



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6548

This contract entered into this 17th day of February, 2023, by Design Electric, 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 February 17, 2023 through February 16, 2024 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP FDC-1170, dated December 7, 2022
 - (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 December 19, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated February 14, 2023.

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

CONTRACTOR:

By: **Greg Smith**
(Signature)

Greg Smith
(Printed Name)

Title: **President**

PURCHASING AGENCY:

By:
(Signature)

Devin Chester
(Printed Name)

Title: **Buyer Senior**

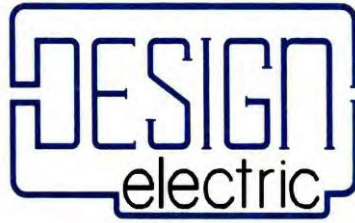
**RFP # FDC-1170 Telecommunications Cabling Services
Negotiation Summary for Design Electric, Inc**

February 14, 2023

1. Parties agree that this Negotiation Summary modifies RFP# FDC-1170 and the Contractor's initial response to RFP# FDC-1170, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor's pricing schedule for the Purchasing Agency is as follows:
 - a. Hourly Labor Rate: \$130.00
(Breakdown: One Electrician and truck = \$81.00; One Apprentice = \$49.00)
 - b. Hourly Labor Rate for Overtime, Weekends, and Holidays: \$195.00
(Breakdown: One Electrician and truck = \$121.50; One Apprentice = \$73.50)
 - c. Project Manager – Covered in the hourly rates listed above. If extensive project management is needed, it would be at the hourly rate of \$106.74.
(Overtime, Weekends, and Holidays: \$160.11)

All hourly rates include two (2) workers and one (1) truck.

3. Contractor has disclosed all potential fees. Additional charges will not be accepted.



TECHNICAL PROPOSAL

James Madison University

Telecommunications Cabling Services

RFP # FDC-1170



Design Electric Inc.

2867 West Mosby Rd

Harrisonburg, Virginia 22801

434-293-7740

VA Class A Contractor NO 2701-022-302

FEIN [REDACTED]

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Section One

Request for Proposal Cover Sheet



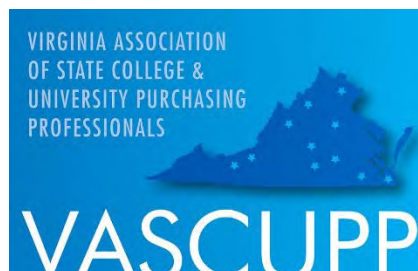
Request for Proposal

RFP# FDC-1170

Telecommunications Cabling Services

December 7, 2022

**NOTE: The University will be closed
December 21, 2021 - January 2, 2022 for winter break.
The University will reopen on January 3, 2022**



REQUEST FOR PROPOSAL

RFP# FDC-1170

Issue Date: December 7, 2022
Title: Telecommunications Cabling 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 January 10, 2023 for Furnishing the Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Design Electric Inc

2867 West Mosby Rd

Harrisonburg VA 22801

By: 

(Signature in Ink)

Name: Greg Smith

(Please Print)

Date: December 19, 2022

Title: President

Web Address: www.designelectricinc.com

Phone: 434-951-0671

Email: greg@designelectricinc.com

Fax #: 434-293-9261

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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.

Section Two

Company Introduction



Company Objective

To provide superior commercial, residential and industrial installation of electrical systems at the most reasonable cost using the most current technology.

Company Profile

Design Electric is a growing Virginia "Class A" electrical contractor founded in 1982. Our firm specializes in large projects including:

- Educational Facilities
- Multi-level Correctional Facilities
- Sports Stadium Lighting
- Medical Centers
- High Voltage Distribution
- Industrial Plants
- Fiber Optic and Communications Cabling
- Data Centers
- Automated Lighting Control and Systems
- Cellular Tower Installations

We are a member of The Associated General Contractors of Virginia and are currently listed as one of the **top 600 specialty contractors in the nation**. (According to Engineering News-Record)

History and Background

Design Electric was founded by Kenneth O. Smith in 1982 as a sole proprietorship. At the time, Mr. Smith had 20 years experience in the industry. In January of 1983, Design Electric was incorporated.

Gregory O. Smith is President and he has been with the company since 1983. David Kirby is VP-Operations Manager and has been with Design Electric for nearly 40 years. Tracy Knight is Chief Estimator and has been with the company for more than 36 years. Our controller, Tori Terrell has been with us for over 22 years. The long term continuity of our management has been one of our company strengths.

The Company's workforce varies seasonally from 150 to 200 employees based on needs. Many of our key employees have been with the company for over 15 years. Employees receive a variety of benefits, including a medical/dental insurance plan, a 401(k) with a 25% match, an Employee Stock Ownership Plan, and paid vacation and holidays. We believe that our compensation is very competitive and is consistent with our reputation for having employees that deliver quality work. This is evidenced by the fact that clients such as JMU and UVA have used Design Electric for more than 40 years.

Business Operation

Design Electric is an electrical contractor serving the Central and Western Virginia area. As such, we provide electrical construction and maintenance services, primarily for commercial, institutional and industrial clients. Typical projects involving our company include larger commercial structures, such as university buildings as well as hospitals. Entire electrical systems and control systems can be detailed and drawn by Design Electric at its main office in Charlottesville, Virginia and then installed by our skilled technicians at the project site.

Construction contracts are either negotiated or won through competitive bidding. We are licensed as a general contractor and subcontractor. Our company is on a list of preferred contractors for the Charlottesville area and has developed long-standing relationships with a number of general contractors that manage large construction projects in the vicinity. Design Electric's proven track record and established relationships with construction companies are helpful in winning contracts.

As noted above, our clients are primarily general contractors and construction managers, as well as industrial companies. Although our business focuses on the large commercial and industrial construction market in the greater Charlottesville area, especially the University of Virginia, our business is spread over a wide assortment of client and projects.

In 1999 we began offering installation and maintenance services for communication equipment used with cell phone towers. Design Telecommunications, Design Electric's wholly-owned subsidiary, performs a variety of services related to the installation and maintenance of cellular telephone equipment at tower sites. In 2006 we opened a new branch in the Shenandoah Valley at Fishersville, Virginia. This has allowed us to expand our business into the Waynesboro, Staunton, Harrisonburg, and Roanoke markets. This includes various campus sites such as at JMU and VA Tech. The Fishersville office was moved to Harrisonburg in 2021.

Over time our company has continued to grow. What began in 1982 with just a few people has expanded to a work force of hundreds of employees almost 40 years later. Our goal is to continue to provide the best possible electrical service to our customers in the Central and Western Virginia area, as well as the best possible telecommunications service to our customers in the Mid-Atlantic region.

From the Founders of Design Electric, Inc.

Section Three

Plan and Methodology

IV. STATEMENT OF NEEDS

Describe in detail your firm's approach to each of the following items. Failure to provide responses to the items below may result in rejection of the proposal.

- 1) Describe your firm's experience and qualifications in regard to telecommunications data and fiber optic cable installation, will-call maintenance, and emergency repair cabling services.
 - a) Provide examples of work performed that indicate your firm is capable of providing the services requested. Include relevant certifications.

