

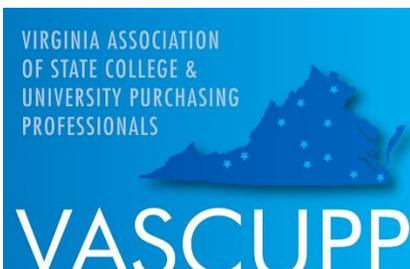


Request for Proposal

RFP# FDC-1078

**Public Safety Distributed Antenna System
(DAS)**

June 29, 2020



REQUEST FOR PROPOSAL
RFP# FDC-1078

Issue Date: June 29, 2020
Title: Public Safety Distributed Antenna System (DAS)
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 July 29, 2020 for Furnishing The Services Described Herein.

OPTIONAL PRE-PROPOSAL CONFERENCE CALL on July 14, 2020. Participation in this pre-proposal conference call is optional; however, pre-registration is required. Pre-register by completing and submitting the **REGISTRATION FORM ON PAGE 1 of this RFP **NO LATER THAN MONDAY, JULY 10, 2020**. See **Special Terms and Conditions, Item II**.**

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: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (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)

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. License # _____ Type _____

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 # FDC-1078

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OPTIONAL PRE-PROPOSAL CONFERENCE CALL REGISTRATION FORM

Pre-Registration is Required

PRE-REGISTER FOR THE PRE-PROPOSAL CONFERENCE CALL BY COMPLETING THIS FORM AND RETURN TO DOUG CHESTER BY EMAIL TO chestefd@jmu.edu OR BY FAX TO 540-568-7935 BY 5:00 PM on July 10, 2020.

RFP NUMBER: **FDC-1078**

PROJECT TITLE: **Public Safety Distributed Antenna System (DAS)**

CONFERENCE CALL DATE & TIME: **July 14, 2020 @ 10:00 AM EST.**

CALL-IN PHONE NUMBER: Call information will be provided to each registered offeror following their registration.

SPECIFY OFFEROR EMAIL TO RECEIVE CALL-IN INFORMATION:

Email: _____

AGENDA: A pre-proposal conference will be held to go over key portions of the RFP and to answer questions offerors may have in regards.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

LIST THE NAME, TITLE, AND PHONE NUMBER OF THE INDIVIDUALS WHO WILL BE PARTICIPATING IN THE PRE-PROPOSAL CONFERENCE CALL.

Name	Title	Phone Number

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 Public Safety Distributed Antenna System (PS DAS) installation and maintenance services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for five (5) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and more than 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

The JMU Telecommunications Department is responsible for providing and maintaining all voice and video communications for campus facilities as well as installing and terminating the physical layer of the data communication network. The department is also responsible for managing and coordinating all Radio Frequency related activities on campus.

The university is committed to being a safe place to work and learn and has determined to install infrastructure and equipment to support public safety communications in new buildings and major renovations. PS DAS of various manufacture and design are currently installed in eleven buildings on campus. Installed systems support not only public safety functionality but also day to day operational radio use by university staff in both 800MHZ and 450MHZ frequencies. (See Attachment F – JMU DAS Inventory).

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University desires to partner with a Contractor or multiple Contractors to install and maintain new Public Safety Distributed Antenna Systems (PS DAS), maintain existing PS DAS systems, and provide other Will-Call services related to the installation, maintenance, and repair of PS DAS systems. Offerors and any Offeror subcontractors must provide manufacture and industry certifications, and have a verifiable track record of skill and proficiency in providing the desired services.

Labor will be solicited as the needs of the University dictate. This could be in the form of requesting a quote for a job in total or labor to supplement ongoing maintenance efforts including emergency repairs. For jobs that require a proposal submittal, the Offeror should carefully consider the amount and character of the work to be done, as well as the difficulties involved in its proper execution. Offeror should include in their proposal all costs deemed necessary to cover all contingencies essential to successfully installing the specified solution. Any cost not specifically itemized in the

proposal shall not be incurred unless specifically agreed upon, in writing. No claims for compensation will be considered or allowed for extra work resulting from oversight of any existing conditions on the part of the Offeror. Acceptance shall be subject to completion of all work, successful post-installation testing yielding the specified pass ratings, and receipt of all deliverables.

JMU Requests Offeror to provide optional pricing for vendor monitoring of on-campus DAS Systems.

A. General

Describe in detail Offeror's approach to each of the following items. Provide as much detail as required to adequately respond and/or state Offeror's willingness to comply. Failure to provide responses to the items below may result in rejection and return of the proposal.

