



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU5506

This contract entered into this 1<sup>st</sup> day of March 2019, by Parking Guidance Systems, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From 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 14, 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: \_\_\_\_\_

(Signature)

Derek Frantz

(Printed Name)

Title: VP of Business Development

PURCHASING AGENCY:

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

(Signature)

Michael Morrison

(Printed Name)

Title: Buyer Senior

## NEGOTIATION SUMMARY

## PARKING GUIDANCE SYSTEMS

RFP# MPM-1034 VEHICLE COUNT SYSTEMS

2/23/2019

The Primary Point of Contact for this Contract is:

Derek Frantz  
VP of Business Development  
832-606-1601  
[derek@parkingguidancesystems.com](mailto:derek@parkingguidancesystems.com)

- Parking Guidance 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.

All PGS products and equipment offered at 20% off list price.

Labor Rates (*refer to Parking Guidance Systems Proposal, pdf page 62*)

PRICING SCHEDULE BY ZONE				
	Zone 1	Zone 2	Zone 3	Zone 4
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday - Friday)* Service Rates				
Senior Project Manager		\$200.00/hr.		
Project Lead		\$175.00/hr.		
Project Coordinator		\$80/hr.		
Project Manager		\$65.00/hr.		
Technician		\$57.50/hr.		
PRICING SCHEDULE BY ZONE				
	Zone 1	Zone 2	Zone 3	Zone 4
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Service R				
Senior Project Manager		\$300.00/hr.		
Project Lead		\$262.50/hr.		
Project Coordinator		\$120/hr.		
Project Manager		\$97.50/hr.		
Technician		\$86.25/hr.		

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



# PRICE LISTING

<b>INDECT Equipment</b>		
<b>Classification</b>	<b>Description</b>	<b>Unit Price</b>
Sensors	Ultrasonic Mini Sensors (Internal RGB LED)	\$320.00
Sensors	Ultrasonic Mini Sensors (External RGB LED)	\$346.00
Sensors	Upsolut Camera Sensor (Internal RGB LED)	\$780.00
Sensors (Add-On)	External RGB LED Integration	\$26.00/Per Space
Sensors	TRACOS (3x2)	\$1,870.00
Signage	Internal Signs	\$3,600.00
Signage	Monument Signs (4 LED Inserts Included)	\$6,000.00
Signage	Entry Signs (1 LED Insert)	\$3,600.00
Signage	Matrix Signs	Dependent on client specifications
Parts	Bollard	\$385.00
Parts	Road Rock	\$175.00
Hardware	Communication Module (COMO)	\$864.00
Hardware	Power Supply (POSU)	\$611.00
Hardware	Multi-Function Module (MUMO)	\$231.00
Hardware	ICOM Server	\$5,800.00
Software	ICOM Software (Basic)	\$5,000.00
Software	IVIS Graphical User Interface with Report Features	Inclusive with ICOM Software
<b><u>Upsolut Add-On Software Features</u></b>		
Software	LPR (No Annual Fees)	\$12,000.00
Software	White & Black List (No Annual Fees)	\$2,500.00
<b><u>NEDAP Equipment</u></b>		
Sensors	Surface Mounted Sensors (Outdoor-Rooftop)	\$385.00

*\*\*Please note that the listed prices are stand-alone prices for one unit. These prices listed above are not inclusive of labor and installation. Many details shall be discussed with client before said prices are agreed upon.*



## Request for Proposal

RFP#: MPM-1034

Vehicle Count Systems



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### PRESENTED TO

Michael Morrison

James Madison University

Buyer Senior, Procurement Services

[morrismp@jmu.edu](mailto:morrismp@jmu.edu)

(540) 568-6181

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### PRESENTED BY

Derek Frantz

Parking Guidance Systems, LLC

VP Business Development

[derek@parkingguidancesystems.com](mailto:derek@parkingguidancesystems.com)

(832) 606-1601





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January 14, 2019

RFP#: MPM-1034

Michael,

It is a great honor to be able to submit a proposal to James Madison University. We value the opportunity to become strategic partners in this endeavor of creating the ultimate parking experience for the visitors of the parking garage. Additionally, we'd like to thank you for considering Parking Guidance Systems as your choice in vendor for this project and we are confident that you will find us the optimal solution for this project.

Parking Guidance Systems has partnered with INDECT USA to take the guesswork out of parking space availability. Given that our company is not a manufacturer, we have hand-selected INDECT as our partner because we are confident the company has created the highest quality parking guidance system across the globe. INDECT technology is known throughout the parking industry as the standard to which all guidance systems are compared. Based out of Austria, INDECT has been providing the world with the finest solution on the market for 40 years. Together, we have eased the parking process for visitors in over 25 states, installing in over 100 parking garages and surface lots.

Attached is our response for the James Madison University RFP. In this proposal, you will see the options that we are able to offer for the various technologies of interest. We are confident at the conclusion of your team's review of the following proposal, you all will agree that our company offers a paramount product and service.

From all of us at Parking Guidance Systems, we want to assure you that we are not solely selling a product. We are seeking the opportunity to become partners with you and your management team to create an atmosphere that is enjoyable for the visitors of the parking facilities and easy to manage. We appreciate the opportunity to be a part of this project with you and we look forward to working with you and your team!

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Frantz', written over a light blue horizontal line.

Derek Frantz  
VP of Business Development  
[derek@parkingguidancesystems.com](mailto:derek@parkingguidancesystems.com)  
(832) 606-5305

A handwritten signature in black ink, appearing to read 'D. Prep', written over a light blue horizontal line.

Dylan Prep  
Regional Sales Director  
[dylan@parkingguidancesystems.com](mailto:dylan@parkingguidancesystems.com)  
(832) 588-623

# EXECUTIVE SUMMARY

## OVERVIEW

Parking Guidance Systems is proposing the following solution based on the information provided in the specifications to meet the statement of needs. Given the information presented in the statement of needs, it is our understanding that James Madison University is seeking occupancy information of the existing parking decks and future parking decks, with the possibility of expanding to surface lots.

Through our interpretation of the specifications, James Madison University has sought budgetary numbers for the best possible solutions leveraging different technologies. In this response, PGS has given two turnkey vehicle count systems solutions. Please note that each solution will leverage different technology to monitor parking spaces, but will include the same signs and software features.

In addition, we have provided alternate options, which we are unable to give budgetary numbers for based off the information provided but is available upon request.





## SOLUTION #1

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PGS proposes to install the UMS TRACO system in each of the existing and future parking decks. This technology is a direct response to Section IV, Paragraph B of the RFP requesting technology that is capable of detecting vehicles upon entry and exit to facilities or zones within facilities in order to provide accurate counts of available parking spaces with each facility or zone.

Given the university's goal of being able to display available parking by specific user groups, PGS proposes to install Ultrasonic Mini Sensors (UMS) above each parking space that is assigned to a specific user group.

For example, within the Champions Deck, UMS will be installed to monitor the faculty, service vehicle, ADA, and parking customers, while the UMS TRACO system will monitor all commuter spaces.

Please see this solution in depth on page (17).

## SOLUTION #2

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PGS proposes to install Ultrasonic Mini Sensors (UMS) above each parking space for all covered levels of existing and future parking decks. This technology is a direct response to Section IV, Paragraph C of the RFP requesting technology that is capable of monitoring the occupancy status of individual parking spaces within a parking facility. The parking spaces on the rooftop will leverage the UMS TRACO system.

The use of this system will give the university the capability to provide parking space ability for multiple user groups, such as commuters, faculty/staff, hotel guests, and valet parking.

Please see this solution in depth on page 24.

## SOLUTION #3

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PGS proposes to Upsolut Camera Sensors for all covered levels of existing and future parking decks. This technology is a direct response to Section IV, Paragraph C of the RFP requesting technology that is capable of monitoring the occupancy status of individual parking spaces within a parking facility. The parking spaces on the rooftop will leverage the UMS TRACO system.

The use of this system will give the university the capability to provide parking space ability for multiple user groups, such as commuters, faculty/staff, hotel guests, and valet parking.

Please see this solution in depth on page (26).



# COMPANY INFORMATION

<u>Name of Company:</u>	Parking Guidance Systems, LLC
<u>Locations:</u>	Headquarters – Richmond, TX Local Office – Kissimmee, FL
<u>Company Overview:</u>	PGS is the nation's leading distributor in parking guidance solutions. PGS is a privately-owned company and maintains a WBE (Women Business Enterprise) Certification.
<u>Years in Business and in USA:</u>	Founded May 2013 (USA)
<u>Number of Employees:</u>	15
<u>Annual Sales Volume:</u>	\$10M
<u>Key Accounts:</u>	Walt Disney World, Dallas Love Field Airport, Bush Intercontinental Airport, Corners of Brookfield Mall, University of Oklahoma, Tampa International Airport
<u>Principals/Office Contact:</u>	<p>Chandrea Frantz – President E-Mail: <a href="mailto:Shawn@parkingguidancesystems.com">Shawn@parkingguidancesystems.com</a> Phone: (713) 444-1980</p> <p>Derek Frantz – VP of Business Development E-Mail: <a href="mailto:Derek@parkingguidancesystems.com">Derek@parkingguidancesystems.com</a> Phone: (832) 606-1601</p> <p>Hope Beltran – Executive Assistant E-Mail: <a href="mailto:Hope@parkingguidancesystems.com">Hope@parkingguidancesystems.com</a> Phone: (713) 444-1980</p> <p>Matt Taylor – VP of Operations E-Mail: <a href="mailto:Matt@parkingguidancesystems.com">Matt@parkingguidancesystems.com</a> Phone: (713) 389-0587</p> <p>Dario Spina – Project Coordinator E-Mail: <a href="mailto:Dario@parkingguidancesystems.com">Dario@parkingguidancesystems.com</a> Phone: (832) 945-7183</p> <p>Dylan Prep – Regional Sales Director E-Mail: <a href="mailto:Dylan@parkingguidancesystems.com">Dylan@parkingguidancesystems.com</a> Phone: (832) 588-6230</p> <p>Melissa Cassidy – Controller E-Mail: <a href="mailto:Melissa@parkingguidancesystems.com">Melissa@parkingguidancesystems.com</a> Phone: (281) 750-6743</p>



## RESUMES



### *Parking Guidance Systems, LLC*

#### **Chandrea Frantz**

#### **President/Chief Marketing Officer**

Since starting the company, Chandrea's sole focus has been to deliver products and services designed to enhance the customer's parking experience. As a full-time working mom, with a background in marketing, she had grown tired and frustrated over how much time and effort it took to park when she traveled or shopped. Needless to say, Parking Guidance Systems LLC was born out of this desire to find a better solution. As President and CMO, Chandrea ensures the company stays focused on representing and distributing technology driven, environmentally friendly parking administration systems that not only improve the parking customer's experience but improve the owner's occupancy rate and profitability.

