



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7399

This contract entered into this 6th day of March 2026, by Future View Productions, 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 11, 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:
By: Sean Harmer (Signature)
Sean Harmer (Printed Name)
Title: Director

PURCHASING AGENCY:
By: Adam Fleming (Signature)
Adam Fleming (Printed Name)
Title: Buyer Senior

1. Pricing shall be in accordance with the final pricing list provided by Future View Productions (*See section 14 subsection D*).
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 that this Negotiation Summary modifies the Contractor's response to RFP# ASF-1245.



JMU - VASCUPP RFP# ASF-1245

AUDIO/VISUAL EVENT RENTAL SERVICES



December 11, 2025

SUBMITTED BY

Future View Productions LLC
3812 West Street,
Hyattsville Maryland 20785

Sean Harmer

Director of Federal Relations
sean.harmer@futureview.com
703-585-7216

SUBMITTED TO

Adam Fleming

Contracting Officer (JMU)
fleminas@jmu.edu

SOLICITATION NUMBER

ASF-1245

COMPANY CODES

UEI RLUDXKW9N317
CAGE 96AT8

CERTIFICATIONS

SWaM Certified (WOSB, EDW)
Economically Disadvantaged
Woman-Owned
Small Business (EDWOSB)

CERTIFIED

SWaM Small,
Women and
Minority-Owned

Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity



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1. Executive Summary

Future View Productions, LLC (FVP) is pleased to submit this proposal for RFP ASF-1245, Audio/Visual Event Rental Services. As a Virginia-based SWaM-Certified Woman-Owned Small Business and SBA-Certified Economically Disadvantaged Woman-Owned Small Business (EDWOSB), Future View is equipped to support James Madison University (JMU) and all VASCUPP institutions with high-quality, reliable, and scalable audiovisual and event production services.

Future View brings extensive experience delivering technical production for government agencies, higher-education institutions, corporations, and large-scale multi-city events. With a fully stocked Virginia warehouse, internal trucking logistics, trained engineering staff, and a robust operational playbook, FVP is prepared to support events of all sizes, from small lectures to major ceremonies.

This proposal outlines Future View’s technical approach, staffing structure, pricing menu, safety practices, and statewide deployment capabilities, fully aligned with the requirements of RFP ASF-1245.



2. Company Overview

Future View Productions is a full-service live event production company offering:

- Audio, video, lighting, LED, and projection systems
- Staging, scenic, drape, rigging, and event infrastructure
- Production management, technical direction, and show calling
- Creative support including graphics and presentation integration
- Warehouse logistics and statewide deployment for higher-education events
- Expertise in ceremonies, commencements, multi-room conferences, and live productions

Future View's staff includes Executive Producers, Senior Producers, Project Managers, Technical Directors, Audio/Video/Lighting Engineers, Camera Operators, LED Technicians, Stagehands, and Logistics Personnel.

3. SWaM & EDWOSB Status

Future View Productions holds the following certifications:

- **SWaM Certification as a Woman-Owned Small Business (WBE)**
- **SBA Certification as an Economically Disadvantaged Woman-Owned Small Business (EDWOSB)**

These certifications provide procurement benefits to James Madison University and all VASCUPP institutions by:

- Supporting state goals for SWaM participation
- Strengthening supplier diversity in higher-education contracting
- Ensuring fully documented, compliant socioeconomic representation
- Offering transparency and accountability in state and federal reporting

Future View maintains all required documentation to support JMU's procurement, reporting, and compliance processes.

4. Understanding of Scope & VASCUPP Requirements

As the issuing agency, James Madison University serves as the lead institution for a cooperative contract available to all members of the Virginia Association of State College & University Purchasing Professionals (VASCUPP). These institutions include:

James Madison University, University of Virginia, Virginia Tech, Virginia Commonwealth University, Old Dominion University, George Mason University, Christopher Newport University,

William & Mary, Longwood University, Radford University, Norfolk State University, and Virginia Military Institute.

Future View understands that audiovisual and event rental services under this contract will include support for:

- Academic lectures and presentations
- Commencements and convocations
- Special ceremonies and dedications
- Multi-room conferences and symposiums
- Student-life and athletic events
- Outdoor and indoor productions
- Concerts, performances, and campus-wide gatherings

Future View is fully prepared to support the cooperative nature of this contract, delivering consistent pricing, quality, and service to all VASCUPP institutions.

