



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5504

This contract entered into this 1st day of March 2019, by K&C Shelf Corporation Sixty, dba Entry Guard Systems, the Purchasing Agency, "Contractor" and Commonwealth of Virginia, James Madison University

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 May 8, 2019 through May 7, 2020 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1034 dated 10/7/2018
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum #1
 - (e) Addendum #2
- (3) The Contractor's Proposal dated January 12, 2019 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated February 23, 2019.

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

CONTRACTOR:
By: Frank Kollmansperger
(Signature)
Frank Kollmansperger
(Printed Name)
Title: President

PURCHASING AGENCY:
By: Michael Morrison
(Signature)
Michael Morrison
(Printed Name)
Title: Buyer Senior

NEGOTIATION SUMMARY

ENTRY GUARD SYSTEMS

RFP# MPM-1034 VEHICLE COUNT SYSTEMS

2/23/2019

The Primary Point of Contact for this Contract is:
Sherri Urbine

sherri@entryguardsystems.com

- Entry Guard Systems acknowledges that this contract shall be governed by the terms and conditions set forth in the RFP and that no additional terms and conditions shall apply.

PRICING SCHEDULE: All Zones

See Attached Rate Sheet for products to be offered to the University.

Labor Rates (*refer to Entry Guard Proposal, pdf page 24*)

- Standard Time (7:30 am – 4:30 pm Monday-Friday): \$126.00/hour
- Overtime/Emergency/ Holiday Time: \$189.00/hour

Other Fees	
Charge Card Processing Fees:	0 %
No travel-related costs or travel time shall be charged.	



Preparer: Frank Kollmansperger, K & C Shelf Corporation Sixty, dba Entry Guard Systems
Entry Guard Systems is a SWAM Certified Small Business

Project Name JMU RESPONSE RFP#MPM-1034

ITEM #	QTY	MANUFACTURER	PART #	ITEM DESCRIPTION	EXT. COST
1	1	QFREE/TCS	HC TUS 100	SINGLE SPACE SENSORS	\$ 74.29
3	1	QFREE/TCS	SS-CP	COMMUNICATION ENCLOSURE	\$ 1,478.57
4	1	QFREE/TCS	RP	REPEATER COMMUNICATION ENCLOSURE	\$ 935.71
6	1	QFREE/TCS	USDS	ULTRASONIC DIRECTIONAL SENSOR	\$ 978.57
9	1	QFREE/TCS	USDS-CP	COMMUNICATION POINT ENCLOSURE	\$ 962.86
11	1	QFREE/TCS	GW	GATEWAY ENCLOSURE	\$ 1,631.43
15	1	QFREE/TCS	L4MP/VMS	SINGLE SIDED GARAGE ENTRANCE SIGN (APPROX DIMENSIONS 9' 6" H BY 48" W BY 6" D), 4 LEVEL MASTER PANEL INCLUDING SPACE AVAILABILITY AND VARIABLE MESSAGE, WILL INCLUDE FOUR (4) SPACE AVAILABILITY DISPLAYS PER CABINET, 4 DIGIT SINGLE STROKE SEVEN SEGMENT DISPLAY, 7.5" LED CHARACTER HEIGHT, NUMBER OF SPACES AND OPEN IN GREEN, FULL IN RED, VARIABLE MESSAGE, 6" LED CHARACTER HEIGHT, UP TO 12 CHARACTERS PER LINE WITH 64 CHARACTERS SCROLLING, POST MOUNT, MOUNTING POSTS, INCLUDES INSTALLATION BUT NOT FOOTERS	\$ 39,230.00
18	1	QFREE/TCS	XBEE-SIGN	WIRELESS COMMUNICATION EQUIPMENT	\$ 935.71
23	1	QFREE/TCS	SL	SOFTWARE EXPANSION/LICENSE, INCLUDES ALL SET UP AND INTEGRATION WORK TO INTEGRATE NEW GARAGE INTO EXISTING PGS SERVER	\$ 2,685.71
24				IN GROUND SENSOR BASED SYSTEM	\$ -
25	1	QFREE/TCS	ITS-420	PARQSENSE SMART IN GROUND SENSOR	\$ 232.71
26	1	QFREE/TCS	ITS-950	PARQSENSE BASE STATION	\$ 2,217.86
27	1	QFREE/TCS	ITS-950/CP	COMMUNICATION ENCLOSURE FOR PARQSENSE BASE STATION	\$ 2,025.00
29				IN PAVEMENT TRAFFIC DETECTION LOOP SYSTEM	\$ -
31	1	ENTRY GUARD SYSTEMS		IN PAVEMENT TRAFFIC DETECTION LOOP, WET CUT	\$ 608.57
33	1	QFREE/TCS	LOOP-CP/2	COMMUNICATION POINT ENCLOSURE LOOP SYSTEM, INCLUDES TWO ANTI TAILGATNG LOOP DETECTORS	\$ 6,550.71
35	1	QFREE/TCS	LOOP-CP/1	COMMUNICATION POINT ENCLOSURE LOOP SYSTEM, INCLUDES ONE ANTI TAILGATNG LOOP DETECTORS	\$ 4,962.86

REQUEST FOR PROPOSAL

RFP# MPM-1034

Issue Date: 10/7/2018
Title: Vehicle Count Systems
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on January 8, 2019 for Furnishing The Services Described Herein.

MANDATORY PRE-PROPOSAL: No Pre-Proposal meeting is scheduled/required for this RFP.

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: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (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:

K&C Shelf Corporation Sixty
10610 Trade Road
N. Chesterfield, VA 23236

dba Entry Guard Systems

By: Frank Kollmansperger
(Signature in Ink)

Name: Frank Kollmansperger
(Please Print)

Date: 1/12/19

Title: President

Web Address: www.entryguardsystems.com Phone: 804 483-6523

Email: frank@entryguardsystems.com Fax #: 804 483-6526

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 JK #2 JK #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.

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Section 1-Cover Letter

January 15, 2019

Mr. Michael Morrison, Senior Buyer
James Madison University
Procurement Services

Dear Mr. Morrison

On behalf of K & C Shelf Corporation Sixty dba Entry Guard Systems, please find the enclosed comprehensive response to the Request for Proposal (RFP) for the Vehicle Count Systems for James Madison University. Entry Guard Systems (EGS) has applied its fifteen years of experience in the parking industry as a PARCS integrator in its evaluation of the RFP. Based on our analysis and our successful partnership with Q-Free, EGS is recommending the Q-Free Parking Guidance and Space Count system for future installations at JMU.

EGS offers an extensive knowledge of the existing Q-Free systems at JMU and a comfort level and confidence in continuing to support and expand the existing systems.

EGS and Q-Free are proud of our track record of providing outstanding service and delivering complete solutions to customers in Virginia.

We look forward to the opportunity to present our proposal to the University.



Frank Kollmansperger
President, Entry Guard Systems

Section 2- EGS Response to Statement of Needs

IV. STATEMENT OF NEEDS

Contractor shall describe their ability to provide the following to the University. JMU reserves the right to change, add, or delete services; in the best interest of the University.

A. Contractor shall perform work between 7:30 AM – 4:00 PM, Monday through Friday.

EGS Response: EGS, which is based in Richmond, VA, will meet with requirement

B. Vehicle counting technology that can be installed in parking garages or surface lots that detects vehicles upon entry and exit to facilities or zones within facilities in order to provide accurate counts of available spaces within each facility or zone.

1. This technology needs to be capable of being relocated to alternate locations within facilities in order to adjust to future changes in parking allocations.
2. Inductive loops are not desirable as they require cutting into precast concrete thus compromising the structural integrity of parking garages.

EGS Response: EGS has installed and would be proposing vehicle counting technology manufactured by Q-Free. The Q-Free system can be relocated and uses Ultrasonic Directional Sensors whenever possible.

C. Technology that is capable of monitoring the occupancy of individual parking spaces within facilities and incorporating that information into the overall occupancy of those facilities. This technology or technologies should be capable of counting individual spaces within both parking garages and surface lots.

EGS Response: The proposed Q-Free system meets these requirements.

D. Electronic signage that is capable of displaying current occupancy within facilities in real-time in order to guide drivers to facilities with open parking spaces. This signage should also include the capability to scroll messaging as needed in order communicate pertinent information to drivers.

EGS Response: The proposed Q-Free system meets these requirements.

E. Provide the complete specifications of all new equipment and operational components for a turn-key installation.

EGS Response: See Section 4 for Q-Free product information.

- F. The various technologies employed need to communicate seamlessly in order to provide real-time information about facility occupancy to drivers. Where possible, communication between components should be achieved wirelessly in order to reduce the cost of installation and increase flexibility with regards to placement. A mesh network is preferred.

EGS Response: The proposed Q-Free system meets these requirements.

- G. A software application that communicates with the various pieces of technology located across the campus, provides information in real-time about parking availability and includes the status of each piece of equipment included in the system.
1. The software should include a customizable graphical user interface that provides a visual representation of the signage and equipment across the campus as well as the current status of the pieces of equipment in specific facilities.
 2. Users must have the capability to correct counts of open spaces remotely via the graphical user interface.
 3. The software should include reporting capabilities that allow users to view, generate and store occupancy reports.
 4. The software should have the capability to send alerts via email. The GUI needs to support sending and creating custom messages for variable message signs.
 5. Describe licensing. If licensing of the software is based on number of users or screens, etc. describe the models used to obtain numbers both for current and future usage.

EGS Response: The proposed Q-Free system meets these requirements. Although a cloud-based application will be available, the current software is server based. As garages or lots are added, there is an additional cost per new garage or lot.

- H. An open web API module that allows the occupancy information generated by the system to be shared with websites and mobile applications in order to port real-time parking availability information to the department's website and an anticipated future mobile application for Android and iOS smart phones.

EGS Response: The proposed Q-Free system meets these requirements.

- I. All system hardware and software need to be able to be maintained by department personnel and vendor tech support needs to be available via remote access.

EGS Response: The proposed Q-Free system meets these requirements.

- J. Consistency and stability of the hardware and software – as well as rapid correction of system failures – are critical to JMU.

1. Describe the maintenance philosophy including frequency of updates as well as the approach to obtaining and completing updates.

EGS Response: EGS will coordinate the periodic software updates and will require the University to provide remote access for those updates.

2. Describe your ability to respond to emergency situations to include average response time, costs associated with responding to emergency situations (to include weekend, nights, and holidays). Include method of communication for emergency situations.