#### **Personal Awards**

- 2015 National Parking Association – Innovator of the Year Award

#### **Company Awards**

- 2013 Texas Parking & Transportation – Technology Award for Dallas Fort Worth Airport Terminal A
- 2014 Texas Parking & Transportation – Technology Award for River Oaks District
- 2015 Texas Parking & Transportation – Technology Award for Dallas Fort Worth Airport Terminal D
- 2016 National Parking Association – Facility of the Year Award
- 2017 International Parking Institute – Innovative Facility Award MGM Casinos



## Derek Frantz

1811 First Oaks St, Suite 100

Richmond TX 77406

[Derek@parkingguidancesystems.com](mailto:Derek@parkingguidancesystems.com)

713-444-1980

PARKING GUIDANCE SYSTEMS, LLC

### SKILLS & ABILITIES

- Certified & Trained TIBA Parking Systems
- Certified Level 4 for IPSens
- Certified Level 4 INDECT Systems
- Certified OSHA 10
  - Certification # 36-701965059

### EXPERIENCE

- VP of Business Devel.—Parking Guidance Systems, LLC

09-22-2017-Current—OSHA 10

### RECENT INSTALLS

Project Name	City/State	Install Dates
American Airlines Trinity Campus	Dallas, TX	11/17-Current
AVN	Houston, TX	10/16-12/16
Texas A&M Cain Hall Garage	College Station, TX	5/16-8/16
City Center	Houston, TX	4/17-11/17
City of Round Rock	Round Rock, TX	2/17-5/17
HEB (rice & Bissonnette)	Houston, TX	5/17-6/17
Lyric Market Garage	Houston, TX	1/17-4/17
NHRMC	Wilmington, NC	8/17-11/17
Shell Woodcreek Campus	Houston, TX	10/17-11/17
Texas Medical Center G21	Houston, TX	12/17-3/18
Texas Medical Center G16	Houston, TX	3/18-5/18
Texas Medical Center G12	Houston, TX	5/18-Current
University of Houston East Garage	Houston, TX	2/18-5/18
University of Houston Welcome Garage	Houston, TX	5/18-Current
Dallas Love Airport	Dallas, TX	2/17-Current
MD Anderson Mays Garage	Houston, TX	6/18-Current
Oklahoma University Cross Village Garage	Norman, OK	6/18-Current





## Matt Taylor

1811 First Oaks St, Suite 100  
Richmond TX 77406

[Matt@parkingguidancesystems.com](mailto:Matt@parkingguidancesystems.com)

713-389-0587

PARKING GUIDANCE SYSTEMS, LLC

### SKILLS & ABILITIES

- Project Manager Experience 10 years
- Certified Level 1 for IPSens
- Certified Level 1 INDECT Systems
- Certified OSHA 30
  - Certification # 38-900470198

### EXPERIENCE

- 6-2-2017-Current—Parking Guidance Systems, LLC

12-19-2017-Current—OSHA 30

### RECENT INSTALLS

American Airlines Trinity Campus
AVN
Texas A&M Cain Hall Garage
City Center
City of Round Rock
HEB (Rice & Bissonnette)
Lyric Market Garage
NHMRC
Shell Woodcreek Campus
Texas Medical Center G 21
Texas Medical Center G 16
Texas Medical Center G 12
University of Houston East Garage
University of Houston Welcome Center
Dallas Love Airport
MD Anderson Mays Garage
Oklahoma University Cross Village Garage





## Dario Spina

5268 Giron Circle Kissimmee FL 34758  
[luis@parkingguidancesystems.com](mailto:luis@parkingguidancesystems.com)  
832-609-0501

PARKING GUIDANCE SYSTEMS, LLC

### SKILLS & ABILITIES

- Certified & Trained TIBA Parking Systems
- Certified Level 2 for IPSens
- Certified Level 2 INDECT Systems
- Certified OSHA 10
  - Certification # 36-701920014

### EXPERIENCE

- 7-2016-Current—Parking Guidance Systems, LLC

1-21-2018-Current—OSHA 10

### RECENT INSTALLS

Dallas Love Airport
AVN
Texas A&M Cain Hall Garage
City Center
Lyric Market Garage
Disney World
Tampa International Airport
Winter Park Health



## Flavio Polverini

1811 First Oaks St, Suite 100

Richmond TX 77406

[flavio@parkingguidancesystems.com](mailto:flavio@parkingguidancesystems.com)

713-732-4992

PARKING GUIDANCE SYSTEMS, LLC

### SKILLS & ABILITIES

- Certified & Trained TIBA Parking Systems
- Certified Level 2 for IPSens
- Certified Level 2 INDECT Systems
- Certified OSHA 10
  - Certification # 36-701998344

### EXPERIENCE

- 10-24-2017- Current—Parking Guidance Systems, LLC

01-02-2018-Current—OSHA 10

### RECENT INSTALLS

American Airlines Trinity Campus
AVN
Texas A&M Cain Hall Garage
City Center
City of Round Rock
HEB (Rice & Bissonnette)
Lynic Market Garage
NHMRC
Shell Woodcreek Campus
Texas Medical Center G 21
Texas Medical Center G 16
Texas Medical Center G 12
University of Houston East Garage
University of Houston Welcome Center
Dallas Love Airport
MD Anderson Mays Garage
Oklahoma University Cross Village Garage



## Travis Parker

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Richmond TX 77406

[travis@parkingguidancesystems.com](mailto:travis@parkingguidancesystems.com)

346-702-2158

PARKING GUIDANCE SYSTEMS, LLC

### SKILLS & ABILITIES

- Certified & Trained TIBA Parking Systems
- Certified Level 2 for IPSens
- Certified Level 2 INDECT Systems
- Certified OSHA 30
  - Certification # 36-601482819

### EXPERIENCE

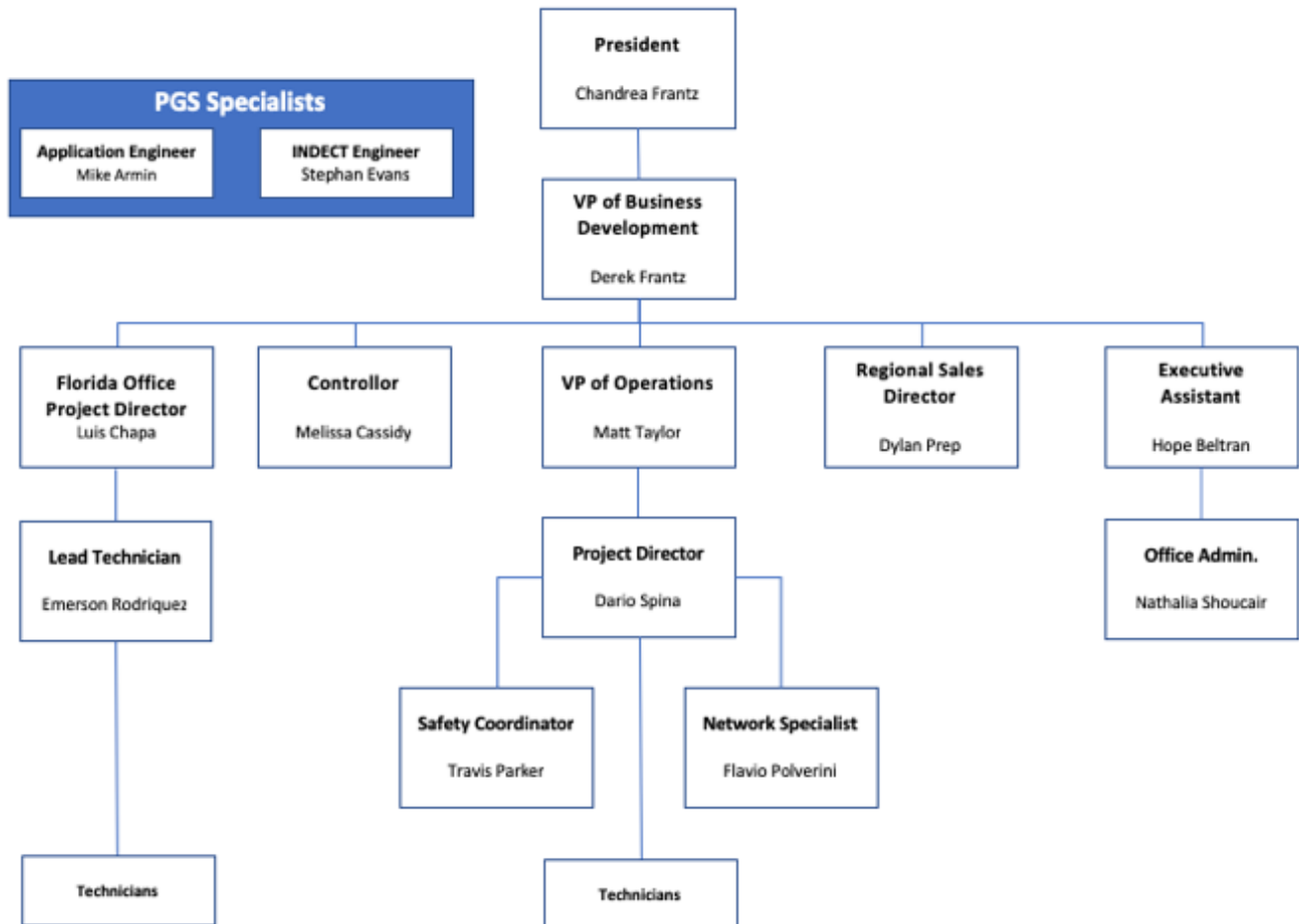
- 12-12-2017- Current—Parking Guidance Systems, LLC

01-08-2018-Current—OSHA 30

### RECENT INSTALLS

American Airlines Trinity Campus
AVN
Texas A&M Cain Hall Garage
City Center
City of Round Rock
HEB (Rice & Bissonnette)
Lyric Market Garage
NHMRC
Shell Woodcreek Campus
Texas Medical Center G 21
Texas Medical Center G 16
Texas Medical Center G 12
University of Houston East Garage
University of Houston Welcome Center
Dallas Love Airport
MD Anderson Mays Garage
Oklahoma University Cross Village Garage

## ORGANIZATIONAL CHART



## UNITED STATES INSTALLATIONS

Parking Guidance Systems has partnered with INDECT USA to bring parking guidance to over 100 sites and monitor over 200,000 parking spaces. It is clear that through our installations, our clients are more than satisfied with the product and service that we offer, as we frequently install in multiple garages for the same client. The closest installation to the James Madison University facilities is not far, as a different distributor of INDECT USA installed at the site previously. Please see below for a list of reputable clients within the United States.

