



COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract No. UCPJMU6095

This contract entered into this 19th day of July 2021, by Axis Global Enterprises/ASI Security, Inc. 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-1120 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 21, 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: Ross Vierra
DocuSigned by: CB45083C158C488...
 (Signature)
Ross Vierra
 (Printed Name)
 Title: CEO/President

PURCHASING AGENCY:

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

NEGOTIATION SUMMARY

AXIS/ASI

RFP# MPM-1120 INTRUSION EQUIPMENT & INSTALLATION SERVICES

7/16/2021

The Primary Point of Contact for this Contract is:

Chris Roketenetz

1-757-857-4777

croketenetz@asisecurity.net

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.

	PRICING SCHEDULE BY ZONE								
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*									
Project Supervisor Labor Rate \$/hour	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$120.00	\$120.00
Technician Labor Rate \$/hour	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$100.00	\$100.00
Helper Labor Rate \$/hour	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$90.00	\$90.00
Project Estimator Labor Rate \$/hour	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$120.00	\$120.00
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Project Supervisor Labor Rate \$/hour	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$140.00	\$140.00
Technician Labor Rate \$/hour	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$120.00	\$120.00
Helper Labor Rate \$/hour	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$110.00	\$110.00
Project Estimator Labor Rate \$/hour	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$140.00	\$140.00
Parts and Material Discount (% off MSRP)									
Parts/Materials percent off MSRP	15%	20%	20%	15%	20%	18%	15%	15%	15%

*Box Sales will have an additional 10% discount applied and be drop shipped from manufacturer.

Other Fees	
Credit Card Fees	N/A

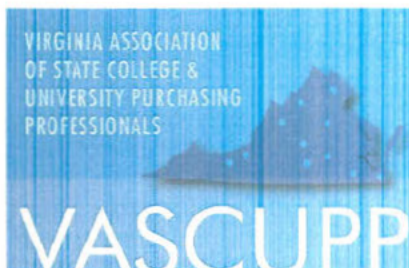


Request for Proposal

RFP# MPM-1120

Intrusion Equipment & Installation Services

5/26/2021



REQUEST FOR PROPOSAL

RFP# MPM-1120

Issue Date: 5/26/2021
Title: Intrusion Equipment & Installation Services
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:

Axis Global Enterprises / ASI Security Inc

1439 N. Great Neck Road Suite 100

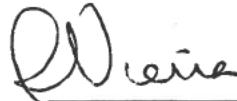
Virginia Beach Virginia 23454

Date: June 21 2021

Web Address: www.asisecurity.net

Email: croketenetz@asisecurity.net

By:



(Signature in Ink)

Name: Ross Vieira

(Please Print)

Title: CEO

Phone: 757-857-4777

Fax #: 757-857-1595

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

§ YES; Δ NO; IF YES ⇒⇒ ΔE SMALL; Δ WOMAN; ΔE MINORITY IF MINORITY: Δ AA; Δ HA; Δ AsA; Δ NW; Δ 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 Intrusion Equipment and Installation Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for 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. The University currently has in excess of 100 alarm panels installations throughout campus. The University operates our own central station to monitor these alarm systems. This system is located in the Campus Police Dispatch Center and is in operation 24 hours a day, 7 days a week. The installed alarm systems use standard analog POTS lines to communicate to the central station. The receiver for the central station is an Ademco MX8000 alarm receiver.

The University currently uses 4 different alarm manufacturer's equipment, DSC, First Alert, DMP, Honeywell Ademco.

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 (JMU) seeks to secure the services of contractors with direct experience and expertise in the security industry to provide intrusion equipment and installation services. These services will include but not be limited to, motion sensors, panic buttons, door contacts, keypads, temperature sensors on equipment, and other equipment based on specific needs. The contractor shall furnish all documentation, equipment, insurance, labor, materials, and supervision necessary to provide fully operational intrusion systems to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. James Madison reserves the right to obtain other cost estimates prior to authorizing work and to solicit and project separate and apart from the resultant contract(s) as may be deemed in the best interest of the University. Upon approval of the proposal 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

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. ASI will provide a site survey to determine the best course of action to repair or replace the system in question, once site survey is complete a formal proposal will be generated and presented for approval. Once the proposal is approved the operations team will be handed the project for implementation, parts will be ordered, and scheduling will be coordinated with the POC for the project. When the project is finished, testing and training will take place before turning the system over to the University.
- b. Describe experience in providing video surveillance installation services and equipment. Emphasize experience with other higher education institutions similar to James Madison University. Axis Global Enterprises / ASI Security is responsible for the RS2 Access Control System at Norfolk State University which encompasses upward of 200 doors of Access Control 300 Cameras on the IP Configure VMS platform. ASI is also responsible for the military bases in Hampton roads primarily Little Creek. ASI provides the ACS system for lenel and Hundreds of camera installations and services using the Avigilon product and integration for 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. ASI Security is doing cameras installations at multiple buildings for The US Navy Special Warfare Command using the Avigilon Camera system. \$427,000 total and time frame of 6 months for completion.

Ken Warburton (WARCOM)
Force Programs Officer (01FP)
ADCO | AT/FP | Safety | SAPR | Suicide
Naval Special Warfare Command
kenneth.warburton@socom.mil
619.537.1230 (Desk)
[REDACTED] (Mobile)

- d. ASI is Also providing and installing Axis Cameras throughout the entire City of Norfolk for multiple projects. \$150,000 total and additional being approved now for new projects. Time frame 2 months (New Construction)

Mia Lorenz
Procurement Specialist

1. Describe ability to design, deploy, and configure new systems and upgrades to existing systems, including expansions of additional cameras. **ASI has qualified personal to design, engineer with CAD drawings, configure, program, deploy electronic security and surveillance systems.**
 - 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. **Axis Global Enterprises / ASI Security honors all manufactures warranty as well gives a one year warranty on all labor on the project.**

2. 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. **Please see attached DCJS business license.**

- f. Identify and provide copies of any additional certifications and licenses that the contractor and/or employees currently hold. **Identicard, Lenel, Avigilon, DMP, IP Configure, Axis Cameras, Exacq Vision, RS2, Kantech, Ademco, Bosch, Identiv, Mircom**

3. 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. **Primary POC Chris Roketenetz over 20 years' experience in the electronic security and low voltage industry.**

Craig Marsh with 12 years' experience security for sales and coordination

Ed David with 25 years' experience in security and video for installation and engineering.

Jacob Horton over 10 years' experience in the electronic and holds 40 plus certifications from different manufacturers.

Cory Balsley DCJS 99-321038

Michael Gibbons DCJS 99-445975

Ramon Mejia DCJS 99-052730

Michael Murtland DCJS 99-472757

Michael Petty 99-191825

Ross Vierra DCJS 99-305347 Compliance Agent CA-1000961

- g. Describe in detail approach to backups and disaster recovery. .

ASI will back up all data bases on systems and will have replacement parts on hand for disaster recovery and will in-port data bases in new systems.

h. Describe invoicing procedure. Provide a sample invoice and proposal. .

Please see attached.

4. Identify other goods or services offered to James Madison University and associated costs. ASI also provides Access Control and Fire Systems design, installation, programing, training, and monitoring, the cost will be based on the current proposed labor rates and discount percentages.

i.

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. ASI Security is well versed in multiple camera lines, please see attach document some of the systems. Primarily Avigilon
- b. Describe experience with the installation of IP-based cameras. ASI Security is one of the Top Avigilon and Axis Camera dealers in the State of Virginia. ASI provides these services to the Navy, City of Norfolk, Suffolk public Schools, NSU and many more. ASI Employees offer over 100 years of experience with IP Cameras servicing and installation.
- c. Describe experience in the installation of Network Video Recorders. ASI Security has more than 25 years of experience installing Network Video Recorders and our employees have over 100 years' experience installing 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. Avigilon, Axis, Exacq, Illustra, Pelco, DWD, Hanwha, Bosch, Arecont.
- 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. Please see attached.

H. Service

Describe the training, expertise, and supervision of personnel assigned to service James Madison University. Each project will have a lead technician and a helper that is certified in the system that they are working, and a qualified project manager will be assigned on a case-by-case project.

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. ASI can support on a case-by-case basis on site visits to make recommendations and suggestions for equipment needs with a 48-hour notice.

Describe training plan for end users after installation is complete. Formal training will be setup and the completion of each project and coordinated with the POC so the university can schedule accordingly with all necessary personnel.

Describe typical turn-around time for projects. This is going to depend on the size of the project and the logistics.

Describe replacement of any malfunctioning/non-conforming equipment. Equipment that is malfunctioning that is non-conforming shall be replaced with any equal specs or better.

- a. Provide information regarding 24-hour tech support with availability of service calls. ASI has an on-call technician on duty 24 hours a day 7 days week 356 days a year to handle 24 hour yech support

Describe response time to service calls and associated costs. Critical systems service calls will be executed within 4 hours and non-critical service calls will be executed within 24 hours except on major holidays.

Describe ability to provide annual maintenance and associated costs. Provide a sample copy of a maintenance agreement. ASI could provide a maintenance program on all ESS Systems to include testing and inspecting. Please see attached sample maintenance contract.

Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract and associated costs. Camera lens cleaning, back up battery replacement, testing and inspecting systems.

- b. Describe all other services provided and associated costs. Please see attached.
- c. Provide hourly rates for onsite technicians. Specify rates by expertise level. Please see attached.

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.
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
	<hr/> 100

- 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) 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, 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.

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	
<u>Name of Purchasing Officer:</u> _____			

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; 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.

Project Supervisor Labor Rate \$/hour	110.00	110.00	110.00	110.00	110.00	110.00	110.00	120.00	120.00
Technician Labor Rate \$/hour	95.00	95.00	95.00	95.00	95.00	95.00	95.00	100.00	100.00
Helper Labor Rate \$/hour	75.00	75.00	75.00	75.00	75.00	75.00	75.00	90.00	90.00
Project Estimator Labor Rate \$/hour	105.00	105.00	105.00	105.00	105.00	105.00	105.00	120.00	120.00
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Project Supervisor Labor Rate \$/hour	125.00	125.00	125.00	125.00	125.00	125.00	125.00	140.00	140.00
Technician Labor Rate \$/hour	110.00	110.00	110.00	110.00	110.00	110.00	110.00	120.00	120.00
Helper Labor Rate \$/hour	95.00	95.00	95.00	95.00	95.00	95.00	95.00	110.00	110.00
Project Estimator Labor Rate \$/hour	125.00	125.00	125.00	125.00	125.00	125.00	125.00	140.00	140.00
21Parts and Material Discount (% off MSRP)									
Parts/Materials percent off MSRP	15%	20%	20%	15%	20%	18%	15%	15%	15%
Other Fees									

XII. 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)

Other Fees

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment 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 25__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 #
--------	-------------------	---------	---------------------------

Company: City of Norfolk

Contact: Mia Lorenz Procurement Specialist
Phone:(757-664-4787) _ Email : mia.lorenz@norfolk.gov
Dates of Service: 2014-Present \$ Value: >\$1Million

Company: VDOT

Contact: Tina M. Woody Contracts Manager
Phone:(757-570-3464) _Email: (tina.woody@vdot.virginia.gov)
Dates of Service: 2014-Present \$ Value: >\$500K_

Company: Department of the Navy – Naval Special Warfare Group

Contact: Susan L. Breid
Phone:(757-763-4368) _ Email : susan.bried@socom.mil
Dates of Service: 2017- Present\$ Value: >\$1Million

Company: Commonwealth Youth Challenge _ Camp Pendleton Army Reserve

Contact: Dan Breslin Director of IT
Phone (757) 335-2760
Email: DBreslin@vachallenge.org
Dates of Service: 2019 – Present \$ Value: >\$250K

School: Norfolk State University

Contact: Kenny Barnes Facilities Manager
Phone: (757) 779-9103
Email: Barnes, Kenneth <kbarnes@nsu.edu>
Dates Of Service: 2014-Present \$ Value: >250K

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

Ross Vierra 1439 N. Great Neck Road Virginia Beach Virginia 23454

Cristen Murtland 1439 N. Great Neck Road Virginia Beach Virginia 23454

Chris Roketenetz 1439 N. Great Neck Road Virginia Beach Virginia 23454

Craig Marsh 1439 N. Great Neck Road Virginia Beach Virginia 23454

Jacob Horton 1439 N. Great Neck Road Virginia Beach Virginia 23454

Ed David 1439 N. Great Neck Road Virginia Beach Virginia 23454

4.