5. Technical Approach

5.1 Pre-Production & Planning

Future View assigns a dedicated Project Manager for each event to coordinate:

- Site visits and space assessments
- CAD diagrams, layouts, and schematics
- Audio coverage, lighting design, and projection analysis
- Run-of-show development and technical documentation
- ADA accommodations and accessibility planning
- Coordination with campus operations, IT, safety, and facilities teams

5.2 LOGISTICS, DELIVERY & SETUP

- Deployment from Future View's fully stocked Virginia warehouse
- Internal trucking fleet for reliable delivery
- Redundant equipment traveling to every event
- On-time load-in with trained technical staff
- Structured cable management and equipment layout

5.3 EVENT OPERATION

- Professional engineers assigned by discipline

-
- Cue-based show management and technical direction
 - Real-time signal monitoring and troubleshooting
 - Safe operation of audio, video, lighting, staging, and rigging systems

5.4 STRIKE & POST-EVENT SERVICES

- Efficient teardown and venue restoration
- Equipment reconciliation and quality control
- Post-event debriefs and documentation upon request

6. EVENT SUPPORT REQUIREMENTS

SECTION A – GENERAL

A.1 – Ability to Support Events of All Sizes

JMU has stated that **all events—regardless of size—are equally important**. Future View fully embraces this standard. The following describes, in detail, Future View’s ability to support large arena concerts, large-scale ceremonial events, and small-scale meetings, from beginning to end.

A.1(a) Large Arena Concerts – Beginning-to-End Process

Future View provides full production support for arena concerts requiring advanced audio, lighting, staging, rigging, video, LED display, and backstage coordination.

Planning and Design

- Onsite assessment of rigging points, acoustics, power availability, and audience configuration
- Full technical design including PA coverage modeling, lighting plots, LED layouts, stage design, crew plan, and safety plan
- Coordination with touring artists, university staff, and venue management

Load-In and Setup

- Certified riggers install trussing, motors, and flown systems
- Setup of line-array PA systems, digital consoles, wireless systems, backline integration
- Installation of intelligent lighting, effects lighting, LED walls, IMAG systems, and control networks
- Signal testing, frequency coordination, show programming, and redundancy checks

Show Operation

- FOH audio engineer, monitor engineer, lighting director, video crew, and stage manager
- Cue calling, set transitions, VIP management, and backstage operations

Strike and Load-Out

- Safe, efficient removal of all equipment
- Venue returned to original condition
- Post-event reporting and optional media delivery

Future View is fully equipped to handle concerts requiring high-output systems, national-level talent support, and complex cueing environments.

A.1(b) Large-Scale Events (Graduations, Dedications, Athletic Banquets)

Future View's experience with university clients—including Virginia Tech, George Mason University, the University of Virginia, and others—positions the team to deliver reliable execution for milestone events.

Planning and Coordination

- Early-stage consultation to understand the program sequence, speaker needs, staging requirements, ADA considerations, and power distribution
- Technical specification of PA systems, high-brightness projection or LED walls, cameras, streaming/recording components, and lighting appropriate for ceremonies

Setup and Testing

- Delivery and installation of staging, lecterns, microphones, PA coverage, screens or LED walls, graphics playback, confidence monitors, and press feeds
- System testing and rehearsals to ensure seamless transitions

Event Operation

- Designated site supervisor
- Fully staffed technical crew
- Redundant systems for critical program moments

Strike

- Venue cleanup and prompt removal with minimal campus disruption

A.1(c) Small-Scale Events (Meetings, Presentations)

For smaller events, Future View provides rapid-deploy AV kits and streamlined support.

Capabilities include:

- Wireless microphones and compact PA systems
- Projection or display systems
- Laptops, adapters, and playback devices
- Recording or hybrid meeting support
- Same-day or next-day delivery and setup

Small events receive the same professional attention as large ceremonies, ensuring consistent quality across campus.

A.2 – Unanticipated / Short-Notice Events

Future View maintains:

- A fully stocked warehouse in Virginia
- Company-owned trucks for immediate mobilization
- Pre-built equipment packages for fast deployment
- A rotating on-call operations team
- Redundant staffing across disciplines

Typical turnaround:

- Small events: **24–48 hours**
- Medium events: **5 days**
- Large events: **1 week – 1 month depending on scale and scope**
- Emergency requests: activated within **hours**, depending on scope

This ensures JMU can rely on Future View for last-minute events, urgent press conferences, VIP visits, and weather-related changes.

A.3 – Timeframe for Submitting Individual Event Proposals

Future View delivers proposals within:

- **24 hours** for standard events
- **48 hours** for complex, multi-room or multi-day events
- **4–6 hours** for urgent requests

A.4 – Dress Code and Identification

Future View personnel follow a professional and consistent appearance standard.

Dress Code:

- Black polo or button-down
- Black pants
- Closed-toe black shoes

Identification:

- Visible Future View badge
- Additional ID available upon request
- Branded apparel upon request for high-profile events

A.5 – Warranty on All Equipment and Service

Future View warranties all equipment provided to JMU as follows:

- All equipment is maintained to manufacturer standards
- Equipment is fully tested before deployment
- Immediate no-cost replacement for malfunctioning gear
- Onsite spares provided for critical systems
- All workmanship and configuration is warranted for the duration of the event

A.6 – Cancellation Requirements

Future View proposes:

- **1 week before event:** No charge
- **24–72 hours:** Labor charges only
- **Under 24 hours:** Labor + 25% of equipment
- **After load-in begins:** Full labor + equipment day rate

Future View is willing to adjust this structure based on JMU's preference.