1. Provide a concise description of your organization. Include information on general organization, staffing, and experience in maintaining and upgrading systems/networks of comparable size. Include references and contact information in Attachment A "Offeror Data Sheet".
2. Provide a list of certifications/qualifications for permanent staff members that may be assigned to perform work at James Madison University.
3. If intending to use subcontractors in the fulfilment of any part of the contract, indicate the part(s) where subcontractors will be used, provide a list of subcontractors, and provide references.
4. Indicate Offeror's ability to furnish all necessary labor, supervision, tools, labeling and other equipment, testing and certification devices, to install, maintain, and repair PS DAS Systems.
5. Provide a list of equipment owned by the Offeror and/or Offeror's subcontractors to be used in fulfilling the contract. Include any calibration certificates.
6. Normal working hours for JMU are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except observed holidays. Capital construction projects may require that the selected Contractor work a flexible schedule which may be defined by the General Contractor of that capital construction project. This may include, but is not limited to, a flexible work day or a flexible work week in order to meet fluctuating deadlines. **State Offeror's ability to meet these requirements.**
7. Changes to scope can only be initiated and/or issued by JMU Telecom, and must be tracked via a formal change order process. Invoices shall only be satisfied for the original scope of work and approved change orders. Invoices must include copies of the executed change order. **Describe Offeror's process for change orders and provide a copy of your standard change order form.**
8. Hours for work performed under this contract shall be paid only for productive time on the job site. Time spent for transportation of workers, handling and delivery of Contractor owned or rental equipment, and breaks for lunch or other time the employees are away from the job site is not chargeable. **State Offeror's ability to meet these requirements.**

9. JMU can provide secured space for advanced shipping and staging of project material. The Offeror is responsible maintaining inventory of project material through to completion of the project and for transporting material from JMU storage facility to the job site. **State Offeror's ability to meet these requirements.**
10. Maintain project sites to be clean and tidy throughout the workday. Debris generated by the Offeror is picked up and lawfully disposed of at the conclusion of each workday. Offeror may be responsible for removing and laying aside ceiling tiles during the installation, depending upon the scope of work. Offeror shall place ceiling tiles back in place by the end of each workday. **State Offeror's ability to meet these requirements.**
11. Initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes attending required safety training by JMU or its General Contractors and adherence to OSHA standards including, but not limited to, confined space procedures. **State Offeror's ability to meet these requirements.**

B. New Installations

At some point during the life of the contract, JMU will purchase one or more PS DAS solutions. The purchases will coincide with and be procured through the university's Capital Construction process. A specific New System quote will be requested at that time. While all of the PS DAS solutions on campus to date have been Passive systems, JMU Telecommunications Department is not predisposed to, and has no preference for, any particular type of system (active or passive) or manufacturer model or brand. Offerors are encouraged to present as many strategies and products for meeting the stated needs as they desire. Offerors who wish to submit multiple strategies or products should indicate which strategy and product(s) best meet the needs stated and note the Offeror's best capability. Offerors are strongly encouraged to take great effort to point out best practices and solution feature sets that distinguish the Offeror and their proposed solution(s) from the competition.

1. Design

Offerors(s) will be asked to turnkey design, install, and commission PS DAS in accordance with JMU's standardized PS DAS design specifications. See Attachment E.

Any variances, discrepancies, or additional requirements from this standardized specification for JMU DAS/BDA Systems will be addressed in the corresponding sections of a separate but specific site related Scope of Work which will be issued prior to the time of procurement for any DAS/BDA design for new building, building refresh or system upgrade.

- a. State Offeror's ability to design and install systems to the design specs as indicated in attachment E.
- b. Provide examples of work performed that indicate Offeror is capable of providing the services requested. Include relevant certifications.
- c. Detail Offeror's design process. Include tool sets used and state deliverables beyond those required in JMU's design specification.
- d. During design and periodically throughout construction, acknowledge that Offeror shall commit to perform regular site surveys in order to:

1. Understand existing and/or changing site conditions, nearby DAS systems and the local RF environment to anticipate possible impacts to the future system design and to eliminate unforeseen conditions;
2. Understand any limitations associated with antenna mounting, cable routing, equipment spaces and placement, and power outlets;
3. Inspect condition of equipment grounding equipment;
4. Understand on-site signal levels within the building as the structure is enclosed;
5. Collect all necessary physical site information.
- 6. State your ability to meet these design conditions.**

