



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5858

This contract entered into this 4th day of September 2020, by Riddleberger Brothers, 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 September 9, 2020 through September 8, 2021 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1087 dated 7/8/2020:
 - (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 8/4/2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated 9/2/2020.

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

CONTRACTOR:

By: Michael Morrison
(Signature)

Michael Morrison
(Printed Name)

Title: Buyer Senior

PURCHASING AGENCY:

By: Daniel J. Blosser
(Signature)

Daniel J. Blosser
(Printed Name)

Title: President

Negotiation Summary

1. Can you confirm that – if awarded a contract and working on a project for JMU – that a licensed tradesperson in a leadership role will be present full-time at the job site for the duration of the work? **Our Project Superintendent or Foreman (Project Lead) that will be present on all jobs from start through completion shall be a licensed Tradesperson. I can alter the wording under Section IV, A., 11 if needed in order to properly reflect this information.**
2. In your proposal, you note that major HVAC and plumbing equipment will be offered to the University at cost; with a footnote mentioning mark-ups in conformance to Virginia forms. Can RBI provide any discount to the University for these major equipment purchases? **As a part of Comfort Systems USA, RBI has a greater purchasing power (or higher purchasing power) which enables us to procure equipment and material below current list/retail price and standard industry rates. These better prices, in turn, are passed along to all of our customers.**
3. Is there anything else that RBI would be interested in providing or offering to the University as part of an ongoing contract? **Historically, Riddleberger has always been a strong supporter of University initiatives. Our current commitments include support of the Valley Scholars program, the athletics department Top Dog program and the new arena capital fundraising initiative. While we are not prepared to offer anything additional as part of this contract, Riddleberger is committed to continue our support of the University's Academic and Athletic Programs in the future.**

Rates by Role for RFP# MPM-1087
On Demand Trade Services: Mechanical & Plumbing

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 81.00 /hour	\$ 121.50 /hour
Mechanical Supervisor	\$ 81.00 /hour	\$ 121.50 /hour
HVAC Supervisor	\$ 81.00 /hour	\$ 121.50 /hour
Laborer	\$ 39.00 /hour	\$ 58.50 /hour
Laborer, Mechanical	\$ 39.00 /hour	\$ 58.50 /hour
Laborer, HVAC	\$ 39.00 /hour	\$ 58.50 /hour
Mechanic	\$ 57.00 /hour	\$ 85.50 /hour
Boiler Mechanic	\$ 85.00 /hour	\$ 127.50 /hour
Sheet Metal Mechanic	\$ 57.00 /hour	\$ 85.50 /hour
Grout Injection Mechanic	\$ 65.00 /hour	\$ 97.50 /hour
Startup Mechanic	\$ 77.00 /hour	\$ 115.50 /hour
Test & Balance Mechanic	\$ 65.00 /hour	\$ 97.50 /hour
Junior Mechanic (Helper)	\$ 48.00 /hour	\$ 72.00 /hour
Technician	\$ 85.00 /hour	\$ 127.50 /hour
Burner Technician	\$ 85.00 /hour	\$ 127.50 /hour
HVAC Technician	\$ 85.00 /hour	\$ 127.50 /hour
Service Technician	\$ 85.00 /hour	\$ 127.50 /hour
Controls Technician	\$ 105.00 /hour	\$ 157.50 /hour
Welding	\$ 70.00 /hour	\$ 105.00 /hour
Certified Welder, R-stamp work	\$ 85.00 /hour	\$ 127.50 /hour
AI Inspector (R-stamp work)	\$ 145.00 /hour	\$ 217.50 /hour
Pipefitter	\$ 57.00 /hour	\$ 85.50 /hour
Millwright	\$ 88.00 /hour	\$ 132.00 /hour
Equipment Operator	\$ 54.00 /hour	\$ 81.00 /hour
Ironworker	\$ 76.00 /hour	\$ 114.00 /hour
Plumber, Master	\$ 62.00 /hour	\$ 93.00 /hour
Plumber, Journeyman	57.00	85.50
Carpenter	\$ 59.00 /hour	\$ 88.50 /hour
Electrician	\$ 59.00 /hour	\$ 88.50 /hour
QA/QC (Code Work)	\$ 85.00 /hour	\$ 127.50 /hour
Project Manager	\$ 90.00 /hour	\$ 135.00 /hour
Design Engineer	\$ 90.00 /hour	\$ 135.00 /hour
CAD Designer	\$ 70.00 /hour	\$ 105.00 /hour

V. PROPOSAL, PREPARATION AND SUBMISSION

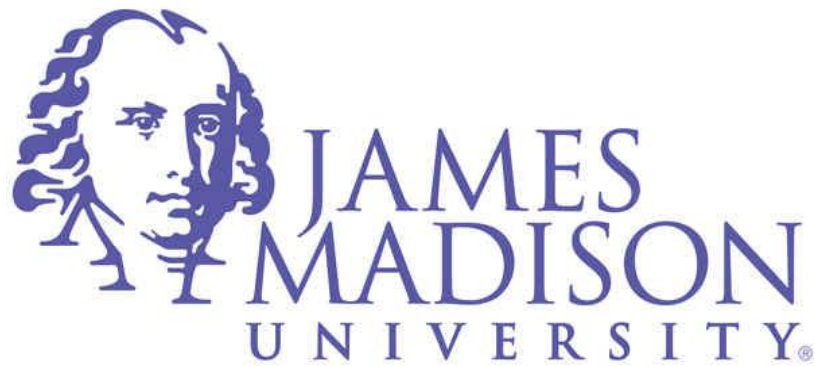
B. SPECIFIC PROPOSAL INSTRUCTIONS

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

X. PRICING SCHEDULE (Revised 6/15/15) ABS (Continued)

PARTS & SUPPLIES				
Item	Manufacturer	List Price	% Discount Off	University Price
Rough Material (Pipe, Fittings, Valves, Etc.)	Various	\$Various (Dependent on size and quantity)	15%	\$Various (Dependent on size and quantity)
Sheet Metal Ductwork (Fabricated Ductwork)	Various	\$Various (Dependent on size and quantity)	At Cost*	\$Various (Dependent on size and quantity)
Major HVAC and Plumbing Equipment.	Carrier, Trane, Daikin, Patterson Kelley, etc.	\$Various (Dependent on size and quantity)	At Cost*	\$Various (Dependent on size and quantity)
Parts for repairs on HVAC and Plumbing Equipment	Various	\$Various (Dependent on size and quantity)	15%	\$Various (Dependent on size and quantity)

*All Markup Percentages for Major Equipment, Sheet Metal Ductwork, Subcontractors, Sub-Subcontractors, etc. will conform to the State of Virginia Standard SS and SC-1 Forms



Request for Proposal

RFP# MPM-1087

On Demand Trade Services: Mechanical & Plumbing



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech



RIDDLEBERGER

BROTHERS, INC

“Our Experience At Your Service”

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REQUEST FOR PROPOSAL
RFP # MPM-1087

Issue Date: 7/8/2020

Title: On Demand Trade Services: Mechanical & Plumbing

Issuing Agency: *Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on AUGUST 6, 2020 for Furnishing The Services Described Herein.

MANDATORY PRE-PROPOSAL: No Pre-Proposal Meeting is Scheduled

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 Specialist Procurement Services, morrismp@jmu.edu 540/568-6181 (Fax) 540/568-7936 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:

Riddleberger Brothers Inc.

6127 S. Valley Pike, Mt. Crawford, VA 22841

By: 

(Signature in Ink)
Name: Daniel Blosser

(Please Print)
Title: President

Date: August 4th 2020

Phone: (540) 574-5908

Web Address: www.rbiva.com

Fax #: (540) 432-1691

Email: blosserd@rbiva.com

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.

Plan and Methodology; “Statement of Needs”

IV. STATEMENT OF NEEDS

A. General Needs and Expectations:

1. The Offeror should have the ability to perform multiple tasks within one project or multiple projects simultaneously within a short turnaround period.

As of August 1st, 2020 Riddleberger Brothers Inc. employs 265 full time field operations staff with 55 direct support staff all based out of our Mt. Crawford Virginia office. In addition to our construction field and support staff we also employ a service company staff of 101 employees. We have sufficient resources to work on multiple University projects simultaneously as we have demonstrated in the past.

2. The Contractor shall provide all supervision, material, labor, tools, equipment, documentation, and all incidentals require and/or implied for the complete and satisfactory performance of mechanical and/or plumbing services on and as-needed basis by James Madison University.

It is our intention to conform to this standard as required by the University.

3. Work shall include, but not be limited to: on-demand general mechanical and plumbing trade services and the associated work necessary to complete any project assigned by the University.

It is our intention to conform to this standard as required by the University.

4. The Contractor shall be responsible for all necessary surface preparation. This shall include the protection of all surface areas, equipment, fixtures, hardware, and similar items that may be in contract with the project area.

It is our intention to conform to this standard as required by the University.

IV. STATEMENT OF NEEDS

A. General Needs and Expectations (Continued):

5. The Contractor shall be responsible for cleaning up all work areas and for the removal of their tools and equipment

It is our intention to conform to this standard as required by the University.

6. The Contractor shall be responsible for providing professional level technicians required to accomplish the work and for properly supervising them at the work site.

It is our intention to conform to this standard as required by the University.

7. The Contractor shall assure that all work is accomplished in compliance with all applicable University, State, Federal, and local laws, ordinances, rules, regulations, and codes including OSHA requirements and the dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order.

It is our intention to conform to this standard as required by the University.

8. The Contractor shall be responsible for all damages to persons or property that occur as a result of their fault or negligence.

It is our intention to conform to this standard as required by the University.

9. The Contractor shall be properly licensed for all work to be performed and shall furnish copies of relevant licenses as part of their proposal. Class A Contractors License is preferred.

A copy of our License(s) has been included in this documentation as required per section "B" below.

10. The Contractor shall warrant the work and supply written verification of warranty to the project manager. Warranty requirements will be provided by the University on a per-job basis.

It is our standard practice to provide to the University Project Manager a Warranty Letter at the completion of the project which states warranty period and contact information for our company during that time.

IV. STATEMENT OF NEEDS

A. General Needs and Expectations (Continued):

11. The Contractor's job foreman and project manager or project lead, is the same person is serving both capacities, shall be present on the job site during all work.

We will have a project lead on site at all times during construction until completion as determined by the University Project Manager.

12. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection, or life safety systems or any other building features that will overload or render useless any portion of the facility.

It is our intention to conform to this standard as required by the University.

13. The University reserves the right to specify precisely the types of materials to be utilized.

It is our intention to conform to this standard as required by the University.



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IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 1. Describe your firm's ability to schedule and complete multiple projects at one time.**

Riddleberger Brothers has successfully performed numerous projects at James Madison University. RBI is committed to customer satisfaction; this is evident by over two hundred and fifty (250) repeat customers across the state of Virginia. Our company size allows us to react quickly and efficiently to schedule changes and issues normally associated with executing multiple projects simultaneously.

Our craft employees' level of seniority and experience is unusually high for a construction-oriented company. We take pride in hiring the very best and, through our company philosophy and policies, retain these skilled craftsmen. Riddleberger Brothers, Inc. has become one of the largest and most respected mechanical contracting firms in the Commonwealth of Virginia. Key facts concerning our capacity include:

- Corporate offices in Mt. Crawford, Virginia
- Full-service plumbing, mechanical, HVAC service, controls and design-build Company.
- 420+ full-time employees
- 180 fully equipped vehicles
- Degreed mechanical engineers – design, sales, estimators and project managers
- 100,000+ square feet of production facilities
- Over 1,500 successfully completed major projects
- 80 years of industry experience
- Member of Associated General Contractors (AGC), American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE), American Society of Plumbing Engineers (ASPE), Plumbing-Heating-Cooling Contractors National Association (PHCC), Association for Facilities Engineering (AFE), Refrigeration Service Engineering Society (RSES)
- "R" Stamp Certified by National Board Inspection Code (NBIC)
- "PP" Stamp Certified by American Society of Mechanical Engineers (ASME)



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IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 2. Describe how your company ensures compliance with all Local, State, and Federal laws and regulations, including all required liability insurance.**

Riddleberger Brothers Inc. is a wholly owned subsidiary of Comfort Systems USA, Inc., a nationally recognized, publicly traded company. As such we are audited yearly to ensure that we are in compliance with all Local, State and Federal Laws (Including the Sarbanes-Oxley Act of 2002) and Regulations, including all required liability insurance. I can provide copies of the certificates upon request.



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IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

3. **Describe any and all certifications and licensures held by the person(s) performing service for the University on behalf of the Contractor, as well as any other Contractor employee that may be involved in this contract. Please include copies of the certifications and licensures within Contractor's proposal.**

Below we have provided a table listing all of the certifications and licensures held by the person(s) that could perform service for the University on behalf of Riddleberger Brothers Inc. Because of the extensive nature and enormous amount of information, a separate bound attachment is included showing the actual certifications and licenses.