DFW Airport

Texas Children's Hospital

Dallas Love Field Airport

MD Anderson Cancer Center

Tampa International Airport

Walt Disney World

University of Houston

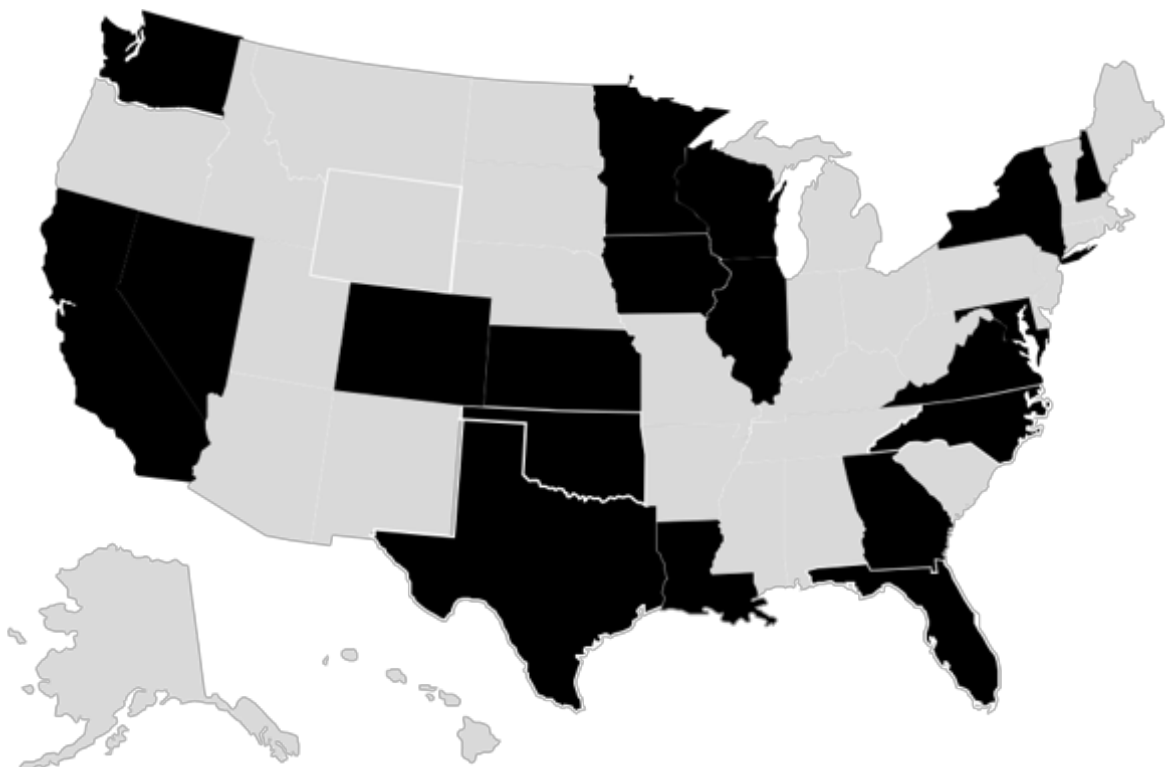
MGM Casinos

University of Oklahoma

Shell Oil Corporate Campus

Texas A&M University

Microsoft Corporate Campus



## SIMILAR MILESTONE PROJECTS

Below is a listing of projects that we believe are similar to the solution you are looking for. Please feel free to reach out to the references listed, in addition to references that we have included at the end of this proposal.

### 1. University of Oklahoma

Contact:

Kris Glenn  
University of Oklahoma  
Director - Parking and Transportation  
[krisglenn@ou.edu](mailto:krisglenn@ou.edu)  
Office: (405) 325-2046  
Cell: (405) 227-1889

Number of Spaces: 2,668



Project Scope:

The Jenkins Garage installation consisted of 1,384 completed spaces. The installation included 224 multi-space Upsolut Camera Sensors, which were synced with external LED lights above each parking space. The 2<sup>nd</sup> installation is at the brand-new Cross Village garage, which consists of 1,284 spaces leveraging same technology.

### 2. Disney World

Contact:

AJ Campbell  
AOA Builders  
Senior Project Field Personnel  
[AJ@aoabuilds.com](mailto:AJ@aoabuilds.com)  
(407)-730-5965

Number of Spaces: 14,000



Project Scope:

The installation at Disney World consists of three garages and 14,000 parking spaces. Our installation at Disney World will leverage the Ultrasonic Mini Sensors (UMS) connected with external LED lights above each parking space. PGS was approached for this job after management was unsatisfied with a parking guidance system that had been chosen several years ago. After viewing our oldest installation at DFW airport, management was confident that PGS provided the highest performing solution.

### 3. Texas A&M University

Contact:

Dell Hamilton  
Texas A&M University  
Parking Services Manager  
[deh@tamu.edu](mailto:deh@tamu.edu)  
(979) 862-3439

Number of Spaces: 1,285

Project Scope:

PGS teamed up with Texas A&M University in the development of Cain Hall Garage. Upon the garage opening to students, faculty, and game-day visitors, Cain Hall Garage had 1,285 ultrasonic mini sensors installed and paired with external LED lighting at the end of each parking space. In addition, IP Sens wireless sensors were installed to detect rooftop parking occupancy. We are currently under contract to install within the new parking garage on campus.



### 4. Dallas-Fort Worth Airport

Contact:

Thuy Cobb  
Parking Business Systems Administrator  
DFW Airport  
[TCobb@dfwairport.com](mailto:TCobb@dfwairport.com)  
(469) 774-1484

Number of Spaces: 18,000

Project Scope:

The Dallas/Fort Worth Airport has three terminal garages, with over 18,000 spaces. Between all three garages, a combination of INDECT Upsolut Camera Sensors and Ultrasonic Mini Sensors installed with external LED lighting. Although there were different installations at each garage, all are connected to a single server/controller. The project also includes aisle signs that contain special user group direction and entry signs across all garages.





# SOLUTION #1

PGS proposes to install the UMS TRACO system in each of the existing and future parking decks. This technology is a direct response to Section IV, Paragraph B of the RFP requesting technology that is capable of detecting vehicles upon entry and exit to facilities or zones within facilities in order to provide accurate counts of available parking spaces with each facility or zone.

Given the university's goal of being able to display available parking by specific user groups, PGS proposes to install Ultrasonic Mini Sensors (UMS) above each parking space that is assigned to a specific user group.

For example, within the Champions Deck, UMS will be installed to monitor the faculty, service vehicle, ADA, and parking customers, while the UMS TRACO system will monitor all commuter spaces.

## FACILITY COUNT & LEVEL COUNT SYSTEM

PGS shall leverage INDECT's UMS TRACO in order to meet the specifications of the vehicle counting technology requested by James Madison University. Such technology is capable of monitoring the total number of available parking spaces in a facility or by level.

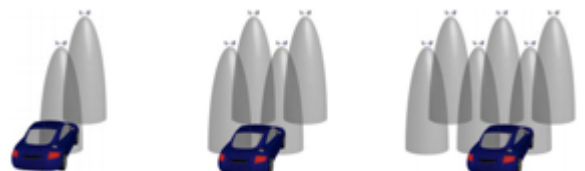
The UMS TRACO enables traffic or transit counting via standard UMS sensors, equipped with a special TRACO firmware. The sensors are installed indoor on the ceiling in the middle of the driving lane and count vehicles passing underneath. UMS TRACO can be used for pre-counting of single space sensor-monitored sections or for zone counting of sections that are not monitored by space sensors.

For the facility count system, the UMS TRACO will be installed in the entry and exit lanes. In order to maximize accuracy for the facility count system, PGS must leverage road rocks, if concrete barriers at the facility entrances and exits, to delineate traffic properly (See page 20).

For the level count system, the UMS TRACO will be installed on the ramp leading to the next level. In order to maximize accuracy for the facility count system, PGS must leverage road rocks and bollards to delineate traffic properly (See page 21). Please note that such installation may result in the loss of parking spaces, depending on the layout of the parking facility.

### OPTIONS: UMS TRACO (1X2, 2X2, 3X2)

The purpose for multiple TRACO for bidirectional traffic. Depending on the lane width and the situation<sup>1</sup>, 2, 4 or 6 UMS TRACO sensors are installed in a grid of about 1.5 m (4.9 ft) and form a bus of their own, connected to a MUMO TRACO (Multifunction Module with special TRACO firmware) which is not in the INDECT bus. The MUMO TRACO permanently polls the sensors and conveys counts to a standard MUMO (in the INDECT bus) counting + or - for the selected section(s) in the car park.





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## VEHICLE COUNTING TECHNOLOGY ACCURACY

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There are a number of different vehicle detection technologies on the market that can provide 99% detection of transiting vehicles. These include loops, magnetic field sensors, ultrasonic sensors, etc. All are proven to be 99% accurate in the right conditions.

There is a common misconception however that 99% accuracy at the sensor converts to 99% overall accuracy. This is not the case. Each sensor is 99% accurate. And each time a vehicle drives over that sensor there is a detection event.

The inaccuracy example can be easily demonstrated by the following. The sample garage in question has 5 levels of approximately 100 spaces. Total 500 spaces. With the garage being located in a hospital we would expect it to turnover at least twice a day (minimum two shift changes).

If we assume a 99% accuracy rate for each sensor, we can estimate the following daily error rates:

- Level 1 – 2000 detections (1000 entries and 1000 exits) – 20 errors – 20% error rate
- Level 2 - 1800 detections (900 entries and 900 exits) – 18 errors – 18% error rate
- Level 3 - 1400 detections (700 entries and 700 exits) – 14 errors – 14% error rate
- Level 4 - 1000 detections (500 entries and 500 exits) – 10 errors – 10% error rate
- Level 5 – 200 detections (100 entries and 100 exits) – 2 errors – 2% error rate

The more zones the more movements past the loops. The busier the facility the greater the level of inaccuracy. This is the power of multiplication.

Each type of detector can also be “fooled” into making errors. No sensor is fool proof. Loop detectors can accidentally pickup trolleys, bicycles and skateboards. Ultrasonic cannot detect cars over 25mph and are affected by wind. Cameras are affected by lighting conditions. No sensor is fool proof.

Zone systems cannot differentiate between a parked vehicle and a vehicle in transit. What does this mean? When busy mid-levels have cars transiting through from the entry or to the exit, the parking guidance signage shows “FULL” when in fact, there are spaces available.

The system accrues every error until it is reset either manually or automatically. This usually involves a staff member physically counting the number of vacant spaces and putting the value into a computer that controls the system. The human intervention is itself a source of errors if data is miscounted or input into the wrong level.

