



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU4770

This contract entered into this 24th day of April 2017, by Professional Communication Systems, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

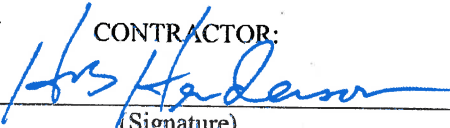
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From April 24, 2017 through April 23, 2018 with nine (9) one-year renewal options.

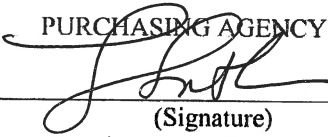
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal LBS-938 dated September 26, 2016:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One, dated October 10, 2016;
 - (e) Addendum No. Two, dated October 26, 2016.
- (3) The Contractor's Proposal dated November 8, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated April 6, 2017;
 - (b) ProComm Maintenance Service Agreement and Terms and Conditions;
 - (c) James Madison University SoundPlan Map, dated April 6, 2017;
 - (d) The Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, which shall govern in conflict.

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

CONTRACTOR:
By: 
(Signature)
Henry B. Henderson
(Printed Name)

Title: CEO
Rev. 10/14/09

PURCHASING AGENCY:
By: 
(Signature)
LeeAnne Beatty Smith
(Printed Name)
Title: Buyer Senior, JMU



**RFP # LBS-938, Outdoor Mass Notification System
Negotiation Summary for Professional Communications**

4/6/17

1. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# LBS-938.
2. Contractor agrees that Contract UCPJMU4770 in its entirety does not contain confidential or proprietary information and is open for public review.

3. Initial JMU Project Pricing:

- a. Outdoor Warning and Public Announcement System Equipment shall provide the coverage as detailed within the attached James Madison University Soundplan dated April 6, 2017 (*includes the first year of maintenance*):

Qty	Part #	Description	Unit Cost	Ext. Cost
3	MOD8032 B	Omni-Directional Siren 124 dB @ 100'	\$14,789	\$44,367
1	MOD4016 B	Omni-Directional Siren 118 dB @ 100'	\$8,636	\$8,636
4	UVTD-IP	Digital/2Way Controller Ultravoice	\$4,957	\$19,828
4	Q-UV-IP	UV Broadband Kit	\$846.00	\$3,384
28	UV400	400 Watt Amplifier	\$582	\$16,296
1	DVR	Digital Recording Fee up to 10 Messages	\$410	\$410
4	DVSD	Digital Voice Message Card	\$281	\$1,124
1	SFCD10	Commander Programming Software	\$724	\$724
1	CS-Centerpoint	Centerpoint Communications Server- Software License with Dashboard	\$266	\$266
1	X-PC 22	Desktop PC with WIN & 22' Monitor	\$2,904	\$2,904
1	X-UPS	Smart UPS	\$1,378	\$1,378
1	SSP-Mini-LP-B	Mini-Laser Printer	\$520	\$520



**RFP # LBS-938, Outdoor Mass Notification System
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1	MIC-XLR	Gooseneck Mic & Desk Base	\$200	\$200
4	Q-UVTDU-RADIO	Ultravoice Radio Upgrade	\$1126	\$4,504
5	Omni-11	Antenna, UHF	\$348	\$1,740
1	SS-2000+	Desk Mount Encoder with Keypad & Display	\$3085	\$3,085
1	BSU	UHF Base Station Radio	\$2681	\$2,681
1	TK-IO-CUSTINS	Base Radio Programming and Installation with Antenna	\$3700	\$3,700
4	TK-PO-CUSPOLE	Pole Custom Direct Burial CONCRETE	\$5733	\$22,932
1	Stock	Cables, Conduit, Fittings, Misc	\$5530	\$5,530
1	Freight	\$5,078	\$5,078	\$5,078
1	UHF Repeater TKR-850 Continuous Duty Rated		\$1342	\$1,342
1	Back-Up Battery System with AC Supply, Surge Protect & LVCO		\$1057.50	\$1057.50
1	UHF Repeater Duplexer with Cabling		\$1160	\$1,160
1	RF Surge Protector & Jumper		\$143	\$143
1	Equipment Rack, 19" and Grounding Hardware		\$300	\$300
1	Equipment Cabinet		\$450	\$450
	Subtotal			\$153,739.50
			Discount	-\$2,400
			Total	\$151,339.50

- b. Installation of Equipment including all labor, travel, and miscellaneous cost (*does not include providing power and IP to proposed locations*): **\$49,092**
- c. Removal of Current Mass Notification Equipment (*removal of existing mounting infrastructure and repair of building/facility to restore to original condition; pricing includes all travel and miscellaneous cost*): **\$14,878***



**RFP # LBS-938, Outdoor Mass Notification System
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*Contractor shall be responsible for delivering this equipment (*in the same condition as it was found*) to an on-campus surplus location at JMU's direction.

d. Initial Training: \$6,200

- i. shall include one (1) day (*up to 8 hours*) of onsite training related to the specifics of JMU's system and as detailed in Attachment H of Contractor's proposal
- ii. cost shall include all travel and miscellaneous cost
- iii. shall include training materials/documentation in order for JMU to conduct future internal training sessions.

2. Annual maintenance shall be in accordance with the attached *Maintenance Service Agreement:**

- a. Year One (1): No cost
- b. Year Two (2): \$5,800
- c. Year Three (3) through Ten (10): Pricing shall not increase more than 3% over the previous year's cost.

* additional equipment added through upgrade/expansion may increase the annual maintenance cost

3. Optional Mobile Control Points (*can be added at the Purchasing Agency's request at any point during the contract*):

- a. RF-Based Remote (*includes backpack with laptop, portable radio, and software*): \$4,999
- b. Duplicate Dispatch (*includes PC, 22" monitor, smart UPS, gooseneck mic, desk mount encoder w/ keypad & display, UHF base station w/ power supply & antenna system, installation, programming and testing*): \$14,246.00
- c. Mobile Radios/Mobile Units Training & Programming: \$960 for multiple mobile units done at the same time (*does not include the cost of radios/units which can be provided by the purchasing agency*)

4. Future Upgrade and Expansions Projects: the Purchasing Agency may request quotes for future upgrade and/or expansion projects. Contractor shall provide quotes in accordance with the contracted hourly labor rates and equipment prices and the Purchasing Agency will issue purchase orders that authorize the Contractor to proceed with work.

- a. All Equipment: 10% off current list price



**RFP # LBS-938, Outdoor Mass Notification System
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- b. Technician Hourly Rate (8am -5pm EST): \$75/hour.
- c. Technician Hourly Rate (After 5pm EST, holidays, or weekends): \$95/hour
- d. The contract price(s) for technician hourly rates for subsequent renewal periods shall not exceed the contract price(s) of the previous 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.
- e. Travel shall be invoiced in accordance with U.S. General Services Administration (GSA) rates located at <http://www.gsa.gov/portal/content/104877>
- 5. **Ongoing Training:** Future Contractor-led training sessions may be requested by the Purchasing Agency at the rate of \$6,400/day to include all travel and miscellaneous cost.
- 6. **Equipment Warranty:**
 - a. All proposed equipment, with the exception of batteries, shall carry a five (5) years warranty on parts and factory labor.
 - b. Battery Warranty: 2 years
 - c. The equipment warranty shall begin at the successful installation of the equipment and JMU's acceptance.
- 7. **Workmanship Warranty:**
 - a. Contractor shall provide a five (5) year warranty on all workmanship.
 - b. The workmanship warranty shall begin at the successful completion of each project and JMU's acceptance.
 - c. The Contractor shall be responsible for all costs regarding remediated of workmanship during the warranty period.
- 8. Radio Frequency (RF) or IP may be selected by the Purchasing Agency as the system's primary means of communication with the other being the system's secondary means of communication. Either the IP or the RF can be used for all of the system's diagnostics and remote troubleshooting.
- 9. Contractor shall be responsible for assigning a person at their firm as the primary point of contact for the Purchasing Agency. The Contractor shall be responsible for updating the University with any changes to this assignment.

MAINTENANCE SERVICE AGREEMENT

With

ProComm Service Corporation

3805 South Main Street

Blacksburg, VA 24060

540-552-4443 / 1-800-277-1777

Licensee: James Madison University

Address: Harrisonburg, VA

Phone: : 540-568-6989

Maintenance Service Period: Completion of Initial Installation and Acceptance by JMU through 12 months with nine (9) one-year renewals

Contact Name: Everette Clemmer

MODEL NO. & DESCRIPTION	EQUIP. LOCATION	TYPE OF SERVICE		UNIT RATE	TOTAL
4 Speaker Array Sites	Seeger/White/ Sentara/ Shenandoah	Emergency/ Regular/ Preventive			
Control Station, Anthony Seeger	1 Site	Emergency/ Regular/ Preventive			
Antennas	5	Emergency/ Regular/ Preventive			
Emergency Maintenance: The above equipment maintenance coverage includes: Emergency 24/7 coverage as the primary service provider with telco response to emergency calls within 1 hour of notification and if necessary, will have a technician on site within 4 hours of the call back time. Emergency call outs will be billed at \$95.00 per man/hour for all calls at night, after 5 PM, holidays, or weekends. Calls during regular work day hours are included at no additional charge.					
Regular Maintenance: ProComm will also provide general maintenance on mobiles, portables, and other equipment as requested on an hourly basis for \$75.00/man hour. Tower work will be provided at \$95.00/man hour and 0.65/mile, plus \$250.00 tower climb fee. Also included all routine maintenance on the infrastructure equipment at no additional charge.		Year 1			Included
		Year 2			\$5,800.00
		Years 3-10			Shall not exceed 3% Increase each year
Preventive Maintenance(PM): Included in this agreement, at no additional cost (to include all travel, labor, and miscellaneous cost) , is an bi-annual check up of the control station equipment, Speaker array sites, battery equipment, and a 6 month cycle check of the antennas on the sites. Includes all software updates. Status report shall be provided to the University at the conclusion of each Preventative Maintenance (PM) visit.					

<p>Note: All parts not under warranty will be supplied and billed at the current Public Safety rates. Any factory repair charges will be passed through to the University with shipping and handling added.</p>					
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Regular Maintenance will be provided and performed at the above specific service location from 8 am - 5pm Monday through Friday. Holidays excluded. If regular maintenance is provided outside of normal business hours it will be billed at the current hourly rate. Emergency Maintenance will be provided for identified equipment 24 hours per day, 7 days a week, including holidays.

The above named provider agrees to provide periodic maintenance service, emergency service, FCC certification and support on a fixed price basis, for equipment listed above, at the rates, service location and at the times shown in accordance with the provisions of this agreement. Terms and conditions are attached and shall apply to this agreement **UNLESS SPECIFICALLY ALTERED BY THE ABOVE NOTES AND CHANGES.**

Accepted by:
 CONTRACTOR NAME: HB Henderson
 SIGNATURE Henry B. Henderson 4-24-2017
 DATE

Accepted by:
 LICENSEE NAME: [Signature]
 SIGNATURE LeeAnne Beatty Smith 4/24/17
 DATE

TERMS AND CONDITIONS

1. DEFINITIONS

All references to the LICENSEE herein, shall be construed as meaning and applying to said FCC licensee, or the User, or the Purchaser of the equipment to be maintained by the terms of this Agreement. All references to the CONTRACTOR shall be construed to mean the individual, firm or corporation executing this Agreement with the licensee and who will furnish the maintenance service covered hereby. NORMAL WEAR AND USE does not include failures caused by accidents, physical misuse or abuse, tampering or service performed by unauthorized personnel, flood, fire, acts of God or similar event or catastrophe, or modifications or additions to the equipment desired as a result of progress in the technical art, changes in location of the equipment, changes of power source, or changes in government regulations.

2. MAINTENANCE SERVICE

Scheduled maintenance service is the provision of labor required during the life of this Agreement, to inspect, clean, maintain and repair only the equipment described in this Agreement in order to prevent and correct performance failures resulting from normal wear and use. This Agreement does not include installation, removal or maintenance service of any transmission line, control line, telecom line, antenna, tower and its appurtenances, tower lighting; or of the AC or DC wiring, its fusing and termination's, or any other devices used in furnishing power to the equipment listed herein; or of any special equipment or mountings required for protection of the equipment from weather or from damage due to unusual or hazardous conditions; this work is quoted on an hourly basis in this document.

Additional equipment installed by other than the Contractor shall be inspected and repaired at the option of the Contractor, if necessary to place in normal operating condition, before it is made a part of any superseding maintenance agreement between the Licensee and Contractor named herein. Charges for such inspection and repair shall be paid by the Licensee in accordance with the rates established within Contract # UCPJMU4770. The maintenance charges of a superseding agreement shall become effective on the first day of the maintenance-period of such superseding agreement.

This agreement: Includes all technical work required to repair, maintain and perform preventative services to all listed equipment and to insure the system integrity and proper operation to as high a degree as is humanly possible. Includes all defective resistors, capacitor, transistors, and other small parts. It DOES NOT INCLUDE tubes, crystals, complete board assemblies, modules, or complete radio units (such as transmitters, receivers, and power supplies). It does not include pager cases or carrying cases, radio case parts or radio cases, complete antennas, and batteries. It DOES NOT INCLUDE lightning damage, storm damage, electrical surge, water or liquid contamination damage on any equipment. The restoration of equipment will be performed on a priority basis and billed at the time and material rates within Contract UCPJMU4770. It DOES NOT INCLUDE any non-field repairable equipment, specified as such by manufacturer. This equipment will be returned to the appropriate repair depot and billed on a time and materials basis. It DOES NOT INCLUDE any damage caused by vehicle over voltage or jump starting.

3. TIME AND PLACE

Maintenance service as described herein shall be performed at the times and places of service listed on reverse hereof; except maintenance work may be performed at locations other than those listed heron, provided it is agreeable to both the Contractor and Licensee. Licensee shall make equipment available to the Contractor; and shall furnish without cost to the Contractor, adequate working space, heat, light and power at the places of service listed heron and at other times and places agreeable to both parties of this Agreement when maintenance is performed.

4. DEMAND SERVICE

When Contractor provides non-scheduled or emergency service on demand, at times other than the hours and days shown on reverse hereof for fixed price service, Licensee agrees to pay for such service at the rates established within UCPJMU4770. Licensee shall give contractor at least 14 days notice of vehicle installation or change over work.

5. INTERRUPTION OF SERVICE

The Contractor shall only be liable for the interruption of or interference with the use of the equipment maintained, only to the extent of a pro rata allowance based on the monthly maintenance charge specified herein for the time such interruption or interference is attributable to the fault of the Contractor after the Licensee notifies the Contractor. The Contractor does not assume and shall have no liability under this Agreement for failure to provide or for delay in providing maintenance of the equipment which is due directly or indirectly to causes beyond the control of, and without the fault or negligence of the Contractor; including, but not restricted to, acts of God, acts of public enemy, acts of the United States or any State, Territory, or other governmental subdivision in the United States, or any political subdivision of the Licensee or fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather conditions.

6. MAINTENANCE STANDARDS

The equipment described herein shall be maintained by the Contractor at the performance level specified in current technical data and published specifications provided by the equipment supplier. Inspection, tests, measurement, adjustments, and component replacement will be performed periodically, as often as required to maintain such performance level, by a qualified person or agency. Replacement parts of a quality equal to, or better than, those originally supplied in the manufacture of the equipment, will be used. In connection with Contractor's obligations hereunder, Contractor reserves the right, at his option, to replace any part which fails to perform its function under normal use rather than repair the same, and it reserves the further right to substitute, at its option, new and improved parts which are capable of performing the function of the replaces part.

7. ELECTRICAL NOISE AND INTERFERENCE

It shall be the responsibility of the licensee to provide the required vehicular and/or fixed power sources free from interfering noise. Interference caused by, but not limited to, ignition systems and either electrical or mechanical apparatus and interference resulting from intermodulation between radio systems and co-channel interference, is the responsibility of the Licensee. Service performed to eliminate, reduce, or attempt to reduce, such interference may be furnished by the Contractor upon request of the Licensee, at Contractor's current mileage, material and labor rates.

8. FCC RECORDS

The contractor shall provide the Licensee with License forms, advice, License preparation and technical assistance, including frequency, modulation and power measurements, to aid the Licensee in meeting obligations to the Federal Communications Commission. Additional charges may apply if required by other parties to process the licensee's applications.

9. PAYMENT

The Contractor will bill the licensee for Maintenance service annually in advance of the start of each annual maintenance period as set forth on reverse hereof; and for other service as it occurs. Licensee agrees to pay all charges no later than 30 days after receipt of billing. In the event the Licensee shall be in default hereunder or break any provision hereof, the Licensee agrees to pay the contractor on demand, for all costs including reasonable attorney's fees incurred by the Contractor in enforcing any rights hereunder.

10. INSURANCE

The Contractor shall perform maintenance service as an independent contractor controlling all means, manner, and method incident to the performance and completion of the maintenance service, and not as an employee, agent, or legal representative of the Licensee. The Contractor agrees to maintain in effect, while performing this Agreement, general public liability and property damage insurance, workman's compensation and employer's liability insurance sufficient and proper under the laws of the state wherein this Agreement is made, to protect the Licensee and Contractor against any loss or damage arising out of the operation, maintenance or use of the licensee equipment or any test equipment used, that is resulting in a loss from the sole fault or negligence of Contractor.