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: Axis Global Enterprises / ASI Security Inc._

Preparer Name: Chris Roketenetz

Date: 06/21/2021

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

If yes, certification number: 687110_____ Certification date: 03-12-2013 through 04-05-2024

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: 687110_____ Certification date: 03-12-2013 through 04-05-2024

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

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

Date Form Completed: _____

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

Offeror / Proposer:

Address

Contact Person/No.

[illegible]

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____

(Signature)

By: _____

(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

INTRODUCTION TO ASI SECURITY

Since 1995, ASI Security has specialized in offering an integrated life-safety package to school systems, commercial properties, and the healthcare field that incorporate security, fire, CCTV, access control, nurse call, active shooter systems and many other life-safety systems. Acquired in 2014 by Axis Global Enterprises Inc. we are Virginia based company that is certified Minority and Service-Disabled Veteran Owned Small Business, SWaM and DME [MBE certified in Virginia, our goal is to provide planning, design, installation, implementation and service of a system that meets the needs of our customers.

ASI Security is a fully certified installation and service company. Stocking over \$100,000.00 in life-safety equipment, we are ideally suited to handle a wide range of facilities. We offer around the clock maintenance, service and monitoring to our clients servicing over 50 manufacturers. We stand alone in our commitment to excellent customer service and support.

DISPLAYING OUR COMMITMENT TO PROVIDE QUALITY SERVICE WE MEET THE FOLLOWING VIRGINIA LICENSE REQUIREMENT:

- ❑ Commonwealth of Virginia, Board for Contractors,
- ❑ Class A Contractor's License (Classifications: ALS, ESC, FAS, CBC, RBC)
- ❑ Commonwealth of Virginia, Department of Criminal Justice Private Security Services Certification

TECHNICAL CERTIFICATIONS



The ASI Security UL® certificate number is S8529-1. This listing is in the UUFx category of Protective Signaling Services - Monitoring Company.

All of ASI Security's technicians are fully licensed by the Virginia Department of Criminal Justice Services Protective Services as Electronic Security Technicians. ASI also holds manufacturer certifications for the following as well as additional not listed:

Digital Monitoring Products	Silent Knight
Securitron	Fire-Lite
Axis Cameras	Arecont Cameras
VmWare	Ademco
Bosch CCTV/Radionics/Securty	EXI Infant Abduction Roam Alert
CBC Ganz CCTV	ExacqVision Video
IDenticard Access Control	RS2 Technologies
Kaba Mas	VES

EQUIPMENT

ASI Security carries a full line of replacement products and parts for all systems installed and serviced by our technicians. We invite you to join our list of satisfied subscribers and we look forward to providing you with the highest quality of alarm system services available. Please call me if you have any questions concerning this proposal or if you need additional information.

FIRE SUPPRESSION/SPRINKLER SYSTEMS

ASI has the capability to handle fire suppression/sprinkler system inspections and maintenance through our partnership with several sprinkler providers in our local area.

NFPA AND FIRE ALARM CODE KNOWLEDGE

ASI Security has an experienced staff of seven Technicians and a dedicated System Engineer all with an excellent working knowledge of both national and local Fire Alarm codes. We also have a NICET Level IV and NICET Level III Certified Fire Alarm technicians and engineers on staff.

COMPANY STRUCTURE

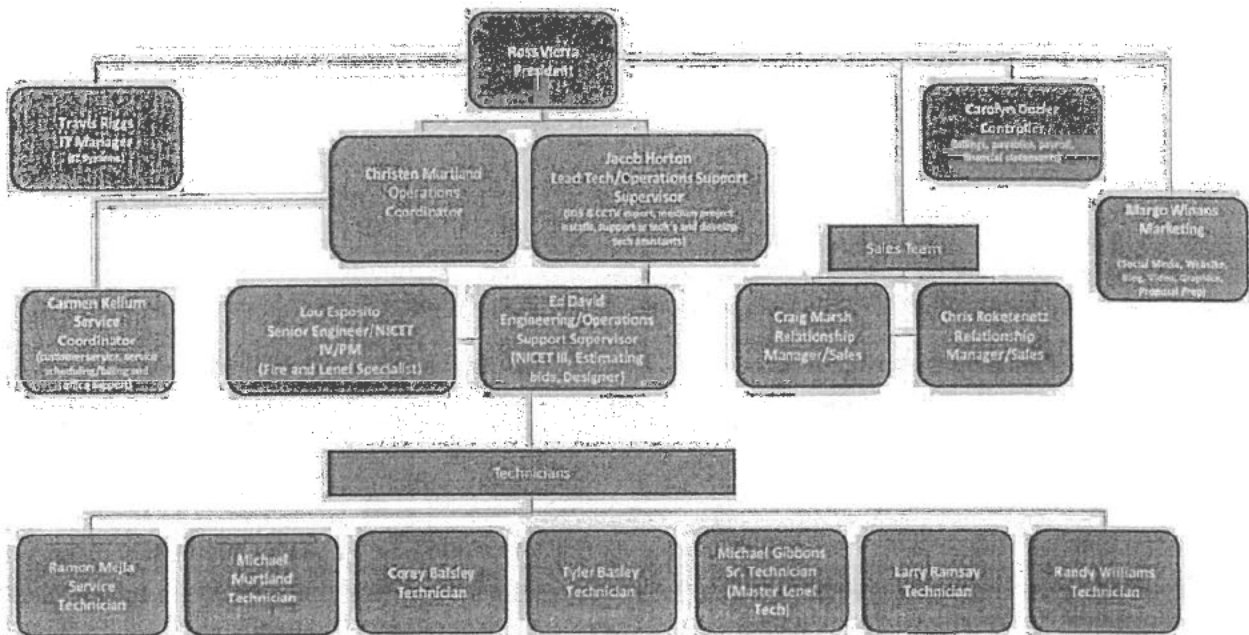
PRESIDENT AND CHIEF EXECUTIVE OFFICER:

The majority stockholder, **Ross D. Vierra**, a service-disabled veteran and Hispanic America business owner Ross is actively involved in the day-to-day operations and is responsible for all aspects of ASI Security.

OPERATIONS COORDINATOR	Cristen Murtland	cmurtland@ASISecurity.net
OPERATIONS SUPPORT SUPERVISOR	Jacob Horton	jhorton@ASISecurity.net
SENIOR FIRE ALARM DESIGNER AND PM (NICET LEVEL IV)	Lou Esposito	lesposito@ASISecurity.net
RELATIONSHIP MANAGERS	Craig Marsh and Chris Roketenetz	Sales@asisecurity.net
SERVICE MANAGER	Carmen Kellum	service@ASISecurity.net
SYSTEMS DESIGN ENGINEER:	Ed David	edavids@ASISecurity.net
CENTRAL STATION INFO:	Lou Esposito	lesposito@asisecurity.net
IT SERVICES:	Travis Riggs	triggs@ASISecurity.net

ORGANIZATIONAL CHART

Security Division - Organizational Chart



ASI STANDARDS

ETHICS

These are standards set to provide a safeguard and to prevent board members, employees and consultants of ASI from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business or other ties.

ASI Security has a strict policy regarding the ethical practices and behavior of all employees. Any situations that may from time to time arise that are not specifically covered in this policy should be reported immediately to the President for clarification and direction. All employees should use their own ethics in agreement with those of ASI Security to carry out any and all business affairs.

No employee, consultant or board member of ASI may participate in the selection, award or administration of a contract in which federal funds are used, in which he/she or his/her immediate family or partner has a financial interest or with whom he/she is negotiating or has any arrangement concerning prospective employment.

ASI requires that all employees and board members disclose in writing all business and family relationships, which might potentially create a conflict of interest. In addition, employees must disclose to the Board of Directors in writing the specifics of any plans to accept outside employment so that ASI may determine whether such outside employment has the potential for conflicting with the interests of ASI.

BRIBERY

ASI will immediately dismiss any employee, terminate the contract of any consultant or contractor found to have offered or accepted a bribe. It is against ASI Security policy to accept any and all gifts, donations, monetary remuneration or privilege from any vendor or providers of services to ASI Security without approval of the President. Any employee of ASI shall decline or return any gift and notify the Board of Directors.

Inquiries, solicitations and requests of questionable nature should be immediately brought to the attention of the President.

POLITICAL/LOBBYING ACTIVITY

No employee or consultant of ASI may engage in political activities during business hours. No employee or consultant of ASI may use ASI's name, facility or resources in connection with political activities. Employees may not solicit political support in any manner, which might suggest that ASI supports any political party, candidate or issue. No employee shall, in any manner, solicit financial assistance or subscription for any political party, candidate, fund, publication or for any other political purpose from ASI employees during normal business hours.

NONDISCRIMINATION

ASI is an equal opportunity employer and does not discriminate on the basis of sex, race, religion, national origin, pregnancy, age, marital status or disability in making employment or rendering service.

STAFFING APPROACH

ASI is very qualified and meets all criteria for the RFP scope of work, we have seven technicians in place that have all skills required to inspect, service and repair any and all of the existing systems in place in the County. All of our staff, both Technical and Administrative, are fully DCJS Certified and Licensed. ASI has personnel in place to do all scheduling of service, installs and inspections during normal working hours, after hours we have personnel in place to take all calls for service or emergencies and they in turn will provide the proper solutions to your calls.

Our normal office hours of operation are Monday thru Friday from 7:30am to 4:30pm. We have an after-hours answering service as well as a technician **on call 24/7**. Our response time to non-emergency issues is within 24 hours and our response time to emergency issues is under 2 hours, although we make every attempt to be well under those response times. We also provide phone support and can be contacted via our website, 24/7.

Please find the following attached as well:

- o Copies of their DCJS Registrations can be furnished upon request as well.
- o Our Corporate Virginia DCJS License.

WE BELIEVE .

We believe in exceeding our customers' expectations for courtesy, service and value.

We believe that happy, satisfied customers are a result of happy, satisfied employees.

We value creativity, productivity and loyalty while encouraging independent thinking and teamwork.

We believe that honesty, trust and respect are the foundations of good relationships, with our customers, our suppliers and each other. We believe that our future success is assured by our commitment to continuous improvement as individuals and as a team

TRAINING AND DEVELOPMENT PLAN

State of the art technology is a very volatile realm. Software/hardware developers constantly update platforms and user interfaces. It is crucial for a technology company, such as ours, to remain in a perpetual cycle of training and refresher sessions. ASI has formed strategic alliances with leading manufacturers of Fire alarm, Intrusion Detection, Electronic Access Control, Video Management and Information Systems. These alliances have granted us direct access to manufacturer training and certification programs. Our staff seizes every opportunity to enroll in these programs and actively achieve industry certifications.

In recent years, technology manufactures have trended towards open source and open architecture platforms. This shift from a proprietary market has made it possible for more technology integrators such as ASI to offer a wider array of products and services. This has also demanded that our techs be top notch and stay current on the latest software/hardware offerings.

To deliver the high quality protection in the manner desired by ASI, every employee is expected to perform with a high degree of competency and careful attention to detail while performing the duties and requirements of his/her position. Special training programs by ASI have been made a requirement, for all of our sales staff, technicians and engineers.

SECURITY CLEARANCE

Because of private information obtained through work at ASI, every employee must get a DCJS background check. Some of our senior technicians also have active Secret Security Clearances.

CONTINUING EDUCATION

TUITION ASSISTANCE

ASI Security recognizes that its most important assets are its employees. Therefore, continued education and training provide better performance and knowledge for future growth within ASI Security.

VENDOR TRAINING

Below is a list of that our staff participates in regularly (not limited to):

Premisys –Access Control and badging

ExacqVision- Video Management system training

Arecont- IP video optimization

DMP- Fire and Burglar Alarm systems

Lenel- Access Control System Integration

Bosch- Fire and Security Systems

MIRCOM- Fire and Voice Evacuation System

VES- Fire and Voice Evacuation system.

