



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6690

This contract entered into this 7th day of August 2023, by Valley Automation, 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 August 14, 2023 through August 13, 2024 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal MPM-1183 dated May 30, 2023:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated June 29, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated August 7, 2023.

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

CONTRACTOR:

PURCHASING AGENCY:

By: Heather Embury (Signature)

By: Michael Morrison (Signature)

Heather Embury (Printed Name)

Michael Morrison (Printed Name)

Title: President

Title: Buyer Senior

RFP# MPM-1183 SCADA / HMI SOFTWARE & SERVICES

8/7/2023

The Primary Point of Contact for this Contract is:

Patrick Embry
1-540-743-7772
pembry@valleyautomation.net

Valley Automation, Inc. agrees to the CPI-W yearly consideration for price changes as stated in the RFP.

PRICING SCHEDULE:

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

Electrical Engineering:

- PLC Programming, HMI Development, panel design, system design, and equipment specification, network design, network configuration, and project management. Includes normal hours call in support for consultation, maintenance or troubleshooting.
- **(\$126.05 / hour)**

SCADA Engineer:

- Network configuration, server setup, software development, PID setup and tuning, advanced HMI setup, programming, and protocol converters. General information technology requirements, SQL programming, reporting setup and configuration, Historian setup and configuration, general SCADA development, maintenance, and troubleshooting.
- **(\$126.05 / hour)**

Electrician:

- Master Electrician / Technician – Panel construction, installation, and terminations. Conduit and wiring.
- **(\$103.13 / hour)**

Certified Instrumentation, Installation, and Calibration Services:

- **(\$103.13 / hour)**

Camera and Security System Install and Support:

- **(\$103.13 / hour)**

Journeyman or below – Assist Master Electrician:

- **(\$63.02 / hour)**

Structured cabling as performed by electrical, and camera install and support as applicable to services:

- Installation, maintenance, and testing of riser, plenum, and outdoor rated cat5e cable and all versions or cat6 cable.
- Installation, maintenance, and testing of riser, plenum, and outdoor rated single-mode and multi mode OM1, OM2, OM3 and OM4 fiber optic cable.
- Installation of floor and wall mount network equipment racks to include but not limited to patch panels, wire management, and uninterrupted power supply (UPS).
- Installation of building wire management to include but not limited to J-Hooks, cable tray, PVC conduit and fiber innerduct.
- **(\$103.13 / hour)**

Security camera:

- Installation and maintenance of IP based security camera systems to include network video recorder (NVR), various cameras options too include but not limited to dome, bullet, panoramic, and license plate. Installation of ethernet cabling with necessary ethernet switches.
- **(\$103.13 / hour)**

Access control:

- Installation of access control system with server and software for access control management. Various door lock systems too include but are not limited to strikes, rim strikes, magnetic locks, and panic bar configurations. Installation of necessary cabling and wiring for door controllers and power supplies.
- **(\$103.13 / hour)**

Travel:

Valley Automation, Inc. waives all travel costs to provide services to James Madison University campus in Harrisonburg, VA.

Extended pricing includes travel in Zone 1 (Frederick, Clarke, Warren, City of Winchester) and Zone 2 (Shenandoah, Page, Rockingham, Augusta, City of Harrisonburg, City of Staunton, and City of Waynesboro). Any counties or cities not previously listed in Zone 1 or Zone 2 will require travel costs to include all of Zones 3 – 9.

Valley Automation, Inc. agrees to abide by GSA rates for all travel, meals, and incidentals.

Other Fees		
Charge Card Processing Fees:	0	%



James Madison University
RFP #MPM-1183
SCADA / HMI Software & Services

Response provided by:

Valley Automation, Inc.
1316 East Main St.
Luray, VA 22835



June 29, 2023

Commonwealth of Virginia
James Madison University
Procurement Services
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

RE: RFP #MPM-1183 – SCADA / HMI Software & Services

Valley Automation, Inc, is pleased to provide James Madison University with the following response to RFP #MPM-1183 – SCADA / HMI Software & Services. Valley Automation, Inc. has office locations in Luray and Harrisonburg, VA. In business since 2007, Valley Automation, Inc. provides systems integration and technical support to companies throughout the region. Valley Automation, Inc. has supported James Madison University for over 15 years.

Valley Automation, Inc. (VAI) is a SWaM Certified business in the Commonwealth of Virginia (Small and Women), and Micro Certified. Additional business certifications include Class A Electrical contractor, and DCJS Security system installers.

Valley Automation, Inc. is a Rockwell Automation recognized Systems Integrator since 2015, a distinct certification providing our staff with resources not found among competing integrators in the area.

Currently employing a diverse staff to include electrical / control, system engineers, technicians and electricians make Valley Automation, Inc. a leader in the area for automation services.

On behalf of the entire staff of Valley Automation, Inc. we look forward to continuing to serve James Madison University.

Best Regards,

A handwritten signature in blue ink, appearing to read "Patrick Embry".

Patrick Embry
Sr. Systems Engineer – Owner
Valley Automation, Inc.



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STATEMENT OF NEEDS

Valley Automation, Inc. (VAI) is pleased to provide the following response to Section IV. Statement of Needs

A. Software Support:

Contractor Shall provide at a minimum software support for the following components:

- a. Rockwell Factory Talk View Site Edition v12.00.00
- b. Rockwell Factory Talk View Studio
- c. Rockwell Factory Talk Alarms and Events
- d. Rockwell Factory Talk ViewPoint Mobile
- e. Rockwell Factory Talk Historian
- f. Rockwell Studio 5000
- g. Rockwell RSLinx
- h. Allen Bradley PLC's (ControlLogix, CompactLogix, & Micrologix)
- i. TOP OPC Server
- j. Matrikon OPC Server
- k. XL Reporter
- l. Microsoft SQL Server
- m. Ignition SCADA Data Acquisition
- n. Wireless Steam Trap Monitoring

1. Contractor shall provide (at a minimum) software support for the following components:

Valley Automation, Inc. as a Rockwell Automation Silver Level Systems Integrator – Controls has extensive experience with all products listed above. Valley Automation, Inc., to date has installed and configured all Rockwell Automation based equipment and software currently in operation at James Madison University ECPP and WCPP facilities.

As presented, a brief summary of VAI experience with each software package is listed below:

a, b, c, d: Rockwell Factory View, Studio, Alarms and Events and ViewPoint Mobile

Valley Automation has several installations of Factory Talk (FT) View systems in place at JMU and other facilities. The Factory



Talk SE suite, in the case of JMU, the network distributed suite of products are utilized. JMU has a mix of standalone FT View clients and FT Viewpoint clients in use. All communication setup, software installations, server / client setup, network and initial development exercise have been provided by VAI to date.

Valley Automation, Inc. has also successfully installed FT View systems in water, wastewater and industrial settings through projects outside of JMU.

e. Factory Talk Historian

Valley Automation, Inc. (VAI) has experience with integrating Factory Talk (FT) Historian packages into FT View systems. Experience with software installation, setup and integration with Rockwell and 3rd party servers have been accomplished at JMU and other sites with VAI staff. Integration of graphing, reporting and display of historical data have been accomplished by VAI at JMU facilities. Integration of connections to non-Rockwell software suites such as Matrikon and Top Server for BAS driven data have also been included in VAI provided solutions to JMU.

f. Rockwell Studio 5000

Valley Automation, Inc. has supplied, installed and utilized Studio 5000 software at the East Campus Power Plant system. Studio 5000 is used for both HMI programming (Panel View units) and PLC programming of all PLC modules with software version 28 and above. JMU currently operates the ECPP with version 30 and the WCPP with a mix of versions dating back to version 21. VAI staff are trained and experienced on all Rockwell software with a high level of use with Studio 5000 as it is Rockwell's central software package for automation and control.

g. Rockwell RSLinx

Valley Automation, Inc. has experience with RSLinx Lite, OEM, Pro and Gateway versions. Currently, JMU has no known installations of RSLinx at ECPP or WCPP. Both facilities utilize RSLinx Enterprise, which is an included component with the



Factory Talk Suite of products listed in a – d above. Regardless, VAI is experienced with using all versions of products requiring connectivity to Allen Bradley hardware regardless of being a Rockwell software or third party software requirement.

h. Allen Bradley PLC (Control Logix, Compact Logix and Micrologix)

Valley Automation, Inc. has installed and programmed all Allen Bradley controllers to date at the ECPP and WCPP. A summary of equipment in use is detailed below:

East Campus Power Plant (ECPP): Valley Automation, Inc. recently completed a conversion at the ECPP by installing new Control Logix PLC units. These units, one for heating and one for cooling, both connect to remote racks over Ethernet IP protocol. A mix of discrete and analog signals to each rack allow for consistent data collection and plant control for use by operators.

The ECPP also have several Compact Logix units, a scaled down version of the Control Logix. Several older installations include the Compact Logix family. All Control Logix and Compact Logix currently communicate and operate over the new Ethernet IP network. All Allen Bradley hardware, control cabinets, panel wiring/termination, programming and commissioning have been provided by VAI staff over the past 10 years.

