



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU6093

This contract entered into this 19<sup>th</sup> day of July 2021, by First Witness Security 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 July 28, 2021 through July 27, 2022 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1119 dated May 26, 2021:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated June 15, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated July 16, 2021.

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

CONTRACTOR:

By: Rodney Dixon  
(Signature)

Rodney Dixon  
(Printed Name)

Title: Owner

PURCHASING AGENCY:

By: Michael Morrison  
(Signature)

Michael Morrison  
(Printed Name)

Title: Buyer Senior

**NEGOTIATION SUMMARY****FIRST WITNESS****RFP# MPM-1119 VIDEO SURVEILLANCE INSTALLATION SERVICES & EQUIPMENT**

7/16/2021

The Primary Point of Contact for this Contract is:

Rodney Dixon

1-540-442-0086

rdixon@firstwitnesssecurity.com

**PRICING SCHEDULE:**

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

**LABOR & MISC.**

	<b>PRICING SCHEDULE BY ZONE</b>								
	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
Project Supervisor Labor Rate \$/hour	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00	\$79.00
Technician Labor Rate \$/hour	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
Helper Labor Rate \$/hour	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
Project Estimator Labor Rate \$/hour	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
Project Supervisor Labor Rate \$/hour	\$118.50	\$118.50	\$118.50	\$118.50	\$118.50	\$118.50	\$118.50	\$118.50	\$118.50
Technician Labor Rate \$/hour	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50
Helper Labor Rate \$/hour	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50
Project Estimator Labor Rate \$/hour	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50
<b>Parts and Material Discount (% off MSRP)</b>									
Parts/Materials percent off MSRP*	15%	15%	15%	15%	15%	15%	15%	15%	15%

\*JMU (only) box sales will be at 25% discount – up to the first \$200,000.00 – in year one of the contract.

The option to continue this extended discount will be subject to review at each renewal.

<b>Other Fees</b>	
Credit Card Fees	3.5% Keyed 2.5% Scanned

**James Madison  
University**

**Request for Proposal**

**RFP # MPM-1119**

**Video Surveillance  
Installation Services and Equipment**

**6/15/2021**

**RESPONSE: FIRST WITNESS SECURITY**

# **FIRST WITNESS SECURITY**

2309 Lee Hwy  
Mount Sidney, VA 24467  
540-442-0086  
(Mailing Address: 3132 Preston Lake Blvd, Rockingham VA 22801)

## **James Madison University Request for Proposal # MPM-1119**

**SWaM Certification Number: 725290**

Prepared for:  
**Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Bldg.  
First Floor, Suite 1023  
Harrisonburg, VA 22807**

**Buyer: Michael Morrison**

Prepared by:  
**Rodney Dixon, Owner  
Security & Automation, LLC  
First Witness Security  
DCJS # 11-14998**

Submitted on  
June 18, 2021

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# REQUEST FOR PROPOSAL

## RFP# MPM-1119

Issue Date: 5/26/2021  
Title: Video Surveillance Installation Services & Equipment  
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 Thursday June 24, 2021 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No pre-proposal meeting is required.

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

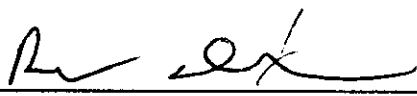
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:  
First Witness Security

3132 Preston Lake Blvd

Rockingham, VA 22801

Date: 6/15/21  
www.firstwitnesssecurity.com  
Web Address: rdixon@firstwitnesssecurity.com  
Email:

By:   
(Signature in Ink)  
Name: Rodney Dixon  
(Please Print)

Owner  
Title: 540-442-0086  
Phone: None  
Fax #:

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 N/A #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☒ YES; ☐ NO; IF YES  $\Rightarrow$  ☒ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☒ Micro

# 725 290

## Statement of Confidentiality & Non-Disclosure

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This document contains proprietary and confidential information. All data submitted to James Madison University is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with First Witness Security. The recipient of this document agrees to inform present and future employees of James Madison University who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public.

First Witness Security retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

## Executive Summary

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First Witness Security is pleased to present James Madison University with this proposal for the Video Surveillance RFP. We understand the Security Issues that the school system is faced with and recognize the unique opportunity to fulfill this gap in security that will provide the school system with much needed visual live feeds as well as recorded witness to areas of concern. FWS is local and can respond quickly to outage and needs as they may arise.

## Statement of Needs

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First Witness Security understands the requirements to be as such:

**A.**

James Madison University seeks to secure the services of one or more contractors with direct experience and expertise in the security industry to provide video surveillance installation services and equipment. The contractor shall furnish all labor, insurance, materials, equipment, and supervision necessary to provide fully operational surveillance systems to the University. The contractor shall develop clear, concise, and professional quality written proposal quotes for each project for review and acceptance by the University.

Response: FWS is an Avigilon dealer and is fully equipped and staffed to provide the above outlined services. FWS is fully insured meeting the required limits set by JMU through Blue Ridge Insurance out of Harrisonburg VA. FWS has been performing at JMU for a number of years and have similar relationships with several school systems, hospitals, and municipalities. We are fully prepared to provide documentation for bids and proposals as needed in a professional format.

**B.**

James Madison University reserves the right to obtain other cost estimates prior to authorizing work and to solicit any project separate and apart from the result contract(s) as may be deemed in the best interest of the University. Upon approval of the quote received by the University, a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.

Response: FWS provides detailed line item quotes currently while performing work at JMU and will continue to do so. Performance of quote will not take place until PO has been issued and work has been reviewed by responsible JMU staff. It is also the policy of FWS to have an additional review of the proposed worksite if there is a time lapse from quote to PO/Install date as details tend to change with passage of time. If a change is deemed necessary for the quality of the system install and performance that results in a price increase, price decrease, or some other detail not originally agreed to, FWS will seek a change order approval.

**C.**

Contractor shall be responsible for adhering to all University construction guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for any measurements, calculations, and other details for each project.

Response: FWS will adhere to guidelines as outlined by JMU and utilize good engineering practices with each project awarded and any repair calls. FWS will work closely with JMU personnel assigned to each project. FWS accepts full responsibility for projects assigned according to contracts.

**D.**

All cabling for new camera installations shall run in a conduit from the video recorder to the camera. Sizing of conduits must follow EIA/TIA-569 standards for fill factor. Cabling must be labeled at all equipment terminations to identify locations by room number. Contractor shall be responsible for ensuring all installations are performed according to specifications, best professional practice, and required standards.



Response: FWS will utilize conduit as outlined in EIA/TIA-569 unless otherwise directed by JMU staff. FWS will label cables as directed with label maker and utilize good engineering practices. FWS will maintain the work area for neatness and cleanliness. There have been projects where it has been specifically stated to use J-hooks or other methods. FWS will utilize conduit unless otherwise stated.

