



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6027

This contract entered into this 3rd day of May, 2021, by US Modular Group East, Inc hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

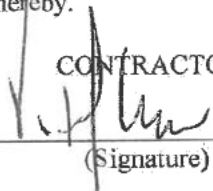
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From 5/3/2021 through 5/2/2022 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-1108 dated February 10, 2021:
 - (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 3/8/2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated 4/29/2021.

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

By: 
(Signature)

Vincent L. Alcarese
(Printed Name)

Title: President

PURCHASING AGENCY:
By: 
(Signature)

CHRIS BEAM
(Printed Name)

Title: SENIOR BUYER



Negotiation Summary

4/29/2021

1. Contact information for US Modular Group East, Inc.:

Name: Vincent L. Alcarese

Phone - 410-557-6563

Email – valcarese@usmge.com

2. US Modular Group East, Inc shall agree to the annual increase amount to be based on the CPI-W scale per renewal.
3. 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.
4. 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
5. The University and US Modular Group East, Inc have an agreement, UCPJMU6027 dated May 3rd 2021 (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Therefore, the University and US Modular Group wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement Yes, I agree. Vincent L. Alcarese 410-557-6563

Both parties hereby agree as follows:

- I. US Modular Group will:
 - A. Pay the University 1% of all sales to accessing entities outside of the VASCUPP membership associated with the Primary Agreement (as the "Publicly Accessible Contract Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II
 - B. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity;

Date: 4/29/2021



II. The University/VASCUPP will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of US Modular Groups logo on the Consortium (VASSCUPP) website

III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the James Madison University and sent to:

Tisha Leeth Director, Cash and Investments
James Madison University, Massanutten Hall
MSC 5711
1031 South Main Street
Harrisonburg VA 22801

REQUEST FOR PROPOSAL

RFP# CMB-1108

Issue Date: 02/10/2021
Title: Modular Building Systems & Storage Containers
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 March 11, 2021 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: **Chris Beahm**, Buyer Senior, Procurement Services, beahmcm@jmu.edu; 540-568-3002; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

US Modular Group East, Inc

3102 Morningside Court

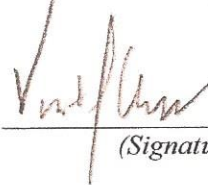
Baldwin, MD 21013

Date: 3-8-21

Web Address: WWW.USMGE.com

Email: valcarese@usmge.com

By:



(Signature in Ink)

Name: Vincent L. Alcarese

(Please Print)

Title: President

Phone: 410-557-6563

Fax #: NA

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 15 Months 11

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 #
Arlington County Public Schools	4 years	2776 Taylors Rd Arlington VA 22206	Steve Bernhart 703-228-6621
Montgomery County Public Schools	15 years	45600 Va Route 20850 Rockville, MD	Tony Miller 240-314-1000
Spotsylvania County Public Schools	12 years	102 S. Hinkley Ave. Bechtel, VA	Harold Miller 410-809-6120
Department of College of Business Center	7 years	800 Rolling Rd. Gaithersburg MD 20878	Glenn Korman 410-861-2548
Chesterfield County Public Schools	1 year	9800 KRAUSE RD Chesterfield VA	Karen Sylvia 804-638-0070

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

John Abramo 610 Lucas Creek Road - Newport News, VA

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: US Modular Green East Inc **Preparer Name:** Vincent L Akman

Date: 3/9/21

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

If yes, certification number: 21-063 Certification date: 1/22/21

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

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

Date Form Completed: 3/9/21

Offeror / Proposer:

Contact Person/No.

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3102 Morningside Court
Baldwin, Maryland 21013
Office: 410-557-6563
Fax: 410-692-0337
sales@usmge.com

Capability Statement

U.S Modular Group East, Inc (USMGE) was established in 2005 and is a supplier of modular buildings and associated services. USMGE is comprised of a project management and sales organization with over 100+ years of industry experience. USMGE provides full turnkey project support and solutions to include building design assistance, engineering, building construction, site development and permitting. USMGE has the organization and sub-contractor network necessary to develop and manage a project from the initial design phase to delivering the keys to our customer. USMGE specializes in managing construction projects with accelerated completion schedules and we have extensive experience in the educational, healthcare, government and commercial/retail markets.

USMGE capabilities include:

- Relocatable and permanent applications
- Multi-story construction
- Steel and concrete construction
- Type 2/non-combustible construction
- Relocation and Reinstallation Services

Each building provided by USMGE is a custom solution. The experienced USMGE team navigates its clients through the complex turnkey process for all phases of the modular building design, construction, site services, permitting and relocation services if needed as well. USMGE also has available a unique modular solution process – Flex-Space, (see www.usmge.com) which allow clients to design their own custom modular footprint. The USMGE Flex-Space systems dramatically accelerates the planning process by providing flexible and near limitless design configurations.

USMGE's goal is to provide its customers the most proficient design and cost effective solutions as well as financial plans (Leasing, Finance Leasing, and Sale) to meet their space needs. US Modular Group East, Inc. is committed to providing its customers with the highest level of customer service and provides true project management, quality control and attention to detail that customers expect and demand. US Modular Group East, Inc. since inception has achieved a high level of repeat business.

