



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU5090

This contract entered into this 19<sup>th</sup> day of February 2018 by Barbizon Capitol, 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 February 19, 2018 through February 18, 2019 with 4 one-year renewal options.

The contract documents shall consist of:


- (1) This signed form;
- (2) The following portions of the Request for Proposal DMS-977 dated October 31, 2017:
  - (a) The Statement of Needs.
  - (b) The General Terms and Conditions.
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated December 5, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated February 8, 2018.

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

CONTRACTOR:  
By:   
(Signature)

Lindsay Latham  
(Printed Name)

Title: General Manager

PURCHASING AGENCY:  
By:   
(Signature)

Michael Morrison  
(Printed Name)

Title: Buyer Specialist

# NEGOTIATION SUMMARY

# BARBIZON CAPITOL

RFP# DMS-977 THEATRICAL, ATHLETIC FIELD, AND SPECIALTY LIGHTING

2/8/2018

The Primary Point of Contact for this Contract is:

Zack Baber

Project Coordinator

703-750-3900 x2272

[zbaber@barbizon.com](mailto:zbaber@barbizon.com)

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)* <i>Lighting Installation &amp; Repair Services Rates</i>									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
On-Site Technician; Repair Technician; Electrician \$/hour	75	75	75	75	75	75	75	75	75
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
On-Site Technician; Repair Technician; Electrician \$/hour	130	130	130	130	130	130	130	130	130

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)* <i>Lighting Design &amp; Analysis Services Rates</i>									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
On-Site Technician; Repair Technician; Electrician \$/hour	75	75	75	75	75	75	75	75	75
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
On-Site Technician; Repair Technician; Electrician \$/hour	130	130	130	130	130	130	130	130	130

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Lighting Products and Equipment (List by Manufacturer and Discount rate offered)									
Manufacturer	% Off List Discount Offered by Zone								
Altman lighting	15%	15%	15%	15%	15%	15%	15%	15%	15%
ETC (excludes S4wrd Line)	15%	15%	15%	15%	15%	15%	15%	15%	15%

- All shipping shall be FOB Destination
- 15% represents the minimum discount offered; additional discounts offered on a per-order basis.

Other Fees	
<b>Charge Card Processing Fees:</b>	0 %
JMU shall not be charged "Travel Time." Other agencies may be quoted travel time/expenses depending on location.	

***REQUEST FOR PROPOSAL***  
***RFP # DMS-977***

**Issue Date:** October 31, 2017  
**Title:** Theatrical, Athletic Field and Specialty Lighting  
**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. on December 6, 2017 For Furnishing The Services Described Herein.**

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

All Inquiries for Information and Clarification Should Be Directed To: DANA SIMMERS, Buyer Senior Procurement Services, [simmerdm@jmu.edu](mailto:simmerdm@jmu.edu) 540/568-5113 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Barbizon Capitol

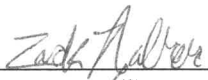
6437-G General Green Way

Alexandria, VA 22312

Date: 12/5/2017\_\_\_\_\_

Web Address: <https://www.barbizon.com>

Email: ZBABER@BARBIZON.COM

By:   
(Signature in Ink)

Name: Zack Baber  
(Please Print)

Title: Sales Representative

Phone: 703-750-3900

Fax #: 703-750-1448

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

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## 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 18 Months 9

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 #
SEE REFERENCES			

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

BARBIZON CAPITOL

6437-G GENERAL GREEN WAY

ALEXANDRIA, VA 22911

703-750-3900

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: \_\_\_\_\_

## **Qualifications and Experience**

### **Barbizon Lighting Company Introduction**

Barbizon Lighting was established in New York, NY in 1947. In 1979, we expanded to the Boston area with the opening of Barbizon Light of New England in Woburn, MA. In 1982, we expanded again to West Palm Beach, FL, in the form of Barbizon Delta Corporation. Four years later, Barbizon Capitol was opened in Alexandria, VA to serve the Washington Metropolitan Area. Now, in the 21<sup>st</sup> Century, the Barbizon organization maintains offices in Atlanta, Charlotte, North Carolina, Denver, Chicago, Miami, Orlando, Phoenix, and Dallas. Barbizon has been shipping internationally for years, but the company became a true multinational with the 2001 opening of its London office, followed by more recent openings in India and Australia. With fifteen stocking locations, Barbizon enjoys an international reputation for supply and service.

Barbizon's Systems Division specializes in the specification, sales, and installation of lighting, rigging and associated equipment for film, television, performing arts facilities, museums, and houses of worship. For over 25 years we have been a collaborative force behind the co-operation of the construction industry and theatrical equipment manufacturers. Barbizon has earned an excellent reputation for being a value-added Systems Integrator for projects across our entire portfolio. Our extra efforts to coordinate with contractors, subcontractors, and owners insure that our portion of the project will stay on or ahead of schedule and within budget.