As an electrical contractor Design Electric Inc. has extensive experience with the installation of all types of raceway systems, including raceways for power conductors, fire alarm cabling, audio/visual cabling, fiber optic cabling, lighting controls, and security systems. Different raceway systems include, but are not limited to, rigid metallic conduit (RMC/IMC), electrical metal tubing (EMT), polyvinyl chloride conduit (PVC), aluminum conduit, stainless steel conduit, and the various different types of flexible conduit. Design Electric also has extensive experience in the installations of all types of cable trays and wireways, as well as underfloor ducts, trench ducts, and wall ducts. These installations include many types of different wireway manufacturers, including Wiremold, Panduit, and Hubbell.

Design Electric Inc. has also completed numerous projects that have included various installations of A/V cabling, fiber optic cable installations, fire alarm cabling installations, and security system cabling installations.

Projects that have included different types of cabling installations and terminations include, but are not limited to:

- Klockner Pentaplast
- JMU Forbes Performing Art Center
- Va. Tech Moss Arts Center
- WhiteWave
- JMU Sheldon Hall
- JMU Jackson Hall

- b) Indicate your firm's established processes, procedures, staff resources, and relevant tools in place for installation of cabling upon request of a formal quotation or issuance of a statement of work.

Design Electric Inc. employs a staff of estimators ready to deliver a timely response to any formal quotation requests. Design Electric Project Managers are also capable of completing small to medium formal quotations upon request.

Design Electric's staff of Project Managers are equipped with the resources necessary to respond in a timely manner to any issuance of a statement of work to get the work started and completed as necessary. Project Managers have their own crews to pull qualified electricians from, and access to all tools and equipment owned and provided by Design Electric.

IV. STATEMENT OF NEEDS

- c) Provide a list of certifications/qualifications for permanent staff members that may be assigned to perform work at JMU.

Design Electric's Telecom division has been providing reliable high quality telecommunications equipment installations since its formation in 1996. This division employs several telecommunications specialists with various certifications and qualifications including, but not limited to:

- CAT/Fiber Optic/Communication Installation Certifications
- Training and certifications for all test equipment owned by Design Electric (see below)

Design Electric's team of electrician's also include many employees with CAT/Fiber Optic/Communication Installation Certifications and includes employees with 20+ years of experience in the Communications industry. Many of our electricians have significant experience in telecommunications and fire alarm installations.

Design Electric Project Managers have also met with Mike Caler of Network Products, Inc., to discuss and begin the process of establishing training sessions and courses for many of the products listed in the Standard Product List (*Attachment D*). From the online course description: "Successful completion of this eCertification course prepares field technicians to meet minimum requirements for support of projects installed by Legrand | Ortronics Certified Contractor firms where Extended Warranties are promised".

- d) Indicate type of warranty and coverage provided by your firm.

A Warranty Period of one year shall be typical, and applies to all physical goods provided by Design Electric Inc. This Warranty covers any defects in material, or workmanship involved in installation of all materials, that occur under normal use during the Warranty Period. During the Warranty Period, Design Electric will repair or replace, at no cost, products provided by Design Electric that prove defective due to improper material or workmanship, under normal use and maintenance.

- 2) Provide a list of equipment owned (*i.e. fusion splicer, excavation and boring equipment, cable testers, etc.*) and their fiber calibration certificates with your firm's proposal.

Design Electric Inc. owns the below listed equipment for tasks specified:

Telecommunications Testing:

EXFO Model FTB2PRO CWDM OTDR/iOLM
EXFO Model FTB1vsPRO CPRI/BBU Emulation
JDSU-VIAVI – T Berd-2000 Quad OTDR (Single & Multi-Mode)
JDSU-VIAVI – FBP-SM05 Inspection Kit
JDSU-VIAVI – FPB-P5 Fiber Scope
ODM – Fiber Scope

IV. STATEMENT OF NEEDS

Excavation and boring equipment includes, but is not limited to:

Trenchers & Ditch Witches
Backhoe
Dump Truck
Jack Hammers & Compressors
Concrete Saws
Core Drilling Machines

- 3) State your firm's ability to install fiber optic cable and connectors, mount wireless access points, data lines such as Cat5e or Cat6, limited combustible cable (*plenum*), coaxial cable, and conventional telephone wiring for systems such as Centrex, ISDN and digital systems.

Design Electric Inc. has completed numerous projects that have included the installation of fiber optic cable, CAT cabling, plenum rated cabling, coaxial cabling, and conventional telephone wiring cabling. Many of these cabling installations fall under the scope of work of the electrical contractor on typical construction projects and has been self-performed by Design Electric electricians. Although it is our preference to self-perform this work, if necessary, Design Electric has several subcontractors specializing in the installation of various cabling types that perform this work to the same workmanship standards that Design Electric holds of its own electricians/telecommunications specialists.

- 4) State your firm's ability to furnish all necessary labor, supervision, tools, labeling and other equipment, and testing and certification devices to install, maintain, and repair University owned Cat5e and Cat6 cables, coax cable, fiber optic cables, and interconnect distribution facilities for voice, video, internet protocol telephony and data services over the University local/wide area network, and cable television distribution system.

Design Electric Inc. has completed numerous projects that have included the installation, maintenance, and repair of fiber optic cable, CAT cabling, plenum rated cabling, coaxial cabling, and audio/visual cabling. Many of these cabling installations fall under the scope of work of the electrical contractor on typical construction projects and has been self-performed by Design Electric electricians. Although it is our preference to self-perform this work, if necessary, Design Electric has several subcontractors specializing in the installation of various cabling types that perform this work to the same workmanship standards that Design Electric holds of its own electricians/telecommunications specialists.

- 5) State your firm's ability to furnish all necessary labor, supervision, and tools necessary for the build-out of a Telecom Room (TR) as designed and provided by JMU. This includes, but is not limited to, racks (*wall mount and/or floor mount*), cabinets, TGB's, patch panels, wire management, and plywood for designated walls, etc.

Design Electric Inc. electricians routinely buildout Telecom Rooms for new construction projects, as well as renovations of existing buildings that include Telecom Rooms. The installation of plywood backboards on walls, as well as the mounting of Telecommunication Ground Bars is work that is typically included in the electrical scope of work for projects involving the construction of Telecom Rooms, and as such is work that has been performed by a majority of Design Electric

IV. STATEMENT OF NEEDS

electricians. Our electricians also install telecommunication cabinets and patch panels, as well as equipment racks of all types in telecom rooms.

- 6) Normal working hours for JMU are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except observed holidays. Capital construction projects may require that the selected Contractor work a flexible schedule which may be defined by the General Contractor of that capital construction project. This may include, but is not limited to, a flexible work week in order to meet fluctuating deadlines. State your firm's ability to meet these requirements.

Design Electric Inc. normal working hours are from 7:30 a.m. – 5:00 p.m., Monday through Friday. However, Design Electric personnel are required to meet the schedules of the contractors and companies/institutions for which we are working for. This allows Design Electric to meet any work schedule that is established in order to meet the deadlines placed on the project.

- 7) JMU defines emergency repairs as work necessary to restore normal network and/or telephony capability to a large portion of campus. This includes, but is not limited to, fiber being cut, Cat5e or Cat6 cable being cut, a catastrophic lightning strike involving wiring, etc. State your firm's "response to site times" for emergency repair service requests.