RS2 Technology- Access Control System integration

IPCONFIG

SEMINARS

ASI Staff take every opportunity to attend industry specific seminars. Below is a sample of some of the most recent seminars we attended

IP Video Optimization

Job Safety Standards

Fire Alarm Systems Code Management

Electronic Security Best Practices

QUALIFICATIONS

TECHNICAL CERTIFICATIONS

All of ASI Security's technicians are fully licensed by the Virginia Department of Criminal Justice Services as Electronic Security Technicians. ASI also holds manufacturer certifications for the following:

Digital Monitoring Products

Axis Communications Cameras

Mircom Fire Alarm

Lenel Access Control Integration

Securitron

RS-2 Access Control Integration

Bosch/Radionics

EXACQ Vision

Honeywell Ademco

Identicard Access

CAPABILITIES

ASI Security staff offer a varied line of services including:

Engineering of Systems

Fire Systems

CAD Drawing

Advanced Security Systems

System Integration

Commercial Security Systems

Access Control Systems

UL Monitoring

CCTV Systems

Fire/Sprinkler Inspections

EQUIPMENT

ASI Security carries a full line of replacement products and parts for all systems installed and serviced by our technicians. We invite you to join our list of satisfied subscribers and we look forward to providing you with the highest quality of alarm system services available. Please call me if you have any questions concerning this proposal.

STATE LICENSING

VA Class A Contractors – **2705134613**

VA SWaM Certification- **687110**

VA DCJS- **VA# 11-8792**

ASI LINE- CARD

FIRE SYSTEMS:

DMP	Fire-Lite by Honeywell	Bosch
Silent Knight	FCI Gamewell by Honeywell	
MIRCOM	Vista	FCI Gamewell

INTRUSION SYSTEMS:

DMP	Bosch	Ademco by Honeywell
2-GIG Technologies		

ACCESS CONTROL SYSTEMS:

RS2 Technologies	Identicard/Premisys	Assa-Abloy
DMP	Aiphone	Bosch
HID	HES	Altronix
Kantech	Avigilon	Hirsch

VIDEO MANAGEMENT SYSTEMS

Exacq	DVTel	Ganzvision
Bosch	Ocularis VMS	Videofied
Milestone	IC Realtime	GE
Samsung	Pelco	Orion

CCTV CAMERAS (ANALOG AND IP)

Axis	Arecont	Samsung
Bosch	DVTel	
	Avigilon	

FIRE CCTV AND SECURITY DEVICES:

Bogden	System Sensor	Cooper Wheelock
Securitron	Altronix	Optex
Hes	HID	Potter
Edco	Adams Rite	Orion
Powersonic	Pelco	

MEMBERSHIPS

NFPA
AGC
ASIS
PSA

Virginia Gentlemen Foundation
YMCA South Hampton Roads Board of Directors
SIA

REFERENCES

HEALTHCARE

Eastern Shore Medical Center
Security/Fire/ Access/ CCTV
Envoy of Williamsburg
Fire/Patient Call
Portsmouth Naval Hospital
Security/Door Access/CCTV

SCHOOLS

Suffolk Public Schools
Security/Fire
Norfolk Public Schools
Security/Fire/CCTV
Eastern Virginia Medical School
Security/Door Access/CCTV
Virginia Beach Public School
Security
Norfolk State University
Security/Door Access/CCTV
James Madison University
Security/Fire/Access/CCTV

MUNICIPALITIES/GOVERNMENT

City of Norfolk
Access Control/ Monitoring/CCTV/FIRE
James City County
Security/Fire/Monitoring
City of Suffolk
Security/Door Access/CCTV
City of Virginia Beach
Security
Department of Homeland Security
Security/Door Access/CCTV/Nurse Call
Camp Pendleton Youth Challenge
Security/Access/CCTV
Department of Treasury (US Mint)
CCTV
Department of Defense (US Army)
Security/Door Access
Department of Defense (US Navy)
Access Control/CCTV/IDS
Department of Defense (US Air Force)
CCTV/Access Control/IDS

RETAIL

Various Locations and Clients throughout US
Fire/Security/Access Control

Commonwealth of Virginia



Department of Criminal Justice Services
certifies that

AXIS GLOBAL ENTERPRISES, INC.
T/A: ASI SECURITY

has satisfied the licensing requirements for

Private Security Service Business

To provide services for:

BU06 Electronic Security Services

11-8792

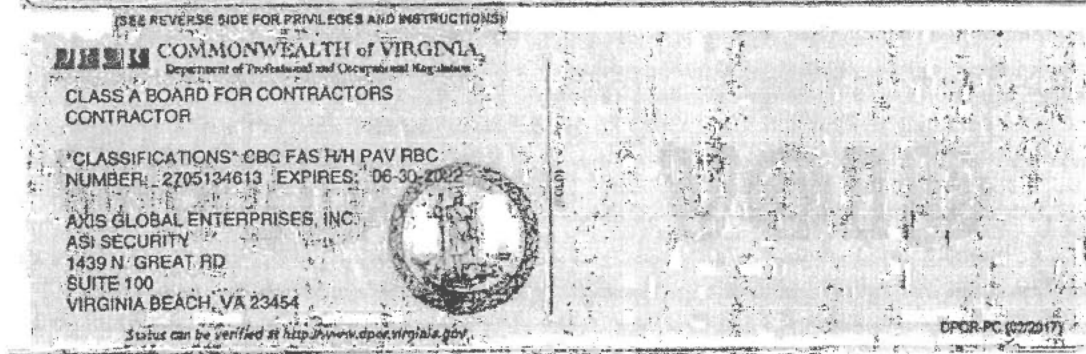
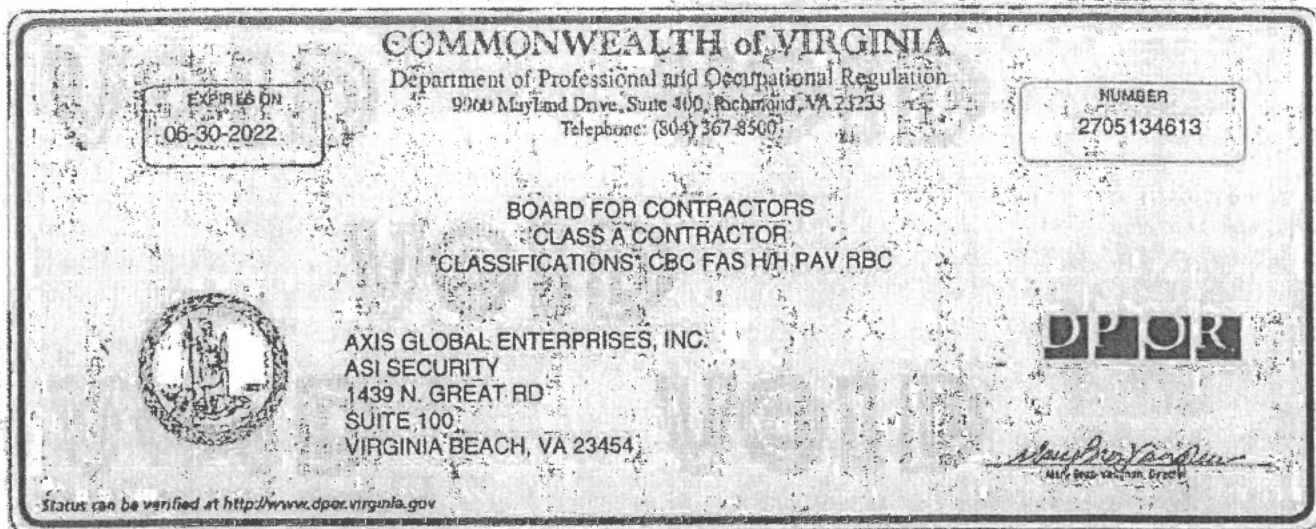
License #

2/28/2022

Expiration Date

Leon D. Baker, Jr.

Director, Licensure and Regulatory Services



5/12/2020

VIRGINIA - SCC



Entity Information

State Corporation Commission

Clark's Information System

Entity Information

Entity Name: Axis Global Enterprises, Inc. **Hi, ELIZABETH SEEKELY**

Entity ID: 07145733  0 

Entity Type: Stock Corporation

Entity Status: Active

Formation Date: 10/05/2009

Reason for Status: Active and In Good Standing

VA Qualification Date: 10/05/2009

Status Date: 11/14/2019

Industry Code: 0 - General

Period of Duration: Perpetual

Jurisdiction: VA

Annual Report Due Date: N/A

Registration Fee Due Date: Not Required

Charter Fee: \$50.00

Registered Agent Information

RA Type: Individual

Locality: VIRGINIA BEACH CITY

RA Qualification: Member of the Virginia State Bar

Name: MEAGAN J. KALANTAR

Registered Office Address: WILLIAMS MULLEN, 222 CENTRAL PARK AVE., STE
#1700, VIRGINIA BEACH, VA, 23462 - 0000, USA

Principal Office Address

Address: 1439 N. GREAT NECK RD., SUITE 100, VA BEACH,
VA, 23454 - 0000, USA



2021

PHILIP J. KELLAM
COMMISSIONER OF THE REVENUE
CITY OF VIRGINIA BEACH
CERTIFICATE OF BUSINESS LICENSE

2021



NAME AND ADDRESS	CERTIFICATE NUMBER	LOCATION OF BUSINESS		
AXIS GLOBAL ENTERPRISES INC T/A ASI SECURITY 1439 N GREAT NECK RD STE 100 VIRGINIA BEACH VA 23454-1347	2021-145709	1439 N GREAT NECK RD STE 100 VIRGINIA BEACH VA 23454-1347		
	PLEASE REFER TO THIS NUMBER IN ALL CORRESPONDENCE			
	BUSINESS ORIGINATION DATE	DATE ISSUED		
	01/01/2013	MONTH	DAY	YEAR
		3	26	2021

CERTIFICATE EXPIRES: December 31, 2021

THIS CERTIFICATE MUST BE AVAILABLE FOR INSPECTION AND IS NONTRANSFERABLE

Dear Taxpayer:

Thank you for your payment on your Virginia Beach Business License. Attached is your Business License Certificate and the amount shown was applied to this license. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION.** If you have questions concerning your business license, contact the Business Taxpayer Division by telephone at 757.385.4515; by facsimile at 757.385.4183; by electronic mail at business@VBgov.com All in-person transactions are conducted by appointment only; to schedule an appointment now, visit www.vbgov.com/cor. Please contact me personally if you have any additional questions or suggestion on how I may

Sincerely,

Philip J. Kellam, Commissioner

License # 2021-145709

Date of Receipt: 03/26/2021

Amount Paid: \$4,287.82

Cumulative Payment(s): \$4,287.83

Balance Due: \$0.00

- Save time, visit online at www.VBgov.com/cor

F

E

F

E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

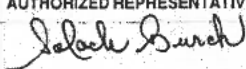
PRODUCER Core Assurance Partners, Inc. 300 32nd Street, Suite 400 Virginia Beach VA 23451	CONTACT NAME:	FAX (A/C, No): 757-965-8909	
	PHONE (A/C, No, Ext): 757-965-8900	E-MAIL ADDRESS: certificates@coreassurance.com	
INSURED Axis Global Enterprises Inc. 1439 North Great Neck Road, Suite 100 Virginia Beach VA 23454	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: The Charter Oak Fire Insurance Company		25615
	INSURER C: The Travelers Indemnity Company of Connecticut		25682
	INSURER D: Travelers Property Casualty Insurance Company		36161
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 630710056 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-3S512851-COF-21	6/5/2021	6/5/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	810-3S512119-21-26-G	6/5/2021	6/5/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-3S512795	6/5/2021	6/5/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-3S512722-21-26-G	6/5/2021	6/5/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Leased/Rented Equip			630-3S440795-TIL-21	6/5/2021	6/5/2022	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Information Only

CERTIFICATE HOLDER Axis Global Enterprises, Inc. 1439 N. Great Neck Road Suite 100 Virginia Beach VA 23453	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

CLIENT TESTIMONIALS - VENDOR LETTERS

**ASI Security**

1439 N. Great Neck Rd, Suite 100

Virginia Beach, VA. 23454

To Whom it may concern,

I am writing this letter of recommendation for Craig Marsh and ASI Security. We began our relationship with ASI Security last year. They have proven to be a very responsive, knowledgeable, dependable company to work with. Over the last several months we have had several orders with them that required quick changes and even some after hour calls. Craig and ASI have been very flexible and communicated with our team effectively. ASI has provided us with a well-trained staff, quality equipment and top-notch customer service. I am completely satisfied with the service we have received, and it is my hope to continue doing business with them moving forward.