Experience

A member of the Modular Building Institute, USMGE has completed projects for private, government and public interests – supplying both permanent and temporary space and full turnkey services:

Client	Contact/Phone	Contract # P	Prime/ Sub	Contract Value	Project SF Size	Project Description
Ft Myer Construction Corp. Crummell Site Redevelopment	Kathi Muttra 202-636-9535	FMCC #9649		\$247,561	2,160	Bus Terminal*
Whiting Turner Contracting	*SEE EXPERIENCE ATTACHED	*		*	*	Various Job sites *
Appoquinimink School 1014 District	Bob Hershey	1014		\$143,000	3,264	Modular Classroom Complex**
Walbridge-Brasfield & Gorrie-Bethesda Naval PX	Kent De Rusha 205-281-5567	5-1739-0110 P		\$ 859,674	1,000	Naval PX -**
Veterans Admin Medical Center	Steve Hayes 866-475-3274	724365		\$ 459,766	5,040	Offices/Exam Rooms
East Baltimore Development Foundation	Linda Lo Cascio 443-604-0351	2065 P		\$ 2,566,301	35,000	Modular Classroom Complex -*
National Institute of Standard Technology	Debra Ann Rosa 301-975-3679	SB1341-09- NC-0400		254,719		Day Care Center
Montgomery County Public Schools	Terry Miller 240-314-1000	6791011 P		\$12,000,210	155,520	Installation/ Relocations - *
Stoddert School-Whiting Turner	David Simon 410-355-4455	2066 12291- #13B		\$ 624,034		Installation/ Relocations - **

*Full Turnkey

**Leasing

III. Company Profile

USMGE, a certified SWaM small business (Certification Number: 690410). **USMGE** goal on all projects is to will make a good faith effort to provide subcontracting opportunities to qualified DBE-certified small business firms.

Number of Employees and Group Members – (8) See Organization Chart Attached

Primary Office location: 3102 Morningside Court, Baldwin, MD 21013

DUNS number: 363089504

CAGE Code:498G2

The following are Résumés for group members to be dedicated to this project and Contact information:

Vincent L. Alcarese – CEO/President

34 years Modular Industry Experience
Office – 410-557-6563
Cell – [REDACTED]
Email: Valcarese@usmge.com

John Aleandro – Sales Manager

32 years Modular Industry Experience
Office – 757-715-5460
Cell – [REDACTED]
Email: Jaleandro@usmge.com

Dave Alcarese – Project Consultant

25 years Modular Industry Experience
Office – 410-557-6563
Cell – [REDACTED]
Email: dalcarese@usmge.com

Ed Thommen – Sales Manager

30 years Modular Industry Experience
Office – 410-453-0853
Cell – [REDACTED]
Email: Ethommen@usmge.com

Adrianna Alcarese – Project Administrator

5 years Modular Industry Experience
Office – 410-557-6563
Cell – [REDACTED]
Email: aalcarese@usmge.com

Ian Keirse – Project Manager

12 years Modular industry Experience
Office – 410-557-6563
Cell – [REDACTED]
Email: lkeirse@usmge.com

USMGE Project Approach and Mythology

US Modular Group East, Inc (USMGE) subscribes to basic construction methodologies in an effort to deliver a project that exceeds its clients expectations in providing the most economical and effective services to ensure adequate delivery and installation of the modular structure in a proper setting.

Design and Build Process: USMGE in providing the modular structure as specified and as delineated in our scope of work will work with the factory engineers to fine tune and re-draw the plans provided if required using modular industry standards to insure complete satisfaction and to make certain color selection and materials are properly ordered.

Project Approach; USMGE will delineate job tasks to it's subcontractors that are best suited to complete the work. **USMGE will** carefully evaluate their progress to provide the best possible modular building utilizing factory and site installed products to be complete **within the contract requirements and reasonable time frame desired by the client.**

Single Point Contact USMGE will dedicate one full time project manager to this project. The project manager has the authority to make decisions pertaining to costs, scheduling, change orders, etc. USMGE's

philosophy is that a successful project begins with a dedicated take control and organized project manager. The project manager will be the customer's primary contact for updates and questions.

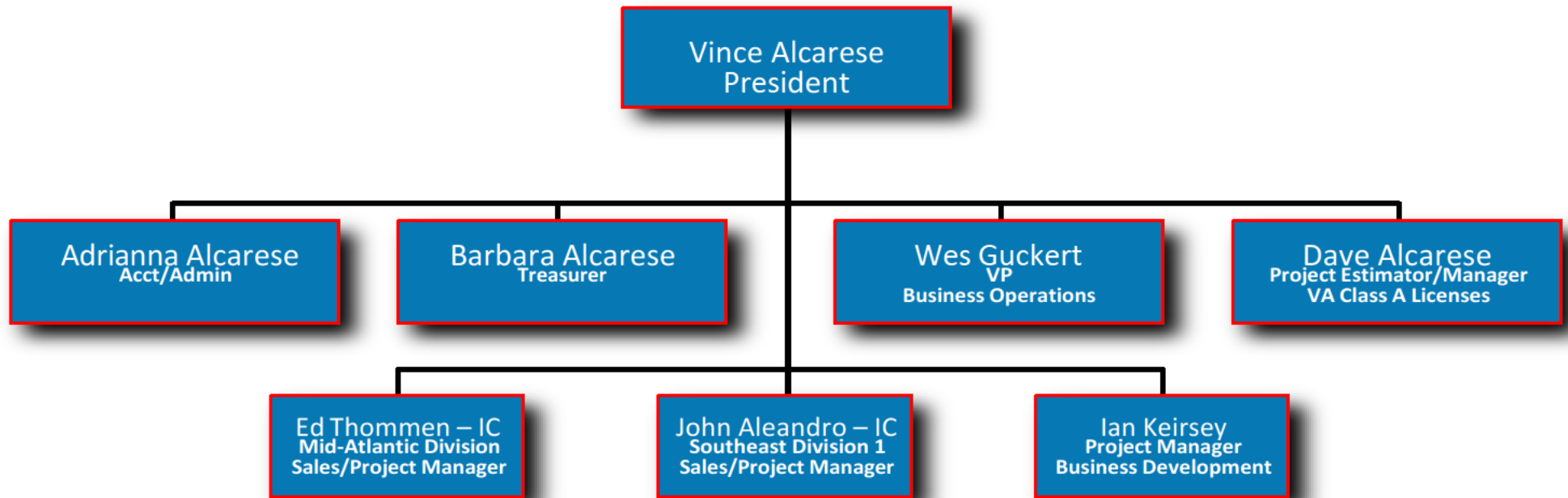
Quality Control Plan/Daily Construction Meetings; USMGE requires that the project manager coordinates daily construction meetings. The meetings provide a forum for the contractors to discuss and coordinate work. In addition, the meetings allow the contractors to voice their concerns, desires and/or conflicts. Our past experience has indicated that contractors will make more of an effort to work together if a team environment exists. As part of our open communication policy USMGE encourages the customer to attend the daily meetings.