2. Proposed Solution(s)

- a. Proposed solution(s) must be in new condition for hardware and software. They must be sufficient to meet the needs of the university and be serviceable and supported in the condition sold by the manufacturer for five years from the date of sale.
- b. State as succinctly as possible the overall strategy(s), solution(s), etc. that Offeror is proposing to provide under this contract.
- c. Provide a list of base manufacturer(s) and model(s) you are proposing under this contract.
 1. Indicate whether proposed solution(s) is an Active or Passive system.
- d. Provide a list of any peripheral components you are proposing under this contract.
- e. Provide a letter of certification from the manufacturer authenticating the Offeror's and or Offer's subcontractor's qualifications and authorization to sell, distribute, install, warranty and service for all proposed solutions and peripherals.
- f. For each proposed solution(s), provide minimum and maximum area of coverage in square feet.
- g. For each proposed solution, provide average installed cost per square foot and detail price point breaks where costs per square foot coverage is impacted by economy of scale.
- h. In Pricing Structure of proposed solutions, indicate MSRP pricing and JMU discounted pricing for each proposed solution. Indicate Installation labor rates and how installation labor is calculated.
- i. Using proposed pricing structure, provide a sample quote for a solution providing PS DAS to all stories of a representative four story, 40,000 square foot building (See Attachment E – Sample Building Drawing).

Assume the following:

- Line of sight to donor source exists

- EPDM Roofing
- Brick Exterior
- Low E Glass Exterior Windows
- Steel Frame w/Metal Studs
- Standard Sheet Rock Wall Finish
- Concrete Floors
- RSSI Readings on the roof for required frequencies is -85 dB.
- RSSI throughout the interior of the building are -120dB.

j. **State your ability to meet these proposed solution(s) conditions.**

3. System Installation. **Acknowledge agreement to each of the following:**

- a. All equipment and materials shall remain the responsibility of the contractor until it is permanently installed and the installation approved by JMU the Authority Having Jurisdiction.
- b. Contractor commits to using industry, manufacturer, and JMU installation best practices during the fulfillment of this contract. Should a conflict arise, Contractor agrees to work with JMU to determine and adopt the higher standard.
- c. Contractor acknowledges that any required programming, alignment, and service software shall be supplied. All programming software shall be the latest version and be licensed to JMU.
- d. Prior to the commencement of site work, Contractor shall coordinate with the JMU IT Telecom Project Manager, to assure compliance with any special provisions applicable to the site. I.E. Safety Training, etc.
- e. All rubbish and debris associated with site preparation, unpacking of shipping material, and/or the installations related to this project, shall be removed from the premises daily by the Contractor.

4. Commissioning

Commissioning and Commission Testing is conducted by the Contractor with results submitted to JMU PM and JMU ITT for validation through inspections and verification performed by JMU FM and JMU ITT in cooperation with JMUPD and AHJ. At a minimum JMU has identified the following activities to be conducted as part of system commissioning.

State Offerors ability to comply with and perform the following. Provide any additional recommended commissioning testing procedures/activities. Provide a sample of Offeror's standard commissioning document(s).

- a. JMU may be required to use a specific commissioning document(s) as dictated by the Commonwealth of Virginia or JMU's Capital Planning and Construction program manager. **State Offeror's willingness to use that document.**
- b. Hardware Installations will be subject to inspection by JMU PM, JMU ITT and JMU FM Engineering for compliance with this specification. **State Offeror's acknowledgement of this condition.**

- c. The Contractor will be required to provide current documentation of the results of their BER testing of the as-built system at the time of the system commissioning to JMU ITT for system as-built archives in IBWC/IBX file format both WITH and WITHOUT grid overlays. IBWC files will show DAS hardware locations and designators. **State Offeror's acknowledgement of this this requirement.**
- d. Test all coax runs after connectors have been installed for return loss to the following specification:
 - 1. -25 dB return loss or lower across the frequency band of 450 to 862 MHz, with a precision 50 ohm load terminating the coax under test at the far end of each coax tested.
 - 2. Tabulate test results and plots for submission for approval.
 - 3. Tune repeater for gain and channel and filter bandwidth settings. For 800 MHz frequencies, narrowband, minimal delay filter mode is to be employed; filter bandwidth is to be 50 kHz, 31 second delay. Narrow bandwidths shall be used for UHF as well. Determine and install any uplink overload attenuators beyond any shown on the drawings to avoid uplink front end overload (-30 dBm peak uplink signals into repeater). Document all settings for submittal as part of the maintenance baseline document. Note that particular care needs to be taken to not radiate excess uplink noise back to the 800 MHz BTS site. Uplink noise figure of the BTS from this repeater shall be increased by less than 0.2 dB OR by a LOWER amount if required by the AHJ. The use of the uplink muting feature in the repeater may be required.
 - 4. Measure and record isolation between indoor antennas and outdoor antenna for both UHF and 800 MHz bands. Document for submittal as part of the maintenance baseline document.
 - 5. Record input spectrum from donor antenna on spectrum analyzer showing at least one channel in the active state in both UHF and 800 MHz systems, to show input downlink power levels. Use the spectrum analyzer on Max Hold for at least 30 minutes to detect any other strong potential interfering signals coming in from the donor antennas. (Cellular signals in the 862-894 MHz range are of particular concern and must be documented.) Document for submittal as part of the maintenance baseline document.
 - 6. Record repeater downlink output spectrum on spectrum analyzer showing at least one Harrisonburg-Rockingham County system channel in the active state, to show output downlink power levels. Document for submittal as part of the maintenance baseline document.
- e. Call quality tests must be met with the final system gain settings.
 - 1. If settings are changed after the call quality tests by more than 3 dB (to meet 800 MHz base site noise figure requirement as an example), then the call quality acceptance test procedure must be repeated. **State Offeror's acknowledgement of this requirement.**
- f. Downlink Coverage Levels - The facility shall be tested for coverage levels and to insure proper system settings and connections as follows:

1. A test antenna and spectrum analyzer shall be used to measure control channel power radiated from each of the system's indoor antennas for the 800 MHz system. The test antenna brand/model must be documented, and may be a test antenna with known gain, or the same antenna as specified for indoor omnidirectional antennas in this specification and is to be connected to the spectrum analyzer input via short jumper with loss of < 0.5 dB at 850 MHz.
 2. For indoor system antennas within 10' of the floor level, the test antenna shall be placed in as clear an area as possible at distance of 10' +/- 1' from the system antenna under test, and as close to the same horizontal plane as the antenna under test, and no more than 3' below the antenna under test. The level of the control channel on the spectrum analyzer shall be recorded.
 3. For indoor system antennas that are more than 10' above the floor, make the measurement at a location where the test antenna is within the specified vertical beam width of the antenna under test. Record both the spectrum analyzer reading and the horizontal distance between the test antenna and the system antenna under test. Note the test location in sufficient detail so that the test can be repeated as part of maintenance measurements.
 4. Care must be taken in spectrum analyzer bandwidth, detection, and sweep speed settings, as well as test antenna polarization, to ensure that the digital control channel levels are accurately displayed. 'Max hold' shall be used for recording the levels in systems that do not employ a control channel.
 5. These spectrum analyzer results must be compared with the computed EIRP from the systems antennas plus computed distance loss. Any deviation more than +/- 10 dB requires investigation as to the cause, and rectification of any problems found. Any antenna requiring fixes to meet this requirement must be re-tested after any repairs.
 6. These spectrum analyzer test results, along with the computed EIRP's from each antenna, are to be submitted as part of the final documentation. They can be in tabular or building plan view format. Note any non-standard test locations in sufficient detail so that the test can be repeated as part of maintenance measurements.
- g. Interferer and Repeater Filtering Tests:
1. Provide spectrum analyzer readings for the main repeater output in the downlink direction, showing any strong in-band signals that are not part of the JMU UHF system or the Harrisonburg-Rockingham County Regional 800 MHz trunked system. For the UHF band, use of Max Hold for at least 30 minutes during the hours of 8 AM to 5 PM local time is required for this test. For the 800 MHz band, show the frequency range of 851-894 MHz for at least 30 minutes in the same time period. A coupler on the repeater output may be used to prevent spectrum analyzer damage; the value of any such coupler used must be documented.
 2. Use of the repeaters internal spectrum analyzer function is not acceptable for these tests. However, such plots can be included as supplementary information.
- h. Uplink Noise Figure Checks for 800 MHz Base Station sites.

1. Confirmation from the AHJ must be received that no excess increase in uplink noise figure at the base station sites is being received after this DAS is put into operation. Target increase is to be less than 0.2 dB OR by a LOWER amount if required by the AHJ. ATP call quality tests must be met with the final uplink gain settings.

i. **State Offeror's acknowledgement of these commissioning requirements.**

5. Acceptance

User Acceptance Testing is performed by JMU ITT, JMUPD, and the AHJ to be approved by JMU ITT, AHJ & VSFM with documentation provided by Offeror and JMU PM.

Contractor shall coordinate testing with the, JMU IT Project Manager ONLY.

Testing team will include representatives from the Contractor, JMU IT Telecom, JMU Police & Safety, and Local Public Safety Providers (AHJ) including HRECC to ensure acceptable coverage and delivered audio quality to UHF & 800 Mhz System Users that operate within the coverage area.

JMU ITT will utilize their PCTel SeeGull IBFlex RF Scanner when available to test and document DAS coverage and signal strength in facility and/or manual perform Call Quality Tests as necessary to verify coverage area and actual signal strength meets established levels and Delivered Audio Quality (DAQ) specifications for acceptance by JMU and AHJ.