Very Respectfully,

Dan Breslin

Director of IT / Logistics

Commonwealth Challenge Youth Academy

253 C Street, Camp Pendleton, Virginia Beach Va. 23451



November 24, 2020

RE: Axis Global Enterprises dba ASI Security, Virginia Beach, VA

To whom it may concern,

It has been a pleasure working with Lou Esposito and ASI over the contract *DEB20140310 - Fire Systems Maintenance - Electrical* period.

We have fire alarm equipment at the Hampton Roads Bridge Tunnel and we have been able to get the required PM inspections done on time and many repairs made using this contract and the services provided by ASI and their teams. In addition, we have found the response to our requests for pricing to be acceptable. Also, the response time to our urgent requests have enabled us to continue providing safe transportation to the public with little interruptions. They provide excellent service and their techs are professional and good to work with. We would recommend to anyone needing this type of service.

We look forward to working with ASI in the future.

Regards,

Tina M. Woody

VDOT/USF HRHT CMMS Contracts Manager

Cell: [REDACTED]



November 23, 2020

TO: State of Virginia Department of Procurement

RE: ASI Security Letter of Recommendation

I am writing this letter to recommend the services of ASI Security, a division of Axis Global Enterprises, Inc. The City of Norfolk has had the pleasure of working with Craig Marsh and his team at ASI Security for the past year. They have handled all of our access control needs for over 200 City facilities in such a manner that we have extended additional contracts and procurement activities to them.

Over the past year ASI has become our go-to vendor for not just access controls but also video surveillance and general scoping needs. Additionally, when the COVID-19 pandemic hit we were able to rely on Craig's team to provide an assortment of entry devices to include metal detectors, thermal imaging capabilities, and more. The team at ASI even went so far as to obtaining necessary software applications just to continue working on City projects. Craig has also been instrumental in contract administration, letting the City know when the contract limits were being reached despite the hold that might place on the work they were doing. ASI has become such an integral part of our day-to-day security and facility update operations that we no longer have to get multiple quotes on projects they perform – we already know they will provide the lowest price and the greatest quality with little to no oversight on our end.

In short, we would highly recommend working with ASI Security and we look forward to continuing to work with them in the future. Please don't hesitate to reach out should you have any questions or require any follow-up information.

Sincerely,

Mia Lorenz
Procurement Specialist
Mia.lorenz@norfolk.gov

Office of the Purchasing Agent
810 Union Street, Suite 303 ■ Norfolk, Virginia 23510
Phone: 757-664-4787 ■ Fax: 757-664-4018

ASI Security
VA# 11-8792

Security, Fire, CCTV, Access Control
www.ASIsecurity.net



DEPARTMENT OF THE NAVY
COMMANDER, NAVAL SPECIAL WARFARE GROUP FOUR
2220 SCHOFIELD ROAD, STE 100
VIRGINIA BEACH, VA 23459-2845

23 Nov 20

**From: Commander, Naval Special Warfare Group
FOUR To: Whom it may concern**

Subj: LETTER OF REFERENCE FOR ASI

1. ASI Security has been providing outstanding services to meet my command's security solutions since 2017.
2. Throughout their contract with my command, ASI has provided numerous timely emergency maintenance services with our existing Intrusion Detection System (IDS), access control and Closed Circuit Television (CCTV), with some of the emergencies being late at night or on the weekends. ASI has professionally upgraded our CCTV, IDS and access control to meet our ever changing needs and rapid growth. Also, upon a request for additions to our system, ASI quickly comes out and quotes our needs and provides expert installation. Often the technicians at ASI provide us with cost saving alternatives and expert advice on keeping our buildings security up to date with the latest technologies. We continually are extremely satisfied in the exceptional service we receive from all the technicians at ASI.
3. I would highly recommend ASI to any business that has a security need. The technicians are knowledgeable and the work they do is professional in every aspect.
4. If you need any further information on this company please do not hesitate to contact me at 757-763-4368 or via e-mail at susan.breid@socom.mil.

LX

SUSAN L. BREID
By direction



45 YEARS
1975-2020

November 24, 2020

Axis Global Enterprises Inc DbA Advanced Sensors, Inc 1439 N
Great Neck Road
Virginia Beach, Virginia 23454

To Whom It May Concern,

Over the past 45 years, DMP has become the most trusted and recognized leader in alarm communication over data networks and is the only privately owned security systems manufacturer that manufactures all products in the U.S. DMP provides customer-driven products through listening, anticipating needs, and responding quickly with innovative solutions that work. We insist on the integrity of our products and our people.

We realize that both Advanced Sensors, Inc and your customers have many choices when it comes to selecting vendors. DMP is a customer-focused organization and we are 100% dedicated to your success and the success of your customers. Advanced Sensors, Inc and DMP have had an active business relationship since September, 2014, with access to the full DMP products available, Technical/Customer Service/Inside Sales/Training and all other Support Services. In addition, Advanced Sensors, Inc professionals have received formal and informal training on DMP security, fire, access and network communication products.

We are confident and enthusiastic to recommend Advanced Sensors, Inc as an installation partner for our equipment. You can be assured that the partnership of DMP and Advanced Sensors, Inc will be able to satisfy your needs and exceed your expectations for security solutions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark NeSmith', written over a horizontal line.

Mark NeSmith
Vice President of Sales



November 24, 2020

To Whom It May Concern:

LenelS2, a division of UTC Fire & Security Americas Corporation, Inc., hereby confirms that Axis Global Enterprises, Inc. Dba ASI Security, 1439 N Great Neck Rd Ste 100, Virginia Beach, Virginia, 23454, United States has, as of the date of this letter and continuing through March 31, 2021, an agreement with LenelS2 that authorizes Axis Global Enterprises, Inc. Dba Asi Security to market, resell and implement Lenel products and support services in Virginia.

Sincerely,

Jeff Stanek
General Manager
LenelS2

LenelS2

1212 Pittsford-Victor Road
Pittsford, New York 14534

Tel 585.248.9720 Fax 585.248.9185

www.LenelS2.com

ASI Security
VA# 11-8792

Security, Fire, CCTV, Access Control
www.ASIsecurity.net



December 1st, 2020

Axis Global Enterprises Inc, DBA ASI Security
1439 N Great Neck Rd
Virginia Beach, VA 23454

To Whom It May Concern

Axis Global, ASI Security is an authorized engineered systems distributor of Mircom and Secutron manufactured fire detection and alarm products. They are certified and factory trained for purchase, installation, maintenance, design and service of our products and systems. Our products carry a three-year warranty on anything that we manufacture. In addition, Axis Global, ASI Security has access to any of our 3rd party OEM products such as System Sensor, Hyperspike, Xtralis, Wheelock, Fire Detection, Thermotech, Detronics, RSG and Air Products. Mircom offers design assistance, training, technical support, business development support to our engineered systems design partners.

Axis Global, ASI Security maintains an active status with Mircom and are in good standing.

Please contact me at the number below should you have any questions regarding the status of our partner.

Best regards,

Janet Geismar

Janet Geismar
SR. National Business Development Manager
Mircom Group of Companies
336-420-9229
www.Mircom.com
jgeismar@mircomgroup.com

USA
4575 Witmer Industrial Estates
Niagara Falls, NY 14305
888-660-4655

ASI Security
VA# 11-8792

Security, Fire, CCTV, Access Control
www.ASIsecurity.net

BRM - Blue Ridge Monitoring

1212 North Fant Street

Anderson, SC 29621

Mr. Esposito

Good afternoon. Per your request, I am providing you with some Information about the Services that BRM (Blue Ridge Monitoring) provides currently to ASI, along with other Services that are available to ASI. I am also providing some other pertinent Information about BRM (Blue Ridge Monitoring).

1. We are a UL Listed and FM Approved Central Station.
2. We are a Member in good standing with TMA (The Monitoring Association).
3. We are a 5-Diamond Central Station. All our Operators, Supervisors and Data Entry Personnel are 5-Diamond Certified with TMA (The Monitoring Association). There are over 2700 Central Stations in the USA and less than 10% hold this prestigious Accreditation.
4. Our Operators are also SIA Certified and have been through The Phone Doctor Multi-Course Training as well.
5. We have Fully Staffed Technical Engineering Services Onsite.
6. You have access to Online Account Management through our MicroKey Web Dealer Portal.
7. You have access to various Reports – Alarm Activity, Openings/Closings, Late to Test, AC Loss, Low Battery, Failure to Communicate, etc.
8. We offer Video Alarm Verification - Bosch CBS, CHekt, DMP, Videofied, Alarm.Com, etc.

We offer the Latest Communications Methods Including Cellular, IP, Regional Long-Range Radio, DMP, PERS TwoWay Voice, Elevator and Traditional Phone Lines (POTS) using Multiple Receiver & Format Options – Bosch, AES Intellinet, Alarmnet, Ultrasync, Uplink, Securennet, Alarm.Com, Starlink, Telguard, C24, etc.

Lastly, our biggest asset is our Employees. We have not only a tenured staff of Operators, Data Entry Personnel and Tech Support Team, but the Management Team has over 40 years in the Alarm Industry working for Alarm Dealers before becoming part of the BRM (Blue Ridge Monitoring) Central Station Team.

Should you need anything else from me, please don't hesitate to ask. Have a wonderful day and a Happy Thanksgiving Holiday.

John R Renner

Dealer Development Manager

BRM (Blue Ridge Monitoring)

1212 North Fant Street

Anderson, SC 29621

864-716-4546

johnrenner@blueridgemonitoring.com



400 Fisher Street
Suite G
Munster, IN 46321
Phone: 219-836-9002
Fax: 219-836-9102
www.rs2tech.com

December 10, 2020

To Whom it may Concern

Re: Authorized Dealer Status of Axis Global Enterprises

Sir/Madam:

Please let this letter serve as your assurance that Axis Global Enterprises is an Authorized Dealer in good standing with RS2 Technologies, LLC and has met all the Training and Certification requirements required to maintain that position, and are authorized to sell, install, and maintain our products.

With this Axis holds the certification with RS2 of third-party integrations, be it as Integrated Locksets, Biometrics, CCTV, Network Video Recording, Database Integrations and/or Intrusion Alarm systems.

If you have any questions, please do not hesitate to contact myself, David Bensky directly at (219) 836-9002 x235.

RS2 Technologies, LLC is a leading manufacturer of cutting-edge technology access control software that utilizes the industry's premier hardware. The company has been engaged in the access control industry since 1998 with over 12 years of experience with integrated systems. RS2 Technologies is dedicated to providing superior products by drawing upon modern engineering and design techniques, while utilizing our many years of technical experience in the security industry. We are dedicated to supporting our national dealer network through continuing education, rapid product development and a dedicated technical support group.

Thank you again for your interest in RS2 Technologies!

Sincerely,

David Bensky

Northeast Regional Sales Manager
RS2 Technologies, LLC
400 Fisher Street; Suite G
Munster, IN 46321

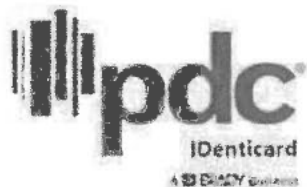
Phone: (219) 836-9002 x 235

Cell: [REDACTED]

Support: helpdesk.rs2tech.com

E-mail: dbensky@rs2tech.com

Web: www.rs2tech.com



11/23/20

To whom it may concern:

This letter confirms that PDC IDenticard recognizes the following company as a valued and authorized access control partner in good standing.

ASI Security

1439 N. Great Neck Rd #100 Virginia Beach, VA 23454-1347

ASI Security has technical support staff that has been trained and authorized to work with our PremiSys access control system. As an authorized partner, ASI Security has full support of PDC IDenticard in their efforts to market and support the end-users of access control and badging solutions.

Sincerely, Jon Nevison

Director of Sales

Email - jon_nevison@bradycorp.com

Cell - [REDACTED]

IPCONFIGURE

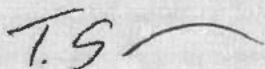
11/24/2020

To whom it may concern:

This letter confirms that IPConfigure Inc. recognizes ASI Security located at 1439 N. Great Neck Rd #100 Virginia Beach, VA 23454-1347 as an authorized partner and reseller of IPConfure solutions.