**E.**

Describe in detail your approach to each of the following items and include all associated costs.

Response: See F General below.

**F. General**

**a.**

Describe approach to providing video surveillance installation services and equipment to James Madison University for both large and small scale projects. Include process, methodology, and work plan. Include details of what, when, and how work will be performed.

Response: The approach taken is to first listen to the outlined need from JMU's representative and then apply that outlined goal in such a manner as to affect the best possible video surveillance system to fit the security goal. This is a process that is not simply a one size fits all scenario. Factors such as placement, proper lens, camera type, weather, and system design have to be accounted for. The JMU representative and I will walk the site and determine what works best for the school and what FWS has to offer. FWS will design a networking solution that will incorporate a full solution to handle the bandwidth and connectivity requirements necessary. FWS will coordinate with JMU's IT department as needed for MDF and IDF placement and network use. The technology is always changing and evolving. On site demonstrations and calling in an Avigilon representative are all potential possibilities for the best solution design. It is incumbent on FWS to keep JMU updated on the latest options and innovations in order to provide the best solutions. Large or small jobs are all viewed the same. Once the ultimate solution has been identified, FWS will provide a quote or detailed plan as deemed necessary by JMU. After receiving a PO, we will reach back out to the JMU representative for the particular project to arrange a start date and ensure no details of the project have changed. FWS will arrive on site and coordinate with any localized JMU staff at the site of the project as to minimize intrusion/interruptions to daily activities. Typically the order of events is wiring, camera installation, and then server/head end equipment. Once everything has been installed FWS will check with local staff and/or JMU representative to ensure camera aim is capturing desired targets. FWS will work with JMU staff as needed for training and installation of software. Once install is complete a check is done to for cleanliness of area, labeling, neatness, and everything is back in the condition found or better if possible. FWS will typically follow-up a week or two later to make sure JMU customer is satisfied or if there are questions.

**b.**

Describe experience in providing video surveillance installation services and equipment. Emphasize experience with other higher education institutions similar to James Madison University.

Response: FWS offers a full line of video surveillance from seven different providers. From the educational side: FWS handles JMU, LFCC, and Bridgewater College in this area. Other school systems include Alleghany County Schools, Waynesboro Schools, Warren County Schools, Buena Vista Schools, Augusta County Schools, Orange County Schools, Shenandoah County Schools, and Roanoke City Schools. FWS also handles Augusta Health Hospital, Richmond Metropolitan Transit Authority and numerous other businesses and religious institutions. All of the outlined customers above have a large variety of NVR/DVR solutions system setups and

needs. Approximately 50% of these customers have Avigilon. This variety in the video surveillance sector and management of it affords FWS unique insight into the needs of a customer and how to best setup and serve it.

**c.**

Provide examples of recent projects of comparable service that have been completed by your firm. List the dollar amount, time frame, equipment installed, and contact information.

Response: Examples for recent years are:

JMU – 100K+, 2016 - 2020, Brain Clements  
Orange County Schools – 300K+, 2016 – 2020, Doug Arnold, 434.987.3676  
Augusta Health Hospital – 300K+, 2016-2021, Byron Crump, 540.332.4795  
Richmond Metropolitan Transit Authority - 120K+, 2016-2021, Tom Barnes, 804.615.1978  
Waynesboro Schools – 200K+, 2016-2021, Jody Lohr, 540.256.4353  
Buena Vista Schools – 300K+, 2016-2021, David Ramsey, 540.460.5014  
Alleghany County Schools – 300k+, 2016-2020, Ben Truett, 540.965.1809

Others available upon request if needed.

**d.**

Describe ability to design, deploy, and configure new systems and upgrades to existing systems, including expansions of additional cameras.

Response: In addition to what is mentioned in response F (a) above, FWS has access to the Avigilon provided dealer portal that is utilized to design systems. The system allows the dealer to input the server and cameras outlined for a particular project and determine what the required bandwidth and placement would work best. The system also allows the import of aerial photos to show best lens, placement, and distance coverage. This works well for older systems and new systems. Once a proper system has been designed from a server and camera perspective the connectivity has to be worked out for the building's MDF and IDF setup. This is done in conjunction with JMU's IT department and JMU site representative. PoE and switches are all GB. System design takes into account the quantity of days and data consumption of network.

**e.**

Describe in detail warranty given on all service and equipment. Contractor shall be the primary contact for warranty responsibility for all equipment, material, and work.

Response: FWS is local and 15 minutes from JMU campus. Sub-contractors are not utilized. FWS offers one year complete warranty to include parts and labor assuming JMU has not damaged equipment or altered it from the original install. FWS will honor warranty request that may be called for in projects that may be requested in future bids. FWS will also honor manufacturer warranties of supporting equipment such as switches and PoE devices. After the one year mark, FWS will only charge labor for any warranty work required. 540.442.0086 is the direct phone number to Rodney Dixon the owner. Avigilon offers a 3-5yr warranty as outlined in Appendix A. Avigilon also offers an extended warranty if JMU would like to invest in it.

**f.**

Provide a copy of a valid Department of Criminal Justice Services (DCJS) License for your firm and all employees assigned to James Madison University. Contractor shall have a valid DCJS license to perform work for James Madison University. Each employee that performs work on campus shall have a valid DCJS registration. The contractor and/or employees on site must present their license/registration upon request by JMU staff.

Response: See Appendix C. Rodney Dixon, Sixto Torres, and Eric Green are the current assigned staff. FWS is fully capable of any size project at JMU.

**g.**

Identify and provide copies of any additional certifications and licenses that the contractor and/or employees currently hold.

Response: Lead Safety, Hilti Fire Stop, United Academy Lift Safety. See Appendix G.

**h.**

Provide the names, qualifications, and experience of personnel to be assigned to James Madison University for video surveillance equipment and installation services. Designate the primary point of contact for this account.

Response:

Rodney Dixon will be the direct point of contact for ALL projects at JMU. Rodney has 34 years of experience in high-tech fields. Education includes an AS in computer/electronics, BS in Business, and an MBA. All jobs will be quoted, supervised, and with direct involvement during installation. Secret Clearance with US government. Security training through US government. Served as FSO for a number of years.

Sixto Torres will be the technician assigned for installation and light repair work. Sixto has experience in computer repair, security systems, camera systems, LAN/WAN, and the various types of operating systems. He is 10 years experience with security systems.

Eric Green will be the technician assigned for installation and light repair work. Eric has experience in computer repair, security systems, camera systems, LAN/WAN, and the various types of operating systems. Eric is a graduate of JMU with a degree in Networking.