West Campus Power Plant (WCPP): Valley Automation, Inc. has supported and installed Allen Bradley hardware at the WCPP since the plant expansion. Boiler 1, Boiler 2, the DA tank and fuel system are currently monitored with some control using the Control Logix series of controllers. A Compact Logix process has also been installed allowing for remote racks and Ethernet IP connectivity to devices such as Danfoss drives, as well as Boiler 5 monitoring and control. All information, once in an Allen Bradley controller, is easily populated to Factory Talk suite of software currently in use at WCPP.



It is important to note that Boiler 5 at WCPP utilizes a Red Lion HMI unit as opposed to the Rockwell Panel View units that are in use for Boiler 1, Boiler 2, and the DA Tank and fuel system. VAI programmed all the current units in use at the WCPP to include: Modbus conversion to Ethernet IP, with Boiler 5 using the Red Lion panel view, Boiler 1 and 2 using Red Lion DSPLE-000 units, and the DA Tank and fuel system using a Red Lion DA10D.

Hardware platforms, if and when necessary, can communicate to each other over the Ethernet IP network between the ECPP and WCPP power plants. Exchange of data, backups, and monitoring are completed over this network.

i. TOP Server – OPC BACNet

Valley Automation, Inc. has successfully installed OPC BACNet software for connectivity to BAS systems connected to the JMU network. BACNet is the new BAS protocol and connects to Siemens, JCI and other specialized equipment over ethernet.

j. Matrikon OPC Server

Valley Automation, Inc. has phased out the Matrikon OPC server, as the N1 protocol is not supported on modern x64 bit operating systems. The JCI hardware is in the process of being phased out moving forward in favor of Siemens systems.

k. XL Reporter

Valley Automation, Inc. has provided setup and assisted in reporting requirements using XL Reporter at both ECPP and WCPP locations. XL Reporter currently connects to a SQL based logging method at WCPP and FT Historian logging method at ECPP. VAI has worked with JMU staff to provide baseline connective and reporting at both locations on both systems.

l. Microsoft SQL Server

Valley Automation, Inc. has a staff with experience in setup, programming, connecting, reporting and backup of SQL Server



databases. VAI staff is experienced with Table generation, data logging and optimization, T-SQL programming for stored procedures and ad-hoc queries as well as network connectivity and backup plans.

m. Ignition SCADA Data Acquisition

Valley Automation, Inc. has installed Inductive Automation's Ignition platform at ECPP and WCPP to monitor the 30-day average of O₂ levels from the ECPP and WCPP boilers while they are running. The Ignition platform provides the ability to monitor the relevant PLC tags and interact directly with SQL to calculate and log the data, without the need for a client screen to be running in the SCADA application. It also provides alarms sent to the FactoryTalk system in the event data logging has stalled. Prior to this installation, the monitoring was performed with the FactoryTalk SCADA system, but required a specific client window to be active on the FactoryTalk server for the logging to occur. Ignition provides a more reliable method that runs on a Virtual Machine on the ECPP and WCPP SCADA servers that will automatically power itself back up in the event of a power loss or system failure.

n. Wireless Steam Trap Monitoring

At both ECPP and WCPP, Valley Automation, Inc. has installed a new Control Logix PLC rack to support the Steam Trap monitoring over a wireless IP system. This system shall be supported moving forward as a part of the VASCUPP agreement.

2. Contractor shall provide (at minimum) integration, programming, mapping, networking and tuning of various control processes to include design and drawing updates. Contractor to provide on-site training and written instructions for system administrator with all upgrades and modifications. JMU will provide graphic designs and implementation.

Valley Automation, Inc. has provided all items as described above in all direct JMU and General Contractor projects (Southern Air, Inc. and Riddleberger Brothers, Inc.) in the past. Valley Automation, Inc. shall continue to provide these requested services and welcomes any feedback that would enhance our service level during such activities to James Madison University.



3. Describe licensing. If licensing is based on number of users, screens or points. Describe the models used to obtain numbers both for current and future usage.

Valley Automation, Inc. has provided all software listed in section 1 during previous projects to James Madison University. At this time, all software packages require a yearly renewal fee in some form or another.

The following items from Section 1 are listed below regarding renewals:

- No renewal necessary:
 - Allen Bradley PLC's
 - Microsoft SQL Server
- Yearly renewal with no limits:
 - Rockwell Studio 5000
 - Rockwell RSLinx
 - TOP Server – BACNet
 - XL Reporter
 - Microsoft SQL Server
 - Ignition SCADA Data Acquisition
- Specific licensing requirements
 - Factory Talk Site Edition Station is licensed at WCPP for 250 screens
 - Factory Talk Site Edition Server is licensed at both locations and requires yearly renewal
 - Factory Talk View Studio is licensed at both locations and requires yearly renewal
 - Factory Talk Site Edition Clients is licensed at both locations location and requires yearly renewal for 9 clients
 - Factory Talk Alarms and Events is licensed at both locations and requires yearly renewal
 - Factory Talk ViewPoint Mobile is licensed at WCPP and requires yearly renewal for 4 nodes
 - Factory Talk Historian, licensed for 2500 points requires a yearly renewal at both ECPP and WCPP locations

Appendix B provides screenshots of the licensing managers for ECPP and WCPP.



Valley Automation, Inc. works closely with clients to determine the required software and hardware levels to purchase for current projects and project growth. The hardware and software platforms in place at the ECPP and WCPP power plants allow for a significant amount of growth in all regards. The approach to both locations was to create a flexible and versatile hardware and software base for use in years to come.

4. Describe additional modules not in the minimum specifications that may be of interest to the University

Valley Automation, Inc. provides automation services to include other non-Rockwell solutions to our growing customer base. From electrical engineering, electrical installation, instrumentation, security, cabling and custom programming.

Valley Automation, Inc. provides a 3500-sq. ft. facility for panel construction and system testing. A UL508A certified construction facility, Valley Automation, Inc. can provide full scale panel design, construction and installation services.

Appendix C provides Valley Automation services and additional company information.

5. Describe your relationship with the vendor(s) of any third-party tools (reporting tools, application server, DBMS vendors, etc.) included in this proposal; including licensing, costs, support for the product(s), and version (full or modified).

Valley Automation, Inc. as a Rockwell Automation Silver Systems Integrator – Control has many resources available to us for system design, installation, and support from Rockwell tech services. As part of the program, Valley Automation, Inc. is constantly being updated on new product information as well as several training events each year.

Valley Automation, Inc. is also a Dell Premier vendor, allowing us to provide Dell solutions with assistance from Dell architects and pricing specialists.

Valley Automation, Inc. has extensive experience with Microsoft products, to include all versions of servers and workstation software.



Experience with the secure setup of domain environments, ongoing maintenance needs and backup strategies are part of our abilities in house.

Valley Automation, Inc. partners outside the reference to this RFP include but not limited to:

- Inductive Automation
- Wonderware
- Modicon PLC
- Siemens
- GE PLC
- Danfoss
- Square D VFD
- Schneider Power Monitoring

6. Contractor shall be a Recognized System Integrator for Rockwell Automation products within the following discipline: Control. Contractor shall provide proof of system integrator with their proposal response.

Valley Automation, Inc. is a Silver Certified Systems Integrator for Rockwell Automation. This is a distinct certification providing our staff with resources not found among competing integrators. Our staff is experienced with all the new and legacy Rockwell/Allen Bradley systems for PLC and HMI programs.

<https://www.rockwellautomation.com/en-us/sales/partner-details.html?id=317fa07c-e435-4893-1625-2642ab8316a0>

B. Hardware:

1. Provide the complete specifications of all new equipment components for a turn-key installation. JMU reserves the right to purchase equipment from contractor or elsewhere. Dell hardware is the preferred manufacturer of servers, PC's and Monitors for the HMI system. For Touchscreen Monitors, ELO is the preferred manufacturer.

Valley Automation, Inc. has provided hardware requirements for JMU for various projects over the past fifteen years. In those projects we have supplied PLC hardware equipment, protocol converters, network switches as well as the requested Dell servers, PC's and monitors.



2. Provide all environmental requirement specifications for any equipment should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective.

Valley Automation, Inc. shall provide hardware to JMU with no need for special environmental considerations unless specifically asked to do so. All equipment provided shall either be suitable for established environmental locations at each facility (server racks, PLC enclosures, workstations, etc.)

3. The contractor may be required to provide field devices for use within the control process to include flow meters, pressure transmitters, temperature transmitters, level transmitters, VFD's and any other component within the control system. These devices shall be specified by JMU.

Valley Automation, Inc. has provided equipment as described for JMU project during past and current projects. We are able to install the electrical requirements in addition to providing the equipment listed. Valley Automation, Inc. shall continue to provide hardware to JMU as requested per project or immediate needs.

C. Maintenance and Support:

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.

Valley Automation, Inc. upon acceptance of this proposal shall work with JMU staff to formulate a plan for updates. Updates shall include but not limited to:

- Microsoft service packs.
- Confirmation of backups for SCADA, Historian, and configuration files.
- Confirmation of 30 day average operation at each plant, data recording and retrieval.
- Review of current PLC revision levels and needs, if any to upgrade firmware of PLC controllers.
- Continue to update CAD (.dwg) and Vision drawings as work continues, equipment is added or deleted and changes to any in accuracies found.