Employee Name	License or Certification	Issuing Organization	License Number
Adams Jr., Dale	LEED Certification	Green Building Certif. Institute	
Andrews, Paul S.	Med Gas System Installer	Medical Gas Management	E13V064
	OSHA 30	OSHA	
	Universal EPA 608	ARI	
Arey, Matthew	Universal EPA 608	VGI	2194683
	Journeyman HVAC	DPOR	2710056237
	Master HVAC	DPOR	210056237
Armentrout, Michael	Technician Type II	ARI	
Ball Jr., Clarence	Master Plumber	DPOR	2710046054
Barnhart, Jamie	OSHA 30	OSHA	
Beasley, Jr., Garland	OSHA 30	OSHA	
Bell, Lee	Master Plumber	DPOR	2710013460
	Journeyman Plumber	DPOR	2710013460
Blosser, Daniel	LEED AP	Green Bldg Cert Institute	

Breeden, Davey	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V044
Bright, Kirsten	OSHA 30	OSHA	
Bruce, Brandon	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V046
Buchanan, Neal	Med Gas Inspector	Evergreen Medical Services	12365399
Burtner, James P.	Universal EPA 608	VGI Training	2335638
Caldwell, Dwaine	OSHA 30	OSHA	
Carter Jr., Ralph	Master HVAC	DPOR	2710042792
	Journeyman HVAC	DPOR	2710042792
	Universal EPA 608	Ferris State University	
Cassell Jr., Grey M.		DPOR	2710 027347
		DPOR	2710 027347
	Universal EPA 608	ESCO Institute	2330625930549
	OSHA 30	OSHA	
Ceely, Richard	Master HVAC	DPOR	2710053560
	Universal EPA 608	ARI	114640747
	OSHA 30	OSHA	
Clem, Scott	OSHA 30	OSHA	
Cranor, Richard	OSHA 30	OSHA	
Craun, Dwaine	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V047
	OSHA 30	OSHA	
Davis, Caleb	Journeyman HVAC	DPOR	2710059922
	Master HVAC	DPOR	2710059922

	Universal EPA 608	Mainstream Engineering Corp	05191983230314185M
Dean, Dacota	OSHA 30	OSHA	
Dean, Jeremy	OSHA 30	OSHA	
Dennett, Eric	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V073
Eppard, Bryan	Master Plumber	DPOR	2710031694
	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V048
Eppard, Michael	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V051
Fadeley, Philip T.	OSHA 30	OSHA	
Foerster, Nathan	Med Gas Inspector	Evergreen Medical Services	12365400
	OSHA 30	OSHA	
Freda, Brian	Master Plumber	DPOR	2710021607
Gibson Jr., Kenneth W.	Universal EPA 608	RSES	69207884
Good, William	Master Plumber	DPOR	2710046021
Hammer III, Leate J.	Journeyman Plumber	DPOR	2710000422
	Master Plumber	DPOR	2710000422
	Master HVAC	DPOR	2710000422
	Backflow Prevention Device	DPOR	2717057382
Hevener, Nathaniel	OSHA 30	OSHA	
Holmes, Evan James	OSHA 30	OSHA	



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Honeycutt, Harlan	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V052
Howdyshehl, Adam	Med Gas System Installer	Medical Gas Management	E13V069
Huffman, Gary	Universal EPA 608	Valley Vo-Tech	2250787
Jefferson, John	OSHA 30	OSHA	
Knott, Charles	Master Plumber	DPOR	2710046022
Lam, Stacy	OSHA 30	OSHA	
Lambert, Ronnie	OSHA 30	OSHA	
Landes, Matthew	Med Gas Inspector	Evergreen Medical Servcies	12365397
	OSHA 30	OSHA	
Landis, Tony	OSHA 30	OSHA	
Lantz, Michael	OSHA 30	OSHA	
Mackey, Dewayne	Universal EPA 608	ACCA	400151998
	Journeyman HVAC	DPOR	2710005807
	Master HVAC	DPOR	2710005807
	Backflow Certification	DPOR	2717057712
Marshall, Timothy	OSHA 30	OSHA	
McAlister, Travis	Journeyman HVAC	DPOR	2710061926
McCoy III, Richard	Med Gas System Installer	Medical Gas Management	E13V067
McKnight, Joseph	Medical Gas System Installer	Medical Gas Management	E13V071
Morris, Chad	OSHA 30	OSHA	

Morris Jr., Ronald	Universal EPA 608	EPA	P5B57E1A357FE0EE1
	Journeyman HVAC	DPOR	2710060828
Morrison, Jason	Universal EPA 608	Dept of Defense	
Moubray, Darrell	Master HVAC	DPOR	2710001045
	Master Gas Fitter	DPOR	2710001045
	Master Plumber	DPOR	2710001045
	OSHA 30	OSHA	
Moubray, Michael	Journeyman Plumber	DPOR	2710046020
	OSHA 30	OSHA	
	Med Gas Inspector	Airgas USA, LLC	E14V075
Patterson, Charles D.	OSHA 30	OSHA	
Pence, Michael	Universal EPA 608	Mainstream	P5B551B07E5F0DA20
	Journeyman HVAC	DPOR	2710061007
Razinkov, Vasiliy	Universal EPA 608	Mainstream Engineering Corp	P5CF61CF8BE8AA4F0
Rhodes, Scott	OSHA 30	OSHA	
Ritchie, Dale	Technician Type II	VGI Training EPA Approved	
Roach, Jeremy	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V054
Roberts, Randy	Master Plumber	DPOR	2710007392
	Master HVAC	DPOR	2710007392
	Master Electrician	DPOR	2710007392
	Universal EPA 608	VGI Training	
Rowe, Matthew	OSHA 30	OSHA	
Shull, Joshua	Journeyman Plumber	DPOR	2710051598
	Master Plumber	DPOR	2710051598

Silva, Kevin	OSHA 30	OSHA	
Sites, Aaron	Medical Gas Installer/Brazer	Evergreen	12365404
Smith, David	OSHA 30	OSHA	
	Master HVAC	DPOR	2710053908
Tingler, Brian	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V054
Tingler, David	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V055
Truxell, Ronald	OSHA 30	OSHA	
Turner, Erin	OSHA 30	OSHA	
	Leed Green Associate	Green Building Cert. Institute	10925386-GREEN- ASSOCIATE
Vickers, Gregory	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V057
	OSHA 30	OSHA	
Whitt, Richard	Master HVAC	DPOR	2710000051
	Universal EPA 608	Ref. Service Engineers Society	49209278
Wilder, Douglas	OSHA 30	OSHA	
	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V058
Wilder, Jason	OSHA 30	OSHA	
	Medical Gas Installer/Brazer	Airgas USA, LLC	E14V059
Wilkins, Dennis	OSHA 30	OSHA	
Wood, Todd	Backflow Prevention Dev. Worker	DPOR	2710035089



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Zirk III, James	OSHA 30	OSHA	
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Note: All project Managers, Sales, Field and Shop employees are OSHA 10 certified.



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IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

4. Describe all goods and services that your company is able to provide. Each contractor does not need to be able to provide all the services covered under this contract. If your firm provides only a subset of the services – please be clear about what your firm is offering to ensure that you are evaluated properly.

OVERVIEW OF COMPANY SERVICES

A Virginia Corporation since 1958 with offices located in Mt. Crawford, Virginia. Class “A” Virginia Contractor’s Registration No. 2701-004943A.

TYPE OF BUSINESS CONDUCTED

Construction Group

- Project Managers – all degreed engineers
- Sales Engineers
- Estimation department
- Coordinated drawing department
- Licensed Professional Engineers on staff
- LEED Accredited Professionals on staff
- Commissioning Department.
- Energy Services.

Service Group

- Mechanical, electrical and plumbing service and preventive maintenance including special projects.

Contracting

- Lump Sum
- Cost Plus
- Time and Material
- Not-to-Exceed

Design Build

- Turnkey Engineering & Design Services
- Energy Services & Audit Capabilities

- Rental boilers
- Air compressors
- Truck crane

TYPES OF WORK PERFORMED

85% of RBI’s work is self-performed

- Plumbing
- Heating
- Air conditioning
- Sheet metal work (fabrication and installation)
- Process piping
- Refrigeration
- Underground utility (gas, water, storm drainage, sanitary sewer)
- Electrical
- Certified Pipe and Structural Steel Welding (“PP” Stamp)
- Boiler Re-tubing and Repairs (National Board “R” Stamp)
- Air and Water Balance

MARKET FOCUS

- Commercial
- Industrial
- Healthcare
- Educational (University and K-12)
- Institutional
- Recreational
- Government

MAJOR PIECES OF EQUIPMENT

- Construction trucks
- Skid steer loaders
- Dump trucks
- Man lifts
- Fork lifts
- Backhoes
- Portable welders – electric
- Welders – motor driven



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IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 5. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or spot purchases.**

Riddleberger Brothers has extensive experience with all projects of all shapes and sizes at the University level.

We have been involved with the On-Demand Request for Qualifications for James Madison since it's induction in 2010. We have performed numerous projects both as a direct contractor to James Madison University and as a Subcontractor working through a General Contractor.

From 2010 until 2014 we held an all-inclusive service Contract with Virginia Military Institute. This allowed us to perform work under their VASCUPP Contract. During that time, we were requested by the University of Virginia to perform project and service work at UVA facilities based on the VMI – VASCUPP Contract.

In 2016 we began our first VASCUPP agreement direct with James Madison University. Throughout this four-year agreement, JMU has awarded Riddleberger Brothers over \$6,500,000.00+ in projects.

Additionally, in 2017 we entered into an On-Demand/VASCUPP agreement with UVA.

Above and beyond our VASCUPP, University Project and Subcontract experience we have worked hand in hand with many local colleges and universities to develop, bid and complete numerous projects of all shape and size.



IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

6. Describe your firm's protocol and/or safety training program.

RBI - COMPANY SAFETY PLAN

Riddleberger Brothers, Inc., is committed to jobsite safety and employee wellbeing. RBI is a people and results oriented mechanical contracting firm. A key to RBI's long-standing success is the belief in "caring enough about your employees and colleagues to see them go home the way they came to work." These beliefs are energetically practiced with total commitment. The result is a stronger, safer company. Recent achievements of our commitment to safety include:

Recent achievements of our commitment to safety include:

- In 2013, Riddleberger Brothers achieved over 6,000,000+ consecutive man hours without any lost time accidents; an employee safety accomplishment spanning over Nine years.
- RBI participated with Virginia Occupational Safety and Health (VOSH) to become the only SHARP certified mechanical contractor in Virginia. This accomplishment was completed on February 15, 2007, following a process of many voluntary VOSH inspections in efforts to help improve safe work practices and elevate safety performance.
- RBI also received the National Associated General Contractors (AGC) Safety Award (NASA) for 2006. Participants were placed into divisions of their associated craft and specialty and then placed into categories of hours worked. RBI was recognized for having worked over 325,000 hours and still producing a low summary of work-related injuries and illnesses related to the construction industry.
- All field employees, project managers, estimators, and management personnel have completed the OSHA 10 hour safety course.

Riddleberger Brothers, Inc, experience modification rate (EMR) for past three years:

FY 2019 - .59

FY 2018 - .57

FY 2017 - .61



Sample job site specific safety analysis:

Job Site Specific Safety Analysis Worksheet HVAC		
Merck TP Pilot Plant		Riddleberger Brothers, Inc.
SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	CONTROL PLAN
<p>Prior to commencing mobilization to site</p>	<ul style="list-style-type: none"> • <input type="checkbox"/> Unknown site hazards • <input type="checkbox"/> Workers not understanding the requirements of the job • <input type="checkbox"/> Specific site requirements 	<ul style="list-style-type: none"> • Conduct a pre-construction safety meeting • Client's site introduction requirements • Discuss access to site with Client • Discuss likely hazards to be found on site • Receive clearance from Client to mobilize to site • Receive site map from Client indicating the following: <ol style="list-style-type: none"> 1. Access roads to the site 2. Contact details for site manager 3. Details of special PPE required for the site 4. Type of & No of vehicles permitted on the site 5. Lay down area for equipment
<p>Mobilize</p>	<ul style="list-style-type: none"> • Damage/ injury to personnel or asset • Manual handling • Snakes/insects bites • Dehydration • <input type="checkbox"/> Sunburn • <input type="checkbox"/> Trips & slips 	<ul style="list-style-type: none"> • Obtain Clearance to Work Permit if applicable • <input type="checkbox"/> Use Client supplied lay down areas • <input type="checkbox"/> Awareness of environment • Maintain adequate fluids • <input type="checkbox"/> Use sunscreen & personal protection • Clear area of trip hazards & debris • Limit lowering of personnel equipment to 30 Kg
<p>Site Planning PRIOR to work COMMENCING</p>	<ul style="list-style-type: none"> • <input type="checkbox"/> Unknown site hazards • <input type="checkbox"/> Workers not understanding the requirements of the job • <input type="checkbox"/> Specific site requirements • <input type="checkbox"/> Works not isolated • Engulfment 	<ul style="list-style-type: none"> • <input type="checkbox"/> Induct workers to the site • Review the JSA prior to work commencing each morning or high risk activity as often as required • Ensure all identified permits and clearances are available and valid for the particular shift • Ensure correct PPE is worn and is in good condition
<p>Excavate trench (if applicable)</p>	<ul style="list-style-type: none"> • Collapse of trench • Dust • Other services 	<ul style="list-style-type: none"> • Ensure correct slope angle used for the soil type & depth: <ul style="list-style-type: none"> ▪ Class A slope 1/¾ ▪ Class B slope 1/1 ▪ Class C slope 1½ /1 • Use trench shoring and barriers as necessary