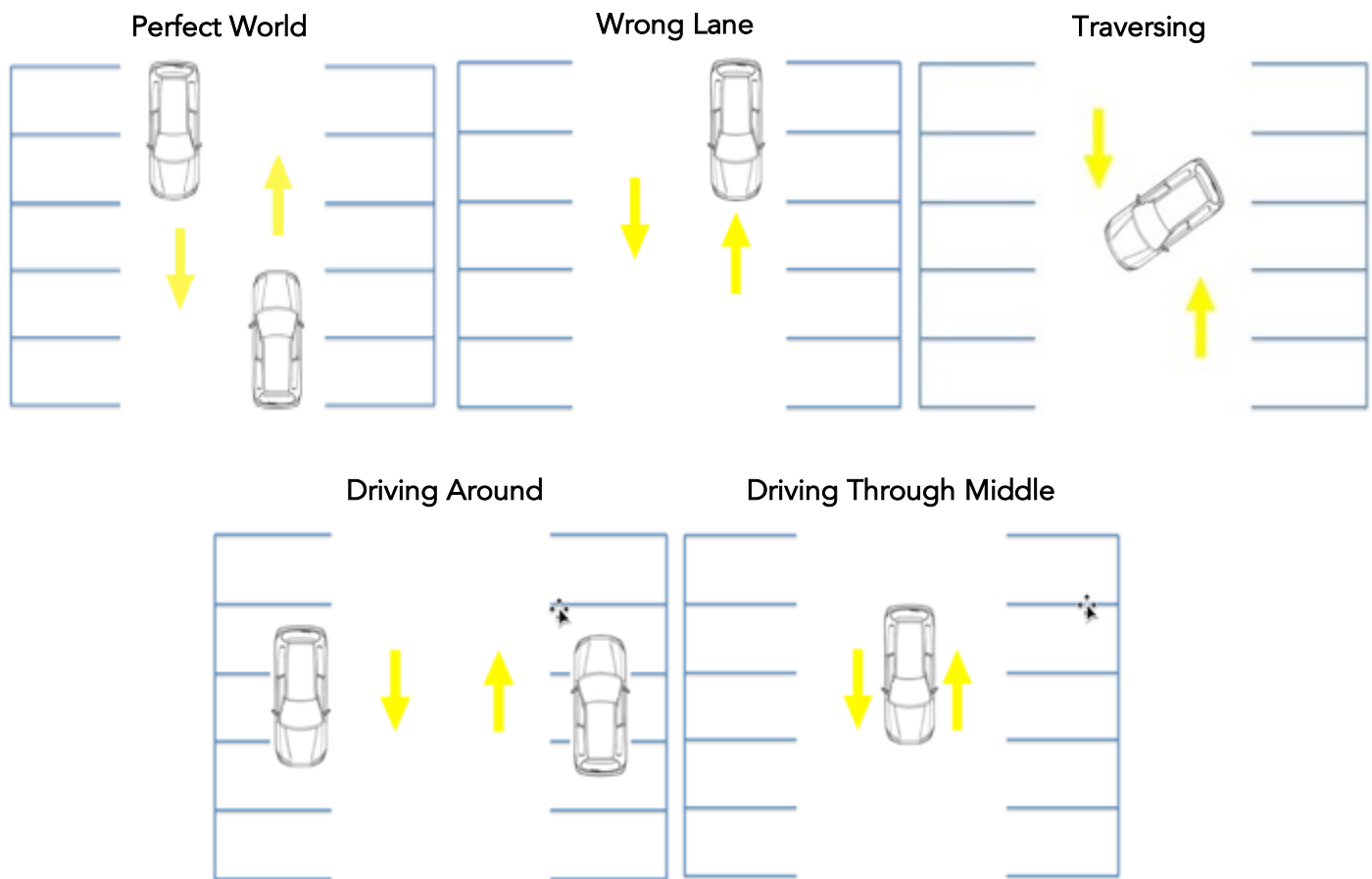
## USING PHYSICAL RESTRICTIONS INCREASES ACCURACY

There is currently no technology that is capable of monitoring two-way and traversing traffic over an area of roughly 30 sq. ft that can produce accuracy above 90% without some form of traffic control.

If there are no physical restrictions in place this will allow vehicles to:

- Drive around the detection area – through any open spaces
- Travel in the wrong lane
- Two cars to cross simultaneously in opposite directions over one sensor
- Traversing through the detection zone whilst parking/exiting space
- Drive through the center of the detection zone between detectors.

See the diagrams below that illustrate the possible issues where there is no physical control in place to “funnel” the vehicles through the detection area.

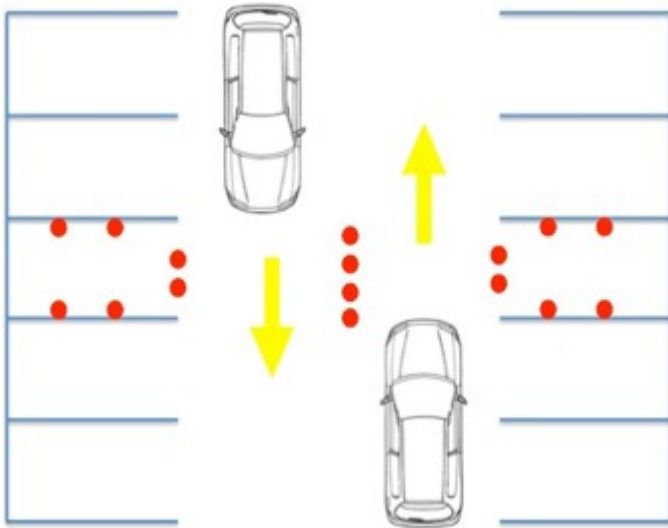


## EXAMPLE OF PHYSICAL RESTRICTIONS – FACILITY COUNTY (ENTRANCE AND EXIT)

The pictures below are a visual representation of the facility count system installed at Shell Oil Company Headquarters in Houston, TX. UMS TRACOs and road rocks were installed to delineate traffic appropriately for the sensors to conduct an accurate count of vehicles that have entered and exited the parking facility.



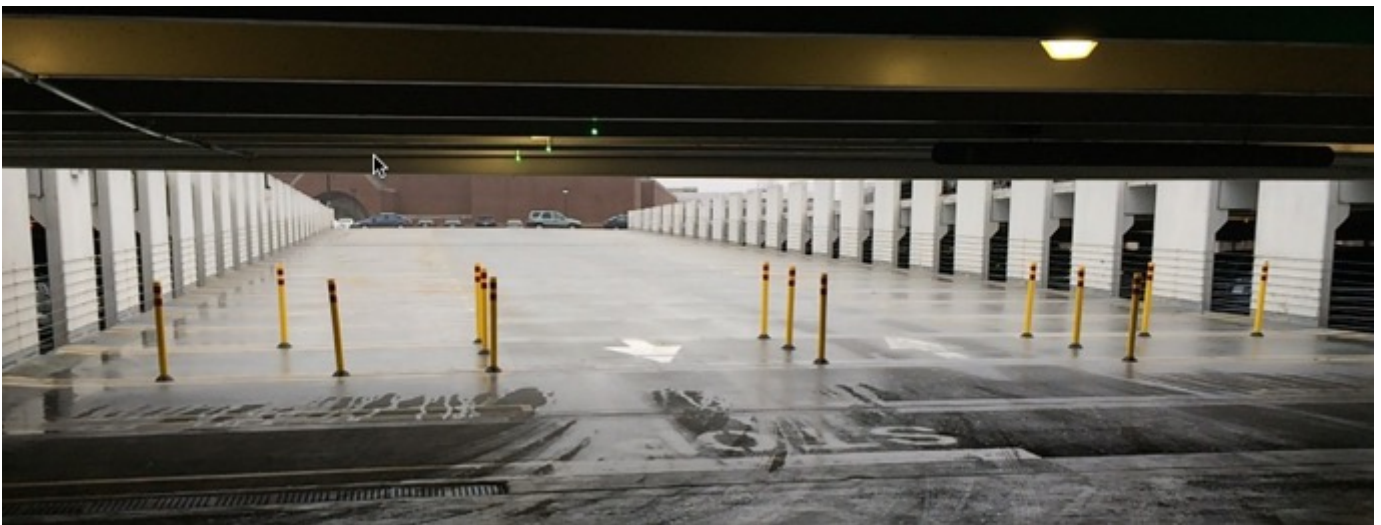
## EXAMPLE OF PHYSICAL RESTRICTIONS – LEVEL COUNT (RAMPS)



This diagram describes the minimum physical barrier that INDECT recommends in order to achieve 98% accuracy per vehicle transit.

Each red dot shows the location of a flexible bollard.

The funneling of the traffic assists to overcome each of the issues described above



The above photo is a demonstration of how traffic should be delineated. We specifically recommend this type of funnel for the greatest possible accuracy.

Note that the above does not preclude the inherent issue with zone counting in that we can only accurately detect each transit and that the higher the turnover and the greater the volumes the greater the level of inaccuracy.

## ULTRASONIC MINI SENSORS (UMS)

Given the university's goal of being able to display available parking by specific user groups, PGS proposes to install Ultrasonic Mini Sensors (UMS) above each parking space that is assigned to a specific user group other than the parking spaces monitored by the UMS TRACO system.

INDECT's UMS is a ceiling-mounted ultrasonic sensor used for precise vehicle detection in indoor car parks. The UMS is part of INDECT's Space Administration System (ISA). This captivating system will catch the eyes of your employees and draw them to the nearest available space to maximize company revenue, minimize traffic and maximize employee and visitor satisfaction.



### ACCURACY

The UMS is the only single space detection system that has a 99.98+% accurate detection. It contains a high-powered ultrasonic transducer, allowing for the sensor to be able to detect a vehicle as long as it can see part of it. The sensor firmware also allows for the detection of vehicles parked between sensors.

### PROTECTION RATINGS

The sensors use an automotive grade ultrasonic ceramic transducer to provide extremely accurate detection and are protected by an IP65 rated/NEMA 4X housing. Since the inception of INDECT we have developed every new generation sensor to evolve for more accurate detection, but purposely improve the way in which we protect our product.

The IP65 rated protection is imperative for parking guidance systems as humidity is often a constraint of effective solution methods. With such rating, the UMS will remain waterproof and resistant to any humidity your parking garage may experience. To bolster the protection of our product, we included NEMA 4X enclosures, as parking garages experience a variety of outdoor implications. From dust, to varying temperatures, the NEMA 4X enclosure will protect the UMS to ensure it is operating at its highest capabilities.



## EXTERNAL RGB LED INDICATORS

The UMS solution proposes high quality and bright RGB LED lights for single-space indication and is fully equipped to display over 16M color schemes. Our UMS detection system presents the RGB LED lights directly above each space, making it simple for your visitors to identify available spaces. This solution is key to minimizing traffic in your parking area, as other parking guidance solution companies will display one light down the center of the drive aisle, which can be difficult for drivers to identify specific available spaces.

LED color can be individually selected and changed at any time to highlight or reserve parking spaces for special user groups (e.g. disabled – blue, family – white, zone parking – pink, etc.). Additionally, the LED brightness is daylight compatible, with dimming options available through our software.

Because the UMS is typically seven to ten feet from the front of a parking space, the external RGB LED indicator is preferred in a parking garage that has have columns at the end of each space. This results in maximum visibility of the system, as the RGB LED indicator will drop down at the end of the parking space.

## FEATURES

- Daylight compatible LED
- Day/night dimming possible via IVIS user interface
- System is customizable to your needs
- Quick installation
- Low maintenance
- High-quality and super bright RGB LED and 50° lens
- LED colors bulb can be individually selected and changed at any time to highlight or reserve spaces for special user groups {e.g. family - amber (yellow), handicapped - blue, zoned parking - pink, etc.}
- LED brightness individually adjustable at a mouse click to adapt to ambient light (ceiling light, daylight)



## SOLUTION #2

PGS proposes to install Ultrasonic Mini Sensors (UMS) above each parking space for all covered levels of existing and future parking decks. This technology is a direct response to Section IV, Paragraph C of the RFP requesting technology that is capable of monitoring the occupancy status of individual parking spaces within a parking facility.

The use of this system will give the university the capability to provide parking space ability for multiple user groups, such as commuters, faculty/staff, hotel guests, and valet parking.

### ULTRASONIC MINI SENSORS (UMS)

Given the university's goal of being able to display available parking by specific user groups, PGS proposes to install Ultrasonic Mini Sensors (UMS) above each covered parking space.

INDECT's UMS is a ceiling-mounted ultrasonic sensor used for precise vehicle detection in indoor car parks. The UMS is part of INDECT's Space Administration System (ISA). This captivating system will catch the eyes of your employees and draw them to the nearest available space to maximize company revenue, minimize traffic and maximize employee and visitor satisfaction.