ECPP and WCPP are not currently on the internet. VAI would provide critical updates via USB stick unless temporary internet access can be established on systems at each facility.

2. Describe your ability to respond to emergency situations to include average response time, cost associated with responding to emergency situations and weekends, nights and holidays. Include method of communication for emergency services.

Valley Automation, Inc. has provided continual support to JMU for over 15 years. Our firm, at a minimum, will respond to requests within 4 hours for emergencies.

Our rates for typical after hours/weekends/holiday requests are 1.25 times the agreed upon rate for services. Valley Automation, Inc. request for service can be provided by:

- Sending a request email to support@valleyautomation.net.
- Contact our main office at 540-743-7772 with any service needs. After normal business hours, service calls to this number are monitored by an after-hours answering service and will be dispatched to the Valley Automation support staff.
- Calling staff as necessary. An updated list of staff members and numbers shall be supplied upon award of this contract.

No travel time to the facility shall be charged.

Minimum two hour for afterhours phone consultation and online support.

Minimum four hours for onsite afterhours assistance.

3. Describe capabilities for remote support and indicate what access to accounts and system is required. Describe locations from which this activity would take place.

Valley Automation, Inc. provides online assistance to many of its customers. The only requirement to obtain these services is to have an internet connection to the ECPP and/or WCPP. Since both systems are connected via fiber, only one internet connection to a single node is required.



In the past, this internet connection is disconnected from the main JMU network unless required for use. This strategy is sufficient for remote support needs as long as a qualified person is onsite to enable the internet connection (plug it in).

Valley Automation, Inc. uses a host of online support tools to connect to servers. All software on the servers can be accessed using this strategy. Therefore, support for SCADA, PLC, and other hardware/software items are available when internet connection is available to the system.

4. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.

At this time, Valley Automation, Inc. only maintains support requests through normal working hours and after-hours support.

Projects for which Valley Automation, Inc. are working on, or requirements caused by Valley Automation, Inc. to work after hours due to scheduling constraints shall not require JMU to pay after-hour rates. Activities requested by JMU and identified as only available to be completed after hours shall be subject to after-hours rates as presented.

5. Describe all maintenance costs for the first year, and, on the basis of annually renewable contract, all maintenance costs for each of the following six years.

JMU currently has the following SCADA hardware in place:

ECPP – 1 server, 1 workstation, 5 thin clients

WCPP – 1 server, 2 workstations, 4 thin clients

JMU currently has the following PLC hardware in place:

○ ECPP:

- 2 Control Logix Racks with 5580 based processors
- 2 remote racks
- 1 Compact Logix rack
- Ethernet IP network
- Protocol converters
- 3 Panel View HMI units

○ WCPP:

- 3 Control Logix
- 1 Compact Logix rack



- 1 Remote Compact Logix racks
- 3 Rockwell PanelViews
- 3 protocol converters
- 1 Red Lion HMI
- Ethernet IP network

Services to maintain these items would include:

- Updates to Windows based servers/workstations
- Backup of all critical configuration files, PLC codes and other critical files from equipment listed above
- Confirmation of automated backup system operations
- Confirmation of 30 day average operation and data log
- Online support for operation issues related to maintenance support
- PLC Firmware upgrade if required
- Does not include SCADA version upgrades. Upgrade from version to version requires engineering activities to identify requirements and vary depending on version of requested upgrade.
- (Option 1) Up to 40 hours of non-related support as listed above, to be used as required related to SCADA and PLC maintenance.

Valley Automation, Inc. is pleased to provide maintenance costs as presented above for **\$8,800.00 per year**. Option 1 would be extended at an additional **\$5,042.00** (based on \$126.05/ hour). Annual maintenance cost and Option 1 pricing is worth a total of **\$13,842.00**.

An increase of 3% per year for annually renewable contracts shall apply.

Extended pricing includes both ECPP and WCPP locations.

6. Describe the procedures for obtaining services for all types of maintenance

Valley Automation, Inc. shall perform the services listed for maintenance contract on a quarterly basis. Any items related to the services provided which require onsite correction / attention shall be part of this proposal and attended to upon notification.

Services may be requested with the same means as described previously in this proposal (Reference Part C: Question 2).



7. Describe the escalation procedures

Valley Automation, Inc. shall treat all requests for services with urgency. Being the systems integrator who installed all Rockwell based equipment and software at both ECPP and WCPP, we understand the urgency and need for a quick response.

Per notification, the approved plant representative shall discuss with VAI staff the issue at hand, its level of importance and if immediate response is required. This approach shall take place regardless of maintenance contract or general services request.

Our history with the University, supporting both WCPP and ECPP systems, show our level of responsiveness and attention to issues upon notification from past experiences.

8. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

As outlined, the proposed contract does not include:

- Version upgrade of SCADA, Historian, IO or reporting software packages
- General PLC or SCADA programming
- Installation or removal of new hardware (PLC, PLC cards, field IO, VFD drives, etc.)
- Electrical installations
- Replacement costs of hardware failures for systems currently in place.
- 3rd Party software pricing for 2023 is found in **Appendix D**.

D. Services:

1. Describe an implementation timeline and project plan and include examples of previously used project plans

In 2019, Valley Automation, Inc. performed a controls conversion at the ECPP JMU location. For purposes of this proposal, we will reference the timelines of that project from start to completion.

- Start to 3 months – work with JMU to identify project needs and scope of work. Scope includes assisting with specification of



hardware and software requirements, providing estimates for budgeting for hardware, software, electrical installation, software programming and related equipment / needs for successful project completion.

- RFP Phase – Valley Automation, Inc. prepares response to RFP with schedule set in RFP response to general contractors and or sole contract with JMU.
- Upon award to 2 weeks – specifications of equipment and required preliminary drawings on PLC enclosures, network racks, equipment, etc.
- Upon acceptance of specifications to 4 weeks – fully constructed PLC panels and other hardware are delivered to site and ready for install
- Upon acceptance of specifications to 5 weeks – preliminary PLC programming and HMI programming to begin. Work with JMU to identify equipment operation and prepare for commissioning
- Upon delivery of equipment to 2 weeks - equipment power, terminations, network setup and device scaling. Begin PID tuning and initial detailed graphics development in HMI and panel view units.
- Commissioning period – work with JMU and any contractors to confirm proper operation, graphical representation and recording of any and all historical data as required. Scheduled upon final terminations and programming.
- Training and documentation - 2 weeks after commissioning complete – provide backups of all documented code, provide CAD and PDF drawings of all technical information, provide training specific to system needs and operation.
- Completion of training and documentation fulfills obligations and starts warranty period for programming and operation. Manufacturers' warranties begin at the time of material purchase.

In 2022, Valley Automation, Inc. performed an upgrade of the ECPP and WCPP SCADA hardware and software. While both projects were awarded simultaneously, the ECPP upgrade was performed first, followed by the WCPP upgrade on a similar time scale. For the purpose of this proposal, we will reference the timelines of the ECPP project from start to completion.



- Start to 2 Months – work with JMU to identify project needs and scope of work. Scope includes conversion of physical servers at ECPP and WCPP into single VMware ESXi servers at each location, conversion of operator workstations into managed Thin-Clients, and conversion of the WCPP Plant SCADA into a Network Distributed system.
- Proposal Phase – Valley Automation, Inc. prepares proposals for both ECPP and WCPP under VASCUPP Contract UCPJMU5246 which included planned order of service and hardware specifications.
- Upon Award – Purchase of all proposed hardware for ECPP and WCPP
- Upon delivery of equipment to 2 weeks – ECPP: Installation of Microsoft Server OS on Domain Controller, SCADA, Historian, and Terminal VMs. Installation of required server roles and services. Installation of Factorytalk v12.00, Factorytalk Historian, ThinManager, XL Reporter
- Upon delivery of equipment to 5 weeks – ECPP: Backup of existing ECPP SCADA application. Conversion from v9.00 to v12.00. Testing at VAI facilities.
- Upon delivery of equipment to 7 weeks – ECPP: Installation of upgraded system at ECPP. Periodic testing of live data and controls in conjunction with existing SCADA
- Upon Installation at ECPP to 1 week: Complete transition to upgraded SCADA system at ECPP. Operator testing and acceptance.
- Upon Installation at ECPP to 2 weeks: Full ECPP project completion.

2. Describe the training options and include a catalog of training offerings and their associated costs

Valley Automation, Inc. will as part of its proposals for projects and support provide training for any items we install at JMU facilities. We are able to train for specific functions hardware and software systems operate at the facilities. Our training can assist with training staff members, technicians and management on any aspect they request.

Valley Automation, Inc. can provide pricing at the time of request for formal training through our OEM relationships. Training specifically for



Rockwell products can take place at Electrical Equipment Company Offices. Under this contract, Valley Automation, Inc. can provide training classes at extended pricing plus 10%.

Appendix E provides the current EECO training dates and costs for 2023.

3. Describe services available from your company and/or partners including pricing information that may be included in the final contract.