ASI Security has technical support staff that has been trained and authorized to work with IPConfigure's Orchid VMS and SteelFin servers. ASI security is also an authorized Fusion hosted reseller for IPConfigure.

Sincerely,
Tom Szykuc
Director of Sales



Email: tom@ipconfigure.com
Phone: 757.971.6400



November 25, 2020

Cristen Murtland

Operations Coordinator

AXIS GLOBAL ENTERPRISES INC.

1439 N GREAT NECK RD STE 100

VIRGINIA BEACH, VA 23454

Dear Cristen,

Our association with your company has been very fruitful over the past several years, and we wish to continue the same in the coming years. Working with valuable patrons like you will always motivate us to perform better and excel in our field. Attached you will find our 2020 line card of products that are available to you.

Sincerely,

Ron Vann
Sr. Inside Sales
ADI Global Distribution

2551 Eltham Avenue
Suite J
Norfolk, VA 23513
P: 757-855-9381
F: 757-855-9503
E: laron.vann@adiglobal.com

www.adiglobal.com/us



To whomever it may concern,

Anixter has been a proud distributor to ASI, Security DBA Axis Global Enterprises, Inc. since 2017 and continue to be year after year. They have access to multiple lines in the industry. Please see the link below to access the vendor list as well as the attached linecards.

https://www.anixter.com/en_us/manufacturers.html



Jarred Burnstein

Inside Sales Representative

Anixter Inc.

2995 Foothills Blvd Suite 200

Roseville | CA | 95747

Tel: 916.543.4113

Fax: 916.543.4020

Jarred.Burnstein@anixter.com

[Facebook](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)



GUARDIAN CERTIFIED DEALER LETTER

September 15, 2020

Axis Global Enterprises/ASI Security Attn: VP Sales/Contracts Administration

This letter is to confirm that Axis Global Enterprises/ASI Security, inclusive of its regional offices, is product certified, holds an agreement and is recommended by Shooter Detection Systems (SDS) to sell, install and provide post-sales support and service of the Guardian Active Shooter Detection System.

Axis Global Enterprises/ASI Security is in good standing with SDS and complies with all manufacturers required certifications to the highest standard.

Sincerely,

Stacie Hamner

Vice President, Contracts Division

M: [REDACTED] shamner@shooterdetectionsystems.com

300 Newburyport Turnpike, Rowley, MA 01969 Tel : 1-844-SHOT911 Fax : 1-978-432-1239 Email : sales@shooterdetectionsystems.com

ASI Security
VA# 11-8792

Security, Fire, CCTV, Access Control
www.ASIsecurity.net



PROJECT	James Madison University Alarm Monitoring
PAGES	
TO	James Madison University (JMU)
ATTN	Michael Morrison
FROM	Axis Global Enterprises, Inc. dba ASI Security – Craig Marsh
DATE	July 1, 2021

Thank you for considering ASI Security as your security service provider of choice. The intent of this Customer Service Program (CSP) is to assist you in maintaining your installed electronic security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system and to assist you in providing a safe and secure environment for your people, property and information.

ASI Security is committed to providing long-term customer satisfaction and support for VSA Ocean Trace Condos well beyond an initial system installation. All ASI Security installations include a standard warranty against all defects in material workmanship for a period of one (1) year as well as the following services:

- ✓ *Standard Product Warranty*
- ✓ *2-5 Business Day Response*
- ✓ *Standard T&M Rates*

An ASI Security Customer Service Program extends well beyond the standard coverage described above which includes the following service offerings as part of our Standard CSP Agreement:

- ✓ *Preventative Maintenance*
- ✓ *Preferred 24/7 Hourly Service Rate*
- ✓ *Next Business Day Response*

Beyond our Standard CSP Agreement, ASI Security also offers the following additional and customizable services as part of this Agreement.

- | | |
|---|---|
| <input checked="" type="checkbox"/> UL/ULC Listed Monitoring | <input type="checkbox"/> On-Site Systems Security Specialist |
| <input type="checkbox"/> Program Discretionary Fund | <input type="checkbox"/> Priority Emergency Service Response |
| <input checked="" type="checkbox"/> Comprehensive Labor Coverage | <input type="checkbox"/> Staff Training |
| <input type="checkbox"/> Comprehensive Component Coverage | <input type="checkbox"/> Enhanced Staff Training |
| <input type="checkbox"/> Remote On-Line Diagnostics | <input type="checkbox"/> Annual Software Support |
| <input type="checkbox"/> BR.com Web-based Inspection Reporting | <input type="checkbox"/> Database Management Services |
| <input type="checkbox"/> iCare Executive | |

STANDARD CSP SERVICE OFFERINGS

Preventive Maintenance - On a scheduled basis, ASI Security will provide security system preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations, and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of the Fire Alarm System.

Next Business Day Response - After a service call is placed under a standard Customer Service Program, ASI Security will respond (on-site) to customer service calls by the next business day Monday—Friday 8AM to 5PM.

Preferred 24/7 Hourly Rates - Customers with a ASI Security Customer Service Program automatically receive a preferred flat hourly labor rate for all time & material related service calls. Regardless of what time of day, what day of week, weekend, or holiday, our CSP customers will be charged a single flat rate for time & material work performed. This preferred flat rate can be found on the page two of this proposal.

OPTIONAL CSP SERVICE OFFERINGS

In addition to our standard Security Support Services, ASI Security offers the following customer selected support services:

UL Listed Monitoring

Included ☒

ASI Security provides customers with UL listed monitoring services providing customers with 24/7 facility alarm protection. ASI Security provides customers with fully redundant monitoring services resulting in an extraordinarily reliable monitoring network. Customers have access to monthly reports and for an additional fee can administer account information from a secured internet connection. This means that ASI Security, or customers themselves, can change emergency contact names and associated numbers directly from any internet connection.

Program Discretionary Fund

Included ☐

ASI Security understands the difficulty that customers face securing capital expense dollars to upgrade older technology or replace failed components. Our customers now decide how much money to include in the Program Discretionary Fund. The fund is intended to be used for repairs to the system, or technology upgrades to the system. Throughout the year, as parts are replaced or upgrades are implemented, the amount required to pay for these services will be deducted from the funding included in the Customer Service Program. This will be tracked throughout the year so that both the customer and ASI Security know exactly what the latest balance is for this fund. This Program Discretionary Fund will be required to be spent during each annual agreement period. The following annual dollar amount has been established for this Program Discretionary Fund: _____

Comprehensive Labor Coverage

Included ☒

For those customers seeking to manage their financial risk associated with emergency service and repair labor, this option is intended to provide comprehensive labor coverage upfront for: 1) Emergency Service Calls, 2) System Troubleshooting & Diagnostics, and 3) Component Repair Labor.

NOTE: Unless Priority On-Site Response Option is selected, this labor coverage will be provided during normal business hours (Monday Friday 8:00 AM to 5:00 PM)

Comprehensive Component Coverage

Included ☒

For those customers seeking to manage their financial risk associated with the replacement of failed system components, this option is intended to provide comprehensive component coverage for the equipment identified in the equipment list of this agreement.

NOTE: Components will be replaced with similar technology available at the time of such replacement. Technology upgrades or system enhancements, end of life and/or end of factory support items are not included as part of this coverage option. The Program Discretionary Fund may be used for these types of upgrades, if selected by customer in this agreement.

Remote On-Line Diagnostics

Included ☐

ASI Security will utilize an industry standard authentication technology to remotely access your security system and resolve technical issues in real time resulting in a savings of both time and system downtime. An ASI Security Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue cannot be resolved on-line, a more refined service response will result including the dispatching of a security service representative. In addition, remote service diagnostic support provides a valuable tool for your personnel by providing hands on training on system troubleshooting and software services.

On-Site Security Specialist

Included ☐

The On-Site Security Systems Specialist will report directly to ASI Security, with day-to-day accountability to our customer. Specific goals will be established and progress against these goals will be measured quarterly during a formal goal review meeting. The On-Site Security Systems Specialist shall manage and administer standards and security operations procedures and assist security personnel in day-to-day security system operations. This option provides customers with a dedicated resource ensuring system integrity, standardization, and continuity. This is accomplished through program management, technical skills, and innovative communication tools.

Priority Emergency Service Response

Included ☐

ASI Security realizes that many customers will require a more immediate response to service calls deemed to be priority one. By selecting this Priority On-Site Response option, ASI Security will commit to responding to these service calls on a 24/7 365 days a year basis as follows:

- | | |
|--------------------------------|---|
| Monday—Friday | <ul style="list-style-type: none">• Normal Business Hours: Four (4) Hour On-Site Response• After Hours: Four (4) Hour On-Site Response |
| Saturday/Sunday/Holiday | <ul style="list-style-type: none">• Four (4) Hour On-Site Response |

Staff Training

Included ☐

ASI Security provides on-going security system training services for your staff. Annually, ASI Security will provide a four (4) hour training course designed to improve the knowledge and efficiencies of your security staff. Training will be customized to your specific facility and system and will typically include the following topics: system architecture, overall system operation, alarm response procedures, troubleshooting techniques, management report generation, etc. The benefit of this training is that your staff will become more familiar and comfortable with the security system, and can respond effectively and efficiently to alarm situations.

Enhanced Staff Training

Included ☐

ASI Security Standard Customer Service Program includes four (4) hours of on-site operator training. Customers can add additional operator training blocks, in increments of four (4) hours each, to increase the level of training that will be required.

Annual Software Service

Included ☐

ASI Security provides customers a comprehensive security software support plan that allows them to keep pace with all software revisions and advancements as they are made available by manufacturers. Such revisions will keep your installed system operating with the latest technology. Software upgrades typically occur annually, however many times they have been released several times throughout a given calendar year. With the proliferation of technology, Software support is invaluable to those customers desirous of keeping their systems current. Covered software is identified in the equipment list of this proposal.

Database Management Services

Included ☐

ASI Security will supplement your internal system administration support by providing valued front-end database management services. These services include: 1) System programming changes; 2) Standard & custom report set-up and report generation; 3) On-site or web-based system database back-up and 4) General front-end system diagnostics. This valued service is intended to minimize system downtime and to ensure the system database is fully backed-up in the event of losing your valuable information.

NOTE: Pricing provided includes a 3.5% discount and assumes payment by personal check or cash. If invoice is to be paid by credit card, client forfeits associated discount for the totality of the transaction.

SUMMARY

SERVICE START DATE	July 1,2021				
PROGRAM DURATION	5 Years				
	Year 1	Year 2	Year 3	Year 4	Year 5
CSP Program Cost	\$4500	\$4500	\$4500	\$4500	\$4500
Scheduled Visits	<input checked="" type="checkbox"/> Annual. Preventative maintenance (PM) will be performed on the system during one scheduled visit. PM will be scheduled Monday - Friday during normal working hours of 8AM to 5PM.				
	<input type="checkbox"/> Semi-Annual. Preventative maintenance (PM) will be performed on the system during two scheduled visits throughout the year. PM will be scheduled Monday - Friday during normal work hours of 8AM to 5PM.				
	<input type="checkbox"/> Quarterly. Preventative maintenance (PM) will be performed on the system during four scheduled visits throughout the year. PM will be scheduled Monday - Friday during normal work hours of 8AM to 5PM.				
	<input type="checkbox"/> Monthly. Preventative maintenance (PM) will be performed on the system each month on scheduled visits. PM will be scheduled Monday - Friday during normal work hours of 8AM to 5PM.				
Time and Material Rates	Normal Hours (8AM—5 PM)	After-Hours (Monday-Saturday)	Sundays & Holidays		
GSA CSP Customers	\$0	\$0	\$0		
CSP Customer	\$0	\$0	\$0		
Non-CSP Customers	\$130.00	\$195.00	\$260.00		
	<ul style="list-style-type: none">• No mileage or travel time charge if within 50-mile radius of Virginia Beach.• Outside 50 mile radius, customer will be billed for travel time.• Emergency Service and T&M work will be subject to a 2.5 hour minimum.• Service rates subject to change without notice and applied at time of service.				
Payment Schedule	The CSP will be invoiced Monthly.				

Pricing for this Customer Service Program is valid for 45 days from the date of the proposal. If accepted, please sign and date below and return to ASI Security with the appropriate purchase order information.