JMU ITT will use facility floorplan files provided by offeror in IBWC/IBX file format with grid overlays used to test general areas and to designate critical coverage areas.

JMU acknowledges that DAQ testing is subjective, but believes there is clear distinction between the levels of DAQ as defined. JMU will work with all evaluators to form consensus of delivered DAQ.

At a minimum JMU has identified the following user acceptance testing activities. **Based on Offeror's proposed solution, provide any additional recommended procedures.**

a. Call Quality Tests are to be conducted as follows:

1. Call Quality tests are to be conducted in all areas of the facility.
 - Most areas are to be tested as grid areas.
 - Critical individual spaces smaller than the grid size but larger than closets, are to be tested individually.
 - Testing may be done by individual room if their size and usage dictates and/or if building design makes it necessary to document specific room coverage.
 - Side halls (<20' long) may be tested as part of the grid.

2. Grid tested areas: Test point number and location.
 - Divide the grid tested areas into grid spaces sized 20' x 20' for confined individual office or academic spaces or 50' x 50' for general use open air arenas and parking structures or another pre-approved grid size) Each grid space is to be tested in its approximate center, and the test call within a grid space must exceed DAQ 3.4 for the grid space to pass.
 - Call quality of minimum DAQ 3.4 is to be recorded in each test grid area for both 800 Mhz and UHF on a DAQ Scale Score rating (i.e. – 3.4 or 4.0).
 - Propagated 800 Mhz Signal Strength at each test site should also be recorded in -dBm as indicated on Radios used for testing or Spectrum Analyzer.
3. Hallway testing: Test point numbers and locations.
 - Each major connecting hallway is to be tested every 30' along its length. Test in the center of the hall, and each test call at a hall test point must exceed DAQ 3.4 for the location to pass.
4. If a call fails in a grid space or individual area, then that grid space or individual area is to be re-tested in the center of smaller areas of approximately 10' x 10' each. The whole grid space or area is to be recorded as failed if this test fails in 2 or more of the 4 quadrants.
5. The system passes if the average of 95% or more of the test locations pass at a DAQ 4.0. If the system does not meet the targeted 95% requirement for DAQ 4.0. JMU ITT will have the option of accepting the system if it meets minimum of at least a DAQ 3.4 as required by AHJ, but must sign a letter of variance explaining why DAQ 4.0 was not achieved or JMU ITT may require the contractor to make necessary improvements to the system to achieve the overall DAQ 4.0 as specified in JMU's initial requirements.
6. Any calls that do not go through due to a system busy condition are not counted as pass or fail.
7. Call quality tests are to be conducted with multiple radios (4) provided by the AHJ that are in known good operating condition, and that meet specified power output, frequency accuracy, and receive sensitivity, and shall include at least one portable radio operated on-site in the test grid on 800 Mhz JMU ADM, a second portable radio on-site in close proximity to the test grid on JMU UHF ADMIN frequency, a third portable or mobile radio operated off-site operating on 800 Mhz JMU ADM and a radio console or remote control station operated from a communications center on the 800 Mhz JMU ADM talk group and on UHF JMU ADMIN.
 - This methodology will allow the multiple evaluators to test and record DAQ across both bandwidths simultaneously through the established gateway that links the two together.
 - Baseline testing should be done on each individual talkgroup/frequency, 800 Mhz (JMU ADM) and JMU UHF (ADMIN-R) to ensure that gatewayed

DAQ is representative of the DAQ on each talkgroup/frequency if tested individually.