Valley Automation, Inc. can provide the following services as part of this contract to James Madison University or to any other VASCUPP or state funded agency. Extended pricing is for normal business hours. After hours and holiday rates follow the same protocol as described in Section C, Question 2.

Extended pricing includes travel in Zone 1 (Frederick, Clarke, Warren, City of Winchester) and Zone 2 (Shenandoah, Page, Rockingham, Augusta, City of Harrisonburg, City of Staunton, and City of Waynesboro). Any counties or cities not previously listed in Zone 1 or Zone 2 will require travel costs to include all of Zones 3 – 9.

Electrical Engineering:

- PLC Programming, HMI Development, panel design, system design and equipment specification, network design, network configuration, and project management. Includes normal hours call in support for consultation, maintenance or troubleshooting. **(\$126.05 / hour)**

SCADA Engineer:

- Network configuration, server setup, software development, PID setup and tuning, advanced HMI setup, programming, and protocol converters. General information technology requirements, SQL programming, reporting setup and configuration, Historian setup and configuration, general SCADA development, maintenance, and troubleshooting. **(\$126.05 / hour)**

Electrician:

- Master Electrician / Technician – Panel construction, installation, and terminations. Conduit and wiring. **(\$103.13 / hour)**



- Certified Instrumentation, Installation, and Calibration Services – **(\$103.13 / hour)**
- Camera and Security System Install and Support – **(\$103.13 / hour)**
- Journeyman or below – Assist master electrician **(\$63.02 / hour)**

Structured cabling as performed by electrical, and camera install and support as applicable to services:

- Installation, maintenance, and testing of riser, plenum, and outdoor rated cat5e cable and all versions or cat6 cable.
- Installation, maintenance, and testing of riser, plenum, and outdoor rated single-mode and multi-mode OM1, OM2, OM3 and OM4 fiber optic cable.
- Installation of floor and wall mount network equipment racks to include but not limited to patch panels, wire management, and uninterrupted power supply (UPS).
- Installation of building wire management to include but not limited to J-Hooks, cable tray, PVC conduit and fiber innerduct. **(\$103.13 / hour)**

Security camera:

- Installation and maintenance of IP based security camera systems to include network video recorder (NVR), various cameras options too include but not limited to dome, bullet, panoramic, and license plate. Installation of ethernet cabling with necessary ethernet switches. **(\$103.13 / hour)**

Access control:

- Installation of access control system with server and software for access control management. Various door lock systems too include but are not limited to strikes, rim strikes, magnetic locks, and panic bar configurations. Installation of necessary cabling and wiring for door controllers and power supplies. **(\$103.13 / hour)**

Travel will be required for all areas defined above. Travel rates are \$70.00 / hour plus hotel and meals + 10%. \$250.00 per night cap on hotel and meals.



- E. Contractor shall perform work between 7:30 AM – 4:00 PM, Monday through Friday

Valley Automation, Inc. acknowledges work hours and will follow customer request for such. All after hours work requirements have been addressed previously in this proposal.

- F. All costs shall be exclusive of travel. Exception may be granted by JMU on a case-by-case basis.

Valley Automation, Inc. waives all travel costs to provide services to James Madison University campus in Harrisonburg, VA.

- G. All services provided under this contract shall be by trained repair technicians and all work shall be performed in a workmanlike manner in accordance with the manufacturer's recommended equipment maintenance procedures.

Valley Automation, Inc. staffs trained and experienced technical employees. Our firm is a Rockwell Automation Silver Level Systems Integrator with various training in HMI, PLC and Systems Integrator workshops each year.

A detailed account of each employee and their resumes may be submitted upon request.



APPENDIX A
RFP COVER SHEET

3221 Peoples Drive – Suite 160, Harrisonburg, VA 22801

Phone: (540) 743-7772

DCJS 11-6642

www.valleyautomation.net

VA Class A Contractor

1316 E. Main St., Luray, VA 22835

Fax: (866) 436-6706

SWAM Certified

MSHA

REQUEST FOR PROPOSAL
RFP# MPM-1183

Issue Date: May 30, 2023
Title: SCADA / HMI Software & 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 June 29, 2023 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No pre-proposal meeting to be held

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

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

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

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

Name and Address of Firm:

Valley Automation, Inc.
1316 East Main St.
Luray, VA 22835

By: 
(Signature in Ink)

Name: Patrick Embry
(Please Print)

Date: June 29, 2023

Title: Sr. Systems Engineer / Owner

Web Address: www.valleyautomation.net

Phone: 540-743-7772

Email: pembry@valleyautomation.net

Fax #: 866-436-6706

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.

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 15 Months 8

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 #
James Madison University	15 Years	800 S. Main Street, Harrisonburg	Dennis Hart 540-430-3135
Southern Air, Inc.	15 Years	2655 Lakeside Drive, Lynchburg	Paul Denham 434-942-0058
Rapidan Service Authority	3 Years	PO Box 148, Ruckersville	David Jarrell 434-985-7811
Frederick Water	1 Year	315 Tasker Road, Stephens City	Connie Henry 540-868-1061
PAK BioSolutions	3 Years	8607 Westwood Center Drive, Vienna	Joanna Pezzini 703-345-1146

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

Patrick Embry - 1316 East Main St. Luray, VA 22835

Heather Embry - 1316 East Main St. Luray, VA 22835

Samantha Ballew - 1316 East Main St. Luray, VA 22835

Devan Duncan - 1316 East Main St. Luray, VA 22835

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

[] YES [X] NO
IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Valley Automation, Inc. Preparer Name: Patrick Embry

Date: June 29, 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: 673264 Certification date: 6/5/2028

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

If yes, certification number: 673264 Certification date: 6/5/2028

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 [x] No

If yes, certification number: 673264 Certification date: 6/5/2028

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: SCADA / HMI Software & Services - RFP #MPM-1183

Date Form Completed: June 29, 2023

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

Offeror / Proposer:
 Valley Automation, Inc.
 Firm

1316 East Main St. Luray, VA 22835
 Address

Patrick Embry / 540-743-7772
 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)
DC Controls, Inc. PO Box 28 Broadway, VA 22815	Dennis Caplinger	676501	Electrical	N/A	

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

RETURN OF THIS PAGE IS REQUIRED



APPENDIX B

ECPP and WCPP LICENSING MANAGERS

3221 Peoples Drive – Suite 160, Harrisonburg, VA 22801

Phone: (540) 743-7772

DCJS 11-6642

www.valleyautomation.net

VA Class A Contractor

1316 E. Main St., Luray, VA 22835

Fax: (866) 436-6706

SWAM Certified

MSHA



WCPP

Available activations:										
Product	Serial #	Expires	Activation	Feature Version	Location	Total	In Use	Borrowed	Product Version	
FT Historian SE - 2500 tags	3320006441	n/a	FHSE.2500	1.00	JMU-FAC2022	1	1	0	n/a	n/a
FT Historian SE - 2500 tags	3320006443	n/a	VPHistBtl.exe	1.10	JMU-FAC2022	1	0	0	n/a	n/a
FTV Studio for FTV Enterprise	2529060325	n/a	RSV.STUDIO	1.01	JMU-WCPP2022	1	1	0	n/a	n/a
FTV Studio for FTV Enterprise	2529060881	n/a	RSV.STUDIO	1.01	JMU-FAC2022	1	1	0	n/a	n/a
FT View SE Client	2524150708	n/a	RSVSECU.RW	1.01	JMU-FAC2022	1	1	0	n/a	n/a
FT View SE Client	2524150709	n/a	RSVSECU.RW	1.01	JMU-FAC2022	1	1	0	n/a	n/a
FT View SE Client	2524150710	n/a	RSVSECU.RW	1.01	JMU-FAC2022	1	0	0	n/a	n/a
FT View SE Client	2524150711	n/a	RSVSECU.RW	1.01	JMU-FAC2022	1	0	0	n/a	n/a
FT View SE Server 250 Deep	2528022449	n/a	RSVSESRV	1.01	JMU-FAC2022	1	1	0	n/a	n/a
FT ViewPoint 5 Client RO	2529066734	n/a	FTWVCLI.RO	1.00	JMU-FAC2022	5	1	0	n/a	n/a
RSLogix 5000 (English)	1203225675	n/a	RS5000.EXE	1.00	JMU-WCPP2022	1	0	0	n/a	n/a
RSLogix Architect	1203225675	n/a	RSARCH.EXE	1.00	JMU-WCPP2022	1	0	0	n/a	n/a
RSView SE Station 250 disp	1689015613	n/a	RSVSE.250	1.00	JMU-WCPP2022	1	0	0	n/a	n/a
ThnManager V-FLEX Client	4153001395	n/a	TM.FLX.XLR	11.00	JMU-FAC2022	5	5	0	13.00.00	