#### ACCURACY

The UMS is the only single space detection system that has a 99.98+% accurate detection. It contains a high-powered ultrasonic transducer, allowing for the sensor to be able to detect a vehicle as long as it can see part of it. The sensor firmware also allows for the detection of vehicles parked between sensors.

#### PROTECTION RATINGS

The sensors use an automotive grade ultrasonic ceramic transducer to provide extremely accurate detection and are protected by an IP65 rated/NEMA 4X housing. Since the inception of INDECT we have developed every new generation sensor to evolve for more accurate detection, but purposely improve the way in which we protect our product.

The IP65 rated protection is imperative for parking guidance systems as humidity is often a constraint of effective solution methods. With such rating, the UMS will remain waterproof and resistant to any humidity

your parking garage may experience. To bolster the protection of our product, we included NEMA 4X enclosures, as parking garages experience a variety of outdoor implications. From dust, to varying temperatures, the NEMA 4X enclosure will protect the UMS to ensure it is operating at its highest capabilities.

## EXTERNAL RGB LED INDICATORS

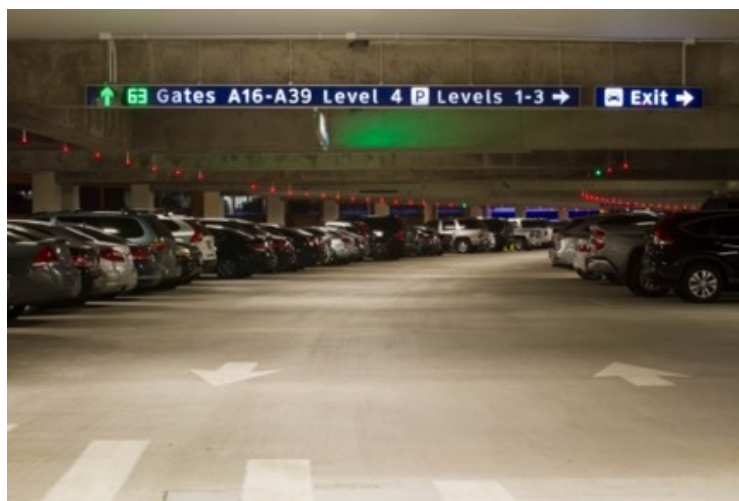
The UMS solution proposes high quality and bright RGB LED lights for single-space indication and is fully equipped to display over 16M color schemes. Our UMS detection system presents the RGB LED lights directly above each space, making it simple for your visitors to identify available spaces. This solution is key to minimizing traffic in your parking area, as other parking guidance solution companies will display one light down the center of the drive aisle, which can be difficult for drivers to identify specific available spaces.

LED color can be individually selected and changed at any time to highlight or reserve parking spaces for special user groups (e.g. disabled – blue, family – white, zone parking – pink, etc.). Additionally, the LED brightness is daylight compatible, with dimming options available through our software.

Because the UMS is typically seven to ten feet from the front of a parking space, the external RGB LED indicator is preferred in a parking garage that has have columns at the end of each space. This results in maximum visibility of the system, as the RGB LED indicator will drop down at the end of the parking space.

## FEATURES

- Daylight compatible LED
- Day/night dimming possible via IVIS user interface
- System is customizable to your needs
- Quick installation
- Low maintenance
- High-quality and super bright RGB LED and 50° lens
- LED colors bulb can be individually selected and changed at any time to highlight or reserve spaces for special user groups {e.g. family - amber (yellow), handicapped - blue, zoned parking - pink, etc.}
- LED brightness individually adjustable at a mouse click to adapt to ambient light (ceiling light, daylight)





## SOLUTION #3

As an alternative to single-space detection, PGS proposes to install Upsolut Camera Sensors in order to provide occupancy information for existing and future parking decks at James Madison University. This technology is a direct response to Section IV, Paragraph C of the RFP requesting technology that is capable of monitoring the occupancy status of individual parking spaces within a parking facility.

PGS has provided a budgetary number for this camera-based solution and based such estimate using the national average of 4.4 parking spaces of detection per Upsolut Camera Sensor. Drawings have not been provided, therefore the budgetary number provided is subject to change.

### UPSOLUT CAMERA SENSORS

INDECT's UPSOLUT Camera Sensors is the only true multi-function parking sensor on the market. Implementation of this product will give you complete control of your parking management system. UPSOLUT's built-in features will help you increase your parking capacity to 100%, track vehicles of interest, monitor customers, provide detailed parking statistics, and maximize your parking revenues.

#### ACCURACY

The Upsolut Camera Sensor upholds a 99.5% accuracy rating. We are confident the accuracy of the system will meet the expected standard that we provide you with a tool to actually assess the accuracy, yourself, at any time.

The accuracy report allows the staff onsite to evaluate the detection accuracy of one or more spaces, levels, or a whole garage. The analysis is done over an adjustable period of time and lists all status changes. The report includes the status pictures to allow the staff to actually compare the sensor status to the picture of the space.



#### RGB LED INTERNAL LIGHTS

The LED indicators can be on one or both ends of the sensors. In one-way parking internals we recommend only one-way LEDs so that cars are not encouraged to drive against the traffic in the garage. The LED can be set to any color from the system software. There are literally millions of colors available.

Each indicator will display the status of up to 6 parking spaces. There is an arrow to show the customer that there is a space available and which side of the sensor that space is located. This is unique for multi-space sensors.

## CUSTOMIZATION

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INDECT can make the sensors in any color. We can also add your logo or other images to suit your corporate requirements.

## SURVEILLANCE

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The camera feature offers live video surveillance of your parking garage. However, the view of Upsolut Camera Sensor is limited because they are focused on the car locations. This means that approximately 30% of the garage is being observed by an Upsolut Camera Sensor.

INDECT has solved that issue with a unique add on camera module for the sensors. Pricing is available upon request.

## LICENSE PLATE RECOGNITION – ADD ON

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The INDECT Upsolut system allows making license plate inventory a breeze for large garages. The inventory lists items such as date of entry, time of entry, license plate, LPR plate – a record of the plate on entry, location by zone and space.

You can also use the fields on the right to search for full or fuzzy matches, or to filter according to areas or device ID. E.g. LPR shows only plates read by interfaced entry/exit LPR systems. This can be used as an alternative way for staff onsite to find a car as well. They can enter either a partial plate or the complete plate to search for a vehicle.



## UPSOLUT ADD-ON FEATURES

### EXTERNAL RGB LED INDICATORS

The external lights will display at the end of each parking space, which will make it easier for visitors to identify available parking spaces. Colors can be programmed to suit your operational requirement. This type of installation is typically used where there are many user groups. The individual lights allow each user group space to be called out with a unique color. Pricing available upon request.



### CUSTOM MOUNTS

Install the Upsolut Camera Sensor directly within the ceiling. All conduit is run through the concrete slab. This feature eliminates the visualization of conduit run on the ceilings and leads to a sharp installation. Pricing available upon request.



### CUSTOM COLOR WRAPS

Customize your Upsolut Camera Sensors with a color wrap, displaying the James Madison University logo. We are able to tailor the appearance of each sensor. Whether you'd like to match the sensors with the concrete or place your custom logo, we have the solution for you. Pricing available upon request.



# ELECTRONIC SIGNAGE

This technology is a direct response to Section IV, Paragraph D of the RFP requesting 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.

PGS shall leverage INDECT's wayfinding signage in order to meet the specifications of the electronic signage requested by James Madison University. Such technology is capable of displaying current occupancy within facilities in real-time, as the system is a complete turn-key solution.

The electronic signage shall be strategically located at the entrance of parking facilities, within parking facilities, and on nearby streets. The electronic signage locations shall be tactical, so that constituents are provided with real-time parking availability throughout the James Madison campus.

All of INDECT's parking signage is linked through a powerful, web-based software and delivers a minimum of 99% space counting accuracy. Listed on the following pages are the different types of signage available to fit the needs of the university.





## MONUMENT SIGNS

Monument signs make a first and lasting impression on your visitors. The monument signs will house a set of LED Inserts, displaying availability throughout the garage.

Typically free-standing, INDECT will design your monument signs to match your architectural standards. Meeting the highest outdoor performance standards, our monument signs are built to withstand the most extreme weather conditions and require very little maintenance.

### CUSTOMIZATION

INDECT will customize the design for your monument signs to meet your very exact parking and directional requirements. In addition, we are able to customize your sign with your specific logo and custom color requests.

### FEATURES

- 5.1", 7.5" and 10.5" digits available in green, red, blue, white, amber/yellow
- High performance for indoor and outdoor use
- Easy visibility outdoors
- Comes with software for control
- Can be used to display parking counts and information



## INTERNAL SIGNS

PGS proposes to install internal signs within the James Madison University parking facilities. INDECT's internal signage is rugged, lightweight and extremely easy to read. Internal signage is a key component to a total parking guidance system solution and notifies parking customers of the number of available spaces, where to find those spaces, and even guides them to an exit. Due to drawings not being provided, PGS has used the national average of one internal sign per 49 parking spaces in this proposal.

### FEATURES

- 130mm/5.1" digits – available in green, red, blue, white, amber/yellow – also with 2 colors
- 8" symbols – ADA, EV, parent's parking, motorbike etc.
- Up to 6 digits per display – can show OPEN, FULL and CLOSED
- Optional backlit text
- Specifically designed for high performance indoors and outdoors





# SOFTWARE FEATURES

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This technology is a direct response to Section IV, Paragraph G of the RFP requesting a software application for the system. PGS will include a complete software package, which turns data into meaningful day-to-day reports. The software also includes alarms, alerts, parking space reservation features, and complete control of each space individually. A Graphical User Interface (GUI) of the entire facility is included, with the ability to include up to 75,000 spaces on one server. The INDECT software is provided in two parts – ICOM and IVIS.

## ICOM

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The ICOM is the configuration software and the IVIS is the web browser based graphical user interface. As well as the two main software components, INDECT has a number of software modules available to unlock specific features.

The management system is based on a standard Windows platform. The system is also browser based, which allows remote login via the Internet or over a LAN by authorized staff. This meaning a user can access the system without additional user licenses or dedicated workstations. There are various password protected user levels with different rights. The facility manager or administrator is able to define different rights levels and assign those levels to selected users.

## IVIS

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IVIS Software is able to generate on-the-fly reports quickly and easily. Unlike other guidance companies, all data is housed on site and is the property of the client. Historical data can be manifested to the client's desired parameters in seconds. Data can be delivered in graphical, CSV, or Excel formats, all delivered directly to your e-mail.