A.7 – Certifications and Licenses

Personnel certifications include:

- OSHA 10 / OSHA 30

-
- Dante Level 1–3
 - ETCP-trained rigging personnel
 - Q-Sys Level 1
 - Barco Event Master (E2)
 - Crestron authorized coursework
 - LED wall and lighting manufacturer certifications

Company certifications:

- **SWaM – Woman-Owned Small Business**
- **EDWOSB – SBA Economically Disadvantaged Woman-Owned Small Business**

A.8 – Invoicing Procedure + Sample Invoice

Procedure:

Future View invoices after each event and provides:

- Itemized equipment rates
- Itemized labor charges with hours
- Delivery/setup/strike fees
- Any applicable discounts
- Payment terms compliant with Commonwealth Prompt Pay Act

A.9 – Scheduling Conflicts and Priority for JMU

Future View guarantees JMU top priority by:

- Reserving inventory specifically for contracted institutions
- Assigning a dedicated account manager and project scheduler
- Maintaining cross-trained crews to scale quickly
- Using a centralized scheduling system to avoid conflicts
- Maintaining backup equipment and staff availability for overlapping events

SECTION B – EQUIPMENT

B.1 – AV EQUIPMENT CAPABILITIES

Future View provides:

- Speakers (line array & point source)
- Digital audio consoles

-
- Wired & wireless microphones
 - Projectors & displays
 - LED video walls
 - Stage lighting & effects lighting
 - Camera systems
 - Hybrid/streaming gear
 - Comms systems

All equipment is maintained to professional standards and regularly tested.

B.2 – Operational Support Equipment

Includes:

- Scaffolding & risers
 - Cable ramps & cable management
 - Power distribution
 - Extension cords, adapters, patching equipment
 - Signal converters (SDI/HDMI/Dante/analog)
-

B.3 – Itemized Equipment Rental List

Insert Appendix A equipment list and pricing as required.

B.4 – Delivery, Setup, Teardown, Pickup

Future View’s logistics workflow:

- **Delivery:** Company-owned trucks with scheduled arrivals
- **Setup:** Certified technicians install and test all systems
- **Operation:** Staffed as needed or available on call
- **Teardown:** Clean, efficient removal
- **Pickup:** Post-event verification

Associated costs appear in **Section X – Pricing Schedule**.

B.5 – Ability to Provide External Media Feeds

Future View supports:

- Press audio feeds
 - Camera ISO feeds
 - Program feeds
 - Streaming outputs
 - Multichannel audio (Dante, analog, or mixed)
-

SECTION C – SERVICE

C.1 – TRAINING, EXPERTISE, SUPERVISION

Every event receives:

- A designated **Site Supervisor**
 - Skilled technicians assigned to audio, video, lighting, or staging roles
 - Safety-trained crew members
 - Cross-trained staff to ensure redundancy
-

C.2 – Consultation, Guidance, and Site Visits

Future View provides:

- Pre-event planning sessions
 - Onsite walkthroughs
 - Equipment recommendations
 - Technical drawings or layouts when needed
 - Support selecting ideal spaces for event requirements
-

C.3 – Example Quotes for Small & Large Events

Insert sample small event quote

Insert sample large event quote (with electrical needs)

Insert optional diagram

C.4 – Primary Contact and Site Supervisor

Primary Contact for JMU:

Insert name, title, phone, email

Each event quote will identify the assigned **Site Supervisor**, who holds responsibility for:

- Crew management
 - Technical coordination
 - Communication with JMU staff
 - Event execution
-

C.5 – Replacement of Malfunctioning Equipment & Discounts

Future View immediately replaces any non-conforming equipment at no cost.

If malfunction causes delay or inconvenience, JMU receives:

- A proportional discount
 - Labor adjustments when appropriate
 - A written incident resolution summary
-

C.6 – Other Services Provided

Insert any additional offerings, such as scenic, décor, generator rental, aerial lighting, etc., along with pricing in Section X.

C.7 – Onsite Technician Expertise Levels & Hourly Rates

Hourly rates appear in **Section X – Pricing** and correspond to:

- Lead / Site Supervisor
 - Audio Engineer
 - Video Engineer
 - Lighting Technician
 - Stagehands
-

SECTION D – COMPLIANCE STATEMENTS

Insurance Compliance

Future View Productions maintains insurance coverage that meets or exceeds all requirements outlined in RFP ASF-1245 and the Commonwealth of Virginia. Certificates will be provided upon request or prior to award.

SWaM Compliance

Future View Productions is a **SWaM-certified Woman-Owned Small Business**, certification #836590 and is registered in the Commonwealth’s SWaM directory.

Federal Certification

Future View Productions is **SBA-certified EDWOSB**.

7. Safety, Risk Management & Compliance

Future View adheres to strict safety and operational standards:

- Rigging services performed by qualified personnel
- OSHA-aligned load-in/load-out procedures
- Electrical distribution designed to meet safe amperage loads
- Redundant systems for mission-critical roles (projection, audio, playback)
- Cable ramps, ADA pathways, and protective flooring where required
- Equipment maintenance logs and inspection procedures
- Insurance coverage meeting or exceeding contract requirements

8. Warehouse, Inventory & Statewide Deployment

Future View operates a fully equipped warehouse stocked with:

Audio Systems

Digital consoles, wireless microphones, loudspeakers, digital snakes, Dante networking.

