



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5941

This contract entered into this 12th day of January, 2021, by Momentum Earthworks LLC 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 12/8/2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated 1/4/2021.

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

By:  CONTRACTOR:

(Signature)

Hans C. Herman

(Printed Name)

Title: President

PURCHASING AGENCY:

By:  (Signature)

CHRIS BEAHM

(Printed Name)

Title: SENIOR BUYER



Negotiation Summary

1. Contact information for Momentum Earthworks:

Hans Harman

Phone – (540) 564-1986

Email – hans@momentumearthworks.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							
Laborer Labor Rate \$/hour		\$45							
Inspector Labor Rate \$/hour		\$60							
Project Estimator Labor Rate \$/hour		\$75							
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Supervisor Labor Rate \$/hour		\$75							
Laborer Labor Rate \$/hour		\$60							
Inspector Labor Rate \$/hour		\$75							
Project Estimator Labor Rate \$/hour		\$75							

3. The pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.
4. Momentum shall agree to the annual increase amount to be based on the CPI-W scale per renewal.
5. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing.
6. 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.
7. 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

Date: 1/4/2021

Hourly Billing Rate Sheet 2020

All equipment rates below include operator cost
Small tools and daily mobilization charges may apply
Standard Markup on Materials is 15%

Type Description	Description	Equipment Description	Billing Rate
Off-road Trucks	JD 250D Articulated Truck (off road)	JD 250D Articulated Truck (off road)	\$ 200.00
Dozers	Cat D3 Dozer	D3 Caterpillar Track-Type Tractor	\$ 120.00
	Case 550 Dozer	Case 550 Dozer	\$ 120.00
	Cat D5K XL	Cat D5	\$ 130.00
	Cat D6N XL	Cat D6	\$ 160.00
	John Deere 650	John Deere 650 XL	\$ 130.00
	John Deere 700	John Deere 700 LGP/W Grade Control	\$ 160.00
Loaders	Case 621 Tool Carrier Loader	Case 621 Tool Carrier Loader	\$ 130.00
	Cat 953	Caterpillar 953 Loader	\$ 120.00
	John Deere 655C	John Deere 655C Loader	\$ 120.00
	Case 60XT	60 XT Skid Loader	\$ 85.00
	CAT 963	Cat 963 Loader	\$ 150.00
	John Deere 323	John Deere 323 Track Loader	\$ 85.00
	CAT 259 or Cat 279	Cat Rubber Track Loader	\$ 85.00
	Cat 924 Loader	Caterpillar Articulated Loader	\$ 140.00
Excavators	Daewoo 300	Daewoo 300	\$ 170.00
	Volvo 210	Volvo Hyd. Excavator EC210BLC	\$ 140.00
	Cat 311	Caterpillar 311 Excavator	\$ 140.00
	Cat 314 w/grapple and thumb	Caterpillar 314 CR	\$ 140.00
	Cat 320 ELRR	Caterpillar 320 ELRR Excavator	\$ 140.00
	Cat 323	Caterpillar 323 Hydraulic Excavator/GPS	\$ 165.00
	CAT 308DCR	Caterpillar 308 DCR Excavator	\$ 125.00
	Cat 335	Caterpillar 335 Hydraulic Excavator	\$ 180.00
	John Deere 300	John Deere 300 Hydraulic Excavator	\$ 180.00
Rollers	Sakai 500 Pad Foot	Sakai 500 Pad Foot	\$ 90.00
	Dynapac Pad Foot 150	Dynapac Pad Foot 150	\$ 90.00
	Case 602 Smooth Drum	Case 602 Smooth Drum	\$ 90.00
	Wacker Roller	Wacker Roller RT82-SC	\$ 75.00
	CAT 433E Smooth Drum	Smooth Drum single vibratory roller	\$ 90.00
	CAT 454 Smooth Drum	Smooth Drum single vibratory roller	\$ 90.00
	2010 Wacker Trench Roller RT82SC2	2010 Wacker Trench Roller RT82SC2	\$ 75.00
	2015 Wacker Trench Roller RTLX-SC2	2015 Wacker Trench Roller RTLX-SC2	\$ 75.00
Motor Graders	John Deere Motor Grader	John Deere Motor Grader	\$ 170.00
Scrapers	Cat 621 B Scraper	Cat 621 B Scraper	\$ 170.00
Breakers	10,000 # Hyd Breaker w/300 Daewoo	10,000 # Hyd Breaker w/300 Daewoo	\$ 350.00
	CAT H65E Hammer w/305E	CAT H65E Hammer w/305E	\$ 175.00
	5,000 #NPK Breaker w/CAT320	NPK Breaker w/CAT320	\$ 300.00
Backhoes/Small Excavators	Terex 760	Terex 760 Extendahoe	\$ 85.00
	Case 580	Case 580	\$ 85.00
	CAT 416E Backhoe	CAT 416E Backhoe	\$ 90.00
	CAT 305E Mini	CAT 305E	\$ 90.00
Trucks	International	Quad Axle	\$ 85.00
	Ford	Tandem Axle	\$ 85.00
	2004 Mack Granite	Tri Axle	\$ 85.00
	2006 Mack Granite	Tri Axle	\$ 85.00
	Pick Up truck with tools	Superintendent/Crew Truck (Daily rate)	\$ 150.00
Tractors	Kenworth Truck With Trailer		\$ 135.00
	Mack Truck With Trailer		\$ 145.00
	Pickup Truck With 6 ton Trailer		\$ 100.00