We have an expert staff with years of experience in Systems Integration and Project Management for lighting control systems; manual and automated rigging; LED conversions of architectural spaces; and of course, theatrical, broadcast, architectural, and museum lighting fixtures. Our in-house CAD services are available for design, submittal, and manufacturing purposes. In addition to our Integrators and Project Managers, Barbizon's world-wide staff includes over nineteen factory-certified Field Service Technicians. These technicians are experienced at guiding facility staff through initial troubleshooting and identifying system faults either over the telephone or, when necessary, with an onsite service call. For after-hours response, Barbizon's Field Service Technicians can be reached 24-hours a day via cell phone.

#### **Barbizon Capitol Inc.**

6437-G General Green Way, Alexandria, VA 22312

Tel: (703) 750-3900 Fax: (703) 750-9047

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[www.barbizon.com](http://www.barbizon.com)

## **Barbizon Capitol Office Information**

Barbizon Capitol, Inc.

6437G General Green Way, Alexandria, VA 22312

Phone: 703-750-3900 Fax: 703-750-9047 [www.barbizon.com](http://www.barbizon.com)

### **Primary Contact Information**

Title	Name	Email	Phone	Ext
General Manager	Lindsay Latham	<a href="mailto:llatham@barbizon.com">llatham@barbizon.com</a>	703-750-3900	2209
Systems Div. Mgr.	Mark Fink	<a href="mailto:mfink@barbizon.com">mfink@barbizon.com</a>	703-750-3900	2225
Repair Coordinator	Ian Schmidt	<a href="mailto:ischmidt@barbizon.com">ischmidt@barbizon.com</a>	703-750-3900	2228
Sales Representative	Zack Baber	<a href="mailto:zbaber@barbizon.com">zbaber@barbizon.com</a>	703-750-3900	2272

Barbizon Capitol stocks roughly \$300,000 in materials at our Alexandria, VA warehouse. Barbizon Capitol is an authorized service center representing Electronic Theatre Controls, Inc. We also have factory trained and authorized technicians for most other major theatrical and entertainment lighting manufacturers including Martin Professional, Inc; Philips Vari-Lite; High End Systems; Philips Strand Lighting; and Columbus-McKinnon.

Barbizon Capitol, Inc. is a corporation registered in the state of Virginia. We were incorporated in Fairfax, Virginia on March 24, 1999.

Federal Identification Number: 54-1936507  
DUNS: 849724575  
Cage Code: 0AB91  
Principle NAICS Codes: 334290, 423610  
Business Professional Occupation License: 0829031  
Virginia State Corporation Commission ID: 05182860  
Virginia Class A Contractor's License: 2705077257 (07/31/2017)  
Virginia Business License (Fairfax County, VA) 1636008 (03/01/2017)  
Maryland State Contractors License 12016199 (04/20/2017)

GSA Contract Number: GS-03F-0116Y  
Manufacturers included in GSA Contract: DeSisti Lighting, Electronic Theatre Controls (ETC), Kino Flo, Litepanels, Nila, Pro Tapes, Videssence

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**Barbizon Lighting Company:**

- Corporate Office: 456 West 55 Street, New York, New York, 10019
- Phone: 212-586-1620
  - Mr. Thomas Madden, President
  - Mr. Christopher Roberts, Chief Financial Officer

**Bonding Information:**

- Travelers Casualty and Surety Company of America
- \$ 10 Million per job, \$ 20 Million aggregate
- Performance/Payment Bonds available upon request at a rate of 2.0% of contract price
- Bonding Agent: DeSanctis Insurance Agency, Inc.  
Contact: Mr. James J. Axon, Vice President  
36 Cummings Park, Woburn, MA 01801  
Phone: 781-935-8480x14 [www.desanctisins.com/](http://www.desanctisins.com/)

**Insurance Information:**

- Certificate of Insurance available upon request.
- Insurance Agency: Keevily Spero Whitelaw, Inc.  
Contact: Ms. Renee Palushevic, Senior Account Manager  
500 Mamaroneck Avenue, Harrison, New York 10528  
Phone: 914-412-0502 Fax: 914.381.1134 [www.keevily.com](http://www.keevily.com)

**Qualification Statements:**

- Barbizon is an Equal Opportunity Employer.
- Barbizon has never filed Bankruptcy.
- Barbizon has never defaulted on a Contract.
- There are no contractual lawsuits or judgments pending against Barbizon.
- Barbizon has not been sued nor had a lien placed against it by an Owner, Architect, General Contractor, Subcontractor, or Supplier.

