



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5939

This contract entered into this 12<sup>th</sup> day of January, 2021, by Partners Excavating Company 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:

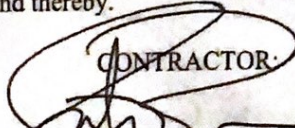
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

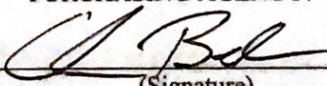
PERIOD OF PERFORMANCE: From 1/12/2021 through 1/11/2022 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal CMB-1097 dated November 11, 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 11/23/2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated 1/04/2021.

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

By:   
(Signature)  
SETH BOUKEY  
(Printed Name)  
Title: PRESIDENT

PURCHASING AGENCY:  
By:   
(Signature)  
CHRIS BEAHM  
(Printed Name)  
Title: SENIOR BUYER



## Negotiation Summary

1. Contact information for Partners Excavating:

Greg Ours

Phone – (540) 578-1903

Email – [greg@partners-excavating.com](mailto:greg@partners-excavating.com)

Seth Berkey

Phone – (540) 437-3141

Email- [Seth@partners-excavating.com](mailto:Seth@partners-excavating.com)

2. See Pricing Schedule below.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*									
Supervisor Labor Rate \$/hour		\$55.00	\$70.00					\$80.00	
Laborer Labor Rate \$/hour		\$45.00	\$58.00					\$68.00	
Inspector Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour		\$110.00	\$130.00					\$150.00	
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Supervisor Labor Rate \$/hour		\$82.50	\$105.00					\$120.00	
Laborer Labor Rate \$/hour		\$67.50	\$87.00					\$102.00	
Inspector Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour		\$165.00	\$195.00					\$225.00	

3. The pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.
4. Partners Excavating has assured the University that they are capable of fulfilling the needs of the University. Partners shall provide the University with a minimum 30 day notice in the event that they will not be able to meet those needs.
5. Partners Excavating shall agree to the annual increase amount to be based on the CPI-W scale per renewal.
6. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing.



7. There will be no fee for payment with Credit Card. Credit Card payment is the preferred method of payment for JMU. Any processing fee identified in your proposal will be waived.
8. The University will issue a purchase order for each project based upon a quote provided by the Contractor. The purchase order shall be the Contractor's authorization to perform work. No work shall be undertaken by the Contractor until a written purchase order is received





# **Request for Proposal**

## **RFP# CMB-1097**

**Paving, Concrete, and Excavating Services**

Submitted to James Madison University

December 8, 2020

Bids due by 2:00 p.m.

P.O. Box 2098, Harrisonburg, VA 22801, Ph. (540) 433-1475, Fax (540) 433-7034

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**REQUEST FOR PROPOSAL**  
**RFP# CMB-1097**

**Issue Date:** 11/11/20  
**Title:** Paving, Concrete and Excavating Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract:** From Date of Award through One Year (Renewable)

**Sealed** Proposals Will Be Received Until **2:00 PM on Tuesday December 8<sup>th</sup>, 2020** for Furnishing The Services Described Herein.

**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: Chris Beahm, Buyer Senior, Procurement Services, [beahmcm@jmu.edu](mailto:beahmcm@jmu.edu); 540-568-3002; 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:

Partners Excavating Company

PO Box 2098

Harrisonburg, VA 22801

Date: 11/23/2020

Web Address: [www.partners-excavating.com](http://www.partners-excavating.com)

Email: [seth@parnters-excavating.com](mailto:seth@parnters-excavating.com)

By:

  
(Signature in Ink)

Name: Seth Berkey

(Please Print)

Title: President

Phone: 540-433-1475

Fax #: 540-433-7034

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.

## **Statement of Needs**

Partners Excavating shall provide all labor, materials, equipment, supervision, documentation, and disposal necessary for on-demand projects such as: asphalt paving, minor construction, renovation, general maintenance, electrical, demolition, excavation, specialty-type work, emergency repair/replacement, etc. as needs arise on the campus of James Madison University.

### **Asphalt Paving**

Greg Ours is the Asphalt Division Manager. Greg brings 37 years of experience to Partners Excavating; he started working for Partners in 1981. Partners Excavating has paved numerous parking lots for James Madison University, some of which include asphalt saw cutting, asphalt patching and/or surface treatment of parking lots. Partners Excavating has made improvements to the JMU Godwin Transit Bus Loop by digging out the old asphalt stone and dirt and replaced with compacted stone and asphalt to reinforce the loop for the buses. Partners Excavating has also paved parking lots for New River Community College and tennis courts for Longwood University in the past year.

Line striping, signage, and crack filling projects will be sub-contracted out.

### **Traffic Control and Barricades**

Partners Excavating has experience with all types of traffic control and installing traffic barricades. Depending on the project, the Project Manager and/or Superintendent will install the appropriate traffic control measures. Partners Excavating has used portable stop lights, concrete barriers and/or Yodock barriers with fencing on top of the barriers. The public's and workers' safety is always first.