Labor Rates 2020

Description	Billing Rate/Hr
Grade Foreman	\$ 55.00
Pipe Foreman	\$ 55.00
General Labor	\$ 45.00
Project Superintendent	\$ 60.00
Concrete Foreman	\$ 55.00
Concrete Finishers	\$ 50.00

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)

Scaled Proposals Will Be Received Until 2:00 PM on Tuesday December 8th, 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; 540-568-3002; not later than five business days before the proposal closing date.

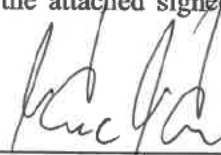
NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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:

Momentum Earthworks LLC
1500 Gleasons Dr.
Rockingham, VA 22861

By:



(Signature in Ink)

Name:

Hans C. Herman

(Please Print)

Date:

12/8/2020

Title:

President

Web Address:

www.momentumearthworks.com

Phone:

540-564-1986 or 540-746-8826

Email:

hans@momentumearthworks.com

Fax #:

540-564-1986

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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



1500 Plesants Dr. Harrisonburg Va 22801
540-564-1986 (o) 540-564-1317 (f)

ABOUT MOMENTUM

Vision:

A legacy of opportunity and abundance in the construction industry created through moral and ethical leadership.

Momentum Earthworks was founded in 2011 by President/CEO Hans Harman after he completed an asset purchase of another longstanding local entity formerly known as Quality Excavating. Hans Harman hails from a proud family business tradition of over 80 years of leadership in the Harrisonburg area and greater Shenandoah Valley. Momentum has quickly grown and been recognized as a local leader and reputable brand working for notable entities including but not limited to RMH/Sentara, Augusta Healthcare, Merck, Darden Restaurants, Eastern Mennonite University, James Madison University, University of Virginia, The Smithsonian Institute, Towns of Timberville, Broadway, Grottoes and the City of Harrisonburg and Rockingham county. Momentum has grown from 7 FT employees in 2011 to a steady workforce of around 85 employees in 2020. We are also very proud to have several long-tenured employees that carry a combined 100+ years of management experience and expertise in our field.

Momentum's President Hans Harman and other key personnel are very active in the community and construction industry at large. Harman is the President of the AGC of Virginia Valley District as well as a board member of the Shenandoah Valley Builders Association, and is a member of the board of trustees of Eastern Mennonite University. Harman was named the Harrisonburg/Rockingham Chamber of Commerce's Entrepreneur of the year in January 2017. Beside the construction industry Harman and other key personnel sit on the boards of several local church based and civic organizations.

Momentum's team strives very hard to be a valuable and trusted project partner for the entities and customers that we serve. One of the resources that make us unique is that Momentum's owner Hans Harman is also active in the local development community. The developer experience gives us the advantage of looking at a project through an "owner's lens". We are continually seeking ways to improve our efficiency and provide our customers with best-value alternatives. Most importantly "We Dig" what we do at Momentum and try to bring a professional and positive experience to our customers and supporters.