11. AUTOMATIC RENEWAL

This Agreement will automatically renew at the end of the term period specified for a period of one year. This renewal may include a rate revision. At the end of any term either party may cancel this agreement, with or without cause, by giving a 30-day written notice of intent to cancel.

12. RATE REVISION

The renewal rate is stated herein and made a part of this agreement. If the County wishes to cancel this agreement before the automatic renewal and rate escalation, a 30 day notice is required.

13. TAXES

Rates for any maintenance services provided by Contractor herein do not include federal, state, or local taxes however designated, based upon or measured by sales or use of equipment listed on the reverse hereof or that may be paid or payable by Contractor based on charges made under this Agreement. Licensee agrees to pay any such taxes, which are in effect at the time of billing for such services, unless valid tax exemption certificates are furnished. Taxes payable hereunder will be included in billings rendered hereunder.

14. LAWS AND REGULATIONS

This Agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules, and regulations of duly constituted authorities having jurisdiction.

15. WAIVER

Failure or delay on the part of the Licensee or the Contractor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

16. Intentionally Deleted

17. AMENDMENT

No revision of this Agreement shall be valid unless made in writing and signed by authorized agents of both the Licensee and Contractor.

18. ASSIGNMENT

No assignment or transfer in whole or in part of this Agreement shall be binding upon the parties hereto, without their written consent.

James Madison University

SoundPLAN Map

APRIL 6, 2017

Submittal By:



2645 Federal Signal Drive
University Park, Illinois 60484
708-534-3400

SOUND PROPAGATION MODEL

Federal Signal Corporation utilized 'SoundPLAN', an internationally recognized noise modeling software, to estimate the Siren sound level. The SoundPLAN model is based on the International Standardization ISO 9613 and takes into account physical effects including geometrical divergence, atmospheric absorption, ground effect, reflection from surfaces, and screening by obstacles.

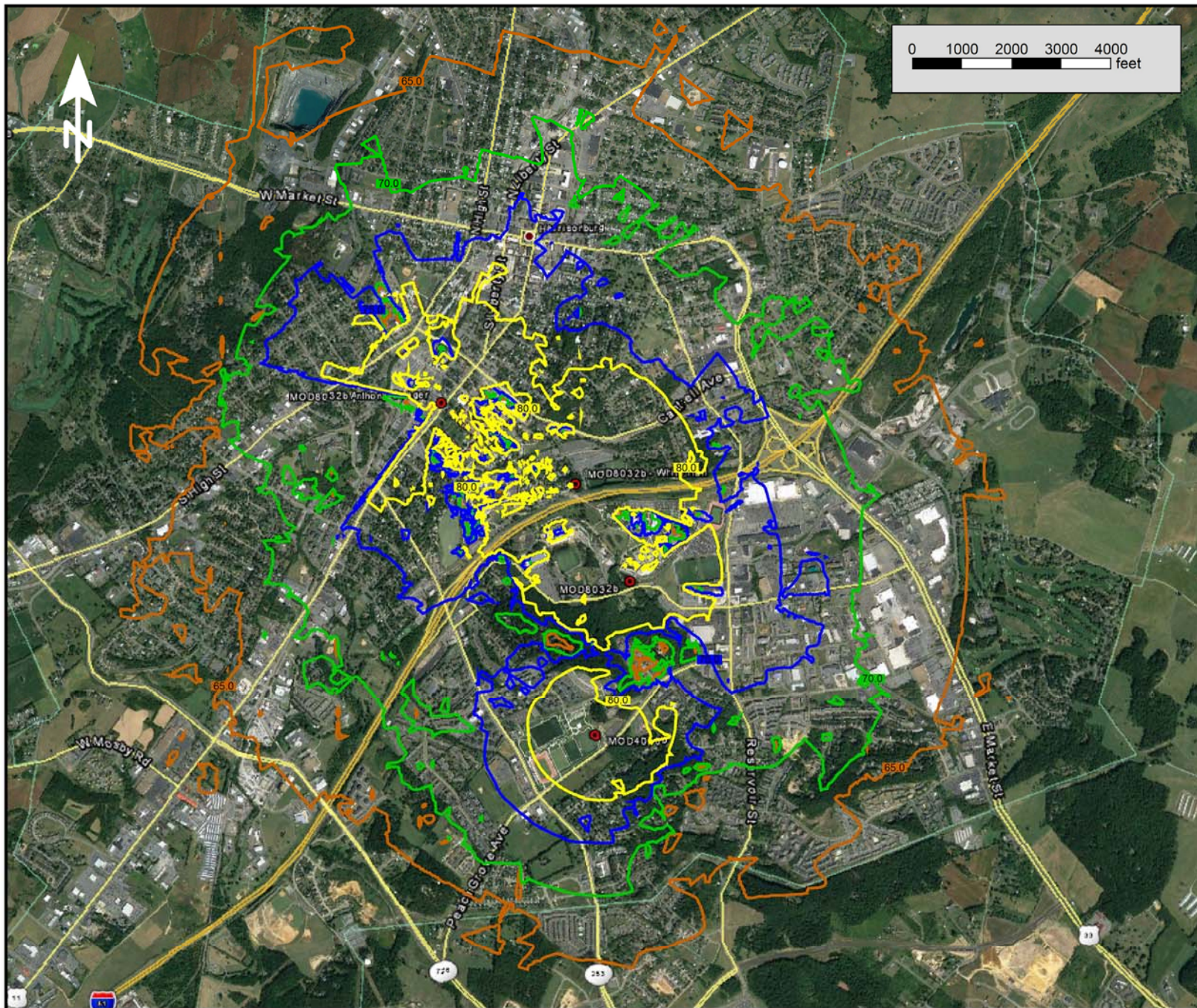
The environmental conditions applied in this noise model are based on the summertime daily averages for the area in interest include:

- Humidity 79.08%
- Air Pressure 1013.3 mbar
- Temperature 68.27° F

Siren data for this noise model includes:

Site Number	HT	Speaker Type/Direction	Latitude	Longitude
1 Sportsplex	45	MOD4012b	38°25'19.78"N	78°51'53.82"W
2 South of I-81	45	MOS8032b	38°25'49.94"N	78°51'44.43"W
3 Anthony-Seeger	45	MOD8032b	38°26'26.30"N	78°52'31.10"W
4 White Hall	45	MOD8032b	38°26'09.40"N	78°51'57.70"W

Note: The technical specifications on the enclosed document are only estimates. This correspondence may contain confidential information intended for the use of the individual. If the reader of this is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying is strictly prohibited without written authorization from Federal Signal Corporation. Maps are generated by computer simulator which are approximate anticipated coverage for outdoor sirens, that are based on a variety of factors, and do not guarantee coverage.



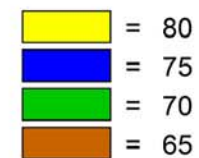
James Madison University

Acoustic Analysis
Four Sites

3xMOD8032b and
1xMOD4016

ISO9613-2
06APR17
MAP 013

Lmax
in dB(C)



MISSION STATEMENT

We **serve** organizations that rely on critical communication solutions to connect and inform their employees, partners, customers, and stakeholders during emergency and routine operations.

We **listen** to customers and imagine ways to help them address emerging needs.

We **create** innovative solutions drawing upon the knowledge and talent of our employees, a rich portfolio of products and services, and our ability to blend these effectively with the most useful technologies, products and organizations found outside our walls.

We **deliver** consistent, profitable growth, enhanced earnings and cash flow for our stakeholders.



2645 Federal Signal Drive
University Park, Illinois 60484
708-534-3400

**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: PROFESSIONAL COMMUNICATIONS SYSTEMS, LLC

DATE: 4/20/2017

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

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

AGENCY by



Title

Buyer Senior, TMU

Printed Name

LeeAnne Barry Smith

CONTRACTOR by



Title

VICE President

Printed Name

TIM HOPKINS

JUL. 2009



Professional Communications Systems, LLC

Response to James Madison University

RFP # LBS-938

Outdoor Mass Notification System

November 8, 2016



Issue Date: September 26, 2016
Title: Outdoor Mass Notification System
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. EST on November 8, 2016 For Furnishing The Services Described Herein.

PRE-PROPOSAL AND SITE VISIT: October 18, 2016 at 8:30 a.m EST. Attendance at this pre-proposal is optional but it will be the only opportunity to tour campus with University representatives prior to the RFP closing. **Pre-register** by completing and submitting the registration form on Page 1 of this RFP. See Special Term and Condition "BB" (Page 21) for additional information.

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

All Inquiries for Information and Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior Procurement Services, smith2LB@jmu.edu 540/568-7523 (Fax) 540/568-7936 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:

Professional Communications Systems LLC

200 Professional Park Drive, Suite 1

Blacksburg, VA 24060

Date: November 8 2016

Web Address: www.vawireless.com

Email: timh@vawireless.com

By: 
(Signature in Ink)

Name: Henry Henderson
(Please Print)

Title: President

Phone: 540-552-4443

Fax #: 540-951-0074

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 # LBS-938

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RFP LBS-938 – OUTDOOR MASS NOTIFICATION SYSTEM

2.0 Background:

James Madison University is seeking to replace its current outdoor warning siren/pa system. The current system consists of five (5) locations controlled from a primary unit located in Anthony Seeger Hall on campus. This system allows the use of recorded siren tones, messages, and live voice alerts. Following are the specific locations of the existing ENS Equipment:

1. This array is located on the roof of Memorial Hall. The speakers and control boxes are mounted on a roof sled.
2. This array is located on the roof of the Student Success Center. The speakers and control boxes are mounted on a roof sled.
3. This array is located on the roof of Showaker Hall. The speakers and control boxes are mounted on a roof sled.
4. This array is located on Dingledine Hall. The speakers are wall mounted on one side of the building.
5. This array is located on the roof of ISAT/CS. The speakers and control boxes are mounted on a roof sled.

All of the systems are controlled from the main unit in the Anthony Seeger Hall by radio 2.43 GHz spread spectrum. All locations can be activated at once or individually from the control point or individual sites.

The current speaker arrays have a weight of approximately 140 pounds and consist of five(5) speakers per site.

This system has reached the end of life cycle and will be placed into surplus once the new system is installed and tested.

2.1 Proposed Solution (RFP Section IV)

Professional Communications is a Virginia Class A licensed Contractor that shall furnish all labor, equipment, materials, and supervision to design, install, and maintain an outdoor mass notification system that will provide campus-wide coverage. Specifically we will be able to:

1. Obtain all license and/or permits required to perform the services proposed;
2. Coordinate all power, data, grounding, and lightning protection requirements of the proposed system with the existing infrastructure
3. Remove the current Eaton WAVES ENS equipment and deliver this equipment (in the same condition as it was found. Unless equipment due to exposure to weather has degraded) to a location as directed by JMU;

4. Provide annual maintenance and support services, including system upgrades, to the University;
5. Provide quick turnaround time on system repairs and service; and
6. Travel onsite with short notice if under maintenance contract in 2-4 hours.

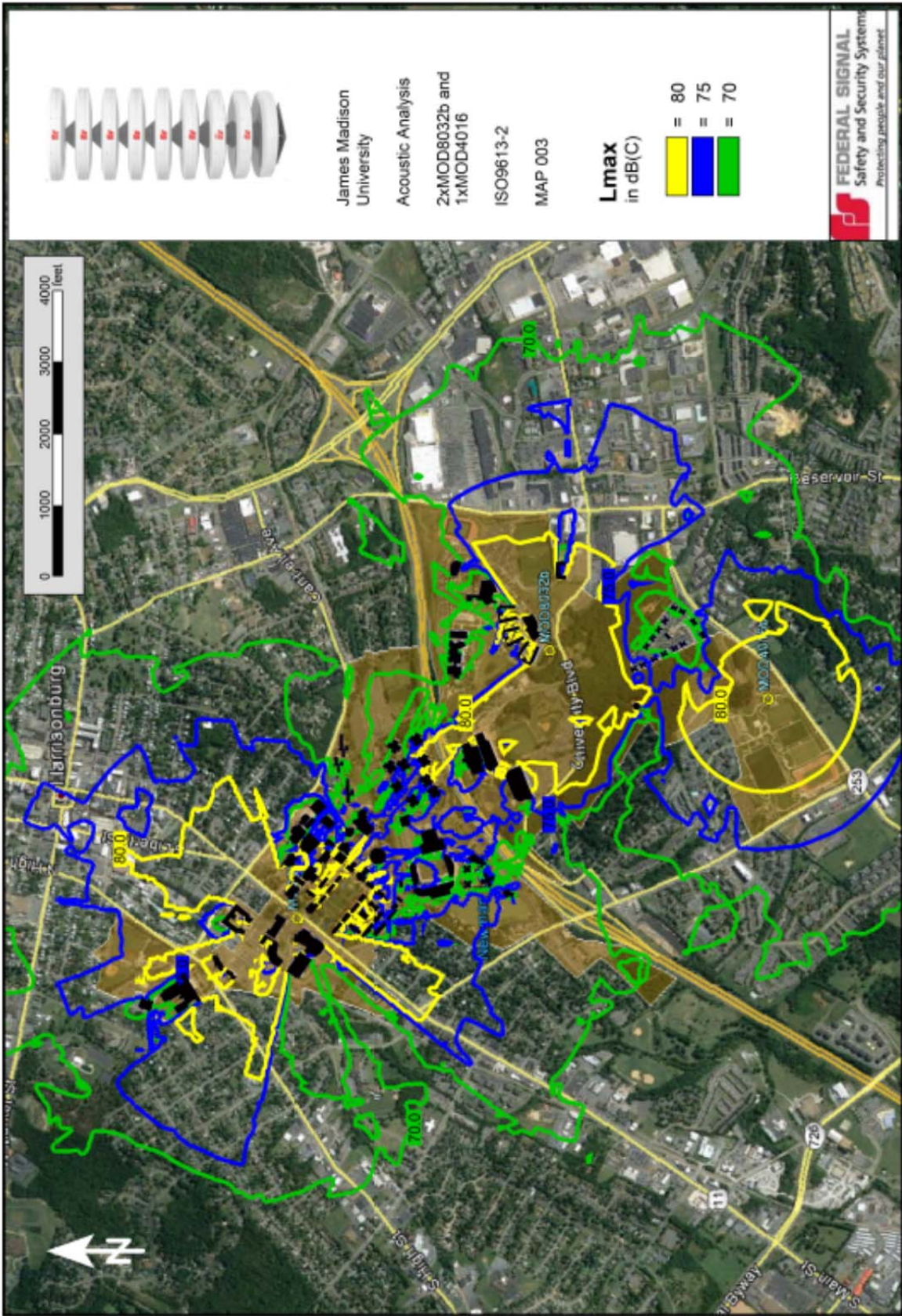
2.2 Proposed Solution/System Equipment (RFP Section IV, A 1-12)

Professional Communications Systems, LLC, in conjunction with Federal Signal propose the supply and installation of our (3) recommended speaker array sites on free standing concrete or steel poles, (1) primary control point, and (1) mobile control point option. We will be supplying our Modulator Speaker Array (MOD) and our UltraVoice Electronic Siren Controller, at each of the (3) sites with battery backup. The central control points will employ a base station radio, interfaced to our SS2000 encoder/decoder, interfaced to a PC that will include our Federal Commander Digital System software application for control, and status monitoring.

The Federal Signal new system shall include the following abilities:

- The system shall incorporate the use of clear voice technology. The system shall be easily understood when recorded or live voice is being broadcast as well as traditional siren tones.
- The system will be controlled and accessible by network IP connection and have a UHF radio backup option with Digital Tone Modulation Frequency (DTMF) capabilities. We recommend that this system utilize an existing James Madison University repeater channel with existing repeater maintained for operation.
- The Battery backup system shall run for at least 48 hours in the event of a power failure.
- The system shall be controllable at all or selected locations from the control station.
- Central control base station unit shall be capable of sending recorded messages and siren tones as well as live voice.
- Multiple pole mounted systems will replace roof mounted systems for ease of accessibility and broad campus coverage.
- System shall be mounted indoors or outdoors as noted.
- In the event of breakdown, ProComm shall have trained service technicians who arrive within 24 hours of initial notice of system problems.
- James Madison University shall have the ability to record custom messages that can be played over the speaker. Once installed the system shall be tested to ensure all aspects are functioning and meets university approval.
- System Equipment brochures/illustrations are provided in **Attachment E**
- On page 6 are the details of the audio propagation map and locations of the speaker arrays for the new system.
- Once awarded and PO issued, the system will be built and transported to JMU. Upon arrival poles will be set, speaker arrays mounted, electrical and network connections established, testing to satisfaction, and decommissioning of the old system will take place.

- Projected Timeline: Bid Award Received – January 23, 2016
 Equipment Ordered – January 24, 2016
 Equipment Received – February 23 – March 5, 2016
 Staging and programming – March 6 - April 1, 2016
 Delivery, Install, and Testing – April 1-April 20 2016
 Training – April 20-24, 2016
 Project Completion and Acceptance - May 1, 2016
- The qualifications/experience/certifications/licenses of personnel that will be assigned to handle installation can be found in **Attachment F**
- The warranty for all equipment can be found in **Attachment G, all workmanship is warranted for 60 days.**
- The current system will remain operational until the new system is installed and tested to JMU's satisfaction.