		<ul style="list-style-type: none"> • Use water to suppress dust • <input type="checkbox"/>Wear appropriate PPE • Use an alert attendant as a spotter
Access trench (if applicable)	<ul style="list-style-type: none"> • Falling from Height • Falling equipment & debris • Slips • <input type="checkbox"/>Electric shock 	<ul style="list-style-type: none"> • Use ladders and walkways • Provide earth ramps if necessary • Clear all debris and equipment minimum 1 meter from edge of trench • Ensure trench walls are stable and safe • Bell holes to be suitable size and dry • <input type="checkbox"/>Ensure welding machines have voltage reduction devices fitted when using machines for arc welding if required from a risk assessment • Use dry duck boards if trench is wet • Wear rubber boots if trench is wet • <input type="checkbox"/>Ensure a supply of dry welders gloves are on site
Plumbing & HVAC Piping - Cutting / Welding / Soldering pipe	<ul style="list-style-type: none"> • Eye injuries • Burns • Electric shock • Fire 	<ul style="list-style-type: none"> • Check oxy/acetylene equipment for damage (hoses, hand piece and flashback arresters) for leaks prior to entering a confined space or trench • Ensure welding leads are in proper condition • Wear appropriate PPE – gloves, welding/cutting goggles or appropriate shield. Note – sunglasses MUST NOT be worn • <input type="checkbox"/>Use dry gloves and ensure all cables and hoses are in good condition • <input type="checkbox"/>Use duckboards if required • <input type="checkbox"/>Have an inspected fire extinguisher available • <input type="checkbox"/>Ensure pipe is adequately supported for cutting (including discard section)
Fit the weld band and pulling bolt	<ul style="list-style-type: none"> • Hand injuries • <input type="checkbox"/>Falling from pipe 	<ul style="list-style-type: none"> • <input type="checkbox"/>Wear gloves • <input type="checkbox"/>Use ladders and keep top of pipe free of debris and sand

Set the pipe/pipe fittings	<ul style="list-style-type: none"> • Crush injuries • Dropping the pipe • Slips & Trips 	<ul style="list-style-type: none"> • Remove all unnecessary personnel from the area • <input type="checkbox"/> Ensure personnel are clear of the moving pipe • <input type="checkbox"/> Ensure dogman has good communication with the excavator driver • Only qualified and competent dogmen and excavator operators to be employed. • <input type="checkbox"/> Ensure all lifting equipment is in good order • Wear safety helmets and vests
Tighten the weld band pulling bolts	<ul style="list-style-type: none"> • Hand injuries 	<ul style="list-style-type: none"> • Wear gloves • Use correct equipment – spanners • Ensure the pulling bolt is adequately welded or if a chain type is used the chain is in good order and correctly located
Weld joint, (EXTERNAL)	<ul style="list-style-type: none"> • Eye injuries • Burns • Electric shock • Sun burn • Dehydration 	<ul style="list-style-type: none"> • Check welding leads, hand pieces, wire feeders etc for damage prior to using the equipment • For MMAW welding equipment <ol style="list-style-type: none"> 1. Ensure the Voltage Reduction Device is fitted to the machine and is switched ON if required from a risk assessment 2. Ensure there is NO welding electrode left in the hand piece when not welding. 3. Check welding leads, hand pieces, wire feeders etc for damage prior to using the equipment. • Wear appropriate eye protection • Wear suitable clothing – in good condition • Ensure all PPE is in good condition and used at all times • Keep all equipment dry • Use duckboards if required • Use umbrella for shade • Maintain adequate fluids • Use sunscreen & personal protection



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Weld Joint (INTERNAL)	<ul style="list-style-type: none"> • Conduct Formal Risk Assessment due to Confined Space 	<ul style="list-style-type: none"> • Develop from Risk Assessment
Lifting and carrying various items	<ul style="list-style-type: none"> • strains (overexertion) • falls (both Falls To Below and Same Level) 	<ul style="list-style-type: none"> • Determine whether item is too heavy or bulky for one person to carry • Use proper lifting techniques • Always be able to see where you are going and what might be an obstacle in your path • Always wear appropriate PPE
Using various chemicals, such as PVC Glue	<ul style="list-style-type: none"> • Contacted By • Contact With • Exposure that causes irritation, allergic response, or skin problems • Spills 	<ul style="list-style-type: none"> • Read and follow all instructions regarding proper use • If allergic reaction or irritation occurs, report to supervisor so chemical is replaced with safer material • Keep MSDS sheets on hand • Wear proper eyewear, masks, and gloves when using certain chemicals • Have HAZCOM for spills or exposure • Keep water on hand for rinsing off skin
Pressure test joint	<ul style="list-style-type: none"> • Eye injuries 	<ul style="list-style-type: none"> • See pressure test procedure • Wear eye protection • Remove all unnecessary personnel from the area
Weld up the test hole (if applicable)	<ul style="list-style-type: none"> • Eye injuries • Burns • Electric shock 	<ul style="list-style-type: none"> • Wear appropriate eye protection • Wear suitable clothing – in good condition • Keep all equipment dry • Use duckboards if required

Demobilize	<ul style="list-style-type: none"> • Manual handling • Cranage • Site condition 	<ul style="list-style-type: none"> • <input type="checkbox"/> Use client supplied laydown areas • <input type="checkbox"/> Use correct lifting equipment, chains, slings etc • <input type="checkbox"/> Limit lifting of personnel equipment to 30 Kg • <input type="checkbox"/> Leave site in a clean & tidy condition, in accordance with client direction
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IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 7. Describe your approach to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how you will provide excellent customer service on fast turnaround projects, to include mobilization of a "crew" if your firm is not located in a close proximity of the University or other State agency.**

James Madison University has been a premier customer of Riddleberger Brothers Inc.'s since our doors opened in 1940 (Then, Madison College). We have performed work at JMU for over 80 years and continue to aggressively pursue work at the University and explore every chance to better our relationship.

We have held one policy consistent with our relationship with James Madison University. We have the capability and will always respond to any request from James Madison University in 24 hours or less. We have been the go-to contractor when things have broken in the freezing cold temperatures of winter. We have been working side by side with University technicians in the summertime when equipment has failed. Our dedicated staff understands the importance of performing quality workmanship with the local University and every person has a sense of pride with the relationship we carry with the University.

We hope that under this contract it will provide another avenue for us to grow together and allow us to continue to perform work for the University.

In response we will provide a project manager/sales engineer response to the University immediately upon contact. Also, we can have multiple crews mobilized within 12-18 hours depending on the immediate need from the University. Our main location that houses our fleet is only 6.4 miles from the center of the University. On short notice we have no problem providing the University with 15-20 skilled crafts persons.

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

8. Describe which individuals within your firm will have knowledge of a contract with the University and provide a single, designated point of contact with your firm.

- **Ben Budd – Sales Engineer/JMU Account Representative:**
Ben Budd will be responsible for the account relationship between JMU and Riddleberger Brothers. He will be the single, designated point of contact for JMU. He will write all proposals and respond to all requests by University Project Managers.
- **Neal Buchanan – Director of Project Management:**
Neal Buchanan will be the overall project manager for projects at the University. There may be other project managers or project engineers that will work with the Special Projects Superintendent on a daily basis, however all projects will be under the direct supervision of Neal and the Account Representative, Ben Budd.
- **Kirk Adams- Vice President of Preconstruction & Business Development:**
Kirk Adams will assist as required by the University on larger scale projects where CAD/BIM drawings are required and when estimation services cannot be handled by the Account Representative.
- **Darryl Lam – Senior Estimator:**
Darryl Lam will assist in the estimation of projects for the University when estimation services cannot be handled by the Account Representative.



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IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

9. Describe your Guaranteed response time for regular and emergency services.

We Guarantee under the provisions of this contract we will provide the University with a less than 18-hour response on all regular services and less than a 2 hour response on all emergency services.



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BROTHERS, INC

IV. STATEMENT OF NEEDS

C. Mechanical & Plumbing Services

Riddleberger Brothers Inc. and/or sub-tier subcontractors can perform all work as shown in this section.

Work to be Subcontracted as follows:

- **Steam Turbine Repair Services:** to include disassembly, inspection, and repair with authorized manufacturer's representative on-site during all inspection and repair procedures.
- **"U" Stamp Welding Services:** to include complete design, fabrication, and inspection per ASME.
- **Utility Tunnel, Manhole sealing, and Below Grade Basement Level of Building Grout Injection:** to include best methods available to ensure water-tight integrity for affected area.
- **Insulation Projects.**
- **Cured-in-place Pipe Services:** to include process for furnishing all labor. Materials, tools, equipment and incidents necessary to provide complete rehabilitation of gravity sanitary/storm sewers by installation of thermo setting, polyester or epoxy vinyl ester resin, vacuum impregnated flexible polyester fill tube having an impermeable inner surface.



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BROTHERS, INC.

IV. STATEMENT OF NEEDS
D. HVAC Services

Riddleberger Brothers Inc. can self-perform all work as shown in this section.

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

Riddleberger Brothers has successfully performed numerous projects at James Madison University. RBI is committed to customer satisfaction; this is evident by over two hundred and fifty (250) repeat customers across the state of Virginia. Our company size allows us to react quickly and efficiently to schedule changes and issues normally associated with executing multiple projects simultaneously.

Our craft employees' level of seniority and experience is unusually high for a construction oriented company. We take pride in hiring the very best and, through our company philosophy and policies, retain these skilled craftsmen. Riddleberger Brothers, Inc. has become one of the largest and most respected mechanical contracting firms in the Commonwealth of Virginia. Key facts concerning our capacity include:

- Corporate offices in Mt. Crawford, Virginia
- Full service plumbing, mechanical, HVAC service, controls and design-build Company.
- 420+ full-time employees
- 180 fully equipped vehicles
- Degreed mechanical engineers – design, sales, estimators and project managers
- 100,000+ square feet of production facilities
- Over 1,500 successfully completed major projects
- 80 years of industry experience (Founded in 1940)
- Member of Associated General Contractors (AGC), American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE), American Society of Plumbing Engineers (ASPE), Plumbing-Heating-Cooling Contractors National Association (PHCC), Association for Facilities Engineering (AFE), Refrigeration Service Engineering Society (RSES)
- “R” Stamp Certified by National Board Inspection Code (NBIC)
- “PP” Stamp Certified by American Society of Mechanical Engineers (ASME)



V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.(Continued)

KEY PERSONNEL

- Ben Budd – Sales Engineer/JMU Account Representative:
Ben Budd will be responsible for the account relationship between JMU and Riddleberger Brothers. He will be the single, designated point of contact for JMU. He will write all proposals and respond to all requests by University Project Managers.
- Neal Buchanan – Director of Project Management:
Neal Buchanan will be the overall project manager for projects at the University. There may be other project managers or project engineers that will work with the Special Projects Superintendent on a daily basis, however all projects will be under the direct supervision of Neal and the Account Representative, Ben Budd.
- Matt Landes – General Manager of the Construction Group:
Matt Landes will be ultimately responsible for the labor applied to projects at the University.
- Darrell Moubray – Field Operations Manager:
Darrell Moubray will apply labor when requested from the Special Projects Superintendent.



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BEN BUDD

6127 S. Valley Pike
Mt. Crawford, VA 22841
Phone: 540.434.1731
Ben.budd@rbiva.com



PROFILE

Ben's experience extends long before Riddleberger Brothers. In 2012 he began a career at RBI as a Project Manager handling numerous key accounts including James Madison University. In 2016 he was moved into sales as an account representative for RBI.

James Madison University Harrisonburg, VA

2016 – Present

Contact: Various

\$7,159,010+ In Projects

Client Summary: Mr. Budd has been our account representative at JMU for the past four years. We have continued to work with various engineers on numerous projects.

Merck Elkton, VA

2016 – Present

Contact: Various

\$9,803,054+ In Projects

Client Summary: We perform multiple detail oriented and technical projects for Merck. All owner direct projects are handled by Mr. Budd.

Augusta Health Fishersville, VA

2016 – Present

Contact: Various

\$5,927,631+ In Projects

Client Summary: Mr. Budd has represented RBI in fishersville at the Hospital and various other client satellite locations. His experience in providing customer focused solutions to various customer situations lends to his ability to represent RBI at JMU.

EMPLOYMENT

Riddleberger Brothers, Inc., Mt. Crawford, VA
Inside Sales/Sales Engineer

2016-Present

CLIENT EXPERIENCE

Riddleberger Brothers, Inc., Mt. Crawford, VA
Project Manager

2012-2016

TRAINING & CERTIFICATIONS

OSHA 10
Comfort Systems PM Academy
Comfort Systems Sales Academy

2014
2018





NEAL BUCHANAN

6127 S. Valley Pike
Mt. Crawford, VA 22841
Phone: 540.434.1731
Neal.buchanan@rbiva.com



PROFILE

In his 16+ years of project management experience at Riddleberger Neal has managed numerous large and complex mechanical projects. These projects include several renovations and additions to occupied, operating facilities where minimal disruption of the day-to-day operations was critical.