EGS Response: EGS answers the phone and does not utilize an automated attendant system. After collecting information about the service request, EGS will either remote into the system or dispatch a field technician. After hours, an answering service the calls and then forward any service requests to the technician on duty. That technician would contact the University and determine if a visit is required or whether the issue could be fixed the next business day. EGs also has a limited stock of Q-Free spare parts.

The University should expect a call back on any service call within thirty minutes and typically on-site service no later than 48 hours after the call is initiated.

3. Describe capabilities for remote support and describe what access to accounts and systems is required. Describe the locations from which this activity would take place.

EGS Response: In all cases, EGS would prefer to fix issues by remote support. EGS would require a mutually agreed to remote access program. The support would typically occur from our Richmond office, although our Technical Support Manger is based in Roanoke

4. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.

EGS Response: EGS does offer PM/Service contracts with guaranteed response times.

- K. All costs shall be exclusive of travel. Exception may be granted by JMU on a case-by-case basis. IN the event an exception is made, contractors billing for travel-related

expenses must be billed in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals, and incidental expenses at the time of travel with can be referenced at <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.

EGS Response: EGS typically charges a flat rate for a trip charge in addition to an hourly service. If the University would rather, EGS could alter rate structure to be "door to door."

- L. All services provide under this contract shall be by trained repair technicians and all work, shall be performed in a workmanlike manner in accordance with the manufacturer's recommended equipment maintenance procedures. Submit all qualifications and certifications associated with the different systems.

EGS Response: Q-Free does not offer factory training or certification. However, our field technicians all have experience installing and servicing the Q-Free system. See Section 3 for more information about the company and key personnel.

Section 3: Qualifications and Experience of Offeror

EGS Organizational Structure and Management Philosophy

K & C Shelf Corporation Sixty dba as Entry Guard Systems (S Corp) is a SWAM Certified Small Business, which is based in Richmond, Virginia. EGS is a Virginia Class A Contractor (2705 07647A) and has a Department of Criminal Justice Services License (113843). EGS has been in business since May of 2003 and has grown over the years in both number of employees and sales revenue. Currently the company has nine (9) employees and annual sales over the last three years have averaged just over \$2,000,000. To insure timely response, the company services a relatively small geographic area to include all of Virginia except Northern, Virginia.

For a company of its size, EGS has invested a great deal in project management and technical support. The impetus for this investment is to make every project installation as smooth and free of surprises as possible. Over the last fifteen years, EGS has installed over four Space Counting Systems and thirty (30) new PARC systems.

EGS has been purposeful in building a team that is service and support heavy. The office staff of five is committed to supporting the field staff of four technicians. Our rationale is simple; by providing our field technician staff with the knowledge, equipment, training and tools they need, they will meet and exceed our customers' expectations. Although EGS is committed to "having boots on the ground," we anticipate more service being provided remotely from our office.

There is another detail that separates EGS from many of our competitors. **EGS does not utilize an automated telephone system.** We realize that a service issue is a crisis for our customers and they need to speak to a person not a machine. Although we utilize an answering service for after hours and weekend calls, we have an on-call technician available 24/7.

Neither EGS or its Owner has had a contract terminated before its original termination date nor been involved or has been involved in legal proceedings or business litigation

EGS/Q-Free Partnership

EGS has been working with Q-Free for three years and chose Q-Free because of the quality of the product offering and more importantly its level of support. EGS has installed the Q-Free systems at two University garages and also installed and provides service for the gated traffic control system on campus.

Key Personnel (listed alphabetically) who will be involved in the project include

Mike Dennis, Senior Technician/Assistant Project Manager

Mike joined EGS as a Field Service Technician in 2005 after graduating from ECPI. Over the last thirteen years, he has been involved in numerous installs in Roanoke, Charlottesville and Richmond to include Q-Free installations in Richmond and at JMU. Mike typically leads the install of new systems

Graham Goodloe, Project Manager/Systems Integrator

Graham completed his Associate Degree in Electronics Engineering in 1984. Graham joined Entry Guard in 1998 as a field service technician and assumed his current project management role in 2007. Graham has managed installation PARC projects for the cities of Richmond, Charlottesville and Roanoke, VCU, James Madison University and the Roanoke Airport. Graham is responsible for managing EGS's subcontractors if needed and the project installation process.

Frank Kollmansperger, President

Frank is a graduate of the Virginia Military Institute and served in the US Army as a Platoon Leader and Battery Executive Officer for three years. After earning an MBA from the Darden School at the University of Virginia, he joined Trader Publishing Company, a Norfolk based publisher of specialty publications. In 2003, he purchased Entry Guard Systems and has built the team that has helped the company to double in size over the last six years.

Jordan Martin, Installer

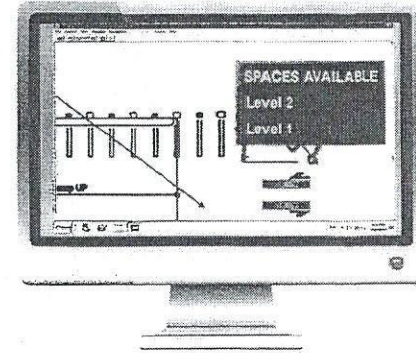
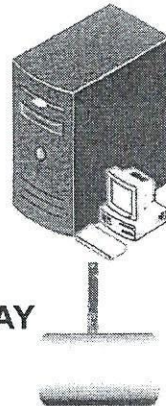
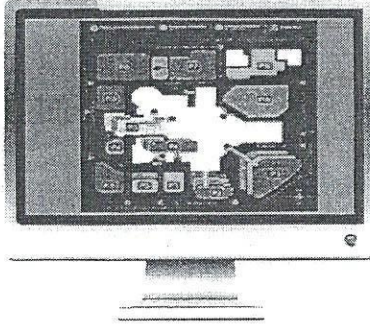
Jordan joined EGS three years ago. Since then he has been actively involved in the installations of and continuing service of seven PARC Systems.

Sherri Urbine, Office Manager

Sherri attended VCU and worked in the security and access control industry for twenty years before joining EGS in 2003 as the Office Manager. In that role, she has overseen the company's accounting efforts to include AR/AP and handles the scheduling of the Entry Guard Systems' technician team. She is responsible for ordering and receiving all hardware and software.

SAMPLE Q-FREE LEVEL COUNTING PGS SYSTEM

CENTRAL PGS SERVER



API FOR THIRD
PARTY INTEGRATION

PGS GATEWAY

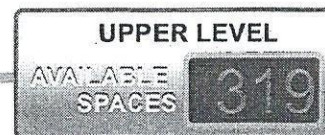
PGS SOFTWARE

WIRELESS COMMUNICATION

PARKING GARAGE



COMMUNICATION
POINT

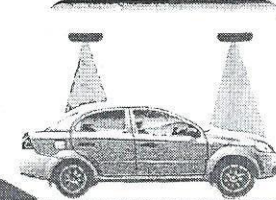
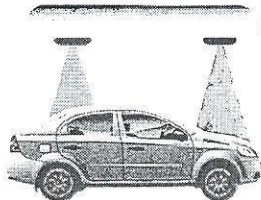


COMMUNICATION
POINT

USDS AT ENTRANCE

USDS BETWEEN LEVELS

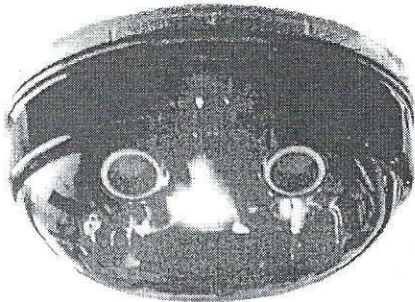
USDS AT EXIT



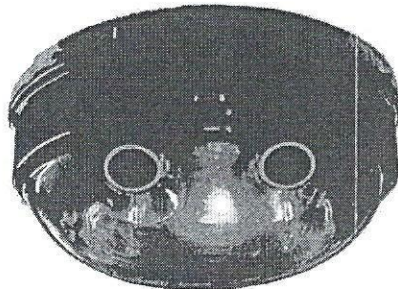
PRODUCT SHEET

TUS-100 SINGLE SPACE SENSOR

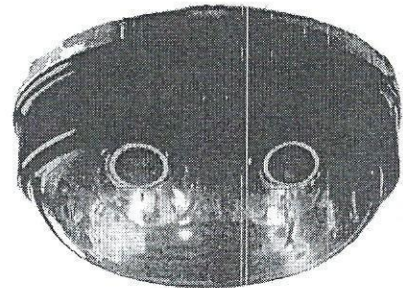
- End-of-space solution for higher visibility
- Reduction in installation/cabling cost and time due to integration of external lamp and sensor
- High visibility with LEDs on all sides



Available



Occupied



ADA/Handicap

OVERVIEW

TUS-100 Single Space Sensors are installed on the ceiling at the end of each parking space end in installations where single-space monitoring is required. Internal LEDs show green when the space is available, and red when the space is occupied. Other color options are available to indicate, for example, handicapped and other reserved spaces.

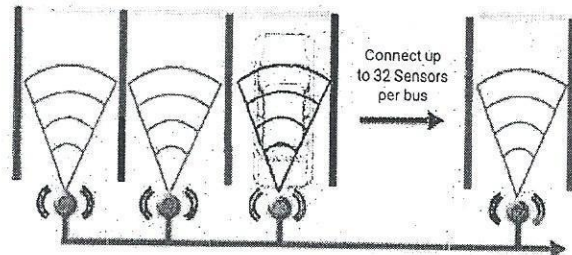
FUNCTION

The sensor detects occupancy status through ultrasonic distance measurement. Calibration takes place while parking spaces are empty. When a vehicle occupies a parking space, the sensor detects a change in measurement and reports the space as occupied. The integrated LED changes from green (unoccupied) to red (occupied).

A maximum of 32 sensors can be connected to the same data line. The zone controller employs a three bus system allowing up to 96 Single Space Sensors to be connected to a single controller.

OPERATIONAL DATA

- Detection of vehicles
- Flexible installation options
- Low maintenance



Sensor installed at end of parking space.