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## **Barbizon Capitol Services Provided**

Barbizon Capitol, the Washington D.C Metropolitan office of The Barbizon Lighting Company, has over 20 employees including three system integrators, four full-time project managers, and four full-time field service technicians. Barbizon makes a commitment to every project it is a part of and dedicates (at a minimum) a system integrator, a project manager, and a technician to each one. Of course, every project comes standard with the support of the entire Barbizon Systems staff and nation-wide Barbizon team. Barbizon is an employer of ETCP Certified Technicians.

Included in our proposal are the services of a local Project Manager assigned to this project. The Project Manager shall:

- Review the scope of work and intent with the Client.
- Attend all required project meetings.
- Provide meeting notes of attended meetings if requested.
- Coordinate the order, preparation, delivery, and installation of all equipment provided in the proposal.
- Develop an installation schedule.
- Supervise the installation.
- Provide progress reports.
- Coordinate with manufacturers and sub-contractors/installers.
- Coordinate with other trades.
- Ensure a successful installation.

Also included with a dimming and/or control system are the services of Barbizon's staff factory-certified technicians or Factory Engineers as required by project specifications. The technicians shall provide:

- Low-voltage and control terminations.
- System commissioning and training.
- Locally accessible technical support and assistance.

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## **Project Team**

### **Mark Fink, Systems Division Manager – Project Executive**

Mark joined Barbizon in 2001 after working in local professional theatre and event production as a technical director, lighting designer/ director, and sound designer. He was promoted to the position of Systems Division Manager in August of 2012. As the Systems Division Manager he is responsible for oversight of the Systems Sales and Integration, Project Management, and Technical Services work conducted for Barbizon Capitol's clients in DC, DE, MD, VA, PA, and WV. His experience in all of the areas under his management ensures understanding of both the internal and external requirements of Barbizon's projects. Notable projects for which he has served as project executive since his promotion include: replacement of the studio dimming and backup lighting control infrastructure for QVC's Studio Park complex, rigging replacement and stage electrical upgrades at Howard Community College's Smith Theatre, and renovation of the theatrical rigging and dimming systems in Salisbury University's Holloway Hall (ongoing).

From 2009 until his promotion he worked as a Systems Integrator where he assisted clients in planning and procuring such diverse projects as the replacement of the dimming and control systems at CenterStage in Baltimore, rigging maintenance and upgrades at the John F. Kennedy Center for the Performing Arts' Eisenhower Theatre, and the lighting controls for the Smithsonian National Air and Space Museum's "Moving Beyond the Earth" exhibit. Between 2001 and 2009 he served as the Project Manager on some of Barbizon's largest projects including the Newseum and the Atlas Performing Arts Center. He has successfully completed the Turner University OSHA 30 Hour course for Construction Safety and Health and he is an ETCP Certified Rigger – Theatre. Mark holds a BA in Theatre from the University of Maryland College Park.

### **Stephen Snyder, Senior Project Manager**

Mr. Snyder has been a project manager with Barbizon Capitol since 1998. Prior to his work with Barbizon, Stephen worked on Broadway and toured as the head electrician for Alvin Ailey American Dance Theater, NYC Opera National Company, and the North Carolina Dance Theater. He received a Bachelor of Fine Arts from the North Carolina School of the Arts. Recently, Steve has been managing such projects as Montgomery College Cultural Arts Center in Silver Spring, MD, the Mount Vernon Education Center, and Thomas Road Baptist Church in Lynchburg, VA. He has also worked on the renovations of the Eisenhower Theatre at the John F. Kennedy Center for the Performing Arts, and at the Ford's Theatre in Washington D.C. As the Project Manager for Barbizon on this contract, we expect him to spend 15-20 days over the course of the year in work related to the contract.

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**Ian Schmidt, Sales/ Field Services & Repair Coordinator**

Mr. Schmidt has worked at Barbizon Capitol since 2013. Prior to his work with Barbizon, Ian worked at George Mason University's Center for the Arts, Arena Stage, Shakespeare Theater DC, and many other Washington, DC theaters. Recently, Ian has stepped into the role of Field Services Coordinator as well as continuing his work in Sales for Barbizon. In his current position with Barbizon, he not only provides sales solutions to the customer but a wealth of troubleshooting and repair options as needed. As the Field Service Coordinator, we expect him to be the point person for all scheduling of technicians and repairs for the contract.