In the case of emergency repair service requests, Design Electric Inc. is committed to meeting a "response time to the site" of no longer than two hours from time of requested emergency service. Upon acceptance of submitted Proposal, emergency repair service requests would be directed to the Project Manager assigned the JMU Telecommunications Cabling Service responsibilities. Design Electric Project Manager would then be responsible for dispatch of the qualified Design Electric staff member for the emergency repair service required.

- 8) Changes to scope shall only be initiated and or issued by JMU Telecom, and must be tracked via a formal change order process. Payment of invoices shall only be made for the original scope of work and any approved change orders. Invoices must include copies of the executed change order. Describe your firm's process for change orders and provide a copy of your standard change order form.

Design Electric Inc. process for change orders includes requiring a written directive for necessary change orders, with no work to proceed until such time that submitted change order has been approved. Please see Design Electric Inc. Standard Change Order form included with Section Three - Plan and Methodology.

- 9) State your firm's ability to transport any removed, abandoned, or trash cable pieces to JMU's recycle facility.

Design Electric Inc. maintains a fleet of trucks that includes standard work pickup trucks and vans, as well as dump trucks and flatbed trucks with lift gates.

IV. STATEMENT OF NEEDS

- 10) The Contractor shall be required to provide a printout certifying each horizontal cable run as compliant with the TIA-568 specifications for the Category of cable under permanent link certification (*as appropriate*) via an electronic testing device specifically designed for that purpose, according to all applicable manufacturers' instructions and recommended configurations. Cable certification printouts must show all relevant parameters for the category of cable certified and the relative performance of the particular link being tested, as well as an overall pass/fail rating. Improperly performed tests will not be accepted, including tests performed where the Nominal Velocity of Propagation (NVP) is not properly configured for the specific cable under test. State the format(s) your firm can use to provide these documents.

Design Electric Inc. does not currently meet this requirement; however, we can hire a third party testing agency that is certified.

- 11) Provide a detailed list any other services your firm is certified and authorized to provide that might be useful to JMU.

Design Electric Inc. Telecommunications Technicians have attended to:

- Anritsu Sitemaster Certification Training
- Kitco Fiber Optic Certified Technician Training
- Andrew/Comscope Training
- RFS Connector Attachment Certification Training
- JDSU Training
- KAEUS Training

Testing services provided include:

- PIM Fiber Optic
- Sweep testing of transmission lines to verify connector attachment and coaxial integrity
- Ground resistance testing

SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

HECO-SC-1

Revised: 02/11/2022

Project Code: SAMPLE
Agency: 207 - University of Virginia
Project: SAMPLE

CM/GC: JMU
Subcontractor: Design Electric Inc
Subcontractor Trade: Electrical Div 26

Change Description: SAMPLE

Qty Units Table		
C	=	100
E	=	1
M	=	1,000

SUBCONTRACTOR DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate (Fully Loaded)	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01	EQUIPMENT	84.57	E		0.00		\$0.00		\$0.00	\$0.50	\$42.29
1.02	OTHER COSTS	84.57	E		0.00		\$0.00		\$0.00	\$3.75	\$317.14
1.03											
1.04											
1.05	MATERIAL TRANSPORT AND STORAGE	0.42	E	1.00	0.42	\$52.00	\$21.99				
1.06	SUPERVISION (10% DIR LABOR)	8.46	E	1.00	8.46	\$90.48	\$765.19		\$0.00		\$0.00
1.07	SAFETY (1% DIR LABOR)	0.42	E	1.00	0.42	\$52.00	\$21.99		\$0.00		\$0.00
1.08	SAFETY OFFICER (1% OF DIR LABOR)	0.85	E	1.00	0.85	\$90.48	\$76.52		\$0.00		\$0.00
1.09	Subtotal from Estimate Continuation Sheets						\$4,397.64		\$1,030.26		\$520.00
1.97	Subtotal (S/T) Direct Costs:						\$5,283.32	Subtotal Mat'l	\$1,030.26	Subtotal Equip.	\$879.42
1.98								Sales Tax	5.3% \$54.60	Sales Tax	5.3% \$46.61
1.99	Total Direct Costs						\$5,283.32	Total Mat'l	\$1,084.86	Total Equip.	\$926.03

SUB-SUBCONTRACTOR COSTS		
Item No.	Sub-Subcontractor Name (List totals from attached HECO-SS-1 forms)	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.99	Total Sub-Subcontractor Costs	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Costs	Item 1.99H	\$5,283.32
3.02	Total Direct Material Costs	Item 1.99J	\$1,084.86
3.03	Total Equipment Costs	Item 1.99L	\$926.03
3.04	Sub Direct Subtotal	3.01+3.02+3.03	\$7,294.22
3.05	Sub Direct O&P (%)	15.00%	\$1,094.13
3.06	Subcontractor Subtotal	3.04+3.05	\$8,388.35
3.07	Sub-Subcontractor Costs	Item 2.99	\$0.00
3.08	Sub O&P on Sub-Subs (%)	10.00%	\$0.00
3.99	Total Sub Costs to HECO-GC-	3.06+3.07+3.08	\$8,388.35

Submitted By

Name: Greg Smith

Signature:

Title: President

Date: 1/10/2023

Notes: See O&P Markup Limitations Tab Per DGS General Conditions - CO-7.

O&P Limited to 15% on Direct/ Self-Performed Work at Any Tier.

* The CM/GC Shall Ensure HECO-GC-1 Item No. 3.08 O&P % + HECO-SC-1 Item No. 3.08 O&P % is Limited to Cumulative O&P Markup Total of 10% on This Indirect/ Subcontracted Work (i.e How to Share if Multiple Tier Subs).

ESTIMATE CONTINUATION SHEET

(Attach to Form GC-1, SC-1, or SS-1 as necessary for continuation of the direct cost estimates.)

Project Code: SAMPLE

Performing Contractor: Design Electric Inc

Agency: 207 - University of Virginia

Project: SAMPLE

Change Description: SAMPLE

PERFORMING CONTRACTOR DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate (Fully Loaded)	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.00	1" LOCKNUT - STEEL	2.00	C	8.36	0.17	\$52.00	\$8.84	\$39.18	\$0.78		\$0.00
2.00	1" CONDUIT - PVC40 - UNDERGROUND	120.00	C	10.33	12.39	\$52.00	\$644.28	\$175.11	\$210.13		\$0.00
3.00	1" ELBOW 90 DEG - PVC40	2.00	C	59.29	1.19	\$52.00	\$61.88	\$187.75	\$3.75		\$0.00
4.00	1" COUPLING - PVC	4.00	C	0.00	0.00	\$52.00	\$0.00	\$46.81	\$1.87		\$0.00
5.00	1" ADAPTER MALE - PVC	2.00	C	32.35	0.65	\$52.00	\$33.80	\$72.04	\$1.44		\$0.00
6.00	# 8 THHN/THWN-2	396.00	M	18.87	7.47	\$52.00	\$388.44	\$670.42	\$265.49		\$0.00
7.00	EDGEWATER FIXTURE HEAD	1.00	E	4.05	4.05	\$52.00	\$210.60	\$0.00	\$0.00		\$0.00
8.00	EDGEWATER POLE	1.00	E	9.71	9.71	\$52.00	\$504.92	\$0.00	\$0.00		\$0.00
9.00	6W X 36D TRENCH/FILL (TRENCHER)	120.00	C	4.85	5.82	\$52.00	\$302.64	\$39.00	\$46.80		\$0.00
10.00	POLE BASE (30" ROUND)	1.00	E	31.05	31.05	\$52.00	\$1,614.60	\$500.00	\$500.00		\$0.00
11.00	DEMO FIXTURE MH	1.00	E	1.35	1.35	\$52.00	\$70.20	\$0.00	\$0.00		\$0.00
12.00	DEMO ANCHOR BASE POLE	1.00	E	6.00	6.00	\$52.00	\$312.00	\$0.00	\$0.00		\$0.00
13.00	DEMO UP TO 1" EMT & WIRE	70.00	C	6.74	4.72	\$52.00	\$245.44	\$0.00	\$0.00		\$0.00
14.00	RIDE ON TRENCHER	1.00	E							\$270.00	\$270.00
15.00	BACKHOE	1.00	E							\$250.00	\$250.00
16.00											
17.00											
18.00											
19.00											
20.00											
21.00											
22.00											
23.00											
24.00											
Page Subtotals (Carry Forward To Line 1.09)							Labor: \$4,397.64	Material: \$1,030.26	Equipment: \$520.00		