Accident Prevention/Weekly Safety Meetings; Safety is one issue that USMGE will not compromise. USMGE's policy is very simple, "The contractors are required to comply with OSHA and the customer requirements for safety or they will not work for USMGE." The weekly safety meetings are designed to review the associated hazards and the safety requirements to complete the tasks. In addition, the project manager continuously emphasizes safety.

US Modular Group East, Inc Contractor Team; USMGE has an excellent relationship with our subcontractors. We consider as true, the saying, "A chain is as strong as its weakest link." We understand that our subcontractors are an extension of USMGE and represent our company. USMGE uses only professional contractors that are trained in their respective trades. USMGE does not want to meet your expectations, we want to exceed them.

Factory Inspection Program; USMGE utilizes this program to insure that its customers receive full value and quality workmanship is achieved. This program saves time and unnecessary delay in building occupancy.



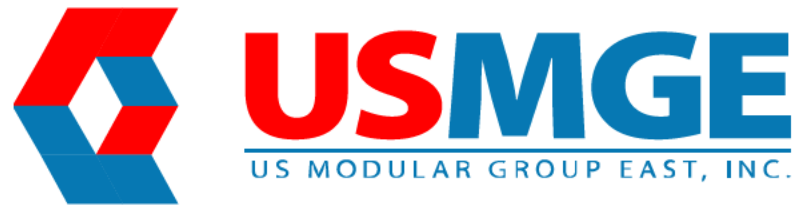


STRENGTH THROUGH **EXPERIENCE**

EXECUTIVE AND BUSINESS SUMMARY



www.usmge.com



THIS IS US Modular Group East, INC

www.usmge.com

We are
Strength Through Experience at Work



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About USMGE

USMGE is a provider of custom modular buildings for the commercial, industrial, education, healthcare, financial, and federal government markets.

USMGE, established in 2005, is comprised of a project management and sales organization with over 100+ years of industry experience. USMGE provides full turnkey project support and solutions to include building design assistance, engineering, building construction, site development, and permitting. In addition, USMGE also specializes in the relocation and reinstallation of modular buildings.

USMGE has the organization and subcontractor network necessary to develop and manage a project from the initial design phase to delivering the keys to our customer. A satisfied customer is our primary objective.

USMGE Customers are its #1 priority. Our commitment is to partner with our customers and provide an unmatched level of service to make your project successful and have a "Customer for Life".

STRENGTH THROUGH EXPERIENCE



Proud Member Of





Why Modular?

- Speed
- Consistency
- Styling
- Versatility
- Durability
- Quality Materials
- Economical

Building on

STRENGTH THROUGH **EXPERIENCE**

Conventional Construction vs. Modular Construction

STRENGTH THROUGH **EXPERIENCE**

Conventional Construction “Good”

- Slow to build
- Sequential construction
- Inconsistent quality due to labor variations, weather and unplanned inspections
- More engineering required for additions
- Customizable
- Permanent
- Same construction materials and steps

Modular Construction “Better”

- Speed and Productivity-up to 50% **faster** to occupancy
- Components arrive up to 90 to 95% complete, allowing parallel construction to **save time**
- Consistent **quality-controlled** manufacturing process, factory inspections integrated within processes
- Components make **expansion** easier
- Customizable
- Permanent
- Same construction materials and steps



Design Support and Services

With you every
step of the way

STRENGTH THROUGH EXPERIENCE



CLIENT TESTIMONIAL:

I want to thank you and USMGE for the effort you put forth this summer to help us develop and deliver specialty locker room buildings for our new athletic complex. The modular units provided are outstanding and meet each of our requirements.

As you know this was an especially challenging project due to the short duration of the project and the necessity to make the units compatible with our historic campus. Throughout the design and construction project, USMGE and you worked diligently to meet Hood's needs and the constraints of the site.

We are very proud of the end product and USMGE should be also. Thanks again for all your efforts.

Sincerely,
R A Kahley
Richard A. Kahley
Director of Facilities Planning
Hood College

Design Support and Services

USMGE project management and technical services team with over 100+ years is dedicated to ensure your satisfaction at every step to include:

- Small and large scale planning to full turnkey service
- Full collaboration with architect during entire project if required
- Efficiencies of scale through USMGE's network of approved manufacturers and industry experienced subcontractors



Site Services

Financial Options

Comprehensive array
of resources

STRENGTH THROUGH **EXPERIENCE**

Solutions at every step:

- **Zoning and Permitting**
- **Installation and Site Services:**
 - Site Preparation
 - Infrastructure Improvements
 - Foundations
 - Rigging and Craning
 - Electrical
 - Mechanical/Plumbing
 - Security & Fire Protection Systems
 - Paving, Curbs, and Sidewalks
 - Decks, Ramps, and Canopies
 - Landscaping

Financial options:

Purchase – Operating Lease – Lease to Purchase
USMGE can help you find the proper asset solution



Full Turnkey Project

This 19,298 square foot school is an example of the excellence of today's modular building capabilities

STRENGTH THROUGH EXPERIENCE



Speed

- Conventional quality in unconventional time
- Completed in 90 Days

CLIENT TESTIMONIAL:

"You did an extraordinary job of meeting our schedule even though we had to keep extending the decision-making deadline. The first three weeks of the modular installation included steady torrential downpours and you didn't let that stop you from keeping the schedule. You worked with us as we made design changes and helped us meet our budget objectives by assisting with value engineering. Your sub-contractors were uniformly courteous and helpful, particularly during the punch list process.