2.3 Ongoing Maintenance and Support (Section IV B 1-15)

Professional Communications shall be able to provide ongoing annual maintenance & support of proposed system and of subsequent equipment in the event that upgrade and expansion of the system occurs. Because consistency and stability of the operating environment and rapid correction of system failures are critical to the James Madison University community, hardware and software maintenance coverage can be customized to suit the University.

- Professional Communications offers total system maintenance and support. One year of standard maintenance would be included in the RFP bid. Additional years 2-9 could be added and included at inception of the maintenance contract, or added year by year. For a maintenance contract example for service and support including an annual check up on the equipment, please see **Attachment G**.
- Our CodeSpear interoperability software option contains an AutoUpdate program that obtains updates automatically over the Web from our secure server site as soon as updates are released. An extended warranty for the siren control software provides free yearly upgrades to the siren control and status monitoring application for 5 years. A single update is provided each year. Windows security updates should be installed and managed locally by James Madison University.
- The control software maintains a system log that contains all status changes that occur in the system. On the development side, FSC uses revision control software that identifies and manages software changes.

The screenshot shows a software window titled "System Log Report Selections". It has a menu bar with "Display Report", "Print Report", "Export", and "Quit". Below the menu bar, there are input fields for "From Entry" (0000001), "To Entry" (9999999), "From Date" (11/20/07), "To Date" (11/20/07), "From RTU" (000), and "To RTU" (256). There is a "Quit" button in the top right. Below the input fields, there is a section "Each RTU Separate?" with a radio button set to "NO". Below this is a table header with columns "Alarm#", "Date", "Time", "RTU#", and "Description/Status". The table body is empty. On the right side, there is a "Message Filter" section with a list of checkboxes: "System Message", "Activation", "Poll Request", "AC Power", "Rectifier", "Battery", "Master Current", "Pressure", "Out of Sync", "Local Activation", "Power Up", "Intrusion", "Rotation", "Spare 1", "Audio A", "Audio B", "Charger", "Amplifier", "Comm Fail", and "Failed To Sound". All these checkboxes are checked. At the bottom of the filter section, there are two radio buttons: "Clear All" and "Select All".

System Fail

0 Number of failed sites constitutes System Fail

☐ Callout on System Fail

☐ Email on System Fail

Save

Quit

Alarm Filter

- ☐ Comm Fail
- ☐ AC Power
- ☐ Battery
- ☐ Charger
- ☐ Time Sync
- ☐ Intrusion
- ☐ Local Activation
- ☐ Spare 1
- ☐ Rotation
- ☐ Audio A
- ☐ Audio B
- ☐ Current
- ☐ Failed To Sound

0 > % Amps Fail

System Failure alarms can be configured to trigger based on the number of sites failed and user configurable alarm points.

- Since the MOD speaker arrays are hot swappable and arrays designed to keep functioning should one speaker go down, Professional Communications stocks the necessary parts to replace broken or malfunctioning parts. They can also be expressed shipped overnight from the manufacturer.
- Contact Professional Communications during business hours, and we also offer 24/7 emergency services. We offer 24 hours service, telephonic response within 1 hour, and technician response within 4 hours.
- Phone Emergency response is available 24/7, and email response during normal business hours.
- Professional Communications supports Radford University's Federal Signal Mass Alert system through a Maintenance Contract, similar to the example in **Attachment G**
- Professional Communications Blacksburg, VA location would service the JMU system.
- All Professional Communications, and Federal Signal technicians and engineers are skilled and educated on the Federal Signal System, both software and hardware.

- Remote client access is available from any point on the network. Remote clients are password protected and can be further identified and secured by an IP address list.
- All Mass Alert System related maintenance can be requested when entering into a maintenance contract and contacting Professional Communications to request service as noted above.
- See Above for updating of System
- If Professional Communications is called for the isolation and diagnosis of system equipment, the contractor will handle same.

2.4 Applications Technology (RFP Section IV, C 1-2)

- Data is automatically segmented into history files by month. These files can be backed up and purged per user definable record retention policies.
- Network diagnostic files are available to investigate network status. We use What's Up Gold and statistical trending software to analyze wireless communications systems that we provide.

2.5 Reporting (RFP Section IV, D 1-3)

- Reports are user configurable. There are no pre-determined QC reports.

2.6 Services (RFP Section IV, E 1-3)

- TRAINING - **See Attachment H**
- All services listed are in the base product other than monitoring, administration and upgrades. Remote monitoring software available at no charge.

2.7 General (RFP Section IV, F 1-2)

- Typical installation is around 4 months from purchase award, for example See **Attachment I**

2.8 Technical (RFP Section IV, G 1-2)

With IP based systems, AutoUpdates are available over the web using the Auto-update tool contained in the software. Administrators can select which modules to update.

2.9 Security (RFP Section IV H, 1)

- The system uses separate password protection for Activation and Configuration screens. A Level 2 password is required to configure passwords. Access to CodeSpear network interoperability is centrally managed by a separate network Administration tool only available to administrators.
- The CodeSpear software can use Active Directory to authenticate users. Standard Windows login and timed forced logouts can be implemented.
- The siren control module requires a configuration password before changes to System Configurations can be made. CodeSpear network administration requires an Administration

tool. Configuration changes require the knowledge of the server IP/Computer Name, and a valid username and password.

2.91 On Premise Applications (RFP Section IV I, 1-4)

- Please see Attachment E
- Virtual activation of the system, or quiet tests can be conducted at any time
- Scalability is virtually unlimited.
- Data is automatically segmented into history files by month. These files can be backed up and purged per user definable record retention policies.

2.92 Privacy (RFP Section IV J, 1-4)

- There is no user data collected.
- The system uses separate password protection for Activation and Configuration screens. A Level 2 password is required to configure passwords. Access to CodeSpear network interoperability is centrally managed by a separate network Administration tool only available to administrators.

3.0 Experience Narrative (RFP Section V B, 3)

Professional Communications Systems, LLC have over 40 years of experience in Public Safety Platforms including Outdoor warning and Public Announcement Systems, and will be partnering with Federal Signal Corporation in the design and installation of this RFP. ProComm is a Virginia Class A licensed contractor, registration number: 2705-031548A. ProComm is a registered DMBE (small business) #8407 and registered with the Commonwealth of Virginia Electronic Procurement System: eVA vendor #E22141. ProComm is also listed on the Federal Procurement Central Contractor's registration data base, DUNS # 03-540-0368.

Federal Signal Corporation, the nation's leading manufacturer of emergency vehicles, signaling and communications equipment, industrial tools, and signs. Since its inception in 1901, Federal Signal has quietly but steadily grown into a diversified international corporation, primarily through acquiring key companies for its four principal divisions: commercial signs, alarm signals, industrial tools, and emergency vehicles.

Today, Federal Signal provides hundreds of products and integrated solutions that help enhance public safety, security and well-being around the world. From Fire Rescue to all-hazard warning systems, to the latest environmental solutions, Federal Signal is uniquely positioned to help protect people, property, and the environment,. The platform is robust and standards-based, embraces open architecture concepts and is modular in design.

Other Higher Education Campuses utilizing the Federal Signal Mass Alert System include the following and two of the campuses most similar to JMU in terms of buildings and topography are Duke and UNC who also utilize the freestanding poles with MOD speaker arrays:

University of North Carolina, Chapel Hill
Duke University
Radford University

Virginia Commonwealth University
East Tennessee State University
Clemson University
University of Texas at Austin
Liberty University
University of Alabama-Birmingham
Florida A&M University
Old Dominion University
United States Naval Academy, Annapolis
University of Minnesota
University of Mississippi
New York State University-Buffalo
University of Toledo
University of Akron

Professional Communications can arrange visits to Duke or UNC for JMU personnel who may be interested in seeing the system they are using.

3.1 Sales to VASCUPP Members (RFP Section V B, 6)

Professional Communications for the period 2015-2016 have \$245,385.00 in sales to VASCUPP Members.

3.2 Pricing Schedule (RFP Section V B, 7)

Line Item	Description <i>Provide additional description as appropriate for clarity of offer</i>	Notes on Price Details, Factors, and Discounts	Fixed Price for each Line Item
1	Outdoor Warning and Public Announcement System – Overall System to fulfill Statement of Needs, includes one year of maintenance. Includes RF Option.	Equipment	\$116,608.00
2	Installation of New System	Labor/Licensing/ Electrical	\$58,960.00
3	Removal of Equipment, removal of existing mounting infrastructure and repair of building/facility to restore to original condition	Labor/Materials	\$14,878.00
4	Training		\$6,400.00
5	Extended Maintenance years 2-10 (after expiration of initial warranty and 1st year maintenance program) Option. Alternative is to purchase Maintenance in annual increments, with second year at \$4,600, and 3% Increase each subsequent year.	2-10 years	\$45,000.00
6	Freight		\$4,600.00
TOTAL			\$246,446.00

3.2 Pricing Schedule (RFP Section V B, 7) Continued

Itemized Equipment

Qty	Part #	Description	Unit Cost	Ext. Cost
2	MOD8032B	Omni-Directional Siren 124 dB@ 100'	14,789.00	29,578.00
1	MOD4016B	Omni-Directional Siren 118 dB@ 100'	8,636.00	8,636.00
3	UVT-D-IP	Digital/2Way Controller Ultravoice	4957.00	14871.00
3	Q-UV-IP	UV Broadband Kit	846.00	2538.00
20	UV400	400 Watt Amplifier	582.00	11,640.00
1	DVR	Digital Recording Fee Up to 10 Messages	410.00	410.00
3	DVSD	Digital Voice Message Card	281.00	843.00
1	SFCD10	Commander Programming Software	724.00	724.00
1	CS-Centerpoint	Centerpoint Communications Server- Software License with Dashboard	266.00	266.00
1	X-PC 22	Desktop PC with WIN & 22" Mon	2904.00	2904.00
1	X-UPS	Smart UPS	1378.00	1378.00
1	SSP-Mini-LP-B	Mini-Laser Printer	520.00	520.00
1	MIC-XLR	Gooseneck Mic & Desk Base	200.00	200.00
3	Q-UVTDU-RADIO	Ultravoice Radio Upgrade	1126.00	3378.00
3	Omni-11	Antenna, UHF	348.00	1044.00
1	SS-2000+	Desk Mount Encoder with Keypad & Display	3085.00	3085.00
1	Omni-11	Antenna, UHF	348.00	348.00
1	BSU	UHF Base Station Radio	2681.00	2681.00
1	TK-IO-CUSTINS	Base Radio Programming and Installation with Antenna	3700.00	3700.00
3	TK-PO-CUSPOLE	Pole Custom Direct Burial CONCRETE	5733.00	17,199.00
1	MW	23 GHz Ethernet Link System	5135.00	5135.00
1	Stock	Cables, Conduit, Fittings, Misc	5530.00	5530.00

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Professional Communications along with Federal Signal 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 40 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 #
Radford University	20 yrs	Radford VA	Grady DeVilbiss (540)831-6696
Duke University	7 yrs	Durham NC	John Dailey (919) 684-2556
VCU	10 yrs	Richmond VA	Larry Mullendore (804) 827-2238
Liberty University	10 yrs	Lynchburg VA	Col. Richard Hinkley (434)-592-7641
Fort Hood	10 yrs	Killen TX	Darryl Thomas (254)-553-2782

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

Professional Communications, Systems, LLC

200 Professional Park Drive, Suite 1

Blacksburg VA 24060

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Professional Communications Systems, LLC **Preparer Name:** Tim Hopkins

Date: 11/7/2016

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: 703425 Certification date: Under renewal

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

Date Form Completed

Offeror / Proposer: _____

Firm _____

Address _____

Contact Person/No. _____

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

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

RETURN OF THIS PAGE IS REQUIRED



**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
 - (e) James Madison University Design and Construction Guidelines
- (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: _____



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

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

Federal Commander Digital System

Features

- Single point and click activation and polling
- Status map with color coded status of each siren
- Complete configuration and reprogramming from control site
- Multiple password levels
- Automatic notification of any change in status
- SmartMsg alert notifications
- Integrated with EMTools
- Conventional and trunking radio compatibility
- Thirty programmable hot-keys
- High speed communication over TCP/IP networks
- TTS (Text To Speech) with SmartMsg
- Live voice over IP capability with SmartMsg
- DTMF & two-tone encoding with modem-MSK
- PA capability with modem-MSK
- Ability to send Wave files with modem-MSK



The Federal Commander Digital System offers emergency managers and public safety officials both secure activation and status monitoring of their alerting and notification system. From siren activation to in-home alerting to sending SmartMsg alerts to any personal device, this system is designed to provide your community with complete alerting and notification capability.

Federal Commander continues to evolve to meet the changing demands of customers throughout the world to provide a system unmatched in its features and ease of use. From controlling either one siren or 512, the system can expand to accommodate your changing community needs. By integrating Federal Commander with SmartMsg, now with a single mouse click, system operators can activate their outdoor warning sirens and send SmartMsg alerts to any personal device (cell phone, computer, pager, handheld radio, etc.) to notify specific people about the reason the sirens were activated with instructions on what to do (see Fig 1). Federal Commander can also be used to activate sirens based on National Weather Service alerts with the use of EMTools software.

System alerts can be automatically configured and sent via email notification and SmartMsg notification to individuals or groups on their personal devices. System alerts can provide important notification to administrators, first responders, and others about key changes to the system status.

Federal Commander provides an easy-to-use Hot-Key activation screen. Administrators can program 30 Hot-Keys to activate all sirens, sirens in zones, or individual sirens. Hot-Keys can be color coded and grouped. Each Hot-Key can also be programmed to include a text, email and/or voice message sent to first responders, citizens or the media to alert them of the situation. In this way, a single Hot-Key can activate sirens and send informational messages simultaneously. Predefined SmartMsg alerts can also be sent from the activation screen without activating the sirens.



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

DATA SHEET

Federal Commander Digital System

Specifications

CCU Minimum Requirements*

- One Gigabyte or more of Random Access Memory (RAM).
- Two spare PCI BUS ports
- 160GB Hard Disk Drive or larger.
- SVGA Color Monitor and Controller: (800 x 600 resolution minimum, 24 bit color recommended).
- CD RD-W Drive.
- 101-key Enhanced Keyboard.
- One Parallel Printer Port - LPT1
- One RS-232 Serial Port.
- Mouse pointing device.
- Dot Matrix Printer 24-Pin with Parallel Interface and cable.
- Phone Line (Required for voice call out and remote dial-in features).
- AC surge suppression device
- Window® XP, Vista, Windows® 7, server 2003 and 2008 compatible

Optional Requirements*

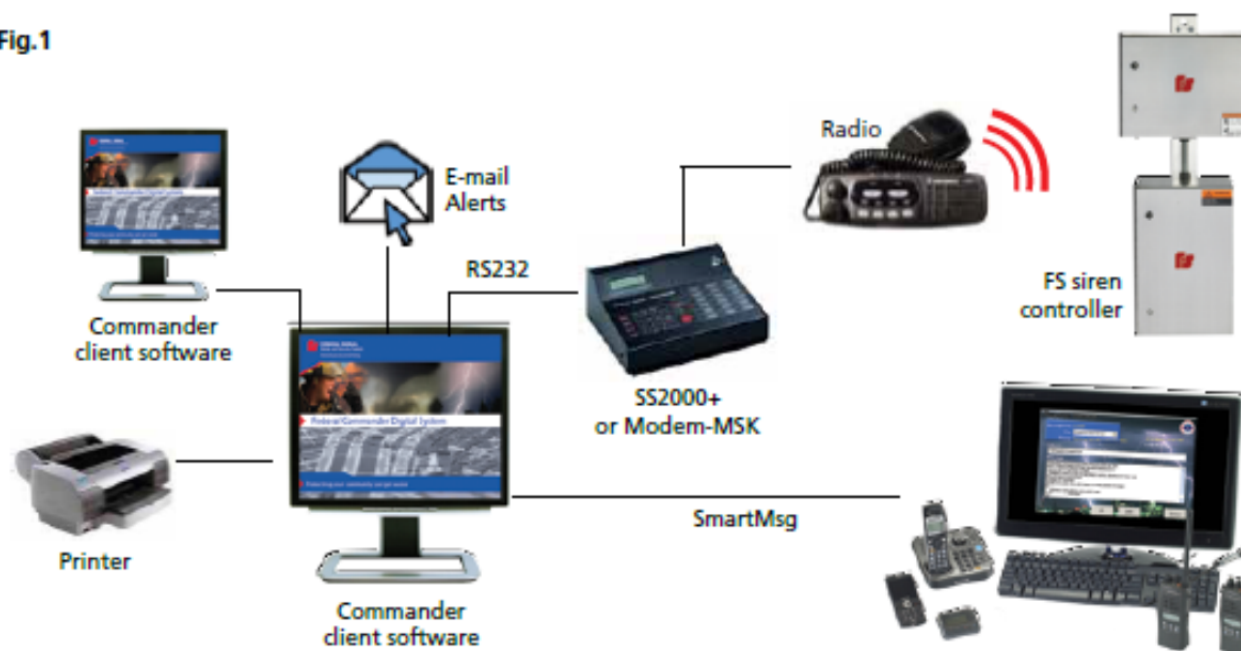
- Printer
- UPS (provides CCU back-up in case of primary AC failure)

*Sold separately or customer supplied.