CONNECTION

18 AWG 4-conductor shielded wire

TECHNICAL DATA

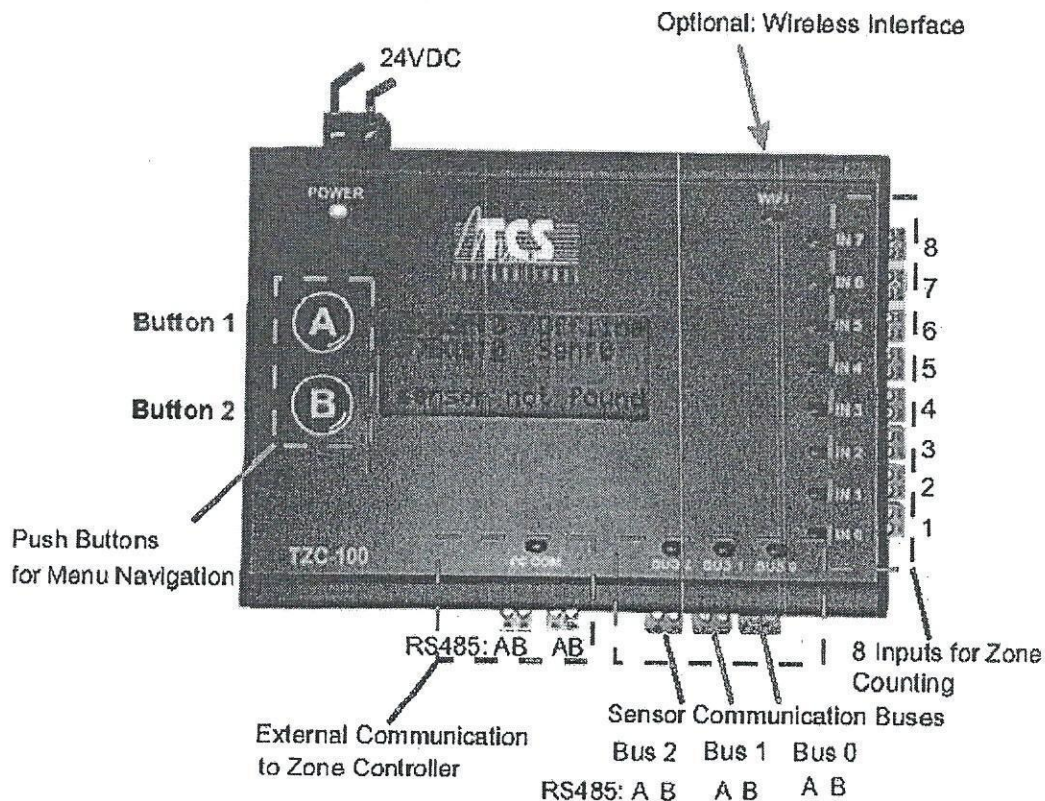
Type: Ultrasonic distance measurement

Voltage: Low, 24V DC

Data transfer: RS-485

TZC-100 ZONE CONTROLLER

- Universal controller serving multiple counting technologies
- Used for single space monitoring, loop counting and sign communication
- User friendly menu keys to scroll through various configuration tasks
- Optional integrated wireless communication chip



OVERVIEW

In a single space parking guidance system all single space sensors are connected to and managed by the zone controller. Q-Free's Single Space Zone Controller TZC-100 uses a three bus system allowing it to provide power to and exchange data with up to 96 single space sensors (32 single space sensors per bus interface). Large installations employ multiple zone controllers which link to a server.

The zone controller operates as a data concentrator transmitting the information to the PC, from the PC to the indicator lights in the sensors, as well as to other external devices like dynamic parking guidance signs. The controller also provides counter information based on count pulses generated by digital inputs.



PRODUCT SHEET

INSTALLATION

The zone controller is installed within close distance to the controlled zones. The controller is mounted in a CP (communication point) enclosure, mounted on a nearby wall. 100-240VAC is plumbed into the enclosure, powering a DC power supply which provides power to the controller. Each of the three busses on the controller will require their own individual power supply to provide power to each component connected.

HIGHLIGHTS

- Up to 8 count logic scenarios based on 8 digital inputs
- 2 Buttons/display panel for configuration
- Single space monitoring:
 - Control over 96 sensors through 3 RS485 bus lines
 - Sensor status indication: free, occupied, error
 - Many operating modes: automatic, static green, static red, static optional color, green/red alternating, red flashing, lights off while still monitoring space

TECHNICAL DATA

POWER CONSUMPTION

24 VDC/75m

DATA TRANSFER TO SIGNS/SERVER/OR 3RD PARTY DEVICE

RS-485

PRODUCT SHEET

USDS ULTRASONIC DIRECTIONAL SENSOR

- Single unit standard or three-unit cluster design
- Overhead mounting with no need for saw-cutting ground work
- High-accuracy detection, even of wrong-direction events

OVERVIEW

The Ultrasonic Directional Sensor is designed to replace inductive loops and provide accurate vehicle counts. USDS sensors are extremely reliable and play an important part in any facility or level-counting parking guidance solution. These ceiling-mounted sensors eliminate the need for saw-cutting groundwork.

Installation is easy, and relocation is possible should traffic patterns change. The three-unit cluster technology reduces the need for delineation to separate entrance and exit lane counts.

HIGHLIGHTS

- Single unit standard configuration at standard width garage/level entrances/exits (total lane detection of up to 12 feet)
- Three-unit cluster configuration at wide-width garage/level entrances/exits (total lane detection of up to 24 feet)
- One built-in central processing unit to control sensor logic
- Standalone operation with memory back-up offline
- Bi-directional counting of vehicles
- Up to 30km/h (19mph) effective counting speed
- Output: Dry contact and/or serial interface via RS-485
- Power supply voltage: 12-24V DC

FUNCTION

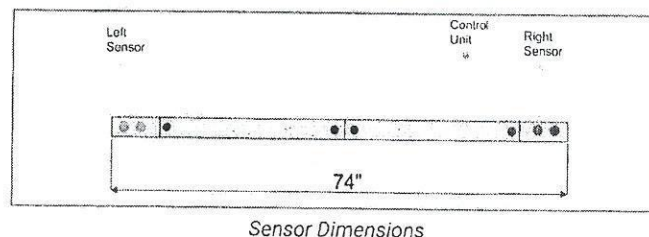
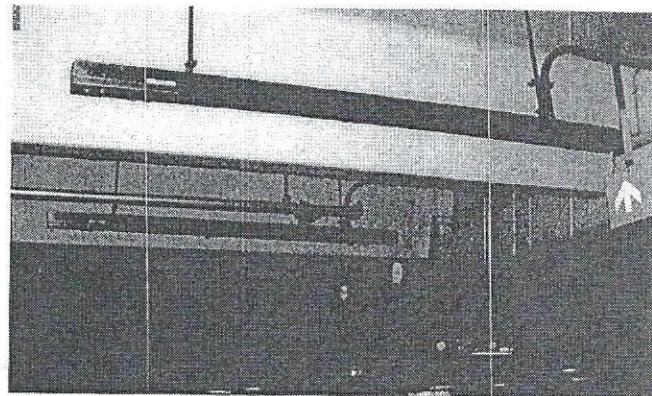
Two groups of ultrasonic sensors on a single USDS sensor continually measure the distance to ground. A passing vehicle produces a typical height profile (see illustration). A vehicle is differentiated from other objects by correlating information using a pattern-recognition process.

TECHNICAL DATA

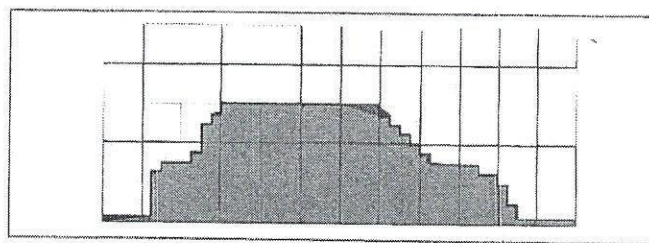
Type: Ultrasonic distance measurement
Voltage: Low, 24V DC
Data transfer: RS-485 or Plus-Minus relay
Temperature: -4°F to +158°F (-20°C to +70°C)