But the most important accomplishment of all was the delivery of a building that provides a safe, attractive environment for learning for the students at the School. In early conversations with children about what they liked most about their new school, they said that "the building is new, and it was made just for us." We are sure that you could tell from the students who spoke at the appreciation event, that they are grateful for what they have received and have received it with joy. Everyone who tours the school is amazed at how nice it is and how substantial it feels. People who were skeptical about modular units have become converts. We look forward to three more expansion phases with you. "

Christopher Shea
Chief Executive Officer
East Baltimore Development, Inc.



Modular Building Relocation Services

STRENGTH THROUGH **EXPERIENCE**



One of the best features of modular construction is the ability to move the structure from one site to another as needed. For many modular customers, adding a structure is a temporary solution to a short-term goal. Relocation services are often utilized by school districts that must rapidly respond to changing demographics.

Our typical full turnkey removal process includes:

- Disconnecting the modular structure from plumbing, electrical service and low voltage systems - such as fire alarms, phone/fax/network, public address and security systems. Cap off exterior connections and seal items in weatherproof boxes
- Removing and disposing of existing decks, steps, and canopies
- Separating modules from each other
- Preparing each module for shipment to new locations
- Backfilling of holes and patching asphalt, as needed
- Transport each module to its new location
- Site restoration

Our typical full turnkey installation process includes:

- Site Preparation
- Refurbish a currently deployed modular building, if necessary
- Transport the module from either the factory or an existing deployment site
- Place the module in the correct position on the site
- Assembly and connection of modules into units
- Construction of decks, steps, and canopies
- Connect the structure to plumbing, electrical and low voltage systems



Why USMGE?

STRENGTH THROUGH **EXPERIENCE**

- **Responsive & Sensitive to the Client's Vision & Mission**
- **Proven Track Record in Meeting & Exceeding Project Schedules**
- **Mission CriticalIt's the Work We Do**
- **Integrating our Project Methodology into all aspects of the project from permitting to occupancy**
- **Proven Track Record of Satisfied and Repeat Clients**
- **The USMGE team is comprised of industry experienced professionals dedicated to customer service**
- **Staff of Industry Leaders**
- **USMGE brings financial stability and established resources to every project**



Project Services and Management Team

STRENGTH THROUGH **EXPERIENCE**

The following are resumes for full time team members to be dedicated to your project and Contact information:

Vincent L. Alcarese – CEO/President
34+ years Modular Industry Experience
Office: 410-557-6563
Cell: _____
Email: valcarese@usmge.com

Ian Keirsev – Business Development
/Project Manager
13+ years Modular Industry Experience
Office: 410-557-6563
Cell: _____
Email: ikeirsev@usmge.com

Barbara Alcarese – Treasurer
16+ years Modular Industry Experience
Office: 410-557-6563
Cell: _____
Email: balcarese@usmge.com

Dave Alcarese – Advisor
25+ years Modular Industry Experience
Office: 410-557-6563
Cell: _____
Email: dalcarese@usmge.com

Wes Guckert – VP/Business Operations
14+ years Modular Industry Experience
Office: 410-557-6563
Cell: _____
Email: wguckert@usmge.com

Ed Thommen – Sales Manager (IC)
Mid-Atlantic Division
34+ years Modular Industry Experience
Office: 410-557-6563
Cell: _____
Email: ethommen@usmge.com

John Aleandro – Sales Manager (IC)
Southeast Division
29+ Years Modular Industry Experience
Office and Cell: _____
Email: jaleandro@usmge.com

Adrianna Alcarese – Administration
Office: 410-557-6563
Cell: _____
Email: aalcarese@usmge.com



USMGE™ Experience

**252 s.f. Drive thru Coffee
Kiosk to 40,000 s.f. Single
and Multi-Story Projects**

STRENGTH THROUGH EXPERIENCE

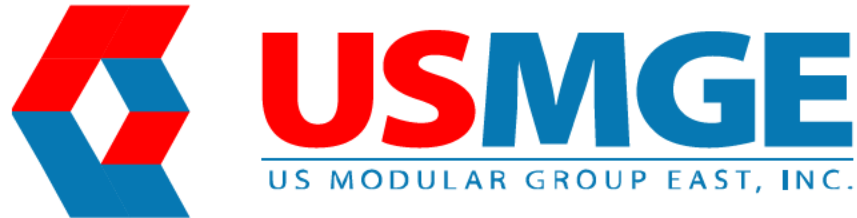
- Abbottstown Sewer Authority
- American Infrastructure
- American Veteran Construction Company
- Appoquinimink School District
- Arlington Public Schools
- Baltimore County Public Schools
- Baltimore Scrap, Inc.
- Board of Education Prince George's County
- Baltimore Gas and Electric Company
- Brawner Builders
- Carroll County Public Schools
- Catonsville Community College
- Charles Vinzant Construction Co
- Chesapeake Bay Packing
- City of Norfolk
- County School Board of York County, VA
- Crofton Diving
- Department of the Navy
- Dustin Construction
- East Baltimore Development Foundation
- EcoPort, Inc.
- EDiS Company
- Essex Community College
- Fort Myer Construction Corporation
- Friends School
- Gilman School
- Green Bean Coffee Co.
- Harrisburg Community College
- Harford County Public Schools
- Henley Construction
- Hess Construction + Engineering Services
- Hood College
- Howard County Public School System



USMGE™ Experience

STRENGTH THROUGH **EXPERIENCE**

- Keystone Plus Construction
- Kiewit Federal Group
- King of Glory Church
- Lafarge North America
- Lindsay Ford of Wheaton
- Maryland Dept. of Transportation MD Transit Administration
- Montgomery County Public Schools
- Morgan State University/Horton & Barber Construction
- National Institute of Standards and Technology
- NEX Naval Station Norfolk
- Northrop Grumman
- Office of Human Affairs
- OPEFM
- Paul Public Charter School
- Petrie Ross, Inc.
- Phillips Way, Inc.
- Prince William County Public Schools
- Prince William Plaza, LLC
- PWC Campbell
- Seed School
- Shoshanna S. Cardin
- St. John's Evangelist Catholic Church
- Stoddert School
- Temple Oheb Shalom
- The Father's House
- The Phoenix Corporation
- The Verde Group
- Towson Mechanical, Inc.
- Turning Point Academy Public Charter School
- Urban N. Zink Contractor, Inc.
- US Concrete Products
- VDOT Accomac Residency Office
- Walbridge-Brasfield & Gorrie Joint Venture
- Whiting Turner
- Woodberry Construction Co., Inc.