## **Erosion and Sediment Control**

Partners Excavating has experience with all types of erosion and sediment control measures, including: standard silt fence, silt fence with wire, super silt fence, construction entrances, wash racks, tree protection, dust control, temporary sediment traps, sediment basins, diversion dikes, temporary dams, stream diversions, temporary seeding, and soil stabilization matting. We shall fully cooperate with the owner's representatives and DCR to install, maintain, and remedy any E&S measures.

## **Bio-retention filtration**

Partners Excavating is capable of providing services for completing the cleaning, maintenance, and repairs of Stormwater Structures.

Partners Excavating installed the pad for the Stormwater Pods at James Madison University's College of Business.

Partners Excavating has installed a number of bio-retention filters, including James Madison University's Jennings Hall, J-MAC, Phillips Hall, Landbridge, College of Business, and Gibbons Hall.

Partners Excavating has installed the CONTECH underground stormfilter for the James Madison University Athletic Fields on the Port Republic Road project. Partners Excavating has installed numerous Filterterra units across the James Madison University Campus.

Partners Excavating has installed a Baysaver Filter for the James Madison University Soccer Field Re-Turf Project.

Partners Excavating has installed a Stormwater Management Detention Facility and Modular Wetland System for the West Bruce and Water Street Parking Lot Project.



### **Concrete Curb and Gutter**

Trent Fadeley is our Concrete Division Manager. Trent brings 21 years of experience. Trent worked for VDOT for 5 years; for CUI for a total of 11 years, 4 as an estimator/project manager and 7 as project manager/VP of Business Development. He has been the Concrete Division Manager at Partners Excavating for the past 5 years. Partners Excavating has 2 four-man concrete crews, a concrete power-curber, and numerous concrete forms.

Partners Excavating has poured concrete sidewalks, decorative concrete sidewalks, and concrete curb and gutter for James Madison University including at the College of Business, Godwin Transit, Bluestone Drive (Mr. Chips), Grace Street Extension, J-MAC 6, Jennings Hall, Hotel Madison, JMU Godwin Field Parking Lot, and several other locations across JMU's campus.

### **Site Preparation**

Partners Excavating has the necessary equipment and experience to provide services for all aspects of site work, including demolition, erosion and sediment control, excavation, grading, utility installation, storm water management, and stone and paving. Projects have been from \$550 to \$15,000,000. Please refer to the attached equipment list.

Partners Excavating has had 57 jobs across James Madison University's campus in the past four years, some as big as JMU Jennings Hall, Phillips Hall, Gibbons Hall, College of Business, Landbridge, and many more.

## **SPECIFIC PLAN FOR PROVIDING PROPOSED SERVICES**

1. Partners Excavating shall be responsible for adhering to all University Construction Guidelines.
2. Partners Excavating Estimator and/or Project Manager shall visit site and verify existing conditions and dimensions. Partners Excavating shall work directly with relevant personnel at the University. Partners Excavating shall be responsible for any measurements, calculations, and other details for each project.
3. Partners Excavating has poured several concrete sidewalks and concrete curb and gutter for James Madison University this year.
4. Partners Excavating's ability to schedule and complete multiple projects at one time is demonstrated in attached documentation.
5. Invoice Information: A Sample Invoice is included on page 17.
  - a. If the University has a dispute with an invoice, the relevant personnel would contact the Accounts Payable Clerk at Partners Excavating. Partners Excavating's Project Manager and Superintendent would meet with the University to settle any dispute.
6. Partners Excavating Company offers total site preparation—including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$15 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 113 people, 50 of whom have been with the company for more than 10 years. This exceptionally stable work force combined with our 45 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

While the majority of our work has been concentrated in Harrisonburg, Staunton, and the surrounding cities and counties, we have expanded our services to other areas within the Shenandoah Valley as well as beyond. We are currently performing work in Charlottesville and have recently completed work in Culpeper, at Longwood University and at New River Community College. We would ask that you consider us for your site work needs in any of the above mentioned areas.

7. Partners Excavating shall submit a detailed Proposal by due date of a project detailing scope of work to be performed and price to perform said work.
8. Upon Notice to Proceed, Partners Excavating's Project Manager shall communicate with JMU's Project Manager regarding owner's project schedule, permits required, and submittals required.
9. Partners Excavating shall sign and return owner's contract and agreement as required.
10. Partners Excavating's Project Manager shall contact Miss Utility and JMU's utility locator, obtain all permits required, and proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
11. Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre-Construction Conference, if required.
12. Partners Excavating shall provide material submittals to JMU as required for approval.
13. Partners Excavating shall mobilize equipment and labor to job site.
14. Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
15. Partners Excavating shall perform work in a timely and professional manner, including proper restoration of site as required.
16. At completion of work, Partners Excavating shall participate in a walk-thru with JMU's representative and make any necessary adjustments and corrections to work.
17. Partners Excavating shall submit final completion documents and warranties as required and apply for final payment.
18. Partners Excavating shall subcontract out for the installation of lights, underground conduit, vaults, etc. Partners Excavating will seek out SWaM subcontractors when available.
19. Partners Excavating will work closely with the University's Project Manager to insure that each subcontractor is approved by the University. Partners Excavating shall comply with this requirement.