Describe Statements

Per CMB-1097 P. 2

- 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 close proximity to the university.**

Response: Momentum Earthworks is well suited to meet the needs of this RFP while providing exceptional response time and customer service. Momentum's primary operation and headquarters is located only a few miles from the heart of James Madison Universities campus in Harrisonburg. We have a complete staff of estimators, project managers, field superintendents, safety, and maintenance officers that can provide in most cases almost immediate service for the University's needs. We will provide the University best in class customer service by providing them direct access to our critical staff members on a continuing basis. If selected as an awarded firm, our team would love the opportunity to personally introduce our team members to the appropriate staff in facilities and procurement at JMU.

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

Response: Momentum's staff continues to manage an average of 10-15 ongoing projects throughout the Shenandoah Valley and Central Virginia. We have 15 field crews of various specialties and the ability to schedule multiple operations in succession for the University to meet its' needs if required. The skill ranges of these crews cover all of the service areas required for this RFP.

If the situation requires additional resourcing, Momentum has an extensive network of subcontractor relationships for concrete, paving, surface treatment, line striping, crack sealing and other specialties to supplement our own workforce as needed in each unique situation.

- 3. Describe your invoicing procedures and what information is usually 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.**

Response: Momentum's project management and field personnel utilize a cloud based mobile time keeping and management app called Crewtracks. At the end of each day a report is printed for each operation detailing crew hours, equipment hours, weather, production, progress photos, safety and equipment inspections, materials and more.

Each day the responsible superintendent/foreman on the job would complete a daily work order which would summarize all activities on the site and itemize labor, materials, equipment, subcontractors, and any other items. That summary would be submitted to the customer daily for written approval.

At the end of each billing period a summary invoice is generated from the signed daily work orders. If we follow this process correctly there should generally never be a dispute because the work orders should be reviewed and approved by the customer on an on-going basis. If there was a dispute depending on the nature we would generally provide additional documentation as needed or sit down and meet to review any discrepancies or concerns.

- 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.**

Response: Momentum is a full service general contracting firm that specializes in heavy civil construction, as well as administration and management off all areas outlined as numbers 1-14 on sheets 1 and 2 section A specific requirements. In addition to those areas Momentum also has significant experience in all types of associated underground utility work included but not limited to water and fire lines, storm sewer piping and inlets, sanitary sewer lines and manholes, excavation and placements of vaults for steam line repairs, mass excavation and grading, fine grading, boring and more. You will see from our current and completed project list that we have significant experience in relative/similar environments.

In addition to our own internal staff, if needed Momentum has an extensive network of subcontractor relationships to supplement our internal resources for concrete, paving, surface treatment, line striping, crack sealing, retaining walls (Cast-in place and segmental), landscaping, site electrical and lighting and more.

- 5. Provide an Organizational Chart indicating which individuals or positions have knowledge of a contract with the university, and the degree to which each person is responsible to the university account. Include names and contact information.**

Response: See attached Org Chart and responsibility matrix

The following individuals will have direct knowledge and service the needs of the University (contact information attached)

- 6. Describe experience providing asphalt/concrete, pavement, curbing, services with other education institutions similar to JMU.**

Response: In addition to serving multiple projects in the past directly for James Madison University under a previous on-demand contractor pool Momentum has performed similar services for Eastern Mennonite University, Blue Ridge Community College, Virginia Military Institute, Harrisonburg City Schools, Rockingham County Schools, Albemarle County Schools, Green County Schools, and The University of Virginia.

Each of these environments are similar but yet distinctly unique. Personnel must communicate well with the customers needs and provide flexibility for unique schedules and considerations.

We recognize in these environments that there are many unique observers and stakeholders that have an individual perspective on the work taking place. We have found that selecting the proper personnel for each task is critical to project success in the institutional/university environment. Team members must understand the importance of great teamwork and communication as well as professionalism and appearance with public safety and cleanliness at the forefront at all times.