Video Systems

4K/HD projectors, LED wall panels, switching systems, camera packages, playback devices.

Lighting Systems

LED fixtures, moving lights, architectural lighting, control consoles.

Staging & Rigging

Decks, stairs, railings, truss, motors, rigging hardware, pipe and drape.

Logistics Infrastructure

- Box trucks and Sprinter vans
- Barcoded inventory tracking
- Redundant equipment for critical systems
- Rapid statewide deployment capability

9. Staffing Structure

Personnel assigned based on event requirements may include:

- Project Manager
- Technical Director
- Audio Engineer (A1)
- Audio Technician (A2)
- Video Engineer (V1)
- Video Technician (V2)
- Lighting Director (L1)
- Lighting Technician (L2)
- Camera Operators
- LED Technicians
- Stagehands
- Riggers

All staff maintain training in safety protocols, customer service, and technical operations.

10. Pricing Menu

10.1 LABOR RATES

Role	Rate
Project Manager	\$85/hr
Technical Director	\$95/hr
Audio Engineer (A1)	\$85/hr
Audio Technician (A2)	\$60/hr
Video Engineer (V1)	\$90/hr
Video Technician (V2)	\$75/hr
Lighting Director (L1)	\$90/hr
Lighting Technician (L2)	\$60/hr
Camera Operator	\$65/hr
Stagehand	\$50/hr
Rigger	\$110/hr

10.2 EQUIPMENT MENU (ABRIDGED)

Audio

- Wireless Microphone — \$55/day
- Powered Speaker — \$65/day
- Digital Console — \$350–\$950/day
- Line Array Speaker — \$95/box/day

Video

- 4K Laser Projector — \$850/day
- LED Wall Panel — \$55/panel/day
- Video Switcher — \$600–\$1,200/day
- Camera Package — \$450–\$750/day

Lighting

- LED Wash Fixture — \$45/day
- Moving Head Fixture — \$95/day
- Lighting Console — \$350/day

Staging

- 4' x 8' Decks — \$45/day
- Rails / Steps — \$20–\$45/day
- Pipe & Drape — \$15/linear foot

10.3 SAMPLE EVENT PACKAGES

Lecture Package — \$1,800

Speakers, microphones, projection, technician support.

Ceremony Package — \$15,000

Audio, lighting, projection, staging, crew.

Commencement Package — \$30,500+

Large-scale audio, studio-quality multi-camera, LED/projection, rigging, full crew.

11. Value to JMU & VASCUPP

Future View provides:

- Reliable, engineered audiovisual solutions
- Consistent service across all VASCUPP institutions
- Statewide deployment, logistics, and warehousing
- Clear communication and professional staffing
- Safety-focused operations



12. REFERENCES & PAST PERFORMANCE

Each of these events had similar requirements (in size, scope, and complexity) or requirements exceeding your request. You will see that our event portfolio demonstrates our ability to provide the appropriate level of service and support for the highest visibility events.

VIRGINIA TECH GRAND OPENING CEREMONY WITH GOVENOR YOUNGKIN

Dollar value: \$177,000
 Point-of-contact Name: Elizabeth Allard
 Email address: eallard@abondevent.com
 Period of performance: March 2025



Future View Productions provided full audiovisual and event-production support for the grand opening of Virginia Tech’s new Innovation Campus in Alexandria—a major commissioning event for a Virginia state university and a highly visible milestone attended by more than 1,000 guests, including the Governor of Virginia, U.S. Senators, and university leadership.

We delivered all AV systems, staging, LED walls, lighting, tenting, and technical crew required for the ceremony. Our team engineered and operated all production elements, ensuring clear sound, clean visuals, and a polished experience for both VIP speakers and public attendees. The event’s scale, visibility, and institutional importance required dependable systems, precise technical coordination, and a professional on-site crew—all of which we provided seamlessly.

This successful partnership with a leading Virginia university demonstrates Future View's capability to support large, complex campus events and high-profile institutional ceremonies—directly aligned with the needs outlined in this RFP.

**Department of Veterans Affairs (VA) and Department of Defense (DoD)
Suicide Prevention Conference (2024) in Portland, OR**

Contract number: 36C77624P0054
Dollar value: \$499,660
Point-of-contact Name: Susie Riedthaler
Telephone: 801-560-4067
Email address: Susie.riedthaler@va.gov
Period of performance: July 2024



The VA and DoD required comprehensive AV and Conference services for a very large conference at the Oregon Convention Center with 2,500 participants across multiple meeting rooms. We provided change management free of charge, all necessary AV equipment service, including set-up, day-to-day system support, and tear-down of the equipment. Our services covered 23 plenary and breakout rooms and 7 additional rooms, ensuring seamless audiovisual experiences for all sessions. We included all associated costs in our pricing, such as loading dock fees, holding fees, on-site connectivity, rigging and power and coordination with the facility's in-house AV team. Our meticulous planning and execution ensured the conference ran smoothly, providing reliable and high-quality support for all. The VA's requirements were fully met, with all sessions benefiting from seamless AV integration. Our demonstrated experience in managing large-scale events contributed to the overall success of the conference, showcasing our capability to deliver exceptional service in complex hybrid conferences was successfully conducted.