20. Partners Excavating shall provide material submittals to the University as required for approval.
21. Partners Excavating Estimator and/or Project Manager shall visit site and verify existing conditions and dimensions. Partners Excavating shall work directly with relevant personnel at the University. Partners Excavating shall be responsible for any measurements, calculations, and other details for each project.
22. Partners Excavating shall return all disturbed areas to like or better condition before final payment.
23. Partners Excavating shall provide goods and services in accordance with all local, state, and federal laws and regulations inclusive of all required insurance for liabilities.
24. Partners Excavating shall not proceed with any work until a purchase order is issued by the University.
25. Partners Excavating shall supply a written verification of its warranty to the University's Project Manager.
26. Partners Excavating's Superintendent and/or Job Foreman shall be on the job site during all the work.
27. Partners Excavating shall be given authorization from the University prior to completing any work during non-working hours.
28. Class A Contractor's License. A copy of this license is include on page 31.
29. Partners Excavating Company offers total site preparation—including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$15 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 113 people, 50 of whom have been with the company for more than 10 years. This exceptional stable work force combined with our 45 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

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and at New River Community College. We would ask that you consider us for your site work needs in any of the above mentioned areas.

## **PARTNERS EXCAVATING PROJECT MANAGER**

**Greg Ours—Paving Division Manager who can be reached at (540) 578-1903 or email [greg@partners-excavating.com](mailto:greg@partners-excavating.com)**

**Greg has been employed by Partners Excavating for 37 years.**

### **Project Manager:**

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre-Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

## PARTNERS EXCAVATING PROJECT MANAGER

Adam Berkey—Vice President/Project Manager who can be reached at (540) 478-6866 or email [adam@partners-excavating.com](mailto:adam@partners-excavating.com)

Adam has been employed by Partners Excavating for 27 years.

### Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
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- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

## PARTNERS EXCAVATING PROJECT MANAGER

Chris Showalter—Project/Safety Manager who can be reached at (540) 476-5961 or email [Chris@partners-excavating.com](mailto:Chris@partners-excavating.com)

Chris has been employed by Partners Excavating for 21 years.

### Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre-Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.



## PARTNERS EXCAVATING PROJECT MANAGER

Chris Ruddle—Project Manager who can be reached at (540) 476-2362 or email [cruddle@partners-excavating.com](mailto:cruddle@partners-excavating.com)

Chris has been employed by Partners Excavating for 14 years.

### Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre-Construction Conference, if required.
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- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

## PARTNERS EXCAVATING PROJECT MANAGER

Trent Fadeley—Concrete Division Manager who can be reached at (540) 705-4297 or email [trent@partners-excavating.com](mailto:trent@partners-excavating.com)

Trent has been employed by Partners Excavating for 5 years. Trent has 21 years of experience in the concrete field, including 5 years with VDOT.

### Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
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- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

## **Key Personnel**

<b>Project Managers</b>	<b>Phone Number</b>	<b>Years of Service</b>
Greg Ours	(540) 578-1903	Partners Excavating Co. 37 years
Adam Berkey	(540) 478-6866	Partners Excavating Co. 27 years
Chris Showalter	(540) 476-5961	Partners Excavating Co. 21 years
Chris Ruddle	(540) 476-2362	Partners Excavating Co. 14 years
Trent Fadeley	(540) 705-4297	Partners Excavating Co. 5 years
Brad Grove	(540) 607-0255	Partners Excavating Co. 15 years

### **Superintendents**

William Weaver	(540) 810-1695	Partners Excavating Co. 24 years
Gary Harper	(540) 271-2297	Partners Excavating Co. 36 years
Brian Comer	(540) 742-1368	Partners Excavating Co. 9 years
Jerry Kimble	(540) 271-2296	Partners Excavating Co. 14 years
Jeremy Knight	(540) 271-2302	Partners Excavating Co. 22 years
Jason Rhodes	(540) 271-2304	Partners Excavating Co. 26 years
Jeff Schrimsher	(540) 271-1367	Partners Excavating Co. 11 years

### **Foremen**

Jerry Acker	(540) 476-3692	Partners Excavating Co. 35 years
Uriah Balksmith	(540) 435-3796	Partners Excavating Co. 3 years
Josue Cabrera	(540) 214-6342	Partners Excavating Co. 6 years
Ezequiel Cardoso	(540) 908-9654	Partners Excavating Co. 16 years
Juan Cardoso	(540) 476-3693	Partners Excavating Co. 16 years
Larry Fulk	(540) 246-8367	Partners Excavating Co. 32 years
Larry Hostetler	(540) 271-2301	Partners Excavating Co. 28 years
Seth Rhodes	(540) 578-2134	Partners Excavating Co. 19 years