Our customers are our #1 priority. Our commitment is to partner with each customer to provide an unmatched level of service, making our project successful and creating a "Customer For Life".

www.usmge.com

3102 Morningside Ct. Baldwin, MD 21013 Phone: 410-557-6563 Toll Free: 1-866-90-USMGE

Zone Map



List of member institutions by zones

George Mason University (Fairfax)

University of Mary Washington (Fredericksburg)

Longwood University (Farmville)

University of Virginia (Charlottesville)

Virginia Commonwealth University (Richmond)

University of Virginia - Wise (Wise)

James Madison University (Harrisonburg)

College of William and Mary (Williamsburg)

Zone 8

Virginia Tech (Blacksburg)

Radford University (Radford)



Ed Thommen
3102 Morningside Court
Baldwin, MD 21013
Office: 410-453-0853
Fax: 410-453-0819
Cell: [REDACTED]

March 8, 2021

Chris Beahm
JMU Procurement Services
752 Ott St. Wine Price Building
First Floor Suite 1023
Harrisonburg, VA 22807

RE: 12x40 **NEW** MODULAR BUILDING RFP-CMB-1108

Thank you for the opportunity to provide pricing for James Madison University.

The building proposed installation and sale price are as follows:

A – Building Price	\$31,210
B – Bond	\$1,200
B – (2) 5x5 Decks with Steps	\$5,450
C – Installation	\$4,890
D– Inbound Freight	\$3,980
E - Permitting	NA
F – Electrical Connections	NA
G- Plumbing Connections	NA

Standard Installation Scope of Work:

Standard block, level, set on ABS pads, seam, seal, tie down and skirt (vinyl) on solid level ground (2% maximum grade) –delivered to an unobstructed site.

NOTE CLARIFICATIONS ENCLOSED-

Schedule "A" Page 1 of 4 ____ Initial ____ Date ____

Enclosed for your review is our standard USMGE sale agreement. If acceptable, please sign and Initial/Date the enclosed schedule "A" and return via Email - ethommen@usmge.com. Upon receipt of these documents and USMGE Corporate credit approval a delivery date will be provided.

Once again, we thank you for the opportunity to be of service and to add you to our growing list of satisfied customers.

Sincerely,

Ed Thommen
Sales Manager
US Modular Group East, Inc

Schedule "A" Page 2 of 4 _____ Initial _____ Date _____



CLARIFICATIONS

Set-up is for standard typical only. Customer must advise if county or state requires additional blocking or other items to meet their code. Site visit must be made prior to contract execution.

Proposed building does not include exterior Fire Rated assemblies. If Fire Rated assemblies are required, due to locations of the module to existing building and/or property lines, US Modular Group East, Inc. will provide at an additional cost.

Steps, decks, platforms and walkways provided by others.* - Unless quoted.

Permitting: Buyer shall bear the cost of obtaining all permits, licenses and insurance required unless quoted.

Utility company service/meter work and related costs by others.

USMGE is not responsible for water under building.

Pricing provided is an estimate only as outlined above, other costs incurred if required will be the responsibility of the customer with the exception of transportation of the modular building. Not responsible for county delays or interpretation that vary from this proposal.

Above figures do not include sales and use tax.

Quote based on customer signing standard US Modular Group East, Inc. Sale Agreement.

Miss Utility must be contacted 48 hours prior to set-up and area must be marked.

Proposal firm for thirty days.

An assumed soil bearing capacity of 3000 psf at existing/finished or at frost line.

Footers if required by others unless quoted.

Schedule "A" Page 3 of 4 ____ Initial ____ Date ____

Classified excavation-dirt only-all other materials encountered will be considered extra work for which USMGE will be reimbursed via a change order.

Excavated dirt shall be removed from site or spread on site.

The customer is responsible to insure that at all times water is not present under the structure.

All underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade by Miss Utility.

All dimensions provided are nominal.

Placement of module(s) to be accomplished by the use of truck.

Unless otherwise noted, color selection(s) and materials to be made from manufacturer are standard.

Storm water management/erosion and sedimentation control by others.

A staging area located adjacent to the work site.

Multiple potable water/sanitary sewer/electrical drops through floor--utility connections to these drops and extensions finished and installed by others. Manifolding and electrical crossover connections by others.

All protection Systems by others including but not limited to sprinkler, security and fire alarm systems.

This proposal is based on US Modular Group East, Inc. providing a building which meets or exceeds the requirements of IBC code. Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the buyer.

Pricing based on non-union, non-prevailing wage rates.

The transaction is subject to US Modular Group East, Inc credit approval.

Payment Term Sale:

- 3. 25% of contract amount on execution.**
- 4. 65% due upon building delivery.**
- 5. Payment due in full prior to occupancy.**

Schedule "A" Page 4 of 4 ____Initial ____Date____



Ed Thommen
3102 Morningside Court
Baldwin, Maryland 21013
Office: 410-453-0853
Fax: 410-453-0819
Cell phone: [REDACTED]
ethommen@usmge.com

Specifications

12x40 Modular

James Madison University

Models

2021

Specifications

480.00 11'-8" Singlewide (Base)

(1) 11'-8" x 40'-0" Modules *** Nominal 12' x 40' ***

480.00 Modules less than 46'

Occupancy: Business

State Code Requirements & Insignias

IBC / Virginia

Virginia State Approval

State Codes Only - No Local Codes Are Quoted

ASCE/SEI 7

All design data is per the requirements of ASCE/SEI 7 standards,
(unless otherwise noted local requirements are not considered or
included)

Seismic Zone "B"

{Seismic data is based on site soil class D "Stiff Soil"}

Risk Category II

120 MPH Wind Speed

Ultimate Wind Speed

(Vult)

16lb. ground snow load

Roof live load 20 lb.