Department of Veterans Affairs – 78th VAVS National Advisory Committee Conference in St. Louis, MO (2024)

Contract number: 36C77624P0053

Dollar value: \$40,329.20

Point-of-contact Name: Mr. Timothy Williford

Telephone: 501-218-4951

Email address: Timothy.williford2@va.gov

Period of performance: May 2024



The Department of Veterans Affairs (DVA) requires audio visual (AV) equipment and related services only for the meeting space at the Hyatt Regency St. Louis at the Arch, St. Louis, MO. Contractor shall provide the audio-visual equipment and related services for the meeting space to be held May 13-16, 2024 for approximately 280 attendees. Our team provided AV support (equipment, expertise, labor, and program management) for 1 General Session room, 4 Breakout rooms, and 2 other rooms. Future View established communication with the VA and venue staff and provided a fantastic event. This is yet another, in a long line of, successful events where we are able to support the VA.

Department of Veterans Affairs (VA) HUD VASH Conference (2023) in Atlanta, GA

Contract number: 36C77624P0002

Dollar value: \$25,836.98

Point-of-contact Name: Susie Riedthaler

Telephone: 801-560-4067

Email address: Susie.riedthaler@va.gov

Period of performance: December 2023



The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HUD's Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs), community-based outreach clinics (CBOCs), through VA contractors, or through other VA designated entities. Since 2008, over 100,000 housing vouchers have been issued. Our

role for this event was to support an in-person multi-day conference combining leadership from the Dallas, TX and Atlanta, GA VA offices. We worked with multiple VA personnel and other contracted employees. Conference deliverables included one General Session, 7 Breakout rooms, and two Auxiliary rooms. Future View provided full event production, audiovisual support, lighting, stage management, virtual connections, and a post-event review. Our staff supported numerous unplanned asks and delivered a perfect event. Its, Mr. Josh, Jacobs, and the Under Secretary of Memorial Affairs, Mr. Matthew Quinn. Additionally, senior leaders from VA Hospitals from across the country.

Department of Veterans Affairs (VA) Customer Experience Symposium (2023) in Washington, DC

Contract number: 36C77623P0128
Dollar value: \$138,563.13
Point-of-contact Name: Madelyn Phillips
Telephone: 501-257-4197
Email address: Madelyn.Phillips@va.gov
Period of performance: September 2023



A hybrid conference was successfully conducted, accommodating more than 500 in-person attendees and engaging over 1,800 virtual participants. Our services included a general session area, six breakout rooms, two concurrent live streams, and the recording of all sessions and presentations.

We collaborated closely with the VA event management team, VA broadcast team, and hotel staff to ensure the event's success. Additionally, Future View provided supplementary services such as uplighting, extra laptops, and additional equipment to support emerging requirements. The event was executed with excellence, meeting and surpassing expectations, and delivering a remarkable experience to both in-person and virtual attendees, while maintaining professionalism and technical proficiency.

Department of Veterans Affairs (VA) Leadership Summit (2023)

Contract number: 36C77623P0091
Dollar value: \$112,948.08
Point-of-contact Name: Madelyn Phillips
Telephone: 501-257-4197
Email address: Madelyn.Phillips@va.gov
Period of performance: June 2023



In-Person multi-day Conference combining the multiple departments within the Veterans Health Administration. We worked with multiple VA project managers to synchronize a fluid agenda with a professional event. Conference deliverables included one General Session, 12 Breakout rooms, and four other rooms. We supported in-person and virtual presentations. Future View provided full event production, audiovisual support, lighting, stage management, virtual connections, and a post-event review. Our staff supported numerous VIPs such as the Secretary of VA, The Honorable Denis Richard McDonough, the Under Secretary of Health, Dr. Shareef Elnahal, the Under Secretary for benefits, Mr. Josh, Jacobs, and the Under Secretary of Memorial Affairs, Mr. Matthew Quinn. Additionally, senior leaders from VA Hospitals from across the country.

ADDITIONAL LIVE EVENTS SAMPLES:

IMAGIN DRAGONS - 2023 AMPITHEATER PERFORMNANCE

AUDIENCE: 6,800

SERVICES: Audio, Multimedia, Broadcast



RALLY TO RESTORE SANITY w/ Jon Stewart

DC NATIONAL MALL OUTDOOR / LAWN

AUDIENCE: 210,000

SERVICES: Audio, Video, Staging



13. WHY FUTURE VIEW PRODUCTIONS?

Future View brings a combination of technical precision, logistical strength, and dependable execution to every event we support. Our team approaches each program with the right balance of engineering discipline and practical problem-solving—focused on delivering clean, reliable, and professional results for campus stakeholders.

This contract aligns directly with the type of work we excel at: multi-room academic programs, ceremonies, conferences, outdoor events, and high-visibility institutional gatherings. Whether supporting a single lecture or a large commencement environment, we ensure that audiovisual systems are engineered correctly, equipment is delivered and operated by trained technicians, and every detail is handled with care.