**i.**

Describe in detail approach to backups and disaster recovery.

Response: Avigilon systems installed have either a RAID 5 or RAID 6 installed. RAID 5 allows for one drive to fail and RAID 6 allows for two drives to fail. This allows for timely replacement of any failed hard drive in order to not lose data. If JMU should choose to there are failover options available where standby servers could be used in the event of a complete server fail. Currently JMU does not utilize fail-over.

**j.**

Describe invoicing procedure. Provide a sample invoice and proposal.

Response: Once project is complete and JMU has final sign-off, FWS will invoice according to the PO instructions. The only exception to this may be exceptionally large projects which may get billed in pre-determined percentage intervals during project performance. If this is the case, final invoice would still not be sent until JMU has final sign-off on project. Please see Appendix D for samples requested. Any full RFP would resemble this one as written.

**k.**

Identify other goods or services offered to James Madison University and associated costs.

Response: FWS offers alarm systems and limited access control services. Currently JMU has not purchased any of these services.

## **G. Equipment**

### **a.**

Describe experience with multiple camera types and associated installation procedures. JMU may have many applications where a broad knowledge of multiple systems is essential.

Response: FWS currently installs Avigilon, Verkada, Hikvision, Uniview, FLIR, Axis, and Digital Watchdog. These systems cover the whole mixture of technologies to include analog, digital, and wireless options. FWS has accounts with all of the major providers of equipment or we can easily establish an account if JMU has a special request not covered by any of these video product providers. We also install antennas to deliver video where hard wire is not possible. Current large customer base has all types of analog, digital, and wireless options. FWS installs, repairs, and maintains all systems. Repairs are done either on site or in lab at office.

### **b.**

Describe experience with the installation of both IP-based and Analog cameras.

Response: All suppliers listed in response above have analog and digital solutions. Most all customers listed in this RFP have a mixture of analog and digital IP based systems. Staff is well versed with the install and nuances of each system. Each of these systems comes with their own benefits and limitations. Customers such as JMU have a lot of hybrid systems. These customers typically start out with analog and migrate to digital IP. We have thousands of cameras as you look across the customer list and we are intimately familiar these two technologies. Utilizing encoders we can convert the analog to digital.

### **c.**

Describe experience in the installation of both Network Video Recorders and Digital Video Recorders.

Response: FWS purchases and configures DVR and NVR systems from the providers listed above. FWS is a Dell registered provider. They each come with a basic setup but the FWS will customize it for the particular customer and security need. FWS also builds servers in the office lab for customers that can't afford the expense of a Dell type system. This experience provides FWS with the ability to also diagnose many of the server problems that may be encountered. Routine repairs and upgrades are done for customers. We have several customers who do not have IT department therefore we become the IT on-site when we arrive. This entails computer repair and setting up routers and off site connectivity.

### **d.**

Provide a detailed list of available manufacturers which your firm carries and is experienced with their equipment. All equipment shall be new and conform to any and all established manufacturer/industry standards.

Response: Avigilon, Hikvision, Uniview, Verkada, FLIR, Topnos, Axis, Digital Watchdog, Sunan, Zyxel, Cisco, TP-Link, Anixter, ADI, D&H, CDW, Ingram Micro, ALPHONE, ASSA ABLOY, Belden, Paige Electronics, Panduit, SDC, and many others. FWS does not sell or store used equipment.

### **e.**

Provide a complete catalog and/or link to electronic catalog for each available manufacturer and list discount off published price list.

Response: FWS will purchase direct from Avigilon. The university receives 15% on equipment only purchases and a 5% on install/equipment purchases. This has been the case with the last 3

years of contract. I assume this to continue. Negotiations could make that increase. Brian has the Avigilon MSRP list. As for the others listed above, I do not have an MSRP list or price breakout. They usually sell through re-sellers such as Anixter and ADI. When jobs come in, we reach out to them for quotes and the price is usually set based on volume. If we know of several jobs coming at once then we buy in bulk and it helps both ends. (meaning JMU and FWS) Typically in addition to the percentages mentioned above we reduce the price even deeper for JMU due to us having a contract and JMU showing FWS loyalty. This can be observed on completed projects over the years. Avigilon MSRP price list emailed with RFP email due to size. (no hard copy provided) Avigilon has recently been purchased by Motorola and pricing has been changing often the past couple years.

## **H. Service**

### **a.**

Describe the training, expertise, and supervision of personnel assigned to service James Madison University.

Response: Rodney Dixon will be the direct point of contact for ALL projects at JMU. Rodney has 30 years of experience in high-tech fields. Education includes an AS in computer/electronics, BS in Business, and an MBA. All jobs will be quoted, supervised, and with direct involvement during installation. Security training through US government. Served as FSO for a number of years. Resume in Appendix.

Sixto Torres will be the technician assigned for installation and light repair work. Sixto has experience in computer repair, security systems, camera systems, LAN/WAN, and the various types of operating systems. He is 10 years experience with security systems.

Eric Green will be the technician assigned for installation and light repair work. Eric has experience in computer repair, security systems, camera systems, LAN/WAN, and the various types of operating systems. Eric is a graduate of JMU with a degree in Networking.

### **b.**

Describe consultation and guidance to be provided to James Madison University on a per project basis. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needs.

Response: FWS is only fifteen (15) minutes from campus and Rodney Dixon lives in Harrisonburg. JMU can contact Rodney directly any given time of day for direct answers as he is involved in every aspect of the JMU contract. The three years performance of the current contract has provided a vast knowledge of the campus and the way JMU operates. This provides for quick responses and answers to most questions received. FWS makes every possible effort to meet JMU personnel at the time they have available. This is somewhat easy to do due to the close proximity to campus.

### **c.**

Describe training plan for end users after installation is complete.

Response: FWS can provide training one on one and there are training videos the customer can refer back to as time passes from install date. FWS is also available by phone at anytime. Avigilon also offers training and a call center for questions. FWS routinely receives phone calls for questions and does not charge the university.

**d.**

Describe typical turn-around time for projects.

Response: It is up to JMU for this metric. FWS will consult with the JMU representative in charge of the project and determine the priority for the university and target location on campus. With this information, FWS has always met or exceeded any time line given for a project.

**e.**

Describe replacement of any malfunctioning/non-conforming equipment.

Response: FWS replaces warranty equipment within first year for free. Replacement of Avigilon equipment the second and third year is labor only. Non-Avigilon equipment depends on the manufacturer's warranty. Thereafter it is a full cost. If equipment is considered to be non-conforming, FWS will replace for free if at fault per any agreed upon contract. Avigilon offers an extended contract if desired. See Appendix.

**f.**

Provide information regarding 24 hour tech support with availability of service calls.