CONNECTION

18 AWG 4 conductor shielded wire



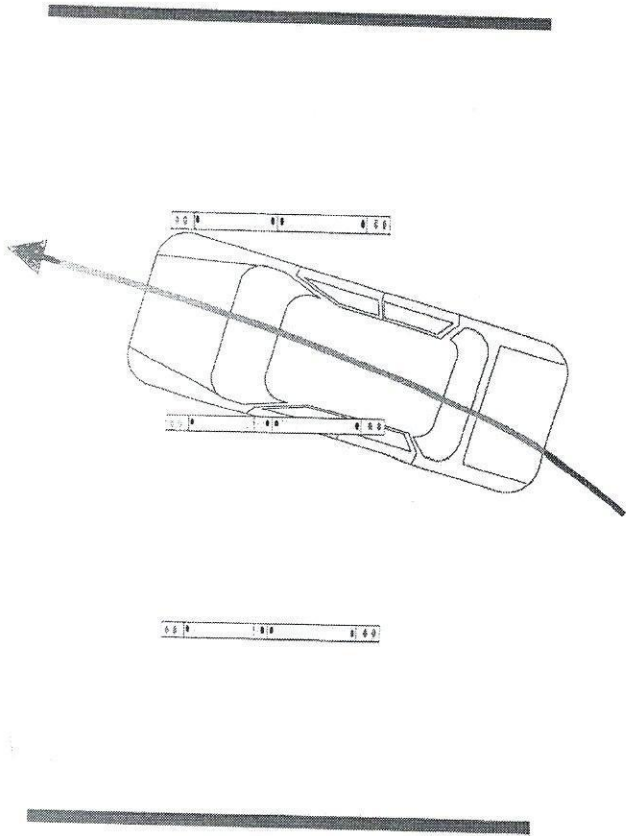
Sensor Dimensions



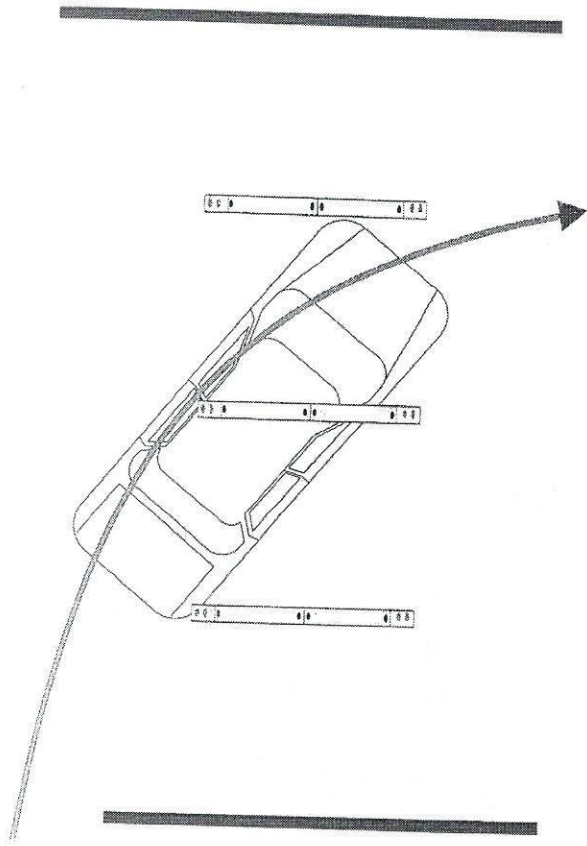
Sensor Directional Analysis

OPERATIONAL DATA

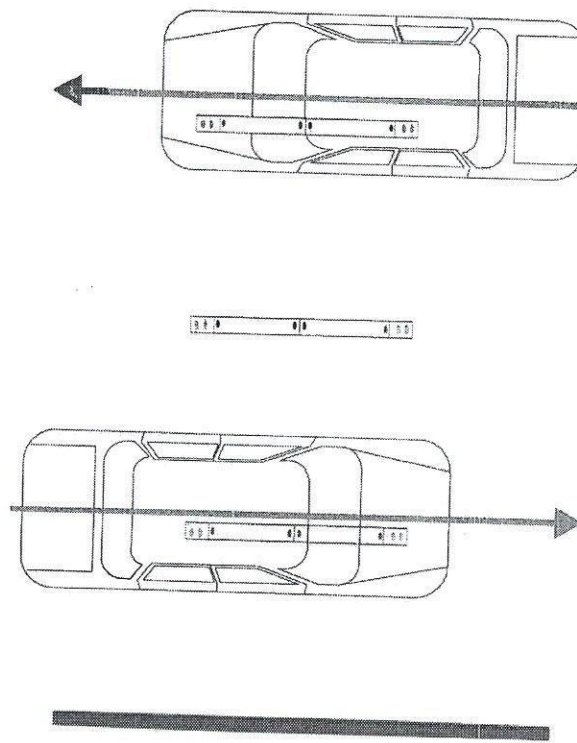
- Detection of vehicles
- Flexible installation options
- Low maintenance



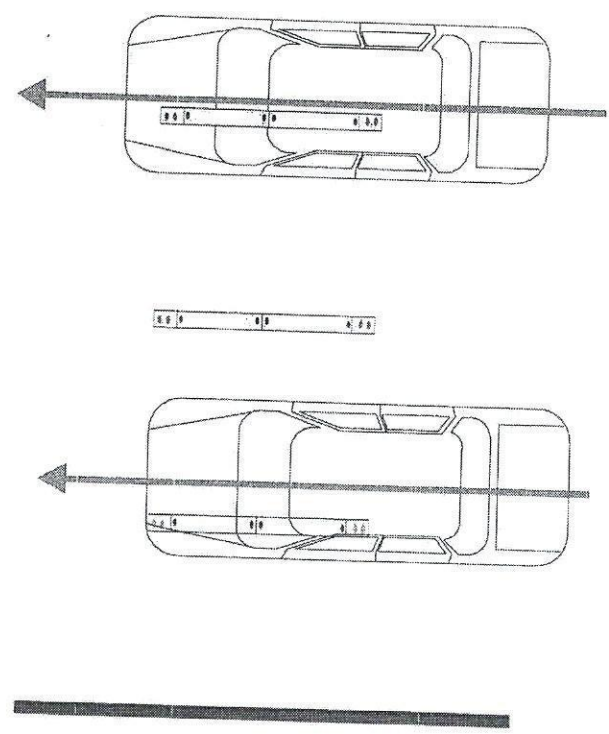
Diagonally across 2 USDS



Diagonally across 3 USDS



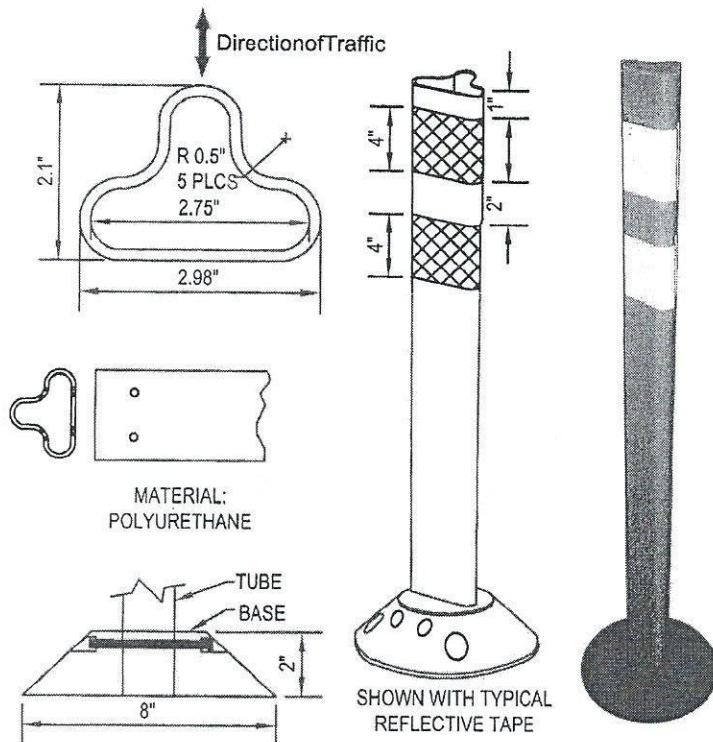
2 Vehicles traveling in opposite directions



2 Vehicles traveling in the same direction

PRODUCT

DP-300-UR DELINEATION POST



DP-300-UR INFORMATION

- Post Height Availability
Standard: 36"
Optional: 18", 24", 28", or 42"
- Post Color Availability
Standard: yellow
Optional: white or orange
- Reflective Sheeting Color Availability
Standard: yellow
Optional: white or blue
- Superior resistance to tearing and puncturing
- Designed for daily traffic abuse

OVERVIEW

The Q-Free TCS Delineation Post (DP-300-UR) comes standard with a butyl pad for adherence to the ground. Delineation posts create a "counting point" for accurate system counts by controlling the traffic speed and proper lane travel throughout the parking facility. The delineation posts are composed of flexible polyurethane plastic which quickly restores back to an upright position after being struck. The polymer maintains its flexibility to -50 F (-45 C) as well as its toughness to fuels, oils, and grease.



Example of Lane Delineation

USA 55 Union Ave. | Sudbury, MA 01776 | T +1 978 443 2527 | F +1 978 579 9545
Canada 70 Six Point Rd. Etobicoke, ON M8Z2X2 | T +1 416 259 4862 | F +1 416 252-0285
www.q-free.com | www.tcsintl.com | @QFreeASA

For more information contact sales.usa@q-free.com

Specifications are subject to change without prior notice.
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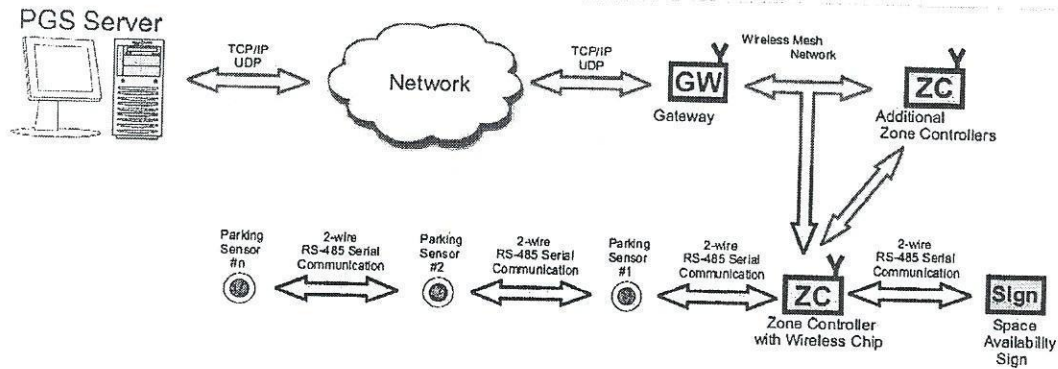


TCS

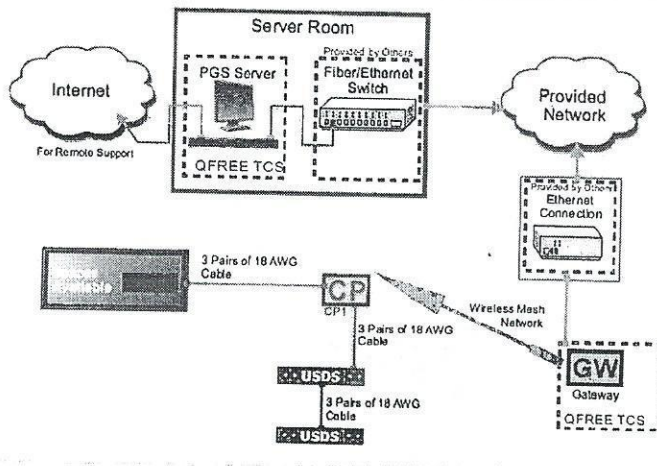
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WIRELESS SYSTEM COMMUNICATION

- Based on wireless Mesh technology
- Multiple gateway connection options
- Reduction in cabling and installation costs



Flow diagram of wireless communication single-space sensor system



Flow diagram of wireless communication level/facility counting system

OVERVIEW

The Q-Free wireless communication solution takes advantage of wireless Mesh technology, allowing at-the-edge devices such as sensors and signs to communicate through multiple wireless pathways. It reduces the cost of cabling and installation associated with a traditional hard-wired Parking Guidance System (PGS). Each device or group of devices is wired locally to a modem. This modem wirelessly transfers the device information to the PGS gateway. The way is connected through a network to the PGS server where the Q-Free Visual Control Center software manages the whole system and provides a graphical user interface.