Select Model

SFCD10	Windows® application software for up to 10 sites
SFCD25	Windows® application software for up to 25 sites
SFCD255	Windows® application software for up to 255 sites
SFCD-W	Commander extended one-year warranty
SFCDUPI	Upgrade from 10 to 25 sites
SFCDUPII	Upgrade from 25 to 255 sites
SFCDCLNT	TCPMP client software (5 seats)
SFCDCLNT-W	Client software extended one-year warranty
MODEM-MSK	Modem
X-PC-22	Desktop with Windows® 7, 22" flat screen monitor
X-UPS	120V Universal Power Supply
NOTE	See <i>EMTools</i> and <i>Codespear</i> datasheets for ordering information.

Fig.1



UltraVoice® Electronic Siren Controller

Features

- 7 built-in warning signals
- Up to 250 stored message, 17 hours of available audio
- Decodes single-tone, two-tone, DTMF and AFSK digital
- Quiet test standard
- Up to 8 controller zones
- Stackable siren functions
- Distinct dual tone capacity
- Highly efficient pulse width modulated amplifiers
- Windows®-based programming software (optional)



The Federal Signal UltraVoice® controller combines micro-processor based system control with highly efficient amplifiers to deliver optimized tones and voice capability for electronic sirens. The UltraVoice controller can generate and amplify single or dual frequency warning tones and comes with seven pre-set warning signals. In addition, the controller has been designed specifically to reproduce high quality live or pre-recorded-voice capability.

The controller includes a NEMA 4X cabinet housing the control module, up to eight 400 watt amplifiers, and a NEMA 3R battery cabinet. The unit may be equipped with a plug-in programmable receiver module, utilizing DTMF or two-tone sequential activation protocols. A digital voice option can be added by plugging in a single mini SD card which can store up to 250 messages.

Two-way Status System

The UltraVoice Controller can also be a two-way communication system. A transceiver allows the unit to report status back to a central control point utilizing DTMF or the Federal Commander Digital System protocol. Two transceiver ports are available for radio repeating or when using multiple frequencies.

The two-way option provides information on the following conditions:

- | | |
|---------------------------------|--------------------------------|
| • AC power | • Signal A |
| • Battery voltage | • Signal B |
| • Charger operation | • Quiet test (Speakers & Amps) |
| • Activation current | • Intrusion |
| • Mode of operation | • Local activation |
| • Amplifier voltage and current | • SD card status |

Modulator II Electronic Siren Series

Features

- Light-weight, compact design
- Utilizes Federal Signal UltraVoice™ for control and amplification
- Excellent frequency response for clear voice reproduction
- 360° coverage without sound variation in horizontal planes
- Easy servicing through convenient access panels
- Anechoic chamber-certified



Federal Signal's Modulator II Siren offers the same proven technology as the original Modulator with the exception of a smaller compact chassis. Modulator II provides a flat frequency response up to 2000Hz producing intense warning signals and digital voice messaging over a large area. The Modulator II design enables the siren to produce a high sound level and intelligible voice communications.

The innovative omni-directional electronic Modulator II speaker array consists of modules that utilize four 100 watt drivers. It also provides clear voice communication and offers warning signals which are produced by Federal Signal's UltraVoice™ electronic controller and amplifier system. Custom tones and professionally recorded voice messages for the UltraVoice controller are available and can be purchased upon request.

The Modulator II siren combined with the UltraVoice controller is ideal for community/municipal, industrial and military applications where immediate instruction is necessary. The MOD6032 and MOD6048 have been replaced by the MOD8032B, which is shorter, lighter and more compact.

The Modulator II and UltraVoice controller can be networked via radio, IP, landline, cellular and/or satellite communications. Powering is available in AC, DC, or solar. The system typically operates from batteries which are charged from either AC or Solar. Federal Signal can also provide customized solutions to fit your special applications.

Modulator II Electronic Siren Series

Specifications

Model Number	Active Modules*	Watts	dB(c)@100' **	Effective Range @ 70 dB(c) ***	Height In (in/cm)	Shipping Weight lbs./kg	Net Weight lbs./kg
MOD1004B	1	400	106	1200'	28"/71	264/120	125/56.8
MOD2008B	2	800	112	1800'	41"/104	294/133.6	190/86.4
MOD3012B	3	1200	115	2200'	55"/140	444/201.8	255/115.9
MOD4016B	4	1600	118	2800'	69"/175	544/247.3	320/145.5
MOD5020B	5	2000	120	3100'	82"/208	744/338.2	385/175
MOD6024B	6	2400	121	3400'	96"/243	960/436.4	450/204.5
MOD8032B	8	3200	124	4200'	124"/314	1392/632.7	580/263.6

General Specifications

Color	Off-White
Paint Type	TGIC-polyester powder coat
Modulator Horn Type	Hyperbolic flare
Frequency Response	200-2000 Hz
Horizontal Coverage	360° +/- 1 dB(C)
Diameter	35"

* The bottom module contains no active devices and is simply used as a reflective surface.

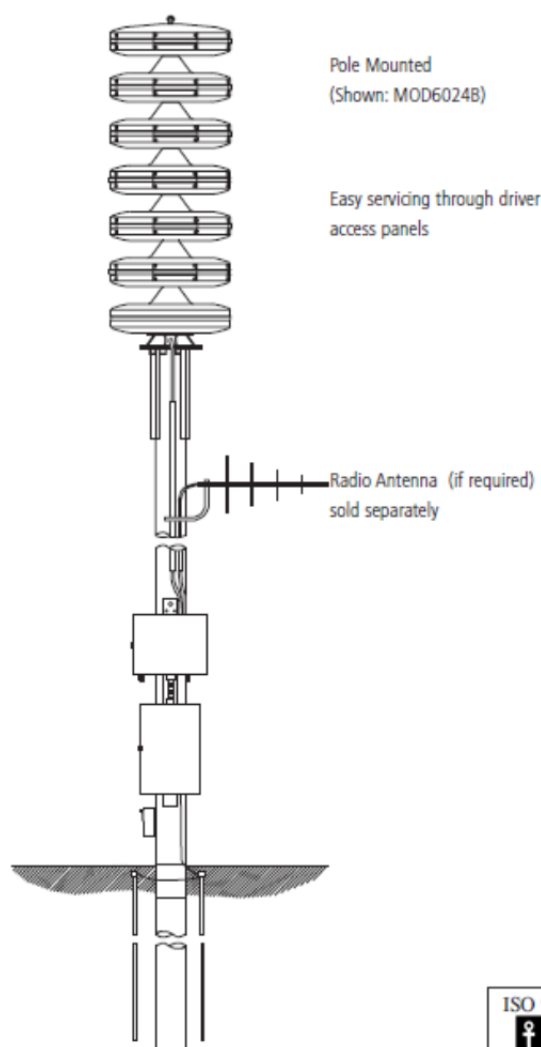
** Based on far field measurements

*** Coverage based on 10 dB(C) distance doubled loss factor

Order Information

MOD1004B	One module, four drivers per module
MOD2008B	Two modules, four drivers per module
MOD3012B	Three modules, four drivers per module
MOD4016B	Four modules, four drivers per module
MOD5020B	Five modules, four drivers per module
MOD6024B	Six modules, four drivers per module
MOD8032B	Eight modules, four drivers per module

See UltraVoice™ product literature for controller information.



Safety and Security Systems

Advancing security and well being.



CONCRETE PIER MOUNTED STEEL POLE SPECIFICATIONS FOR SIRENS

1. General:


- 1.1. The steel structure shall consist of a pole mounted on a concrete pier foundation and provisions for a top mounted siren assembly and all appurtenances directly on to the pole structure.
- 1.2. The purchaser, prior to manufacturing and installation, must approve the final design. A copy of the design calculations and drawings are to be approved by a qualified engineer and officially marked with their Professional Engineer's stamp of approval.

2. Structural Design:

- 2.1. The Siren Pole Structure, consisting of the pole and foundation, shall be designed for the combined effective projected area (EPA) and weight of all attached fixtures. Designs shall incorporate a minimum fixture EPA and weight value of the intended siren assembly.
- 2.2. The pole shall be analyzed in its final deflected position to account for secondary moments caused by eccentric dead loads. The calculations shall include a pole and, if utilized, a base plate and anchor bolt analysis. The pole calculations shall be analyzed at the pole base, 5' pole intervals, and at each slip joint splice. At each of these locations, the following information shall be provided:
 - 2.2.1. The pole shafts diameter, thickness, section modulus, moment of inertia, and cross sectional area.
 - 2.2.2. The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each trapezoidal pole segment.
 - 2.2.3. The structures axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress, and combined stress ratio (CSR) at each elevation.
 - 2.2.4. The pole's angular and linear deflection at each elevation.
- 2.3. Calculations shall include an inherent summary page of applicable information pertaining to the design of pole foundation. The summary page shall include, at a minimum, the total base moment, axial force, shear force, pole shaft diameters and embedment depth information for common soil conditions.
- 2.4. Each individual calculation page must include the product type duly noted in the footer section. Further, each page must include the name of the manufacturer. Failure to comply will result in automatic submittal rejection.

3. Wind Speed & Design Criteria:

- 3.1. Wind velocities of 110 Mph with a 1.3 applicable gust factor must be utilized for design purposes. The structural design criteria may incorporate the full yield strength of materials to determine the pole shaft stresses and appropriate maximum allowable loading condition.

				 SIGNAL DIVISION Federal Signal Corporation 2645 FEDERAL SIGNAL DRIVE - UNIVERSITY PARK, IL 60466		
A1	SEE ECO# 06-4128	10/19/06	DJN			
A	REL TO PROD. ECO#06-4020	02/21/06	DJN	DRAWN BY: DJN	CHKD. BY: SC	SHEET
REV	CHANGE	DATE	BY	DATE: 02/16/06	DATE: 02/16/06	1 OF 4
NAME SPEC, STEEL POLE CONCRETE				DRAWING NUMBER 85001169A		

CONCRETE PIER MOUNTED STEEL POLE SPECIFICATIONS FOR SIRENS

4. Pole Shaft:


- 4.1. **Steel Specifications:** Each section of the pole shaft shall be of single ply material, and be made from a single sheet of steel with no circumferential welded splices. The pole shafts cross-section must be round or cross section. Shafts shall not be less than 11GA (.1196") thickness for either the top or bottom section. The pole shaft sections shall be high-strength steel meeting the requirements of ASTM A595 GR. A (55 Ksi Yield) for 3/16" (.1875") thickness
- 4.2. **Sectional Poles:** If utilized, each slip joint shall be assembled in the field by telescoping the upper female section over the lower male section by a minimum lap of 1.5 times the inside diameter of the respective upper "female" section. The female-telescoped area must be welded both inside and out to insure 100% weld penetration in an area equal to the minimum slip distance plus 9".
- 4.3. **Internal Cable Guides:** Pole shaft assemblies that exceed 50' in total height will be provided with an internal cable guide and strain relief assembly mechanism approximately half way up the total length of the structure. The cable guide must consist, at a minimum, of an offset bar, steel pipe sleeve with internal PVC sheathing to reduce wear, and a hand hole opposite the offset bar for access. The installation contractor will be responsible for providing respective kellys grip connectors required to relieve strain.
- 4.4. **Galvanizing:** Pole shaft sections shall be hot dip galvanized in accordance with the requirements of ASTM A123 specifications. Each shaft assembly must be completely coated, inside and out, in a single dip. Double dipping will not be permitted in compliance to USGA (United States Galvanizing Association) recommended practices and procedures to prevent acid entrapment. All miscellaneous connecting hardware shall be galvanized in accordance with ASTM A153 specifications.

5. Welding:

- 5.1. Welding shall be in accordance with AWS (American Welding Society) Structural Welding Code's most recent edition. Welders certified in accordance with the AWS Code shall perform all welding. Welds shall be free of cracks and under-cutting, and will be 100% visually inspected with questionable areas inspected by the magnetic particle non-destructive process.

6. Pole Top Mounting Plate:

- 6.1. Each pole assembly shall incorporate a pole top plate that shall accommodate exactly the mounting plate of the siren model to be installed. The top plate shall telescope (socket weld joint) the top of the pole top shaft and be welded both inside and out. The

				 SIGNAL DIVISION Federal Signal Corporation 2645 FEDERAL SIGNAL DRIVE - UNIVERSITY PARK, IL 60460		
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NAME SPEC, STEEL POLE CONCRETE				DRAWING NUMBER 85001169A		

CONCRETE PIER MOUNTED STEEL POLE SPECIFICATIONS FOR SIRENS


plate shall have holes drilled in a pattern that matches the mounting plate of the respective siren.

7. Miscellaneous Specifications:

- 7.1. **Grounding:** Provisions shall be supplied for ground wires to be attached directly to the steel pole using a minimum ½" machine bolt. For grounding, a minimum #2AWG bare copper conductor shall be connected with compression connectors or CAD welding to two 10' x 5/8" Copper Clad ground rods installed in undisturbed soil approximately 3' and 23' from the pole, unless prohibited by installation site circumstances.
- 7.2. **Hand-holes:** Hand holes with covers shall be provided with-in easy reach of each cable entry and exit point.
- 7.3. **Pole Openings:** All openings in the pole for conduit, mounting nuts, hand-holes or for other reasons must be sealed with galvanized plugs or bolts during installation. The installation contractor is responsible for providing the appropriate materials to complete this requirement.
- 7.4. **Hardware:** All exterior hardware used for installation of siren equipment, wiring and other components shall be stainless steel, aluminum, galvanized, or zinc alloy.
- 7.5. **Anti-Oxidant:** Anti-oxidant shall be applied during installation to the following surfaces: all contact between dissimilar materials; all ground wire connections; all equipment mounting hardware intended to provide a ground path, all conduit joints.
- 7.6. **Conduits:** All exposed conduit shall be metallic liquid tight, rigid aluminum or galvanized pipe.
- 7.7. **Electrical:** All wiring shall meet the requirements of the siren equipment manufacturer and the National, State, Local Electrical Codes. In all cases, the higher standard shall prevail as the minimum requirement.


8. Concrete Pier Mount Specifications:

- 8.1. These specifications apply to the construction/manufacture of centrifugally cast pre-stressed and/or poured concrete foundations for steel poles.
- 8.2. Foundation Pier Design shall be designed to meet AASHTO-LTS-4, 2001 loadings for highway and sports lighting poles and to ANSI loadings for distribution poles.
- 8.3. **Materials**
 - 8.3.1. **Coarse Aggregate:** Shall be clean washed limestone or granite with a maximum size of 3/8", so graded as to achieve optimum quality in the finished product and shall conform to ASTM- C33.
 - 8.3.2. **Fine Aggregate:** Shall be clean washed concrete grade pit sand free of clay and other deleterious matter and shall conform to ASTM- C33.
 - 8.3.3. **Cement:** Shall be high early strength, equal to ASTM C-150, Type 1 or Type 3 and CSA Type 10 or Type 30.

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NAME SPEC, STEEL POLE CONCRETE				DRAWING NUMBER 85001169A		

CONCRETE PIER MOUNTED STEEL POLE SPECIFICATIONS FOR SIRENS

- 8.3.4. Admixtures: Admixtures, Water reducers, retardant or accelerating admixtures shall conform to ASTM - C494.
- 8.3.5. Water: Shall be free of acids, alkalis and organic materials.
- 8.3.6. Steel-Pre-stressing steel reinforcement: Shall conform to ASTM A416 and CSA G279. Deformed reinforcing bars shall conform to ASTM A615, and CSA G30.12. Helical Reinforcing wire shall conform to ASTM A82 and when applicable have a hot dipped galvanized coating as per ASTM A641, Class 3.
- 8.3.7. Color Pigments: Where used shall be non-fade iron or chromium oxides.
- 8.3.8. Hardware: All fasteners must be hot dip galvanized as per ASTM A153 or zinc alloy as per AC41A. All structural steel shall be hot dip galvanized in accordance with ASTM A123 and shall conform to ASTM A36.
- 8.4. Construction/Manufacturing
- 8.4.1. The concrete used shall achieve a minimum 28-day compressive strength, of 3,000 psi.
- 8.4.2. Pre-stressed Foundations: Piers shall be steam cured to a 3-day strength, and thereafter stored under cover for 72 hours at a minimum temperature of 50 degrees Fahrenheit (10 degrees Celsius). In areas subject to frequent freeze/thaw conditions an air entrainment admixture shall be used to produce a 5-8% air content in the mix. The steel cage shall be positioned in the mold by means of plastic spacers to ensure a minimum concrete cover over the longitudinal reinforcing steel of 5/8". Only steel molds shall be used, and concrete shall be compacted by the centrifugal spinning process. Pre-stressing steel reinforcement shall be stressed to a maximum of 70% of their ultimate capacity, and shall not be released until a minimum compressive strength of 2,100 psi has been achieved.
- 8.5. Quality Control
- 8.5.1. A production drawing shall be provided for each type of pier foundation design, and a quality control technician shall approve each stage of construction/manufacture before proceeding to the next. A concrete cylinder test shall be performed for each 100 cubic yards poured. A final quality control check shall be carried out on each pole after manufacturing is completed. All quality control procedures shall be mandated in a written manual and be available for inspection.