**Steve Mieremet, Field Service Technician**

Mr. Mieremet earned a degree in Information Technology from the University of Maryland and has career experience as a network engineer and telecommunications specialist. However, stage and event lighting have been his true passion since high school. He served as both the Master Electrician and Lighting designer at the Donald R. Seawell Grand Ballroom as well as other venues with the Denver Center for the Performing Arts. In his current position with Barbizon he takes pleasure in making systems work and in teaching end users how to get the most out of their lighting systems. He is a certified ETC Factory Authorized Service Provider, is certified in GDS ArcSystem commissioning, and is CompTIA Network+ Certified. He has also completed OSHA-10 Construction Safety Training, and Mechanical Lift Operation Training.

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## **Client Experience**

We know that our clients have many choices of where to buy the types of equipment and services we provide. We believe that beyond simply selling equipment, we are in the business of building long-term relationships with our clients to enable them to do their jobs better. By doing so, Barbizon has built its reputation on providing the highest quality products and level of customer service to our clients across the industries we serve. What consistently brings clients back to Barbizon are our fair prices and outstanding personnel. The fact that our staff isn't just made up of salespeople or mechanics, but experienced industry professionals with the clarity of focus on the issues and real world needs of our clients that that experience provides.

Our Systems clients return to Barbizon year after year as their spaces grow, change, and evolve. And it is these clients who are our best advertising. Many of the projects we are asked to be involved in come from our work with other clients in the area or school system. We are brought to others when people that we have worked with in the past transition to new facilities which they find need work. We are also very aware of the challenges facilities face with regard to budgeting for the types of repairs and improvements we provide. Because of the relationships and trust we build with our clients we are perfectly positioned to work on multi-year, phased projects to assist in managing the financial impact. Additionally, as non-commissioned dealers, we don't feel like we have to push for a sale when it isn't really needed, since we know we will be around when the time is right. Finally, as an established industry leader, our clients can be comfortable knowing that we will be there for them throughout the life of their facility.

The following pages are selected project references focused on educational facilities from across the broad spectrum of work performed by Barbizon Capitol's Systems Division. These projects also serve as an example of the quality of the systems we provide. We welcome any questions you may have regarding our work on these projects.

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## **Selected Project References - Educational**

### **Wheaton High School Modernization**

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Site: 12601 Dalewood Drive, Silver Spring, MD 20906

Owner: Montgomery County Public Schools

Architect: Grimm + Parker Architects P: 301-595-2075

11720 Beltsville Drive, Suite 600, Calverton, MD 20705

[www.grimmandparker.com](http://www.grimmandparker.com)

Theatrical Consultant: Polysonics Corporation P: 540-341-4988

405 Belle Air Lane, Warrenton, VA 20186 [www.polysonics.com](http://www.polysonics.com)

Construction Manager: Oak Contracting LLC P: 410-828-1000

1000 Cromwell Bridge Road, Towson, MD 21286 [www.oakcontracting.com](http://www.oakcontracting.com)

Electrical Contractor: Electrico, Inc. P: 410-828-0040

1300 Racquet Rd, Baltimore, MD 21209 [www.electrico.net](http://www.electrico.net)

Electrical Distributor/ Client: United Electric Supply

Contract Value: \$990,795.00

Contract Dates: January 2014 – April 2016

Scope as subcontractor: Theatrical Lighting and Rigging Systems including LED and Conventional Fixtures, Networked Lighting Controls, Motorized and Dead-Hung Rigging

### **Duke Ellington at Garnet Patterson Middle School**

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Site: 2001 10<sup>th</sup> Street NW, Washington, DC 20001

Owner/ Operator: District of Columbia Public Schools

Architect: cox graee+ spack architects P: 202-965-7070 [www.cgsarchitects.com](http://www.cgsarchitects.com)

2909 M St NW, Suite 200, Washington, DC 20007

Contractors: Keystone Plus Construction P: 202-857-7903

1925 Minnesota Ave SE, Suite A, Washington, DC, 20020 [keystonedc.com](http://keystonedc.com)

Consultant: Polysonics Corporation

405 Belle Air Lane, Warrenton, VA 20186 P: 540-341-4988

Contract Value: \$1,570,683

Contract Dates: June 2014- February 2015

Scope as subcontractor: Theatrical Lighting and Rigging Systems including LED and Conventional Fixtures, Networked Lighting Controls, Motorized and Dead-Hung Rigging

### **Brookland Middle School Modernization**

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Site: 1150 Michigan Ave, NW, Washington, DC 20017

Owner/Operator: District of Columbia Department of General Services (DGS)

Architect: Hartman-Cox Architects

1074 Thomas Jefferson St NW, Washington, DC 20007 P: 202-298-8597

[hartmancox.com](http://hartmancox.com)

Client: Mona-Hill Contracting Group, Inc.