HIGHLIGHTS

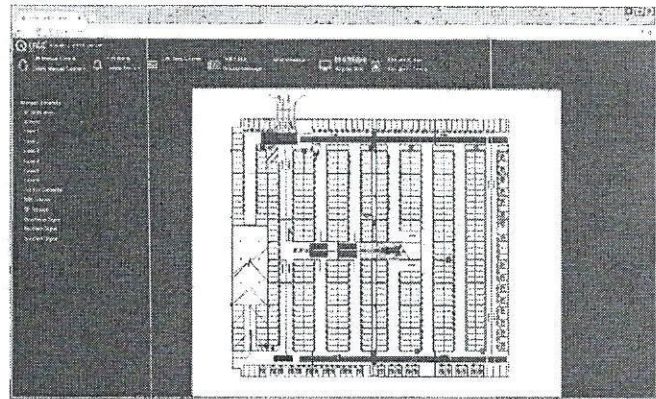
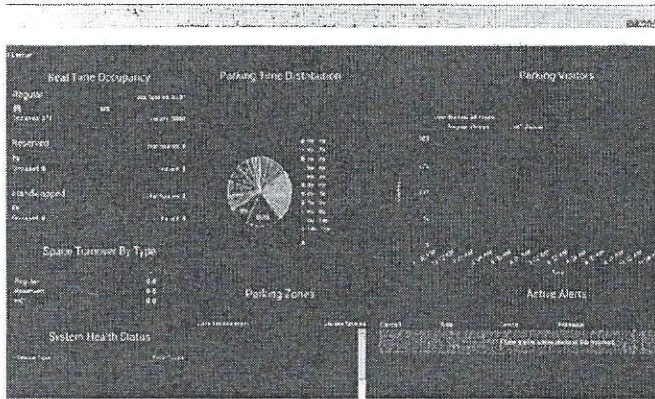
- Reduction in cabling and installation costs
- Self-healing network
- 100% network uptime
- Deployed in all of Q-Free's PGS installations
- First PGS provider in the world specializing entirely in wireless system communication

PRODUCT SHEET

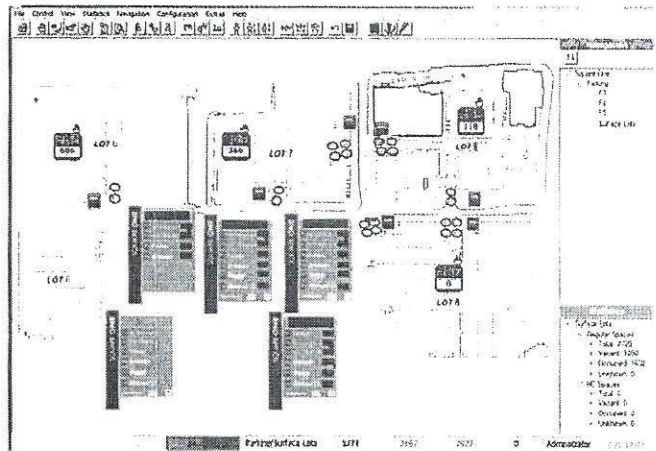
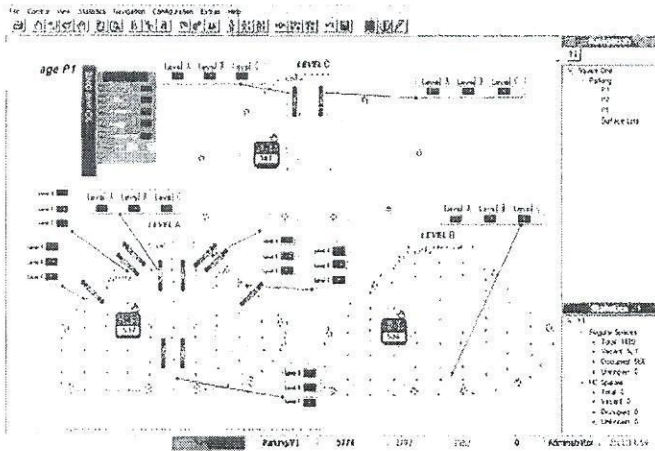
VISUAL CONTROL CENTER PGS SOFTWARE

- Proprietary software with in-house development
- Unique optional multi-user platform

WEB BROWSER ACCESS



CLIENT SOFTWARE ACCESS



OVERVIEW

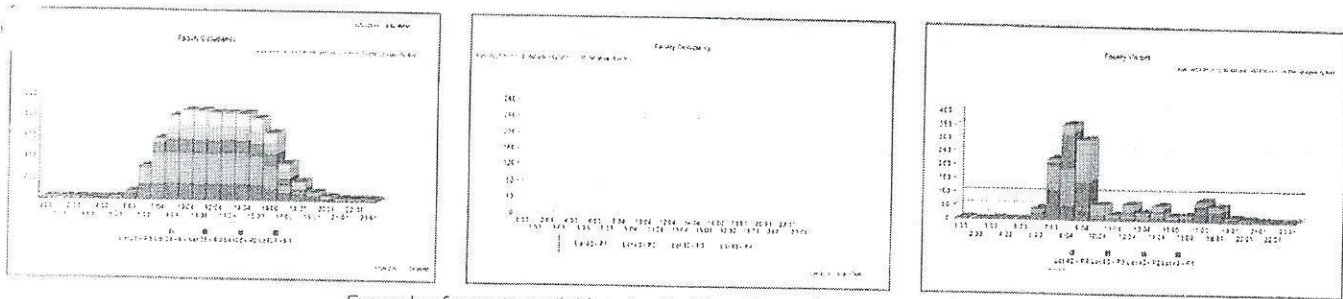
The Visual Control Center is the graphical user interface and communication service for Q-Free's parking guidance systems. It communicates to all installed devices and displays real-time parking availability, counting device statuses, and sign information. This software enables users to view and export numerical and graphical parking information statistics, providing important occupancy information.

FEATURES

A customized graphical user interface displaying all device statuses and real-time parking availability information. The application can be accessed through the client software on the parking guidance server, or through a web browser. Supported web browsers are Firefox and Google Chrome.



PRODUCT SHEET



Example of reports available using the Visual Control Center PGS Software

HIGHLIGHTS

- Real-time parking availability
- Easy-to-use graphical user interface
- Device status updates
- Parking information statistics
- Customized on-screen parking guidance layout based on individual facility
- Compatible with all Q-Free parking guidance products
- API tool for exporting parking availability to customer website and/or mobile app
- Optional multi-user platform allowing multiple user access

STATISTICS AND REPORTS

The Visual Control Center software provides access to a variety of important occupancy status reports:

- Facility occupancy
- Zone or level occupancy
- Facility visitor tracking
- Parking time control
- Parking duration

Parking availability statistics provide vital occupancy information and can assist with staffing or marketing plans.

TYPICAL APPLICATIONS

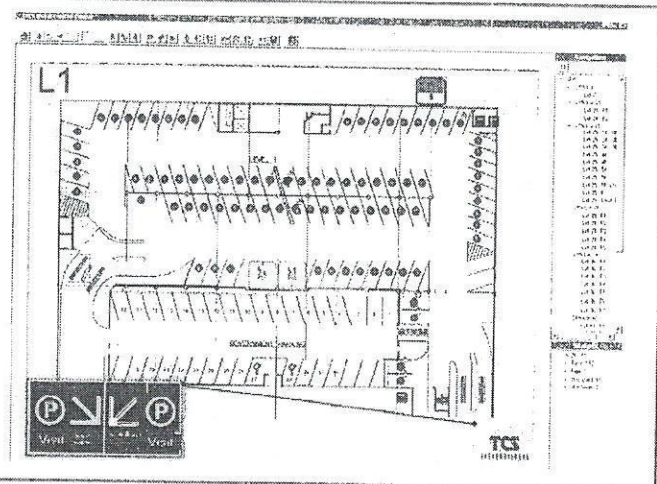
- Single-space monitoring
- Level counting
- Facility counting
- Surface lot space availability
- Way-finding

GRAPHICAL USER INTERFACE

The Visual Control Center software is used with all of our parking guidance products:

- Ultrasonic single space sensors
- Ultrasonic directional sensors
- Surface parking space sensors
- In-ground loop technology
- Space availability signs
- Variable message displays
- Wireless Mesh technology

Example of the Visual Control Center graphical user interface displaying a parking level with ultrasonic single-space monitoring technology. The user is able to view real-time parking availability and occupancy on a per-stall basis, as well as parking availability signs.



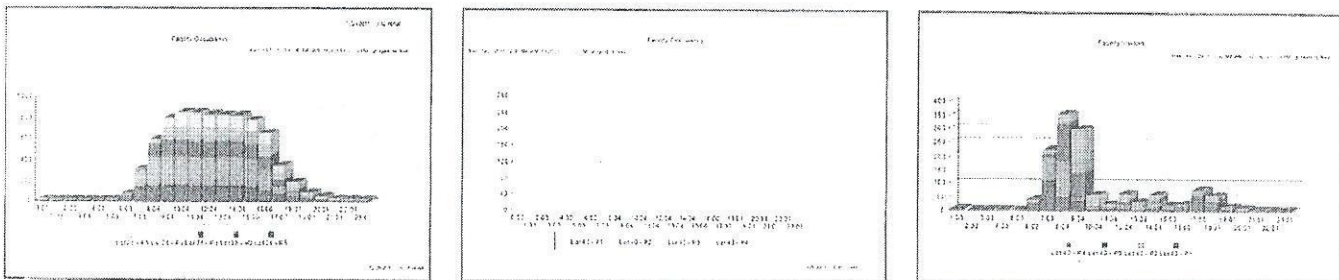
3 STANDARD SOFTWARE REPORTS

THE FOLLOWING STANDARD SOFTWARE REPORTS ARE AVAILABLE:

1. Report about the current occupancy situation, ordered by car park and area. Optionally: a detailed occupancy data about parking spaces and zones could be included
2. Report about the occupancy situation in the past, specified by time interval or at a time point, ordered by car park and area.
3. Report about the occupancy situation in the past, shown as a cross table. The data are grouped by specified time intervals and by parking area. The content of rows and columns is customizable.
4. Report about visitor situation in the past, shown as a cross table. The data are grouped by specified time intervals and by parking area. The content of rows and columns is customizable.
5. Report provides different statistics about parking behavior in the past broken down in parking areas. Such as min/max occupancy, average occupancy time, etc.
6. Report about individual spaces they occupancy time exceeded a specified time interval. This report considers results about spaces with single space monitoring only.
7. Report provides visitor counters of individual sensors and/or zones in selected time interval, ordered by parking area and by time intervals.
8. Report about with peak occupancy in selected time interval, ordered by parking area.
9. Graphical diagram about occupancy situation in specified time interval, grouped by car parks or parking areas.
10. Graphical diagram about visitor situation in selected time interval, grouped by car parks or parking areas.

Custom reports are available upon request.