Section Four

Offeror Data Sheet (*Attachment A*)

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 42 Months 0

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 #
JMU	32 YEARS	JAMES MADISON UNIVERSITY, HARRISONBURG, VA.	JARED COMBS (540) 568-6580
GEORGE'S FOODS	12 YEARS	19992 SENEDO ROAD, EDINBURG, VA.	ALAN LEEP (540) 984-6843
BOWMAN ANDROS	12 YEARS	10119 OLD VALLEY PIKE, MT. JACKSON, VA.	JAMIE DODSON (540) 217-4100
WHITEWAVE	12 YEARS	6364 S. VALLEY PIKE, MT. CRAWFORD, VA.	GREG LYNN (815) 218-0602
GEORGE'S FOODS	12 YEARS	1620 S. MAIN STREET, HARRISONBURG, VA.	SAM DODSON (540) 442-2222

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

DESIGN ELECTRIC INC. DESIGN ELCTRIC INC (HARRISONBURG BRANCH)

1307 CARLTON AVE. 2867 WEST MOSBY RD

CHARLOTTESVILLE, VA 22902 HARRISONBURG, VA 22801

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

[] YES [X] NO

IF YES, EXPLAIN: _____

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

Contractor Name: DESIGN ELECTRIC INC.

License #: 2701-022-302 Type: VA Class A Expiration: 05-31-2024

Section Five

Small Business Subcontracting Plan (*Attachment B*)

ATTACHMENT B

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

Offeror Name: Design Electric Inc

Preparer Name: Greg Smith

Date: 01/09/2023

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

If yes, certification number: 655189 Certification date: 05-20-2025 (Expiration date)

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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: [Telecom FDC-1170](#) Date Form Completed: [01-09-22](#)

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

Offeror / Proposer:

[Design Electric Inc](#)

Firm

[2867 West Mosby Rd Harrisonburg VA 22801](#)

Address

[Rodney Hammer](#)

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)
Please see following sheet					

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

RETURN OF THIS PAGE IS REQUIRED

Attachment B (Continued)

							Total Dollars Paid Subcontractor to Date (1/1/2022 to 12/31/2022)
Vendor Name	SWAM #	Address	City	State	Zip	Contract Amount	
ALBEMARLE LOCK & SAFE	678589	513-A STEWART ST	CHARLOTTESVILLE	VA	22902	\$8.42	\$8.42
CENTRAL VA RENTAL, INC.	653781	2482 JEFFERSON HIGHWAY	WAYNESBORO	VA	22980	\$212.60	\$212.60
CHARLOTTESVILLE SANITARY SUPPL	650042	1327 EAST HIGH STREET	CHARLOTTESVILLE	VA	22902	\$52.12	\$52.12
CSE, INC	661924	153 RAGLAND ROAD	MADISON HEIGHTS	VA	24572	\$17,471.00	\$17,471.00
HUDSON PAYNE ELECTRONICS	653631	P.O. BOX 780	MADISON HEIGHTS	VA	24572	\$322,992.42	\$322,992.42
MAYER ELECTRIC SUPPLY CO, INC.	649437	PO BOX 896537	CHARLOTTE	NC	28289-6537	\$850,284.66	\$850,284.66
NIELSEN BUILDERS INC	653299	3588 EARLY ROAD	HARRISONBURG	VA	22801	\$81,455.00	\$81,455.00
OLD DOMINION FIRESTOPPING, LLC	10394	12764 OAK LAKE COURT	MIDLOTHIAN	VA	23112	\$1,952.50	\$1,952.50
T & N	10161	205 12TH STREET N.E.	CHARLOTTESVILLE	VA	22901	\$4,980.45	\$4,980.45
VIRGINIA ELECTRONIC COMPONENTS	9039	P.O. BOX 1189	CHARLOTTESVILLE	VA	22902	\$1,165.69	\$1,165.69
WOMACK ELECTRIC SUPPLY	653395	PO BOX 521	DANVILLE	VA	24543-0521	\$359,691.51	\$359,691.51
RENTEQUIP	657559	790 S. EASTSIDE HIGHWAY	ELKTON	VA	22827	\$52,551.12	\$52,551.12
FARMVILLE WHOLESALE ELECTRIC	8564	301 WEST THIRD ST	FARMVILLE	VA	23901	\$100.54	\$100.54
STARLIGHT SOLUTIONS, INC.	717643	PO BOX 3	NEW KENT	VA	23124	\$56,835.58	\$56,835.58
SUFFOLK IRON WORKS	709016	418 E WASHINGTON STREET	SUFFOLK	VA	23434	\$34,794.50	\$34,794.50
PRILLAMAN'S CRANE AND RIGGING	665789	2303 60TH STREET	HAMPTON	VA	23661	\$22,607.50	\$22,607.50
SPIVEY RENTALS, INC.	659041	1209 INTERNATIONAL PLAZA	CHESAPEAKE	VA	23323	\$2,950.00	\$2,950.00
LOCKE SUPPLY CO.	668381	PO BOX 24980	OKLAHOMA CITY	OK	73124-0980	\$45,511.92	\$45,511.92
G&L UNDERGROUND, INC.	678071	453 WILLIAMS TOWN RD	SHIPMAN	VA	22971	\$7,847.50	\$7,847.50
TRIO FASTENERS, INC.	686444	11190 HOPSON RD	ASHLAND	VA	23005	\$73.56	\$73.56
STAGE SOUND, INC.	660814	2240 SHENANDOAH AVE, NW	ROANOKE	VA	24017	\$672.00	\$672.00
Grand Total						\$1,864,210.59	\$1,864,210.59

Section Six

VASCUPP Sales

VASCUPP SALES AMOUNTS

During the previous twelve (12) month period, Design Electric Inc. has performed sales for the following VASCUPP members in the amounts listed:

- | | |
|-----------------------------|---------------------|
| 1. James Madison University | \$156,588.00 |
| 2. University of Virginia | \$515,822.00 |

These amounts represent sales performed directly for the VASCUPP members, and does not include those amounts performed for other contractors on member campuses.

Section Seven

Proposed Costs

PRICING SCHEDULE

Pricing for proposed services includes the following:

- | | |
|---|-----------------|
| 1. Hourly labor rate | \$137.00 |
| 2. Hourly labor rate for holidays/after-hours | \$205.50 |
| 3. Hourly rate for emergency repairs | \$205.50 |

Pricing includes two men and one truck.