PROJECT EXPERIENCE

JMU College of Business – Expansion / Renovation **Current / 2021**
Harrisonburg, VA
Owner: James Madison University \$10,640,864.00 – New/Renovation
Contact: Glenn Wayland
Project Summary: This project utilized campus steam to provide heating and domestic hot water along with new water cooled chillers that provides cooling for the two buildings.

JMU Madison Hall Renovation **2017**
Harrisonburg, VA
Owner: James Madison University \$3,212,393.00 – Renovation
Contacts: Scott Wachter / Nancy Cornwell
Project Summary: This building was repurposed for Office spaces and Classrooms for the University. The project included boilers and chillers to produce heating and chilled water systems serving AHUs and VAVs throughout the building.

Harrisonburg - Bluestone Elementary **2017**
Harrisonburg, VA \$4,518,809.00 – New Construction
Owner: City of Harrisonburg
Contact: Nielsen – Jacob Hull
Project Summary: This "Green" project utilized eight geothermal ground source loops that combined to serve over sixty heat pumps throughout the building.

EMPLOYMENT

Riddleberger Brothers, Inc., Mt. Crawford, VA **2013-Present**
Senior Project Manager

Riddleberger Brothers, Inc., Mt. Crawford, VA **2004-2013**
Project Manager

EDUCATION

Virginia Polytechnic Institute and State University **2004**
Blacksburg, VA
Bachelor of Science, Mechanical Engineering



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BROTHERS, INC.

Matt's education and mechanical project experience, coupled with his number of years in the mechanical contracting industry gives him the expertise to manage highly technical and large mechanical projects. Recently, Matt has transitioned from his role in project management to Operations Manager.

RMH New Hospital
2010 Health Campus Drive
Harrisonburg, VA 22801

Owner: Rockingham Memorial Hospital
Contact: Dennis Coffman

\$10,047,010 New Construction

Project Summary: New construction of a central utility plant to serve the new 600,000 square foot hospital facility.

Harrisonburg Elementary/Middle School
Harrisonburg, VA

2008

Owner: City of Harrisonburg
Contact: Dr. Donald Ford

\$6,170,000 New Construction

Project Summary: *New construction of a 220,000 square foot combined elementary/middle school. Riddleberger served in a design assist role throughout the pre-construction to ensure constructability and costs were maintained within the budget. Matt was integrally involved throughout this process.*

UVA Hospital Bed Expansion
University of Virginia Hospital
Charlottesville, VA

2012

Owner: University of Virginia Hospital
Contact: David Watkins

\$11,105,000 New Construction

Project Summary: Project consists of an 8 story addition to the existing hospital facility. It included a complete replacement of the existing chilled water pumping system.

Riddleberger Brothers, Inc., Mt. Crawford, VA
Construction General Manager

2014 – present

Riddleberger Brothers, Inc., Mt. Crawford, VA
Project Manager

1998 – present

Virginia Polytechnic Institute and State University, Blacksburg, VA
Bachelor of Science, Mechanical Engineering

May, 1998

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BROTHERS, INC.



DARRELL MOUBRAY

6127 S. Valley Pike
Mt. Crawford, VA 22841
Phone: 540.434.1731
moubrayd@rbiva.com



PROFILE

Darrell currently serves as Field Operations Manager for Riddleberger Brothers. In his 41 years with RBI, he has been in several leading field positions overseeing projects. Many of the projects consisted of hospital and academic buildings, both new construction and renovation, with complex systems and fast tracked schedules.

PROJECT EXPERIENCE

East Rockingham High School

2010

Owner: Rockingham County Schools

\$8,900,000.00 New Construction

Contact: Mr. Steve Reid

Project Summary: New construction of a 200,000 sq. ft. high school located in Rockingham County.

University of Virginia – Rouss Hall

2007

Owner: University of Virginia

\$5,193,663.00 New Construction

Contact: Ms. Elizabeth Lawson, FAIA

Project Summary: Renovation and addition to historic Rouss Hall located centrally on the campus of the University of Virginia.

UVA Hospital Bed Tower Expansion

2012

Owner: UVA Hospital

\$11,105,476.00 Expansion

Contact: Mr. David Watkins

Project Summary: Eight story, LEED Certified expansion of the existing hospital tower at the University of Virginia.

EMPLOYMENT

Riddleberger Brothers, Inc., Mt. Crawford, VA
Field Operations Manager

2012 - Present

Riddleberger Brothers, Inc., Mt. Crawford, VA

Project Superintendent and Project Field Supervisor

1979-2012

TRAINING & CERTIFICATIONS

Massanutten Vocational Technical Center
Apprenticeship Plumbing and Steamfitter

1979 - 1983

Blue Ridge Community College
AGC Supervisory Training Program
Masters in Plumbing, HVAC, and Gas Fitter License
OSHA 10

2006



V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

4. Offeror Data Sheet, Included As Attachment A to this RFP.

ATTACHEMENT 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 80 Months 6

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 #
Rockingham County Schools	12+ Years	North Liberty, Harrisonburg, VA	Steve Reid, 540-434-4434
James Madison University	64+ Years	Blue Stone Drive, Harrisonburg, VA	Frank Viscomi, 540-568-3692
City of Winchester	14+ Years	North Kent St. Winchester, VA	Corey McKnight, 540-974-8737
Augusta Health	14+ Years	Medical Center Dr. Fishersville, VA	Kenny Baker, 540-932-4772
Valley Health Systems	14+ Years	Amherst St., Winchester, VA	Mark Baker, 540-536-5336

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

OFFEROR	CONTACT PERSON/PHONE #	ADDRESS
Riddleberger Brothers Inc.	Ben Budd (540) 820-6556	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Gary Huffman (540) 476-2098	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Darrell Moubray (540) 574-5942	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Neal Buchanan (540) 574-5907	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Kirk Adams (540) 574-5950	6127 S. Valley Pike, Mt. Crawford, VA 22841

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 [XX] NO

IF YES, EXPLAIN: _____



RIDDLEBERGER
BROTHERS, INC.

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

5. Small Business Subcontracting Plan, Included as Attachment B to this RFP.

ATTACHEMENT B

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

Revised 6/15/15 ABS

Offeror Name: Riddleberger Brothers Inc.

Preparer Name: Ben Budd

Date: 15 July 2020

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

Program, all certified women-owned businesses are also a small business enterprise.

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

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



RIDDLEBERGER
BROTHERS, INC.

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

5. Small Business Subcontracting Plan, Included as Attachment B to this RFP. (Continued)

Per the requirements of this RFP we have attached the continuation of Attachment “B” below. We are more than willing to complete this form for every project we bid at the University. We have also included our list of SWaM contractors as part of our DSBSD Business Approach.

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____
Listing of Sub-Contractors, to include: Small, Woman Owned and Minority Owned Businesses
for this Bid/Proposal and Subsequent Contract

Offeror / Proposer: _____

Firm _____

Address _____

Contact Person No. _____

Date Form Completed _____

Sub-Contractor's Name and Address	Contact Person & Phone Number	DSBSD 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 JMC)

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

Revised 6/15/15 (AAS)

RETURN OF THIS PAGE IS REQUIRED

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

5. Small Business Subcontracting Plan, Included as Attachment B to this RFP. (Continued)

DSBSD – BUSINESS APPROACH

Riddleberger Brothers, Inc. endeavors to promote diversity and equal opportunity. We continue to make efforts to promote diversity throughout our employee population and our subcontracting practices on all projects. Riddleberger Brothers, Inc. recognizes that special efforts are needed to increase the level of participation by small, women-owned and minority business enterprises in our procurement process, and we strive to create a climate that encourages Department of Minority Business Enterprise certified Small, Woman-Owned, Minority-Owned business to competitively bid projects that we are pursuing. Our goal is to maintain strategic partnerships and relationships with diverse firms through networking with DSBSD certified Small, Woman-Owned, Minority-Owned businesses and to provide these firms with the necessary information and assistance to participate in our procurement process.

The following steps and special efforts are taken during the procurement phase of projects:

1. Potential DSBSD certified Small, Woman-Owned, Minority-Owned business are identified and researched to ensure that the enterprise is certified and has the capability to perform the requirements of the work. This prequalification process ensures that only DSBSD certified Small, Woman-Owned, Minority-Owned businesses capable of meeting the project schedule, work requirements, insurance, contractual and safety requirements are identified. These firms are then encouraged to participate in the bid process.
2. Based upon this prequalification process, a database of qualified DSBSD certified Small, Woman-Owned, Minority-Owned businesses is developed to help our estimation department identify potential Minority Business Enterprises contacts. The Virginia Department of Minority Business Enterprises (DSBSD) website's database of certified firms is utilized to assist our estimating department in building our own internal database.
3. An invitation to bid is sent to pre-qualified firms. At this time sample copies of our Master Subcontract Agreement is sent to these firms so that they are aware of our contractual requirements. Project specific contractual requirements of owners and general contractors are also provided to ensure that these firms are fully aware of project requirements as well.
4. Dependent upon the project, an invitation targeting DSBSD certified Small, Woman-Owned, Minority-Owned business may be advertised in the newspapers to solicit bids and proposals for specific projects. This advertisement is placed strategically in regional and state newspapers depending upon project location.
5. Regular follow-up communication during the bid phase via email and direct phone contact is conducted to ensure these firms are fully aware of any project addendums, bid changes or clarifications.



At Riddleberger Brothers, Inc, we utilize the following criteria to assist with identifying potential DSBSD certified Small, Woman-Owned, Minority-Owned businesses:

A. A Small Business

Generally, has fewer than 250 employees including affiliates, has gross annual receipts less than \$10 million, is independently owned and operated and is not dominant in its field of operation

B. A Minority Business

Is a small business that is at least 51% owned, managed and operated on a daily basis by a member of a definable minority group. Definable minority groups include African Americans, Hispanic Americans, Asian Americans, Native Americans, Native Hawaiians, Eskimos and Asian-Pacific Americans.

C. A Women-Owned Business

Is a small business concern that is at least 51% owned, managed and operated on a daily basis by a woman who is a United States citizen. Women-owned businesses are not considered disadvantaged, unless owned by a woman who is also a member of a definable minority group.

Riddleberger Brothers completes and submits quarterly reports on forms provided by the contracting office to document subcontractor and supplier expenditures to DSBSD certified Small, Woman-Owned, Minority-Owned businesses in connection with projects requiring this data.

DSBSD UTILIZATION – PAST SUCCESSES

At James Madison University and the University of Virginia, Riddleberger Brothers Inc. has successfully used DSBSD certified Small, Woman-Owned, Minority-Owned businesses as subcontractors and suppliers in various projects. Below is an example of our listing for certified businesses used in a recent project at UVA. Also we have included our Prequalified SWAM Contractors & Vendors List.

DGS-30-360

(Rev. 11/04)

PART IV

LISTING OF DISADVANTAGED BUSINESSES PROPOSED FOR THIS PROJECT

OFFEROR / PROPOSER:

Firm Name: Riddleberger Brothers, Inc.
 Contact Person: Daniel Blosser
 Phone Number: (540) 434-1731

Date Form Completed: 2/3/2009

PROPOSAL FOR PROJECT:

Agency: 209 University of Virginia
 Project: 17302 Hospital Bed Expansion
 Sub-Project:

List Offeror's plans to involve small businesses, businesses owned by women, and businesses owned by minorities in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, as consultants, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format.

Firm Name	Firm Address	Contact Person/ Phone Number	Registrat ion # (if applicabl	DMBE Certificate #	Services or Materials Provided	Estimated Contract Amount or % of Total Contract	Firm Type		
Old Dominion Insulation, Inc.	8142 Hull Street Rd, Richmond, VA 23235	Jeff Davoud 804) 674-1540		659400	Thermal Insulation	\$544,225	5.3%	Y		
Shank Wholesalers, Inc.	1136 South High Street, Harrisonburg, VA 22801	Tom Frye (540) 434-8413		667327	Plumbing and HVAC Materials	\$1,493,374	14.7%	Y		
Crenshaw Construction Company	129 E. Davis St. Suite 230, Culpeper, VA 22701	Richard Crenshaw (540) 829-6916		9274	Fencing & Dust Control	\$60,450	0.6%	Y		
Old Dominion Firestop, LLC	8142 Hull Street Rd, Richmond, VA 23235	Cooper Reid (804) 675-0517		10394	Firestopping	\$59,100	0.6%	Y		
Dusty Ducts, Inc.	1076 Corporate Park Dr. Forest, VA 24551	Rick Crickenberger (434) 525-6075		650848	Duct Cleaning	\$99,500	1.0%		Y	
DrillCore	8142 Hull Street Rd, Richmond, VA 23235	James Hodge 804) 674-8220		626704550	Core Drilling	\$56,029	0.6%	Y		
Annandale Balancing Co.	6121 Lincolnia Road Suite 2020 Alexandria, VA 22312	Scott Toney (703) 256-2097		670659	Testing and Balancing	\$161,000	1.6%	Y		
Air Conditioning Equipment Sales, Inc.	7314 Impala Drive Richmond, VA 23228	Mike Nooney (804) 264-2911		649821	HVAC Equipment	\$87,000	0.9%	Y		
Valley Industrial Piping	P.O. Box 1751 Waynesboro, Virginia 22980	Michelle Carter (540) 942-4469		6271S	Supply and installation of HVAC piping	\$1,233,090	12.1%		Y	
Total:						\$3,793,768	37.3%			



RIDDLEBERGER
BROTHERS, INC.