SAMPLE OVERVIEW

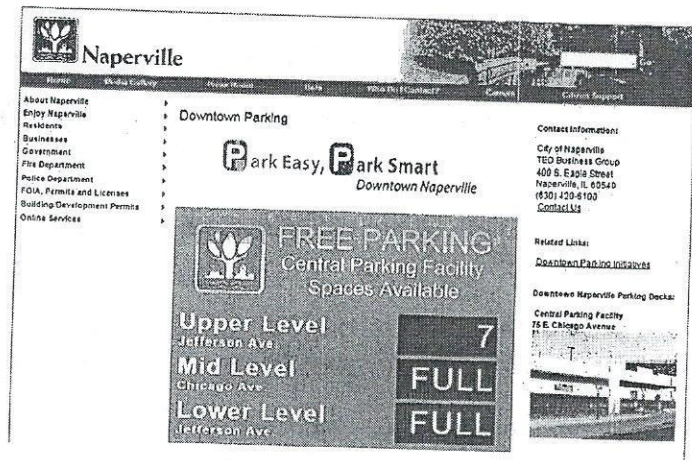


Example of reports available using the Visual Control Center PGS Software

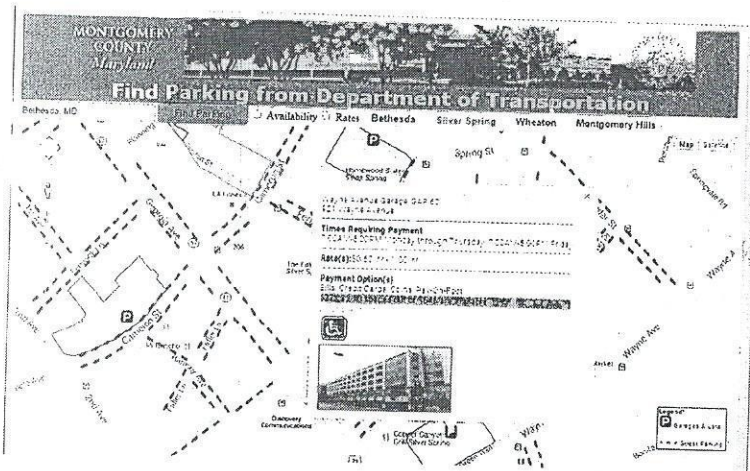


PRODUCT SHEET

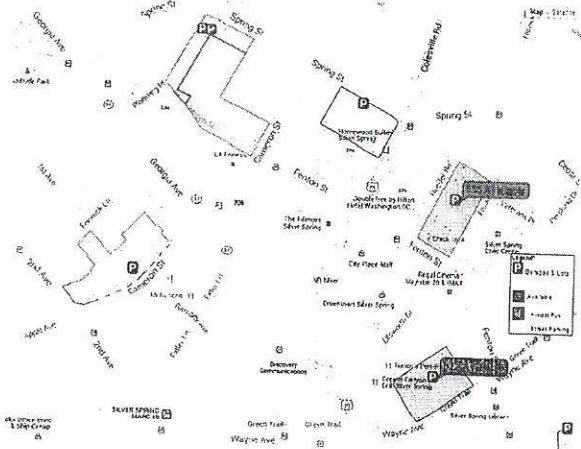
WEB INTERFACE MODULE/API TOOL



Naperville parking web interface



Montgomery County, MD parking web interface



OVERVIEW

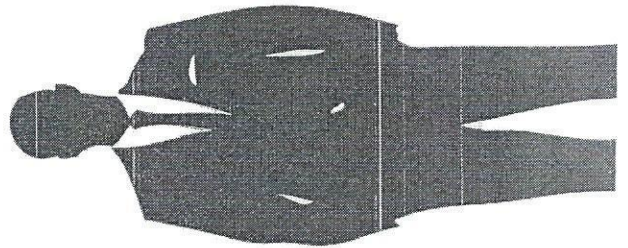
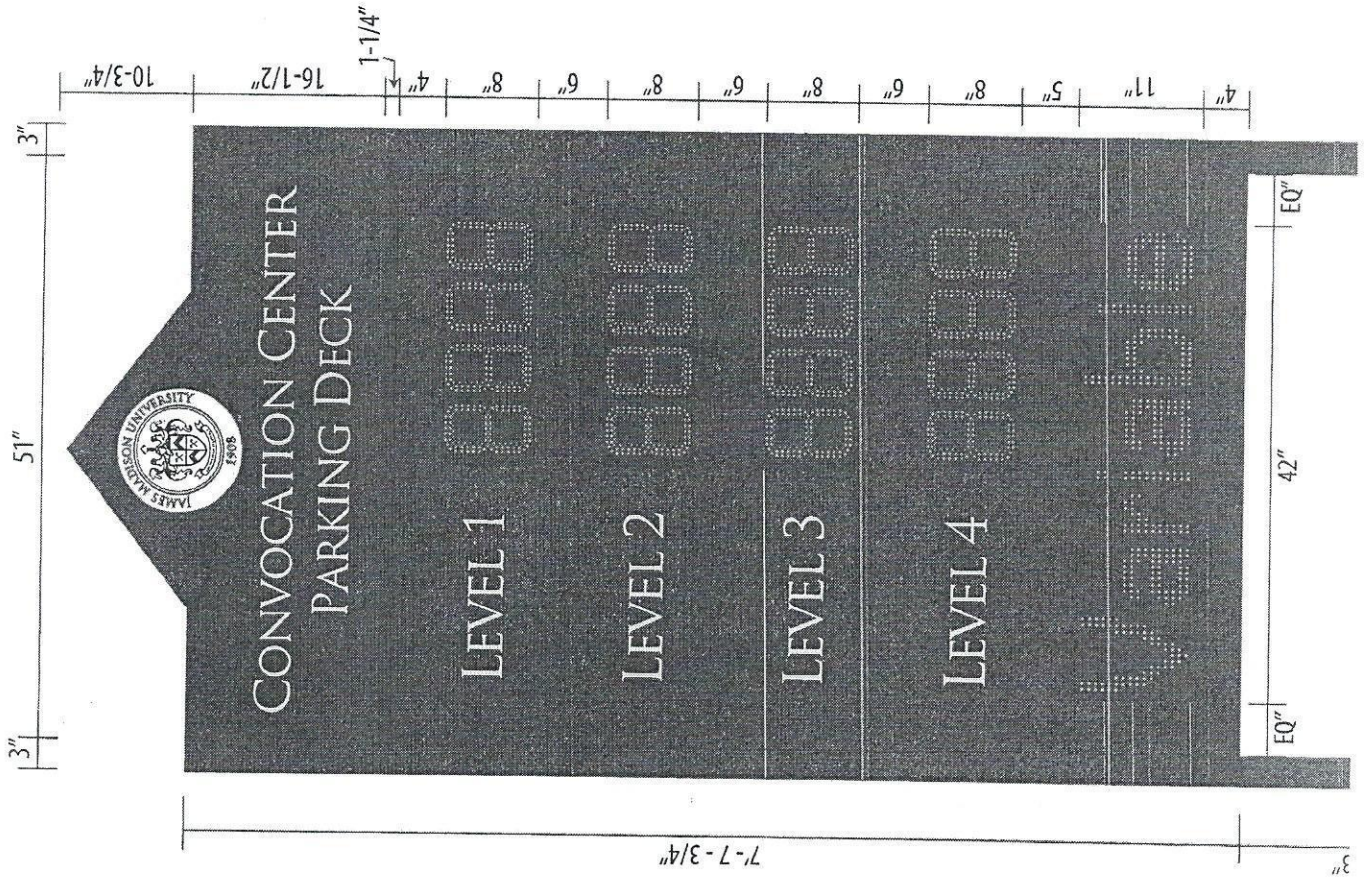
The Q-Free Web Interface Module/API tool is an optional add-on to the PGS Visual Control Center software. It exports captured parking information to feed into third-party websites or mobile applications. These applications provide stress-free parking for customers by allowing them to save time and plan parking in advance.

- Provides detail of total parking spaces in selected parking facilities
- Provides space availability by type (reserved, handicapped, etc.)
- Multiple file formats available
- Tool for export of statistical/count data to third-party systems

Real-time parking information is exported from the Visual Control Center software via the web interface/API tool to a customer's existing website. Examples shown are:

- <http://www.naperville.il.us/downtownparking.aspx>
- <http://www.calgaryparking.com/parkadeRssFeed/availability/lot/060/feed.rss>
- <http://www2.montgomerycountymd.gov/gisparking/parkingpublicmap.html>

SINGLE-FACED SIGN QTY: 3



SINGLE FACED SIGNAGE

UPPER CABINET STATIONARY:

ALUMINUM EXTRUDED RETAINER & FRAME w/
ALUMINUM FACES
FINISH COLOR TO MATCH PANTONE No. 2685C
w/ PURPLE & WHITE DIGITALLY PRINTED JMU SEAL
& WHITE REFLECTIVE VINYL LETTERING