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NAME SPEC, STEEL POLE CONCRETE				DRAWING NUMBER 85001169A		

DIRECT EMBEDMENT STEEL POLE SPECIFICATIONS FOR SIRENS

1. General:


- 1.1. The steel structure shall consist of a pole with a direct embedded shaft foundation and provisions for a top mounted siren assembly and all appurtenances directly to the pole structure.
- 1.2. The purchaser, prior to manufacturing and installation, must approve the final design. A copy of the design calculations and drawings are to be approved by a qualified engineer and officially marked with their Professional Engineer's stamp of approval.

2. Structural Design:

- 2.1. The Siren Pole Structure, consisting of the pole and foundation, shall be designed for the combined effective projected area (EPA) and weight of all attached fixtures. Designs shall incorporate a minimum fixture EPA and weight value of the intended siren assembly.
- 2.2. The pole shall be analyzed in its final deflected position to account for secondary moments caused by eccentric dead loads. The calculations shall include a pole and, if utilized, a base plate and anchor bolt analysis. The pole calculations shall be analyzed at the pole base, 5' pole intervals, and at each slip joint splice. At each of these locations, the following information shall be provided:
 - 2.2.1. The pole shafts diameter, thickness, section modulus, moment of inertia, and cross sectional area.
 - 2.2.2. The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each trapezoidal pole segment.
 - 2.2.3. The structures axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress, and combined stress ratio (CSR) at each elevation.
 - 2.2.4. The pole's angular and linear deflection at each elevation.
- 2.3. Calculations shall include an inherent summary page of applicable information pertaining to the design of pole foundation. The summary page shall include, at a minimum, the total base moment, axial force, shear force, pole shaft diameters and embedment depth information for common soil conditions.
- 2.4. Each individual calculation page must include the product type duly noted in the footer section. Further, each page must include the name of the manufacturer. Failure to comply will result in automatic submittal rejection.

3. Wind Speed & Design Criteria:

- 3.1. Wind velocities of 110 Mph with a 1.3 applicable gust factor must be utilized for design purposes. The structural design criteria may incorporate the full yield strength of materials to determine the pole shaft stresses and appropriate maximum allowable loading condition.

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NAME SPEC, STEEL POLE DIRECT EMBEDMENT				DRAWING NUMBER 85001170A		


DIRECT EMBEDMENT STEEL POLE SPECIFICATIONS FOR SIRENS

4. Pole Shaft:

- 4.1. **Steel Specifications:** Each section of the pole shaft shall be of single ply material, and be made from a single sheet of steel with no circumferential welded splices. The pole shafts cross-section must be round or cross section. Shafts shall not be less than 11GA (.1196") thickness for either the top or bottom section. The pole shaft sections shall be high-strength steel meeting the requirements of ASTM A595 GR. A (55 Ksi Yield) for 3/16" (.1875") thickness
- 4.2. **Sectional Poles:** If utilized, each slip joint shall be assembled in the field by telescoping the upper female section over the lower male section by a minimum lap of 1.5 times the inside diameter of the respective upper "female" section. The female-telescoped area must be welded both inside and out to insure 100% weld penetration in an area equal to the minimum slip distance plus 9".
- 4.3. **Internal Cable Guides:** Pole shaft assemblies that exceed 50' in total height will be provided with an internal cable guide and strain relief assembly mechanism approximately half way up the total length of the structure. The cable guide must consist, at a minimum, of an offset bar, steel pipe sleeve with internal PVC sheathing to reduce wear, and a hand hole opposite the offset bar for access. The installation contractor will be responsible for providing respective kellys grip connectors required to relieve strain.
- 4.4. **Galvanizing:** Pole shaft sections shall be hot dip galvanized in accordance with the requirements of ASTM A123 specifications. Each shaft assembly must be completely coated, inside and out, in a single dip. Double dipping will not be permitted in compliance to USGA (United States Galvanizing Association) recommended practices and procedures to prevent acid entrapment. All miscellaneous connecting hardware shall be galvanized in accordance with ASTM A153 specifications.
- 4.5. **Embedment Coating:** The embedded section of shaft shall be top coated with a Madison Chemical, Corrocrete II Classic (i.e. coal tar or mastic) material that will provide additional corrosion protection with the galvanized shaft. The coating shall be applied on the exterior of the shaft. The coating will be applied for a distance equal to the embedment depth plus 6".

5. Welding:

- 5.1. Welding shall be in accordance with AWS (American Welding Society) Structural Welding Code's most recent edition. Welders certified in accordance with the AWS Code shall perform all welding. Welds shall be free of cracks and under-cutting, and will be 100% visually inspected with questionable areas inspected by the magnetic particle non-destructive process.

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NAME SPEC, STEEL POLE DIRECT EMBEDMENT				DRAWING NUMBER 85001170A		

DIRECT EMBEDMENT STEEL POLE SPECIFICATIONS FOR SIRENS

6. Pole Top Mounting Plate:


- 6.1. Each pole assembly shall incorporate a pole top plate that shall accommodate exactly the mounting plate of the siren model to be installed. The top plate shall telescope (socket weld joint) the top of the pole top shaft and be welded both inside and out. The plate shall have holes drilled in a pattern that matches the mounting plate of the respective siren.

7. Miscellaneous Specifications:

- 7.1. **Grounding:** Provisions shall be supplied for ground wires to be attached directly to the steel pole using a minimum 1/2" machine bolt. For grounding, a minimum #2AWG bare copper conductor shall be connected with compression connectors or CAD welding to two 10' x 5/8" Copper Clad ground rods installed in undisturbed soil approximately 3' and 23' from the pole, unless prohibited by installation site circumstances.
- 7.2. **Hand-holes:** Hand holes with covers shall be provided within easy reach of each cable entry and exit point.
- 7.3. **Pole Openings:** All openings in the pole for conduit, mounting nuts, hand-holes or for other reasons must be sealed with galvanized plugs or bolts during installation. The installation contractor is responsible for providing the appropriate materials to complete this requirement.
- 7.4. **Hardware:** All exterior hardware used for installation of siren equipment, wiring and other components shall be stainless steel, aluminum, galvanized, or zinc alloy.
- 7.5. **Anti-Oxidant:** Anti-oxidant shall be applied during installation to the following surfaces: all contact between dissimilar materials; all ground wire connections; all equipment mounting hardware intended to provide a ground path, all conduit joints.
- 7.6. **Conduits:** All exposed conduit shall be metallic liquid tight, rigid aluminum or galvanized pipe.
- 7.7. **Electrical:** All wiring shall meet the requirements of the siren equipment manufacturer and the National, State, Local Electrical Codes. In all cases, the higher standard shall prevail as the minimum requirement.

8. Direct Burial Pole Embedment:

- 8.1. For direct burial poles, the pole shaft shall be designed for direct embedment into the earth. The pole shaft embedment depth shall at a minimum be 10'.
- 8.2. A bearing mechanism shall be provided that will prevent the structure from further settling after installation.
- 8.3. Installation specifications shall include the minimum requirements for the installation hole diameter and depth, the foundation, and the backfill requirements to meet the design specifications in common soil conditions.

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NAME SPEC, STEEL POLE DIRECT EMBEDMENT				DRAWING NUMBER 85001170A		

Calculation of the force (lbs.) per cell of the Modulator Siren (excluding pole).

Given: one cell = 4.64 ft.² 40 ft. off the ground

1. Calculated force of wind at 110 mph (shoreline), exposure D (flat, unobstructed coastal areas on frontal area 4.64 square feet as per American National Standards Institute A 58.1. "Minimum design loads for buildings and other structures."

Given: $F \text{ (lbs.)} = q_z G_h C_f A_f$ where

q_z = Velocity pressure evaluated at height Z above ground in pounds (force) per square foot.

G_h = Gust response factor for main wind force resisting systems evaluated at height $Z = h$.

C_f = Force coefficient to be used in determination of wind loads for other structures.

A_f = Area of other structures or components and cladding thereof projected on a plane normal to wind direction, in square feet.

- a) Solving for q_z : $q_z = (0.00256) K_z (IV)^2$ (Eqn 3)

Where K_z = velocity pressure exposure coefficient evaluated at height Z and

I = Importance Factor

V = Basic Wind Speed Obtained
from Figure 1 and Table 7 in Miles Per Hour or

$$q_z = (.00256) (49.86 \text{ ft.}^2) (1.46) \{1.05 (110)\}^2 = 49.86 \text{ lb/ft}^2$$

- b) $G_h = 1.11$ from Table 8 (Exp D, 40 ft.)

- c) C_f (Force Coefficient)

$C_f = 0.7$ (estimated)

- d) $A_f = 4.64 \text{ ft.}^2$

Therefore,

Used on 110 mph = Velocity

Model 1004	=360 lbs.
Model 2008	=540 lbs.
Model 3012	=720 lbs.
Model 4016	=900 lbs.
Model 5020	=1080 lbs.
Model 6024	=1260 lbs.



Paul Graham P.E.
Paul Graham, P.E., 5/13/93

Battery Information

Batteries

Battery types tested and approved for use in the following siren equipment:

FC/UV Controller Battery Cabinets:

DC/DCFCT/UltraVoice UV Series	
Federal Signal Part Number	Description
IK-BATT-STD (Standard battery)	FVP DC24-6
IK-BATT-EXT (Extended battery)	Delco S2000
15500007A	AGM 79Ah MK Battery 8A24
15500007A-01	AGM 92Ah MK Battery 8A27
15500007A-02	AGM 105Ah MK Battery 8A31
15500007A-03	GEL 73Ah MK Battery 8G24
15500007A-04	GEL 88Ah MK Battery 8G27
15500007A-05	GEL 97Ah MK Battery 8G31

UltraVoice Indoor UVIC Series

Federal Signal Part Number: 155197A

(Federal Signal will typically supply either the MK Battery ES-50-12 or Engineered Power Systems HZ2B12-44 or equivalent)

Weatherbug

Federal Signal Part Number: 155194A

(Federal Signal will typically supply Panasonic LC-R127R2P)

FCT Series

Federal Signal Part Number: 155193A

(Federal Signal will typically supply the Power Sonic PS-12120L or equivalent)

Informer Series

Federal Signal Part Number: 155191A

(Federal Signal will typically supply the Yuasa/Exide NP1.2-6 or equivalent)

To order replacement batteries, contact Federal Signal Customer Service at 800-548-7229.



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

PRODUCTS & SERVICES OVERVIEW

Protecting people and our planet

Federal Signal Corporation is the leader in alerting & notification solutions for communities and facilities around the world. Our solutions include systems for Command & Control, Interoperable Communication, Notification Messaging, Indoor & Outdoor Warning Systems, Intercom & Public Address/General Alarm, Video Surveillance, Access Control, In-Car Video, CBRN Detection, and Broadband Wireless Communications. Our total solutions approach utilizes a variety of technologies enabling municipalities, campus, healthcare and industrial facilities, military installations, and utilities to maintain the safety, security, and well-being of their constituents and personnel. Our market leading software, equipment, and services deliver "holistic" alerting and notification systems that integrate outdoor, indoor, and personal notification systems over a redundant networked platform. Below is a snapshot of the products we offer in various markets.

PUBLIC WARNING NOTIFICATION

- **Command & Control**
Commander Software
Geo-Targeted Activation
SS2000+ Encoder
UV Electronic Siren Controller
UV Indoor Controller FC/DC
Control series Cellular/Satellite Communications
LMR/Trunking/TETRA Communications
Broadband Wireless and IP Communications
- **Outdoor Warning Solutions**
Electronic Sirens
 - Modulator II
 - DSA
 Electro-Mechanical Sirens
 - 2001-130
 - 508
 - Eclipse-8
- **Indoor Notification Solutions**
I-PAS PA/GA
Centralized Public Address
Tone-Alert & Voice Alert Devices
Strobes & Speakers
PS Series Push Button Stations
- **Integrated Communications Systems**
SmartMsg Communication System
CBRN Detection System
Speed Enforcement
Mobile, In-Car Video
Broadband Wireless Networking
Remote Terminal Units

INDUSTRIAL, OFFSHORE COMMUNICATIONS

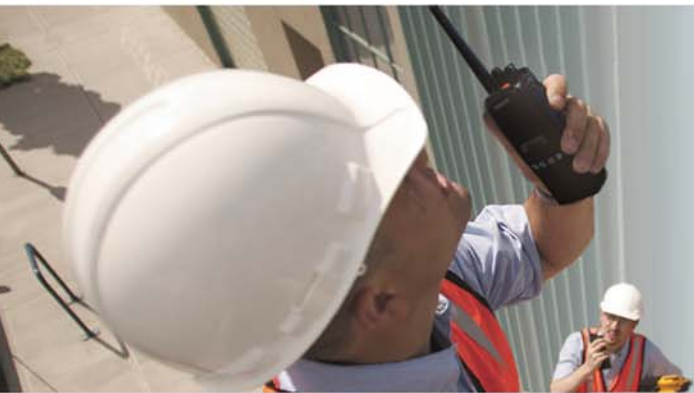
- **Communications Solutions**
ECHO Digital Intercom & Communications System
PAGASYS Public Address & General Alarm
SelectTone Two-way, Multi-party Intercom & Paging System
- **Life Safety & Security Solutions**
Edge Rough Duty UPS
PBX Systems
Audible & Visual Signals
Access Control Systems

PROFESSIONAL SERVICES

- Engineering Design & Consulting
- Network System Architecture
- System Integration Planning
- System Specification Advising
- Program/Project Management
- Factory & System Acceptance Testing
- Installation
- Commissioning
- Preventative Maintenance
- Field Services & Warranty Support

KENWOOD

Listen to the Future



TKR-750/850

VHF/UHF FM Repeater-Base Units

A versatile unit, the TKR-750/850 is a 16-user group conventional repeater, a simplex or full duplex base station or the RF core of a trunking system. Advanced features include DSP audio processing, DTMF over-the-air remote control and programmable Auxiliary I/O's.

CONVENTIONAL REPEATER OPERATION

The TKR-750/850 are "community repeater-ready" with a built-in internal 16 QT/DQT group controller and programmable repeater functions such as CW Transmitter ID, Hang-Timer, Time-Out-Timer and Repeat Enable/Disable Key. The 15W-to-50W (TKR-850: 15W-to-40W) adjustable output power is ideal for on-site low power repeater applications.

CONVENTIONAL OR TRUNKING SYSTEM USE

The TKR-750/850 can serve as the core element of any conventional or trunking repeater system. The internal conventional controller can be used, or an external conventional or trunking logic controller can be easily interfaced for advanced systems.

SIMPLEX OR DUPLEX BASE STATION OPERATION

The TKR-750/850 can be operated in simplex or full-duplex base station mode with up to 16 channels and priority scan. Internal solid state antenna switching is provided for simplex single-antenna base station operation. The accessory connectors provide remote control interface. Also programmable are the six PF function keys, LED indicators, control/warning/alert/power-on tones and tone volume for facilitating any remote site installation.

DTMF OVER-THE-AIR REMOTE CONTROL

All front panel PF Key functions and AUX Input functions can be remotely activated and deactivated over-the-air via DTMF codes (up to 16 digits each) and provide an acknowledgement single tone or custom DTMF transpond code. Also AUX Inputs, upon activation and deactivation will encode unique DTMF codes for monitoring and alarm purposes.

LED DISPLAY & INDICATORS

The enhanced 7-segment/2-character front panel LED provides 2-character alphanumeric channel designator and scan indicator for base station operation, a PLL unlock indicator and a PC program mode status. Front panel dual-color LED's provide Transmit, Busy, Primary/Backup DC Power indications.

BACKUP POWER FEATURES

The Backup Battery Warning Tone transmits an over-the-air 5-second tone after DC supply has switched from "main" to "backup" power. Optionally a reminder Operation Tone can be transmitted while on backup power. These tones can be triggered when either DC power is connected to the "backup" DC input line or when the supplied voltage is lower than the programmed Power Supply Level DC voltage setting.

REPEATER FEATURES

- Full-Duplex Operation
- Built-in 16 QT/DQT Tone/Code Pair Community Repeater Operation
- External Controller Interface
- Conventional or Trunking Controller Compatible
- Repeat Enable/Disable
- 8 CW Transmitter IDs
- Repeat Hold Timer (hang timer)
- Time Out Timer

BASE STATION FEATURES

- 16 Channel
- Simplex or Full Duplex Operation
- Antenna Switch For Simplex/Single Antenna Operation
- Priority Scan
- Remote Control Inputs
- 7-Segment 2-Character Channel & Scan LED
- 2 Character Alphanumeric Channel Designator
- Power/Transmit/Busy LED Indicators
- 6 Lighted PF Keys
- Local Takeover/Remote PF Key
- Channel Up/Down PF Keys
- Volume Control Knob
- Courtesy Tone
- Front Microphone Jack
- Front Panel Speaker
- Voice Encryption Port

GENERAL

- 19" Rack Mount Design
- Primary DC Input Connector
- Auto-Switched Back-up DC Input Connector
- Backup Battery Warning/Operation Tones
- Rear External Speaker Output (4 Watts Audio)
- Rear Test-Speaker-AUX Connector (15-Pin)
- Built-in Cooling Fan (temperature or continuous)
- Programmable AUX Input/Output Functions
- BCD Remote Channel Selection (4 lines)
- Toggle or Momentary Operation on AUX Input Ports
- Pre-Emphasis On/Off Control (at TA AUX Input)
- DSP Processed QT/DQT
- DSP Processed Companded Audio
- QT/DQT Squelch-Tail Elimination
- Beep Tones for Control, Warning, Alert & Power On
- Electronic Serial Number (ESN)
- Embedded Message with Password Protection
- High Stability Oscillators (TCXO)
- Windows® 98/2000/Me/XP PC programming & tuning
- Flash Memory



Options

■ KMC-27A

Microphone
(with Noise Canceling)



■ KMC-27B

Microphone



■ KMC-9C

Desktop Microphone



■ KES-5

External Speaker



* Not all accessories may be available, please contact dealers for details.