- Contractor/Designer shall work through the JMU PM to provide electronic and hard copies of the Building Plan with Grid Overlay Test Recording Sheets to JMU ITT, JMUPD, AHJ, and VSFM at least 48 hours before the scheduled ATP.
- Building Plan with Grid Overlay Test Recording Sheets shall preferably be formatted and printed on 8.5" x 11" paper sheets as a representation of the corresponding floor plan to include assigned room numbers on the floorplan layer with font and lines printed in medium (50%) GREY.
- Multiple sheets per structure level/section are acceptable if the structures size requires blow-up views to be able to clearly record ATP results.
- Grid blocks (representing grid tested spaces sized 20' x 20' for confined individual office or academic spaces or 50' x 50' for general use open air arenas and parking structures or other pre-approved grid size) on the Test Scoring Sheets should be no smaller than ½" x ½" square and consist of outlines and font printed in RED for grid blocks that encompass any Designated Critical Coverage Areas and BLUE for all other grid blocks that encompass General Coverage Areas.
- Grid blocks shall be numbered sequentially starting in the upper left corner of the sheet and increasing from Left to Right across the rows, and from Top to Bottom as rows continue down the grid overlay on the page.
- Each DAS GRID TEST LOG SHEET will need a Header to include: Building Name; Floor Represented; Grid Numbers Included on this Particular Page; Blank for Evaluators Name; Blank for Evaluators Location & Method (i.e. - On-site 800 Mhz, On-Site UHF, Remote 800 Mhz, Remote UHF, JMUPD Console 800, JMU Stadium Console UHF, etc.) Blank for Date Test Performed.
- Each Evaluator will use the following format to transmit audio starting with the On-Site 800 Evaluator:
 1. "ON-SITE 800 TRANSMITTING, TEST, TEST, X FLOOR, GRID #"
 2. "ON-SITE UHF TRANSMITTING, TEST, TEST, X FLOOR, GRID #"
 3. "REMOTE 800 TRANSMITTING, TEST, TEST, X FLOOR, GRID #"
 4. "REMOTE UHF TRANSMITTING, TEST, TEST, X FLOOR, GRID #"
 5. "CONSOLE 800 TRANSMITTING, TEST, TEST, X FLOOR, GRID #"
 6. "CONSOLE UHF TRANSMITTING, TEST, TEST, X FLOOR, GRID #"
- Each evaluator will record their overall perceived DAQ quality test results in the specified grid block on their copy of the DAS GRID TEST LOG SHEET which corresponds to the grids on the Building Plan with Grid Overlay in the following format DAQ: 3.4 or 4.0; RSSI -dBm Mhz Signal Strength 82 or 95, 121, etc.).

- Any unusual call quality issues other than the prescribed DAQ / RSSI shall be thoroughly documented and reported to JMU PM, JMU ITT and the AHJ with a complete description of the symptoms, test conditions and include any recommended remedial actions that could or should be taken to resolve the issue.
- JMU ITT and the AHJ may allow alternative testing using RSSI and DAQ results from test TX/RX individually on designated 800 Mhz Talkgroups and UHF 450 frequencies or through established system gateways that will link specific frequencies and talkgroups and recorded in JMU ITT's PCTel SeaGull IBflex RF DAS Testing Unit.

8. State Offeror's acknowledgement of these acceptance and testing requirements.

6. Documentation

Sate Offeror's ability to provide/perform the following.

- Provide a detailed materials list and inventory of all installed equipment to include: Manufacturer; Model; Serial Number; Installation Date; Physical Address of all equipment to include Room Number or Descriptive Location on within the Interior or on the Exterior of Structure; Specify RX & TX Frequencies tuned to boost. Materials list should also include: JMU Building Name; 911 Street Address, Installing Vendor/Representative Name, Address and Contact Info; Maintenance/Warranty Vendor Name, Address and Contact info.
- Provide labelled digital images of all: Radio Repeaters; Signal Boosters; Different Antennae Types Deployed Internally and Externally; Equipment Cabinets; Roof Penetrations; Equipment Supporting Battery or UPS Hardware and Equipment Ground Connections.
- Provide comprehensive As-Built Diagrams in MS Visio or another approved format. Should also be included in IBCW/IBX floorplan files provided to JMU ITT when Commissioning and Acceptance Testing is performed.
- Provide electronic and hard copies of the Building Plans to included DAS Hardware Designations and Locations WITH and WITHOUT acceptable Grid Overlay in both IBCW/IBX and PDF File formats Testing and Recording to JMU ITT as specified in the Commissioning & Acceptance Testing Procedures Section of this policy at least 48 working hours prior to any type of Inspection or Testing.
- Provide supporting Spectrum Analyzer Graph and Report Print Outs from all tests and final inspections performed in electronic PDF format to demonstrate design progression and final as-delivered levels. Signal Strength Propagation coverage maps (i.e. - Heat Maps) shall be kept on file with JMU ITT RF Documentation from original acceptance of the installed system. These may be used for future comparison in the event of signal degradation, system failure, or future system refresh to compare differences or similarities.
- Provide all design propagation maps in electronic PDF format during design and testing phases of the project and shall be kept on file with JMU ITT RF

Documentation. These may be pulled out and compared to current RSSI signal strength conditions to see if something has degraded or changed to compare difference or similarities.

- g. Final acceptance will be granted once the all public safety authorities (JMU & Local AHJ) approve the performance of the DAS for public safety, first responders, daily users, and JMU accepts the DAS for use with their radio system, all punch list items have been completed and all documentation has been submitted and approved by JMU IT Telecom.
- h. **State Offeror's acknowledgement of these documentation requirements.**

7. Warranty

Costs associated with base warranty and options shall be itemized and included in the pricing section of any design proposals for DAS installations at JMU.