Section Eight

Attachment C

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: _____

Section Nine

Attachment D

ATTACHMENT D
Standard Product List

(All required materials will be provided by the University.)

PART NUMBER	MANUFACTURER	DESCRIPTION
55053-503	Chatsworth	7Ft Standard Rack
55053-508	Chatsworth	9ft Standard Rack
11374-503	Chatsworth	7ft Vertical Single sided Organizer
11374-508	Chatsworth	9ft Vertical Single Sided Organizer (Black)
OR-19-48-T18DB	Ortronics	48" EZ Swing Rack (26) Rack Units - 18" Deep
OR-19-35-T18DB	Ortronics	35" EZ Swing Rack (19) Rack Units - 18" Deep
OR-19-21-T18DB	Ortronics	21" EZ Swing Rack (11) Rack Units - 18" Deep
OR-PHD5E6U48	Ortronics	48 Port Patch-panel
OR-PHD5E6U24	Ortronics	24 Port Patch Panel
13070-719	Chatsworth	Single Space Horizontal Organizer
13075-719	Chatsworth	Double Space Horizontal Organizer
558334-1	Tyco	Tyco Vertical Mgmt Rings (Black Loops)
12176-701	Chatsworth	Terminating Cable Bar
XR-9WE	Casio	3/8 (9MM)White Tape-Black Ink Label (Patch Panels)
TZe-221	Brother	3/8 (9MM)White Tape-Black Ink Label (Patch Panels)
XSL-31-427	Brady	Wrap around labels
P110B100R4WJY	Panduit	110 Punchdown Kits,
P110CB5-XY	Panduit	C-5 Clips (10 pk)
P110LH	Panduit	Dezi strips (12 pk)
R5BZ20	Wiremold	Powerstrip 20Amp (6ft)
R5BZ20-15	Wiremold	Powerstrip 20Amp (15ft)
		Patch Cords 1'
5-554720-3	Tyco	RJ-45 Plugs 100pk.
5-641335-3	Tyco	RJ-11 Plugs 100pk.
D4BU-CU25BC-500	Lynn	Silver Satin line cord 500' reel
5XCW1P24W/BLSESS	General Cable	Cross Connect (Blue) 1 Reel
5XCW1P24W/GSESS	General Cable	Cross Connect (Green) 1 Reel
5XCW1P24W/RSESS	General Cable	Cross Connect (Red) 1 Reel
11228-501	Chatsworth	Cross Connect Vertical Organizer

OR-604004396	Ortronics	Hinged Wall Mount Bracket (2RU 1-Patch Panel)
OR-604004068	Ortronics	Hinged Wall Mount Bracket (4RU 2-Patch Panel)
OR-604004645	Ortronics	Hinged Wall Mount Bracket (6RU 3-Patch Panel)
OR-WMBV4U	Ortronics	Vertical Wall Mount Bracket (Switch Mount)
Flex Tray		
CF 54/300	Cablofil	2"X12"X10' Flextray
CF 105/400	Cablofil	4"X16"X10' Flextray
CE-25	Cablofil	Small Washers (Flextray Hardware) 50 pk
CE-30	Cablofil	Large Washers (Flextray Hardware) 50 pk.
EZBN-1/4	Cablofil	Nuts & Bolts (Flextray Hardware) 50 pk.
HBTSS12	Hubble	Wall Support Bracket (Flextray Hardware)
ED 275-1100	Cablofil	Splice Bar (Flextray Hardware) 50 pk
ED 250/90EZ	Cablofil	L-Bracket (Flextray Hardware) 50 pk
Cat5E Cable		
52-200-25	Superior Essex	Cobra Cat5E+ Reel-in-a-box Blue (Riser)
52-200-35	Superior Essex	Cobra Cat5E+ Reel-in-a-box Gray (Riser)
52-200-28	Superior Essex	Cobra Cat5E+ Reel-in-a-box Blue (Plenum)
52-200-38	Superior Essex	Cobra Cat5E+ Reel-in-a-box Gray (Plenum)
Jacks/Plates		
OR-40300158	Ortronics	Single gang faceplate
OR-S225E00	Ortronics	Dual RJ-45 Jacks
OR-S215E00	Ortronics	Single RJ-45 Jacks
OR-60900017	Ortronics	F-Conn Insert
OR-40300164	Ortronics	Blank
OR-40300159	Ortronics	Double gang faceplate
OR-40327100	Ortronics	Purple Icons (100 cnt.)
OR-40324200	Ortronics	Yellow Icons (100 cnt.)
Cat6A		
6H-272-5A	Superior Essex	Cat6A Cabling (Riser)
6H-272-5A	Superior Essex	Cat6A Cabling (Plenum)
OR-40300548	Ortronics	Cat6A Face plates (2 Port) Trac Jack
OR-TJ610-68	Ortronics	Cat6A Jacks (Single)
OR-42100002	Ortronics	TracJack Blank

OR-PHD6AU24	Ortronics	Patch Panel 24 Port (110 Style)
OR-PHDPJU24	Ortronics	24 Port Flat Modular Patch Panel (Unloaded)HD
OR-HDJ6A-45	Ortronics	Hgh Density Patchpanel Jacks (Green) Modular
Riser		
18-789-33	Superior Essex	100 Pair-24AWG (Riser)
18-579-33	Superior Essex	50 Pair-24AWG (Riser)
18-475-33	Superior Essex	25 Pair-24AWG (Riser)
AA0478	Nelson	Fire Stop Pillows
UCN 6-10	Corning	Splice case for MDF to be wall mounted
20-112-05	Superior Essex	400 Pair (DRY) (PASP) 24 AWG OSP Rated
20-104-05	Superior Essex	100 Pair (DRY) (PASP) 24 AWG OSP Rated
20-100-05	Superior Essex	50 pr. (DRY) (PASP) 24 AWG OSP Rated
Fiber Optic Terminations		
CCH-01-U	Corning	LIU (Fiber Cabinet) 1 Rack Unit (12 Strands)
CCH-02-U	Corning	LIU (Fiber Cabinet) 2 Rack Unit (24 Strands)
CCH-04-U	Corning	LIU (Fiber Cabinet) 4 Rack Unit
WCH-04P	Corning	LIU (Wall Mount) 4 Coupler Panel (24 Strands)
CJP-01U	Corning	Jumper Panel
CCH-CP08-15T	Corning	8 Pos. Coupler Panels (MM) ST Connector
CCH-CP08-19T	Corning	8 Pos. Coupler Panels (SM) ST Connector
CCH-CP08-3C	Corning	8 Pos. Coupler Panel (SM) SC-APC Connector
CCH-CP06-15T	Corning	6 Pos. Coupler Panels (MM) ST Connector
CCH-CP06-19T	Corning	6 Pos. Coupler Panels (SM) ST Connector
CCH-CP06-6C	Corning	6 Pos. Coupler Panel (SM) SC-APC Connector
FAN-BT25-12	Corning	Fanout Kit (12 Strand 25")
95-200-51	Corning	ST (SM) Connectors
95-000-51	Corning	ST (MM) Connectors
95-200-44	Corning	SC-APC (SM) Connectors
048XUF-TBD-D20	Corning	24X24 Fiber Optic Hybrid Fiber (Freedm) Loose Tube
024XUF-TBD-D20	Corning	12X12 Fiber Optic Hybrid Fiber (Freedm) Loose Tube
024X8F-A9008-29	Corning	12X12 Fiber Optic Hybrid Fiber (Riser) Tight Buffer
012E8F-31131-29	Corning	12 Fiber Optic (SM) OSP Tight Buffer
CATV		