What we deliver is consistent and straightforward: dependable systems, skilled engineers and technicians, clear communication, and an event experience that reflects well on JMU and every VASCUPP institution we support.

We value the opportunity to partner with James Madison University as the lead agency and to extend this support across the Commonwealth through VASCUPP. Our team is ready to provide the technical depth, steady execution, and thoughtful planning needed to ensure your events run seamlessly from start to finish.

Warmest regards,



Sean Harmer

Director, Future View Productions

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:

Future View Production LLC

3812 West Street, Hyattsville Maryland 20785

By: Sean Harmer
(Signature)

Name: Sean Harmer
(Please Print)

Date: 03/06/2026

Title: Director

Web Address: futureview.com

Phone: 703-585-7216

Email: sean.harmer@futureview.com

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.

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 49 Months 2

- 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 #
Department of Education	3+	PATRICK JONES - 202-245-0644	
Veterans Affairs	3+	Susie Riedthaler - 801-560-4067	
BOND EVENTS	10+	Elizabeth Allard - eallard@abondevent.com	
SAFE SUMMIT	3+	Bridget Chisholm - 202.618.0831	
Jack Morton Global	10+	J. Kent - Available upon request	

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

Future View Productions LLC

3812 West Street, Hyattsville Maryland 20785

- 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: Future View Production LLC Preparer Name: Sean Harmer

Date: 12/ 11/ 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: 836590 Certification date: Nov 14, 2025

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

If yes, certification number: 836590 Certification date: Nov 14, 2025

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDD 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:

Future View Production LLC
 Firm

3812 West Street, Hyattsville Maryland 20785
 Address

Sean Harmer 7035857216
 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)
N/A					

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

RETURN OF THIS PAGE IS REQUIRED



4301 Mountain Rd Unit 1424
 Pasadena, MD 21123
 Phone: (202) 882-7400

Large Event Sample Quote

Number: 26-0039

Name: SAMPLE 4 Day LARGE EVENT 5000 Person

PO:

Client:
 TBD INFO REQUIRED

Show Start: 1/1/2026 9:00 AM

Show End: 1/1/2026 5:30 PM

Deposit Due: \$356,609.53

Due Date: 12/18/2025

Valid Until: 12/10/2025

Qty	Time	Item Description	Details
-----	------	------------------	---------

VIDEO - LED

		(2) - 180' LED Walls	
12	1	NovaPro UHD Jr 4K Controller/ LED Wall Processor	
560	1	ROE 1.5 Pitch - 500mm x 1000mm	
1	1	Lenovo 16" Legion 5i Pro Laptop i7 - 16 In.	
3	1	LED Wall Vacuum	
1	1	LARGE LED POWER PACKAGE	
1	1	Socapex Power Package	

VIDEO - LED Total: 248,000.00

VIDEO - ENGINEERING AND CAMERAS

1	1	Analog Way Aquilon Rack	
1	1	Aquilon Expansion Unit	
1	1	AW Shotbox T-Bar Kit	
6	1	LG Gaming Monitor Kit - 24IN.	
1	1	Atem Television Studio Pro 4K Kit - 25IN. Case	
1	1	Stream Deck - 5x3	
1	1	Blackmagic Hyperdeck Record Rack	Contents: (4) Hyperdeck Pro Units, (1) Transfer Dock
2	1	Client Drive - 2TB	
1	1	Senal SMH Headphones	
1	1	Video Engineering Rack (Black)	
1	1	Quikbalance Camera White Balance Screen	
2	1	Sony HSC-100R w/ 42x Lens Kit	
2	1	Stage Deck (4FT x 4FT) - 16IN - 24IN H	
2	1	Stage Skirt (Black) - 24IN H x 16FT W	
1	1	Director Chair (Black) - 2.5ft	
1	1	SDI Cable Package	
1	1	Medium Control Package - up to 6 Laptop & Camera	
1	1	LinkSys AC1900 4-port Router - 1 Gbps	includes: 3 antennas 1 Linksys router box 1 Power supply

VIDEO - ENGINEERING AND 45,995.00

VIDEO - MONITORING

DSM

Qty	Time	Item Description	Details
6	1	LG 4K 65UP76 TV Kit - 65IN. Backstage and Greenroom	
2	1	LG 4K 65UP76 TV Kit - 65IN. FOH & Control	
2	1	Acer LED Monitor - 27"	

VIDEO - MONITORING Total: 13,330.00

GFX and PRESENTATION SUPPORT

2	1	Media Server	
2	1	Apple MacBook Pro - Mitti	
4	1	Dell G15 Gaming Laptop - 15IN.	
2	1	Dsan Speaker Timer Kit	
1	1	Perfect Cue Light Kit	
1	1	PreProduction Graphic Design 1/1/2026 8:00 AM - 1/2/2026 6:00 PM	