Respectfully submitted by ASI Security

ASI SECURITY

Printed Name

Authorized Signature

Date

By signing below, I agree to the attached Terms and Conditions.

CUSTOMER

Printed Name

Authorized Signature

Date



EQUIPMENT LIST

Item		2 nd floor	3 rd floor	4 th floor	TOTALS	Comments
Reader	8	12	9	8	37	HID Multiclass readers (some Keypad, some Not)
PIR including REX	4	24	8		36	Plus one long range PIR detector, wall mount some PIR's used as REX device
REX button	4	11	9	5	29	Some doors also have PIR REX button might be disabled in that case
Mag lock	7	9	6	4	26	3 of the first floor doors have 2 mag locks each
Door strike	4		3	4	11	Read going in doors
BMS door switch	5		2		7	High secure door position switch
Scif IDS panel		2	1			DMP XR 500EAG
Keypad		2	1			DMP
Building alarm panel with keypad					1	Ademco Vista 32FB V32FB-Pak 1 ??? Location TBD

CLARIFICATIONS

1. Throughout this CSP Proposal, the term, "ASI Security" refers to the ASI Security' affiliate operating in the state/province in which the work is being performed.
2. This GSA CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this proposal, the proposal will renew upon the government's notification to exercise option periods. ASI Security reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement.
3. This GSA CSP Proposal assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by ASI Security, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this proposal and the CSP Program Cost adjusted accordingly.
4. Customer agrees at no cost to ASI Security:
 - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
 - b. To supply electrical service as required by ASI Security; and
 - c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when ASI Security is first notified of the emergency or failure and until such time that ASI Security notifies the Customer that the systems are operational or that the emergency has cleared.
5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this proposal and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the ASI Security Monitoring Service Agreement. Customer will also be required to execute the ASI Security Monitoring Service Agreement prior to the implementation of monitoring service.
7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a ASI Security representative after the Start Date of this proposal (hereinafter "Modification Event"), ASI Security shall have the right to exercise any or all of the following options in response to this Modification Event:
 - Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by ASI Security;
 - Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
 - Require termination of this proposal upon thirty (30) days notice to Customer, at ASI Security's option.
8. In the event that ASI Security discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, ASI Security is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by ASI Security. ASI Security, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. ASI Security shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless ASI Security from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.
9. Neither Customer nor ASI Security shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this proposal because of any delay in the performance of their respective obligations pursuant to this proposal due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by ASI Security due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.



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ENTERPRISES**
CONSTRUCTION | SECURITY | TECHNOLOGY



CUSTOMER SERVICE PROGRAM

10. Customer agrees to pay the amount due to ASI Security as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to ASI Security, ASI Security has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.
11. Any equipment or products installed by ASI Security in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ASI Security hereby assigns to Customer without recourse to ASI Security. Upon request by Customer, ASI Security will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ASI Security, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS PROPOSAL, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

ASI Security
1439 N. Great Neck Rd. Ste 100
Virginia Beach, VA 23454
Tel : (757)989-0718



Invoice Number
Sale Date
Due Date
CSID

11911
3/1/2020
3/31/2020
23007140

JMU
Michael Morrison
800 S Main st
Harrisonburg, Va 22807

Description	Qty	Price	*Net	Tax	Total
CSID: 23007140 Central Station Monitoring Service Period Covered: 03/01/2020 to 03/31/2020 inclusive.	1	\$23.00	\$23.00	\$0.00	\$23.00
TOTALS					\$23.00
Prior Payments On This Invoice					\$0.00
Total Due For This Invoice					\$23.00

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : James Madison University (JMU)



Due This Inv.		\$0.00	Amount Remitted	<input type="text"/>	Invoice Number	11911
Payment Method		Check <input type="checkbox"/>	Check Number	<input type="text"/>	Bill Payer ID	286
Charge* <input type="checkbox"/>		Card Number	<input type="text"/>	Date Remitted	CSID	23007140
Name On Card		<input type="text"/>	Billing Zipcode	<input type="text"/>	Exp Date	<input type="text"/>
Signature		<input type="text"/>	Card ID	<input type="text"/>		

*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa
Please remit to : ASI Security, 1439 N. Great Neck Rd. Ste 100, Virginia Beach, VA 23454

Inv No. 11911

ASI Security
1439 N. Great Neck Rd. Ste 100
Virginia Beach, VA 23454
Tel : (757)989-0718



Invoice Number 11911
Sale Date 3/1/2020
Due Date 3/31/2020
CSID 23007140

JMU
Michael Morrison
800 S Main st
Harrisonburg, Va 22807

Description	Qty	Price	Net	Tax	Total
CSID: 23007140 Central Station Monitoring Service Period Covered: 03/01/2020 to 03/31/2020 inclusive.	1	\$23.00	\$23.00	\$0.00	\$23.00
TOTALS		\$23.00	\$0.00	\$23.00	
Prior Payments On This Invoice				\$23.00	
Total Due For This Invoice				\$0.00	

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Name On Card		<input type="text"/>	Billing Zipcode	<input type="text"/>	Exp Date	<input type="text"/>
Signature		<input type="text"/>	Card ID	<input type="text"/>		

*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa
Please remit to : ASI Security, 1439 N. Great Neck Rd. Ste 100, Virginia Beach, VA 23454

Inv No. 11911



INTEGRATED SYSTEMS SPECIALIST

A DIVISION OF  **AXISGLOBAL**
ENTERPRISES

Proposal # 10545-2-0

JMU Intrusion Monitoring Proposal

Prepared for:

Michael Morrison

JMU Camera install for Softball Field
800 S Main St
Harrisonburg, VA 22807

P: 540-568-6181

E: morrismp@jmu.edu

Prepared By:

Craig Marsh
cmarsh@asisecurity.net
C: [REDACTED]

Proposal Issued:
6/23/2021

Proposal Valid To:
7/23/2021

1439 North Great Neck Rd
Suite 100
Virginia Beach, VA 23454

P: 757-857-4777
F: 757-857-1595

www.asisecurity.net

VA DCJS # 11-8792 | NC DCJS # 625-CSA

Michael Morrison
JMU Camera install for Softball Field
800 S Main St
Harrisonburg, VA 22807

Dear Michael Morrison,

Sincerely,

Craig Marsh

Relationship Manager

P: (757) 537-3588

E: cmarsh@asisecurity.net

C: (██████████)

ABOUT US

Since 1995, ASI Security has specialized in offering integrated life-safety and security packages to all vertical markets, including but not limited to school systems, small businesses, leisure and travel, local and federal government, retail, banking, multi-unit housing and healthcare.

ASI Security is a relationship driven organization that provides comprehensive integrated security management solutions and services. Our professional services include a complete range of offerings allowing us to support customers in the planning, design, implementation, integration and maintenance of state-of-the-art security systems, as well as solutions to many other business operating applications.

We incorporate Security, Fire, CCTV, Electronic Access Control, Intercom, Nurse Call and many other life-safety systems into our offerings. In addition to working directly with our end-user customers, ASI Security has the staff, experience and capabilities to work on large construction projects as a sub-contractor for both General and Electrical Contractors. Incorporated in the Commonwealth of Virginia, ASI Security is a certified 8a, MBE/DBE, Service Disabled Veteran Owned Business.

At ASI Security, the word is more than a popular industry term; it's how we serve our clients and our community every single day.

On the job, we pride ourselves on the ability to integrate and customize complex security operations. At the small, medium, enterprise and government levels, we can combine life safety, security and monitoring systems to keep your team on the cutting edge. We also provide full lifecycle management; that means we're your trusted partner for strategy, design, implementation and ongoing support.

OUR SERVICES

Consulting & Planning

The initial consultation for a project can many times be the most critical component to ensuring a successful result. As a business partner, ASI can plan and conduct site surveys, perform risk assessments, and develop a plan of corrective action or their clients. The following are some of ASI's standard services provided in consultation and planning:

- Conduct Site Surveys
- Perform Risk Assessments
- Provide Security Audits
- Identify Project Goals
- Develop Action Plans
- Recommend Innovative Technology Solutions
- Establish Budgets for Funding
- Develop Priorities and Schedules

Engineering & Design

Upon completion of the initial consultation phase, ASI's team of design engineers will review the client's application and select the best system solution to meet the client's project objectives within the framework of their budget. ASI's design approach typically incorporates a "layered security" protection plan. Our engineering staff is having numerous years of experience in the design of security system technologies and solutions.

- Preparation of Acceptance Test Plans
- Perform Risk Assessments
- System Design
- Technical Writing
- Development of Project Specifications
- Preparation of Submittal Packages
- Creation of System Drawings
- Archive Customer Site & System Documentation

Project Management

Project execution is performed through a highly structured Project Management program. ASI's Project Managers are empowered to make all decisions necessary to meet the client's goals and objectives. From inception to completion ASI will provide seamless execution of the clients expected deliverables.

- Project Installation
- Controlling Cost, Quality, Schedule & Scope
- Communication with Client & Project Team
- Managing People, Tasks and Time Value Engineering
- Ongoing Monitoring & Reporting
- Project Completion & Acceptance

Maintenance & Technical Support

At ASI we recognize that exceptional quality service is the key to our customer relationships and our existence. Our core commitment is to provide superior customer satisfaction. To achieve this, ASI has made investments to provide our valued customers the level of service that they not only expect, but demand. Our system maintenance and technical support services include:

- Factory Trained and Certified Personnel
- UL Certified Monitoring Station
- Phone Support by Tech Support Staff
- Customer Training Programs
- Field Service Technicians
- Preventive Maintenance Plans
- Fleet of Stocked Service Vehicles
- Software Support Programs
- Large Inventory of Support Equipment
- Full Service Maintenance Agreements
- 24 Hour "On-Call" Service Programs
- Centralized Service Dispatch Center

System Implementation

Administered by the ASI team, the implementation begins with a 'kick-off' meeting to review the project scope, plans and specs, budget, time line, materials and equipment, engineering and other pertinent information prior to ordering of the equipment. After project kick-off, the PM sets weekly meetings at which time team members report progress, discuss issues, and provide information necessary to keep the project on track and moving forward. Installation continues with meetings as required, field inspections, coordination of subcontractors and other trades, cabling, device mounting and terminations.



Scope of Work

Setup alarm panel monitoring with the call monitoring center, send signals and program panel.

Intrusion Monitoring (Bill Of Material)

Monthly Recurring:

Description	Ext.Price
Intrusion Monitoring at 23.00 per month invoiced monthly, 36 month term	\$23.00

Monthly Recurring Subtotal	\$23.00
-----------------------------------	----------------

Financial Summary

Total Equipment	\$0.00
Total Proposal Amount	\$0.00
	\$0.00
Monthly Recurring	\$23.00

Performance and Clarification Items

Yes	No	Description	Yes	No	Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Material as listed on Bill of Materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation and Power of CCTV Cameras
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Applicable Taxes Included	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation and Power of Intrusion Panels
<input type="checkbox"/>	<input checked="" type="checkbox"/>	One Year Warranty on Parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation and Power of Intercom System
<input type="checkbox"/>	<input checked="" type="checkbox"/>	90 Day Warranty on Labor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation and Power of Video Recorders (DVR/NVR)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Low Voltage Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lifts
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Submittal Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Stopping (Excluding Existing Penetrations)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	System is Design/Build	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrified Door Hardware
<input type="checkbox"/>	<input checked="" type="checkbox"/>	System Meets Plans/Drawings Provided by Customer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	On-Site Lockable Storage Facility
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mounting/Termination of Proposed Devices	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Servers and Workstations by Others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Project Management	<input type="checkbox"/>	<input checked="" type="checkbox"/>	System Programming
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dongle/Software Licensing Required
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Wire and Cable	<input type="checkbox"/>	<input checked="" type="checkbox"/>	As Built Drawings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Wire Hangers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Operations and Maintenance Manuals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Conduit and Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owner Training
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Specialty Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final Inspection and Testing of all Proposed Devices
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Connection to Building Fire Alarm Panel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Requirements Confirmed (e.g. AIA)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation and Power of Control Panels			



TERMS & CONDITIONS

TERMS AND CONDITIONS FOR SALES AND SERVICES

In consideration of the mutual promises and covenants hereinafter specified, and for other good and valuable consideration, the parties hereto do, for themselves, their successors and assigns mutually agree as follows:

1. ORDER ACCEPTANCE

These terms and conditions apply to all Customer orders for systems sales and services offered by ASI; which include, but are not limited to, CCTV, access control, intercoms, alarms, Code Alert, detection systems, identification systems, and/or other related systems. The customer wishes to contract with ASI to provide these products and services on either an "on call" or contract basis to the Customer's various systems.