**Paving Crew—6 man crew**

**Concrete Crews—(2) 4 man crews**

## **PARTNERS EXCAVATING FIELD SUPERINTENDENT QUALITY CONTROL ORGANIZATION**

**William Weaver—Field Superintendent who can be reached at (540) 810-1695**

**William has been employed with Partners Excavating for 24 years.**

### **Field Superintendent:**

**-Responsible for the implementing of day-to-day field operations in which Partners Excavating Company will be involved in as a Site Contractor.**

### **Sample of Previous Jobs completed:**

- **Heavy Commercial:** Bowman Andros, Dry River Road Extension, JMU Grace Street Extension, JMU Phillips, JMU Wilson Hall, and Gibbons Hall
- **Subdivision Site Work:** Hillmont, Meadowbrook Phase 1-3
- **High School Site Work:** Harrisonburg High School 2, Staunton High School, Harrisonburg High School, Harrisonburg K-8 School
- **College Sports Fields Site Work:** JMU Softball/Baseball Fields, JMU Athletic Fields (Port Road)
- **Parking Lots:** Staunton High School
- **College Site Work:** JMU Grace Street Extension, JMU Phillips, JMU Wilson Hall, and Gibbons Hall





## INVOICE

P.O. Box 2098 • Harrisonburg, VA 22801

Ph. (540) 433-1475 • Fax (540) 433-7034

**To:**

James Madison University  
Facilities Management  
Svcs Bldg Room 207B  
MSC 7001  
Harrisonburg, VA 22807

**Invoice No:** 154645

**Invoice Date:** 09-11-2020

**Customer ID:** JAM210

**Description of Work:** EP3229702

Date	Description	Quantity	Unit	\$ / Unit	Amount
	PO # EP3229702				
	-				
	Provide labor, materials, equipment, and supervision necessary to hash out 2 parking spaces, supply and install 6 parking blocks along DHub.	1.00	ls	1,530.00	1,530.00

S A M P L E

JAM210  
154645

**Subtotal:** 1,530.00

**VA Sales Tax:**

**Less Retainage Held:**

**Date Due:** 09-21-2020

**Amount Due:** \$1,530.00

ALL INVOICES NET 10  
2% PER MONTH FINANCE CHARGE ON BALANCES OVER 30 DAYS

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

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
Supervisor Labor Rate \$/hour		\$55.00	\$70.00					\$80.00	
Laborer Labor Rate \$/hour		\$45.00	\$58.00					\$68.00	
Inspector Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour		\$110.00	\$130.00					\$150.00	
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
Supervisor Labor Rate \$/hour		\$82.50	\$105.00					\$120.00	
Laborer Labor Rate \$/hour		\$67.50	\$87.00					\$102.00	
Inspector Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour		\$165.00	\$195.00					\$225.00	
<b>Equipment</b>									
\ \$/hour									
C (Daily Mobilization)									
S \$/hour									
S (Daily Mobilization)									
\$/hour									
<b>Other fees/charges</b>									
Charge Card Processing Fees:	3 %								

## XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

## **COMPANY INFORMATION**

Company Name: Partners Excavating Company, Inc.

Mailing Address: PO Box 2098  
Harrisonburg, VA 22801

Street Address: 859 Cottontail Trail  
Mt. Crawford, VA 22841

Telephone Number: (540)-433-1475

Facsimile Number: (540)-433-7034

Contact Person: Seth Berkey

Contact Person Phone Number: (540)-433-1475

State Contractor's License Number: 2701-021547A

Designate Employee Registered with the Virginia Board of Contractors: Carl D. Berkey

Type of Organization: Corporation

State of Incorporation: Virginia

Date of Incorporation: October 28, 1986

Federal ID Number: 

Officers:

President Seth A. Berkey

Vice President Adam D. Berkey

Secretary Carl D. Berkey

Treasurer Carl D. Berkey

# 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 45 Months 1

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
James Madison University	16 years	Harrisonburg, VA 22807	Mike Derrow (540)-568-7127
WM Jordan	8 years	708 Bainbridge St. /PO Box 24366 Richmond, VA 23224	Patrick Barbier (804)-223-6921
Nielsen Construction	19 years	3588 Early Rd. Harrisonburg, VA 22801	Thomas Moomaw (540)-434-7376
Harman Construction	20 years	1024 Pleasant Valley Rd. Harrisonburg, VA 22801	Wayne Witmer (540)-434-4459
City of Harrisonburg	9 years	409 South Main St. Harrisonburg, VA 22801	Danielle Morris (540)-434-5928 EXT. 2201

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

Partners Excavating Company

859 Cottontail Trail

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 [x] NO

IF YES, EXPLAIN:



## ATTACHMENT B

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

Offeror Name: Partners Excavating Preparer Name: Greg Ours

Date: 11/23/2020

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

If yes, certification number: 649647 Certification date: Jan. 2006 exp. 2/14/23

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

If yes, certification number:                      Certification date:                     

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

If yes, certification number:                      Certification date:                     

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

If yes, certification number:                      Certification date:                     

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

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

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

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

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

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

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

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

Procurement Name and Number: Paving, Concrete, and Excavating Services RFP #CMB-1097