SWAM Contractors & Vendors

Firm Name	Firm Address	Contact Person/ Phone Number	DMBE Certificate #	Services or Materials Provided	Category
Old Dominion Insulation, Inc.	8142 Hull Street Rd, Richmond, VA 23235	Jeff Davoud P: (804) 674-1540	659400	Thermal Insulation	Small Business
Drill Core	8143 Hull Street Rd, Richmond, VA 23235	James Hodge P: (804)-674-1540	626704550	Coredrilling & Sawcutting	Small Business
Shank Wholesalers, Inc.	1136 South High Street, Harrisonburg, VA 22801	Tom Frye P: (540) 434-8413 F: (540) 434-4870	667327	Plumbing and HVAC Materials	Small Business
Crenshaw Construction Company	129 E. Davis St. Suite 230, Culpeper, VA 22701	Richard Crenshaw P: (540) 829-6916	9274	Architectural, site & structural	Small Business
Trumbo Electric, Inc.	P.O. Box 38, Broadway, VA 22815	John Knepper P: (540) 896-7095	649657	Electrical	Small Business
J.C. Painting	10003 Laurel Lakes Drive Glen Allen, VA 23060	James Clark P: (804) 677-6062	669932	Painting	Minority Owned
Webster Services, LLC	P.O. Box 74754 Richmond VA 23236	Darius Webster (804) 639-8178	652126	HVAC Equipment	Minority Owned
C&W - Tesco, Inc.	430 Southlake Blvd. Richmond, VA 23236	Bill Wassum P: (804) 379-9345 F: (804) 379-8361	10000	Testing and Balancing	Small Business
Annandale Balancing Co.	6121 Lincolia Road Suite 2020 Alexandria, VA 22312	Scott Toney P: (703) 256-2097 F: (703) 256-0680	670659	Testing and Balancing	Small Business
Mechanical Balancing, Inc.	P.O. Box 13583 Roanoke, VA 24035	Bob Hockett P: (540) 380-6760 F: (540) 380-6761	671180	Testing and Balancing	Small Business
Mechanical Systems Testing & Balancing, Inc.	7314 Impala Drive Richmond, VA 23228	P: (804) 264-0454 F: (804) 264-4785	680489	Testing and Balancing	Small Business
Mid Atlantic Test & Balance, Inc.	1120 Wilborn Ave. South Boston, VA 24592	David Forlines P: (434) 572-4025 F: (804) 572-4025	655371	Testing and Balancing	Small Business
Mid Atlantic Controls Corp.	8511 Oakview Ave. Richmond, VA 23228	Craig Turlington P: (804) 262-4923 F: (804) 262-5154	649726	Controls	Small Business
Dusty Ducts, Inc	1076 Corporate Park Dr. Forest, VA 24551	Rick Crickenberger (434) 525-6075	650848	Duct Cleaning	Woman Owned
Virginia Industrial & Commercial Equipment, Inc.	12204 W. Glenkirk Ct. Richmond, VA 23233	Jim Miglearise (804) 364-7160	667073	HVAC Equipment	Small Business
Waltz Engineered Sales, Inc.	48 Davis Ave. Newport News, VA 23601	Becky Waltz P: (757) 873-5544 F: (757) 873-0346	650783	HVAC Equipment	Small Business
Robert S. Lovelace Company	3115 Norfolk St. Richmond, VA 23230	Scott Lovelace P: (804) 353-0404 F: (804) 353-7025	670827	HVAC Equipment	Small Business
Air Conditioning Equipment Sales, Inc.	7314 Impala Drive Richmond, VA 23228	Mike Nooney P: (804) 264-2911	649821	HVAC Equipment	Small Business
Robert W. Hayes Co.	611 Moorefield Park Drive, Suite A, Richmond, VA 23236	Brian Cooper P: (804) 323-7890	6905	HVAC Equipment	Small Business
Old Dominion Firestop, LLC	8142 Hull Street Rd, Richmond, VA 23235	Cooper Reid P: (804) 675-0517	10394	Firestopping	Small Business
Caratek, Inc.	8807 Whitepine Rd. Richmond, VA 23237	Steve Floyd P: (804) 274-8800	10220	HVAC Equipment	Small Business
Kirby-Vass Insulation, Inc.	263 Industrial Drive, Roanoke, VA 24019	Tom Kirby P: (800) 277-6163	656816	Thermal Insulation	Small Business
Firestop of Virginia	263 Industrial Drive, Roanoke, VA 24019	Tom Kirby P: (800) 277-6163	656816	Firestopping	Small Business



RIDDLEBERGER
BROTHERS, INC.

SWAM Contractors & Vendors

Firm Name	Firm Address	Contact Person/ Phone Number	DMBE Certificate #	Services or Materials Provided	Category
A. Able Plumbing, Inc.	320 Shenandoah Ave. Broadway, VA 22815	James Fye P: (540) 434-8080 F: (540) 434-8080	648344	Plumbing	Small Business
Wilder Mechanical	P.O. Box 4115 Hampton, VA 23664	Lafrances Wilder P: (757) 244-7009 F: (757) 244-7108	3525	HVAC/Plumbing	Minority Owned
Hobbs & Associates	1800 Summit Ave., Richmond, VA 23230	David Jordan P: (804) 278-8993	665566	HVAC Equipment	Small Business
Leonard Campbell Contracting, Inc.	5089 Quicksburg Road New Market, VA 22844	Lenny Campbell P: (540) 740-3082	670038	Fuel Oil Installation	Small Business
Shultz & James	9 East Cary Street Richmond, VA 23219	Dick Hale P: (804) 644-3021	653589	HVAC Equipment	Small Business
Shelmark Distributors	344 Windsong Rd. Barboursville, VA 22923	Shelah Hagenmaker P: (434) 566-7230 F: (888) 455-8675	679096	Plumbing/Med. Gas Equipment	Woman Owned
Contractors & Industrial Supply, Inc.	688 Cottontail Trail Mt. Crawford, VA 22841	Tony Fults P: 540-432-9622	678202	HVAC & Plumbing Materials	Small Business
C.E. Thurston & Sons, Inc.	719 Gainsboro Road Roanoke, VA 24016	Nick Rogero P: (540) 342-1841 F: (757) 536-1219	661844	Thermal Insulation	Small Business
Old Dominion Construction Services	12764 Oak Lake Court Midlothian, VA 23112	Jerome Jackson P: (804) 674-1540	686173		Minority Owned
Hoffman & Hoffman	Roanoke, VA	Brad Dawes P: (540) 725-8701	661060	HVAC Equipment	Small Business
Marco Supply Company, Inc.	PO Box 11586 Roanoke, VA 24022	David Marshall Jones P: (704) 892-1935	682848	Plumbing and HVAC Materials	Small Business
Enviromechanical Sales	13801 Village Mill Drive Ste. 101	Jim Gallagher P: (804) 897-8320	009441	HVAC Equipment	Small Business
Chesterfield Trading Co., Inc.			6881	Plumbing and HVAC Materials	Small Business
May Supply	1775 Erickson Ave. Harrisonburg, VA 22801	Brenda Sheffer P: (540) 433-2611 F: (540) 433-8838	009365	Plumbing and HVAC Materials	Small Business
Hydrotec	9319 Cool Spring Road Mechanicsville, VA 23116	Todd Walker P: (804) 798-4162	677330	HVAC Materials	Small Business
Inge Equipment Co.	PO Box 35978 Richmond, VA 23235	Art Miranian, Jr. P: (804) 897-7201	009831	HVAC Materials	Small Business
Dean Steel Erection Company	PO Box 1164 Harrisonburg, VA 22803	Tom Morris P: (540) 434-7465	674908	Crane/Rigging/Steel Erection	Small Business
The Frazier Quarry	PO Box 588 Harrisonburg, VA 22803	Jeff Holsinger P: (540) 434-6192	655081	Crushed Stone	Small Business
Virginia Water Systems, Inc.	2531 Oak Lake Blvd. Midlothian, VA 23112	William Garrahan P: (804) 639-2500	10856	Water Purification	Small Business
Top Bead Welding Service, Inc.	190 Fifth Street Broadway, VA 22815	Robert Blosser P: (540) 901-8730	683466	Mechanical	Small Business
J.R. Caskey, Inc. Grading & Excavation	PO Box 305 Oilville, VA 23129	Ginger Caskey P: (804) 784-8001	678120	Site & Excavation	Woman Owned
Partners Excavating	PO Box 2098 Harrisonburg, VA 23129	Steve Freed P: (540) 433-1475	649647	Excavation	Small Business
STB Enterprises, LLC	1004 Montgomery Street Blacksburg, VA 24060	Steve Booth P: (540) 951-9639		HVAC Equipment	Small Business
Old Dominion Abatement & Demolition, LLC	12764 Oak Lake Court Midlothian, VA 23112	Jeff Davoud P: (804) 674-1545	686887	Abatement & Demolition	Woman Owned



RIDDLEBERGER
BROTHERS, INC.

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

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.

Below we have illustrated our sales revenue with the VASCUPP Membership. We would like to note that the projects noted below are all owner direct. A portion of our work at some of these Universities is also done through large CM/GC contractors and is not included in the below figures.

<u>Virginia Association of State College Purchasing Professionals</u>	
<u>Members</u>	<u>Sales Revenue 7/1/19 – 7/1/20</u>
George Mason University	\$0
James Madison University	\$16,170,235.00
Old Dominion University	\$0
Radford University	\$0
University of Virginia	\$9,561,153.00
Virginia Commonwealth	\$0
Virginia Military Institute	\$154,343.00
Virginia Tech	\$0
William & Mary	\$0
Longwood University	\$134,309.00
University of Mary Washington	\$0

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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.



RIDDLEBERGER
BROTHERS, INC

Rates by Role for RFP# MPM-1087
On Demand Trade Services: Mechanical & Plumbing

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 81.00 /hour	\$ 121.50 /hour
Mechanical Supervisor	\$ 81.00 /hour	\$ 121.50 /hour
HVAC Supervisor	\$ 81.00 /hour	\$ 121.50 /hour
Laborer	\$ 39.00 /hour	\$ 58.50 /hour
Laborer, Mechanical	\$ 39.00 /hour	\$ 58.50 /hour
Laborer, HVAC	\$ 39.00 /hour	\$ 58.50 /hour
Mechanic	\$ 57.00 /hour	\$ 85.50 /hour
Boiler Mechanic	\$ 85.00 /hour	\$ 127.50 /hour
Sheet Metal Mechanic	\$ 57.00 /hour	\$ 85.50 /hour
Grout Injection Mechanic	\$ 65.00 /hour	\$ 97.50 /hour
Startup Mechanic	\$ 77.00 /hour	\$ 115.50 /hour
Test & Balance Mechanic	\$ 65.00 /hour	\$ 97.50 /hour
Junior Mechanic (Helper)	\$ 48.00 /hour	\$ 72.00 /hour
Technician	\$ 85.00 /hour	\$ 127.50 /hour
Burner Technician	\$ 85.00 /hour	\$ 127.50 /hour
HVAC Technician	\$ 85.00 /hour	\$ 127.50 /hour
Service Technician	\$ 85.00 /hour	\$ 127.50 /hour
Controls Technician	\$ 105.00 /hour	\$ 157.50 /hour
Welding	\$ 70.00 /hour	\$ 105.00 /hour
Certified Welder, R-stamp work	\$ 85.00 /hour	\$ 127.50 /hour
AI Inspector (R-stamp work)	\$ 145.00 /hour	\$ 217.50 /hour
Pipefitter	\$ 57.00 /hour	\$ 85.50 /hour
Millwright	\$ 88.00 /hour	\$ 132.00 /hour
Equipment Operator	\$ 54.00 /hour	\$ 81.00 /hour
Ironworker	\$ 76.00 /hour	\$ 114.00 /hour
Plumber, Master	\$ 62.00 /hour	\$ 93.00 /hour
Plumber, Journeyman	57.00	85.50
Carpenter	\$ 59.00 /hour	\$ 88.50 /hour
Electrician	\$ 59.00 /hour	\$ 88.50 /hour
QA/QC (Code Work)	\$ 85.00 /hour	\$ 127.50 /hour
Project Manager	\$ 90.00 /hour	\$ 135.00 /hour
Design Engineer	\$ 90.00 /hour	\$ 135.00 /hour
CAD Designer	\$ 70.00 /hour	\$ 105.00 /hour

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

X. PRICING SCHEDULE (Revised 6/15/15) ABS (Continued)

PARTS & SUPPLIES				
Item	Manufacturer	List Price	% Discount Off	University Price
Rough Material (Pipe, Fittings, Valves, Etc.)	Various	\$Various (Dependent on size and quantity)	15%	\$Various (Dependent on size and quantity)
Sheet Metal Ductwork (Fabricated Ductwork)	Various	\$Various (Dependent on size and quantity)	At Cost*	\$Various (Dependent on size and quantity)
Major HVAC and Plumbing Equipment.	Carrier, Trane, Daikin, Patterson Kelley, etc.	\$Various (Dependent on size and quantity)	At Cost*	\$Various (Dependent on size and quantity)
Parts for repairs on HVAC and Plumbing Equipment	Various	\$Various (Dependent on size and quantity)	15%	\$Various (Dependent on size and quantity)

*All Markup Percentages for Major Equipment, Sheet Metal Ductwork, Subcontractors, Sub-Subcontractors, etc. will conform to the State of Virginia Standard SS and SC-1 Forms

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

The purchase order or contract number shall be included on all invoices and mailed to:

James Madison University
Lori Butler, Accounting Manager
Facilities Management, MSC 7002
Harrisonburg, VA 22807

As our invoices are typically larger, the fees should the University pay by Credit Card would be excessive. Accordingly, we recommend that the University continue to pay Riddleberger by Check or ACH, as has been the standard practice. Should the University desire to pay via Credit Card Riddleberger can provide further information on the fees upon request

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.