260 45<sup>th</sup> St, NE, Washington, DC 20019

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Lorn Hill, President and CEO P: 202-368-0301 mona-hill.com  
lornhill@mona-hill.com  
General Contractor: Skanska USA Building, Inc. www.usa.skanska.com  
700 King Farm Blvd, Suite 200, Rockville, MD 20850 P: 301-795-3140 F: 855-898-0592  
Contract Value: \$317,791.00  
Contract Dates: January 2014 - January 2015  
Scope: Theatrical Lighting and Rigging Systems

### **Ballou Senior High School**

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Site: 3401 Fourth Street SE; Washington, DC 20032  
Owner/ Operator: District of Columbia Public Schools (DCPS)  
Architect: Joint Venture of Bowie Gridley Architects and Perkins+Will.  
Bowiegridley.com P:202-337-0888 / Perkinswill.com P: 202-737-1020  
Consultant: Martin Vinik Planning for the Arts, LLC (MVPA)  
1026 Ulster Landing Rd, Saugerties, NY 12477 P: 845-536-6069  
www.martinvinik.com  
Construction Manager: CCC/HESS, A Joint Venture  
HESS Construction + Engineering  
804 West Diamond Avenue. Suite 300; Gaithersburg, MD 20878  
Contact: Mr. Robert Looper III, Project Manager  
P: 301-670-9000 F: 301-6709009  
Electrical Contractor/ Client: Heller Electric, Inc  
P.O. Box 237, Brandywine, MD 20613 P: 301-372-6816 F: 301-372-6174  
Contact: Contact: Mr. Brian Heller, VP [brianheller@hellerelectric.com](mailto:brianheller@hellerelectric.com)  
hellerelectric.com  
Contract Value: \$531,750.00  
Contract Dates: September 2013 – December 2014  
Scope as subcontracted: Theatrical Lighting and Rigging Systems

### **Cab Calloway School of the Arts**

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Site: 100 North DuPont Road, Wilmington, DE 19807  
Owner: Red Clay Consolidated School District  
Architect: ABHA Architects P: 302-658-6426  
1621 N. Lincoln St, Wilmington, DE 19806 www.architects-one.com  
Lighting Consultant: Scheu Consulting Services, Inc.  
Contact: Mr. Peter Scheu P: 315-510-3368 peter@scheuconsulting.com  
Construction Manager: EDiS Company P: 302-421-2973  
110 S. Poplar St, Suite 400, Wilmington, DE 19801-5053 ediscompany.com  
Contact: Mr. Andy Hickey, Project Manager ahickey@ediscompany.com  
Contract Value: \$ 544,762.00  
Contract Dates: October 2013 - October 2014  
Scope as subcontractor: Theatrical Lighting Systems including LED, Conventional, and Automated Lighting Fixtures with Networked Lighting Controls

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www.barbizon.com

## **Gar-field High School Auditorium Renovation**

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Site: 14000 Smoketown Road, Woodbridge, VA 22192

Owner: Prince William County Public Schools P: 703-791-7200

Contact: Mr. Neil Bagnell, Administrative Coordinator – Construction [bagnelln@pwcs.edu](mailto:bagnelln@pwcs.edu)

Architect: Moseley Architects P: 804-794-7555 F: 804-355-5690

3200 Norfolk Street, Richmond, VA 23230

[moseleyarchitects.com](http://moseleyarchitects.com)

General Contractor: R.J. Crowley Inc

Contact: Mr. Peter Crowley, Senior Project Estimator P: 301-470-3303

[peter@rjcrowley.com](mailto:peter@rjcrowley.com)

Contract Value: \$254,000

Contract Dates: April 2013 - February 2014

Scope as subcontractor: Theatrical Lighting System

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## Project Methodology

The RFP lays out clear guidelines for the inspection of the rigging and lighting fixtures. Barbizon routinely provides these types of service for our clients in schools, theatres, television stations, museums, and houses of worship. Our technicians are trained to evaluate system condition, inspect equipment for mechanical and electrical issues, and to clean and repair dimming and control equipment. Barbizon's technicians are routinely called on to troubleshoot intermittent or unclear problems and find solutions to keep our clients' systems up and running. And, since all of Barbizon's personnel are from the industries we support, we understand that the most important thing is that the show, event, or service happens when it is supposed to.

To provide the services as detailed in the RFP Barbizon will partner with one of our frequent collaborators. A team consisting of an ETCP CR-T Lead Rigging Installer and an assistant, working with one of Barbizon's Field Service Technicians will conduct the inspections. They will bring with them required access equipment (lifts, ladders, scaffolding, etc...) and they will be equipped with safety equipment including PPE (Personal Protective Equipment) and Lock-Out/ Tag-Out kits. They will have electrical and electronic testing equipment (true RMS meters, DMX tester), a laptop computer with any manufacturer's software, and basic hand and power tools. We would expect that each school will require an average of eight hours onsite.