Response: FWS and Rodney Dixon are available for 24hr support and JMU has direct cell phone contact. Rodney lives in Harrisonburg. If Rodney is not available, another FWS employee will be made available.

**g.**

Describe response time to service calls and associated costs.

Response: FWS will make every effort possible to provide response to JMU as requested at the time of initial contact. During normal working hours it would come at normal costs. FWS does not charge for emergency type calls. If calls happen at off hours it would be charged at one and a half hours costs.

**h.**

Describe ability to provide annual maintenance and associated costs. Provide a sample copy of a maintenance agreement.

Response: FWS is fully capable of providing a maintenance agreement. This is currently provided for other customers. FWS pushed to establish a maintenance contract with JMU prior to Brian Clements being assigned to cameras full time. This can be calculated on a retainer or hourly fee based projection. See Appendix F.

**i.**

Describe services that may be required in the normal course of operating the systems that are not covered under the maintenance contract and associated costs.

Response: System optimization is typically not covered as it would take numerous visits and a lot of hours in front of a system with a JMU present. This is where one goes camera to camera during various times of the day to ensure motion and scene setup is ideal. This saves on bandwidth and enhances security. If analytics cameras are being utilized then this is even a bigger need to optimize both types of motion. Typically customers may do this in-house.

**j.**

Describe all other services provided and associated costs.

Response: This proposal is comprehensive. There does not appear to be any gaps that have not been elaborated on.

**k.**

Provide hourly rates for onsite technicians. Specify rates by expertise level.

Response: Hourly rate is \$79 if engineering level, \$69 if experienced technician, \$59 if basic technician services. This is standard for all.

## **I. Installation/Equipment Requirements**

1. All NVR/Server installations shall include

- a. An appropriately sized Uninterruptible Power Supply (UPS). The UPS shall be sized to accommodate the server power consumption plus 15%.
- b. A copy of the operating system and any other pre-installed software as well as any license keys.
- c. Video monitor of not less than 19".
- d. All server installations shall include a USB mouse and keyboard.
- e. All servers shall have a recording capacity to allow thirty (30) days of video storage.

Response: FWS can easily provide the above requested line items. This is currently done with other existing customers.

2. Network Switches used in camera system installation shall provide 1 gigabit data transfer capacity.

Response: FWS only installs GB network devices for copper connections.

3. Fiber Optics

- a. All fiber optic cabling shall be either:
  - i. Multi-mode – 62.5 micron terminated with an ST style connector
  - ii. Single Mode – terminated with an ST style connector
- b. All SFP modules shall be gigabit transmission speed and be CISCO compliant.

Response: FWS can easily provide the above requested line items. This is currently done with other existing customers.

4. Encoders shall be mounted in a 1U, 2U, or 4U rack and utilize the Avigilon encoder rack mount bracket.

Response: FWS can easily provide the above requested line items. This is currently done with other existing customers.

## Conclusion

---

First Witness Security looks forward to a continued relationship and working with James Madison University. If JMU should need any further clarification of proposal or additional data, please call.

Sincerely,

Rodney Dixon  
Owner  
First Witness Security  
DCJS 11-14998



## Appendix A- WARRANTY AVIGILON

---

### A. AVIGILON LIMITED WARRANTY (Hardware Products Only)

AVIGILON CAMERA, PRESENCE DETECTOR, NVR, AINVR, HD VIDEO APPLIANCE, HD-RMWS HARDWARE, RIALTO ANALYTICS APPLIANCE, HD ANALOG ENCODER, ACC ES HD RECORDER, ACC ES 8P, ACC ES RUGGED, AVIGILON BLUE CONNECT DEVICE, AND ACCESS CONTROL MANAGER APPLIANCE

#### 3- or 5-Year Limited Warranty

Subject to the limitations set out below, Avigilon warrants to the original consumer purchaser that the purchased Avigilon product will, under normal use conditions, be free of defects in material and workmanship for a period of 3 or 5 years from the date of shipment of such product from Avigilon. Refer to Table #1 to the Avigilon Limited Warranty for hardware products.

#### PRODUCT LINE WARRANTY PERIOD EXTENDED WARRANTY

H5A, H5SL, H5M, H5A-CR, H5 PRO, H5A-FE Five Years Not available

H5A-PTZ Limited Five Years Not available

H5EX Three Years Limited one or two years

H4 Thermal ETD Camera Three Years One or two years

H4A, H4SL, H4M, HD-LP, H4F, H4VI, H4PRO, H4PTZ, H4IRPTZ, H4A-THC, APD, HD Analog Encoder, Avigilon Blue Connect Device, H4 Multisensor camera modules Three Years One or two years  
NVR4X (including NVR4X-PRM-FIPS)<sup>1</sup>, AINVR Five Years (Next Business Day) Upgrade to 4hr Mission Critical

ACC ES Rugged Appliance Five Years Not available

NVR4, NVR3, AVA Three Years Two Years

AIA Three Years Two Years

HD Video Appliance, ES 8P Appliance Three Years One or two years

ACC ES HD Recorder, ACC ES Analytics Recorder Three Years Not available

Workstations Three Years Two Years

Monitors Three Years Not available

MSI Concealed Weapons Detection Four Years Not available

Table 1: Hardware Products Warranty

<sup>1</sup> Warranty periods and service levels for certain NVR variants may be different from mainstream NVR products. Please refer to variant-specific warranty information for accuracy.

#### Note on Limited warranty extensions:

Notwithstanding the foregoing, the extended warranty does not apply to moving parts of pan-tilt-zoom cameras, and the extended warranty for Avigilon camera models containing any part with the following number format: xx-H5EX-xx or xx-H5EXPTZ-xx (collectively, the “Avigilon Explosion Protected Cameras”) and related accessories may only be purchased at the time of purchase of the applicable product.

The original consumer purchaser may purchase this extended warranty from an authorized reseller of Avigilon products at the time of purchase of the applicable product, or within 1 year (or 3 years in the case of NVR, AINVR, AIA, AVA, & Workstation hardware) of shipment of such product from Avigilon. Extended warranty pricing details can be obtained from an authorized reseller of Avigilon products.

### AVIGILON LENSES AND ACCESSORIES

#### 1 Year Limited Warranty

Subject to the limitations set out below, Avigilon warrants to the original consumer purchaser that lenses and accessories sold or resold by Avigilon will, under normal use conditions, be free of defects in material and workmanship for a period of 1 year, or as outlined in Table #2 below, from the date of purchase.