- 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, and the name of the contact person and telephone number.**

Response:

Mr. Ed Lehman- Director of Facilities Eastern Mennonite University
1200 Park Rd. Harrisonburg, Virginia 22802
540-578-2363 lehmanem@emu.edu

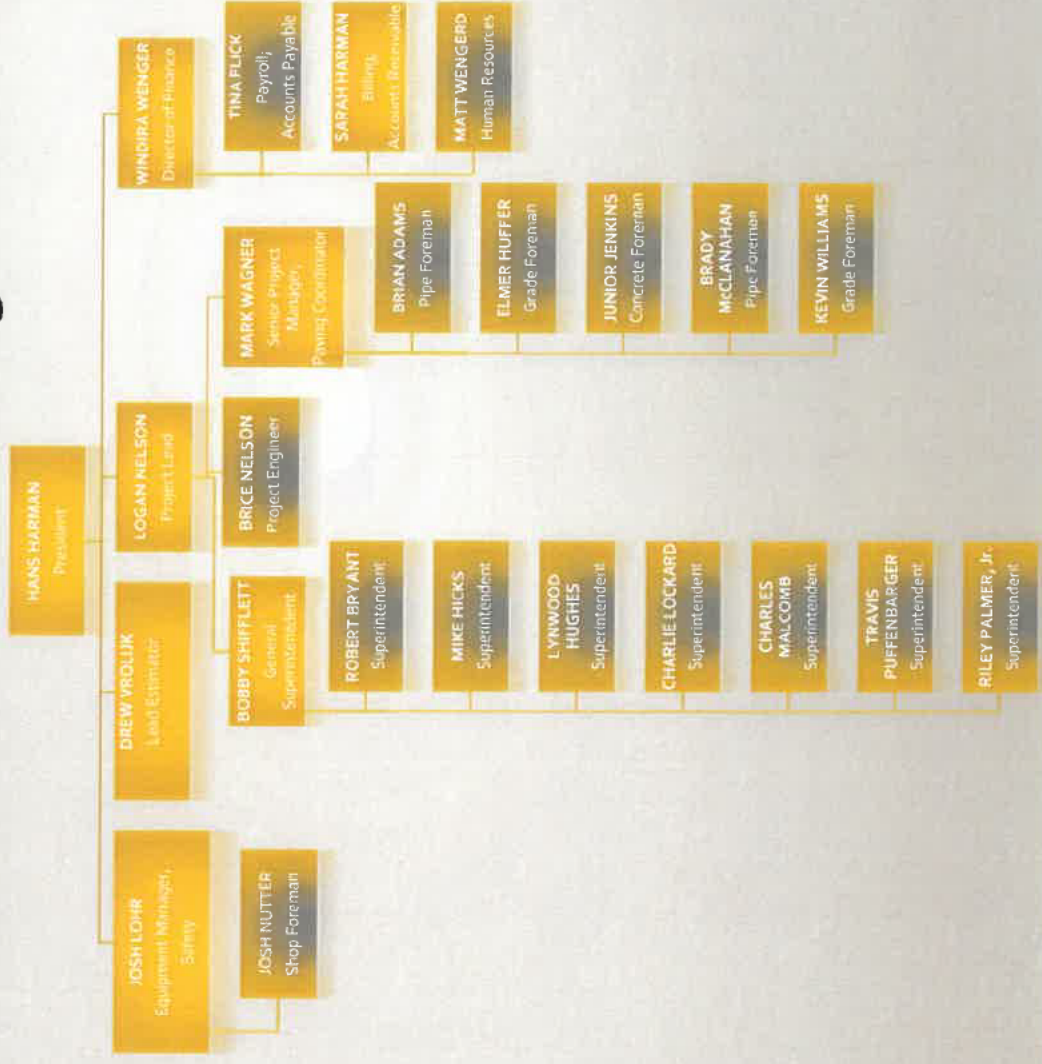
Mr. John Keen-Director of Facilities Blue Ridge Community College
1 College Ln. Weyers Cave, VA 24486
540-453-2280 Keenej@brcc.edu

Mr. Mike Derrow- Construction Engineer James Madison University
University Services Building Room 203G, MSC 7004
Harrisonburg, VA 22801
540-568-7127 derrowmg@jmu.edu

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

Response: None

Momentum Earthworks Organization Chart



Momentum Earthworks
Contact/Responsibility Matrix
James Madison University CMB-1097