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)

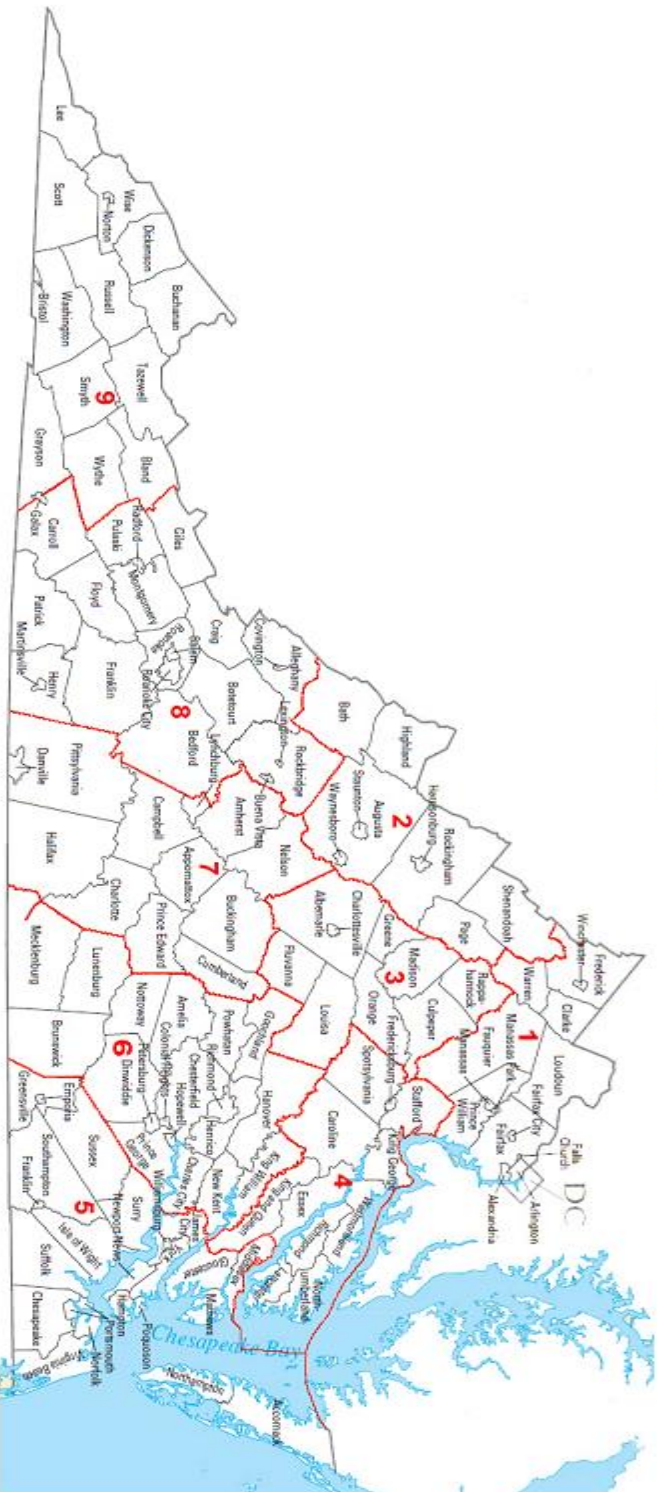
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



RIDDLEBERGER
BROTHERS, INC.

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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

Attachment E

JMU Design & Construction Guidelines Compliance Form

JMU DESIGN & CONSTRUCTION GUIDELINES COMPLIANCE FORM

RDP/CONTRACTOR COMPLIANCE FORM

JMU Project Name: _____

Project Code #: _____

Consultant/Contractor Firm Name: _____

I, _____ (print name), as the registered design professional(RDP)/contractor of the aforementioned project and the authorized agent for the aforementioned firm, do hereby certify that I have read the *JMU Design and Construction Guidelines* in its entirety and have complied with all requirements therein. This includes all general and specific design principles, as well as any included material and equipment specifications and the listed construction drawing requirements. I also certify that any requirements that are unable to be met, for whatever the reason, have been listed in the *JMU Design Standards Variance Form* and submitted to the designated JMU PM. I also understand that any requests for variance from these guidelines must be first approved by either the JMU Director of Facilities Engineering and Construction or the JMU Director Facilities Planning and Construction before being implemented in the project.

RDP/Contractor Signature: _____

(Please return this completed form to your JMU PM with the submission of the preliminary drawings.)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

10-31-2021

NUMBER

2701004943

BOARD FOR CONTRACTORS

CLASS A CONTRACTOR

CLASSIFICATIONS CBC ELE GFC HVA PLB RBC



RIDDLEBERGER BROTHERS, INC.

PO BOX 27

MT CRAWFORD, VA 22841



Mary Brod-Vaughan
Mary Brod-Vaughan, Acting Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC ELE GFC HVA PLB RBC
NUMBER: 2701004943 EXPIRES: 10-31-2021

RIDDLEBERGER BROTHERS, INC.
PO BOX 27
MT CRAWFORD, VA 22841



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

DPOR-PC (02/2017)



RIDDLEBERGER
BROTHERS, INC.

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RIDDLEBERGER

BROTHERS, INC

"OUR EXPERIENCE AT YOUR SERVICE"

Mechanical Contractors since 1940



“ Riddleberger Brothers, Inc. has been a mechanical contractor on our campus for many years. They provide good quality service, low cost and deliver projects on schedule. We appreciate their team approach to working with the University to ensure quality craftsmanship on university facilities. ”

Charles W. King, Jr., Senior Vice President
Administration & Finance
James Madison University

OUR HISTORY

With well over seven decades of service to our customers, Riddleberger Brothers, Inc. is an established leader in heating, ventilation, air conditioning, plumbing and piping. Having merged with Trumbo Electric, Inc. in 2018, we're able to offer complete MEP contracting and service solutions to our clients with a combined 150 years of experience.

Our extensive range of services combined with our experience ensures that we meet our customers' every need. Our client list is as long and as impressive as our history, and our reputation is as solid as the systems we build and service.

OUR ENGINEERED SERVICES

Riddleberger Brothers, Inc. uses a Design-Build approach to provide you with the exact set of Engineered Services you need from a single source. Our Professional Engineers, LEED Accredited Professionals, Certified Energy Managers, and Project Managers help you to define your project's objectives as well as the specific systems you'll need to achieve those objectives. RBI's Design-Build approach is the single source, turnkey answer to finishing your project on time and on budget.

OUR SERVICE PROGRAMS

At Riddleberger Brothers, Inc., our Systems & Controls experts are just as committed to servicing and maintaining systems as we are to building them. Many of the most established companies and institutions in the region have service agreements with us.

OUR RESOURCES

Riddleberger Brothers, Inc. provides extensive resources that enable us to respond to our customers' needs quickly. Our resources include:

- **Extensive Workforce** more than 530+ employees and 220 fully equipped vehicles.
- **Experienced Estimating Staff** experts with a proven track record of calculating highly accurate estimates.
- **Cutting-Edge Technology** from Computer-Aided Design systems to computerized climate control systems that reduce energy costs.
- **In-House Production** our 100,000 sq. ft. complex houses a sheet metal shop, coil line and computer-controlled production machinery, a plumbing shop, and a piping fabrication shop.
- **Heavy Equipment** a complete line of rock-solid machinery including backhoes and trucks.

OUR EXPERIENCE AT YOUR SERVICE

Many of the largest and most notable corporations, businesses, and institutions in the region rely on Riddleberger Brothers, Inc. Note some quotes we've included of some of the many successful projects we've completed for our clients. We're sure we can help you as much as we've helped them.

KEY FACTS

- Corporate offices in Mt. Crawford, VA
- Full service plumbing, mechanical, HVAC service, controls and design-build company
- Over 2,000 successfully completed major projects
- Member of Associated General Contractors (AGC), American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE), American Subcontractors Association (ASA), American Society of Plumbing Engineers (ASPE), Plumbing-Heating-Cooling Contractors National Association (PHCC), Association for Facilities Engineering (AFE), Refrigeration Service Engineering Society (RSES), National Air Duct Cleaners Association (NADCA), Indoor Air Quality Association (IAQA)
- "R" Stamp Certified by National Board Inspection Code (NBIC)



RIDDLEBERGER

BROTHERS, INC

Bidder's Prequalification Statement

1. TYPE OF BUSINESS

Engineering, Contracting and Service

2. NAME OF COMPANY

Riddleberger Brothers, Inc.

6127 South Valley Pike
Mt. Crawford, VA 22841

540.434.1731

540.432.1691

rbiva.com

Trumbo Electric, Inc. (Operating division of RBI)

258 North Timber Way
Broadway, VA 22815

540.896.7095

540.896.9546

trumboelectric.com

3. PARENT COMPANY



Comfort Systems USA
777 Post Oak Blvd., Suite 500
Houston, TX 77056
(713) 830-9600

Riddleberger Brothers is a wholly owned subsidiary of Comfort Systems USA

4. PERSON OF CONTACT

Daniel J. Blosser, President
540.574.5908

5. TYPE OF ENTITY

"C" Corporation

State Incorporated

Virginia

6. NAMES OF OFFICERS, OWNERS, PARTNERS

Daniel J. Blosser, President
Kelly R.S. Blosser, Chief Financial Officer
Wayne Gibson, Vice President of Service
Brent Trumbo, President/CEO - Trumbo Electrical division
John A. Knepper, VP - Trumbo Electrical division

7. TYPE OF WORK PERFORMED

Mechanical, Plumbing, Sheet Metal, Service, Engineering, Electrical, Power Distribution

8. COMPANY STATUS

Open Shop

9. STATES IN WHICH YOU ARE LICENSED TO WORK

Virginia

RBI General and Mechanical VA License #2701-004943A
TEI Electrical Contractor's License #2701-008485A

West Virginia

RBI Mechanical WV License #WV000753
TEI Electrical License #WV000497



“ Our long standing relationship with RBI has been of significant benefit to VMRC. We consider RBI not just another vendor, but a partner. They are committed to quality workmanship, competitive pricing and are responsive to service needs. In addition, they have enabled us to improve energy efficiency and, like us, are dedicated to the overall well-being of our community. ”

Judith Trumbo, President / CEO
VMRC, Inc.

10. LISTED IN DUN & BRADSTREET

Yes

Current Rating

5A2 (Comfort Systems USA)

11. BUSINESS CLASSIFICATION

Large Business

12. LENGTH OF TIME IN BUSINESS

Founded 1940, Incorporated 1958

13. CURRENT NUMBER OF FULL-TIME EMPLOYEES

530+

14. TOTAL VOLUME OF WORK PERFORMED FOR THE PREVIOUS FIVE (5) YEARS

2015 | \$57,657,790.00

2016 | \$65,047,478.00

2017 | \$66,178,892.00

2018 | \$78,159,567.00

2019 | \$105,237,050.00

15. BANK REFERENCES

Bank of Texas

Alice Worthington

713.289.5838

16. BONDING CAPACITY

\$50,000,000.00 *Single Project*

\$500,000,000.00 *Aggregate*

Bonding Company

Zurich

Bonding Agent

Adrienne Scalera

RFF & Associates, Inc.

195 Farmington Ave., Suite 300

Farmington, CT 06032

732.587.1953 *Direct Line*

732.388.3627 *Fax*

Is the Bonding Company listed on the United States Department of Treasury list of acceptable surety corporations?

Yes

Is the Bonding Company licensed to transact fidelity and surety business in the Commonwealth of Virginia?

Yes



17. HAVE ANY PERFORMANCE OR PAYMENT BOND CLAIMS EVER BEEN PAID BY ANY SURETY ON BEHALF OF YOUR ORGANIZATION?

No

18. MAXIMUM COST RANGE FOR WORK PERFORMED ON A SINGLE PROJECT

\$30,000,000.00

19. MINIMUM COST RANGE FOR WORK PERFORMED ON A SINGLE PROJECT

\$1,000.00

20. PRESENT AND/OR PAST WORK COMPLETED

Provided upon request

21. PRESENT AND/OR RECENTLY COMPLETED WORK

Provided upon request

22. IN THE LAST TEN YEARS, HAS YOUR ORGANIZATION, OR ANY OFFICER, DIRECTOR, PARTNER OR OWNER, HAD JUDGEMENTS ENTERED AGAINST THEM FOR THE BREACH OF CONTRACTS FOR CONSTITUTION?

No



RBI regularly exceeds our expectations. Very simply, they are the highest quality, best cost provider we work with in the HVAC field.