Inspections will be scheduled and tracked by Ian Schmidt, Barbizon Repair Coordinator. He will coordinate with the JMU personnel involved to develop a calendar and onsite contact lists for the annual inspections. Our Customer Relationship Management (CRM) software (ACT, by Sage Software) allows us to integrate and track client interactions, such as a phone call with subsequently scheduled follow-up phone calls or service visits. By doing this we can quickly review what services were provided when and in response to what issues. Mr. Schmidt would also be the point of contact for any other service or repair needs. Should Mr. Schmidt be unavailable, JMU can contact Mr. Stephen Snyder, Senior Project Manager directly via the Barbizon Capitol office for service.

The first step of our onsite process is a physical assessment of the facility during which we collect basic measurements and site information such as stage size and layout, building structure, and equipment locations. We also collect information on safety measures in place including location of fire extinguishers, first-aid kits, and stored materials which may be located in the stage area. A similar assessment of the condition of the dimming and control systems and related electrical rooms and services is made by the Field Service Technician. While not specifically requested in the RFP, we feel strongly that these are a part of any inspection and have included them accordingly. This information will be recorded on forms which will be created and maintained for each facility.

From this point, the team will work together to jointly inspect the rigging equipment and fixtures. Any fixtures supported on moveable or fixed rigging will be accessed by the

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Riggers and inspected by the Field Service Technician. The Field Service Technician will also provide visual inspection of any theatrical distribution devices which are mounted on the rigging. The rigging inspection will proceed with documenting the condition of all rigging equipment. Should any unapproved modifications to the installed equipment be noted, these will be reported to School Plant personnel while the team is onsite.

Any “severe” deficiencies which cannot be corrected during the inspection visit will be reported immediately to School Plant personnel and will be communicated to Barbizon’s Repair Coordinator. The Repair Coordinator will contact JMU Project Management not later than the next business day to notify them of the need for the repair, a timeline to provide a cost, and lead-time to make the repair following approval of the cost. Depending on the nature of the repair, the Repair Coordinator may refer the work to one of Barbizon’s Project Managers to coordinate with required Subcontractors and/ or Engineers. Updates will be provided via phone or email (whichever is preferred by JMU) on the status of repairs or outstanding issues.

For equipment which is found to be in “poor” condition, the Repair Coordinator or Project Manager will work with any required Subcontractors and/or Engineers to develop a proposal for materials and methods to correct the condition and this information will be included with the inspection report.

The inspection report compiled by the Rigger and Field Service Technician will be sent to Barbizon’s Senior Project Manager for review and comment. Once it has been reviewed internally, the Repair Coordinator will transmit it to JMU via email within 30 days of the date of inspection. Two copies of the collated inspection reports for each year will be transmitted in PDF format on digital media not later than February 28, 2018 for year one and not later than September 30 for inspections in subsequent years.

For sales inquiries, a Sales Representative will put together a quotation, to be emailed to the client at their request. The Sales Representative will adhere to all pricing structures as specified in this contract. Depending on the size of the order, additional discounts may be applied to any or all products at the Sales Representative’s Jurisdiction. For in stock orders, products will be shipped the same day by the client’s preferred shipping method, provided the orders are received before 2 PM. For out of stock orders, products will be shipped as fast as possible, but this will be contingent on manufacturer supplies. In stock delivery time is usually a one-day ship time. Out of stock delivery varies on manufacture stocks, and point of shipment, and may be able to be rush shipped for an additional fee. Returns will be processed on a case-by-case basis, and may incur up to a 35% restocking fee. Once a shipment has been delivered, an invoice will be mailed to the purchasing department, or emailed directly to the buyer. Barbizon works with many schools, of all grade levels to supply products for their needs as well as support them when any issues may arrive with products. Barbizon can use either a Purchase Order or a P-Card to process orders. No verbal POs will be accepted.

