standards.
4. Describe plan for delivery, set-up, tear-down and pick-up of equipment. Include the associated cost in section X. Pricing Schedule below.
5. Describe ability to provide external media feeds.

C. Service:

1. Describe the training, expertise, and supervision of personnel employed by the contractor that may be assigned to service James Madison University.
2. Describe consultation and guidance that may be provided to James Madison University in determining audio visual needs for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.
3. Provide an example of a clear and concise written quote for both a small and large event. All event quotes shall state all electrical needs. A diagram or drawing of the event site and equipment layout may be requested on an as needed basis.
4. Provide primary contact for James Madison University audio visual event services. Each event shall have a designated site supervisor responsible for all managerial aspects of the specific site/event. Designated site supervisor shall be provided on each event quote.

5. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.
6. Describe all other services provided and list any associated costs in section X. Pricing Schedule, below.
7. Specify the expertise level and associated hourly rate for onsite technician(s). Provide an hourly rate in section X. Pricing Schedule.

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.f. below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and one (1) copy** 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 Section V.4.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’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. 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	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided

by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based

organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

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

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

- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment

(including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. [**NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.**]

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 SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 (SBSB) 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 SBSB 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 (SBSB) 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 (SBSB)-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. 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.
- S. 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.
- T. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- U. 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.
- V. 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.
- W. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from view of the event area.
- 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. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.
- Y. ELECTRICAL EQUIPMENT STANDARDS: Contractor should make every effort to utilize equipment and material that conforms to the standards of Underwriters Laboratory (UL), and bear the appropriate label.
- Z. EQUIPMENT INSPECTION: Prior to each event, the contractor shall demonstrate to the authorized owners representative that the equipment is fully operational and in compliance with contract specifications. Any deficiencies shall be promptly corrected by the contractor.

- AA. **FORCE MAJEURE:** In no event shall either party be liable to the other for cancellations or postponement of the Agreement (or PO if by Purchase Order) resulting from any cause beyond its control including, but not limited to, governmental orders, regulations, labor strikes, disease, virus, epidemic, pandemic, act of war, or terrorism, acts of God, fires, floods, curtailment of transportation, electrical failure or any event that prohibits attendees being able to attend the event. Notice of cancellation or postponement under this provision shall be received, by the non-cancelling party, within five (5) days of such occurrence. Such cancellation or postponement shall not constitute a breach hereunder and shall not subject either party to any penalties, liquidated damages, or forfeiture of any prepayment. In case of cancellation due to Force Majeure, any and all deposits being held will be promptly refunded.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

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

X. PRICING SCHEDULE

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

Specify any associated charge card processing fees, if applicable, to be billed to the university.

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: PAC Agreement

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

_____ Firm _____ Address _____ Contact Person/No. _____

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

(Form shall be submitted with proposal and if awarded, 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

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

Univer

Zone 6

Virgini

Virgini

Zone 9

Univer

**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 Orr Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

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

SAMPLE

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