Floor Loads Business Occupancy

100 lb. Live Load (Corridor) 50 lb Live Load (Offices) and 2,000 lb.
concentrated load over 30" x 30" areas

Destination:

Virginia

Chassis

40.00 11'-8" wide outrigger w/ 95.5" I-Beam spacing

Outriggers & Crossmembers spaced (As Required)

12" I-Beams (M12x10)

Hitches are detachable.

I-beam will be sized as required.

New tires

Axle quantity will be calculated as required.

Under-slung axles are included.

{Box-out for under-slung axles}

Floor Section

Standard bottom board material
2"x8" Floor joist @ 16" O.C. (12' Wide Modules)
Floor includes R-30 unfaced Insulation batts
5/8" Floor sheathing/decking
480.00 VCT {Armstrong brand} Installed per the print

Wall Section

2x6 Exterior wall height 8'-0"
{Double top-plate on exterior walls, as required}
Exterior wall includes R-19 unfaced Insulation.
(Requires 2"x6" minimum exterior walls)
1/2" VCG (Vinyl covered gypsum)
104.00 4" VCB {Vinyl Cove Base}

Interior Doors Section

1.00 Please note that no interior walls or interior doors are included in this proposal.

Roof/Ceiling Section

Truss spacing @ 24" O.C.
(UT12w)Box truss(Dbl. or Sing. Box Peak- Eng'd)
{Engineered truss}
Roof includes R-38 unfaced Insulation.
7/16" x4 x8 EPDM underlayment
Roof covering: 45 mil. Black EPDM
1/2" Pre-finished sea-spray ceiling (Singlewide)
Ceiling finish is 8'-0" above finished floor
No over-hang/projection on the roof
Attic ventilation per code
1.00 Power gable vent with passive gable vent is needed}

Plumbing Section

NO plumbing included

Electrical Section

1.00 Panel type: Standard 100 AMP
6.00 Standard surface mounted 232 fluorescent lights
{This is a standard diffused fluorescent light fixture with wraparound prismatic type lens, electronic ballast & T-8 bulbs}
1.00 Standard 60watt porch light with photo cell
1.00 Wall Mounted Occupancy Sensor
1.00 Combo dual head emergency light/exit sign
1.00 Exterior emergency light remote heads as required.
{Exterior type to match porch lights.}
4.00 2"x4" junction box with 3/4" conduit (standard)
{These junction boxes will be stubbed-up into the attic cavity for T-grid unless otherwise instructed by the customer on the print &

stubbed into the crawl-space on all other ceiling types unless otherwise instructed; all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others}
110 Volt receptacles @ approximately 12' O.C.

{Standard}

Receptacles / Switches / Covers are white

1.00 Exterior use GFI w/ weatherproof cover

{In use type with exterior rated GFI receptacle}

Standard race-way: 12-2 Romex wiring

HVAC Section

1.00 1-1/2 Ton wall-mounted unit w/ 10kw heat strip

36.00 Linear feet of fiberglass supply duct with grilles

8.00 Linear feet of fiberglass return duct w/ grilles

{Oversized as needed}

Plenum chase wall per the print

{Ducted return air to the HVAC unit}

1.0 7-day Programmable T-stat (HVAC)

2.0

Cabinets & Furnishings

NO cabinetry quoted

Exterior Section

Sierra style hardi panel siding (singlewide)

{Includes standard Hardi trim unless quote states otherwise below}

104.00 Sierra Hardi mansard

(False mansard)

{Includes standard Hardi trim unless quote states otherwise below}

Page 5 of 9

Exterior Section

Sheathing installed as per applicable requirements.

Standard house wrap installed 100%

{All wrap installed right side up & in a shingled fashion}

Windows Section

4.00 24x54 VS White vinyl frame & tinted ins. glass

(Low E)

4.00 Vinyl mini blinds

{Standard colors only}

Exterior Doors Section

1.00 36"x80" Steel/Steel ext door 10"x10" VB

1.00 Standard lever (Tell Grade 2 Keyed)

1.00 Standard closer

Clarifications & Exceptions

CLARIFICATION TYPE: HVAC LOADS

Please note that the amount of fresh air quoted within this proposal may have effect on the number of occupants that are allowed inside this building for extended periods. Please call to discuss this matter if applicable.

CLARIFICATION TYPE: "NO" IMPLIED SPECIFICATIONS

Please note that there are "NO IMPLIED SPECIFICATIONS". If any item is not listed on this quotation (or is in question), it is not assumed

to be included. Please call to discuss any item that may be in question.

CLARIFICATION TYPE: QUOTE EXPIRATION

Please note that this quotation is only good for 15-days from issuance.

Please call or contact a salesperson for an updated quotation if this quotation is older than 30-days.

CLARIFICATION TYPE: FOUNDATIONS

Please note that TMSI engineered plans only include a TYPICAL foundation. TMSI is NOT responsible for local approval of the foundation, soil conditions, other foundation work or work related to the foundation. Foundations are not site-specific and will NOT reflect all conditions of a specific site.

CLARIFICATION OF DISCREPANCIES #1:

Please note that any discrepancy in the quotation and the drawings will be governed by the signed customer drawing. Please note that these Clarifications and Exceptions are a part of our quotation and will be part of any contractual agreement.

CLARIFICATION OF DISCREPANCIES #2:

Please note that any discrepancy between the "Clarifications and Exceptions" and either the quotation or RFP will be governed by the Clarifications and Exceptions".