ECPP SCADA/HISTORIAN

Available activations:										
Product	Serial #	Expires	Support Expires	Activation	Feature Version	Location	Total	In Use	Borrowed	Product Version
FT Historian SE - 2500 tags	3320006127	n/a	Unknown	FHSE.2500	1.00	JMU-ECPP-HIST	1	0	0	7.01.00
FT Historian SE - 2500 tags	3320006127	n/a	Unknown	VPHistBtl.exe	1.00	JMU-ECPP-HIST	1	0	0	7.01.00
FTV Studio for FTV Enterprise	2529060324	n/a	7/13/2022	RSV.STUDIO	8.00	JMU-ECPP-SCADA	1	1	0	12.00.00
FT View SE Client	2524150712	n/a	Unknown	RSVSECU.RW	1.01	JMU-ECPP-HIST	1	0	0	13.00.00
FT View SE Server 250 Display	2528020603	n/a	7/13/2022	RSVSESRV.250	1.00	JMU-ECPP-SCADA	1	1	0	12.00.00
RSLogix 5000 Full	2445040017	n/a	Unknown	RSK.5000.EXE	1.00	JMU-ECPP-SCADA	1	0	0	30.01.02
RSLogix Architect	2445040017	n/a	Unknown	RSARCH.EXE	1.00	JMU-ECPP-SCADA	1	0	0	30.01.02

ECPP TERMINAL/HISTORIAN

Available activations:										
Product	Serial #	Expires	Support Expires	Activation	Feature Version	Location	Total	In Use	Borrowed	Product Version
FT Historian SE - 2500 tags	3320006127	n/a	Unknown	FHSE.2500	1.00	JMU-ECPP-HIST	1	0	0	7.01.00
FT Historian SE - 2500 tags	3320006127	n/a	Unknown	VPHistBtl.exe	1.00	JMU-ECPP-HIST	1	0	0	7.01.00
FT View SE Client	2524122809	n/a	7/13/2022	RSVSECU.RW	1.00	JMU-ECPP-TERM	1	1	0	12.00.00
FT View SE Client	2524150712	n/a	Unknown	RSVSECU.RW	1.00	JMU-ECPP-HIST	1	0	0	13.00.00
FT View SE Client	2524160778	n/a	8/12/2022	RSVSECU.RW	1.00	JMU-ECPP-TERM	1	0	0	12.00.00
FT View SE Client	2524160779	n/a	8/12/2022	RSVSECU.RW	1.00	JMU-ECPP-TERM	1	0	0	12.00.00
FT View SE Client	2524121854	n/a	n/a	RSVSECU.RW	1.01	JMU-ECPP-TERM	1	0	n/a	n/a
FT View SE Client	2524140104	n/a	n/a	RSVSECU.RW	1.01	JMU-ECPP-TERM	1	0	n/a	n/a
ThnManager V-FLEX Client License	4153001395	n/a	11/19/2022	TM.FLX.XLR	12.00	JMU-ECPP-TERM	5	0	0	12.01.00

3221 Peoples Drive – Suite 160, Harrisonburg, VA 22801

1316 E. Main St., Luray, VA 22835

Phone: (540) 743-7772

www.valleyautomation.net

Fax: (866) 436-6706

DCJS 11-6642

VA Class A Contractor

SWAM Certified

MSHA



APPENDIX C

VALLEY AUTOMATION COMPANY INFORMATION

3221 Peoples Drive – Suite 160, Harrisonburg, VA 22801

Phone: (540) 743-7772

DCJS 11-6642

www.valleyautomation.net

VA Class A Contractor

1316 E. Main St., Luray, VA 22835

Fax: (866) 436-6706

SWAM Certified

MSHA



Appendix C Table of Contents

Valley Automation, Inc. Line Card

Valley Automation, Inc. Brochure

Valley Automation, Inc. SWaM Certification

Valley Automation, Inc. Class A Electrical Contractor License

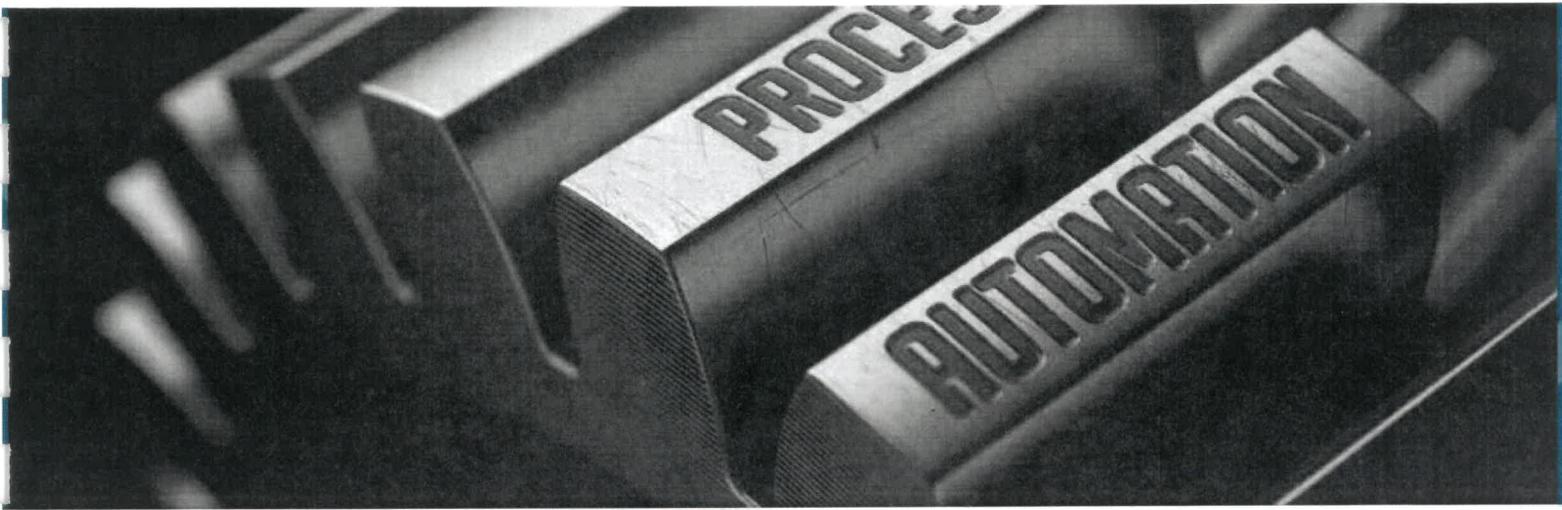
Valley Automation, Inc. Certificate of Insurance

Valley Automation, Inc. Current VASCUPP Contract

TECHNOLOGY-BASED SOLUTIONS FOR INDUSTRY



Discrete Controls
Process Controls
Building Automation Systems
Information Technology
Electrical Engineering
Panel Building & Support
Cabling & Security



SERVICES

Discrete Controls

- PLC Programming
- Vision Inspection Systems
- Sensors, Servo and Motion Control Solutions
- Panel View/HMI Programming
- Traceability and Production Reporting
- Bar Code, RFID and Vision ID Integration

Process Controls

- PLC Programming
- SCADA/DCS Programming and Support
- Instrumentation and Control Devices
- PID Programming and Optimization
- VFD Installation and Integration
- Compliance Monitoring and Reporting

Building Automation Systems

- Utility Monitoring and Reporting
- Multi-Protocol Integration
- BAS Monitoring Systems

Information Technology

- Network Design, Installation and Support
- Server Virtualization
- Windows-Based Installation and Support
- Legacy System Upgrades and Support
- Database Administration and Programming
- Web Application Programming
- Custom Software Development
- MES Integration

Electrical Engineering

- Control System Design
- Control Panel Design
- System Specifications
- Project Management
- Consulting and Support

Panel Building and Support

- Full Service Panel Construction
- Control Panel and Component Installation
- Onsite Machine Troubleshooting

Cabling and Security

- DCJS Certified
- Structured Cabling Design and Installation
- Certified CAT6 and Fiber Installations
- Camera System Installation and Service

VENDORS

- Rockwell Automation
- GE Intelligent Platforms
- Mitsubishi
- Cognex
- Hirschmann
- Corning
- Leviton
- APC
- Hoffman
- Eaton



TECHNOLOGY-BASED SOLUTIONS FOR INTEGRATED INDUSTRIAL AUTOMATION

Valley Automation provides cutting edge technological solutions for industrial control systems. Located in the Shenandoah Valley of Virginia since 2007, our operation focuses on top quality project management to coordinate integrated solutions with emerging technology for each business and industry. We are SWAM certified as a woman-owned small business in the Commonwealth of Virginia, and hold additional certifications including HUBZone, Economically Disadvantaged Woman Owned, and SBA Small Business. Our highly skilled employees hold numerous industry-leading certifications and engage in on-going training and development to offer our clients the optimal integration solution. We are experts in designing systems to support business needs in varied industries including manufacturing, food and beverage, pharmaceuticals, water, wastewater, steam, and cogen technologies. For creative custom technological systems, Valley Automation applies a passion for integration to deliver superior solutions.

TECHNOLOGY-BASED SOLUTIONS FOR INTEGRATED INDUSTRIAL AUTOMATION

Valley Automation provides cutting edge technological solutions for industrial control systems. Located in the Shenandoah Valley of Virginia since 2007, our operation focuses on top quality project management to coordinate integrated solutions with emerging technology for each business and industry. We are SWAM certified as a woman-owned small business in the Commonwealth of Virginia, and hold additional certifications including Micro, HUBZone, Economically Disadvantaged Woman Owned, and SBA Small Business. Our highly skilled employees hold numerous industry-leading certifications and engage in on-going training and development to offer our clients the optimal integration solution. We are experts in designing systems to support business needs in varied industries including manufacturing, food and beverage, pharmaceuticals, water, wastewater, steam, and cogen technologies. For creative custom technological systems, Valley Automation applies a passion for integration to deliver superior solutions.