The raw data obtained by the software is manipulated into meaningful reports for management to make key decisions. The INDECT software can customize over 1,000 reports. The following are common reports that clients have found most useful:

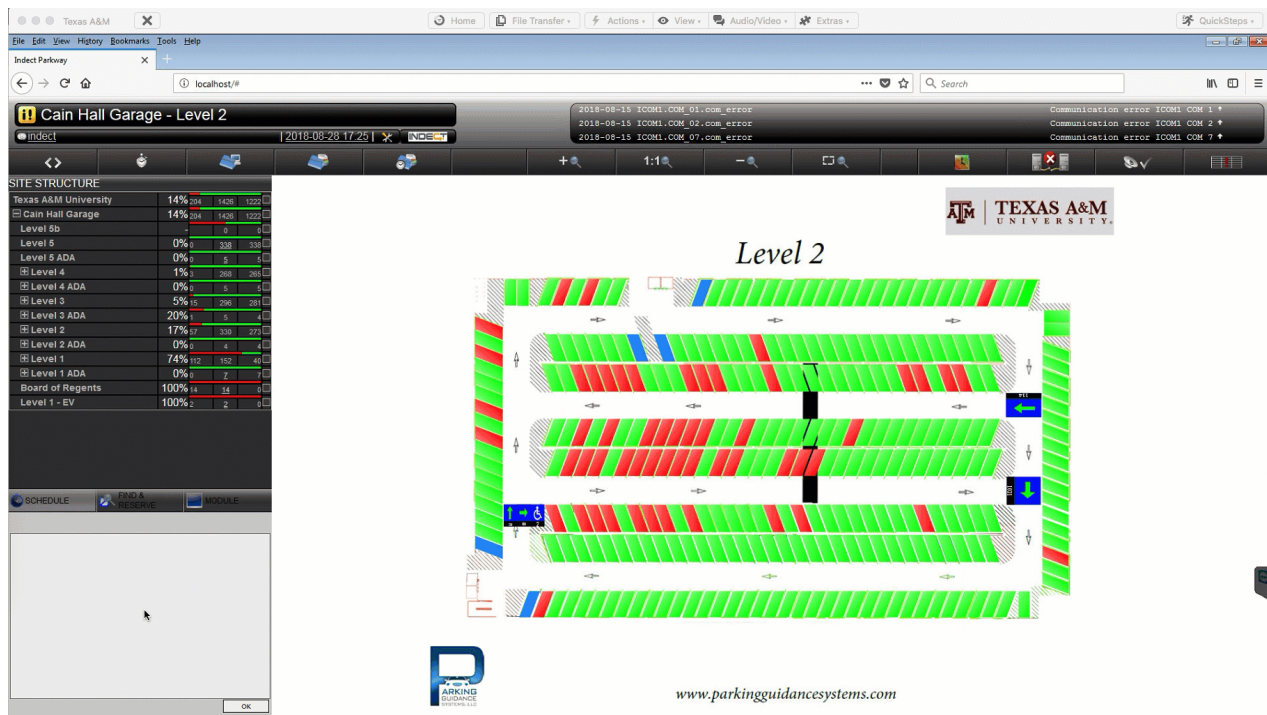
- Garage and Parking Space Turnover (Hourly, Daily, Weekly, Monthly, Yearly)
- Duration Analysis
- Overstay Reports
- Heat Maps
- Entry and Exit Reports
- Comparison Analysis

## LICENSING

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A unique feature of the software presented by INDECT is that there are no costs for additional licenses. Therefore, management teams are able to grant access to as many users as they'd like.

## GRAPHICAL USER INTERFACE





## OPEN WEB API

This technology is a direct response to Section IV, Paragraph H of the RFP requesting an open web API.

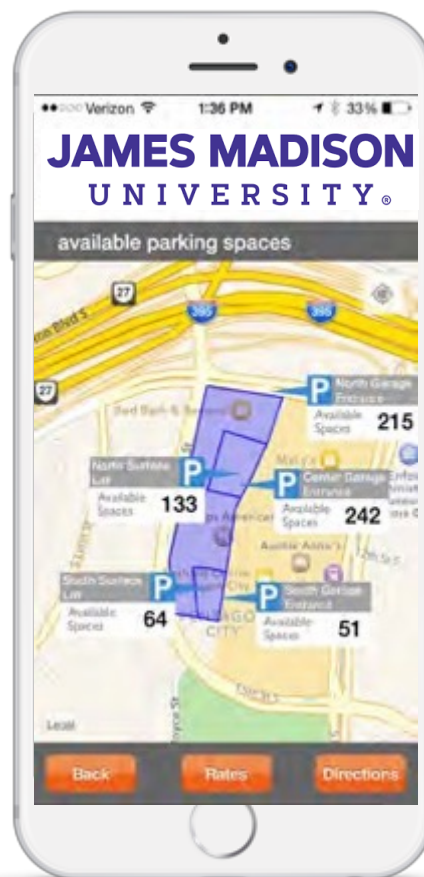
INDECT provides the optional feature Web Interface to transmit garage occupancy data for data exchange between INDECT and other systems.

Possible areas of application:

- Publishing current occupancy, number of free spaces of a car park, level etc. on a website (for example, the university's)
- Sending real-time occupancy information to city VMS
- Sending occupancy data to any other system (for example, a database)

## TECHNICAL INFORMATION

Provision of INDECT data will be carried out via HTTP GET request. The retrieved data is in JSON format and can be processed in any programming language for which a JSON parser is available (i.e. Javascript, C+, C++, PHP etc.)





# SUPPORT

## PROJECT MANAGEMENT

INDECT USA will be responsible for all product procurement, design, system commission, and software commission. PGS will be responsible for ongoing system support and warranty with the support of INDECT USA.

PGS will be responsible for providing James Madison University with required drawings pertaining to the installation and installation schedule for the project for approval before the start of installation. All signage design, build specifications, and placement location will be submitted to James Madison University for approval.

## TRAINING

At PGS, we take the initiative to ensure your parking management team is fully trained to understand how our system operates. Qualified professionals from the Parking Guidance Systems team will lead a training pertaining to both the hardware and software of the system. Each individual involved in the training will interact directly with the system, with the intention of creating a realistic experience for the trainees. Below is an example of the training agenda that will be given to your parking management team.

- i. Project Overview (20 Minutes)
  - a. Introduction to INDECT Product
  - b. Overview of Project
  - c. Overview of IVIS
- ii. IVIS (90 Minutes)
  - a. Review Access Procedures
  - b. Navigating INDECT GUI
  - c. Site Setup (adjusting signs and led colors)
  - d. Setting Up User Rights
  - e. Creating Reports by User
- iii. Site-Specific Information (30 Minutes)
  - a. Maintenance
  - b. Troubleshooting
  - c. As Built Drawings
  - d. Understanding Zoning
  - e. Review of any site-specific license requirements
  - f. Sensor Information

## POST INSTALLATION – SERVICE PLEDGE

PGS is not only selling a product, but we are also selling a service to ensure that your system is operating at full capability. The service of our system is what sets us apart from our competition. We place a high priority on our customers by having rapid response times locally stocking parts in order to ensure that all potential issues are addressed in a timely manner. Please see our service pledge to James Madison University below:

- ✓ 24 Hour Customer Service Hotline
- ✓ One-hour remote response time during regular business hours
- ✓ Three-hour onsite response time during regular business hours
- ✓ Afterhours response times: 2 hours remote / 4 hours onsite hours
- ✓ Locally stocked replacement parts for expedited service
- ✓ Documented service calls and tickets to monitor service times
- ✓ Follow up service to assure issues were addressed and fixed accordingly



# PRICING – SOLUTION #1

Below is a breakdown of the pricing for "Solution #1". In addition, the parts installed in each parking facility is listed. This option will utilize the following:

- UMS TRACO System – Monitor the largest user group of each respective garage (Estimate due to not receiving drawings to identify rooftop parking spaces or ramps)
- UMS (External RGB LED Lights) – Monitor every other user group of each respective garage
- Monument Signs – Displays parking availability by level, or user group, at garage entrance
- Internal Signs – Used to guide the correct user groups to the closest available parking space (Estimate based off national average)
- ICOM & IVIS User Interface – Complete software platform included

<b>Pricing – Solution #1</b>	
<b>Parking Facility</b>	<b>Price</b>
Champions Drive Parking Deck	\$162,000
Chesapeake Avenue Parking Deck	\$198,000
Grace Street Parking Deck	\$228,000
Mason Street Parking Deck	\$377,000
Warsaw Avenue Parking Deck	\$332,000
<b>Total Price:</b>	<b>\$1,300,000</b>

*\*Please note that pricing for the 1,500-parking space future parking deck has not been priced out. It is necessary to know the number of levels in order to create a budgetary number.*

<b>Champions Drive Parking Deck</b>		
<b>Classification</b>	<b>Quantity</b>	<b>Description</b>
Parts	39	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	10	TRACOS (3x2)
Parts	5	Bollards
Signage	1	Monument Signs
Signage	8	Internal Signs
Hardware	5	Communication Module (COMO)
Hardware	5	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features



<u>Chesapeake Avenue Parking Deck</u>		
Classification	Quantity	Description
Parts	13	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	12	TRACOS (3x2)
Parts	5	Bollards Set
Signage	2	Monument Signs
Signage	10	Internal Signs
Hardware	6	Communication Module
Hardware	6	Power Supply
Hardware	1	ICOM Server
Software	1	ICOM Software

<u>Grace Street Parking Deck</u>		
Classification	Quantity	Description
Parts	75	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	10	TRACOS (3x2)
Parts	7	Bollards Set
Signage	2	Monument Signs
Signage	10	Internal Signs
Hardware	7	Communication Module (COMO)
Hardware	7	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

<u>Mason Street Parking Deck</u>		
Classification	Quantity	Description
Parts	413	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	12	TRACOS (3x2)
Parts	5	Bollards Set
Signage	3	Monument Signs
Signage	15	Internal Signs
Hardware	5	Communication Module (COMO)
Hardware	5	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features



Warsaw Avenue Parking Deck		
Classification	Quantity	Description
Parts	240	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	12	TRACOS (3x2)
Parts	5	Bollards Set
Signage	3	Monument Signs
Signage	10	Internal Signs
Hardware	5	Communication Module (COMO)
Hardware	5	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

**Additional Inclusions:**

- Installation Labor
- Terminating
- Commissioning
- Training
- Project Management
- Support Service
- 3 Year Warranty
- Equipment
- Drawings - As Builds
- Cable



## PRICING – SOLUTION #2

Below is a breakdown of the pricing for "Solution #2". In addition, the parts installed in each parking facility is listed. This option will utilize the following:

- UMS (External RGB LED Lights) – Monitor all covered parking spaces in each parking facility (Estimate due to not receiving drawings to identify rooftop parking spaces)
- UMS TRACO System – Vehicle counting for rooftop
- Monument Signs – Displays parking availability by level, or user group, at garage entrance
- Internal Signs – Used to guide the correct user groups to the closest available parking space (Estimate based off national average)
- ICOM & IVIS User Interface – Complete software platform included

Pricing – Solution #2	
Parking Facility	Price
Champions Drive Parking Deck	\$228,000
Chesapeake Avenue Parking Deck	\$312,000
Grace Street Parking Deck	\$333,000
Mason Street Parking Deck	\$471,000
Warsaw Avenue Parking Deck	\$367,000
Future Parking Deck	\$750,000
<b>Total Price:</b>	<b>\$2,461,000</b>

*\*No annual fees*

Champions Drive Parking Deck		
Classification	Quantity	Description
Parts	400	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards
Signage	1	Monument Signs
Signage	8	Internal Signs
Hardware	3	Communication Module (COMO)
Hardware	3	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features