CLARIFICATION ON LOCAL ORDINANCES:

Please note that Titan Modular Systems, Inc. is not responsible for local codes or ordinances.

BONDING DISCLAIMER

Please note that USMGE is not responsible for any bonding and/or liquidated damages.

DISCLAIMER OF FURNITURE & APPLIANCES

Please note that all furniture {tables, chairs, desks, waste baskets, wardrobes, file cabinets/closets, binders, garbage disposal(s)} as indicated on the drawings, appliances, projectors, projector screens and other office equipment is entirely by others.

CLARIFICATION OF DIMENSIONS:

Please note that the exterior dimensions of the building are from raw exterior stud (Outer) to raw exterior stud (Outer) and the interior dimensions are from raw inside stud to raw inside stud. Modules sizes are as quoted in the specifications section.

DISCLAIMER OF SIGNAGE

Please note that no interior or exterior signage is included. Any and all signage is entirely by others.

FLOOR FINISH DISCLAIMER

Please note that all final cleaning, final mopping, "Any & All" coat(s) of commercial coat sealer and "Any & All" coat(s) of polish as recommended by flooring manufacturer (when applicable as with VCT) shall be entirely by others (At the site).

leveler for mate-line or otherwise, fasteners for mate-line materials (Except structural), fire caulk & painter's caulk).

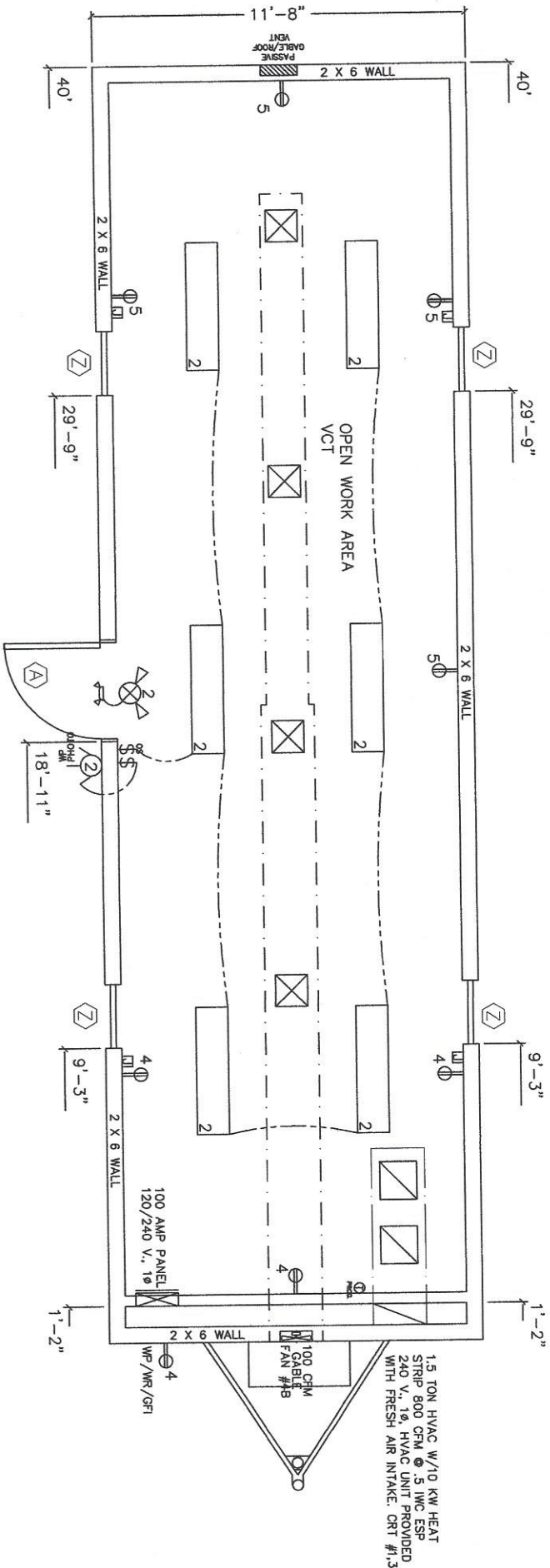
CLARIFICATION ON "I" BEAM SPACING:

Please note that "I" beam spacing and size will be per the TMSI quote, regardless of the customer specification. attached).

CLARIFICATION ON EXP. "D"

Please note that this building is not designed for an "Exposure D"(Beach or coastline) construction.

STRENGTH THROUGH **EXPERIENCE**



PUBLISH DATE: -		CHANGE ORDER #		DATE:	
TITAN MODULAR SYSTEMS, INC 162 INDUSTRIAL DRIVE ALMA, GA 31510 PH: (912) 632-3344 FX: (912) 632-3345		DEALER:		REVISION/DATE:	
		USMGE		1. 2.	
		SERIAL #		3. 4.	
		TMS-		5. 6.	
SIZE:		QUOTE #		OCCUPANCY:	
(1)11'-8" X 40'-0"		25119		BUSINESS	
DRAWN BY:		DATE:		DRAWN BY:	
WIND SPEED(s): 120 MPH Valt		3/8/2021		ELLIOTT BUSTOS	
ROOF LOADS: 16# CSL		SCALE:		CODE:	
FRAME: 2"x8" JOIST, OUTRIGGERS 96" O.C.		1/4" = 1'		IBC	
TRUSSES & SPACING: 24" O.C.				V-B	
				VA	
ATTENTION: "ALL DIMENSIONS & MEASUREMENTS ARE FROM RAW STUD TO RAW STUD"					

DOOR SCHEDULE		WINDOW SCHEDULE	
(A)	3680 - STEEL DOOR W/10"x10" SAFETY GLASS VIEW BLOCK - STEEL JAMB - CLOSER - LEVER HARDWARE	(Z)	2454 - VERTICAL SLIDER DP 30 INSULATED LOW-E TINTED GLASS VINYL FRAME - VINYL MINI BLINDS