1-1/4" H. REVEAL-

HEIGHT INCREASED TO ACCOMMODATE HINGED BACK
FINISH COLOR TO BE PANTONE No. 2685C

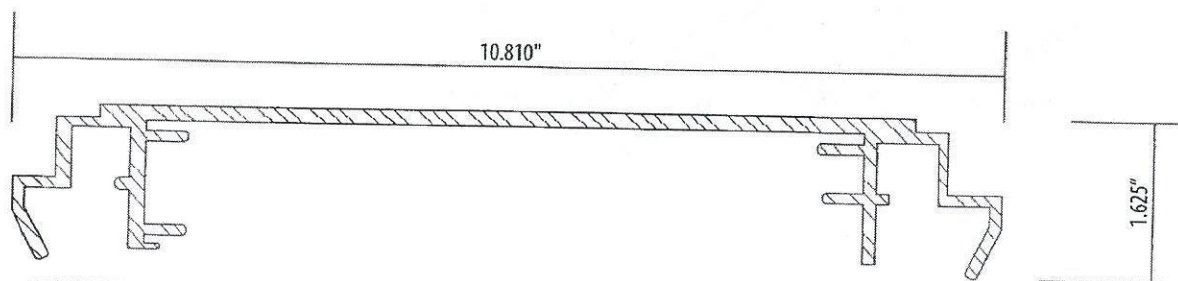
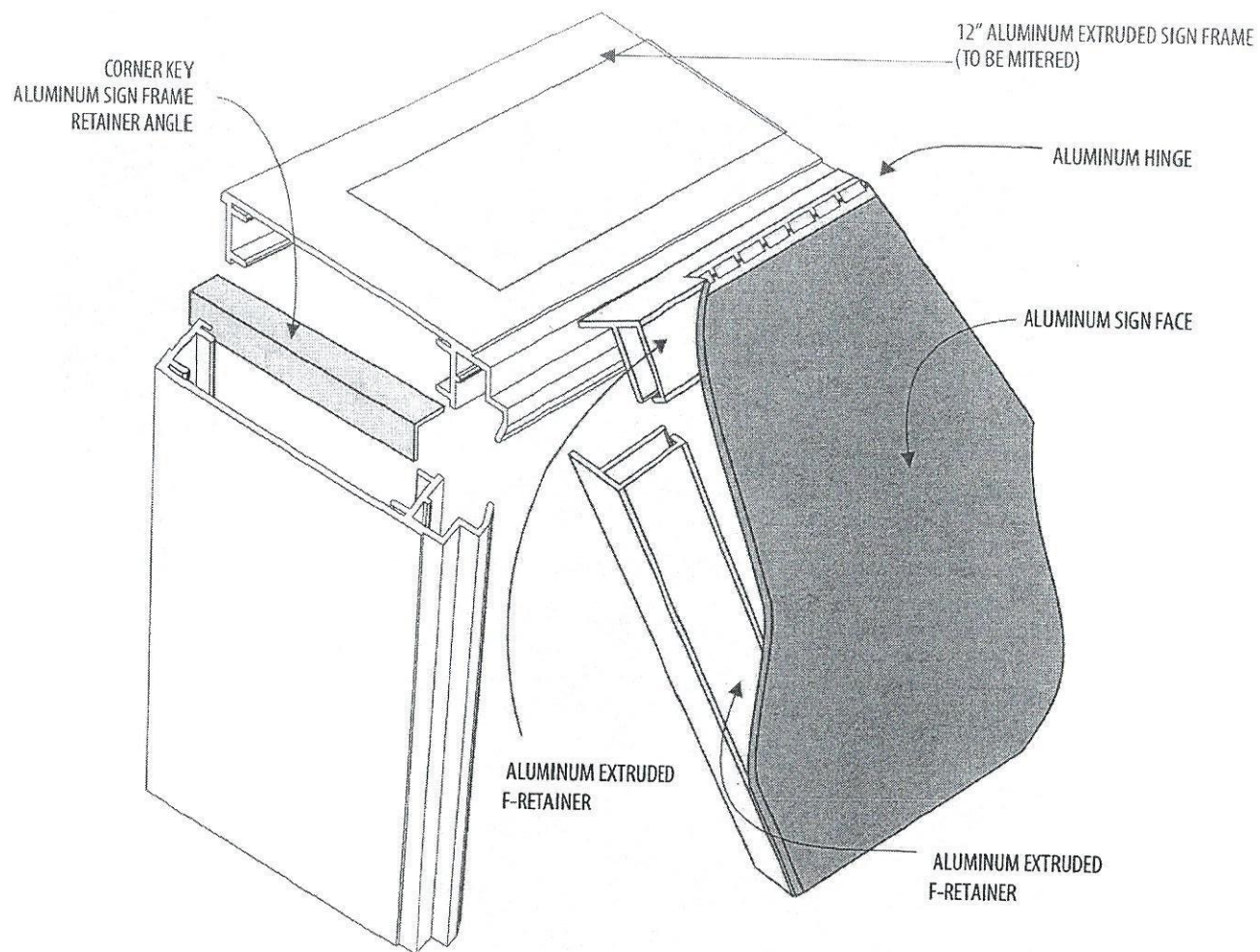
LOWER CABINET:

w/ HINGED BACK (REFER TO SHEET 3 FOR DETAILS)
ALUMINUM EXTRUDED RETAINER & FRAME w/
ALUMINUM FACES
FINISH COLOR TO MATCH PANTONE No. 2685C

4 TRAFFIC CONTROLLER DISPLAYS
1 VARIABLE MESSAGE DISPLAY

POSTS & FOOTINGS:

FINISH COLOR TO MATCH PANTONE No. 2685C



12" SIGN FRAME WITHOUT RETAINER

24-63-280

AS PER 1/8" ANGLE ALUMINUM KEY DETAIL - 24-63-226

Section 5: Pricing SchedulePricing Schedule by Zone: Labor

REGULAR TIME	ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	ZONE 8	ZONE 9
Position Labor Rate per hour	\$126.00	\$126.00	\$126.00	\$126.00	\$126.00	\$126.00	\$126.00	\$126.00	\$126.00
OT/Emer.	ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	ZONE 8	ZONE 9
Position Labor Rate per hour	\$189	\$189	\$189	\$189	\$189	\$189	\$189	\$189	\$189

Pricing Schedule by Zone: Material/Equipment for Typical Garage (ALL ZONES)

QFREE PART #	DESCRIPTION	UNIT COST
TUS-100	SINGLE SPACE SENSOR	\$72.00
SS-CP	COMMUNICATIONS ENCLOSURE	\$1437.00
USDS	ULTRASONIC DIRECTIONAL SENSOR	\$951.00
USDS-CP	COMMUNICATION POINT ENCLOSURE	\$936.00
RP	REPEATER COMMUNICATIONS POINT ENCLOSURE	\$910.00
GW	GATEWAY ENCLOSURE	\$1585.00
DP	DIRECTIONAL DELINEATION POSTS	\$68.00
L4MP/VMS	GARAGE ENTRY SIGN, 4 LEVEL COUNTS WITH VMS, 9.6" H BY 48" W BY 6" DEEP, SINGLE SIDED	\$37,140.00
XBEE-SIGN	WIRELESS COMMUNICATION EQUIPMENT FOR SIGN	\$910.00
SL	SOFTWARE LICENSE TO ADD ADDITIONAL GARAGE TO EXISTING PGS SERVER	\$2611.00
DES, PM	SYSTEM DESIGN AND PROJECT MANAGEMENT	\$4950.00
RIS	REMOTE SUPPORT FOR INSTALLATION IF NEEDED	\$1,555.00
	FREIGHT	TBD

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicated the length of time you have been in business providing these types of goods and services.
Years 15 Months 7
3. REFERENCES: Indicated 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 agent has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT NAME	PHONE #
Commonwealth of Virginia	Fifteen years	various	Sheila Erickson	804 786 8413
City of Richmond	Fifteen years	various	Johnnie Hogue	804 649 7275
City of Roanoke	Fifteen Years	various	Jaimie Brooks	540 343 0585
Blue Ridge Community College	Two Years	various	Ed Pease	540 453 2590
J. Sargent Reynolds Community College	Two Years	700 E. Jackson Street, Richmond, VA 23219	Deborah Shipe	804 523 5471

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

Frank Kollmansperger, 10610 Trade Road, Richmond, VA 23236

5. RELATIONSHIP WITH THE COMMNWEALTH 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?

NO

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan
Offeror Name: K&C Shelf Corporation Sixty Preparer Name: Frank Kollmansperger

Date: 1/15/19

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

If yes, certification number: 8959 Certification date: 6/12/17

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: 8959 Certification date: 6/12/17

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: RFP # MPM -1034

Date Form Completed: 1/15/19

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

Offeror / Proposer:
K&C Shell Corporation Sixty 10610 Trade Rd Richmond, VA 23236 Frank Kollmansperger, 804641-5808
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)
K&C Shell Corporation Sixty	Frank Kollmansperger 804641-5808	8959	VARIOUS Vehicle Count	100%	

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

RETURN OF THIS PAGE IS REQUIRED



December 18, 2018

ADDENDUM NO.: ONE (1)
TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MPM-1034**
Dated: **December 7, 2018**
RFP Closing On: **January 8, 2019 at 2:00 p.m. (Eastern)**

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

1. Does the parking technology vendor need to provide technology for all 80 lots and 6 garages?
 - a. The University is currently more interested in providing occupancy information for existing and future parking decks with the potential to expand to include surface lots at a later date.
2. If yes, are you able to provide offerors with a list of the lots and garages?
 - a. The JMU campus currently includes the following 5 garages that employ vehicle count systems.
 - i. Champions Drive Parking Deck – 492 spaces (453 commuter – 13 faculty/staff – 12 service vehicle – 8 ADA – 6 parking customers)
 - ii. Chesapeake Avenue Parking Deck – 650 spaces (637 commuter – 13 ADA)
 - iii. Grace Street Parking Deck – 477 spaces (402 commuter – 63 faculty/staff – 12 ADA)
 - iv. Mason Street Parking Deck – 1015 spaces (602 faculty/staff – 172 hotel guest – 119 hotel valet – 99 metered – 23 ADA)
 - v. Warsaw Avenue Parking Deck – 782 spaces (542 commuter – 223 faculty/staff – 17 ADA)
 - vi. A 6th parking deck that will include vehicle count system equipment is currently under construction and will provide approximately 1500 spaces for faculty/staff, commuters and guests.
3. How many spaces are in the parking lots and how many are in the garages?
 - a. Our parking decks include a total of approximately 3,600 parking spaces with our surface lots providing approximately 8,500 additional parking spaces for a total of just over 12,000 parking spaces campus wide.
4. Is the vendor responsible for delivering a full turn-key solution?
 - a. Any viable solution should include on-site installation, training and technical support with the university's initial responsibility being limited to operating and maintaining the software and hardware once it's up and running.
5. Please elaborate on the seamless communication between two potential parking systems.
 - a. The university has vehicle count system equipment in five existing parking decks that provides real-time occupancy information that is communicated to constituents via the Parking Services website and on electronic signage strategically located near facilities and on nearby streets. As indicated in the RFP, any vehicle count system that is introduced will need to be capable of sharing occupancy information via electronic signage, porting information to the Parking Services website and sharing information with a future smart phone app. In order for the university to continue to provide occupancy information for existing and future facilities, both the current

solution and future solution will need to provide count data that can be combined to provide real-time occupancy information for constituents.

6. Is there currently Wi-Fi available in the parking lots/garages requiring single space detection?

- a. While Wi-Fi is routinely available throughout the campus, no Wi-Fi access points are currently available in the university's parking decks. Some decks may have access to Wi-Fi due to proximity to campus buildings but they do not have their own Wi-Fi service. Single space counting is currently accomplished by hardwiring individual sensors to a modem that then communicates wireless with a gateway that is directly connected to the university's network.