Name	Title	Role	Contact phone	Email
Hans Harman	President	Responsible for all areas of compliance with this RFP	540-746-8826	hans@momentumearthworks.com
Logan Nelson	Project Manager Dedicated to this RFP	Responsible for coordinating all field operations/scheduling	540-478-4441	lnelson@momentumearthworks.com
Bobby Shifflett	General Superintendent	Responsible for oversight of field personnel and inspections/dispatching	540-271-6187	bshifflett@momentumearthworks.com
Mark Wagner	Project Engineer/Senior PM	Responsible for all spec compliance and field oversight concrete and paving	540-569-0549	mark@momentumearthworks.com
Windria Wenger	VP finance	Oversite of all accounting and billing	540-564-1986	wwenger@momentumearthworks.com
Sarah Harman	AR/Billing	Billing Specialist	540-564-1986	sharman@momentumearthworks.com
Josh Lohr	Safety/Equipment Manager	Oversite of site safety and equipment	540-435-5116	jshop@momentumearthworks.com
Ray Jenkins	Concrete Superintendent	Oversite of all concrete operations	540-810-0380	rjenkins@momentumearthworks.com

III OIIIEITUIII PARTITIONING

***This list features significant/noteworthy Institutional projects only additional information available upon request.

VIRGINIA MILITARY INSTITUTE
Lexington, Virginia 24450

Procurement Services
Phone 540-464-7323
Fax 540-464-7669

CONTRACT RENEWAL NOTICE

DATE: 19 December 2019
CONTRACT TITLE: On Demand Construction POOL Contract - Projects to \$50k
CONTRACT NUMBER: V211-19-075

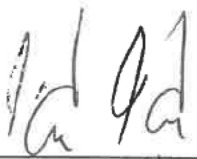
RENEWAL PERIOD: 01/01/2020 - 12-19-2021 **REMAINING RENEWALS:** 3

ISSUED BY:	<u>Virginia Military Institute</u> <u>Procurement Services</u> <u>314 Smith Hall</u> <u>Lexington, VA 24450</u>	BUYER:	<u>LTC Kathleen H. Tomlin</u> PHONE: <u>540-464-7166</u> FAX: <u>540-464-7669</u> EMAIL: <u>tomlinkh@vmi.edu</u>
-------------------	--	---------------	--

CONTRACTOR:	<u>Momentum Earthworks</u> <u>1024 Pleasant Valley Rd</u> <u>Harrisonburg, VA 22801</u>	CONTACT:	<u>Hans Harman</u> PHONE: <u>540-564-1986</u> FAX: <u>540-434-4209</u> EMAIL: <u>hans@momentumearthworks.com</u>
--------------------	---	-----------------	--

FEI #: [REDACTED]

In accordance with the original contract, all terms, conditions, pricing and specifications remain intact. Any agreed upon Changes and/or Modifications are attached if applicable and hereby incorporated herein.

CONTRACTOR:
Signature: 
Printed Name: Hans Harman
Date: 12/19/19

BUYER:
Signature: _____
Printed Name: LTC Kathleen H. Tomlin
Date: 19 December 2019

CONTRACT ADMINISTRATOR:
Signature: _____
Printed Name: LTC Michelle Caruthers
Date: _____

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

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)*									
Supervisor Labor Rate \$/hour		\$55							
Laborer Labor Rate \$/hour		\$45							
Inspector Labor Rate \$/hour		\$60							
Project Estimator Labor Rate \$/hour		\$75							
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)*									
Supervisor Labor Rate \$/hour		\$75							
Laborer Labor Rate \$/hour		\$60							
Inspector Labor Rate \$/hour		\$75							
Project Estimator Labor Rate \$/hour		\$75							
Equipment									
1 \$/hour									
C (Daily Mobilization)		\$150							
S \$/hour									
S (Daily Mobilization)									
\$/hour									
Other fees/charges									
* Please see attached summary of Momentum's Labor & Equipment Rates									

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

Hourly Billing Rate Sheet 2020

All equipment rates below include operator cost
Small tools and daily mobilization charges may apply
Standard Markup on Materials is 15%