C	General Cable	RG-6 (Plenum)
9116	Belden	RG-6 PVC
9011	Belden	RG-11
EX6	PPC	Compression Connectors (RG6) 50Pk
EX11	PPC	Compression Connectors (RG11)
MO500CB	Commscope	.500 Coax Non-Jacket
MO500CJ	Commscope	.500 Coax Jacket
SXRS-8	Blonder Tongue	8 Way Splitters
FRR-A-S4A-860-43P Stock# 7411-P84-BS	Blonder Tongue	Fiber Optic Distribution Amp (Rack Mount)
PMN-1	Pico Macom	Mini Fiber Optic Node
PMN-1-PS	Pico Macom	Power Supply for PMN-1 Fiber Receiver
FMTEG8J-KB6H6C1N	Arris	Housing for Flex Max Trunk Amp
FMTEG8J-KB6H1A1N	Arris	Flex Max Trunk Amp
FML1G7J-KB4MPR1	Arris	Flex Max 331 Line Extender Housing 1GHz
FML1G7J-KB4MPR1N	Arris	Flex Max 331 Line Extender 1GHz
SSP-3	General Instrument	2 Way Splitter
SSP-7	General Instrument	Directional Coupler
SSP-9	General Instrument	Directional Coupler
SSP-12	General Instrument	Directional Coupler
SSP-16	General Instrument	Directional Coupler
SSP-636	General Instrument	3 Way Splitter
SSPI	General Instrument	Power Inserter
Alpha XM2	Alpha	Power Supply
EI-500-MC2	PPC	500 Entry Connector
SI-550-MC2	PPC	500 Splice
ETE-625-R	PPC	Housing to Housing Connector (Equip to Equip)
625-F	PPC	Equipment to F Connector
625-TRB	Belden	Equipment Terminator
EU90	Belden	90 Degree Connector
FFT-8-32	General Instrument	Tap 8 Port (32 Value) Full Feature
FFT-8-27	General Instrument	Tap 8 Port (27 Value) Full Feature
FFT-8-23	General Instrument	Tap 8 Port (23 Value) Full Feature

FFT-8-20	General Instrument	Tap 8 Port (20 Value) Full Feature
FFT-8-17	General Instrument	Tap 8 Port (17 Value) Full Feature
FFT-8-14	General Instrument	Tap 8 Port (14 Value) Full Feature
FFT-8-10T	General Instrument	Tap 8 Port (10 Value) Full Feature (Terminating)
Outside Plant		
09-120-02	Superior Essex	Seal Pic 1200 Pair (PE89) 24 AWG
09-118-02	Superior Essex	Seal Pic 900 Pair (PE89) 24 AWG
09-116-02	Superior Essex	Seal Pic 600 Pair (PE89) 24 AWG
09-110-02	Superior Essex	Seal Pic 300 Pair (PE89) 24 AWG
09-108-02	Superior Essex	Seal Pic 200 Pair (PE89) 24 AWG
09-104-02	Superior Essex	Seal Pic 100 Pair (PE89) 24 AWG
09/097-02	Superior Essex	Seal Pic 25 Pair (PE89) 24 AWG
09-092-02	Superior Essex	Seal Pic 6 Pair (PE89) 24 AWG
04-001-58	Superior Essex	OSP Broadband 4 Pair Flooded
1880ECS1-100	Circa	100 pr. Lightning Protection 710/110 Style
1880ENS1-50	Circa	50 pr. Lightning Protection 110 Style
2606QC-QC	Circa	6 pr Lightning Proection 66 Style
MXD4003GR2650	MaxCell	Max Cell (3) 4' Channel
096EUF-T4101D20	Corning	96 Strand Singlemode
048EUF-T4101D20	Corning	48 Strand Singlemode
024EUF-T4101D20	Corning	24 Strand Singlemode
8006877	PLP	6.5"X22" Dome Enclosure
80061055	PLP	9.5"X28" Dome Enclosure
80810086	PLP	36 Count Light Grip Splice Tray
8003691	PLP	.40-.60 (1) Hole Grommet (24 Strand)
8003692	PLP	.60-.85 (1) Hole Grommet (96 Strand)
8003701	PLP	.40-.60/.60-.85 (2) Hole Grommet (24/96 Strand)
FPS-1	Sumitomo	Splice (Heat-shrink) Tubes
8004003	PLP	Manhole Mounting Kit
IP67		
04-001-58	Superior Essex	OSP Cat5E "Broadband Rated" 350 MHz Flooded/UV Rated
MPI588T	Panduit	IndustrialNet TX5e Modular Plug (Field Terminated) w/Protective cover

IAEBH5E	Panduit	IndustrialNet TX5e Bulkhead (Jack in the back) w/Protective cover (IP67-IP65)
SEM CAD 68283	VCE Custom	2 Port (Stainless Steel) Bulkhead Plate Singlegang
SEM 2-0000E-INDTX5E- NS	VCE Custom	4 Port (Stainless Steel) Bulkhead Plate Doublegang
Manhole Racking		
838000	Condux	15" Manhole Racking (Wall Mount) Vertical
8380300	Condux	55.25 Manhole Racking (Wall Mount) Vertical
8380600	Condux	4" Step (Manhole Cable Support)
8380700	Condux	7 1/2" Step (Manhole Cable Support)
8380800	Condux	10' Step (Manhole Cable Support)
8380900	Condux	14" Step (Manhole Cable Support)
Emergency Phones		
397-001	Gai-Tronics	Emergency Phone (Standard) Single Button
389-001	Gai-Tronics	Emergency Phone Single Button (W/ Keypad)
397-001RT	Gai-Tronics	Emergency Phone (Ramtel Replacement)
234 -290	Gai-Tronics	Pole Phone (Bluelight)
234WM-202	Gai-Tronics	Surface Mount (Y/B-Light)Enclosure Only/Need Phone
530-001	Gai-Tronics	LED Strobe Light Kit for 234WM-202 (Above)
238-001	Gai-Tronics	Surface Mount Enclosure (Stainless Steel)
226-005	Gai-Tronics	Wall Mount "Tough Phone" Outside Courtesy
7010BL-32	Wintel	Courtesy Phone (Blue)
MISCELLANEOUS		
11583-719	Chatsworth	19" Wall Bracket (Vertical Switch Mount)
BT2S-MO	Panduit	Ty-raps 8" (1000 pk)
BT3S-MO	Panduit	Ty-raps 12" (1000 pk)
PLT8EH-Q0	Panduit	Ty-raps 28" (25 pk)
TM2S8-C	Panduit	Buttons (Ty-rap Bases) 100pk.
88T	3M	Elec. Tape (Black)
35	3M	Elec. Tape (White)
	Graybar	Mule Tape
Surface Mount Raceway		
JBX3510IW-A	Panduit	Surface Mount Box (Single Gang) White