GFX and PRESENTATION SUPPORT 13,400.00

AUDIO

1	1	L'Acoustic General Session Audio Package	
1	1	Yamaha DM7 - EX Digital Console	
1	1	DZ FOH Rack	
1	1	Console Support Rack - RIO, Mac Studio, Macbook Pro, Cable Package, Axis One Server	
1	1	VOG Microphone	
16	1	Direct Box Package	
16	1	Shure Axient Digital Wireless Microphone Package	
1	1	AD600 Shure Axient Support Package - Spectrum Manager, Fins, Bandpass Filter, Diversity Fin	
1	1	Complete Audio Signal & Power Cable Package as needed	
1	1	Speaker, Mic, Presenter, and Table stand Package as needed.	
1	1	Indu-Electric Power Distribution	
10	1	Clear Com Freespeak II Comm System - Wireless	
1	1	Audio Workbox	

AUDIO Total: 58,000.00

LIGHTING

1	1	Large GS Lighting Package	
1	1	Grand MA2 Lighting Console	
1	1	Power & Signal Package	
80	1	Lustr 2 - LED Elipsodial	
60	1	Sixpar300 - LED Instrument	
82	1	Robe Robin ESprite	
80	1	LED Beam 150	
80	1	Robe Led Beam 150 Flying Bracket	
80	1	Trigger Clamp Black	
80	1	L6-20 to Powercon - Short	

Qty	Time	Item Description	Details
			LIGHTING Total: 102,240.00
SCENIC AND DRAPE			
1	1	Roll of Duvetyne (Black) - 75FT	
80	1	Speaker Ready Room Drape - 8' Black Velour - Linear Ft	
1	1	Drape Kit	
8	1	Drape Base Plate - 15IN. W x 15IN. L	
1	1	Tech Drape Package	
6	1	Drape Crossbar - 7FT - 12FT	
24	1	14oz Black Velour Tech Drape - 6FT H x 5FT W	
8	1	Drape Upright - 4FT - 6FT	
400	1	400' 22' H Grey velour drape, mix of tie off and ground supported	
4	1	LED Exit Sign	
			SCENIC AND DRAPE Total: 30,616.00
POWER AND MISC			
1	1	Motion Labs LED Socapex Distro System	
1	1	Standard Power Package - 2500 FT	
24	1	Cable Ramp - Yellow and Black	
1	1	Extendable Ladder - 16Ft. A-Frame	
1	1	Tech Kit - Large	
			POWER AND MISC Total: 3,720.00
LABOR			
1	9	Project Manager II	Load In, Setup
1		Video Engineer	Setup, Rehearsal, Operate, Load Out
1	3	LED Wall Technician	Load In, Setup, Strike
1		Graphic Designer	Load In, Setup, Rehearsal, Operate, Strike, Load Out
1		Camera Operator I	Load In, Setup, Rehearsal, Operate, Load Out, Strike
1	4	Camera Operator I	Load In, Setup, Rehearsal, Operate, Strike, Load Out
1		Lighting Designer	Load In, Setup, Rehearsal, Operate, Load Out, Strike
1		Audio Engineer	Load In, Setup, Rehearsal, Operate, Load Out, Strike
6	2	Stagehand	Load In, Setup, Strike, Load Out
			LABOR Total: 54,600.00
Trucking			
2		Pickup/Delivery	Load In, Load Out
			Trucking Total: 2,000.00
Stage Lit Backdrop Rental			
1	1	LED & Eye Candy Backdrop Rental	
			Stage Lit Backdrop Rental Total: 18,000.00
Special Effects Experience for Celebrity			
1	1	Full Stage Spark Experience for Celebrity Performer	
1	1	Full Stage Cryo Experience for Celebrity Performer	
1	1	Full Set Pyro Experience for Celebrity Performer	
			Special Effects Experience for 90,000.00

SAMPLE EVENT & VIRTUAL RATES

LABOR / CREW

Live Event Concept/Design & Project Management	Cost
Pre Production	Day Rate
Senior Producer	\$ 1,500.00
Content Producer	\$ 1,200.00
Associate Producer	\$ 850.00
Technical Director	\$ 1,200.00
Production Coordinator	\$ 750.00
Project Management Total:	

Virtual Platform Concept/Design & Project Management	Cost
Platform Updates	Day Rate
Digital Producer	\$ 1,200.00
Developer	\$ 900.00
Graphic Designer	\$ 900.00
Art Director	\$ 1,100.00
Microsite Development & Build Total:	

Content Creation	Cost
Graphics Support Package (Slates, Lower Thirds, Etc.)	Day Rate
Creative Producer	\$ 1,500.00
Art Director	\$ 1,000.00
Graphic Designer	\$ 700.00
Motion Graphic Designer	\$ 850.00
Post Record Production	
Content Producer	\$ 1,200.00
Senior Video Editor	\$ 1,000.00
Digital Producer	\$ 1,500.00