Type Description	Description	Equipment Description	Billing Rate
Off-road Trucks	JD 250D Articulated Truck (off road)	JD 250D Articulated Truck (off road)	\$ 200.00
Dozers	Cat D3 Dozer	D3 Caterpillar Track-Type Tractor	\$ 120.00
	Case 550 Dozer	Case 550 Dozer	\$ 120.00
	Cat D5K XL	Cat D5	\$ 130.00
	Cat D6N XL	Cat D6	\$ 160.00
	John Deere 650	John Deere 650 XL	\$ 130.00
	John Deere 700	John Deere 700 LGP/ W Grade Control	\$ 160.00
Loaders	Case 621 Tool Carrier Loader	Case 621 Tool Carrier Loader	\$ 130.00
	Cat 953	Caterpillar 953 Loader	\$ 120.00
	John Deere 655C	John Deere 655C Loader	\$ 120.00
	Case 60XT	60 XT Skid Loader	\$ 85.00
	CAT 963	Cat 963 Loader	\$ 150.00
	John Deere 323	John Deere 323 Track Loader	\$ 85.00
	CAT 259 or Cat279	Cat Rubber Track Loader	\$ 85.00
	Cat 924 Loader	Caterpillar Articulated Loader	\$ 140.00
Excavators	Daewoo 300	Daewoo 300	\$ 170.00
	Volvo 210	Volvo Hyd. Excavator EC210BLC	\$ 140.00
	Cat 311	Caterpillar 311 Excavator	\$ 140.00
	Cat 314 w/gradall and thumb	Caterpillar 314 CR	\$ 140.00
	Cat 320 ELRR	Caterpillar 320 ELRR Excavator	\$ 140.00
	Cat 323	Caterpillar 323 Hydraulic Excavator/GPS	\$ 165.00
	CAT 308DCR	Caterpillar 308 DCR Excavator	\$ 125.00
	Cat 335	Caterpillar 335 Hydraulic Excavator	\$ 180.00
	John Deere 300	John Deere 300 Hydraulic Excavator	\$ 180.00
Rollers	Sakai 500 Pad Foot	Sakai 500 Pad Foot	\$ 90.00
	Dynapac Pad Foot 150	Dynapac Pad Foot 150	\$ 90.00
	Case 602 Smooth Drum	Case 602 Smooth Drum	\$ 90.00
	Wacker Roller	Wacker Roller RT82-SC	\$ 75.00
	CAT 433E Smooth Drum	Smooth Drum single vibratory roller	\$ 90.00
	CAT 454 Smooth Drum	Smooth Drum single vibratory roller	\$ 90.00
	2010 Wacker Trench Roller RT82SC2	2010 Wacker Trench Roller RT82SC2	\$ 75.00
	2015 Wacker Trench Roller RTLX-SC2	2015 Wacker Trench Roller RTLX-SC2	\$ 75.00
Motor Graders	John Deer Motor Grader	John Deere Motor Grader	\$ 170.00
Scrapers	Cat 621 B Scraper	Cat 621 B Scraper	\$ 170.00
Breakers	10,000 # Hyd Breaker w/300 Daewoo	10,000 # Hyd Breaker w/300 Daewoo	\$ 350.00
	CAT H65E Hammer w/305E	CAT H65E Hammer w/305E	\$ 175.00
	5,000 #NPK Breaker w/CAT320	NPK Breaker w/CAT320	\$ 300.00
Backhoes/Small Excavators	Terex 760	Terex 760 Extendahoe	\$ 85.00
	Case 580	Case 580	\$ 85.00
	CAT 416E Backhoe	CAT 416E Backhoe	\$ 90.00
	CAT 305E Mini	CAT 305E	\$ 90.00
Trucks	International	Quad Axle	\$ 85.00
	Ford	Tandem Axle	\$ 85.00
	2004 Mack Granite	Tri Axle	\$ 85.00
	2006 Mack Granite	Tri Axle	\$ 85.00
	Pick Up truck with tools	Superintendent/Crew Truck (Daily rate)	\$ 150.00
Tractors	Kenworth Truck With Trailer		\$ 135.00
	Mack Truck With Trailer		\$ 145.00
	Pickup Truck With 6 ton Trailer		\$ 100.00