LDPH5IW8-A	Panduit	Surface Mount Raceway White 8' (LD5 Series)
RAFC5IW-X	Panduit	Flat 90 degree White (LD5 Series)
ICFC5IW-X	Panduit	Inside 90 White (LD5 Series)
OCFX5IW-X	Panduit	Outside 90 White (2 Piece) (LD5 Series)
JBX3510IW-A	Panduit	Surface Mount Box (Single Gang) White
LDPH3IW8-A	Panduit	Surface Mount Raceway White 8' (LD3 Series)
RAFC3IW-X	Panduit	Flat 90 degree White (LD3 Series)
ICFC3IW-X	Panduit	Inside 90 White (LD3 Series)
OCFX5IW-X	Panduit	Outside 90 White (2 Piece) (LD3 Series)

ATTACHMENT D

Zone Map



Virginia Association of State College & University Professionals (VASCUPP)

List of member institutions by zones

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



Request for Proposal

RFP# FDC-1170

Telecommunications Cabling Services

December 7, 2022

**NOTE: The University will be closed
December 21, 2021 - January 2, 2022 for winter break.
The University will reopen on January 3, 2022**



REQUEST FOR PROPOSAL

RFP# FDC-1170

Issue Date: December 7, 2022

Title: Telecommunications Cabling 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 January 10, 2023 for Furnishing the Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # FDC-1170

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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 Telecommunications Cabling 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 approximately 22,000 students and more than 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

The JMU Telecommunications Department is responsible for providing and maintaining all voice and video communications for campus facilities as well as installing and terminating the physical layer of the data communication network. The department maintains an outside copper, single and multi-mode fiber optic, and coax cable plant. The plant includes an extensive system of manholes, handholds, pull-boxes, and aerial runs. The inside plant includes Cat3, Cat5/E, and Cat6A copper, single and multi-mode fiber optic and coax cable with terminations ranging from wire-wrap, 110 terminating blocks, 110 style, lacing cap/crimp and compression. Typically, station cables are installed in conduit and cable tray provided by JMU; however, there are buildings with plenum ceiling runs.

The University is aware of other cooperative telecommunications cabling contracts awarded by the Virginia Information Technologies Agency (VITA) and Virginia Commonwealth University (VCU). Firms currently on contract with VITA or VCU are not required to respond to this solicitation. The University reserves the right to request quotes from firms on other cooperative contracts, to include VITA and VCU contracts, when it is deemed in the best interest of the University.

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. The intent of this solicitation is to obtain proposals from local firms with the goal of cost savings related to travel expenses and timely response times for emergency repair services. James Madison University desires to partner with local Contractors within a seventy (70) mile radius of the University to provide telecommunications data and fiber optic cable installation, will-call maintenance, and emergency repair cabling services. These services will cover both inside and outside plant environments. Contractors must be skilled and proficient in both inside cable plant (copper, coax, and fiber) installation, as well as outside cable plant (copper, coax, and fiber) installation, termination, splicing, and testing. The University will provide all

required materials. Hours for work performed under this contract shall be paid only for productive time on the job site. Time spent for transportation of workers, handling and delivery of Contractor owned or rental equipment, and breaks for lunch or other times Contractor's employees are away from the job site are not billable.

Labor will be solicited as the needs of the University dictate. This could be in the form of requesting a quote for a job in total or labor to supplement ongoing maintenance efforts including emergency repairs. For jobs that require a quote submittal, the Contractor should carefully consider the amount and character of the work to be done, as well as the difficulties involved in its proper execution. The University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contracts as may be deemed in the best interest of the University. Contractor shall develop clear, concise, and professional quality written quotes containing the total cost for each project for review by the University. Contractor shall include in their quote all costs deemed necessary to cover all contingencies essential to successfully install the specified solution. Any cost not specifically itemized in the proposal shall not be incurred unless specifically agreed upon, in writing. No claims for compensation will be considered or allowed for extra work resulting from an oversight of any existing conditions on the part of the Contractor. The University will issue a purchase order authorizing the Contractor to proceed with the work. No work is to be undertaken by the Contractor until a written purchase order has been issued by the University.

Upon completion of work ordered under any resulting contracts, the Contractor shall notify the University for the purpose of scheduling a joint inspection of the work. No acceptance period shall begin until the University has been given an opportunity to perform a thorough inspection of the completed work. Project acceptance by the University shall be subject to completion of all work, successful post-installation testing yielding 100% pass rating, successful completion of performance period, and receipt of all deliverables. A performance period of thirty (30) consecutive calendar days of twenty-four (24) hours each wherein the system operates without a failure shall constitute a successful performance period.

The Contractor shall be responsible for the following:

1. The Contractor shall be responsible for transporting JMU provided materials from JMU warehouse location to specific job sites on campus.
2. The Contractor shall test for proper level of service to meet the specifications required for the appropriate lines, maintaining documentation of such tests for a minimum of thirty (30) days for review at the request of the University.
3. The Contractor shall have a staff of properly trained personnel sufficient to handle multiple, simultaneous, small and large-scale projects in a multi-campus environment. All services shall be performed by technicians who are directly employed or supervised by the Contractor and qualified through telecommunications training to work on the specified manufacturer and types of material listed.
4. The Contractor shall have a project manager or lead technician with intimate knowledge of the practices and procedures of the networking and telecommunications trade as well as general knowledge of the qualities, adaptability, and uses of various telecommunications products and materials, practices and techniques.
5. Project sites shall be clean and tidy throughout the work day. All debris generated by the Contractor shall be picked up and lawfully disposed of at the conclusion of each work day. Contractor may be responsible for removing and laying aside ceiling tiles during the

installation, depending upon the scope of work. Contractor shall place ceiling tiles back in place by the end of each workday.

6. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes attending required safety training by JMU or its General contractors and adherence to Occupational Safety and Health Administration (OSHA) standards including, but not limited to, confined space procedures.
7. Cable support hardware installed above suspended ceilings shall not be mounted on or in any way supported by the ceiling grid, panels, support channels, or vertical ceiling supports such as ceiling support wires or rods. All cables routed above ceilings shall be suspended in keeping with all applicable standards and supported within conduit, cable tray, "J" hooks, or functionally equivalent open-top support systems. Cables shall not sag more than 12" between cable supports. Telecommunications Industry Association (TIA) standards for spacing, routing, and cable sag shall be followed. Cables shall be loosely bundled and follow hallways and common areas and be installed in keeping with TIA recommendations.
8. The Contractor shall label each element of the cabling system in accordance with JMU labeling scheme: Room number, jack letter, and port number of faceplate. Where horizontal cables terminate in wall boxes at the work area, their labels shall be located within the wall boxes.
9. The Contractor shall maintain in good order for the duration of work at each site one (1) complete set of as-built plans supplied by JMU Telecom. These plans will be used for documenting any changes made during the job. Within thirty (30) days of job completion and acceptance by the University, a set of as-built drawings shall be delivered to JMU Telecom as a permanent record along with the Contractor's invoice.
10. The Contractor shall ensure that no Intra/Inter-building telecommunications are installed or run adjacent and/or parallel to power cabling. A minimum of 10" distance is required from any fluorescent lighting fixture or power line up to 2kVA and 24" from any power line over 5kVA. Similarly, cable shall be routed and terminated as far as possible from sources of EMF or EMI, such as ballasts, generators, fans, motor control units, motors, etc.
11. Contractor shall certify Copper Cable to the following standards: Test equipment shall be classified as Level 4 or higher in compliance with TIA standards. JMU will only provide materials not to exceed 10% failure rate.
12. Fiber Optic Cabling Specifications: Contractor shall be required to install, repair, replace, modify and/or terminate fiber optic cable and related components.
 - a. The current cable specifications used by JMU for fiber optic installation include: Loose tube, tight buffer or ribbon Single Mode and Multi-Mode fiber 62.5/125. JMU reserves the right to add or modify cabling types as needed through the duration of the resulting contract.
 - b. All fiber optic bend radii must comply with manufacturers specifications.
 - c. There shall be no unauthorized splices on any fiber runs.
 - d. A Minimum of 10ft cable maintenance service loop shall be implemented at both ends to allow for any future modifications to the original installation.
 - e. All fiber optic patch panels shall be installed according the manufacturers specifications.