Specifications

	TKR 750	TKR 850
GENERAL (Measurements made per TIA/EIA-603)		
Frequency Range		
Type 1:	146 ~ 174 MHz	450 ~ 480 MHz
Type 2:	136 ~ 150 MHz	480 ~ 512 MHz
Type 3:	—	400 ~ 430 MHz
Number of Channels		16
Channel Spacing		
Wide	30, 25 kHz	25 kHz
Narrow	15, 12.5 kHz	12.5 kHz
(PLL channel stepping)	(2.5, 5, 6.25 kHz)	(5, 6.25 kHz)
Operating Voltage	13.6 V DC \pm 15%	
Current Drain		
Standby		0.8 A
Standby (w/power save)		0.3 A
Operating mode; DC-IN: Backup, FAN: Temp, SAVE: On, DISP: Off		
Receive		1.2 A
Transmit/Receive	Less than 12 A	
Duty Cycle	Receive: 100%, Transmit: 100% at 25 watts	
Frequency Stability	Less than \pm 0.0002% (-22° F ~ +140° F)	Less than \pm 0.00015% (-22° F ~ +140° F)
Operating Temperature Range	-22° F ~ +140° F (-30° C ~ +60° C)	
Dimensions (W x H x D)	19 x 3-1/2 x 13-1/3 in. (483 x 88 x 340 mm)	
Weight (net)	21.4 lbs. (9.7 kg)	
FCC ID		
Type 1:	ALH31103110	ALH31113110
Type 2:	ALH31103120	ALH31113120
Type 3:	—	ALH31113130
FCC Compliance		
Type 1:	22, 74, 90, 90.210	22, 74, 90, 90.210, 95
Type 2:	90, 90.210	90, 90.210
Type 3:	—	90, 90.210
IC Certification		
Type 1:	282195726A	282195725A
Type 2:	282195742A	—
Type 3:	—	282196779A
RECEIVER (Measurements made per TIA/EIA-603)		
Antenna Impedance	50 Ω	
Sensitivity:		
12 dB SINAD	0.35 μ V (-116 dBm)	
20 dB Quieting	0.45 μ V (-114 dBm)	
Selectivity		
Wide	85dB at \pm 30 kHz	83 dB at \pm 25 kHz
Narrow	80 dB at \pm 15 kHz	75 dB at \pm 12.5 kHz
	77 dB at \pm 12.5 kHz	
Intermodulation		
Wide	80 dB at \pm 30,60 kHz	78 dB at \pm 25,50 kHz
Narrow	75 dB at \pm 15,30 kHz	75 dB at \pm 12.5,25 kHz
Hum & Noise		
Wide		50 dB
Narrow		45 dB
Audio Output (Ext. Speaker)	4 W (at 4 Ω , less than 5% distortion)	
Spurious & Image Rejection	90 dB	
Audio Distortion (Ext. Speaker)	Less than 2.5% at 1000 Hz	
Band Spread		
Type 1:	3 MHz	5 MHz
Type 2:	3 MHz	5 MHz
Type 3:	—	3 MHz

	TKR 750	TKR 850
TRANSMITTER (Measurements made per TIA/EIA-603)		
Antenna Impedance	50 Ω	
RF Power Output		
Hi	50 W	40 W
Low	25 W	25 W
	(100% duty at 15-25 W)	(100% duty at 15-25 W)
APC Variable Range	15-50 W	15-40 W
Type of Emission		
Wide	16K0F3E	
Narrow	11K0F3E	
Spurious Response	80 dB	
FM Hum & Noise		
Wide	50 dB	
Narrow	45 dB	
Microphone Impedance	600 Ω	
Audio Distortion	Less than 3% at 1000 Hz	
Band Spread		
Type 1:	28 MHz	30 MHz
Type 2:	14 MHz	32 MHz
Type 3:	—	30 MHz
REPEATER CONTROL (Measurements made per TIA/EIA-603)		
Signaling (simultaneously)		
Max. Number of Tones	16	
QT Decoder/Encoder		
Tone Frequency	67.0 ~ 210.7Hz (0.1Hz step)	
Decoder Response Time	250 ms or less	
Squelch Tail Elimination Time	140 to 200 ms	
Encoder Frequency Error	±0.3% or less	
Sensitivity	SINAD 8 dB or less	
DQT Decoder/Encoder		
DQT code	23 bits total: a 3-digit octal number (0 ~ 7, 12 bits) with error correction (11 bits)	
Decoder Response Time	250 ms or less	
Turn-off Code Transmission Time	140 to 200 ms	
Sensitivity	SINAD 8dB or less	
Time out Timer	Off to 30 min.	
Repeat Hold Time	Off to 10 sec.	
EXTERNAL CONTROL		
CW ID		
Maximum Modulation	Maximum deviation of 40%±10%	
CW Tone Frequency	400Hz to 2000Hz, (default 800Hz)	
Morse Code Speed	5 to 30 words per minute, (default 20WPM)	
Maximum Character Memory	Up to 32 characters (includes space)	
CW Message		
Maximum Character	Up to 32 characters per bank (includes space)	
Number of Banks	8 banks	
Test Tone		
Maximum Modulation	Maximum deviation of 60%	
Test Tone Frequency	300Hz to 3000Hz (default 1000Hz)	

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Kenwood USA Corporation is committed to a policy of constant improvement in features, quality and performance. To accommodate these improvements, all technical information and specifications are subject to change without notice. Custom options and configurations are available, if needed. For more information, call 1-800-TRUNKING.

KENWOOD

Kenwood U.S.A. Corporation

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ADS#44807 Printed in USA

Henry Henderson; CEO, Professional Communications, LLC.	
Education	BS, Business Finance, Virginia Tech
Registrations/Certifications	<ul style="list-style-type: none"> • FCC licensed Radio Amateur (Advanced Class) • Kenwood Certified Technical Training • Zetron Radio Console technical certification • Eight Industry sponsored schools in communications
Special Qualifications and Training Relevant to the Proposed Project	<ul style="list-style-type: none"> • 38 Years' Experience RF electronics • Class A contractor
Experience Record	
<p>Mr. Henderson is a multi-talented management professional with a broad background in management, engineering and operations. His past experience provides an unusually diverse combination of skills in radio communications and innovative problem solving. Mr. Henderson has performed and led others in all aspects of the project management process. He is well experienced in building high-performance, technically astute teams who consistently exceed expectations. Mr. Henderson has had profit and loss responsibility for over 25 years. He has 30 years' experience as a contractor at many sites in Virginia and domestically. He has 30 years of extensive Radio Communication experience in Public Safety.</p> <p><u>Relevant Experience Includes:</u></p> <p><i>NRVECRA, New River Valley Emergency Communications Response Agency, Montgomery County, 2012-2013</i> — Mr. Henderson was the primary company contact with clients including the Blacksburg and Virginia Tech PD, MCSO, and Radford PD, for designing and implementing a regional interoperability system and upgrades. He was principally involved in all aspects of the proposal, design, negotiation, system testing, and status presentations at customer sites.</p> <p>System design and implementation included interoperable radio communications among participating departments, repeaters, and base station equipment including new broadcast antennas for greater area coverage. Mr. Henderson worked closely with all key County, Town Emergency managers and Police Chiefs involved in the project to synergize the system for maximum impact in increased inter-agency communications capability. In addition ProComm has entered into a long term maintenance contract with NRVECRA for all system equipment</p> <p><i>Virginia Tech Police Department – Blacksburg, VA, 2011-</i> Mr Henderson served as the primary point of contact for the design and installation of a 3 position VOIP based console system utilizing the Bosch Telex C-Soft networking software for the E911 radio dispatching console. This project included the upgrading of all control radios with an antenna design to eliminate interference. It also included the installation of 12 radios and 3 interfaced off-site base radios into the console system. To cover emergency Mr. Henderson designed and provided a battery supply system that completely isolates the sensitive dispatch equipment from the power grid.</p>	

Bruce Grimes; Senior Account Representative, Professional Communications, LLC.

Education	BA, Seton Hall University
Registrations/Certifications	<ul style="list-style-type: none">• Zetron Technical Certification• Kenwood Technical Sales Certification
Special Qualifications and Training Relevant to the Proposed Project	<ul style="list-style-type: none">• 28 years radio and instrumentation technical sales• Expert in equipment evaluation and specification design

Experience Record

Mr. Grimes has been a technical account representative with ProComm since 1980 with a strong background in radio communication system consulting and design. Prior to his career at ProComm, he spent the early part of his career in laboratory instrumentation and technical sales. His extensive experience in the understanding of emergency call center and public safety radio communications equipment and performance requirements is extremely valuable to ProComm's customer base in terms of designing and sourcing equipment systems which are economical while at the same time offering the best value in high performance response and operations.

Relevant Experience Includes:

REMSI (Regional Emergency Medical Services, Pulaski County Rescue Squads, Pulaski, VA — Mr. Grimes was the primary company contact with the client, recommending the design and installation of a county-wide UHF/Low VHF cross band multi-site communications system. In addition, Mr. Grimes also proposed and secured an agreement for the regular maintenance and support of this system.

County of Cumberland, 911 EOC, Cumberland County, VA - Mr. Grimes was the primary point of contact and early stage design for a complete 3 site simulcast system using Kenwood repeaters, Harris Mux, and a Nera MicroWave backbone system. In addition, Mr. Grimes secured the building of a 125 ft. tower and associated site buildings. His recommendations resulted in the complete system commissioning and conversion of all county radio equipment to this new UHF 4 channel system. The project included the installation of a new Telex C-Soft dual position console to upgrade dispatch and E911 center.

County of Botetourt, Fincastle, VA – Mr. Grimes recommended the equipment necessary for the Installation of a 4 position C-Soft console dispatch system for Botetourt County which operates over 900 radio units throughout the County. In addition, the project included a new UHF multi-site communications system, a relocated and upgraded E911 center console system, as well as an incident command trailer with radios, interoperability switch, and back up power source.

Mark Wright; Senior Engineer, Professional Communications, LLC.	
Education	Wytheville Community College - Industrial Controls studies and radio engineering, technology, and design
Registrations/Certifications	<ul style="list-style-type: none"> • Zetron Technical Certification • Bosch Telex IP Console Training Certificate • 5 Industry-sponsored schools covering data, microprocessor
Special Qualifications and Training Relevant to the Proposed Project	<ul style="list-style-type: none"> • 28 years' experience in RF electronic service and service management • 20 years of Public Safety radio system, and E911 center design and installation experience
Experience Record	
<p>Mr. Wright Has 28 years of experience in RF electronic service and service management with companies including US Cellular, LandAir Communications, Two Way Radio, and ProComm. He has extensive experience in the design and building of Public Safety radio systems, E911 centers, microwave systems, cell sites, mobile and fixed data and IP communications systems. Mr. Wright stays abreast of recent trends in technology covering data, microprocessors, and RF electronic systems.</p> <p>.</p> <p><u>Relevant Experience Includes:</u></p> <p><i>Town of Blacksburg, Police Department, Blacksburg, VA</i> - Mr. Wright installed an 800 Mhz. multi-site communications system including the design and construction of the 911 dispatch center and 3 position console system. Major equipment included an Orbacom Console, Tait fixed site base station/repeaters, and over 125 programmed Kenwood mobiles and portables.</p> <p><i>New River Valley Regional Jail, Dublin, VA</i> – Mr. Wright was the lead engineer for the design and installation of a new UHF multi-site communications system which covered 6 counties as well as the jail interior.</p> <p><i>Town of Blacksburg, Fire Department, Blacksburg, VA</i> – Mr Wright designed and installed an incident command trailer with radios, interoperability switch, and backup power source. Further, he designed and installed a 2 site receiver voter system for the primary VHF repeater channel in order to gain coverage inside VA Tech buildings. He also developed, designed, and constructed a new tower facility to serve the public safety services of Blacksburg for far into the future. The site is “off the power grid” and totally solar powered.</p>	

Education / Development

B.S., Electronic Engineering,
University of Illinois

Division of Alerting & Notification Systems

Tom joined Federal Signal Corporation in 1973 and currently serves as a Senior Field Application Engineer. In his role, Tom is responsible for ensuring that all systems designs and engineering specifications meet customer expectations. Tom is responsible for planning, coordinating, maintaining and overseeing activities related to the application and service of Federal Signal's safety and security software programs, applications and professional services.

Tom is also tasked with performing detailed internal acceptance testing, system configuration and wiring, quality testing, built mark-ups, and system documentation. He conducts advanced training sessions for customers to operate siren systems efficiently and with confidence and services equipments at the request of customers.

Tom provides technical support to the team responsible for a subset of business systems applications. He is familiar with a variety of field concepts, practices, and procedures and relies on extensive experience and judgment for planning and accomplishing customer's goals.

Highlighted Outdoor Warning System Projects

- Outdoor Warning Systems & Support, Diablo Canyon, PG&E – California
- Outdoor Warning Systems, BP Corporation – Texas
- Outdoor Warning Systems, Whiting Petroleum Corporation – North Dakota
- Outdoor Warning Systems, SCANA Corporation – South Carolina
- Outdoor Warning Systems, Joint Base McGuire-Dix-Lakehurst – New Jersey
- Outdoor Warning Systems, Serco North America – Virginia
- Outdoor Warning Systems, MacDill Air Force Base – Florida
- Outdoor Warning Systems, Joint Base Myers/Henderson Hall – Virginia
- Outdoor Warning Systems, Minneapolis ARS-AtHoc, Inc. – Minnesota
- Outdoor Warning Systems, U.S. Ft. Bliss Army Base – Texas
- Outdoor Warning Systems, U.S. Ft. Bragg Army Base – North Carolina
- Outdoor Warning Systems, U.S. Robbins Air Force Base – Georgia
- Outdoor Warning Systems, Pine Bluff Arsenal (CCSEP) – Texas
- Outdoor Warning Systems, Royal Jordanian Air Force Warning System – Jordan

Nicholas Desautels

Project Manager

ndesautels@federalsignal.com

Education / Development

B.S., Project Management, ITT
Technical Institute

A.A.S., Electronics Engineering
Technology, ITT Technical Institute

Division of Alerting & Notification Systems

Nick has over 14 years of client services with extensive experience in managing and installing complex outdoor siren warning systems. In his role as Project Manager, Nick is responsible for effectively managing projects from contract award through customer acceptance. Since he joined Federal Signal in 2000, he has been responsible for developing, implementing, and managing project management methodologies for customers and internal projects for the Division, as well as developing and implementing new processes.

In addition, Nick conducts advanced training sessions for customers to operate siren systems efficiently and with confidence. He also assists in the formulation of procedures and best practices for siren system users. Nick also provides technical support to the team responsible for a subset of business systems applications. As a direct link providing solutions and troubleshooting activities for our customers, Nick performs ongoing maintenance, testing and reviewing of systems and develops appropriate solutions for our customers.

Nick has demonstrated success in developing and cultivating strong relationships with customers, subcontractors and business partners. Not only does he ensure successful deployments of products and services, he also works diligently to improve the company's core project management practices to maintain healthy, long-lasting relationships with our customers.

Highlighted Projects

- U.S. Navy Base Outdoor Warning Installation/Maintenance, Serco North America - Virginia
- Statewide Disaster Warning & Communication Services, State of Hawaii
- Multiple Outdoor Warning Systems, State of Alaska – Alaska
- U.S. Air Force Outdoor Warning Installation/Maintenance, MacDill Air Force Base - Florida
- U.S. Army Outdoor Warning Installation/Maintenance Ft. Meade Army Base - Maryland
- U.S. Air Force Outdoor Warning Installation/Maintenance, Robins Air Force Base - Georgia
- Indoor/Outdoor Base-Wide Mass Notification, Fort Sam Houston - Texas
- Statewide Disaster Warning & Communication Services, Country of Japan
- Statewide Disaster Warning & Communication Services, State of Alaska
- Multiple Outdoor Warning Systems, City of Dallas – Texas

Alex Papadatos

Global Systems Engineering Manager

apapadatos@federalsignal.com

Education / Development

B.S., Electronics Engineering
Technology, DeVry University

Global Solutions - Americas

Alex joined Federal Signal in 2005 and is responsible for managing the technical engineering direction for the development, design and systems integration for client engagement from definition phase through implementation. Alex ensures that all system design engineering meet the requirements and functionality for the solutions deployed. Alex applies significant knowledge of industry trends and developments to improve service to our clients. He also oversees product positioning for both business and technical users where he identifies all technical issues of assigned accounts to assure complete customer satisfaction through all stages of the sales process.

As a leader of the presales and post-sales team, Alex collaborates with project and contract managers, providing status updates pertaining to development efforts and serves as liaison between development team and project manager. He understands complex database concepts and effectively employs different database design techniques. He also resolves and/or escalates issues in a timely fashion.