Labor Rates 2020

Description	Billing Rate/Hr
Grade Foreman	\$ 55.00
Pipe Foreman	\$ 55.00
General Labor	\$ 45.00
Project Superintendent	\$ 60.00
Concrete Foreman	\$ 55.00
Concrete Finishers	\$ 50.00

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 9 Months 6

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Nielson Construction	9 years	3588 Ealy Pl. Harrisonburg, VA 22801	Theresa moonen 540-434-7376
Horne Construction	9 years	1024 Pleasant Valley Pl. Harrisonburg, VA 22801	Wayne Wither 540-434-4259
Lantz Construction	9 years	539 S Main St. Broadway, VA 22815	Chris Weaver 540-896-8911
North Horn	7 years	210 Carlton Pl. Charlottesville, VA 22902	Doug Horn 434-293-6171
Kjellstrom & Lee	7 years	2815 N. Augusta St. Staunton, VA 24401	Matt Holman 540-885-9980

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

Momentum Earthworks LLC by Hans Herman president
 1500 Pleasant Dr. Harrisonburg, VA 22801

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: Momentum Earthworks Preparer Name: Hans Harman

Date: 12/17/20

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: 700293 Certification date: ex. 3/25/24

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: CMB-1097 paving, concrete & excavating services Date Form Completed: 12/7/20

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

Offeror / Proposer: Momentum Earthworks 1500 Pleasant Dr. Rockingham, VA 22801 Hans Harman / 540-746-8826
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)
Momentum Earthworks 1500 Pleasant Dr. Rockingham, VA		700293	Demolition, excavating, paving, concrete, utility, rock & gravel	N/A	N/A

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

RETURN OF THIS PAGE IS REQUIRED

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: _____

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

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

MOMENTUM EARTHWORKS, LLC

is a certified Small

Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 700293

Valid Through: Mar 25, 2024

Accordingly Certified

A handwritten signature in cursive script, appearing to read "Tracey G. Wiley".

Tracey G. Wiley, Director

CERTIFIED

SWaM

Small,
Women and
Minority-Owned

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



Thursday, November 5, 2020

Momentum Earthworks, LLC
1500 Pleasants Drive
Harrisonburg, VA 22801

Re: Hourigan Construction Corporation
411 Franklin Street, Suite 400
Richmond, VA 23219

Good Day,

Below please find the latest EMR rating history for captioned Insured, Momentum Earthworks, LLC.

Policy renewal date it 7/18/2021.

Do not hesitate to be in touch with any questions or concerns!

2020	.81
2019	.81
2018	.82
2017	.86
2016	.89

Thank you,

Codi Heieren

Codi Heieren
Commercial Lines Account Representative
LD&B Insurance and Financial Services
cheieren@ldbinsurance.com
540.438.4123 – Direct
540.433.2796 – Office
540.434.9670 – Fax

Planning for your tomorrow today

205 South Liberty Street ▪ Harrisonburg, VA 22801 ▪ 540.433.2796 ▪ www.LDBinsurance.com



2108 W Laburnum Avenue, Suite 300 (23227)

P.O. Box 17370

Richmond, VA 23226

Office (804) 678-5000

Fax (888) 751-3010

February 6, 2020

RE: Momentum Earthworks
Harrisonburg, VA

To Whom It May Concern:

Momentum Earthworks, LLC is a valued client of McGriff Insurance Services, Inc. and The Cincinnati Insurance Company. Momentum Earthworks, LLC currently has the ability to bond single projects up to \$7,500,000, with an aggregate work program in the \$15,000,000 range. Acceptance for higher single/aggregate levels would certainly be considered upon submission of job details.

If Momentum Earthworks, LLC. is awarded a contract and request that we provide the necessary performance and/or payment bonds, we will be prepared to execute the bonds subject to the surety's acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Consideration and issuance of bonds is a matter solely between Momentum Earthworks, LLC and the surety, and we assume no liability to third parties or to you by the issuance of this letter. Cincinnati Insurance is listed on the U.S. Treasury Departments list of acceptable sureties. Cincinnati Insurance is rated "A+" by A.M. Best.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "C. Pulliam", written over a horizontal line.