<u>Chesapeake Avenue Parking Deck</u>		
Classification	Quantity	Description
Parts	550	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	2	Monument Signs
Signage	10	Internal Signs
Hardware	6	Communication Module
Hardware	6	Power Supply
Hardware	1	ICOM Server
Software	1	ICOM Software

<u>Grace Street Parking Deck</u>		
Classification	Quantity	Description
Parts	400	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	2	Monument Signs
Signage	10	Internal Signs
Hardware	3	Communication Module (COMO)
Hardware	3	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

<u>Mason Street Parking Deck</u>		
Classification	Quantity	Description
Parts	850	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	3	Monument Signs
Signage	15	Internal Signs
Hardware	5	Communication Module (COMO)
Hardware	5	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features



<u>Warsaw Avenue Parking Deck</u>		
Classification	Quantity	Description
Parts	650	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	3	Monument Signs
Signage	10	Internal Signs
Hardware	4	Communication Module (COMO)
Hardware	4	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

<u>Future Parking Deck</u>		
Classification	Quantity	Description
Parts	1,350	Ultrasonic Mini Sensors (External RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	3	Monument Signs
Signage	25	Internal Signs
Hardware	8	Communication Module (COMO)
Hardware	8	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

**Additional Inclusions:**

- Installation Labor
- Terminating
- Commissioning
- Training
- Project Management
- Support Service
- 3 Year Warranty
- Equipment
- Drawings - As Builds
- Cable



# PRICING – SOLUTION #3

Below is a breakdown of the pricing for "Solution #3". In addition, the parts installed in each parking facility is listed. Please note the below pricing is strictly a budgetary number, as we have used the national average of 4.4 parking spaces of detection per Upsolut Camera Sensor. This option will utilize the following:

- Upsolut Camera Sensor (Internal RGB LED Lights) – Monitor all parking spaces in each parking facility (Estimate due to not receiving drawings to identify rooftop parking spaces)
- UMS TRACO System – Vehicle counting for rooftop
- Monument Signs – Displays parking availability by level, or user group, at garage entrance
- Internal Signs – Used to guide the correct user groups to the closest available parking space (Estimate based off national average)
- ICOM & IVIS User Interface – Complete software platform included

Pricing – Solution #3	
Parking Facility	Price
Champions Drive Parking Deck	\$238,000
Chesapeake Avenue Parking Deck	\$322,000
Grace Street Parking Deck	\$343,000
Mason Street Parking Deck	\$475,000
Warsaw Avenue Parking Deck	\$365,000
Future Parking Deck	\$750,000
<b>Total Price:</b>	<b>\$2,493,000</b>

Champions Drive Parking Deck		
Classification	Quantity	Description
Parts	91	Upsolut Camera Sensors (Internal RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards
Signage	1	Monument Signs
Signage	8	Internal Signs
Hardware	4	Communication Module (COMO)
Hardware	4	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features



<u>Chesapeake Avenue Parking Deck</u>		
Classification	Quantity	Description
Parts	125	Upsolut Camera Sensors (Internal RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	2	Monument Signs
Signage	10	Internal Signs
Hardware	6	Communication Module
Hardware	6	Power Supply
Hardware	1	ICOM Server
Software	1	ICOM Software

<u>Grace Street Parking Deck</u>		
Classification	Quantity	Description
Parts	91	Upsolut Camera Sensors (Internal RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	2	Monument Signs
Signage	10	Internal Signs
Hardware	4	Communication Module (COMO)
Hardware	4	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

<u>Mason Street Parking Deck</u>		
Classification	Quantity	Description
Parts	194	Upsolut Camera Sensors (Internal RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	3	Monument Signs
Signage	15	Internal Signs
Hardware	9	Communication Module (COMO)
Hardware	9	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features



<u>Warsaw Avenue Parking Deck</u>		
Classification	Quantity	Description
Parts	148	Upsolut Camera Sensors (Internal RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	3	Monument Signs
Signage	10	Internal Signs
Hardware	7	Communication Module (COMO)
Hardware	7	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

<u>Future Parking Deck</u>		
Classification	Quantity	Description
Parts	307	Upsolut Camera Sensors (Internal RGB LED Lights)
Parts	2	TRACOS (3x2)
Parts	1	Bollards Set
Signage	3	Monument Signs
Signage	25	Internal Signs
Hardware	14	Communication Module (COMO)
Hardware	14	Power Supply (POSU)
Hardware	1	ICOM Server
Software	1	ICOM Software
Software	1	IVIS Graphical User Interface with Report Features

**Additional Inclusions:**

- Installation Labor
- Terminating
- Commissioning
- Training
- Project Management
- Support Service
- 3 Year Warranty
- Equipment
- Drawings - As Builds
- Cable



## EXCLUSIONS / CLARIFICATIONS

- (A) This a budgetary number, many details need to be discussed prior to contract
- (B) Customer to provide power and data per PGS specification & demarcation points
- (C) Customer to provide all 20amp dedicated circuits needed for the installation
- (D) Customer to provide any network infrastructure or switches for all garages to communicate back to server
- (E) Block outs & chase ways for the parking guidance infrastructure to leverage
- (F) Monument signage needs power and data
- (G) No cellular equipment or fees are included in price
- (H) No permits have been budgeted for this project
- (I) A climate-controlled location for the INDECT server
- (J) A budget number is placed for the monument signage; any special signage or looks may come with a cost impact
- (K) Connectivity to server
- (L) No core drilling or civil work is included in price

# ADD ALTERNATES

## SURFACE LEVEL DETECTION

The SENSIT Surface Mount sensor, manufactured by NEDAP, is a smart parking sensor that detects the occupancy of individual outdoor parking spaces in real-time, using dual detection technology (infrared and magnetic). As part of SENSIT platform, the SENSIT Surface Mount optimizes parking utilization, reduces emissions and guarantees a fast return on investment. PGS is unable to provide pricing at this time, due to not receiving drawings of the parking facilities. Pricing is available upon request.

### ACCURACY

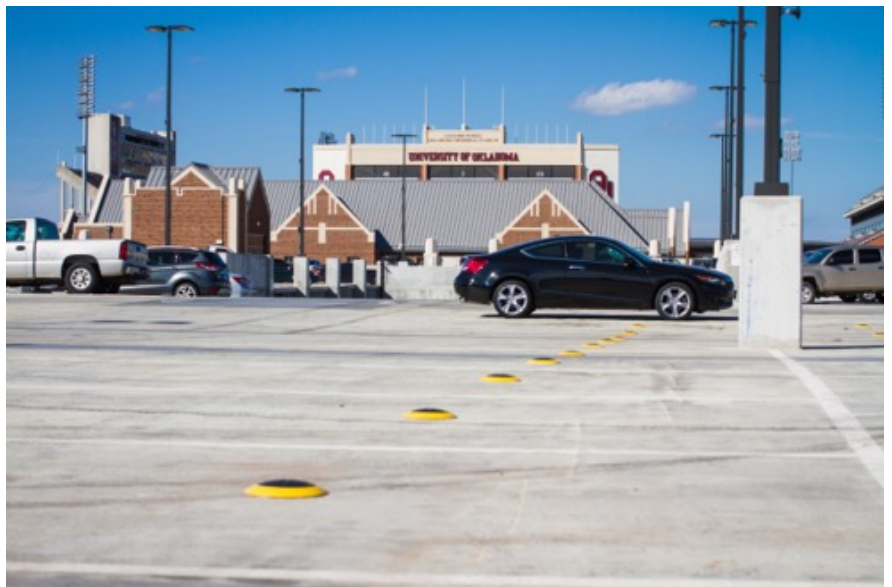
The weather proof SENSIT Surface Mount features earth magnetic field and infrared detection. This dual detection technology ensures highly accurate vehicle detection. A sophisticated algorithm ensures the detection is not affected by snow, dirt or leaves covering the sensor.

### COMMUNICATION

A unique feature of the sensor is its capability to communicate wireless within a self-healing mesh network. Using a fast and reliable network of repeaters (SENSIT Relay Node) and gateways (SENSIT Gateway), the SENSIT Surface Mount sends real-time parking data to the cloud server (SENSIT Interface Software). Additionally, the ability to communicate bidirectionally ensures that the SENSIT Interface Software can easily request and verify the latest sensor events and status updates.

### FEATURES

With a battery lifetime of 5-10 years (depending on the application type), the SENSIT sensors have proven to be a reliable and durable parking detection solution. Typical applications with the SENSIT Surface Mount sensor include rooftop parking and other installations where drilling sensors into the floor is not allowed (e.g. coated floors in parking facilities).





## OUTDOOR CAMERA DETECTION SYSTEM (ODE)

INDECT's Outdoor Camera Detection System (ODE) is designed to detect parking cars in outdoor parking lots. The ODE optimizes parking utilization by detecting 20+ vehicles with one camera. Fully integrated in the INDECT system - one system for indoor and outdoor detection IVIS user interface for indoor and outdoor detection.

PGS is unable to provide pricing at this time, due to not receiving drawings of the parking facilities. Pricing is available upon request.

### INSTALLATION

The core element is a fisheye or PTZ (motorized Pan-Tilt-Zoom) camera installed on a pole or a building. Each camera monitors an allocated section rows of spaces, then communicates via WIFI where detection algorithms evaluate the space status.

### ACCURACY

The ODE Outdoor Detection System provides 98% or better accuracy. Accuracy reaches its peak when a clear view of all allocated spaces, no obstacles blocking the view, such as trees, buildings, etc. Snow, heavy rain and other extreme weather conditions may affect detection accuracy.

### COMMUNICATION

Each camera monitors an allocated section rows of spaces, then communicates via WIFI where detection algorithms evaluate the space status. The controllers report space status changes to the local ICOM server.

### ADD-ON FEATURES

- License Plate Recognition – Requires camera to be installed at 26 foot minimum
- Enforcement capabilities
- Lowlight cameras for improved detection at night and areas with low lighting
- Store streaming videos for security



## MATRIX SIGNS

INDECT's matrix sign make a first and lasting impression on your visitors, as it will enhance the visibility of your parking garage availability. Typically free-standing, INDECT will design your matrix signs to match your architectural standards. Meeting the highest outdoor performance standards, our matrix signs are built to withstand the most extreme weather conditions and require very little maintenance.

The matrix sign offers a full range of capabilities, including scroll messaging, images and video. Matrix signs are the perfect solution to merchandising retailers, promoting special events or delivering emergency messages. Please note that pricing has not been included within this proposal but is available upon request.

### FEATURES

- Full color **RGB** LED
- P6, P8 and P10 resolution available
- High performance for indoor and outdoor use
- Display video footage, messages, advertising etc.
- Screens are scalable to any size – standard sizes available
- Comes with software for control
- Can be used to display parking counts and information



## MATRIX SIGN EXAMPLES





## ENTRY SIGNS

In most cases, INDECT entry signs mark the beginning of the customer parking experience. Our entry signs are highly legible, day or night, due to the sign's ability to brighten or dim to match the time of day. All INDECT entry signs meet or exceed the highest outdoor performance ratings.

INDECT will design your entry signs to match your architectural standards. Meeting the highest outdoor performance standards, our entry signs are built to withstand the most extreme weather conditions and require very little maintenance. Please note that pricing has not been included within this proposal but is available upon request.