2. PREVIOUS AND NEW INSTALLATIONS

Customer hereby represents that it has contracted, or may contract with ASI for the installation of an electronic security systems or other services or products or associated equipment at one or more premises owned or occupied by the Customer; and that the Customer may desire additional continued ASI services for the above. Upon receipt of a Customer purchase order, a ASI coordinator will be in contact with the Customer to schedule a mutually agreeable time for any services; which could include the installation of new systems or components.

3. DELIVERY OF DIRECT SALE EQUIPMENT Services may include the direct sale of equipment or replacement parts. Dates quoted for equipment are approximate and are based upon proper receipt of all necessary information, documents, and materials that are required to be furnished by Customer.

Delivery of products will be by UPS ground unless otherwise specified. Overnight or other special delivery will be made at added charge to Customer. All sales are F.O.B. Manufacturer's shipping point unless otherwise specified on Customer's purchase order. ASI shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond ASI's reasonable control.

4. PRICES, PAYMENTS, TAXES; CHARGES

Standard ASI payment terms are as follows:

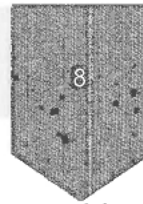
Except as provided below, all contracted services require payment in full, due upon receipt of invoice.

Installation contracts or services in excess of \$5000 in charges require - A.) 30% down payment. B.) 100% payment of stored materials upon receipt at ASI's warehouse. Inspection of billed products by Customer at ASI's warehouse will be permitted. C.) Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges. D.) Final charges will be billed upon final completion of the job. All billings shall be net due upon receipt of invoice.

Customer is responsible for all taxes; except if the Customer represents that it is tax exempt under sections 501(a) and 501(c) of the Internal Revenue Code of the United States, and under the applicable laws of any State due any tax. If Customer represents that all sales, use or business taxes or personal property taxes and all fees imposed by municipal, state, and/or federal authorities in connection with the systems and services to be performed or sold by ASI are tax exempt. Customer agrees to hold ASI harmless from and to indemnify ASI against any of the foregoing charges if the exempt status is incorrect, discontinued, or modified.

5. CONSTRUCTION AND REMEDIES

The contract shall be deemed to have been entered into and shall be construed and interpreted in accordance with the



UNIFORM COMMERCIAL CODE of the State of Virginia. The illegality of any particular provision or provisions of this agreement shall not affect the remaining obligations of the Customer or of ASI as set forth herein. Waiver by ASI of a breach by customer of any provisions of this agreement shall not be deemed a waiver of future compliance therewith and such provision, as well as other provisions hereunder shall remain in full force and effect. The parties consent to exclusive jurisdiction as to all disputes between them in the courts of the State of Virginia. Finance charges shall accrue at the rate of 2% per month if not paid when due, or the maximum rates allowed by law. ASI shall recover its courts costs and attorney's fees in enforcing its rights hereunder.

6. INSTALLATION / SERVICE LABOR

All contract work will be calculated at ASI standard billing rates in effect as of the date of any work performed on a per-man per-hour basis for the estimated hours to complete the project. ASI reserves the right to bill for the full charges in excess of the estimate. Time and material services or installation charges will be at ASI's standard rates in effect as of the date the services are provided. Saturday and overtime rates will be charged at time and one-half of ASI'S standard rates; Sundays and Holidays will be charged at two times ASI's standard labor billing rates. Other incidental charges such as tolls, travel, hotels, etc. as applicable, will be added to invoices.

7. WARRANTY

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. ASI shall specifically not have any liability under this agreement for any equipment malfunction or failure attributable to neglect, misuse, abuse, accidents, damages caused by fire, water, or any other type of catastrophe or Act of God, or if at any time the power supplied to any part of the equipment exceeds the rated tolerance, or for any unauthorized repairs, modifications, relocations or reinstallation of equipment by anyone other than an employee of ASI. If at any time, any person, company, or entity other than ASI or an approved agent for ASI provides a connection, addition, or integration to any software or equipment under an ASI warranty, that warranty will be voided and immediately terminated.

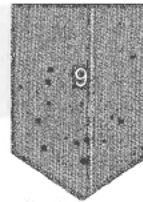
ASI's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Customer's exclusive remedy for breach of this warranty shall be the repair of any defective labor. In no event shall ASI be liable for consequential, incidental, or special damages. Except as provided herein, ASI makes no warranties or a representation to the Customer, and Customer hereby waives any liability against ASI including, but not limited to, claims based on negligent misrepresentation or manufacture. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

These warranty provisions shall apply only where Purchaser purchased from ASI all of the components of the electronics system, software, central controllers, peripherals, equipment accessories and auxiliary equipment as these terms are defined in manufacturers' manuals.

ASI DOES NOT WARRANT AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY ON COMPONENTS PURCHASED FROM IT WHICH ARE USED IN CONJUNCTION WITH COMPONENTS PURCHASED FROM ANOTHER MANUFACTURER OR SUPPLIER AND ASI SHALL BE UNDER NO OBLIGATION TO PROVIDE EITHER MAINTENANCE, SERVICE OR SUPPORT FOR ANY SUCH SYSTEM.

8. ASI Security (ASI) IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

IT IS UNDERSTOOD AND AGREED THAT ASI IS NOT AN INSURER AND IF INSURANCE IS DESIRED TO PROTECT THE CUSTOMER, IT SHALL BE OBTAINED BY THE CUSTOMER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SYSTEMS AND SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF



THE CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE CUSTOMER'S PREMISES OR THE POTENTIAL LIABILITY OF THE CUSTOMER; THAT ASI. MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THAT THE SYSTEMS AND SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT OR THAT SAME CANNOT BE COMPROMISED OR CIRCUMVENTED. THE CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT IN ANY MANNER FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF ANY SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO THE CUSTOMER BECAUSE OF THESE AND OTHER CONSIDERATIONS:

- A.) THE UNCERTAIN VALUE OR LIABILITY ISSUES WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT; OR
- B.) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE OR SECURITY PERSONNEL AS A RESULT OF ANY SIGNAL BEING RECEIVED; OR
- C.) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY ASI'S FAILURE TO PERFORM OR BY THE SYSTEM'S OR EQUIPMENT'S OPERATION OR FAILURE TO OPERATE; OR
- D.) THE NATURE OF THE SYSTEMS AND SERVICES TO BE PERFORMED BY ASI; OR
- E.) CUSTOMER UNDERSTANDS AND AGREES THAT IF ASI SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE SYSTEMS AND SERVICES OR EQUIPMENT IN ANY RESPECT WHATSOEVER, LIABILITY SHALL BE LIMITED TO TWO HUNDRED FIFTY DOLLARS (\$250.00) AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF ASI, ITS AGENTS, ASSIGNS OR EMPLOYEES. IN NO EVENT WILL ASI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY ALL CLAIMS AGAINST ASI ARE TO BE MADE WITHIN THREE (3) MONTHS OF THE OCCURRENCE OR THE CUSTOMER'S AWARENESS OF THE OCCURRENCE; OR
- F.) SPECIAL SYSTEMS SUCH AS INFANT ABDUCTION, WANDERING PATIENTS OR ANY SYSTEM OR PRODUCT IS SOLELY INTENDED TO PROVIDE AN ADDITIONAL SAFEGUARD IN DETECTING WANDERING PATIENTS, ATTEMPTED ABDUCTIONS OF AN INFANT, OR OTHER EVENTS. IN NO WAY DOES ASI IMPLY THAT ANY EQUIPMENT MANUFACTURED OR SUPPLIED BY THEM IS INFALLIBLE; OR THAT ANY SYSTEM CAN PREVENT OR DETECT ANY CRIMINAL ACT.

9. THIRD PARTY INDEMNIFICATIONS

In the event any person not a party to this Agreement, including, but not limited to the Customer, shall make any claims or file any lawsuit against ASI for any reason related to ASI's obligations pursuant to this Agreement, the Customer agrees to indemnify, defend, and hold ASI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, strict or product liability or otherwise on the part of ASI, its agents, servants, or employees. If a jury finds ASI liable due to its sole negligence or gross misconduct, the Customer may seek to recover damages from ASI.

10. DISPUTES, Virginia LAW

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute, which cannot be so resolved, shall be resolved in either the District Court of Richmond, Virginia, or (depending upon the amount in controversy) the Circuit Court for Virginia Beach Virginia. Both parties hereby waive their right to a jury trial. This Agreement shall be governed in all respects by the laws of the State of Virginia without regard to conflict of law provisions. In the event that ASI Security shall substantially prevail in any such court proceeding, ASI Security shall be entitled to recover from CUSTOMER all of ASI Security attorney's fees and legal costs.

11. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS WAIVER

This writing is intended by the parties as a final expression of their agreement for all transactions, and as a complete and exclusive statement of the terms thereof and the Customer has read and understands this entire Agreement. This Agreement supersedes all other representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This agreement shall govern all future Customer orders unless the terms herein are expressly varied by such order. This Agreement can only be modified or terminated in writing and signed by the parties or their duly authorized agent. All notices shall be in writing and sent to the address of each party set forth herein or such other address as from time to time either party shall set forth in writing to the other. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement is to be performed in the State of Maryland and shall be governed by the laws of the State of Virginia. Use of any gender shall include all genders and the singular shall include the plural, and vice versa, All titles are for convenience of reference only and shall not limit the provisions hereof.

Proposal Acceptance:

Hereof by and between ASI Security (ASI), 1439 N Great Neck Road, Suite 100, Virginia Beach 23454 and JMU Camera install for Softball Field auto generated from proposal creation. I have read the ***General Terms and Conditions of the sale***, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the ***Customers Responsibilities*** section of the agreement as well as the ***Schedule of Equipment*** as listed.

I hereby certify that I am authorized by my company to sign this agreement. ASI Security is hereby authorized to perform the work as specified.

ASI Security
Name: Craig Marsh

JMU Camera install for Softball Field
Name: Michael Morrison

Signature: _____

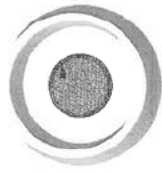
Signature: _____

Title: Relationship Manager _____

Title: _____

Date: _____

Date: _____



AXISGLOBAL ENTERPRISES

CONSTRUCTION | SECURITY | TECHNOLOGY

Ross D. Vierra

Email: rvierra@axisge.com

WORK EXPERIENCE

Axis Global Enterprises Inc |ASI Security

CEO/President: October 2011 -Present

- Licensed Virginia Class "A" General Contractor (Certified in Commercial and Residential Building, and Security Integration Technology)
- Active Security Clearance
- Grew company from startup to over \$20 Million; started with a team of 2 and company now has over 40 employees.
- Skilled in all areas of general contracting construction and security systems management and operations
- Expert in Marketing and Public Relations and active speaker
- Handles all estimating, scheduling and field management
- Responsible for developing and executing strategic vision and grow of the company
- Directly responsible for all financial management, budgets, schedules to include setting up corporate accounts with vendors, banking relationships, ensuring accounting practices comply to GAAP standards
- Direct and develop all business operational systems and quality control measures; as well as contract management
- Responsible for the human resource management for the company and is the sole director of the board
- Ensure profitability through cash flow management, capital resources, and business development and marketing operations
- Developed and implements all marketing efforts, sales campaigns, and IT needs for the company
- Fire Arms Expert and Licensed FFL, Master Diver and Advanced Scuba Instructor

RMV Investments Inc.