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## PRICING

PRICING SCHEDULE BY ZONE									
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	

### Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)\* *Lighting Installation and Repair Services Rates*

“Position”									
Labor Rate \$/hour	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
“Position”									
Labor Rate \$/hour	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00

### Overtime/Emergency Labor Rates (Outside of Regular Time working hours)\* *Lighting Installation and Repair Services Rates*

“Position”									
Labor Rate \$/hour	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
“Position”									
Labor Rate \$/hour	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00

PRICING SCHEDULE BY ZONE									
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	

### Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)\* *Lighting Design and Analysis Services Rates*

“Position”									
Labor Rate \$/hour	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
“Position”									
Labor Rate \$/hour	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00

### Overtime/Emergency Labor Rates (Outside of Regular Time working hours)\* *Lighting Design and Analysis Services Rates*

“Position”									
Labor Rate \$/hour	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
“Position”									
Labor Rate \$/hour	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00

PRICING SCHEDULE BY ZONE									
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	

### Lighting Products and Equipment (List by Manufacturer and Discount rate offered)

Manufacturer	% Off List Discount Offered by Zone								
Altman lighting	15%	15%	15%	15%	15%	15%	15%	15%	15%
ETC(excludes S4wrld Line)	15%	15%	15%	15%	15%	15%	15%	15%	15%

### LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING

#### Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)

Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
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Lighting Gel – 20"x24" Sheet, Rosco	\$8.99	25%	\$6.74
Lighting Gel – 20"x24" Sheet, Gam	\$8.99	25%	\$6.74
Lighting Gel – 24" x 25' Roll, Rosco	\$127.75	25%	\$95.00
Steel Gobo – Rosco, ETC Source 4 Size A	\$15.25	20%	\$12.20
Gobo Holder – City Theatrical, S4 Size A	\$8.80	20%	\$7.04
Dance floor tape – 2"x36 yard, Black	\$12.95	65%	\$4.50
Spike tape – ½" x 60 yards	\$9.13	50%	\$4.50
Gaffer tape – 2"x55 yards	\$23.95	40%	\$14.35
Lamp – For Sanyo projector PDG-DHT100L	NO SET LIST PRICE	N/A	\$320.0

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

Offeror Name: Barbizon Capitol Preparer Name: Zack Baber

Date:  
12/5/2017

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.**

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**Certification applications are available through SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

**ATTACHMENT B (CNT'D)**

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

Procurement Name and Number: \_\_\_\_ RFP # DMS-977

**Theatrical, Athletic Field and Specialty Lighting**

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

Offeror / Proposer:

BARBIZON CAPITOL  
6437-G GENERAL GREEN WAY  
ALEXANDRIA, VA 22312  
ZACK BABER  
703-750-3900

*Barbizon Capitol maintains relationships with a number of SWaM, subcontractors. Due to differing specialties, job schedule, scope of work and location, we refrain from listing them here. We can list them for individual jobs once the requirements have been specified.*

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

***RETURN OF THIS PAGE IS REQUIRED***

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## **VASCUPP SALES FOR 2017**

George Mason University – \$ 178344.65  
James Madison University – \$ 90057.51  
Old Dominion University – \$0  
Longwood University – \$0  
Radford University – \$88.97  
University of Virginia – \$ 19532.36  
Virginia Commonwealth University – \$ 8568.79  
University of Mary Washington – \$ 3085.09  
Virginia Military Institute – \$ 0  
Virginia Tech – \$ 28856.16  
William and Mary – \$ 2079.53

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# Request for Proposal

## **RFP # DMS-977**

**Theatrical, Athletic Field and Specialty Lighting**

**October 31, 2017**



**REQUEST FOR PROPOSAL**  
**RFP # DMS-977**

**Issue Date:** October 31, 2017  
**Title:** Theatrical, Athletic Field and Specialty Lighting  
**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. on December 6, 2017 For Furnishing The Services Described Herein.**

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

All Inquiries for Information and Clarification Should Be Directed To: DANA SIMMERS, Buyer Senior Procurement Services, [simmerdm@jmu.edu](mailto:simmerdm@jmu.edu) 540/568-5113 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

*(Signature in Ink)*

Name: \_\_\_\_\_

*(Please Print)*

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 # DMS-977*

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide theatrical, athletic field, specialty lighting equipment and services on an as needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## II. BACKGROUND

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

The Forbes Center for Performing Arts has five performance venues plus an additional 1,300 seat auditorium which all utilize the same lighting equipment packages to include ETC Eos and Ion consoles, conventional and LED lighting instruments, moving lights, dimmer racks, network switches, processors, and battery backups.

JMU Athletics has numerous stadiums, practice fields, and indoor facilities ranging from Bridgeforth Stadium with a capacity of 24,877 to the Sinclair Gymnasium with a capacity of 1,500. Facilities cover a wide range of sports activities including football, basketball, baseball, softball, tennis, swimming, and field sports. These facilities utilize LED and metal halide lights along with technology to ensure that lighting is monitored at all times to inform the University when lights need to be changed.

In addition, the University has diverse lighting needs across its many academic and residential facilities. The University is interested in return-on-investment lighting studies, lighting design, light pollution solutions, and other specialty lighting needs which may continue to develop as new technologies emerge.