CUSTOMER APPROVAL	
DATE:	
SIGNATURE:	

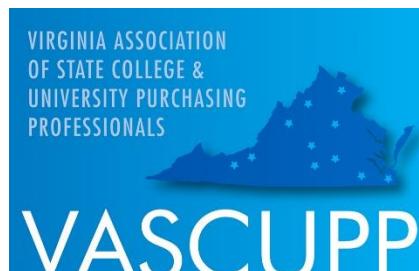


Request for Proposal

RFP# CMB-1108

**Modular Building Systems & Storage
Containers**

02/10/2021



REQUEST FOR PROPOSAL

RFP# CMB-1108

Issue Date: 02/10/2021

Title: Modular Building Systems & Storage Containers

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 March 11, 2021 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: **Chris Beahm**, Buyer Senior, Procurement Services, beahmcm@jmu.edu; 540-568-3002; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By:

(Signature in Ink)

Name:

(Please Print)

Date:

Title:

Web Address:

Phone:

Email:

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # CMB-1108

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide modular building systems and shipping container solutions for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

This Request for Proposal (RFP) is part of a competitive procurement process which allows for negotiation of goods and services. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation used in this case should not be confused with the process used in competitive sealed bidding.

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>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its Members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

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 University seeks to find contractors with expertise in both sales and rentals of Modular Building Systems and Storage/Shipping Containers. Vendors may provide one or both of the requested products.

Modular Building Systems

- A. James Madison University seeks to contract for the services of modular building vendor(s) with expertise in all phases of the work associated with the design modification, construction, site preparation, transportation and installation of a turn-key modular building. The work may

include, but is not limited to, modular building construction, pre-construction design modification, site design and preparation, permitting, modular transportation, installation, tenant improvement and commissioning of the modular building.

- B. Contractor shall have offices located within the State of Virginia.
- C. Contractor shall have a Virginia Class A Contractor's License is required. Include a copy of Virginia Class A License within proposal.
- D. Contractor shall prove ability to be bonded. Include a letter from insurance company showing proof of bonding ability.
- E. Contractor shall have an in-house project manager. Project manager shall have a minimum of 10-30 hours of OSHA training.
- F. All subcontractors must be approved by the Agency's project manager.
- G. Contractor shall warrant the work, and supply written verification of warranty to the project manager. Warranty requirements shall be provided by the Agency on a per project basis for consideration in each proposal.
- H. Contractor shall comply with all applicable federal, state, local and Agency regulations in the performance of this work.
- I. Contractor shall have sufficient resources to be able to work multiple projects at the same time.
- J. Contractor shall provide Agency with all project design documents to include foundation and site work when required by the Agency. Agency will submit to DEB for review. Contractor shall make requested changes as many times as required to obtain DEB approval. Agencies that are not required to go through DEB, documents shall be reviewed by the proper authorities having jurisdiction.
- K. Contractor shall show proof of experience in working with DEB.

Storage/Shipping Containers

- A. The contractor(s) shall provide all labor supervision, equipment, tools, parts, and materials, as necessary, to Agency or Authorized Representative for moving or storage services as outlined below.
- B. Contractor shall be able to meet the needs for any and all storage containers, not limited to stationary and portable storage.
- C. Provide moving and/or on-site storage of goods on interstate, intrastate, or local transportation basis and in-transit storage.
- D. Contractor's employees shall conduct themselves in a professional manner and be respectful to all Agency personnel or associates they interact with.

- E. Contractor shall arrive with any and all of the proper equipment required to perform required services.
- F. Contractor shall provide information and services to Agency or Authorize Agency representative, including but not limited to packing, moving, in-transit storage, on-site storage, unpacking, insurance of any stored or transported material, and discarding of any and all debris.
- G. Contractor shall provide an estimate to the Agency prior to beginning services for approval. If approved the Agency will issue an eVA purchase order to Contractor.
- H. Contractor shall provide or assist in arranging supplemental services relating to the move or storage of goods.
- I. Contractor shall have current permits and licenses required to provide any and all services described.

DESCRIBE STATEMENTS: *Be sure to address the following statements within proposal.*

- 1. Describe Contractor's ability to provide services for all phases of modular construction. Phases include, but not limited to, financing (lease, rent or purchase), pre-construction/site work, permitting, installation, building design, construction, tenant improvement, and commissioning of modular buildings.
- 2. Describe Contractor's ability to service any location within the State of Virginia. If your proposal is limited by geography, please identify the particular regions you propose to provide goods and services in.
- 3. Fully describe the qualifications, capabilities, and experience of your firm, in providing the requested services, to include the size of the company, and number of employees.
- 4. Provide an organizational chart indicating each individual and their position that will be associated with this contract. Also indicate each representative's name and contact information that will be responsible for each region in the State of Virginia.
- 5. Provide a statement that indicates whether or not your firm has been subject to OSHA inspections by State and/or Federal agencies, and the results of these inspections, including citations, if any.
- 6. Provide information regarding any contract than 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) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<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	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been

conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the

Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

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

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

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. 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. **[NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.]**

- AA. 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. **[NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.]**

- BB. 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. **[NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.]**

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

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

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

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

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

- Q. **ELECTRICAL EQUIPMENT STANDARDS:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

Pricing shall include a base list rate and a discounted rate for Agencies. Pricing shall include any additional set-up, moving, miscellaneous pricing or fees.

Describe all of your company's products and the pricing associated with those products. Pricing will be used as a basis for review. Agencies will be required to contact the awarded vendor with specification/requirements for a thorough estimate.

EXAMPLE: Modular Building Systems

Building Size	List Rate	Discounted Rate
12 X 40 Ft. Building	\$	\$

EXAMPLE: Storage/Shipping Containers

Container Size	List Rate	Discounted Rate
40 Ft. Container	\$	\$

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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