Date Form Completed: 11/23/2020

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

Offeror / Proposer:

Partners Excavating Company

Firm

859 Cottontail Trail, Mt. Crawford, VA 22841  
Address

Greg Ours (540)-578-1903  
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)
Mid-Valley Electric 1180 South High Street Harrisonburg, VA 22801	Jeff Gordon (540)-433-6815	SWaM Cert#: 10606	Electrical		
Piedmont Concrete Contractors, Inc. 2811 Hydraulic Rd. Charlottesville, VA 22901	Catherine Claflin (434)-973-1361	SWaM Cert#: 669771	Concrete		
Prime Fence & Ag Service, LLC. 102 Sunbright Drive Bridgewater, VA 22812	Preston Miller (540)-607-6087	SWaM Cert#: 811063	Fencing		
Sandra's Marking Company, Inc. P.O. Box 418 Buchanan, VA 24066	Sandra Hutchens (540)-254-2140	SWaM Cert#: 626529	Line Painting Signs Traffic Control Flagging		

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

**RETURN OF THIS PAGE IS REQUIRED**

<http://www.virginia.gov>

## Directory Listing

Certification Type

NIGP

NAICS

City

ZIP Code

Business Category

All

contains

Partners Excavating



Match found 1

Sort by: Company name

Show entries: 5

### Applied Filters

Reset filters

### Partners Excavating Company

Marcia Stutzman

PO Box 2098

Harrisonburg, VA 22801

Phone: (540) 433-1475

Fax: (540) 433-7034

Marcia@Partners-Excavating.com

(mailto:Marcia@Partners-Excavating.com)

Certification Number: 649647

**SWaM Certification Type:**

Small Start Date: 02-14-2018

SWaM Expiration Date: 02-14-2023

**NIGP Code and Description:**

91244	Excavation Services
91396	Paving/Resurfacing, Street (Major and Residential)
91319	Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal)

Pcard: Y

Business Category: Construction

<http://www.virginia.gov>

## Directory Listing

Certification Type

NIGP

NAICS

City

ZIP Code

Business Category

All

contains

Mid Valley Electric



Match found 1

Sort by: Company name

Show entries: 5

### Applied Filters

Reset filters

### MID VALLEY ELECTRIC, INC.

JEFF GORDON  
1180 SOUTH HIGH STREET SUITE 100  
Harrisonburg, VA 22801  
Phone: (540) 433-6815  
Fax: (540) 433-5599  
JGordon@midvalleyelectric.net  
(mailto:JGordon@midvalleyelectric.net)

Certification Number: 10606

**SWaM Certification Type:**

Small Start Date: 03-31-2020

SWaM Expiration Date: 03-31-2025

NIGP Code and Description:

91438 Electrical

Pcard: N

Business Category: Construction

<http://www.virginia.gov>

## Directory Listing

Certification Type

NIGP

NAICS

City

ZIP Code

Business Category

All

contains

Piedmont Concrete Contractors



Match found 1

Sort by: Company name

Show entries: 5

### Applied Filters

Reset filters

#### Piedmont Concrete Contractors, inc.

Catherine Claflin  
2811 Hydraulic Rd.  
Charlottesville, VA 22901  
Phone: (434) 973-1361  
Fax: (434) 973-9784  
cclaflin@releecommunity.com  
(mailto:cclaflin@releecommunity.com)

Certification Number: 669771

**SWaM Certification Type:**

Small Start Date: 10-13-2020

Women-Owned Start Date: 10-13-2020

SWaM Expiration Date: 10-13-2025

NIGP Code and Description:

91430

Concrete

Pcard: N

Business Category: Construction



<http://www.virginia.gov>

## Directory Listing

Certification Type

NIGP

NAICS

City

ZIP Code ▼

Business Category

All ▼

contains ▼

Prime Fence &amp; Ag Service LLC



Match found 1

Sort by: Company name ▼

Show entries: 5 ▼

### Applied Filters

Reset filters



### Prime Fence & Ag Service LLC

Preston Miller  
102 Sunbright Dr  
Bridgewater, VA 22812  
Phone: (540) 607-6087  
p17miller@gmail.com  
(mailto:p17miller@gmail.com)  
N/A (<http://N/A>)

Certification Number: 811063

**SWaM Certification Type:**

Small Start Date: 09-23-2019

SWaM Expiration Date: 09-23-2024

NIGP Code and Description:

33000	FENCING
90900	BUILDING
	CONSTRUCTION
	SERVICES, NEW (INCL.
	MAINTENANCE AND
	REPAIR SERVICES)

Pcard: Y

Business Category: Construction

(http://www.virginia.gov)



## Directory Listing

Certification Type

NIGP

NAICS

City

ZIP Code ▼

Business Category

All ▼

contains ▼

Sandra's Marking Company, Inc.