PARTNER: MAY 2009- 2011

- Real Estate Consulting (Development of Hospitality/Vacation Ownership Resorts)
- Parking Lot Development for commercial clients
- Lead Construction management services and directed owners and architects on new projects and renovation for multifamily and hospitality properties
- Development financial modeling, investment performance matrix and schedules of project development
- Development of New Vacation Ownership Company and Brand marketing and public relations
- Working to establish network for International Investors through EB5 Immigration Investor Program and creation of Regional Centers in Virginia

Bay Breeze Development Virginia Beach

VICE-PRESIDENT: May 2007 – March 2009

- Responsible for the development and Operation of several new successful businesses
- Lead the property management division and doubled size of the company holding
- Acquisition Analysis and Due Diligence of several multimillion dollar commercial investment properties
- Created financial models and derived strategy to improve cash flow and profitability while increase market share within the industry
- Developed and Operated the Marketing and Customer Service Division for single family home building companies
- Business and Real Estate Development

US Naval Officer Norfolk, Virginia

Ensign – Lieutenant: MAY 2000-MAY 2007

- Surface Warfare Officer School 2000-2001
- Division Officer: USS Ross (DDG-71) Strike Officer 2001- 2003

- OOD and SWO Certified
- Officer in Charge: Fleet Forces Command APS DET Tactical Tomahawk Mission Certified Mission Planner CVW17-CV-67 Kennedy
- Operational Test Director: Commander Operational Test and Evaluation Command Norfolk, VA
- Deployed in Support of Operation Iraqi Freedom and Operation Enduring Freedom Campaigns

EDUCATION

HARVARD BUSINESS SCHOOL- Boston, MA
 Owner President Management (OPM Class 56) May 2019- March 2021

TROY STATE UNIVERSITY – Alabama-Norfolk, VA Campus
 Master of Science- Business/Human Resource Management: May 2005

VIRGINIA TECH – Blacksburg, Virginia
 Bachelor of Science- Political Science-Pre-Law and Leadership/Management Minor: May 2000

PROFESSIONAL ORGANIZATIONS

- Young Presidents Organization (YPO) – Worldwide
- Board of Trustee Virginia Chamber of Commerce
- Member VA American General Contractors
- Board of Directors and Founder Virginia Gentlemen Foundation
- Builder and Contractor Exchange
- Urban Land Institute Hampton Roads Executive Committee member and Vice Chair for Young Leader Program 2008-Present
- Graduate of 2007 Leadership Hampton Roads Program- Hampton Roads Chamber of Commerce
- Member of HRACRE and serve on the Legislative and Local Affair Committee
- Appointed by City of Virginia Beach City Council to the Bike and Trails Committee
- Licensed Real Estate Agent and CCIM Candidate
- Round Table of Business Leaders
- Member of the Nation Association of Realtors
- Member Hampton Roads Association of Realtors
- Life-Member Virginia Tech Rescue Squad

SERVICE /AWARDS

- Named Top 40 Under 40 Business Leader in Hampton Road 2012
- Virginia Gentlemen Foundation Inc- Elected Chairman 2012
- Virginia Gentlemen Foundation Inc.- Founding Board Member and CFO-2007 to 2012
- Prevent Child Abuse Hampton Roads – Board of Director 2007-2012
- Noblemen – 2006 –2014
- Virginia Tech Rescue Squad -Operational Officer and Emergency Medical Technician -1997-2000
- Virginia Tech Rescue Squad – Elected to Life-Member – 2000-Present



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Christopher Roketenetz

Profile

Experienced in electronic security sales, system design and project management. Able to speak with customers, process proposals, and work orders. Has previously worked with a variety of builders and builder associations. Driven to help companies grow and develop. Cost tracking, scheduling of projects for an on time and on budget completion.

Experience

Account Executive, Axis G.E./ ASI Security; Virginia Beach, VA 2019-Present

Responsible for current commercial customers including state, local and federal governments by selling burglar arms, fire control systems, CCTV and access control systems.

Account Executive, Tyco Integrated Security; Norfolk, VA 2016-2019

Responsible for current commercial customers including state and local governments by selling burglar arms, fire control systems, and access control systems. Expanded the current clientele base. Proficient in Sales Force and Compass.

Sales, ADT Security Services; Virginia Beach, VA 2016

Expanded ADT's clientele base by making phone calls, house visits, and business appointments to sell systems to renters, homeowners, and businesses. Ensured customer satisfaction by attending installation sites and checking in after the job was complete.

Vice President, Audio Visual Solutions; Yorktown, VA 2002-2016

Responsible for day to day operations. Generated leads, sales, and closed on numerous contracts. Developed an extensive customer base. Partnered to establish a competitive company in the audio-visual and electronic security fields. Responsible for hiring all new employees. Managed all areas of the business. 50% owner.

Project Manager, Sound Approach; Newport News, VA 2000-2002

Gained experience in managing contracts from start to finish. Conceptualized to meet customers specific needs. Problem solved to make sure jobs were completed expertly and efficiently.

Corporate 1439 N. Great Neck Road, Suite 100, Virginia Beach, VA 23454 t 757.857.4777 f 757.857.1595 w axisge.com
ASI Security Division t 757.989.0718 f 757.857.1595 w asisecurity.net

VA CLASS A GENERAL CONTRACTOR | DCJS #11-8792 | SDVOSB DBE | SWAM MBE | SBA 8A

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ASI
SECURITY

INTEGRATED SYSTEMS SPECIALIST

President, All Seasons Lawn & Maintenance, Yorktown, VA 1996-2000

Developed a lawn and care business that dealt with a variety of customers. Able to negotiate terms with customers to benefit the company's and their needs.

Responsible for communicating with, training, and hiring all new employees.

Skills

Word Processor, Excel, QuickBooks

Elan Home Systems, Elk Security, DSC Security, Ever Focus DVR, Hike

Vision Exacq Vision Compliance Agent for DCJS, DCJS Sales

Registration, Qualified Individual for Class A Contractor License.

Identocard Certified

Secret Clearance

References

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CRAIG MARSH

(757) 989-0718
Virginia Beach, VA 23454
cmarsh@asisecurity.net

PROFESSIONAL SUMMARY

Highly motivated Sales Associate with extensive customer service and sales experience. Outgoing sales professional with track record of driving increased sales, improving buying experience and elevating company profile with target market. Consistently recognized for sales performance and excellence in customer service.

SKILLS

Sales	Product promotions
Product and Service Sales	Excellent people skills
Point of Sale Knowledge	Merchandising understanding
Exceptional Customer Service	Social perceptiveness
Professional demeanor	Contract preparation
Problem-solving skills	Sales training
Sales expertise	Multi-tasking strength

WORK HISTORY

Sales Associate • *ASI Security*

Virginia Beach, Virginia • April 2019 to present

- Increased sales by over 50% by offering consultation on products and services and applying customer service and upselling techniques.
- Closed over \$1,000,000 in sales each year, including preparing contracts and processing order forms.
- Engaged with customers to effectively build rapport and lasting relationships.
- Completed orders through our system and organized product deliveries to meet customer timetables.
- Boosted sales by conferring with customers to evaluate their security needs, requirements and recommend best-fit company offerings.
- Tailored sales approaches and techniques to specific client needs to increase marketing effectiveness.
- Exceeded established sales goals and increased client retention
- Cultivated sales and new business opportunities in new markets to achieve bottom-line results.

Salesperson • *ADT*

Norfolk, Virginia • February 2009 to April 2019

- Used consultative sales approach to understand customer needs and recommend relevant offerings.
- Liaised with customers, management and sales team to better understand customer needs and recommend appropriate solutions.
- Offered each customer top-notch, personal service and polite support to boost sales and customer satisfaction.
- Improved customer service and telecommunication skills to build lasting relationships.
- Educated customers on promotions to enhance sales for protecting their security needs.
- Networked within community to build and nurture successful relationships with new and long-term customers.
- Asked open-ended questions to determine needs and assisted customers in selecting appropriate security needs.

EDUCATION

High School Diploma • *Lakeland High School*
Suffolk, VA • June 2000

Corporate 1439 N. Great Neck Road, Suite 100, Virginia Beach, VA 23454 t 757.857.4777 f 757.857.1595 w axisge.com

ASI Security Division t 757.989.0718 f 757.857.1595 w asisecurity.net

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Request for Proposal

RFP# MPM-1120

Intrusion Equipment & Installation Services

5/26/2021



REQUEST FOR PROPOSAL

RFP# MPM-1120

Issue Date: 5/26/2021

Title: Intrusion Equipment & Installation Services

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:

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-1120

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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 Intrusion Equipment and Installation Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for 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. The University currently has in excess of 100 alarm panels installations throughout campus. The University operates our own central station to monitor these alarm systems. This system is located in the Campus Police Dispatch Center and is in operation 24 hours a day, 7 days a week. The installed alarm systems use standard analog POTS lines to communicate to the central station. The receiver for the central station is an Ademco MX8000 alarm receiver.

The University currently uses 4 different alarm manufacturer's equipment, DSC, First Alert, DMP, Honeywell Ademco.

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 (JMU) seeks to secure the services of contractors with direct experience and expertise in the security industry to provide intrusion equipment and installation services. These services will include but not be limited to, motion sensors, panic buttons, door contacts, keypads, temperature sensors on equipment, and other equipment based on specific needs. The contractor shall furnish all documentation, equipment, insurance, labor, materials, and supervision necessary to provide fully operational intrusion systems to the University. The contractor shall develop clear, concise, and professional quality proposal quotes for each project for review and acceptance by James Madison University.
- B. James Madison reserves the right to obtain other cost estimates prior to authorizing work and to solicit and project separate and apart from the resultant contract(s) as may be deemed in the best interest of the University. Upon approval of the proposal 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 installations shall run in a conduit. Sizing of conduits must follow EIA/TIA-59 standards for fill factor. Cabling must be labeled at all equipment terminations to identify location by room number. Contractor shall be responsible for ensuring all installations are performed according to specifications, best professional practices, and required standards.

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

A. General

- 1. Describe approach to providing intrusion equipment and installation services to James Madison University for both large and small scale projects to include the process, methodology, and work plan. Include details of what, when, and how work will be performed.
- 2. Describe experience providing intrusion equipment and installation services. Emphasize experience with other higher education institutions similar to JMU.
- 3. 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.
- 4. Describe ability to design, deploy, and configure new systems and upgrades to existing systems, including expansion of additional equipment and users.
- 5. Describe in detail warranty given on all service and equipment. Contractor shall be the primary point of contact for warranty responsibility for all equipment, material, and work.
- 6. 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.
- 7. Identify and provide copies of any additional certifications and licenses that the contractor and/or employees currently hold.
- 8. Provide the names, qualifications, and experience of personnel to be assigned to James Madison University for intrusion equipment and installation services. Designate the primary point of contact for this account.
- 9. Describe approach to backups and disaster recovery.
- 10. Describe invoicing procedure. Provide a sample invoice and proposal.
- 11. Identify other goods or services offered to James Madison University and associated costs.

B. Equipment

- 1. Describe expertise with multiple intrusion alarm types and associated installation procedures. JMU may have many applications where a broad knowledge of multiple systems is essential.
- 2. 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.

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

C. Service

1. Describe consultation and guidance to be provided to James Madison University on a per project basis. Include ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needs.
2. Describe the training, expertise, and supervision of personnel assigned to James Madison University on a per project basis.
3. Describe training plan for end users after installation is complete.
4. Describe typical turnaround time for projects.
5. Describe replacement of any malfunctioning/non-conforming equipment.
6. Provide information regarding 24-hour tech support with availability of service calls.
7. Describe response time to service calls and all associated costs.
8. Describe ability to provide annual maintenance and all associated costs. Provide a sample copy of a maintenance agreement.
9. Describe services that may be required in the normal course of operating the systems that are not covered under the maintenance contract and all associated costs.
10. Describe all other services provided and all associated costs.
11. Provide hourly rates for onsite technicians. Specify rates by expertise level.

D. Installation Requirements

1. The determination of which system is installed shall be on a case-by-case assessment of which system best fits the needs of the project and is in the best interest of the University.
2. All future installations shall be able to interface with the Ademco MX8000 central station using Ademco Contact ID standards.

VI. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

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

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

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

response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization

of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

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

VII. 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.

VIII. 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) 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, 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.
- 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.

IX. 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; 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.

X. 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>

XI. 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
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*								

Project Supervisor Labor Rate \$/hour									
Technician Labor Rate \$/hour									
Helper Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Project Supervisor Labor Rate \$/hour									
Technician Labor Rate \$/hour									
Helper Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour									
Parts and Material Discount (% off MSRP)									
Parts/Materials percent off MSRP									

Other Fees

XII. 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

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