Drawing upon his expertise, Alex plays an integral role in the sales and design teams where he provides superior knowledge of standard concepts, practices and procedures within an array of market segments.

Highlighted Mass Notification System Projects

- Atucha I Nuclear Power Plant - Argentina
- BP America - Texas
- Mississippi Power Kemper County - Texas
- PG&E Diablo Canyon Nuclear Power Plant - California,
- Duke Energy Electric & Gas – North Carolina
- SembCorp Industries Wilton Toxic Chemical – Florida
- State of Washington Affordable Housing Advisory Board
- Staten Island Tsunami Warning – New York
- Marion County Tornado Warning – Indiana
- DC OCTO Presidential Inauguration – Washington D.C.
- Edwards Air Force Base - California
- Ft. Hood Army Base - Texas
- Ft. Bragg Air Force Base – North Carolina
- Robins Air Force Base - Georgia
- Ft. Meade Army Base - Maryland
- J.B. Pearl Harbor-Hickam Naval Base - Hawaii
- Ft. Sam Houston Army Base – Texas
- Great Lakes Naval Base - Illinois
- J.B Langley-Eustis Air Force Base - Virginia
- MacDill Air Force Base - Florida

QUICKLIST

LEARNING MARKET

C: Campus-wide Stand Alone System CW: Part of City/County System
* Customer since 2007/2008



Alabama

Auburn University (CW)
Emory University (C)*
University of Alabama (CW)
University of Alabama - Birmingham (CW)

California

California State University (C)*

Florida

Florida A&M University (C)
Rollins College (C)*

Illinois

Eastern Illinois University (C)*
Lewis University (C)*
Rosalind Franklin University (C)*

Indiana

Purdue University (C/CW)
IUPUI (CW)*
University of Indianapolis (CW)*
Butler University (CW)*
Marion College (CW)*
Rose Hulman Institute (C)*

Iowa

Iowa State University (C)*

Georgia

Georgia Southwest State University (C)*

Kentucky

University of Louisville (CW)*
Murray State University (C)*

Maryland

University of Maryland, College Park Campus (C)
University of Maryland, Baltimore Campus (C)
Loyola College, Maryland (C)
United States Naval Academy, Annapolis (C)

Michigan

Center for Creative Studies (C, SmartMsg)
Grand Valley State University (CW)
University of Michigan (CW)
Michigan State University (C)
Oakland University (CW)
Olivet University (C)
Jackson Community College (CW)
Eastern Michigan (CW)
California
California State University (C)*

Minnesota

University of Minnesota (C)

Mississippi

University of Mississippi (CW)
Mississippi State University (CW)
Jones Community College (CW)
Meridian Junior College (CW)
Jackson State University (C)

Missouri

Drury University (C)*
Linn State Technical College (C)*
Southeast Missouri State University (C)*

New Jersey

New Jersey Institute of Technology (C,
SmartMsg)*
Stevens Institute of Technology (C,
SmartMsg)*

New York

Jefferson College (C)*
New York State University (C)

North Carolina

Duke University (C, Modulator and DSA IP)*
Meredith College (C, Modulator)*
Nash County Community College (C, Mod 2)*
North Carolina State University PD (C,
Velocity)
University of North Carolina, Chapel Hill (C,
Modulator)*
University of North Carolina, Fayetteville (C,
Modulator)*
Wake Forest University (C, Modulator)*
Wingate University (C)*

Ohio

University of Akron (C)
Ohio Northern University (C)
Bowling Green State University (CW)
University of Toledo (CW)

Oklahoma

Cameron University (C)*
Oklahoma State University (C)

Pennsylvania

Frostburg University (C)*
The George School-High School (C)
Grove City College (C, Modulator)
Sharpsville High School (CW)
Florida

Puerto Rico

University of Puerto Rico (C)*

South Carolina

Anderson University (SmartMsg, C)*
Clemson University (C)*
Francis Marion University (C)*
Lander University (C, Modulator)*

Tennessee

East Tennessee State University (C, Modulator IP)*
Ellendale School (C)*
Memphis University (C)*
Tennessee Technology University (C/CW)
Tennessee State University (C)
University of Memphis (C)*
Vanderbilt University (C)

Texas

Dallas Baptist University*
Stephen Austin State University (C)*
Stephen F. Austin University (C, SmartMsg/DSA)
University of Texas-Arlington (C, DSA)
University of Texas-Austin (C, DSA)*

Virginia

Hargrove Military Academy (C, Model 2)*
The Hill School (C, Eclipse)*
Liberty University (C, Modulator IP and SmartMsg)*
Lynchburg Community College (C)*
Northern Virginia Community College, Six
Campuses (C)
Episcopal High School (C)
Potomac Academy-High School (C)
Virginia Commonwealth University (C, Eclipse and
2001-130)*

University Park (Safety and Security Systems Group Headquarters)
Alerting and Notification Systems
2645 Federal Signal Drive, University Park, IL 60484
708.534.3400 / P www.alertnotification.com

STAFF QUALIFICATIONS

West Shore Services has extensive experience in the design and installation of all types of indoor and outdoor, electronic and electromechanical Warning Systems. This division of our company was established in 1979. We have more than 35 years of experience providing public warning and notification. Our service technicians are factory trained. All installation services will be provided by West Shore Services staff. No other supplier can provide this total capability.

The following is a more detailed description of our key technical staff, qualifications, and years of service.

Jeff DuPilka – President/Owner

35 years of experience in design, installation, and service of Outdoor Warning Systems.

Greg Gilchrist – Installation Supervisor

28 years of experience in installation and project management for the Warning Systems Division.

Craig Thompson – Installation Foreman

14 years of experience in field installation.

Paul Christensen – Installation Crew

12 years of experience in field installation.

Ray Brand – CDL Driver / Installation Crew

5 years of experience in field installation.

Chad Geysbeek – CDL Driver / Installation Crew

3 years of experience in field installation.

Michael Leavitt – Yard Supervisor for Siren Construction

2 years of experience in Inventory and Siren Construction Management.

Brian McDowell – Equipment/Crane Operator

26 years of experience in Crane & Rigging operations.

Eric Poelman – Equipment/Crane Operator & Installation Crew

12 years of experience in Crane & Rigging Operations and Siren Installations.

Luke Miller – Director of Operations

14 years of experience in management of all aspects of Siren Installation and Service as well as Project Installation and Design for the Warning and Crane Divisions.

Shelley Decker – Project Administrator

11 years of experience in the Administration of Installation and Service as well as Project Management for the Warning Division.

Marty Rousseau – Sr. Service Technician / Journeyman Electrician

13 years of experience in field design, installation, and repair.

William Greenawalt, Sr. – Electrician / Service Technician

8 years of experience in custom installations and field repair.

Joshua Schropp – Service Technician

6 years of experience in custom installations and field repair.

Bill Wisneski – Service Technician

32 years of experience in custom installations and field repair.

Andrew Homrich – Service Technician

12 years of experience in inventory and siren construction management. 2 year experience in custom installations and field repair.

ATTACHMENT G

The initially proposed Professional Communications Maintenance Service Agreement has been replaced with an updated negotiated version within this contract.

Accepted by:		Accepted by:	
CONTRACTOR NAME:		LICENSEE NAME:	
SIGNATURE		SIGNATURE	
	DATE		DATE

ATTACHMENT H

GENERAL INFORMATION:

Federal Signal utilizes detailed Microsoft PowerPoint Presentations and product manuals for training sessions to help users become familiar with the material. It is our practice to develop specific system-related training events to meet the needs of individual customers. The training modules in the table below are based on standard offerings and are subject to change as together we define the appropriate training sessions for the various groups which will operate, configure, and maintain your system.

Below is a brief outline of the topics, which are typically discussed for some of the products, which we have proposed for your MNS system:

A. SFCDWARE – Federal Commander Digital System Software

- a. Main Features
- b. System Configuration
- c. Menu Selection Review
- d. Configuration
- e. Activation
- f. Backing Up Important Files

B. SS2000D/Modem MSK Encoder/Status Monitor

- a. Specification Overview
- b. Modes of Operation
- c. Configuration
- d. Self-Test Features
- e. Buttons
- f. Activation
- g. Cancel, Clear & Reset
- h. Function Keys (Operation and Programming)

C. UltraVoice Controller (RTU)

- a. Specification Overview
- b. Features, Functions & Components
- c. Operation
- d. Sensors
- e. System Check-outs
- f. General Troubleshooting

TRAIN-THE-TRAINER COURSE COMPOSITION

Federal Signal utilizes a Train-the-Trainer approach to all training and instructions. This approach insures that customers will be prepared to instruct and train others on the system as personnel rotations occur. Providing combinations of the courses, called Training Modules, best satisfies the training requirements. The following table outlines this approach and provides examples of the types of courses available. The training program will focus specifically on Operators and Administrators, but can also include a Troubleshooting/Maintenance session.

Module No.	Participant Categories	Course	Time	Training Equipment
1.	Administrator & Operators	Operating Procedures SFCDWARE & SS2000	1 hour	Central Control Point with Operational Base Radio System
2.	Administrator & Operators	System Startup, Operation and Configuration	2 hours	Remote Control Point with Operational Base Radio System
3.	Technicians/Maintenance Personnel	General Trouble Shooting Course	1 hour	Central Control Point with Operational Base Radio System
4.	Maintenance Personnel	System Maintenance Training Course	1 hour	Central Control Point with Operational Base Radio System

ATTACHMENT I

- Projected Timeline: Bid Award Received – January 23, 2016
Equipment Ordered – January 24, 2016
Equipment Received – February 23 – March 5, 2016
Staging and programming – March 6 - April 1, 2016
Delivery, Install, and Testing – April 1-April 20 2016
Training – April 20-24, 2016
Project Completion and Acceptance - May 1, 2016

ATTACHMENT J

WARRANTY

The Alerting and Notification Systems Division of **Federal Signal Corporation (Federal)** warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and factory-performed labor (one year for Informer, EAS, and Federal software products) from the date of delivery to the first user-purchaser. Federal warrants every 2001, Eclipse and 508 Siren (Top of pole only) to be free from defects in material, per our standard warranty, under normal use and service for a period of five years on parts replacement.

During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal, are determined to be defective in material and/or workmanship. Federal will provide warranty for any unit which is delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship.

This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. The Federal Signal Corporation warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to batteries.

Federal will provide on-site warranty service during the first 60-days after the completion of the installation, when Federal has provided a turn-key installation including optimization and/or commissioning services.

This warranty does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which have problems related to service or modification at any facility other than Federal factory or authorized warranty service centers. Moreover, Federal shall have no liability with respect to defects arising in Products through any cause other than ordinary use (such as, for example, accident, fire, lightning, water damage, or other remaining acts of God).

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FEDERAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL WORKMANSHIP.

EXPIRES ON
11-30-2017

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

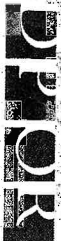
BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ESC

HENRY HENDERSON
PROFESSIONAL COMMUNICATIONS
200 PROFESSIONAL PARK DRIVE
SUITE 2
BLACKSBURG, VA 24060



Status can be verified at <http://www.dpor.virginia.gov/>

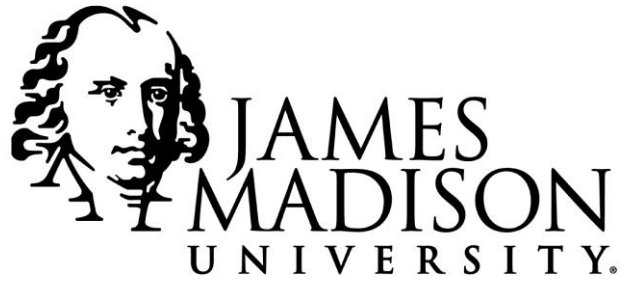
NUMBER
2705031548



Jay W. DeBoer
Jay W. DeBoer, Director

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (06/2015)



Request for Proposal

RFP # LBS-938

Outdoor Mass Notification System

September 26, 2016



REQUEST FOR PROPOSAL

RFP # LBS-938

Issue Date: September 26, 2016
Title: Outdoor Mass Notification System
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. EST on November 8, 2016 For Furnishing The Services Described Herein.

PRE-PROPOSAL AND SITE VISIT: October 18, 2016 at 8:30 a.m EST. Attendance at this pre-proposal is optional but it will be the only opportunity to tour campus with University representatives prior to the RFP closing. **Pre-register** by completing and submitting the registration form on Page 1 of this RFP. See Special Term and Condition "BB" (Page 21) for additional information.

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

All Inquiries for Information and Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior Procurement Services, smith2LB@jmu.edu 540/568-7523 (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

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 # LBS-938

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OPTIONAL PRE-PROPOSAL CONFERENCE & SITE VISIT REGISTRATION FORM

PRE-REGISTER FOR THE PRE-PROPOSAL CONFERENCE & SITE VISIT BY COMPLETING THIS FORM AND RETURNING TO LEEANNE BEATTY SMITH AT SMITH2LB@JMU.EDU OR BY FAX TO 540-568-7936 BY 5:00 PM ON October 10, 2016.

RFP NUMBER: **LBS-938**

PROJECT TITLE: Outdoor Mass Notification System

CONFERENCE DATE & TIME: **October 18, 2016 @ 8:30 AM EST.**

LOCATION: Wine Price, Room 1001 (<http://www.jmu.edu/directory/buildings/WP.shtml>). Parking passes are available in Procurement Services (*Wine Price Building*). Offerors should plan to arrive early to obtain a parking pass. Parking is available in Cantrell Ave Parking Deck Level 3 (accessible from Ott Street) or Lot N3 off of Martin Luther King, Jr. Way.

AGENDA: A pre-proposal conference will be held to go over key portions of the RFP and to answer questions offerors may have in regards. A site tour will be conducted at the conclusion of the pre-proposal conference. The purpose of the tour will be to show potential offerors the layout of the University and the location of the current equipment. This will be the **ONLY** opportunity for potential offerors to tour campus with JMU representatives prior to the RFP closing.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

LIST THE NAME, TITLE, AND PHONE NUMBER OF THE INDIVIDUALS WHO WILL BE ATTENDING THE PRE-PROPOSAL CONFERENCE & SITE VISIT. **NOTE: NO FIRM MAY HAVE MORE THAN THREE (3) REPRESENTATIVES PRESENT.**

Name	Title	Phone Number

Number of representatives attending the site tour: _____

Desired site locations: _____

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 an Outdoor Mass Notification System 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 nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU is committed to the immediate notification of the campus community, without delay, upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the health and safety of students or employees. JMU employs a comprehensive mass-communication system to notify the University community of the existence of an emergency and to provide updates as necessary throughout the duration of an incident. The Department of Public Safety is responsible for maintaining JMU's mass-communication system on campus. Maps of JMU campus can be found at the following locations:

https://www.jmu.edu/parking/_files/parkingmap.pdf
http://www.jmu.edu/pubsafety/wm_library/2015_Clerymap.pdf

Currently JMU utilizes the Eaton (Cooper) WAVES Emergency Notification System (ENS) to produce audible signals and alerts to warn students, faculty, staff, and visitors on campus of impending emergency situations or hazardous conditions. The system was installed on JMU's campus in 2007 and has remained largely the same until now. Eaton has sent JMU end of life notifications for both the base station and associated nodes and the equipment will be surplus.

The current JMU Eaton WAVES ENS contains five (5) remote nodes and one (1) base station. Each of the remote nodes has a control module, antenna, and speaker set delivering approximately 120 decibels of sound in a toroid of up to a mile in diameter depending on geography and weather conditions. The radio in the control module, in addition to communicating with the base station, also functions as a repeater between the base station and other nodes.

The base station is a Windows XP computer connected to an antenna running Waves 7, the control software for the ENS network. The base station sends broadcast signals to each of the nodes which then convert the signal to audio to be played over the speaker set.

Current Eaton Cooper ENS Equipment Locations

- Nodes
 - Memorial Hall
 - Student Success Center (*notated as Constitution Hall & Montpelier Hall on JMU Cleary Map*
http://www.jmu.edu/pubsafety/wm_library/2015_Clerymap.pdf)
 - ISAT/CS
 - Dingleline Hall
 - (Zane) Showker Hall

- Base Station
 - Anthony-Seeger Hall

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) 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

JMU seeks an experienced Contractor that shall furnish all labor, equipment, materials, and supervision to design, install, and maintain an outdoor mass notification system that will provide campus-wide coverage. Specifically the Contractor shall be able to:

1. Obtain all license and/or permits required to perform the services proposed;
2. Coordinate all power, data, grounding, and lightning protection requirements of the proposed system with the existing infrastructure;
3. Remove the current Eaton WAVES ENS equipment and deliver this equipment (in the same condition as it was found) to a location as directed by JMU;
4. Provide annual maintenance and support services, including system upgrades, to the University;
5. Provide quick turnaround time on system repairs and service; and
6. Travel onsite with short notice.