Match found 1

Sort by: Company name ▼

Show entries: 5 ▼

### Applied Filters

Reset filters



### Sandra's Marking Company, Inc.

Sandra Hutchens  
 P. O. Box 418  
 Buchanan, VA 24066  
 Phone: (540) 254-2140  
 Fax: (540) 254-2659  
 s.hutchens@sandrasmarking.com  
 (mailto:s.hutchens@sandrasmarking.com)  
 www.sandrasmarking.com  
 (http://www.sandrasmarking.com)

Certification Number: 626529

#### SWaM Certification Type:

Small Start Date: 11-21-2017

Women-Owned Start Date: 11-21-2017

SWaM Expiration Date: 11-21-2022

NIGP Code and Description:

55088	Traffic Signals and Equipment, Electric Systems
96861	Pavement Marking Services (Including Removal of Markings)

#### DBE Certification Type:

DBE Start Date: 08-01-1986

DBE Fed Type: DBE/WBE

DBE/ACDBE Certifying Agency: SBSD

NAICS Code and Description:

237310	Painting lines on highways, streets and bridges
339950	Signs and signboards (except paper, paperboard) manufacturing
532412	Traffic control equipment rental and leasing
561990	Flagging (i.e., traffic control) services

Pcard: N

Business Category: Construction

**VASCUPP MEMBER SALES DURING THE LAST 12 MONTHS**

<b>VASCUPP Member</b>	<b>Project</b>	<b>General Contractor</b>	<b>Amount</b>
James Madison University	Various	Partners Excavating	906,552.29
	Student Housing	WM Jordan	114,211.05
	College of Business	Kjellstrom & Lee	692,320.63
	Phillips Hall	WM Jordan	656,323.09
	J-MAC 6 Phase II	Harrisonburg Constr.	277,315.68
Longwood University	Pave tennis courts	Tennis Courts	222,448.64



# PROPOSAL

Attn: University

Re: Asphalt and Concrete Extension along University Blvd.

December 1, 2020

**Price to include:**

- 1) Transportation of needed equipment to job site.
- 2) Excavate out existing stone on an area of (4,968 SF) and haul off site.
- 3) Excavate out a section of concrete sidewalk and curbing and haul debris off site.
- 4) Provide and install 6" of concrete for sidewalk repair on an area of (132 SF).
- 5) Provide and install a modified curb at the Jennings Hall entrance on one side.
- 6) Provide and install 2" of compacted 21B stone on an area of (4,968 SF).
- 7) Mill a transitional joint along University Blvd. and haul debris off site.
- 8) Provide and install 4" of BM-25 asphalt on an area of (4,968 SF).
- 9) Provide and install 2" of 9.5A asphalt on an area of (4,968 SF).
- 10) Provide and install line striping along extension area. (828 linear feet of 4" wide white line)

**Total Price for the above work is: \$ 53,364.00**

**Exclusions to include:**

- Topsoil and seeding
- Rock removal (rock breaking)
- Removal and replacement of unsuitable material encountered

**Note: Partners Excavating warrants for a period of one year from date of completion that all Products and workmanship sold under this proposal shall be free from defects.**

Thank you for your consideration of our bid. We look forward to being able to work with you on this project.

Respectfully submitted \_\_\_\_\_

  
Greg Ours, Paving Division Manager

**ACCEPTANCE OF PROPOSAL:**

Signature \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

This proposal may be withdrawn  
by us if not accepted within 30 days.



## **Company Profile**

Partners Excavating Company began as a partnership in November of 1975 and was incorporated in October of 1986 with Carl Berkey as president and sole owner. In June of 1987, we moved to our new location on a five-acre site just south of Harrisonburg, Virginia. In 2010, Carl's son, Seth Berkey, took over as the president of the company

Partners Excavating Company offers total site preparation—including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$15 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 113 people, 50 of whom have been with the company for more than 10 years. This exceptionally stable work force combined with our 45 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

While the majority of our work has been concentrated in Harrisonburg, Staunton, and the surrounding cities and counties, we have expanded our services to other areas within the Shenandoah Valley as well as beyond. We are currently performing work in Charlottesville and have recently completed work in Culpeper, at Longwood University and at New River Community College. We would ask that you consider us for your site work needs in any of the above mentioned areas.

# COMMONWEALTH of VIRGINIA

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

EXPIRES ON  
11-30-2022

NUMBER  
2701021547

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* H/H



PARTNERS EXCAVATING  
PO BOX 2098  
HARRISONBURG, VA 22801



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

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* H/H  
NUMBER: 2701021547 EXPIRES: 11-30-2022

PARTNERS EXCAVATING  
PO BOX 2098  
HARRISONBURG, VA 22801



(FOLD)

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

DPOR-PC (02/2017)

## CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -  
INSURED COPY

<b>NAME AND NUMBER OF AGENCY</b> L D & B INS & FINANCIAL SVC 205 S LIBERTY ST STE A HARRISONBURG, VA 22801-3638 <b>DD2010</b> <b>540-433-2796</b>	<b>DATE ISSUED</b> 04/07/2020 <b>NAME AND ADDRESS OF CERTIFICATE HOLDER</b>  JAMES MADISON UNIVERSITY 800 S MAIN ST HARRISONBURG VA 22807-
<b>NAME AND ADDRESS OF NAMED INSURED</b>  PARTNERS EXCAVATING COMPANY INC * PO BOX 2098 HARRISONBURG VA 22801-9504	