WE
DELIVER
SUPERIOR
SOLUTIONS

VALLEY
AUTOMATION^{INC.}

TECHNOLOGY-BASED SOLUTIONS FOR INDUSTRY

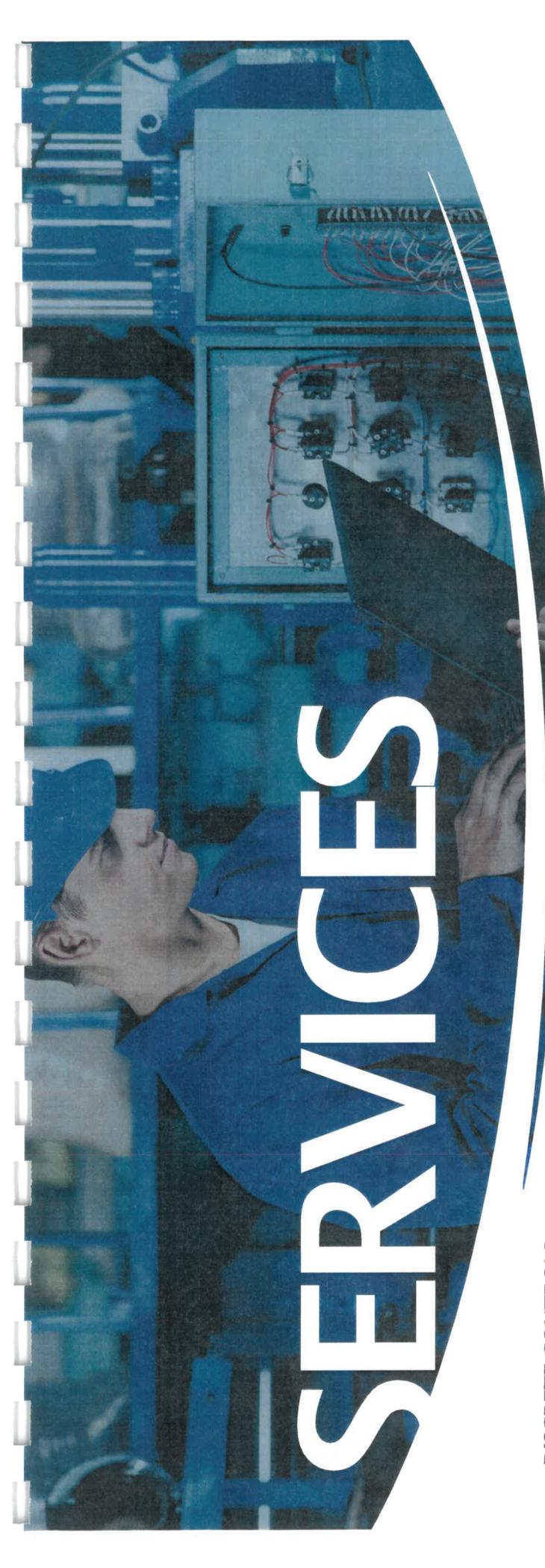
540-433-3555 | www.valleyautomation.net
DCJS 11-6642 | SWaM | Micro | Hubzone

- Discrete Controls
- Process Controls
- Building Automation Systems
- Information Technology
- Electrical Engineering
- Panel Building & Support
- Cabling & Security

LOCATIONS

LURAY
1316 East Main St.
Luray, VA 22835

HARRISONBURG
3221 Peoples Drive - Suite
160 Harrisonburg, VA 22801



SERVICES

DISCRETE CONTROLS

- PLC Programming
- Vision Inspection Systems
- Sensors, Servo and Motion Control Solutions
- Panel View/HMI Programming
- Traceability and Production Reporting
- Bar Code, RFID and Vision ID Integration

PROCESS CONTROLS

- PLC Programming
- SCADA/DCS Programming and Support
- Instrumentation and Control Devices
- PID Programming and Optimization
- VFD Installation and Integration
- Compliance Monitoring and Reporting

INFORMATION TECHNOLOGY

- Network Design, Installation and Support
- Server Virtualization
- Windows-Based Installation and Support
- Legacy System Upgrades and Support
- Database Administration and Programming
- Web Application Programming
- Custom Software Development
- MES Integration

BUILDING AUTOMATION SYSTEMS

- Utility Monitoring and Reporting
- Multi-Protocol Integration
- BAS Monitoring Systems

ELECTRICAL ENGINEERING

- Control System Design
- Control Panel Design
- System Specifications
- Project Management
- Consulting and Support

PANEL BUILDING AND SUPPORT

- Full Service Panel Construction
- Control Panel and Component Installation
- Onsite Machine Troubleshooting

CABLING AND SECURITY

- DCJS Certified
- Structured Cabling Design and Installation
- Certified CAT6 and Fiber Installations
- Camera System Installation and Service
- Access Control



VENDORS

- Rockwell Automation
- GE Intelligent Platforms
- Inductive
- STRATUS
- ThinManager
- Cognex
- Hirschmann
- Eaton

540-433-3555 | www.valleyautomation.net
DCJS 11-6642 | SWAM | Micro | Hubzone

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

VALLEY AUTOMATION, INC.

is a certified Small, Micro, Women Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 673264

Valid Through: Jun 5, 2028

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director

CERTIFIED

SWaM

Small,
Women and
Minority-Owned

Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
04-30-2024

NUMBER
2705167263

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ELE



VALLEY AUTOMATION INC
PO BOX 227
LURAY, VA 22835



Demetrios J. Mallis
Demetrios J. Mallis, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ELE
NUMBER: 2705167263 EXPIRES: 04-30-2024

VALLEY AUTOMATION INC
PO BOX 227
LURAY, VA 22835



(FOLD)

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

DPOR-PC (02/2017)



VALLAU0-01

MGOOD

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/14/2023

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

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

PRODUCER LD&B Insurance and Financial Services PO Box 716 Mount Jackson, VA 22842	CONTACT NAME: Marsha E. Good	FAX (A/C, No): (540) 477-2516	
	PHONE (A/C, No, Ext): (540) 339-7160	E-MAIL ADDRESS: mgood@ldbinsurance.com	
INSURED Valley Automation, Inc. PO Box 227 Luray, VA 22835	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ERIE INSURANCE EXCHANGE		26271
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		Q45-0950737	9/9/2022	9/9/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q06-1030611	6/10/2023	6/10/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q35-0171040	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			Q95-0102126	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Commonwealth of Virginia is listed as additional insured in regards to the general liability

CERTIFICATE HOLDER**CANCELLATION**

James Madison University Procurement Office Wine Price Building 752 Ott Street, MSC 5720 Harrisonburg, VA 22807	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsha Good</i>



CONTRACT RENEWAL LETTER

Date: April 25, 2022
Contract #: UCPJMU5246
Service: SCADA/HMI Software & Services
Renewal Period: 8/14/2022 to 8/13/2023
Renewal #: 4 of 4 One-Year
Issued By: James Madison University
Michael Morrison, Buyer Senior

Ph: 540-568-6181
Fx: 540-568-7935

Contractor: Valley Automation, Inc.
Attn: Heather M. Embry
3221 Peoples Drive
Harrisonburg, VA 22801

Ph: (540) 743-7772

Contract Administrator: Dennis Hart, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will increase by 2.8% in accordance with the "other services" category of the CPI-W. An updated pricing schedule is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Valley Automation, Inc.

James Madison University

By: Heather Embry
Heather M. Embry

By: Michael Morrison
Michael Morrison, MS, VCCO, CUPO

Name (print)

Name (print)

President 4-25-2022
Title Date Signed

Buyer Senior 4/25/2022
Title Date Signed



Renewal #4

Contract #: UCPJMU5246
Contractor: Valley Automation, Inc.
Renewal Period: August 14, 2022 to August 13, 2023
Commodity: SCADA/HMI Software & Services

Pricing Schedule: All Zones

Software and Workstation Yearly Maintenance:

- At each yearly renewal, Valley Automation shall provide documentation from Rockwell clearly detailing the year-over-year cost increase. This documentation – subject to the satisfaction of the University that the paperwork provided properly details the increase – shall determine the percentage increase for the upcoming year. Such increases shall be capped at a maximum of 6%.

Labor Rates:

- Electrical Engineers: \$119.29/hour
- VA Licensed PE: \$162.67/hour
- SCADA Engineer: \$119.29/hour
- Master Electrician: \$97.60/hour
- Journeyman (or below) Electrician: \$59.64/hour
- Overtime/Emergency rates shall be capped at 150% (Time and a half).

Other Fees	
Charge Card Processing Fees:	0 %
No travel-related costs or travel time shall be charged in Zone 1 or Zone 2. Zones 3-9 will require travel costs restricted to GSA per diem rates for M&IE? (FY2018 rates here)	



APPENDIX D

THIRD PARTY SOFTWARE



Valley Automation, Inc. is pleased to provide the following support prices for non-Rockwell software in use at the JMU facility. Pricing is for renewal only and updated pricing must be provided on a yearly basis.