## 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

**Potential Offerors may submit to provide services in any of the categories requested in this solicitation. Contractors should clearly specify in their proposal what portions of the requested equipment and services they can provide.**

- A. James Madison University seeks a contractor(s) with extremely high standards of customer service and quality, in an effort to provide theatrical, athletic field, specialty lighting equipment and services. The contractor shall furnish all labor, insurance, supervision, equipment, documentation, materials, disposal, and incidentals necessary to provide lighting services to the university.
- B. Contractor shall be responsible for adhering to all University Construction Guidelines and shall

work directly with relevant personnel at the University. Link: <http://www.jmu.edu/hecom/files/jmu-design-construction-guidelines-2016.pdf>. Contractor shall be responsible for all measurements, calculations, and other details for each project.

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.
2. Provide discounted line item pricing for services and labor rates.
3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.
4. Provide a general narrative description of the equipment/products and related services.
5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.
6. Describe offeror's ability to provide assistance of design/layout of new installation.
7. Describe in detail the complete shipping and delivery program.
8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
9. Describe how/when you offer additional quantity or volume discounts.
10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.
11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.
12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.
13. Describe offeror's ability and specific plan to provide and monitor system performance.
14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.
15. Describe how the offeror will determine and convey time frame for immediate maintenance services.
16. Describe in detail warranty given on all equipment and service.
17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
18. Specify if offeror is an "authorized" distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.
19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.

20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.
21. Specify offeror's ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.
22. Provide primary customer service contact for James Madison University lighting services.
23. Acknowledge understanding that all items are FOB Destination.
24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
25. Describe all other goods or services your company can provide and list any associated costs.

## 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 submits 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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

## VI. **EVALUATION and AWARD CRITERIA**

#### A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

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

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

## VII. **GENERAL TERMS AND CONDITIONS** (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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- N. 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.

- O. **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.
- P. **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.)
- Q. **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](http://www.eva.virginia.gov)) for a minimum of 10 days.

- R. 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.

- S. 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.
- T. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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](http://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.

- U. 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.
- V. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in US dollars.
- W. 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.
- X. 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.
- Y. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **VIII. SPECIAL TERMS AND CONDITIONS**

- A. 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.

- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.

- G. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of JMU'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.
- H. 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.
- I. 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](http://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.
- J. 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.

**K. 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.**



- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

- Q. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a

condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class C Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

- R. 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.
- S. 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.
- T. 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).
- U. 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.

- V. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- W. 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.
- X. 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.
- Y. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- Z. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- AA. 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.
- BB. PROTECTION OF PERSONS AND PROPERTY: The contractor expressly undertakes both directly and through its subcontractor(s) to take every precaution at all times for the protection of persons and property that may come on the work site or be affected by contractor's operation in connection with the work.
- The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- CC. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the contract.
- DD. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:
- a. The contractor, in conjunction with their subcontractors and suppliers shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
  - b. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance, and parts manuals for all equipment provided in conjunction with this contract. Further specific requirements may be indicated in the specifications.

- EE. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- FF. 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.
- GG. 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 proposal.
- HH. 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.
- II. 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.
- JJ. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.

## **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/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## X. PRICING SCHEDULE

- A. 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.
- B. The offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize offered services. **A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).**
- C. Specify any associated charge card processing fees, if applicable, to be billed to the University.

**Add additional rows as needed to list all rates and fees for labor and services offered.**

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Lighting Installation and Repair Services Rates</b>									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Lighting Installation and Repair Services Rates</b>									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Lighting Design and Analysis Services Rates</b>									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Lighting Design and Analysis Services Rates</b>									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Lighting Products and Equipment (List by Manufacturer and Discount rate offered)</b>									
Manufacturer	% Off List Discount Offered by Zone								

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING			
<b>Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)</b>			
Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
Lighting Gel – 20”x24” Sheet, Rosco			
Lighting Gel – 20”x24” Sheet, Gam			
Lighting Gel – 24” x 25’ Roll, Rosco			
Steel Gobo – Rosco, ETC Source 4 Size A			

Gobo Holder – City Theatrical, S4 Size A			
Dance floor tape – 2”x36 yard, Black			
Spike tape – ½” x 60 yards			
Gaffer tape – 2”x55 yards			
Lamp – For Sanyo projector PDG-DHT100L			

## **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: JMU Design and Construction Guidelines ([http://www.jmu.edu/hecom/\\_files/jmu-design-construction-guidelines-2016.pdf](http://www.jmu.edu/hecom/_files/jmu-design-construction-guidelines-2016.pdf))

## 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
- (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: \_\_\_\_\_