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: PROJECT	Q411050818	05/10/2020	05/10/2021	EACH OCCURRENCE	\$ 1000000
				FIRE DAMAGE (Any one premises)	\$ 1000000
				MED EXP (Any one person)	\$ 5000
				PERSONAL & ADV INJURY	\$ 1000000
				GENERAL AGGREGATE	\$ 2000000
				PRODUCTS-COMP/OP AGG	\$ 2000000
AUTOMOBILE LIABILITY HIRED NON-OWNED GARAGE	Q051080210	05/10/2020	05/10/2021	BODILY INJURY (EACH PERSON)	\$
				BODILY INJURY (EACH ACCIDENT)	\$
				PROPERTY DAMAGE	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1000000
EXCESS LIABILITY OCCURRENCE FORM	Q291070220	05/10/2020	05/10/2021	EACH OCCURRENCE	10000000
				AGGREGATE	10000000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Q896000112	05/10/2020	05/10/2021	STATUTORY	
				BODILY INJURY BY	ACCIDENT DISEASE \$ 500000
					EACH ACCIDENT POLICY LIMIT EACH EMPLOYEE
OTHER VA COMMERCIAL AUTO POLICY FRIE INSURANCE EXCHANGE	Q051040042	05/10/2020	05/10/2021	BOD INJ & PROP DAMAGE \$1000M/ACC	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. IT DOES NOT AFFIRMATIVELY OR NEGATIVELY LIST, AMEND, EXTEND OR OTHERWISE ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF INSURANCE COVERAGE CONTAINED IN THE POLICY(IES) INDICATED ABOVE. THE TERMS AND CONDITIONS OF THE POLICY(IES) GOVERN THE INSURANCE COVERAGE AS APPLIED TO ANY GIVEN SITUATION. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND CERTIFICATE HOLDER.

**ERIE INSURANCE GROUP**

**SEE REVERSE SIDE**

AUTHORIZED  
REPRESENTATIVE

*Marc Cipriani*

---

---

COMPLETE NAME AND ADDRESS OF CERTIFICATE HOLDER OR ADDITIONAL INSURED

JAMES MADISON UNIVERSITY  
800 S MAIN ST  
HARRISONBURG VA 22807

LONG NAME INSURED

ENDT #1 -

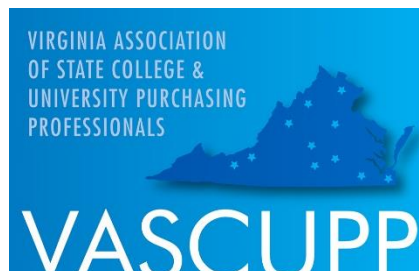


# Request for Proposal

## **RFP# CMB-1097**

**Paving, Concrete and Excavating Services**

**11/11/20**





# **REQUEST FOR PROPOSAL**

## **RFP# CMB-1097**

**Issue Date:** 11/11/20  
**Title:** Paving, Concrete and Excavating Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract:** From Date of Award through One Year (Renewable)

**Sealed Proposals Will Be Received Until 2:00 PM on Tuesday December 8<sup>th</sup>, 2020 for Furnishing The Services Described Herein.**

**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: Chris Beahm, Buyer Senior, Procurement Services, [beahmcm@jmu.edu](mailto:beahmcm@jmu.edu); 540-568-3002; 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 # CMB-1097***

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## **I. PURPOSE**

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

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The campus is 721 acres and includes 148 buildings. The University has numerous paving and concrete projects of various sizes on a regularly scheduled basis. The spend on this contract was in the multi millions, projects ranged from adding stairs, paving of Godwin transit area, telecom duct bank work, sidewalk repairs, roadway pedestrian improvements, asphalt repairs, and widening of roadways.

## **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**

James Madison expects this solicitation to result in a comprehensive contract for Paving, Concrete and Excavating Services.

**JMU does not guarantee any designated amount of orders from this contract.**

### **A. SPECIFIC REQUIREMENTS:**

1. Contractor to provide the following for James Madison University. The following list is what the university is currently projecting for its needs. Needs may change and therefore, services may be added or subtracted from the contract as required.

1. Asphalt installation
2. Asphalt cleaning, cut and patch
3. Asphalt curb installation
4. Crack filling
5. Removal of existing asphalt and soft base materials
6. Erosion and sediment control
7. Bio-retention filtration

8. Traffic control and barricade
9. Asphalt stamping
10. Line striping
11. Concrete curb and guttering
12. Surface treatment
13. Site preparation
14. Excavating Services
15. Demolition Type Services (clearing infrastructure in designated project areas)

4. All subcontractors must be approved by the University project manager.
5. Contractor shall comply with all applicable federal, state, local, and University regulations when performing this work.