#### PRODUCT CATEGORY WARRANTY PERIOD

Tamron Pro Camera Lenses Two Years

Sigma Pro Camera Lenses Five Years  
Canon Pro Camera Lenses One Year  
Camera Enclosures and Related Mounting Accessories (ES-HD-xx) Three Years  
H4 LPC IR Illuminator (ES-HD-IR-IP6) Three Years  
Managed Outdoor Switch (ES-PS-S4, ES-PS-S4-NPC) Five Years  
H4 Multisensor IR Illuminator (H4AMH-AD-IRIL1) Three Years  
H4 Thermal ETD Accessories (Blackbody, Tilt Adapter, Light Stand) One Year  
Table 2: Avigilon Lenses and Accessories with up to Five Years of Warranty

# **Redacted:**

## **Appendix B -**

## **References**

## Appendix C- DCJS

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# Commonwealth of Virginia



Department of Criminal Justice Services  
certifies that

RODNEY G DIXON

has satisfied the certification requirements for

**Compliance Agent**

CA-0100724  
License ID #

10/31/2021  
Expiration Date

Leon D. Baker, Jr.  
Director, Licensure and Regulatory Services

# Commonwealth of Virginia



Department of Criminal Justice Services  
certifies that

SECURITY & AUTOMATION, LLC  
T/A: FIRST WITNESS SECURITY

has satisfied the licensing requirements for  
**Private Security Service Business**

To provide services for:  
BU06 Electronic Security Services, BU08 Locksmith Services

11-14998

License #

5/31/2022

Expiration Date

Leon D. Baker, Jr.

Director, Licensure and Regulatory Services

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON  
10-31-2022

NUMBER  
2705166331

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* ESC FAS



SECURITY & AUTOMATION LLC  
FIRST WITNESS SECURITY  
3132 PRESTON LAKE BLVD  
ROCKINGHAM, VA 22801



*Mary Brock-Vaughan*  
Mary Brock-Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

**DPOR** COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation  
CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* ESC FAS  
NUMBER: 2705166331 EXPIRES: 10-31-2022

SECURITY & AUTOMATION LLC  
FIRST WITNESS SECURITY  
3132 PRESTON LAKE BLVD  
ROCKINGHAM, VA 22801



(FOLD)

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

DPOR-PC (02/2017)



## VIRGINIA DEPARTMENT OF CRIMINAL JUSTICE SERVICES

*Improving and promoting public safety in the Commonwealth*

---

### Credential Details

---

#### Demographic Information

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**Name:** Dixon, Rodney G

**DCJS ID:** 99-300886

#### Address Information

---

**City:** Rockingham

**State:** VA

**Zip:** 22801

#### Credential Information

---

**Lic #:** RE-0126204

**Profession:** Private Security  
Services

**Type:** Private Security Service Registration  
(Individual)

**Status:** Active

**Issued:** 09/24/2013

**Expiration Date:** 09/30/2021

**Category:** Electronic Security Technician  
Assistant  
Electronic Security Technician  
Electronic Security Sales Rep  
Locksmith

**Firearms Endorsement:**      **Firearm Endorsement Expiration:**



## VIRGINIA DEPARTMENT OF CRIMINAL JUSTICE SERVICES

*Improving and promoting public safety in the Commonwealth*

### Credential Details

#### Demographic Information

**Name:** Torres, Sixto J

**DCJS ID:** 99-209700

#### Address Information

**City:** Staunton

**State:** VA

**Zip:** 24401

#### Credential Information

**Lic #:** RE-0041963

**Profession:** Private Security  
Services

**Type:** Private Security Service Registration  
(Individual)

**Status:** Active

**Issued:** 08/12/2008

**Expiration Date:** 03/31/2022

**Category:** Electronic Security Technician  
Assistant  
Electronic Security Technician  
Electronic Security Sales Rep  
Locksmith

**Firearms Endorsement:**      **Firearm Endorsement Expiration:**





## VIRGINIA DEPARTMENT OF CRIMINAL JUSTICE SERVICES

*Improving and promoting public safety in the Commonwealth*

### Credential Details

#### Demographic Information

**Name:** Green, Eric

**DCJS ID:** 99-671868

#### Address Information

**City:** Rockingham

**State:** VA

**Zip:** 22801

#### Credential Information

**Lic #:** RE-1066867

**Profession:** Private Security  
Services

**Type:** Private Security Service Registration  
(Individual)

**Status:** Active

**Issued:** 02/15/2021

**Expiration Date:** 02/28/2023

**Category:** Electronic Security  
Technician

**Firearms Endorsement:**

**Firearm Endorsement Expiration:**

**Redacted:**  
**Appendix D**  
**– Sample**  
**Estimate &**  
**Invoice**

## Appendix E – Resumes

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### Rodney G. Dixon

#### **BACKGROUND SUMMARY**

Operations and Project Management, RF, Failure Analysis labs, Class 10 clean rooms, GSM Cellular Technology, and Maintenance Operations, Wafer Level Testing

- TECHNOLOGY - Global Regulatory and Type Approval; BGA Analysis, PCB Analysis; Networks/PC Repair; Microsoft Office Suite; Engineering and Maintenance Technician; Meet Regulatory Requirements for Federal Communications Commission; A2LA 17025 certified labs
- LEADERSHIP - Project Planning including Budget; Employee training, Security Clearance, Development and Supervision, Marines, Document Control, Conduct Performance Evaluations

#### **CAREER EXPERIENCE**

FIRST WITNESS SECURITY, Mount Sidney, VA

*(Video Surveillance, Alarm Systems, Access Control, Networking)*

**Owner** 2013 – present

- ♦ Owner. Perform all aspects of the business functions. Currently have systems in numerous school systems, businesses, and universities.
- ♦ IT Network Design
- ♦ Video Surveillance/Security
- ♦ Operations and Project Management
- ♦ Customer Relations

WIRELESS RESEARCH CENTER of NORTH CAROLINA, Wake Forest, NC

*(Research, Test, and Development site for RF)*

**Operations Manager and FSO** 2010 – 2013

- ♦ Operations Manager
- ♦ Facility Security Officer (FSO)
- ♦ Project Management
- ♦ Interface with Contractors
- ♦ NISPOM certification
- ♦ IT Manager
- ♦ Personnel Manager
- ♦ Secret Security Clearance
- ♦ Risk Assessment
- ♦ Budget Management
- ♦ Moderate Spanish

SONY ERICSSON MOBILE, Raleigh, NC

*(Cellular phone research and development site)*

**Product Engineer** 2000 – 2010

- ♦ Global and Regulatory Type Approval
- ♦ Sectional Analysis of Printed Circuit Boards
- ♦ Scanning Electron Microscopes (SEM)
- ♦ PCB Board Qualifications
- ♦ Federal Communication Commission filings
- ♦ Ball Grid Array IC Analysis
- ♦ Customer phone return analysis
- ♦ Schedule Management across Multiple Groups
- ♦ Maintain Calibrations and Preventative Maintenance
- ♦ Specific Absorption Rate (SAR)
- ♦ Failure Analysis Lab Engineer
- ♦ X-ray Analysis of Electronics
- ♦ Vendor Parts Negotiation
- ♦ Test Builds Project Manager
- ♦ Efficiency Driven
- ♦ Dependable & Efficient
- ♦ Detail Orientated & Goal Driven