- TOP Server BACNet OPC Server / WCPP
\$1,250.00 for 2023 compliance
- XL Reporter for ECPP
\$390.00 for 2023 compliance
- XL Reporter for WCPP
\$390.00 for 2023 compliance
- Ignition for ECPP
\$375.00 for 2023 compliance
- Ignition for WCPP
\$375.00 for 2023 compliance



APPENDIX E

EECO TRAINING SCHEDULE

3221 Peoples Drive – Suite 160, Harrisonburg, VA 22801

Phone: (540) 743-7772

DCJS 11-6642

www.valleyautomation.net

VA Class A Contractor

1316 E. Main St., Luray, VA 22835

Fax: (866) 436-6706

SWAM Certified

MSHA

APR	Classroom	Training	Week	Class ID	Type	Status	Course Code	Course Title	Days	Begin	End	Student price
042	Electrical Equipment Company - Richmond, VA	10/2/2023	65792	Distributor Choice	Scheduled	CCP182	Essentials of Industrial Ethernet Networks for an OT Professional	2	10/2/2023	10/3/2023	\$ 2,430.00	
040	Electrical Equipment Company - Roanoke, VA	10/23/2023	65777	Distributor Choice	Scheduled	SAF-COM11	Safety Relays and Devices Maintenance and Troubleshooting	2	10/24/2023	10/25/2023	\$ 2,430.00	
040	Electrical Equipment Company - Norfolk, VA	10/30/2023	65787	Distributor Choice	Scheduled	CCFA183	PowerFlex 750-Series Maintenance and Troubleshooting	2	11/2/2023	11/3/2023	\$ 2,430.00	
042	Electrical Equipment Company - Richmond, VA	10/30/2023	65793	Distributor Choice	Scheduled	CCFA182	PowerFlex 750 Series Configuration and Startup	2	10/31/2023	11/1/2023	\$ 2,430.00	
040	Electrical Equipment Company - Lynchburg, VA	12/4/2023	65774	Distributor Choice	Scheduled	CCP146	Studio 5000 Logix Designer Level 1: ControlLogix System Fundamentals	2	12/5/2023	12/6/2023	\$ 2,430.00	
040	Electrical Equipment Company - Lynchburg, VA	12/4/2023	65774	Distributor Choice	Scheduled	CCP151	Studio 5000 Logix Designer Level 2: Basic Ladder Logic Programming	2	12/7/2023	12/8/2023	\$ 2,430.00	
042	Electrical Equipment Company - Norfolk, VA	12/11/2023	65788	Distributor Choice	Scheduled	CCP146	Studio 5000 Logix Designer Level 1: ControlLogix System Fundamentals	2	12/12/2023	12/13/2023	\$ 2,430.00	
042	Electrical Equipment Company - Norfolk, VA	12/11/2023	65789	Distributor Choice	Scheduled	CCP151	Studio 5000 Logix Designer Level 2: Basic Ladder Logic Programming	2	12/14/2023	12/15/2023	\$ 2,430.00	
042	Electrical Equipment Company - Norfolk, VA	1/15/2024	65790	Distributor Choice	Scheduled	CCFA182	PowerFlex 750 Series Configuration and Startup	2	1/16/2024	1/17/2024	\$ 2,430.00	
042	Electrical Equipment Company - Norfolk, VA	1/15/2024	65791	Distributor Choice	Scheduled	CCFA183	PowerFlex 750-Series Maintenance and Troubleshooting	2	1/18/2024	1/19/2024	\$ 2,430.00	
040	Electrical Equipment Company - Roanoke, VA	2/19/2024	65778	Distributor Choice	Scheduled	CCFA182	PowerFlex 750 Series Configuration and Startup	2	2/20/2024	2/21/2024	\$ 2,430.00	
040	Electrical Equipment Company - Roanoke, VA	2/19/2024	65779	Distributor Choice	Scheduled	CCFA183	PowerFlex 750-Series Maintenance and Troubleshooting	2	2/22/2024	2/23/2024	\$ 2,430.00	
040	Electrical Equipment Company - Lynchburg, VA	3/25/2024	65775	Distributor Choice	Scheduled	CCP146	Studio 5000 Logix Designer Level 1: ControlLogix System Fundamentals	2	3/26/2024	3/27/2024	\$ 2,430.00	
040	Electrical Equipment Company - Lynchburg, VA	3/25/2024	65776	Distributor Choice	Scheduled	CCP151	Studio 5000 Logix Designer Level 2: Basic Ladder Logic Programming	2	3/28/2024	3/29/2024	\$ 2,430.00	
042	Electrical Equipment Company - Richmond, VA	10/2/2023	66282	Distributor Choice	Scheduled	CCP183	EtherNet/IP Configuration and Troubleshooting	3	10/4/2023	10/6/2023	\$ 2,885.00	
040	Electrical Equipment Company - Lynchburg, VA	10/30/2023	66277	Distributor Choice	Scheduled	MMS-125	Hydraulics and Pneumatics Fundamentals	3	10/31/2023	11/2/2023	\$ 2,885.00	
040	Electrical Equipment Company - Roanoke, VA	11/27/2023	66279	Distributor Choice	Scheduled	MMS-125	Hydraulics and Pneumatics Fundamentals	3	11/28/2023	11/30/2023	\$ 2,885.00	
040	Electrical Equipment Company - Harrisonburg, VA	12/4/2023	66278	Distributor Choice	Scheduled	MMS-125	Hydraulics and Pneumatics Fundamentals	3	12/5/2023	12/7/2023	\$ 2,885.00	
040	Electrical Equipment Company - Roanoke, VA	1/22/2024	66464	Distributor Choice	Scheduled	CCV204-A	FactoryTalk View ME & PanelView Plus Programming	4	1/23/2024	1/26/2024	\$ 3,325.00	
042	Electrical Equipment Company - Norfolk, VA	2/26/2024	66466	Distributor Choice	Scheduled	CCP153	Studio 5000 Logix Designer Level 2: ControlLogix Maintenance and Troubleshooting	4	2/27/2024	3/1/2024	\$ 3,325.00	
040	Electrical Equipment Company - Lynchburg, VA	3/11/2024	66463	Distributor Choice	Scheduled	CCP143	Studio 5000™ Logix Designer Level 3: Project Development	4	3/12/2024	3/15/2024	\$ 3,325.00	
042	Electrical Equipment Company - Norfolk, VA	3/18/2024	66467	Distributor Choice	Scheduled	CCP143	Studio 5000™ Logix Designer Level 3: Project Development	4	3/19/2024	3/22/2024	\$ 3,325.00	
042	Electrical Equipment Company - Norfolk, VA	10/23/2023	66683	Distributor Choice	Scheduled	CCP299	Studio 5000 Logix Designer Level 1: ControlLogix Fundamentals and Troubleshooting	4.5	10/23/2023	10/27/2023	\$ 3,925.00	
042	Electrical Equipment Company - Richmond, VA	11/13/2023	66684	Distributor Choice	Scheduled	CCP299	Studio 5000 Logix Designer Level 1: ControlLogix Fundamentals and Troubleshooting	4.5	11/13/2023	11/17/2023	\$ 3,925.00	
040	Electrical Equipment Company - Richmond, VA	12/18/2023	66685	Distributor Choice	Scheduled	CCV207	FactoryTalk View SE Programming	4.5	12/18/2023	12/22/2023	\$ 3,925.00	
040	Electrical Equipment Company - Lynchburg, VA	1/15/2024	66678	Distributor Choice	Scheduled	CCV207	FactoryTalk View SE Programming	4.5	1/15/2024	1/19/2024	\$ 3,925.00	
040	Electrical Equipment Company - Lynchburg, VA	2/19/2024	66679	Distributor Choice	Scheduled	CCV207	FactoryTalk View SE Programming	4.5	2/19/2024	2/23/2024	\$ 3,925.00	
040	Electrical Equipment Company - Lynchburg, VA	10/16/2023	66866	Distributor Choice	Scheduled	CCP250	Accelerated Logix5000 Programmer Certificate Level 1	5	10/16/2023	10/20/2023	\$ 3,925.00	
042	Electrical Equipment Company - Richmond, VA	2/5/2024	66870	Distributor Choice	Scheduled	CCP250	Accelerated Logix5000 Programmer Certificate Level 1	5	2/5/2024	2/9/2024	\$ 3,925.00	
040	Electrical Equipment Company - Harrisonburg, VA	2/12/2024	66867	Distributor Choice	Scheduled	CCP250	Accelerated Logix5000 Programmer Certificate Level 1	5	2/12/2024	2/16/2024	\$ 3,925.00	

Valley Automation, Inc. is able to provide, under this contract, the above listed classes at extended pricing plus 10%.