- a. **Acknowledge Offeror's ability to provide the following or suggest alternative. Indicate costs in Pricing Schedule Section X.**
 - 1. All labor and equipment furnished, including hardware and software components, shall be fully warranted to be free from defects in material and workmanship for a period of one (1) year from the date of final acceptance.
 - 2. Provide optional annual costs for an extended equipment and software warranty for years two through five.
 - 3. Provide an extended prepaid warranty option covering five years of warranty.
- b. All preventive maintenance necessary for the system and its components shall be performed during the warranty period. This maintenance shall be limited to the hardware, software and firmware furnished by the Contractor.
- c. **State Offeror's acknowledgement of these warranty requirements.**

8. Maintenance

The university has PS DAS installed in eleven buildings across campus. See Attachment F. The university intends to enter into a maintenance agreement for these existing systems and any system(s) purchased under this contract that move beyond warranty.

- 1. JMU expects such maintenance to be performed at regularly scheduled intervals in accordance with the recommendations of the manufacturer at a minimum. Offeror shall perform the agreed-upon preventive maintenance once annually during the original warranty period, during the entire life of any active extended maintenance contract with that contractor, or as often as recommended by the manufacturer in accordance with [REF: NFPA 1221, 11.3.9], whichever is more stringent.

Any potential costs associated with this type of support or service that will be the responsibility of JMU shall be clearly and individually identified in the pricing section of any proposals to provide DAS related Hardware or Services.

- a. State Offeror's ability and willingness to support the installed systems found on Attachment F.
- b. Provide a detailed description(s) of Offeror's maintenance plan(s) /options. **Ensure that the costs of the plan(s) are easily identifiable in Pricing Schedule Section X. Identify whether materials are included in the plan costs.**
 1. Indicate how maintenance costs are calculated for adding systems/locations to the plan and timing for making those adjustments to the plan.
- c. Include a schedule of maintenance tasks to be performed under each option. JMU has identified that at a minimum the plan should include the following tasks.
 1. Review any reports of degraded service since last test.
 2. Resolve nuisance malfunctions and/or failures. These are recurring operational or functional problems that prevent systems and/or equipment from providing the degree of reliability and services specified at the time of procurement or usefulness necessary for JMU operations, or cause JMU to assign significant resources to resolve on three or more occasions, on similar models of equipment. Such problems can be caused by software, firmware or hardware that is faulty or improperly designed, engineered, manufactured, installed or configured. It does not include degraded operation, which could be resolved through additional optimization within the term of the initial contract.
 3. Inspect All infrastructure hardware for signs of damage or malfunctions.
 4. Inspect All external antennas, cabling and grounds for signs of weathering, deterioration, or damage.
 5. Test all UPS batteries to ensure that they hold for prescribed durations, replace as necessary.
 6. Perform local and or remote manufacturer-recommended software and firmware updates.
 7. Conduct RSSI – Radio Signal Strength Indicator Testing either with a portable radio or spectrum analyzer in all areas listed as Critical Coverage Areas documenting current RSSI levels and all test locations.
 8. Perform spot testing throughout at least 25% of the remainder of the General Coverage Areas of the structure documenting current RSSI levels and all test locations.
 9. Conduct Full Grid RSSI level testing on any areas of the structure that may have been modified or had significant changes in usage or equipment present since last Maintenance/Warranty Test was conducted.
 10. Compare the results of current testing with RSSI documentation from original acceptance testing and last maintenance/warranty testing and/or any JMU ITT PCTel SeaGull IBflex RF DAS Testing Documentation to identify any discrepancies or variations in coverage.

11. Use results of testing to identify any areas that need hardware tuning, repair, or upgrades to meet required standards of coverage.
 12. Document any tuning, repairs, modifications or replacements to the system conducted as a result of this test.
 13. Submit all documentation to JMU ITT for DAS System Archive file.
- d. Provide a letter of certification from the manufacturer(s) authenticating the Offeror's and Offer's subcontractor's qualifications for warranty and maintenance services of systems noted in Attachment F and for any solutions proposed under this contract.
 - e. Define and provide Offeror's proposed service level agreement for providing emergency services to JMU. Define what constitutes an emergency. Include escalation procedures and contact information.
 - f. State Offeror's plan for ensuring technician certifications are kept up to date with changing technology and JMU's evolving environment.
 - g. The swift restoration of service is paramount to business continuity. Often that depends on replacing parts or dispatching personnel.
 1. List the location(s) of the nearest service center(s) having qualified technicians and containing repair parts for the JMU systems under contract.
 2. Describe the parts in stock in the local warehouse and available to JMU.
 3. Indicate those parts and quantities recommended to be stocked on campus as well as those to be stocked in the warehouse.
 4. If a required part is not immediately available on site or in the local warehouse, describe the approach for providing the part to JMU.
 - i. Describe Offeror's standard policy and any options available for covering lightening damaged equipment.
 - j. JMU requires annual performance testing and benchmarking against acceptance testing results for existing systems and for all new systems procured under this contract.
 1. Please describe your method for performing, documenting and providing test results. Include brand name of test equipment and identify the formats for presenting test results i.e. MS Word, PDF, MS Excel, etc.
 - k. Indicate for each existing or proposed PS DAS system/solution the availability of training for JMU personnel. Describe available training methods and state specific training locations. **State associated costs in Section X. Pricing Schedule.**
 - l. **In Pricing Schedule Section X, provide Time and Material (Will Call) pricing for providing services not covered under warranty or maintenance.** Include all costs the university should expect to incur.
 - m. **State Offeror's acknowledgement of these maintenance requirements.**