Christopher Brandon Pulliam
Vice President - McGriff Insurance Services, Inc.
Attorney in Fact - Cincinnati Insurance Company



MOMEEAR-01

CHEIEREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2020

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

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

PRODUCER LD&B Insurance and Financial Services 802 South Main Street Woodstock, VA 22664	CONTACT NAME: Codi Heieren	
	PHONE (A/C, No, Ext): (540) 438-4123	FAX (A/C, No): (540) 434-9670
INSURED Momentum Earthworks LLC 1500 Pleasants Dr Rockingham, VA 22801	E-MAIL ADDRESS: cheieren@ldbinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ERIE INSURANCE EXCHANGE	NAIC # 26271
	INSURER B: Erie Insurance Company of New York	16233
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Q43-1850924	7/18/2020	7/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q07-1840063	7/18/2020	7/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q31-1870341	7/18/2020	7/18/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Q91-6800318	7/18/2020	7/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation			Q43-1850924	7/18/2020	7/18/2021	Deductible: \$1,000 250,000
A	Rented/Leased Equip			Q43-1850924	7/18/2020	7/18/2021	Deductible: \$1,000 300,000

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

CERTIFICATE HOLDER

For Informational Purposes Only
Not a Valid Certificate

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Codi Heieren

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
09-30-2022

NUMBER
2705147890

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS: H/H

MOMENTUM EARTHWORKS LLC
1500 PLEASANTS DR
HARRISONBURG, VA 22801



Matthew J. Vaughan
Matthew J. Vaughan, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS: H/H

NUMBER: 2705147890 EXPIRES: 09-30-2022

MOMENTUM EARTHWORKS LLC

1500 PLEASANTS DR

HARRISONBURG, VA 22801



RECEIVED AUG 17 2020

DPOR-PC (02/2017)

DPOR-LIC (02/2017)

(DETACH HERE)

References (Professional)

- Mr. Ed Blackwell- Blackwell Engineering, Harrisonburg, VA 540-432-9555
ed@blackwellengineering.com
- Mr. Craig Kotarski- Timmons Group, Charlottesville, VA 434-964-7148
Craig.Kotarski@timmons.com
- Mr. Bill Moore- Balzer and Associates, Harrisonburg, VA 540-294-0258 wmoore@balzer.cc

References (Customer/Contractor)

- Mr. Guy Blundon-Davis Mill LLC- Orange VA 804-248-2205 c blundon@hotmail.com
- Mr. Louis Lopez "LJ" Principal-Milestone Partners Charlottesville, VA
llopez@milestonepartners.com 434-409-1005
- Mr. Tyler Atkins DPR Construction Richmond, VA 804-516-8832 TylerAt@DPR.com
- Mr. Thomas Moomaw- Nielsen Construction- Harrisonburg, VA 540-476-0811
tmoomaw@nielsen-inc.com
- Mr. Kyle Obrien, Town Manager- Town of Broadway ,VA 540-896-5152
kdobrien@town.broadway.va.us
- Mr. Wayne Witmer, President- Harman Construction- Harrisonburg, VA 540-434-4459
wwitmer@harmanconstruction.com

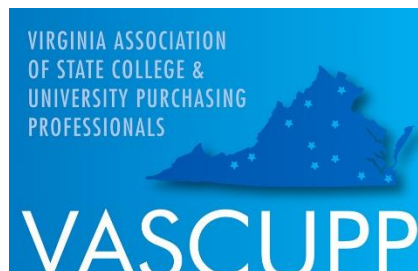


Request for Proposal

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 8th, 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; 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

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	2
VI.	EVALUATION AND AWARD CRITERIA	Page	5
VII.	GENERAL TERMS AND CONDITIONS	Page	6
VIII.	SPECIAL TERMS AND CONDITIONS	Page	13
IX.	METHOD OF PAYMENT	Page	17
X.	PRICING SCHEDULE	Page	17
XI.	ATTACHMENTS	Page	18
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

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

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

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

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

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

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

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

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

- Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

- Z. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- AA. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of **four (4)** successive one year periods under the terms and conditions of the original contract except as stated in 1. And 2. Below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians.

For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

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

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

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

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

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> .

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

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 #
--------	-------------------	---------	---------------------------

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

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

[☐] YES [☐] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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