MUZAK NETWORK OPERATIONS, Raleigh, NC

*(Background music for business delivered by satellite)*

**Broadcast Systems Engineer/ Information Systems** 1998 – 2000

- ♦ Satellite Broadcast Equipment Maintenance
- ♦ Technical Assistance to Affiliate Field Eng.
- ♦ Implementation of System Upgrades
- ♦ Novell Network Administrator
- ♦ PC repair, A+ Certified
- ♦ IT Administrator

MITSUBISHI SEMICONDUCTOR, Durham, NC

*(Design, Fabrication, and assembly of integrated circuits and a top ten supplier of Dynamic RAM chips in North America)*

**Engineering Technician III**

1991 – 1998

- ◆ Supervisor of CVD Section and Performed Evaluations
- ◆ Low Yield Product Investigation of Semiconductor Wafers
- ◆ Yield Loss Data Prepared and Given to Engineering Groups
- ◆ Wet and Dry Etch Failure Analysis of Wafers
- ◆ Focused Ion Beam (FIB) 800 model
- ◆ Hazardous Chemicals and Gases Safety Team member
- ◆ Evaluation of yield, parametric data, and preparing presentations
- ◆ Participated in Complete Development of New CVD area inception
- ◆ Measurement and Test of Wafer Level Features
  - ◆ Daily Process Control to ISO Standards, UCL and LCL
- ◆ Performed and Evaluated Multiple Experiments
- ◆ Authored Machine and Area Operating Specifications
- ◆ Trained New Hires and Transfer Employees
- ◆ Temperature Profiling and Recipe Editing to Optimize Product Quality
- ◆ Functional in Chemical Vapor Deposition, Diffusion, Implant, Factory Automation, Laser Trim, and Test
  - ◆ Metrology measurement equipment which includes the Nanospec, Ellipsometer, Prometrix, and Surfscan

UNITED STATES MARINE CORPS, North Carolina, Hawaii, 90-91 Gulf War

**Section Leader and Artillery Equipment Technician**

1985 – 1991

- ◆ Rapid Response and Repair of Critical Down Equipment
- ◆ Provide Necessary Guidance and Leadership to Subordinate Marines
- ◆ Performed Evaluations to Subordinate Marines and Promotion Paths
- ◆ Service in 1991 Gulf War
- ◆ Shop Safety Manager
- ◆ Repair and Rebuild of Hydraulic and Pneumatic Components
- ◆ Design and Implementation of Equipment Maintenance Tracking System
- ◆ Quality control inspector
- ◆ Supervisor of Maintenance Section for up to 30 Marines
- ◆ Non-Commissioned Officer Leadership School

**EDUCATION**

Pfeiffer University, Misenheimer, NC

**MBA Degree – Masters in Business Administration**, concentration in **International Business**, GPA 4.0

Mount Olive College, Mount Olive College, NC

**BA Degree – Bachelor of Science in Business Administration**, concentration in **Management**, GPA 3.89

ECPI College of Technology, Raleigh, NC

**AS Degree – Electronics Engineering**, concentration in **Computer Science**

- ◆ 3.96 GPA / Phi Theta Kappa Honor Society
  - ◆ Honors list, Deans list every semester, Student of the quarter

### **OTHER CERTIFICATIONS/ EDUCATION/ AWARDS**

- ◆ Received multiple bonuses based on work performance at Sony Ericsson
- ◆ Sony Ericsson Management Award
- ◆ Noted for work performance with Exceeds Expectations on each evaluation at Sony Ericsson
- ◆ Two awards from Muzak based on work performance
- ◆ Several awards from Mitsubishi based on work performance
- ◆ Unit service commendation medal, two Good conduct medals, Kuwait liberation medal, Asian service medal
- ◆ Marine of the quarter, two Meritorious Mast awards, Letter of appreciation
- ◆ Conversational Spanish, Spanish 1
- ◆ The Computer Lab, Morrisville, NC
  - Certified Novell Network Administration (CNA 3/4)
  - A+ certified, Intranetware certified
- ◆ Piedmont Community College- PLC's, Microprocessors
- ◆ Federal Government courses- Marine Electrician, Solid State Devices, Blueprint
  - Reading, Basic Engineering-Support Operations, and Counseling for Marines

## Appendix F- Sample Service Agreement

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### EQUIPMENT MAINTENANCE AGREEMENT

This Equipment Maintenance Agreement (the "Maintenance Agreement") is made and effective [DATE],

**BETWEEN:**                    **First Witness Security** (the "Service Provider"), a corporation organized and existing under the laws of the State of Virginia, with its head office located at:

2309 Lee Hwy, Mount Sidney VA 24467

**AND:**                        **Waynesboro Public Schools** (the "Client"), a corporation organized and existing under the laws of the State of Virginia, with its head office located at:

301 Pine Avenue, Waynesboro, VA 22980

WHEREAS, Client is desirous of availing itself of equipment maintenance services provided by the Service Provider.

WHEREAS, Service Provider is a qualified provider of equipment maintenance services and is willing to provide such services to Client as per the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

#### 1. SEMI-ANNUAL RATE FOR SERVICES

The semi-annual rate for periodic maintenance is \$995 and shall be paid after each semi-annual completion of services. An invoice will be generated to reflect charges and completion of PM. Any parts usage will be charged on a separate invoice at normal rates.

#### 2. SEMI-ANNUAL MAINTENANCE CALLS

Service Provider agrees to provide periodic maintenance service calls semi-annually where locations are bulked based on location and grouped such that the PM is done within a twelve hr time frame schedule and weather permitting. Any interim calls as requested for repair come at normal rates for labor/trip.

### **3. SERVICES**

The following services are included:

#### **LOCATIONS AND EQUIPMENT LIST:**

##### Avigilon Locations:

Kate Collins Middle School

Waynesboro Middle School

Westwood Hills Elementary School

Items to check and adjust on Avigilon:

Clean camera housing and lens cover. Check hardware. Check for leaks. Check for lens condensation. Open and clean domes if needed. (can't account for aged and sun damaged domes) Check NVR settings. Check NVR hard drives. Check recording status. Check PoE. Update software in Server, Clients, and Cameras. Time and Date. Check event logs.

Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Service Provider are used. Service Provider shall have full and free access to the equipment to provide service thereon. If persons other than Service Provider's representatives perform maintenance or repairs, and as a result further work is required by Service Provider to restore the equipment to operating condition, such repairs will be billed at Service Provider's published time and material rates then in effect.

If any computers require administrative privilege, the customer will provide an IT person to travel around with FWS employee. Additional charges may be incurred if this is required and not provided at agreed time.

### **4. PAYMENTS**

For service as specified above on the equipment listed, the undersigned Client agrees to pay the total semi-annual charge specified below to Service Provider, in accordance with the terms specified on the face of the invoice.

There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including State/Provincial and Local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Service Provider in respect of the foregoing, exclusive, however, of taxes based on net income.

## 5. BINDING AGREEMENT

This Agreement is subject to acceptance by Service Provider. It takes effect on the date written above and continues in effect for one year and will remain in force thereafter, with automatic annual renewal at the prevailing rates, until cancelled in writing by either party. If cancelled, the unearned portion of any advance payment will be credited to the Client.

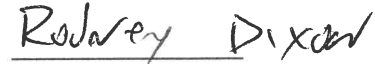
IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

SERVICE PROVIDER

CLIENT



Authorized Signature



Print Name and Title

Owner

Authorized Signature

Print Name and Title



## Appendix G- Other Certifications



# LEAD-SAFE TRAINING CENTER

P.O. Box 627  
Orange, Virginia 22960  
Telephone: 888-705-3233

## **Certificate of Attendance and Successful Completion**

**Renovator Initial – English**

Per 40 CFR Part 745.225

### **Rodney Gregg Dixon**

1174 Bluebird Court  
Harrisonburg, Virginia 22802

Certificate Number R-I-75945-15-00287

Course Date: 11/10/2015

Examination Date: 11/10/2015

Expiration Date: 11/10/2020

  
Charles J. Faigle – Training Manager



## Appendix H- SWaM Certifications

<b>Security &amp; Automation, LLC</b> <b>DBA: First Witness Security</b> Rodney Dixon P.O. Box 1448 Harrisonburg, VA 22803 Phone: (540) 442-0086 Fax: (540) 442-0086 rdixon@firstwitnesssecurity.com www.firstwitnesssecurity.com	<b>Certification Number:</b> 725290 <b>SWaM Certification Type:</b> Small Start Date: 11-30-2017 Micro Start Date: 11-30-2017 SWaM Expiration Date: 11-30-2022 <b>NIGP Code and Description:</b> 20433 Drives, Compact Disk (CD ROM, DVR, etc.) 65596 Video Capturing Devices Connected to Computers or Computer Networks, (Web Cameras) 68087 Surveillance Cameras and Counter-surveillance Equipment and Supplies 84084 Video and Audio Systems, Accessories and Parts (Closed Circuit TV) (Including Surveillance Type) 90678 Security Systems; Intruder and Smoke Detection - Architectural 92584 Security Systems; Intruder and Smoke Detection/Engineering 98166 Security and Access Systems (Airport, Library, Hospitals, etc.) Rental or Lease 99000 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DISASTER DOCUMENT RECOVERY) 99022 Card Access Security Services 99050 Installation of Security and Alarm Equipment <b>Pcard:</b> N <b>Business Category:</b> Computer Information and Technologies
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## **Appendix I- RFP REQUIRED DOCUMENTS**

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See Attached Documents if Email or Included Documents if in print.

- X. PRICING SCHEDULE
- ATTACHMENT A OFFEROR DATA SHEET TO BE COMPLETED BY OFFEROR
- ATTACHMENT B Small, Women and Minority-owned Businesses (SWaM) Utilization Plan
- ATTACHMENT B (CNT'D) Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

## IX. METHOD OF PAYMENT

The contractor will be paid based on 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 request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. 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. Add additional rows as needed. Any on-premises labor rates shall be inclusive of travel and other overhead.

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>.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
Project Supervisor Labor Rate \$/hour		79.00							
Technician Labor Rate \$/hour		69.00							
Helper Labor Rate \$/hour		59.00							
Project Estimator Labor Rate \$/hour		69.00							
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
Project Supervisor Labor Rate \$/hour		118.50							
Technician Labor Rate \$/hour		103.50							
Helper Labor Rate \$/hour		88.50							
Project Estimator Labor Rate \$/hour		103.50							
<b>Parts and Material Discount (% off MSRP)</b>									
Parts/Materials percent off MSRP		15%							

Other Fees	Add up!
	Credit Card Fee - 3.5% Keyed, 2.5% scanned

## **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: JMU Design and Construction Guidelines (separate attachment)

# 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 28 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 #
Waynesboro Schools	8 yrs	Waynesboro VA	JOY Lohr 540-256-4353
Augusta Health	12 yrs	Fishersville VA	BYRON CAMP 540-332-4795
RMTA	8 yrs	Richmond VA	Tom Bruner 804-615-1978
Buena Vista Schools	12 yrs	Buena Vista VA	David Ramsey 540-460-5014
Orange County Schools	15 yrs	Orange, VA	Doug Arnold 434-987-3676

\* See Appendix in RFP as well

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

First Witness Security  
 2309 Lee Hwy  
 Mount Sidney, VA 24467

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 [X] NO

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

## ATTACHMENT B

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

Offeror Name: First Witness Security Preparer Name: Rodney Dixon

Date: 6-15-21

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

If yes, certification number: 725290 Certification date: 11-30-2017

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: 725290 Certification date: 11-30-2017

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

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

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

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

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

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

**RETURN OF THIS PAGE IS REQUIRED**



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

Procurement Name and Number: \_\_\_\_\_ Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer: Frost Witness Security Address: 3132 Prested Lake Blvd, Rutledge Contact Person/No.: Rodney D. Ward  
Firm \_\_\_\_\_

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 JMT)
N/A FWS	does not	use subsc			

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

**RETURN OF THIS PAGE IS REQUIRED**



# Request for Proposal

## **RFP# MPM-1119**

**Video Surveillance  
Installation Services & Equipment**

**5/26/2021**



# ***REQUEST FOR PROPOSAL***

## ***RFP# MPM-1119***

**Issue Date:** 5/26/2021

**Title:** Video Surveillance Installation Services & Equipment

**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 Thursday June 24, 2021 for Furnishing The Services Described Herein.**

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** No pre-proposal meeting is required.

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

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

By: \_\_\_\_\_  
*(Signature in Ink)*

Name: \_\_\_\_\_  
*(Please Print)*

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ***REQUEST FOR PROPOSAL***

*RFP # MPM-1119*

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Video Surveillance Services and Equipment for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The JMU campus is 721 acres and includes more than 150 buildings. Surveillance projects at JMU have been installed as individual stand-alone projects to protect both outdoor and interior spaces at the University. Currently three different camera hardware manufacturers are being used across campus. It is the University's intent to install IP based cameras in all new installations across campus and to upgrade analog cameras to IP based systems when it makes sense to do so.