D. Other Services

Describe in detail any other products or services you are authorized to provide to JMU. Indicate whether these products/services are provided in-house or through third party partners. Provide manufacturer/provider letters of authorization. Detail pricing in Section X. Pricing Schedule

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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** and **four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*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 addendum, 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’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

1. Quality of products/services offered and suitability for intended purposes
2. Qualifications and experience of Offeror in providing the goods/services
3. Specific plans or methodology to be used to perform the services

4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses
5. Cost

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

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

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the

subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis

prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

_____	_____	_____
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 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of five (5) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSB) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
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 (SBSB) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSB)-

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. CONTINUITY OF SERVICES: The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
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 successor; and
 3. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in,

phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- U. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- V. 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.
- W. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.
- X. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- Y. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- Z. 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.
- AA. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- BB. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, open desk drawers, cabinets, or briefcases, or use

State phones, and the like, except as authorized. The University reserves the right to request alternate personnel without cause. The Contractor shall accommodate any requests made in a timely manner.

- CC. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys, and must report lose or stolen keys to JMU Telecom Director immediately. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- DD. RELOCATION OF EQUIPMENT: Should it become necessary to move equipment covered by the contract to another location, the Commonwealth reserves the right to do so at its own expense. If contractor supervision is required, the Commonwealth will provide prior written notice of the move at least thirty days in advance, in which case the contractor shall provide the required services and be reasonably compensated by the Commonwealth. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.
- EE. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the Contractor 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.
- FF. SERVICE REPORTS: Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
- GG. OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- HH. OPTIONAL PRE-PROPOSAL CONFERENCE CALL: An optional pre-proposal conference call will be held at 10:00 a.m. on Tuesday, July 14, 2020. Pre-registration is required by completing the registration form on Page 1 of this RFP and returning it to Doug Chester (chestefd@jmu.edu or fax to 540-568-7935) by 5:00 on July 10, 2020. Call in information for the pre-proposal conference call will be provided to each registered offeror following their registration.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While call-in for this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to register and participate. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY DOUG CHESTER AT 540-568-4272 NO LATER THAN 5:00 P.M. ON Friday July 10, 2020.

- II. EXTRA CHARGES NOT ALLOWED: The pricing shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

- JJ. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

- KK. SERVICE PERIOD (EXTENDED): Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support, including state holidays. On-site response time shall be within 12-24 hours following initial notification. All necessary repairs or corrections shall be completed within 72 hours of the initial notification.

- LL. SERVICE PERIOD (ROUTINE): Contractor shall provide 24-hour toll free phone support with a 24 hour return call response time. On-site maintenance services shall carry a 12-24 hour response time following initial notification and be available during the normal working hours of 8 A.M. to 5 P.M. Monday through Friday, excluding state holidays. All necessary repairs or corrections shall be completed within 72 hours of the initial notification.

- MM. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder/offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder/offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____

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

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- NN. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- OO. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- PP. 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.
- QQ. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- RR. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- SS. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- TT. 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.
- UU. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, to be installed and operational within a reasonable and mutually agreed to timeframe.

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.

Pricing items to provide information for:

- Pricelist with MSRP and JMU discount for will call work for services not covered under warranty or maintenance.
- Pricing for any training associated with proposed solutions.
- Detailed information on how maintenance cost will be calculated for adding systems/locations.
- Provide labor rates for the various types of work necessary to meet the needs of the work outlined in this RFP. Include rates for work done outside of normal business hours.
- Pricing for a turnkey design, install, and commission PS DAS in accordance with JMU's standardized PS DAS design specifications. See Attachment E.
- Pricing for any other products or services you offer in addition to those outlined in this RFP.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Sample Building Drawing

Attachment F: JMU DAS Inventory

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 #

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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