Hybrid Show Production	Cost
General Session - Up to 1000 In Person (1 Day Event)	
Staffing	Day Rate
Event Producer	\$ 1,500.00
Associate Producer	\$ 850.00
Technical Director	\$ 1,200.00
Production Coordinator	\$ 750.00
Graphic Operator	\$ 750.00
Video Engineer (E1)	\$ 850.00
Audio Engineer (A1)	\$ 850.00
Audio Assistant (A2)	\$ 750.00
Camera Operator	\$ 750.00
Projectionist	\$ 750.00
Web Technician	\$ 800.00

Show Caller	\$	950.00
Lighting		
Lighting Tech	\$	950.00
Leko: Long throw	\$	125.00
Par 56/64	\$	40.00
Lighting Console: Mid-Size for Conventionals	\$	220.00
Dimmer Rack: 24x 2.4k	\$	400.00
Distro: 208v 24 Circuit	\$	250.00
Feeder Cable Pkg: 100' Runs (per Distro/Rack)	\$	50.00
12" Box Truss - 10'	\$	50.00
12" Box Truss - 2' -5'	\$	30.00
Truss Base - 24	\$	45.00
Cheesboro	\$	10.00
Sand Bag - 25 lb.	\$	15.00
Staging		
Stagehands	\$	500.00
16ft Pipe & Drape Per linear Ft.	\$	15.00
Duvelyn	\$	185.00
Staging: 4'x 8' Deck	\$	85.00
Staging: Adjustable Step Unit 2ft - 3ft	\$	50.00
Staging: 24 x 14 skirting. Per linear ft.	\$	9.00
Trucking/Shipping of Above	\$	950.00
Video		
Video Engineer Operator	\$	950.00
Projector: HD DLP 20,000 Lumen	\$	2,800.00
Lens: 2.0 - 2.8:1 Zoom	\$	140.00
Projector Network Package -Medium	\$	75.00
Projection Screen: 9ft x 16ft	\$	500.00
Projection Screen Dress Kit: 9ft x 16ft	\$	500.00
HD Studio Camera/CCU Package	\$	2,000.00
Lens: 50:1 Long Lens Kit w/HD Tripod	\$	850.00
HD Production Switcher Flypack	\$	1,000.00
Web-Casting Switcher	\$	150.00
MAC Graphics Computer	\$	180.00
Portable Digital File Recorder Package	\$	150.00
Monitor: 50in Plasma	\$	300.00
Monitor: 42in Plasma	\$	250.00
Audio		
Console: Digital Medium	\$	425.00
FOH Processing (EQ etc) Rack - Medium	\$	300.00
Pole Mount Line Array Speaker & Subs	\$	1,800.00
Frontfill Speaker	\$	100.00
Single 18"	\$	100.00
Wireless Microphone System (Lav or Handheld) 8 pack	\$	2,000.00

Switched VOG Mic	\$	30.00
PC-DI Interface	\$	30.00
Com Base Station	\$	850.00
Wired Com (per station)		
Wireless Com (6 pack)	\$	1,200.00
Cable/Snake Package - Ballroom	\$	250.00
Power Distro - Ballroom	\$	350.00
Batteries/Consumables - Medium	\$	500.00
Wireless Push to Talk per Microphone	\$	150.00
Trucking/Delivery	\$	1,500.00

Virtual Show Production	Cost	
Control Room		
Web Stream	\$	1,200.00
Show Computers x2	\$	450.00
Webcasting Support Equipment	\$	600.00
Virtual Switcher	\$	400.00
Capture Cards	\$	35.00
Web Presenter	\$	35.00
Record Deck	\$	175.00
HD-SDI Cable Package	\$	300.00
32x32 Video Router	\$	400.00
2TB Drive	\$	150.00
Monitor: 26in LCD 1080P	\$	35.00
Dante Virtual sound Card	\$	500.00
Audio Interface	\$	150.00
Audio desk	\$	750.00

Digital Platform Costs	Cost	
Concierge & Help Desk (Day of and Rehearsals)		
Digital Producer	\$	1,100.00
Help Desk / Per Phone/Chat Line	\$	750.00

Breakout Session (Per Breakout)	Cost	
Staffing (Per Breakout)		
Event Producer	\$	950.00
Technical Producer	\$	800.00
Audio Engineer (A1)	\$	800.00
Video Engineer (E1)	\$	800.00
Equipment 2-Way Hybrid (Per Breakout)		
HD Single Robo Camera/CCU Package	\$	900.00
Monitor: 46in LCD 1080p	\$	250.00
Monitor: 24in LCD Video/Data	\$	25.00
Seamless HD Video Switcher	\$	300.00

Seamless HD Video Switcher Controller	\$	200.00
2 MAC Graphics Computer	\$	200.00
2 MAC Webcast Computer	\$	200.00
Portable Digital File Recorder Package	\$	170.00
24 Port Gigabit Switch	\$	10.00
Signal Converter	\$	20.00
Capture Card	\$	75.00
Audio Package (if not included in Audio Engineer fee)	\$	125.00
LED Cable Package	\$	100.00
Trucking/Delivery	\$	750.00

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

FUTURE VIEW PRODUCTIONS LLC

is a certified Small, Women Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 836590

Valid Through: Nov 14, 2030

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director





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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

_____ Firm _____ Address _____ Contact Person/No. _____

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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