Offerors must provide a response to the following items:

A. Proposed System Equipment

1. Provide detailed information on the proposed system hardware, including, but not limited to, name, size, and specifications of equipment to be installed. Provide illustrations as a reference.
2. Provide detailed information on the proposed system software including, but not limited to, name, version, included modules, and optional modules.
3. Describe the proposed system's alerts/alarms/intercoms or other notification capabilities.
4. Provide detail on the system backup in order to keep system running in the event of power failure.
5. Provide details on the base station (*control unit*) capabilities for campus end-users. Provide illustrations as a reference.
6. Describe the proposed location of the system on campus in order to provide campus-wide coverage, which may or may not include the locations of the current equipment. Provide a coverage map to illustrate. JMU reserves the right to approve all proposed locations in discussions with top ranked offerors.

7. Describe how installation of the proposed system will occur. Include all options for mounting outdoor equipment, i.e. pole, wall, sled mount, etc.
 8. Provide a projected timeline after award for installation and implementation of the proposed system.
 9. Specify the length of time your firm has provided installation and maintenance services on the proposed system.
 10. Identify Higher Education clients and other clients of similar size and scope to JMU where your firm has recently (*in the last three years*) provided installation of the proposed system.
 11. Describe the warranty that would be provided on all hardware and software.
 12. Specify the qualifications/experience/certifications/licenses of personnel that will be assigned to handle installation. Identify any personnel that hold a current Original Equipment Manufacturer (OEM) training certificate.
 13. Describe how your firm proposes to assist the University with transitioning from the current Eaton (WAVES) ENS system to the proposed system to avoid disruption and downtime to the campus community.
- B. Ongoing Maintenance & Support: The contractor shall be able to provide ongoing annual maintenance & support of proposed system and of subsequent equipment in the event that upgrade and expansion of the system occurs. Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.
1. Describe all tiers/levels of annual maintenance & support that your firm would offer to the University on the proposed system. Offerors should specify all items/services that are included (*at no additional cost*) as part of each tier/level and those which incur additional fees. Offerors should specify maintenance and support cost that vary by time of day, response time, etc. (*Offerors should include all associated cost in Section X. Pricing Schedule.*)
 2. Describe the process for software updates and how they occur, including frequency of updates, approach to completing updates, and model for obtaining them.
 3. Describe what portions of support to be performed by JMU IT (*the customer versus the contractor*).
 4. Describe the inventory of system parts and equipment that your firm keeps in stock
 5. Describe the process JMU would follow for as-needed repair work to the proposed system.
 6. Describe how your firm will accommodate the University through tight timelines and quick turnaround in keeping this critical system up and running.
 7. Specify the hours that phone/email support is available.
 8. Describe your firm's experience in maintaining and supporting the proposed system for an institution similar to James Madison University.

9. Indicate the location(s) of the branch(es) that will provide maintenance & support services to the University.
10. Specify the qualifications/certifications/licenses of personnel that will be assigned to handle ongoing maintenance & support for the University.
11. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place.
12. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
13. Describe the procedures for obtaining services for all types of maintenance.
14. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (*e.g. Windows, Linux, Java, Oracle, MS Office, Web server*). Timely is defined as no later than 30 days from the time of vendor release.
15. Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.

C. Application Technology:

1. Describe the tools and expertise that university technical staff would use to support, troubleshoot, configure or customize the application.
2. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.

D. Reporting:

1. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.
2. Describe reporting output formats available.
3. Describe the types of reporting that would typically require Information Technology staff support.

E. Services:

1. Describe your initial and ongoing training options and include a catalog of training offerings and their associated costs (*Offerors should include all associated cost in Section X. Pricing Schedule*). Response should include differentiation between technical staff and end-user training.
2. Describe services available from your company and/or partners that are not included within the base product (*Offerors should include all associated cost in Section X. Pricing Schedule*). Examples of services that could be included are:
 - a. Implementation
 - b. Development

- c. Project Management
 - d. Architecture and Design
 - e. Capacity Planning
 - f. Installation and Configuration
 - g. Performance and Scalability
 - h. Conversion
 - i. Monitoring, administration and upgrades
 - j. Operations metrics
3. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

F. General:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
2. Describe active user groups and how they function.

G. Technical:

1. Describe your approach to staying current with versions of software utilized by your product.
2. Provide the support lifecycle for your proposed solution.

H. Security:

1. Describe any communications that are not cryptographically protected (*e.g. non-https, non-ldaps, non-ftps*).

I. On-premise Application (*if there is no on-premise option, do not complete*):

1. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.
2. Describe supported server OS, hardware and/or virtualized platforms. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?
3. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.
4. Describe the system capabilities and options for the backup and restoration of the system components

J. Privacy

1. Describe the specific means used to collect such information (*via Cookies, via Web Bugs, etc.*)
2. Describe how information is stored and kept secure.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and seven (7) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services as amended by any 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 modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information

may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not 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:

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses
5. Cost

- B. **AWARD:** 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 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 (Revised 8/18/15 ABS)

- 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 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, 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 subcontractor(s), 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 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 \$50,000, 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, 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:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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 US 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

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

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the *other services* category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the *other services* category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (*to include government/state agencies, political subdivisions, etc.*), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently

administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. 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.
- L. 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.
- M. 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,
- N. 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.
- O. 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.

- P. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- S. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- T. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- U. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- V. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- W. 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.
- X. 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.

- Y. 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.
- Z. 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.

AA. CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- BB. OPTIONAL PREPROPOSAL CONFERENCE and SITE VISIT: An optional preproposal conference and campus site visit will be held on October 18, 2016 at 8:30 am EST at the Wine Price Building, Rm 1001 on JMU's campus. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation and also to provide offerors with an opportunity to view the layout of the University and the location of the current equipment.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY LEEANNE BEATTY SMITH (BUYER) AT 540-568-7523 (PHONE) NO LATER THAN OCTOBER 10, 2016.

INDIVIDUALS WITH HEARING/SPEECH DISABILITY ARE ENCOURAGED TO USE THE VIRGINIA RELAY SERVICE. TDD USERS – 800-828-1120

- CC. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease on the *other services* category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- DD. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

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

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

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

- EE. 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.
- FF. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- GG. 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.
- HH. CERTIFICATION TESTING PERIOD - HARDWARE: Equipment ordered herein shall be subject to inspection and a 30-day testing period by the procuring agency. Contractor equipment which is found to not meet the specifications or other requirements of the purchase agreement may be rejected and returned to the vendor at no cost (including return transportation) by the procuring agency. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
- II. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.
- JJ. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- KK. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- LL. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the

solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

- MM. OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- NN. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- OO. RELOCATION OF EQUIPMENT: Should it become necessary to move equipment covered by the contract to another location, the Commonwealth reserves the right to do so at its own expense. If contractor supervision is required, the Commonwealth will provide prior written notice of the move at least thirty days in advance, in which case the contractor shall provide the required services and be reasonably compensated by the Commonwealth. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.
- PP. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
- QQ. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- RR. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- SS. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The

Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

TT. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

UU. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

VV. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

WW. GENERAL:

1. Contractor shall adhere to the current versions of OSHA regulations, the Virginia Uniform Statewide Building Code (VUSBC), the Construction and Professional Services Manual (CPSM), Virginia environmental regulations and all other incorporated federal and state building codes. **Contractor shall also adhere to the current JMU Design and Construction Guidelines (JMUDCG) for specific guidance on JMU requirements.**
2. Contractor shall adhere to the approved site plan drawings and specifications. Any deviation from these details shall be first addressed by the JMU Project Manager. Construction details recognized as impracticable, or in conflict with any known codes, shall be immediately brought to the attention of the JMU Project Manager.
3. General or primary contractor shall employ reputable sub-contractors, actively engaged in the appropriate trade. The sub-contractors shall have sufficient experience in the commercial construction practices required to complete the project satisfactorily. The general contractor shall not attempt any trade-specific portions of the project, such as mechanical, plumbing or electrical, without the use of qualified technicians under employment.
4. Project manager reserves the right to reject any sub-contractor that the general/primary contractor proposes to use for this project.
5. All accidents and emergencies shall be immediately reported to the Campus Police (540/568-6911) and project manager.
6. Drawings and specifications covering this project shall be studied and arrangements made to avoid conflicts so that the entire system will be installed in the best interests of JMU.
7. All materials and equipment used in this project shall be new, free from defects and shall be installed in accordance with manufacturer's recommendations. Utilize existing fixtures, piping, etc., only where specifically noted on the drawings.
8. Work shall be carefully laid out in advance by arranging items such as chases, openings, and inserts, without any unnecessary cutting of the building. Any damage done to the existing building by the contractor's failure to provide necessary chases, openings and inserts in advance, shall be repaired and made good at the contractor's expense. Completed project shall be uniform

- in appearance and with no visible patching. No cutting of the existing building shall be done without the project manager's written approval. Clean up any debris created during the cutting and patching operation.
9. Penetrations through the fire resistance rated walls, floors and other assemblies shall be repaired in accordance with the assembly's fire rating and current NFPA standards. All partitions, walls and floors shall be considered as having a minimum of a one (1) hour fire rating.
 10. Provide constant protection against rain, wind, cold or heat to prevent damage to existing facilities, new work, materials and equipment.
 11. All contractors shall contact project manager and obtain written permission before beginning work.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_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.

- A. Provide an itemized cost of the proposed system including all hardware and software components.
- B. Provide an itemized cost of the proposed initial installation to include all labor, travel, tools, incidental and miscellaneous cost.
- C. Provide the cost for removal of the existing equipment.
- D. Provide the annual maintenance and support cost for the proposed system, and, on the basis of an annually renewable contract, the maintenance cost for each of the following nine years. Specify how and if cost will increase if the system is upgraded and/or expanded.
- E. Provide hourly labor rates (*i.e. installation, repair, etc*)
- F. Provide all training costs.
- G. Provide all other costs that have not already been identified.
- H. 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 Businesses (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: James Madison University Design and Construction Guidelines (*attached separately*)

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: _____

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

Date Form Completed

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
 - (e) James Madison University Design and Construction Guidelines
- (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)

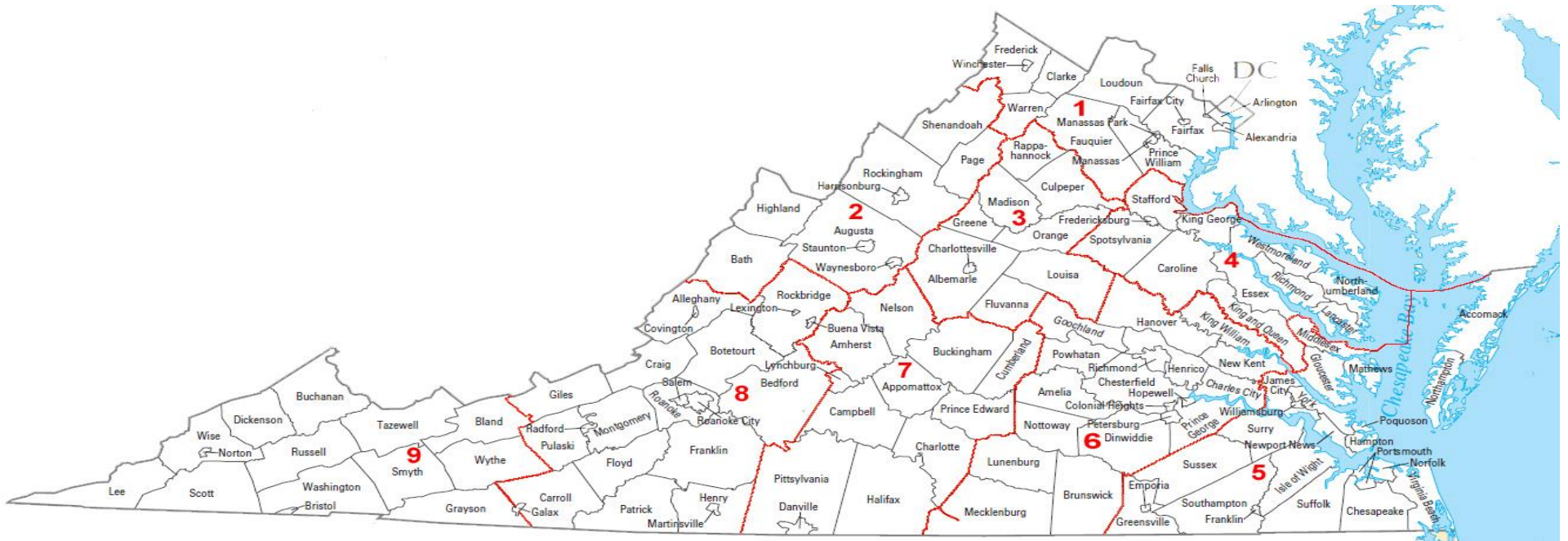
(Printed Name)

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

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)



October 10, 2016

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-938**
RFP Issue Date: **September 26, 2016**
Commodity: **Outdoor Mass Notification System**
RFP Closing On: **November 8, 2016 at 2:00 p.m. (Eastern)**

Please note the clarifications or change(s) made on this proposal:

Installation plans that includes roof penetration shall require performance by a *Licensed Class A Roofing Contractor*. Installation plans that include electrical infrastructure work shall require performance by a *Licensed Class A Electrical Contractor*. All installations, maintenance, and upgrades to include, but not limited to, roofing modifications, electrical work, and building modifications of any kind shall be subject to approval and inspection by JMU Engineering and compliance with *James Madison University Design and Construction Guidelines*. For specific detail and instruction regarding *James Madison University Design and Construction Guidelines* (attached separately):

Sincerely,

LeeAnne Beatty Smith, CPPB, VCA, CUPO
Buyer Senior, Contract Purchases
Phone: (540-568-7523)

PROCUREMENT SERVICES
MSC 5720
752 Ott Street
Wine-Price Building
Harrisonburg, VA 22807
540.568.7523 Phone



October 26, 2016

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-938**
RFP Issue Date: **September 26, 2016**
Commodity: **Outdoor Mass Notification System**
RFP Closing On: **November 8, 2016 at 2:00 p.m. (Eastern)**

Please note the clarifications or change(s) made on this proposal:

1. Question: Are you interested in integrating this system with systems currently installed indoors?

Answer: Not at this time.

2. Question: Do you have existing wired infrastructure and if so can this be used for connection to this system?

Answer: JMU has network connectivity to every major building on campus. JMU prefers that proposed systems connect to the JMU Network.

3. Question: Does the proposed system need to be wireless?

Answer: This is not a requirement.

4. Question: Should the proposed system be able to override PA systems, scoreboard sounds, or any other announcements during athletic events?

Answer: No.

5. Question: Will the current system need to remain operational during the install of the new system?

Answer: Yes. Refer to RFP# LBS-938, Section IV.A.13

6. Question: What is the approval process for structure loads?

Answer: JMU Facilities Engineering will approve all structure loads in collaboration with select offerors. For the purposes of this RFP, offerors should submit weight loads of proposed equipment in their response to Section IV, Question A.1.

7. Question: What is the preferred equipment installation/mounting method?

Answer: JMU prefers mounting methods that do not require roof penetration or methods that do not require building structure alterations. Thus roof sleds are preferred when possible.

8. Question: What are the warranty requirements for roof penetration?

Answer: The roof penetration warranty shall meet the manufacturer's warranty for penetration materials, such as patching or flashing.

9. Question: Is JMU interested in a solar powered system?

Answer: Not as the primary power source.

10. Question: Is JMU interested in the system being able to do live or canned messages?

Answer: JMU would like to be able to do both.

11. Question: Is there any campus zoning that the proposed system should account for?

Answer: No.

12. Question: Does the locations of the current equipment have backup generators?

Answer: Yes.

13. Question: What is the minimal decibel requirement?

Answer: Offeror should provide a recommendation to the University on what should be the minimal decibel requirement and the basis for that recommendation within their response to RFP# LBS-938 Section IV, Question A.6

14. Question: Does the proposed system's broadcast range need to be contained to JMU campus only?

Answer: No.

15. Question: Does the proposed system need to integrate with a lockdown system or storm warning system?

Answer: No.

16. Question: Where is the base station for the current system located?

Answer: Anthony-Seeger Hall, JMU Public Safety Department

17. Question: How tall will the Hotel and Conference Center be that is currently under construction on the southeast corner of South Main Street and Martin Luther King, Jr. Way?

Answer: JMU does not have this information. This building is not considered part of JMU campus.

18. Question: Does JMU have a pre-qualified list of electrical and roofing contractors that can be shared?

Answer: Yes. This list is attached as a separate document.

19. Question: Does JMU's Sentara (University) Park have coverage from the current system?

Answer: No.

20. Question: Is Sentara (University) Park open all times of day?

Answer: JMU Athletics and JMU's University Recreation departments both hold events, practices, classes, and games at Sentara (University) Park with both day and night hours.

21. Question: JMU's Sentara (University) Park's main buildings have sloped roofs that would make a sled mount impossible at this location. Would JMU consider a pole mount at this location?

Answer: Yes.

22. Question: What type of radio does the current system use to communicate?

Answer: 2.4 Ghz spread spectrum

23. Question: Does JMU have any maps showing the elevations of all the buildings on campus?

Answer: JMU does not have that information available.

Sincerely,

A handwritten signature in black ink, appearing to read 'LeeAnne Beatty Smith', with a long horizontal flourish extending to the right.

LeeAnne Beatty Smith, CPPB, VCA, CUPO
Buyer Senior, Contract Purchases
Phone: (540-568-7523)

PROCUREMENT SERVICES
MSC 5720
752 Ott Street
Wine-Price Building
Harrisonburg, VA 22807
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