7. Please list the number of entry and exit lanes, reversible lanes, etc.

- a. Warsaw Deck:
 - 1 entry lane on ground at the north entrance
 - 1 exit lane on ground at the north entrance
 - 1 entry lane on ground at the south entrance
 - 1 exit lane on ground at the south entrance
 - 2 entry lanes on the second level
 - 2 exit lanes on the second level
- b. Grace Deck:
 - 1 entry lane at the ground floor entrance
 - 1 exit lane at the ground floor entrance
 - 1 entry lane at the second floor entrance
 - 1 exit lane at the second floor entrance
- c. Mason Deck:
 - 1 entry lane on the ground floor on MLK Jr. Way
 - 1 exit lane on the ground floor on MLK Jr. Way
 - 1 exit lane on the ground floor on Mason Street
 - 1 entry lane on the second floor on Mason Street
 - 1 exit lane on the second floor on Mason Street
 - 1 entry lane on the third level
 - 1 exit lane on the third level
- d. Champions Deck:
 - 1 entry lane at the ground floor entrance
 - 1 exit lane at the ground floor entrance
- e. Chesapeake Deck:
 - 1 entry lane at the ground floor entrance
 - 1 exit lane at the ground floor entrance
 - 1 entry lane on level 3 at the gate location
 - 1 exit lane on level 3 at the gate location
 - 1 entry lane on level 4 at the gate location
 - 1 exit lane on level 4 at the gate location
 - 1 entry lane on level 5 at the gate location
 - 1 exit lane on level 5 at the gate location
- f. Note: all entry and exit points will need to be bidirectional as vehicular traffic cannot be consistently relied upon to utilize the proper lane

8. Will electrical and network be provided to each location?



- a. The current vehicle count system relies upon wireless communication back to a gateway in the telecom room located in each garage and low voltage (24v) power for sensors. There is electrical conduit in place at each of the entry/exit locations mentioned above but wire may have to be pulled because, in many instances, the installation relied upon 6 conductor cable to provide a pathway for both data and low voltage power.
9. How many signs at each location?
 - a. The number of signs per location varies between 1 and 3 with a total of 17 campus-wide at this time.
10. Do you want simply an overall count of each garage or lot or do you want level by level counts or space by space counts?
 - a. Most of our garages are split between multiple use groups so we want to provide counts of spaces for each group that utilizes a portion of each garage. That can include commuters, faculty/staff, hotel guests, valet parking, metered parking, etc.

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

Sincerely,

Michael Morrison

Michael Morrison
Buyer Senior
Phone: (540-568-6181)



December 26, 2018

ADDENDUM NO.: TWO (2)
TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MPM-1034**
Dated: **December 7, 2018**
RFP Closing On: **January 16, 2019 at 2:00 p.m. (Eastern)**

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

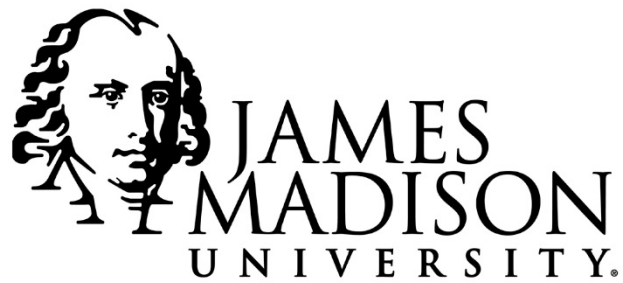
1. Please note the following change to the RFP Closing Date.
 - a. **Proposals are due no later than 2:00 PM on Wednesday January 16, 2019.**
2. Please note the following clarification.
 - a. **The University has received numerous questions asking for specific technical data and drawings, specifications, etc. for this RFP. Please read the Statement of Needs carefully and provide the requested information. This RFP is not for a specific project but seeks proposals describing the Offeror's proposed vehicle count system, related costs, and the ability of that count system to share information.**
3. Regarding the Zone Map.
 - a. **James Madison University intends this contract to be cooperative, such that other agencies may be able to utilize this contract. The zone map is included to show the different VASCUPP regions (<https://vascupp.org/>) with cooperating institutions. JMU is part of region two. Any pricing differences which might apply to your proposals for other regions can be enumerated using the various zones for guidance. If location is not a specific factor, then pricing shall be established as being the same as offered to JMU in the Offeror's proposal.**

Signify receipt of this addendum by initialing "*Addendum # 2*" on the signature page of your proposal.

Sincerely,

Michael Morrison

Michael Morrison
Buyer Senior
Phone: (540-568-6181)



Request for Proposal

RFP# MPM-1034

VEHICLE COUNT SYSTEMS

December 7, 2018



REQUEST FOR PROPOSAL

RFP# MPM-1034

Issue Date: 10/7/2018
Title: Vehicle Count Systems
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on January 8, 2019 for Furnishing The Services Described Herein.

MANDATORY PRE-PROPOSAL: No Pre-Proposal meeting is scheduled/required for this RFP.

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: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (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)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

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

REQUEST FOR PROPOSAL

RFP# MPM-1034

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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 vehicle count systems 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>.

Currently, JMU Parking Services operates 6 parking decks and approximately 80 surface lots for faculty, staff, and student permit parking.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

Contractor shall describe their ability to provide the following to the University. JMU reserves the right to change, add, or delete services; in the best interest of the University.

- A. Contractor shall perform work between 7:30 AM – 4:00 PM, Monday through Friday.
- B. Vehicle counting technology that can be installed in parking garages or surface lots that detects vehicles upon entry and exit to facilities or zones within facilities in order to provide accurate counts of available spaces within each facility or zone.
 - 1. This technology needs to be capable of being relocated to alternate locations within facilities in order to adjust to future changes in parking allocations.
 - 2. Inductive loops are not desirable as they require cutting into precast concrete thus compromising the structural integrity of parking garages.
- C. Technology that is capable of monitoring the occupancy of individual parking spaces within facilities and incorporating that information into the overall occupancy of those facilities. This technology or technologies should be capable of counting individual spaces within both parking garages and surface lots.

- D. Electronic signage that is capable of displaying current occupancy within facilities in real-time in order to guide drivers to facilities with open parking spaces. This signage should also include the capability to scroll messaging as needed in order to communicate pertinent information to drivers.
- E. Provide the complete specifications of all new equipment and operational components for a turn-key installation.
- F. The various technologies employed need to communicate seamlessly in order to provide real-time information about facility occupancy to drivers. Where possible, communication between components should be achieved wirelessly in order to reduce the cost of installation and increase flexibility with regards to placement. A mesh network is preferred.
- G. A software application that communicates with the various pieces of technology located across the campus, provides information in real-time about parking availability and includes the status of each piece of equipment included in the system.
 - 1. The software should include a customizable graphical user interface that provides a visual representation of the signage and equipment across the campus as well as the current status of the pieces of equipment in specific facilities.
 - 2. Users must have the capability to correct counts of open spaces remotely via the graphical user interface.
 - 3. The software should include reporting capabilities that allow users to view, generate and store occupancy reports.
 - 4. The software should have the capability to send alerts via email. The GUI needs to support sending and creating custom messages for variable message signs.
 - 5. Describe licensing. If licensing of the software is based on number of users or screens, etc. describe the models used to obtain numbers both for current and future usage.
- H. An open web API module that allows the occupancy information generated by the system to be shared with websites and mobile applications in order to port real-time parking availability information to the department's website and an anticipated future mobile application for Android and iOS smart phones.
- I. All system hardware and software needs to be able to be maintained by department personnel and vendor tech support needs to be available via remote access.
- J. Consistency and stability of the hardware and software – as well as rapid correction of system failures – are critical to JMU.
 - 1. Describe the maintenance philosophy including frequency of updates as well as the approach to obtaining and completing updates.
 - 2. Describe your ability to respond to emergency situations to include average response time, costs associated with responding to emergency situations (to include weekend, nights, and holidays). Include method of communication for emergency situations.
 - 3. Describe capabilities for remote support and describe what access to accounts and systems is required. Describe the locations from which this activity would take place.
 - 4. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
- K. All costs shall be exclusive of travel. Exception may be granted by JMU on a case-by-case basis. In the event an exception is made, contractors billing for travel-related expenses must be billed in accordance with the Commonwealth of Virginia's per diem allowance for lodging,

meals, and incidental expenses at the time of travel which can be referenced at <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.

- L. All services provided under this contract shall be by trained repair technicians and all work shall be performed in a workmanlike manner in accordance with the manufacturer's recommended equipment maintenance procedures. Submit all qualifications and certifications associated with the different systems.

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 one (1) copy** 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 all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
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 shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal

prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, 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 be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<hr/> 100

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

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of

1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - c. 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.
 - d. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the

offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit.
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From:	<hr/>		
	Name of Offeror	Due Date	Time
	<hr/>		
	Street or Box No.	RFP #	
	<hr/>		
	City, State, Zip Code	RFP Title	
	<hr/>		
	Name of Purchasing Officer:		
	<hr/>		

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

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

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

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use

the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- O. 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.
- P. 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).
- Q. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the University.
- R. SERVICES WARRANTY: Contractor warrants that all services shall be provided for in accordance with manufacturer's service manuals and as specified in this solicitation. Contractor shall act as the sole point of contact for all units repaired under this agreement.
- S. WARRANTY (COMMERCIAL): The contractor agrees that the goods and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties that the contractor gives any customer for such goods and services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be provided. Nationwide factory recall or product update repairs or replacement shall be the responsibility of the contractor. In such cases, factory recall and modification work shall be handled in the same manner as warranty work.
- T. 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 building 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.

- U. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

- V. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event 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.
- W. CONTINUITY OF SERVICES: The contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all agency-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to the successor; and
3. That the agency contractor officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. The plan shall be subject to the agency's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the agency in writing prior to commencement of said work.

- X. 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.
- Y. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- Z. NEW EQUIPMENT: Any equipment furnished under the contract shall be new, unused equipment.
- AA. OPERATIONAL COMPONENTS: Stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.

- BB. 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.
- CC. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- DD. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software are to be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- EE. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
- FF. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- GG. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses
- HH. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- II. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

- JJ. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- KK. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- LL. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

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

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of

concept demonstration. (<http://www.section508.gov/>). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with.

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

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.

The offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize the contract for goods and offered services. A list of VASCUPP member schools can be found at www.vascupp.org.

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

Add additional rows/pages as needed to list all rates for labor and services as well as goods and equipment offered.

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)* Service Rates									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Service Rates									
“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
Products and Equipment (List by Manufacturer and Discount rate offered)									
Item (or) Manufacturer	% Off List-Price Discount Offered by Zone								

Other Fees									

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT 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.

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)