Mark Baker, Director of Facilities and Construction Services
Valley Health

23. IN THE LAST TEN YEARS, HAS YOUR ORGANIZATION OR ANY OFFICER, DIRECTOR, PARTNER, OWNER, PROJECT MANAGER, OR CHIEF FINANCIAL OFFICER OF YOUR ORGANIZATION

a. ever been fired or adjudicated of having failed to abate a citation for building code violations by a court or local building code appeals board?

No

b. ever been found guilty on charges relating to conflicts of interest?

No

c. ever been convicted on criminal charges relating to contracting, construction, bidding, bid rigging, or bribery?

No

d. ever been convicted: (i) under Va. Code Section 2.2-4367 et seq. (Ethics in Public Contracting); (ii) under Va. Code Section 18.2-498.1 et seq. (Va. Governmental Frauds Act); (iii) under Va. Code Section 59.1-68.6 et seq. (Conspiracy to Rig Bids); (iv) of a criminal violation of Va. Code Section 40.1-49.4 (enforcement of occupational safety and health standards); of (v) of violating any substantially similar federal law or law of another state?

No

24. IS YOUR ORGANIZATION OR ANY OFFICER, DIRECTOR, PARTNER, OR OWNER CURRENTLY DEBARRED FROM DOING FEDERAL, STATE, OR LOCAL GOVERNMENT WORK FOR ANY REASON?

No

25. HAS YOUR ORGANIZATION:

a. ever been terminated on a contract for a cause?

No

b. within the last five years, made payment of actual and/or liquidated damages for failure to complete a project by the contracted date?

No

26. HAS YOUR ORGANIZATION, IN THE LAST THREE YEARS, RECEIVED A FINAL ORDER FOR WILLFUL AND/OR REPEATED VIOLATION(S) FOR FAILURE TO ABATE ISSUED BY THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION OR BY THE VIRGINIA DEPARTMENT OF LABOR AND INDUSTRY OR ANY OTHER GOVERNMENT AGENCY?

No

27. FINANCIAL STATEMENT ATTACHED?

Provided upon request

28. BRANCH OFFICES

Winchester, VA

Lynchburg, VA

Charlottesville, VA

Electrical Division - Broadway, VA - Trumbo Electric

“

I enjoy working for Riddleberger Brothers because it's a place I can enjoy coming to every day. I've worked in the field and the shop, and both areas of the company made me feel like a family member, not just an employee.

This is one of the best places I've ever worked, no questions asked.

”

Zack Carter, Sheet Metal Shop Mechanic

Riddleberger Brothers, Inc

OUR PEOPLE

Our people are the foundation of Riddleberger Brothers, Inc. We have built our company and reputation on that experience, expertise, and customer service that we provide everyday. Our people are the key to our success.





Riddleberger Brothers, Inc. Resume

A Virginia corporation since 1958 with offices located in Mt. Crawford, Virginia. Class "A" Virginia Contractor's Registration No. 2701-004943A.

TYPE OF BUSINESS CONDUCTED

Construction Group

- Project Managers – degreed mechanical engineers
- Sales Engineers
- Estimation department
- BIM and Coordinated drawing departments
- Licensed Professional Engineers on staff
- LEED Accredited Professionals on staff
- Certified Energy Managers

Service Group

- Mechanical service and preventive maintenance including special projects
- Duct cleaning and indoor air quality
- Building automation systems

Contracting

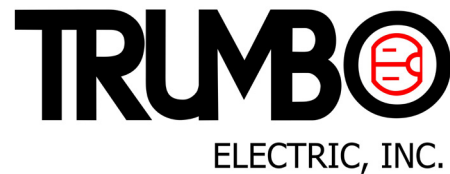
- Lump Sum
- Cost Plus
- Time and Material

Design Build

- Turnkey Engineering & Design Services
- Energy Services & Audits

Electrical

- Preconstruction Services – Master Planning, Engineering, and Design
- Power Distribution Systems – 100% Redundant Power Distribution Systems for Critical Applications
- Building Systems – Indoor/Outdoor Lighting Systems, General-Purpose Power Distribution
- Diagnostic Testing/Preventative Maintenance
- Licensed professional Electrical Engineers
- 95% of electrical work self-performed



MAJOR PIECES OF EQUIPMENT

- Construction trucks
- Skid steer loaders
- Air compressors
- Rental boilers
- Backhoes
- Portable welders-electric
- Welders-motor driven
- Dump, bucket, and auger trucks
- Manlifts
- Forklifts

TYPES OF WORK PERFORMED

85% of RBI's work is self-performed

- Plumbing
- Heating
- Air Conditioning
- Sheet Metal Work (fabrication and installation)
- Process Piping
- Refrigeration
- Underground Utility (gas, water, storm drainage, sanitary sewer)
- Boiler Retubing and Repairs (National Board "R" Stamp)
- Air and Water Balance
- Electrical

MARKET FOCUS

- Education (University and K-12)
- Commercial
- Industrial
- Healthcare
- Institutional
- Recreational
- Government



24-HOUR RESPONSE

Our people are there for you around the clock with 24-Hour Emergency Assistance. From back-up boilers to emergency rental units, we have the capability to get you back on-line.



RIDDLEBERGER BROTHERS, INC

Riddleberger Brothers, Inc. **Safety Success**

Riddleberger Brothers, Inc. (RBI) has been continuously raising the bar on safe work practices by elevating awareness of each employee within the organization. RBI has many recent achievements:

- Over 6,500,000 hours without a lost time injury.
- Virginia Safety and Health Achievement Recognition Program (SHARP).
- National Association of General Contractors (AGC) Safety Award.
- 100% of our field and shop employees, project managers, estimators, and management personnel are OSHA 10 certified.

As of February 2013, RBI surpassed 6,000,000 hours without a lost time injury; an employee safety accomplishment spanning over ten years. This success was achieved by a strong commitment and dedication from management, supervisors, and all RBI employees. Day-to-day management provides the necessary equipment and training for a safe work environment. Supervisors, in turn, lead by ensuring compliance with company policies and all federal, state, and local laws. Each employee is accountable for their own actions; safely producing high quality products and services to support the customer's needs.

When RBI achieved 1,000,000, 2,000,000, 3,000,000, 4,000,000, 5,000,000, and 6,000,000 hours worked without a lost time injury, employees were given safety awards as a token of appreciation for their support in achieving this milestone. Employees working safely are recognized through the Safety Champions and Caught Working Safely programs.

RBI participated with Virginia Occupational Safety and Health (VOSH) to become the only SHARP certified mechanical contractor in Virginia. This accomplishment was completed on February 15, 2007, following a process of many voluntary VOSH inspections in efforts to help improve safe work practices and elevate safety performance. RBI was SHARP recertified by VOSH in March 2019.

RBI also received a National AGC Safety Award (NASA) for the past six years. Participants were placed into divisions of their associated craft and specialty and then placed into categories of hours worked. RBI was recognized for having worked over 325,000 hours and still producing a low summary of work-related injuries and illnesses related to the construction industry. Our experience modification rate (EMR) for the past three years is:

2017 | .61

2018 | .57

2019 | .59

RBI is a people and results oriented mechanical contracting firm. A key to RBI's long standing success is the belief in caring enough about your employees and colleagues to see them go home the way they came to work. These beliefs are energetically practiced with total commitment. Starting in orientation, employees undergo OSHA 10 Training before they set foot in the field of their work. The result is a stronger, safer company.

For more complete safety information and records, please contact our safety department.



**6,000,000 SAFE
MAN HOURS**

In 2013, RBI surpassed 6 million hours worked without a lost time accident. With that kind of track record, imagine how carefully we'll execute your project.



Request for Proposal

RFP# MPM-1087

**On Demand Trade Services:
Mechanical & Plumbing**

July 8, 2020



REQUEST FOR PROPOSAL

RFP# MPM-1087

Issue Date: 7/8/2020

Title: On Demand Trade Services: Mechanical & Plumbing

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 AUGUST 6, 2020 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No preproposal conference is scheduled.

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-1087

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Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Subcontractor Non-Capital Reporting Form (separate attachment)

Attachment F: ODTs: Mechanical & Plumbing Rates and Product Pricing (separate attachment)

Attachment G: ODTs: Mechanical & Plumbing Standard Proposal Form (separate attachment)

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

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 on demand general mechanical and plumbing 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>.

This Request for Proposal will generate contracts to replace the current General Mechanical Services contracts that the University has utilized for the past five years. In that time, the University has generated approximately 8.5 million dollars of spend with the current contractors and these contracts have been used beyond James Madison University by VASCUPP institutions and other agencies in the Commonwealth of Virginia.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

A. GENERAL NEEDS & EXPECTATIONS

1. The Offeror should have the ability to perform multiple tasks within one project or multiple projects simultaneously within a short turnaround period.
2. The Contractor shall provide all supervision, materials, labor, tools, equipment, documentation, and all incidentals require and/or implied for the complete and satisfactory performance of mechanical and/or plumbing services on and as-needed basis by James Madison University.
3. Work shall include, but not be limited to: on-demand general mechanical and plumbing trade services and the associated work necessary to complete any project assigned by the University.
4. The Contractor shall be responsible for all necessary surface preparation. This shall include the protection of all surface areas, equipment, fixtures, hardware, and similar items that may be in contact with the project area.
5. The Contractor shall be responsible for cleaning up all work areas and for the removal of their tools and equipment.
6. The Contractor shall be responsible for providing professional level technicians required to accomplish the work and for properly supervising them at the work site.
7. The Contractor shall assure that all work is accomplished in compliance with all applicable University, State, Federal, and local laws, ordinances, rules, regulations, and codes

including OSHA requirements and the dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order.

8. The Contractor shall be responsible for all damages to persons or property that occur as a result of their fault or negligence.
9. The Contractor shall be properly licensed for all work to be performed and shall furnish copies of relevant licenses as part of their proposal. Class A Contractor's License is preferred.
10. The Contractor shall warrant the work, and supply written verification of warranty to the project manager. Warranty requirements will be provided by the University on a per-job basis.
11. The Contractor's job foreman and project manager or project lead, if the same person is serving in both capacities, shall be present on the job site during all work.
12. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection, or life safety systems or any other building features that will overload or render useless any portion of the facility.
13. The University reserves the right to specify precisely the types of materials to be utilized.

B. DESCRIBE STATEMENTS: Address All the following items within your proposal.

1. Describe your firm's ability to schedule and complete multiple projects at one time.
2. Describe how your firm ensures compliance with all Local, State, and Federal laws and regulations, including all required liability insurance.
3. Describe any and all certifications and licenses held by the person(s) performing services for the University. Please include copies of the certifications and licenses with your proposal.
4. Describe all goods and services that your firm is able to provide. Each contractor does not need to be able to provide all the services covered under this contract. If your firm provides only a subset of the services – please be clear about what your firm is offering to ensure that you are evaluated properly.
5. Describe the experience your firm has with provision of similar services to comparable institutions. These may be term contracts or spot purchases.
6. Describe your firm's safety protocol and/or safety training program.
7. Describe your approach to provide excellent customer service throughout the term of the contract: to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how you will provide excellent customer service on fast turnaround projects, to include mobilization of a "crew" if your firm is not located in close proximity to the University.
8. Describe which individuals within your firm will have knowledge of a contract with the University and provide a single, designated point of contact with your firm.
9. Describe your guaranteed response time for regular and emergency services.

C. MECHANICAL & PLUMBING SERVICES

1. Steam Turbine Repair Services: to include disassembly, inspection, and repair with authorized manufacturer's representative on-site during all inspection and repair procedures.
2. Boiler Replacement Services: to include complete replacement, start-up, tuning, and commissioning as required.
3. Boiler Tuning Services: to include authorized service technician for affected equipment.

4. “R” Stamp Welding Services: to include recommendation, inspection, and proper submittal of documentation Form R-1 to the appropriate authority.
5. “U” Stamp Welding Services: to include complete design, fabrication, and inspection per ASME.
6. Direct Buried Piping Repair and Replacement Services: to include permitting, excavation, installation, testing, cleaning, flushing, water proofing, and back filling as per manufacturer’s recommendations and the James Madison University Design and Construction Guidelines.
7. Design, Fabrication, and Installation of Safety Railing Systems in accordance with OSHA and the James Madison University Design and Construction Guidelines.
8. Factory-Authorized Start-Up Engineers.
9. Utility Tunnel, Manhole Sealing, and Below Grade Basement Level of Buildings Grout Injection: to include best methods available to ensure water tight integrity for affected area.
10. Pump Installation, Replacement, Repair, Alignment, and Troubleshooting.
11. Insulation Projects
12. Electrical Service and Repair applicable to appropriate mechanical & plumbing applications.
13. Miscellaneous Piping Repair and Replacement Services
14. Plumbing Services: to include installation, repair, or replacement of water main, sewage, hot water heaters, showers, faucets, sinks, back flow preventers, booster pumps, water softeners, and flow meters.
15. Duct-Tile Iron Waterline Piping Repair and Replacement Services: to include permitting, excavation, installation, testing, cleaning, flushing, water proofing, and back filling as per manufacturer’s recommendations and the James Madison University Design and Construction Guidelines.
16. Sanitary Sewer and Storm Water Piping Repair and Replacement Services – to include permitting, excavation, installation, testing, cleaning, flushing, water proofing, and back filling as per manufacturer’s recommendations and the James Madison University Construction Guidelines.
17. Cured-In-Place Pipe Services: to include process for furnishing all labor, materials, tools, equipment and incidents necessary to provide complete rehabilitation of gravity sanitary/storm sewers by installation of a thermo setting, polyester or epoxy vinyl ester resin, vacuum impregnated flexible polyester fill tube having an impermeable inner surface. Provide pre/post camera inspections of pipe to be repaired and reinstatement of all branch connections as per manufacturer’s recommendations and the James Madison University Construction Guidelines.
18. Any other Mechanical or Plumbing Services as required.