13. Certifying Procedures for Fiber Optic Cable: Test equipment shall be classified as Level 4 or higher in compliance with TIA standards.
 - a. Each installed fiber optic strand shall be certified for end-to-end attenuation with a calibrated optical Power Meter and light source. Cable length and attenuation shall be certified using an Optical Time Domain Reflectometer (OTDR).
 - b. Contractor shall test all backbone multimode fiber at 850nm and 1300nm and single mode at 1310nm and 1550 nm according to the EIA/TIA Telecommunications Wiring Standard ANSI/TIA EIA-568.B.1.
 - c. For fiber optic runs, DB losses per connector shall not to exceed .50db. Per splice .03db.
 - d. JMU will only provide materials not to exceed 10% failure rate.
14. Contractor shall perform work to the most recent versions of the following standards:
 - a. Virginia Uniform Statewide Building Code
 - b. National Electric Code (NEC): ANSI/NFPA-70
 - c. Uniform Commercial Building Code
 - d. Safety Codes Commission of the Commonwealth of Virginia rules, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia.
 - e. ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Singlemode Fiber Cable Plant
 - f. TIA-569, Telecommunications Pathways and Spaces
 - g. TIA-606, Administration Standard for Telecommunications Infrastructure
 - h. ANSI/TIA-606-B, Administration Standard for Commercial Telecommunications Infrastructure, including the requirements specified by the customer, unless the customer specifies their own labeling requirements.
 - i. TIA-607, Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
 - j. TIA-758, Customer-owned Outside Plant Telecommunications Infrastructure Standard
 - k. TIA-568.0-D, Generic Telecommunications Cabling for Customer Premises
 - l. TIA-568.1-D, Commercial Building Telecommunications Infrastructure Standard
 - m. ANSI/TIA-568-C.0, Generic Telecommunications Cabling for Customer Premises.
 - n. ANSI/TIA-568-C.1, Commercial Building Telecommunications Cabling Standard
 - o. TIA-568-C.2, Balanced Twisted-Pair Telecommunications Cabling and Components Standards
 - p. TIA-568-C.3, Optical Fiber Cabling Components Standard
 - q. TIA-568-C.4, Broadband Coaxial Cabling and Components Standard
 - r. ANSI/TIA-1152, Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling

B. Describe in detail your firm's approach to each of the following items. Failure to provide responses to the items below may result in rejection of the proposal.

1. Describe your firm's experience and qualifications in regard to telecommunications data and fiber optic cable installation, will-call maintenance, and emergency repair cabling services.
 - a. Provide examples of work performed that indicate your firm is capable of providing the services requested. Include relevant certifications.

- b. Indicate your firm's established processes, procedures, staff resources, and relevant tools in place for the installation of cabling upon request of a formal quotation or issuance of a statement of work.
 - c. Provide a list of certifications/qualifications for permanent staff members that may be assigned to perform work at James Madison University.
 - d. Indicate type of warranty and coverage provided by your firm.
2. Provide a list of equipment owned (*i.e. fusion splicer, excavation and boring equipment, cable testers, etc.*) and their fiber calibration certificates with your firm's proposal.
3. State your firm's ability to install fiber optic cable and connectors, mount wireless access points, data lines such as Cat5e, Cat6 or Cat6A limited combustible cable (*plenum*), coaxial cable, and conventional telephone wiring for systems such as Centrex, ISDN and digital systems.
4. State your firm's ability to furnish all necessary labor, supervision, tools, labeling and other equipment, and testing and certification devices to install, maintain, and repair University owned Cat5e, CAT6 and Cat6A cables, coax cable, fiber optic cables, and interconnect distribution facilities for voice, video, internet protocol telephony and data services over the University local/wide area network, and cable television distribution system.
5. State your firm's ability to furnish all necessary labor, supervision, and tools necessary for the build-out of a Telecom Room (TR) as designed and provided by JMU. This includes, but is not limited to, racks (*wall mount and /or floor mount*), cabinets, TGB's, patch panels, wire management, and plywood for designated walls, etc.
6. Normal working hours for JMU are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except observed [holidays](#). Capital construction projects may require that the selected Contractor work a flexible schedule which may be defined by the General Contractor of that capital construction project. This may include, but is not limited to, a flexible work day or a flexible work week in order to meet fluctuating deadlines.

State your firm's ability to meet the above requirements.

7. JMU defines emergency repairs as work necessary to restore normal network and/or telephony capability to a large portion of campus. This includes, but is not limited to, fiber being cut, Cat5E, Cat6 or Cat6A cable being cut, a catastrophic lightning strike involving wiring, etc.

State your firm's "response to site times" for emergency repair service requests.

8. Changes to scope shall only be initiated and or issued by JMU Telecom, and must be tracked via a formal change order process. Payment of invoices shall only be made for the original scope of work and any approved change orders. Invoices must include copies of the executed change order.

Describe your firm's process for change orders and provide a copy of your standard change order form.

9. State your firm's ability to transport any removed, abandoned, or trash cable pieces to JMU's recycle facility.
10. The Contractor shall be required to provide a printout certifying each horizontal cable run as compliant with the TIA-568 specifications for the Category of cable under permanent link certification (*as appropriate*) via an electronic testing device specifically designed for that purpose, according to all applicable manufacturers' instructions and recommended configurations. Cable certification printouts must show all relevant parameters for the category of cable certified and the relative performance of the particular link being tested, as well as an overall pass/fail rating. Improperly performed tests will not be accepted, including tests performed where the Nominal Velocity of Propagation (NVP) is not properly configured for the specific cable under test.

State the format(s) your firm can use to provide these documents.

11. Provide a detailed list any other services your firm is certified and authorized to provide that might be useful to JMU.

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 five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the

solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets

or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, 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.

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; 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. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- S. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- T. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- U. STANDARDS OF CONDUCT: The worksite may be occupied by students, faculty, and staff while services are being performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety, and cooperation at all times while on JMU's campus. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks or open desk drawers, cabinets, or briefcases and the like, except as authorized. The University reserves the right to request alternate personnel without cause. The Contractor shall accommodate any requests made in a timely manner that is deemed acceptable by the University.
- V. 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.

W. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the Contractor's sole expense prior to final acceptance of the work.

X. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all proposed services, including the following:

1. Hourly labor rate
2. Hourly labor rate for holidays/after-hours
3. Hourly rate for emergency repairs

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

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 the following links:

<https://usa.visa.com/support/small-business/regulations-fees.html>

<https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT 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)