### FEATURES

- 5.1", 7.5" digits available in green, red, blue, white, amber/yellow – Also with two colors
- 8" symbols to display counts for different user groups such as ADA
- Optional backlit text
- Signs can be customized to suit the garage – Color, text, or logos



## PGS PARK NOW - CUSTOM PARKING APP DEVELOPMENT

PGS Park Now is a customizable parking app designed to maximize your parking experience. It was also developed to take the guess-work out of finding a parking space that's most convenient for your customer... making it quick, safe and hassle-free. Please note that pricing has not been included within this proposal but is available upon request.



### PARK NOW DOES IT ALL...

Directions to your destination

Park near your favorite store

Locate short-term parking

Find your car

Check parking rates

Pay for parking

### PARK NOW FEATURES:

Customizable "white label" app

Frequent parking program

Find a parking space

Data/Analytics tool

Pay for parking

Parking enforcement

Validate parking

Promote special events

Locate a retailer or office

Advertise retail specials



# REFERENCE CONTACTS

*Below is a list of contacts for your reference. The references listed consist of projects completed by both Parking Guidance Systems, LLC and INDECT USA. In addition, a list of all domestic installations has been provided beneath our reference list. Please notify us if more information should be needed, as a listing of worldwide installations can be provided upon request.*

## UNIVERSITY OF OKLAHOMA

The Jenkins Garage installation consisted of 1,384 completed spaces. The installation included 224 multi-space Upsolut sensors, which were synced with external LED lighting above each parking space. The 2nd installation is the new Cross Village garage that's consists of 1,284 spaces leveraging same technology.

Contact Information:

Name: Kris Glenn  
Title: Director | Parking and Transportation  
Digital Innovation Strategist  
University of Oklahoma  
E-Mail: krisglenn@ou.edu  
Office: (405) 325-2046  
Cell: (405) 227-1889

## NEW HANOVER REGIONAL MEDICAL CENTER

At New Hanover Regional Medical Center, 580 ultrasonic mini sensors were installed in the new multi-level garage on-site. The installation also included large format matrix signs at the garage entry to replace the standard monument sign.

Contact Information:

Name: Kenneth Williamson  
Title: Project Manager – NHRMC Construction Services  
New Hanover Regional Medical Center  
E-mail: Kenneth.williamson@nhrmc.org  
Office: (910) 667-5412  
Cell: (910) 632-3769



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## DALLAS/FORT WORTH AIRPORT

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The Dallas/Fort Worth Airport has three terminal garages, with over 18,000 spaces. Between all three garages, a combination of INDECT Upsolut multi-space and ultrasonic mini sensors installed with external LED lighting. Although there were different installations at each garage, all are connected to a single server/controller. The project also includes internal signs that contain special user group direction and entry signs across all garages.

<u>Contact Information:</u>	Name:	Thuy Cobb
	Title:	Parking Business Systems Administrator – DFW Airport
	E-mail:	TCobb@dfwairport.com
	Phone:	(469) 774-1484

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## HOUSTON FIRST

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PGS, LLC installed ultrasonic mini sensors with external LED lighting at both Jones Hall and Gus Wortham Theatre District garages in Houston, Texas. The installation included matrix signs with customized texts and images, along with internal signs that direct theatre attendees to the nearest available parking spaces.

<u>Contact Information:</u>	Name:	Reginald Randolph
	Title:	Director of Parking City of Houston Theatre District
	E-mail:	reginald.randolph@houstonfirst.com
	Office:	(713) 236-5760
	Cell:	(832) 465-6902

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## RIVER OAKS DISTRICT

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The River Oaks District is a mixed-use development site that presents high end retail to consumers in Houston, Texas. The main garage contains 935 spaces, where 233 Upsolut multi-space sensors were installed to detect parking occupancy and direct consumers to the nearest available parking spaces. Further, the River Oaks District logo was customized to be place on all Upsolut multi-space sensors and internal signs.

<u>Contact Information:</u>	Name:	Jamie Cox
	Title:	Director of Facilities Oliver McMillan
	E-mail:	jcox@olivermcmillan.com
	Phone:	(310) 200-2145





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## COLORADO STATE UNIVERSITY

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The installation at Colorado State University was made at two garages on campus, holding over 1,128 spaces. Ultrasonic mini sensors were installed at each parking space, along with external LED lighting, all of which connected to a single server. To top it off, customized monument signs were made and placed at the entry point of both garages to reflect parking availability to students and faculty driving through campus.

<u>Contact Information:</u>	Name:	Doug Mayhew - CAPP, CPP
	Title:	Associate Director, Parking and Transportation Services Colorado State University
	E-mail:	Doug.Mayhew@colostate.edu
	Office:	(970) 491-1514

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## MGM RESORTS

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In Las Vegas, Nevada, over 14,000 spaces had parking guidance technology installed across seven different MGM Resorts. The installations included a variety of INDECT technology, such as ultrasonic mini sensors, Upsolut multi-space sensors, customized internal, monument, and entry signs. In addition, a garage with 4,000 spaces at an MGM Resort in Maryland had a similar installation.

<u>Contact Information:</u>	Name:	Travis Lunn
	Title:	VP Hotel Operations MGM Casinos
	E-mail:	tlunn@lv.mgmgrand.com
	Phone:	(702) 891-7071

<u>Contact Information:</u>	Name:	James E. Maglothin, P.E., PMP
	Title:	Project Manager 20/20 Consulting
	E-mail:	james@20-20parking.com
	Office:	(281) 574-0550
	Mobile:	(832) 867-4690



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## CITY OF BEVERLY HILLS

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In Beverly Hills, California, thirteen garages across the city had INDECT technology installed. The installation included over 2,530 ultrasonic mini sensors, all of which connected to a single server with the intention of displaying parking availability to a multitude of residents, consumers, and visitors. Currently, the project is being expanded to an additional six garages, which will bring the total to 5,100 sensors.

<u>Contact Information:</u>	Name:	Chad Lynn
	Title:	Director of Public Works City of Beverly Hills
	E-mail:	<a href="mailto:clynn@beverlyhills.org">clynn@beverlyhills.org</a>
	Phone:	(310) 409-3198

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## WESTFIELD TOPANGA MALL

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Westfield Topanga Mall is located in Los Angeles, California with a garage containing over 1,100 spaces. With the purpose of giving consumers a quick guide to the nearest available parking spaces, 247 Upsolut multi-space sensors were installed in conjunction with internal signs

<u>Contact Information:</u>	Name:	Steven Grant
	Title:	Project Manager Aberdeen Management Group
	E-mail:	<a href="mailto:steven@aberndeenmg.com">steven@aberndeenmg.com</a>
	Phone:	(703) 286-9969

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## TEXAS A&M UNIVERSITY

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PGS, LLC teamed up with Texas A&M University in the development of Cain Hall Garage. Upon the garage opening to students, faculty, and game-day visitors, Cain Hall Garage had 1,285 ultrasonic mini sensors installed and paired with external LED lighting at the end of each parking space. In addition, IP Sens wireless sensors were installed to detect rooftop parking occupancy.

<u>Contact Information:</u>	Name:	Dell Hamilton
	Title:	Parking Services Manager – Transportation Services Texas A&M University
	E-mail:	<a href="mailto:deh@tamu.edu">deh@tamu.edu</a>
	Phone:	(979) 862-3439

# 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](mailto: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:

Parking Guidance Systems, LLC

1811 First Oaks St, Suite 100

Richmond, TX 77406

Date:

1/14/19

Web Address: [www.parkingguidancesystems.com](http://www.parkingguidancesystems.com)

Email: [derek@parkingguidancesystems.com](mailto:derek@parkingguidancesystems.com)

By:

(Signature in Ink)

Name: Derek Frantz

(Please Print)

Title: VP of Business Development

Phone: 713-444-1980

Fax #: N/A

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 17 #2 17 #3 17 #4 17 #5 17 (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ATTACHMENT A

## OFFEROR DATA SHEET

### TO BE COMPLETED BY OFFEROR

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

Years 6 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 #
Oklahoma University	- 2 years -	640 Durington Oval Norman, OK 73019	Kris Glenn - (405)-325-2046
Texas A&M	- 3 years -	4600 Bizzell St. College Station, TX 77843	Dell Hamilton - (979)-862-3439
Dallas - Ft. Worth Airport	- 6 years -	2400 Aviation Drive DFW Airport, TX 75261	Dean Ahmad - (972)-973-4842
City of Houston	- 4 years -	701 Avenida de Las Americas Houston, TX 77010	Reginald Randolph - (713)-236-5760
New Hanover Regional Medical Center	- 2 years -	2131 S 17th St. Wilmington, NC 28401	Ken Williamson - (910)-667-5412

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

Chandrea Frantz - President shawn@parkingguidancesystems.com

Derek Frantz - VP of Business Development derek@parkingguidancesystems.com

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

[ ] YES [X] NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



## Parking Guidance Systems LLC

is duly certified as a

## Women Business Enterprise (WBE)

**Certified Categories:**

Certification Number: 16-8-13222

NAICS-423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS

Certification Review Date:

August 31, 2019

*Carlecia D. Wright*

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.



## ATTACHMENT B

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

**Offeror Name:** Parking Guidance Systems **Preparer Name:** Hope Beltran

Date: 1/10/19

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

If yes, certification number: \_\_\_\_\_ 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: 16-8-13222 Certification date: 8/31/2019

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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: 1/14/19

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

Offeror / Proposer:

Parking Guidance Systems  
Firm

1811 First Oaks Drive - Richmond, TX  
Address Suite #100 77406

Derek Frantz / (832)-606-1601  
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)
Parking Guidance Systems 1811 First Oaks Dr. - Richmond, TX Suite #100 77406	Derek Frantz (832)-606-1601	16-8-13222	Product + Installation	TBD	N/A
TBD once					
Scope of work finalized.					

*(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:

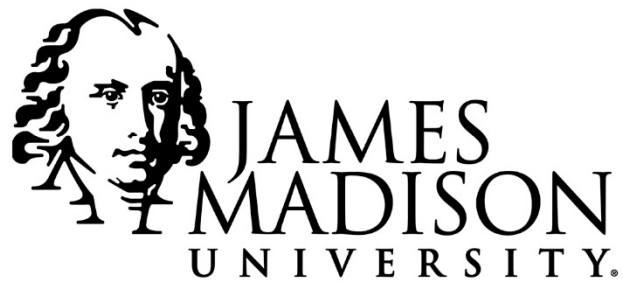
1. Please note the following change to the RFP Closing Date.
  - a. **Proposals are due no later than 2:00 PM on Wednesday January 16, 2019.**
2. Please note the following clarification.
  - a. **The University has received numerous questions asking for specific technical data and drawings, specifications, 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](mailto: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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.



## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

	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](http://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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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](http://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:	_____	_____	_____
	Name of Offeror	Due Date	Time
	Street or Box No.	RFP #	
	City, State, Zip Code	RFP Title	
Name of Purchasing Officer: _____			

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

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

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

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent 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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- 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](http://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
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Service Rates</b>									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Service Rates</b>									
“Position”									
Labor Rate \$/hour									
“Position”									
Labor Rate \$/hour									

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

<b>Other Fees</b>

## **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

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