The University uses Avigilon for our IP based camera systems. All IP based cameras shall have the capability to interface with Avigilon ACC software without additional hardware.

## **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**

- A. James Madison University seeks to secure the services of one or more contractors with direct experience and expertise in the security industry to provide video surveillance installation services and equipment. The contractor shall furnish all labor, insurance, materials, equipment, and supervision necessary to provide fully operational surveillance systems to the University. The contractor shall develop clear, concise, and professional quality written proposal quotes for each project for review and acceptance by the University.
- B. James Madison University reserves the right to obtain other cost estimates prior to authorizing work and to solicit any project separate and apart from the result contract(s) as may be deemed in the best interest of the University. Upon approval of the quote received by the University, a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.
- C. Contractor shall be responsible for adhering to all University construction guidelines and shall work directly with relevant personnel at the University. Contractor shall be responsible for any

measurements, calculations, and other details for each project.

D. All cabling for new camera installations shall run in a conduit from the video recorder to the camera. Sizing of conduits must follow EIA/TIA-569 standards for fill factor. Cabling must be labeled at all equipment terminations to identify locations by room number. Contractor shall be responsible for ensuring all installations are performed according to specifications, best professional practice, and required standards.

E. Describe in detail your approach to each of the following items and include all associated costs.

F. General

- a. Describe approach to providing video surveillance installation services and equipment to James Madison University for both large and small scale projects. Include process, methodology, and work plan. Include details of what, when, and how work will be performed.
- b. Describe experience in providing video surveillance installation services and equipment. Emphasize experience with other higher education institutions similar to James Madison University.
- c. Provide examples of recent projects of comparable service that have been completed by your firm. List the dollar amount, time frame, equipment installed, and contact information.
- d. Describe ability to design, deploy, and configure new systems and upgrades to existing systems, including expansions of additional cameras.
- e. Describe in detail warranty given on all service and equipment. Contractor shall be the primary contact for warranty responsibility for all equipment, material, and work.
- f. Provide a copy of a valid Department of Criminal Justice Services (DCJS) License for your firm and all employees assigned to James Madison University. Contractor shall have a valid DCJS license to perform work for James Madison University. Each employee that performs work on campus shall have a valid DCJS registration. The contractor and/or employees on site must present their license/registration upon request by JMU staff.
- g. Identify and provide copies of any additional certifications and licenses that the contractor and/or employees currently hold.
- h. Provide the names, qualifications, and experience of personnel to be assigned to James Madison University for video surveillance equipment and installation services. Designate the primary point of contact for this account.
- i. Describe in detail approach to backups and disaster recovery.
- j. Describe invoicing procedure. Provide a sample invoice and proposal.
- k. Identify other goods or services offered to James Madison University and associated costs.

G. Equipment

- a. Describe experience with multiple camera types and associated installation procedures. JMU may have many applications where a broad knowledge of multiple systems is essential.
- b. Describe experience with the installation of IP-based cameras.
- c. Describe experience in the installation of Network Video Recorders.
- d. Provide a detailed list of available manufacturers which your firm carries and is experienced with their equipment. All equipment shall be new and conform to any and all established manufacturer/industry standards.
- e. Provide a complete catalog and/or link to electronic catalog for each available manufacturer and list discount off published price list. The University is interested in your procedures for box-sales where the University purchases the camera and equipment from the vendor and does installation in-house.

#### H. Service

- a. Describe the training, expertise, and supervision of personnel assigned to service James Madison University.
- b. Describe consultation and guidance to be provided to James Madison University on a per project basis. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needs.
- c. Describe training plan for end users after installation is complete.
- d. Describe typical turn-around time for projects.
- e. Describe replacement of any malfunctioning/non-conforming equipment.
- f. Provide information regarding 24-hour tech support with availability of service calls.
- g. Describe response time to service calls and associated costs.
- h. Describe ability to provide annual maintenance and associated costs. Provide a sample copy of a maintenance agreement.
- i. Describe services that may be required in the normal course of operating the systems that are not covered under the maintenance contract and associated costs.
- j. Describe all other services provided and associated costs.
- k. Provide hourly rates for onsite technicians. Specify rates by expertise level.

#### I. Installation/Equipment Requirements

- 1. All NVR/Server installations shall include
  - a. An appropriately sized Uninterruptible Power Supply (UPS). The UPS shall be sized to accommodate the server power consumption plus 15%.
  - b. A copy of the operating system and any other pre-installed software as well as any

- license keys.
- c. Video monitor of not less than 19”.
- d. All server installations shall include a USB mouse and keyboard.
- e. All servers shall have a recording capacity to allow thirty (30) days of video storage.
- 2. Network Switches used in camera system installation shall provide 1 gigabit data transfer capacity.
- 3. Fiber Optics
  - a. All fiber optic cabling shall be either:
    - i. Multi-mode – 62.5 micron terminated with an ST style connector
    - ii. Single Mode – terminated with an ST style connector
  - b. All SFP modules shall be gigabit transmission speed and be CISCO compliant.
- 4. Encoders shall be mounted in a 1U, 2U, or 4U rack and utilize the Avigilon encoder rack mount bracket.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

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



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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

**B. SPECIFIC PROPOSAL INSTRUCTIONS**

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

- 1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
- 3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
- 4. Offeror Data Sheet, included as *Attachment A* to this RFP.
- 5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

- 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$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](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous



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

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

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

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

- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## VIII. SPECIAL TERMS AND CONDITIONS

- A. 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 four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

- O. 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. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- S. 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.
- T. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- U. 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.

## IX. METHOD OF PAYMENT

The contractor will be paid based on 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 request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. 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. Add additional rows as needed. Any on-premises labor rates shall be inclusive of travel and other overhead.

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>.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
Project Supervisor Labor Rate \$/hour									
Technician Labor Rate \$/hour									
Helper Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour									
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
Project Supervisor Labor Rate \$/hour									
Technician Labor Rate \$/hour									
Helper Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour									
<b>Parts and Material Discount (% off MSRP)</b>									
Parts/Materials percent off MSRP									



<b>Other Fees</b>

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: [JMU Design and Construction Guidelines](#) (separate attachment)

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

Years \_\_\_\_\_ Months \_\_\_\_\_

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.


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

[ ] YES [ ] NO

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


## ATTACHMENT B

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

**Offeror Name:** \_\_\_\_\_ **Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer: \_\_\_\_\_

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person/No.

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

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

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

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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