**B. DESCRIBE STATEMENTS:**

1. Describe your approach and ability to provide excellent customer service throughout the term of the contract. Do 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 turn-around projects, to include mobilization of a "crew" if your firm is not located in a close proximity of the University.
2. Describe your firm's ability to schedule and complete multiple projects at one time.
3. Describe your invoicing procedures and what information is included on the invoice, as well as how invoice disputes are handled. The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.
4. Describe all goods and services that your company is able to provide. This contract will be a VASCUPP contract and therefore will be open for use by any other public agency in Virginia (with the permission of the Contractor). We want to ensure that this contract will have a breadth of goods and services for use.
5. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names and contact information.
6. Describe experience providing asphalt/concrete, pavement, curbing, services with other higher education institutions similar to JMU.
7. Provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

8. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

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

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

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



agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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

and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	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	10

4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	30
	<hr/> 100

**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.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies

for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

- Y. 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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.



**This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
  3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible

based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

## 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/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> .

<b>PRICING SCHEDULE BY ZONE</b>									
	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>
<b>Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*</b>									
Supervisor Labor Rate \$/hour									
Laborer Labor Rate \$/hour									
Inspector Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour									
<b>Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*</b>									
Supervisor Labor Rate \$/hour									
Laborer Labor Rate \$/hour									
Inspector Labor Rate \$/hour									
Project Estimator Labor Rate \$/hour									
<b>Equipment</b>									
\ \$/hour									
C (Daily Mobilization)									
S \$/hour									
S (Daily Mobilization)									
\$/hour									
<b>Other fees/charges</b>									

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

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

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

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


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

[ ☐ ] YES [ ☐ ] NO

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


## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Offeror / Proposer:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

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

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

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

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

ATTACHMENT C



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

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

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

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

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

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

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

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

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

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

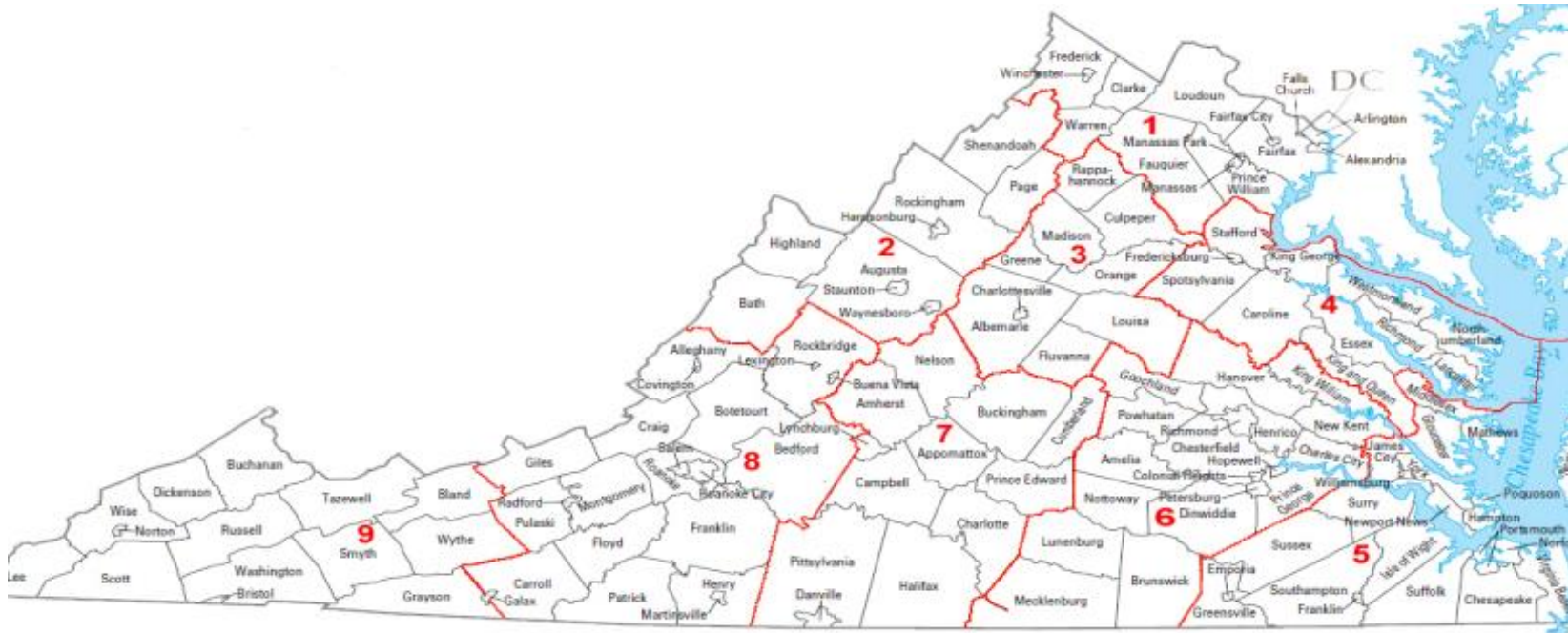
\_\_\_\_\_  
(Printed Name)

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

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

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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