APPENDIX F
VASCUPP SALES

3221 Peoples Drive – Suite 160, Harrisonburg, VA 22801

Phone: (540) 743-7772

DCJS 11-6642

www.valleyautomation.net

VA Class A Contractor

SWAM Certified

1316 E. Main St., Luray, VA 22835

Fax: (866) 436-6706

MSHA



The Virginia Association of State College and University Purchasing Professionals was established in 1992 with the objective of identifying opportunities for cooperative procurements and cost savings for higher education institutions in Virginia. The current members of VASCUPP include: James Madison University, Christopher Newport University, George Mason University, Longwood University, Norfolk State University, Old Dominion University, Radford University, University of Mary Washington, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, Virginia Tech, and William & Mary.

The number of sales Valley Automation, Inc. has had during the last twelve months with each VASCUPP Member Institution is listed below.

James Madison University	Date	Invoice Number	Invoice Amount
Onsite Support	6/22/2023	11188	\$464.16
127.32 - WCPP SCADA Upgrades	8/9/2022	11301	\$29,389.65
Onsite Support	9/6/2022	11350	\$477.16
127.32 - WCPP SCADA Upgrades	9/29/2022	11409	\$3,265.52
Onsite Support	10/4/2022	11403	\$477.16
Onsite Support	10/11/2022	11440	\$811.88
Equipment	10/26/2022	11452	\$8,382.76
Onsite Support	10/26/2022	11463	\$954.32
127.34 - WCPP & ECPP Ignition Software	11/17/2022	11519	\$8,771.60
Onsite Support	11/28/2022	11510	\$238.58
Airwall Software	2/14/2023	11699	\$33,789.00
127.34 - WCPP & ECPP Ignition Software	2/14/2023	11700	\$8,771.60
Onsite Support	3/30/2023	11779	\$954.32
Equipment	3/30/2023	11802	\$2,491.04
Onsite Support	4/4/2023	11814	\$596.45
Onsite Support	6/1/2023	11928	\$1,284.74
Total			\$101,119.94

University of Virginia	Date	Invoice Number	Invoice Amount
162.04 - UVA Basin Hydraulics CO	6/27/2023	11977	\$2,873.79
162.03 - Evolution Basin Hydraulic System	Pending Completion	Pending	\$16,814.40
Total			\$19,688.19



APPENDIX G

RFP# MPM-1183 FOR REFERENCE

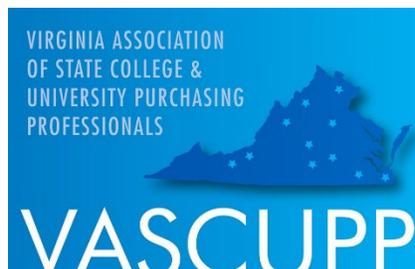


Request for Proposal

RFP# MPM-1183

SCADA / HMI Software & Services

May 30, 2023



REQUEST FOR PROPOSAL
RFP# MPM-1183

Issue Date: May 30, 2023
Title: SCADA / HMI Software & 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 June 29, 2023 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No pre-proposal meeting to be held

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

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

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # MPM-1183

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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 SCADA / HMI Software & Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

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

Currently, JMU Power Plant HMI systems consist of operational Allen Bradley PLC's and Allen Bradley Factory Talk Software with Matrikon and TOP OPC Servers. JMU seeks to maintain the existing Factory Talk software, Johnson Controls International (JCI) communications, and Siemens communications/screens to the software platform. JMU plans to continue expanding on the existing system by adding additional Allen Bradley PLC's as well as expansion modules and converters.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

Contractor shall describe their ability to provide the following to the University. JMU reserves the right to change, add, or delete services; in the best interest of the University.

A. Software Support:

1. Contractor shall provide (at a minimum) software support for the following components:
 - a. Rockwell Factory Talk View Site Edition v9.00.00
 - b. Rockwell Factory Talk View Studio
 - c. Rockwell Factory Talk Alarms and Events
 - d. Rockwell Factory Talk ViewPoint Mobile
 - e. Rockwell Factory Talk Historian
 - f. Rockwell Studio 5000

- g. Rockwell RSLinx
 - h. Allen Bradley PLC's (ControlLogix, CompactLogix, & MicroLogix)
 - i. TOP OPC Server
 - j. Matrikon OPC Server
 - k. XL Reporter
 - l. Microsoft SQL Server
2. Contractor shall provide (at minimum) integration, programming, mapping, networking, and tuning of various control processes to include design and drawing updates. Contractor to provide on-site training and written instructions for system administrators with all upgrades and modifications. JMU will provide graphic designs and implementation.
 3. Describe licensing. If licensing is based on number of users, screens, or points. Describe the models used to obtain numbers both for current and future usage.
 4. Describe additional modules not in the minimum specification that may be of interest to the University.
 5. Describe your relationship with the vendor(s) of any third-party tools (reporting tools, application server, and DBMS vendors, etc.) included in this proposal; including licensing, costs, support for the product(s), and versions (full or modified).
 6. Contractor shall be a recognized system integrator for Rockwell Automation products within the following discipline: Control. Contractor shall provide proof of system integrator with their proposal response.

B. Hardware:

1. Provide the complete specifications of all new equipment and operational components for a turn-key installation. JMU reserves the right to purchase equipment from contractor or elsewhere. Dell hardware is the preferred manufacturer of Servers, PC's and Monitors for the HMI systems. For Touchscreen Monitors, ELO is the preferred manufacturer.
2. Provide all environmental requirement specifications for any equipment should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective.
3. The contractor may be required to provide field devise's for use within the control process to include flow meters, pressure transmitters, temperature transmitters, level transmitters, VFD's, and any other component for use within the control system. These devises shall be specified by JMU.

C. Maintenance and Support:

Consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University. The amount and extent of hardware and software maintenance coverage and the quality of maintenance are critically important.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe your ability to respond to emergency situations to include average response time, cost associated with responding to emergency situations to include weekends, nights and holidays. Include method of communication for emergency services.
3. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place.
4. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
5. Describe all maintenance costs for the first year, and, on the basis of an annually renewable contract, all maintenance costs for each of the following six (6) years.
6. Describe the procedures for obtaining services for all types of maintenance (*e.g., installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.*)
7. Describe the escalation procedures.
8. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

D. Services:

1. Describe an implementation timeline and project plan and include examples of previously used project plans.
2. Describe the training options and include a catalog of training offerings and their associated costs.
3. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:
 - a. Implementation
 - b. Development
 - c. Project Management
 - d. Architecture and Design
 - e. Installation and Configuration
 - f. Performance and Scalability
 - g. Troubleshooting

- h. Process PID Loop Tuning
 - i. Conversion / Calculating
 - j. Monitoring, administration and upgrades
 - k. Describe procedure for emergency situation to include notification protocol and response times.
- E. Contractor shall perform work between 7:30 AM – 4:00 PM, Monday through Friday.
- F. All costs shall be exclusive of travel. Exception may be granted by JMU on a case-by-case basis. In the event an exception is made, contractors billing for travel-related expenses must be billed in accordance with the Commonwealth of Virginia’s per diem allowance for lodging, meals, and incidental expenses at the time of travel which can be referenced at <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.

All services provided under this contract shall be by trained repair technicians and all work shall be performed in a workmanlike manner in accordance with the manufacturer’s recommended equipment maintenance procedures. Submit all qualifications and certifications associated with the different systems.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<hr/> 100

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

VII. GENERAL TERMS AND CONDITIONS

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

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

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner <i>[to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical</i>	\$2,550,000 per occurrence; \$4,250,000 aggregate

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia* (<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

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. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the University.
- S. SERVICES WARRANTY: Contractor warrants that all services shall be provided for in accordance with manufacturer's service manuals and as specified in this solicitation. Contractor shall act as the sole point of contact for all units repaired under this agreement.
- T. WARRANTY (COMMERCIAL): The contractor agrees that the goods and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties that the contractor gives any customer for such goods and services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be provided. Nationwide factory recall or product update repairs or replacement shall be the responsibility of the contractor. In such cases, factory recall and modification work shall be handled in the same manner as warranty work.

- U. PROTECTION OF PERSONS AND PROPERTY: The contractor expressly undertakes both directly and through its subcontractor(s) to take every precaution at all times for the protection of persons and property that may come on the building site or be affected by contractor's operation in connection with the work.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

- W. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- X. CONTINUITY OF SERVICES: The contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all agency-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to the successor; and
3. That the agency contractor officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the agency in writing prior to commencement of said work.

- X. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or

enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- Y. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- Z. NEW EQUIPMENT: Any equipment furnished under the contract shall be new, unused equipment.
- AA. OPERATIONAL COMPONENTS: Stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- BB. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- CC. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- DD. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software are to be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- EE. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
- FF. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- GG. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses
- HH. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete

copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

- II. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- JJ. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- KK. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- LL. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or

visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (<http://www.section508.gov/>). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university.

Add additional rows as needed to list all rates for labor and services as well as goods and equipment offered.

PRICING SCHEDULE BY ZONE									
	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Service Rates									
<i>“Position”</i>									
Labor Rate \$/hour									
<i>“Position”</i>									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Service Rates									
<i>“Position”</i>									
Labor Rate \$/hour									
<i>“Position”</i>									
Labor Rate \$/hour									

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

Other Fees									

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT 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)