D. HVAC SERVICES

1. Service, Repair, and Installation of residential and commercial HVAC systems of up to 25 tons.
2. Service, Repair, and Installation of residential and commercial HVAC systems over 25 tons.
3. To include:
 - a. Sales of new HVAC equipment and systems;
 - b. Installation of HVAC equipment with the associated duct systems, refrigerant, piping, water piping, pipe insulation, electrical wiring, and control wiring;
 - c. Provide factory authorized technicians to perform start up, service, and repair of such systems;
 - d. Service Technicians must be EPA Certified for proper refrigerant use;
 - e. Provide balancing of air distribution, hydronic heating, cooling, and condenser water systems.

E. PROCEDURES

1. Within two (2) calendar days of receipt of a request, the Contractor shall arrange to visit the work site with the project manager and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished. Drawings and/or sketches and specifications will be provided to the Contractor indicating the areas where work is to be performed and any additional requirements for the completion of that project.
2. Within three (3) calendar days after visiting the work site, the Contractor shall provide to the Project Manager a written quotation of the cost to complete the project. The quotation shall be based upon the total cost per project. All quotations shall also indicate the actual date for start and completion of the work after receipt of the purchase order. These start and completion dates should be agreed upon between the Project Manager and the Contractor and shall be reflected in the Purchase Order.
3. James Madison University reserves the right to furnish any or all of the materials to the Contractor for the project and to adjust the cost accordingly.
4. The University reserves the right to make or obtain other cost estimates prior to authorizing work and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. JMU reserves the right at any time to request a quotation from one or more Contractors with which there is a suitable contract vehicle.
5. Upon approval of the Contractor's quotation received by the University, a Purchase Order will be issued as authority to proceed with the work. The Purchase Order shall incorporate the contractor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates. No work is to be undertaken by the Contractor until a written Purchase Order has been received. All work shall be completed within the timeframe set forth in the purchase order.
6. Contractor shall perform no work which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.
7. The Contractor shall not require the University to sign any separate service/repair agreements for work performed under the contract.

F. DRAWINGS/SPECIFICATIONS

1. Drawings and specifications are developed for specific projects. The Contractor will be provided one (1) set of drawings and specifications at no charge (as needed).
2. The Contractor shall provide any needed drawings/specifications to any subcontractors.

G. QUALITY OF WORKMANSHIP

1. All work shall be top commercial quality work performed according to the standards of the industry and to the complete satisfaction of the University.
2. All work shall be performed in accordance with the plans, drawings, specifications, and specific instructions provided by the Agency Project Manager for each project.
3. Dimensions provided to the Contractor shall be field verified prior to commencing any work. Discrepancies will be resolved by the University before continuing with the work.

H. PERSONNEL QUALIFICATIONS

1. Personnel used for the performance of work under this contract shall be properly trained and qualified for work of this type. Personnel shall have the minimum ability and experience for their classification as defined below.
2. The University reserves the right to refuse to accept services from any personnel deemed unqualified, disorderly, or otherwise unable to perform assigned work under this contract with classifications denoted – as well as written evidence of the personnel’s qualifications for those classifications.

I. USE OF RECYCLED MATERIALS

1. Notwithstanding the prohibition against used, damaged, or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent possible without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or the product specifications contained herein.
2. If any recycled materials are available, contractor shall note that information in their project estimates/quotations.

J. INSTALLATION

1. Individuals performing installation shall be trained and competent per the manufacturer recommended methods.
2. Work shall be inspected by the Agency Project Manager and approved if acceptable. Substandard work shall not be accepted. The Contractor shall be required to correct substandard work and materials to the satisfaction of the Agency Project Manager.

K. ASBESTOS

1. At the completion of the project, the Contractor shall certify to the Agency Project Manager, in writing, that all materials and equipment installed under this contract are asbestos-free.

L. GENERAL REQUIREMENTS

1. General or Primary Contractor shall employ subcontractors actively engaged in the appropriate trade. The subcontractors shall have sufficient experience in commercial construction practices to complete the project satisfactorily.
2. General or Primary Contractor shall submit a list of subcontractors to the Agency Project Manager. List shall be submitted along with the Contractor’s quotation. Project Manager reserves the right to reject subcontractors.
3. All accidents or emergencies shall be reported immediately to Campus Police (540) 568-6911 and to the Project Manager.
4. All materials, supplies, and equipment used in this project shall be new and free from defects and shall be installed in accordance with the manufacturer’s recommendations.

M. TEMPORARY FACILITIES

1. **Electricity:** JMU will provide contractor with electricity for use during construction. Contractor shall be responsible for connecting to the temporary service point designated

by JMU, and for furnishing, installing and removing all temporary electrical wiring and other components needed to extend the temporary service to the various parts of the work during construction.

2. **Water:** JMU will furnish such reasonable amounts of water as may be necessary for the execution of the project. At a point designated by Project Manager, the contractor shall make approved connection to the existing water system and shall furnish and install all necessary temporary piping, valves, fittings, etc., for this service. Contractor shall remove the temporary facilities as soon as permanent facilities have been installed and are usable.
3. **Toilet Facilities:** Toilet facilities may be available for the contractor's use in the various areas of the buildings where construction is being performed. Toilet facilities shall be kept clean and in sanitary condition. When public toilets are unavailable, contractor shall provide and maintain portable toilets.

N. SITE CLEAN UP

1. Contractor is responsible for removal and disposal of all debris from jobsite to off campus, unless approved by project manager.
2. All demolition materials (including hazardous waste, if any) shall be disposed of by the Contractor in accordance with all applicable Federal, State, and local requirements daily.
3. At the end of the project, the entire construction site shall be cleaned to JMU's standards and be ready for occupancy by JMU prior to final payment.

O. COMPLETION PROCEDURE

1. When the work on the entire project has been completed and is ready for final review, a visit will be made by Project Manager. At this time, the requirements of the contract shall be demonstrated to indicate that it has been carried out, the installation has been adjusted and operated in accordance therewith.
2. Contractor shall provide Project Manager with a written guaranty or warranty for the entire work of this project against defective materials, workmanship and performance for a period of one year from the date of acceptance of the installation. Contractor hereby agrees to furnish, without cost to the Commonwealth of Virginia, all transportation both ways for replacement of all parts and materials which are found to be defective during the guarantee period. The standard warranty of the manufacturer will be acceptable, provided it meets or exceeds these requirements.
3. In the event that contracted work is in multiple buildings, separate completion documents must be supplied for each building

P. INVOICING REQUIREMENTS

1. The contractor shall break down all **quotes and invoices** based on pricing provided in the PRICING SCHEDULE (see Section X. Pricing Schedule).
2. The written quotation shall be provided on the JMU Proposal Worksheet (separate attachment). The proposal shall include all necessary backup documentation from subcontractors employed to assist in any project.
3. Transportation, travel time, and other expenses will not be paid for separately but must be included in the hourly labor rates.

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 two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option

of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis

prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include,

but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance 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
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]	\$2,400,000 per occurrence; \$4,250,000 aggregate
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, 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written

notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the

contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business

entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- S. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- T. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.
- Contractor Name _____
 Subcontractor Name _____
 License # _____ Type _____
- U. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- V. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- W. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- X. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the

job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

- Y. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Z. WORK ESTIMATES: Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- AA. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; however, vendor enrollment for E-Payments has temporarily been suspended as we transition to a new bank. Once we are operational with our new bank, we will ask that our vendors and suppliers enroll in our bank's single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf> .

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Subcontractor Non-Capital Reporting Form (separate attachment)

Attachment F: ODTS: Mechanical & Plumbing Rates and Product Pricing (separate attachment)

Attachment G: ODTS: Mechanical & Electrical Standard Proposal Form (separate attachment)

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

JMU Project Name:	
JMU Project Number:	
Name of Prime Contractor:	
Current Contract Value (original + change orders):	
Original Contract Value:	
SWAM Reporter Contact:	
SWAM Reporter Contact E-mail:	
SWAM Reporter Contact Phone:	
Prime Contractor Fed. Tax ID No.:	
Prime Contractor SWAM #: (if applicable)	
Schedule of Values #'s for current reporting period:	

*Subcontractor Reporting Form must be completed and submitted with pay request documentation, as well as **e-mailed to SWaMReporting@jmu.edu** - payment may be withheld by terms of the contract if complete and accurate information is not submitted.

[illegible]

Name of Subcontractor	First / Second Tier	Subcontractor's Fed. Tax ID #	Certification Expiration Date	Micro, MBE, WBE, SBE or DBE - "NA" if none	Sub's Contract Total Dollar Amount	Previous Reported Spend (if applicable)	Current Project Payments	Overall Spend Per Contractor
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Reporting Instructions

- 1) Complete all information accurately.
- 2) Contact Jenny Mantz (540-568-7999) to discuss questions or concerns with reporting on this form
- 3) Include the Schedule of Values No.(s) that relate to the payments received and being reported on the current reporting (please note the Schedule of Values number(s) on this report **may not be** the same as the one you are submitting the form with)
- 4) ALL sub-contractors should be reported, even if they are not currently SWAM certified (our staff will attempt to contact them to see if they are capable of certifying)
- 5) The Schedule of Values should be completed entirely with a vendor name included regardless of whether you believe the firm is SWAM or not - this helps for matching between this report and the Schedule of Values - it also helps us to continue to follow up on certifications with vendors that may not be currently certified.
- 6) Suppliers should be reported as they are considered the same as sub-contractors.

Rates by Role for RFP# MPM-1087
On Demand Trade Services: Mechanical & Plumbing

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ /hour	\$ /hour
Mechanical Supervisor	\$ /hour	\$ /hour
HVAC Supervisor	\$ /hour	\$ /hour
Laborer	\$ /hour	\$ /hour
Laborer, Mechanical	\$ /hour	\$ /hour
Laborer, HVAC	\$ /hour	\$ /hour
Mechanic	\$ /hour	\$ /hour
Boiler Mechanic	\$ /hour	\$ /hour
Sheet Metal Mechanic	\$ /hour	\$ /hour
Grout Injection Mechanic	\$ /hour	\$ /hour
Startup Mechanic	\$ /hour	\$ /hour
Test & Balance Mechanic	\$ /hour	\$ /hour
Junior Mechanic (Helper)	\$ /hour	\$ /hour
Technician	\$ /hour	\$ /hour
Burner Technician	\$ /hour	\$ /hour
HVAC Technician	\$ /hour	\$ /hour
Service Technician	\$ /hour	\$ /hour
Controls Technician	\$ /hour	\$ /hour
Welding	\$ /hour	\$ /hour
Certified Welder, R-stamp work	\$ /hour	\$ /hour
AI Inspector (R-stamp work)	\$ /hour	\$ /hour
Pipefitter	\$ /hour	\$ /hour
Millwright	\$ /hour	\$ /hour
Equipment Operator	\$ /hour	\$ /hour
Ironworker	\$ /hour	\$ /hour
Plumber, Master	\$ /hour	\$ /hour
Plumber, Journeyman		
Carpenter	\$ /hour	\$ /hour
Electrician	\$ /hour	\$ /hour
QA/QC (Code Work)	\$ /hour	\$ /hour
Project Manager	\$ /hour	\$ /hour
Design Engineer	\$ /hour	\$ /hour
CAD Designer	\$ /hour	\$ /hour

- If other role designations are needed, please provide labor rates and an explanation of how this additional designation is needed to meet the needs expressed in the scope of the Request for Proposals.
- Please also address the % Off of List price for Parts & Supplies offered to the University by Manufacturer. The University does not seek a complete catalogue of available products. Indicate which manufacturer's products you will offer to the University and the % Discount Off List you will offer the University. You may designate specific items as needed or if pertinent to the scope of the RFP. Add as many rows as needed but please follow the format laid out below.

PARTS & SUPPLIES				
Item	Manufacturer	List Price	% Discount Off	University Price
		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$

- Please also address any other discounts or fees which may be anticipated.

OTHER PRICING				
Early Payment Discount				%
Subcontractor Fees				%
				\$
				\$
				\$

On-Demand Trades Proposal Form

Project _____

Contractor _____

Contractor's _____

Project Manager _____

Project Notes _____



Labor (by role designation)	Rate/Hour	Hours Worked	Labor Cost Totals
Combined Totals			

Equipment, Materials, & Additional Services	Base/List Price	% Off List	Subcontractor Markup	Totals
Combined Totals				

% off-list and Subcontractor shall be applied as applicable, subject to contract terms

Total Project Cost \$ _____

Use Additional copies of this sheet if more room is needed to provide full cost breakdown.

Descriptive Statements (*Price to include, Price not to include, submittals, allowances, etc.*)