



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6954

This contract entered into this 6th day of August 2024, by River City Enterprises, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From August 9, 2024 through August 8, 2025 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1207 dated April 9, 2024:
 - (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) Addendum #1, dated May 8, 2024
- (3) The Contractor's Proposal dated May 7, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated August 6, 2024.

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

CONTRACTOR:

PURCHASING AGENCY:

By: Eugene Thomas
(Signature)

By: Michael Morrison
(Signature)

Eugene Thomas, Jr
(Printed Name)

Michael Morrison
(Printed Name)

Title: Principal

Title: Buyer Senior

NEGOTIATION SUMMARY

RIVER CITY ENTERPRISES, LLC

RFP# MPM-1207 FLOORING: ON DEMAND MATERIALS & SERVICES

8/6/2024

The Primary Point of Contact for this Contract is:

Gene Thomas

804-325-4010

eugene@rivercityenterprises.net

GENERAL:

1. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
2. Parties agree that this Negotiation Summary modifies RFP# MPM-1207 and the Contractor's initial response to RFP# MPM-1207, and in the event of conflict this negotiation summary shall take precedence.
3. Contractor agrees that all exceptions taken within their initial response to RFP# MPM-1207 that are not specifically addressed within this negotiation summary are null and void.
4. River City Enterprises, LLC agrees that the terms and conditions as stated in the RFP will govern and be abided by.

PRICING SCHEDULE:

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable. The following pages, taken from the RFP and edited where negotiated, represent the agreed-upon pricing for this contract.

Misc. Fees		
Charge Card Processing Fees:	0	%
Any extra travel will meet GSA standards.		
Warehousing Fee:		
<ul style="list-style-type: none">• Up to 30 days: no charge• 31-60 days: 5% of material cost• 61+ days: 10% of material cost		

NEGOTIATION SUMMARY

RIVER CITY ENTERPRISES, LLC

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Service Rates									
<i>Project Manager</i>									
Labor Rate \$/hour		\$65.43							
<i>Lead Installer</i>									
Labor Rate \$/hour		\$29.00							
<i>Installer</i>									
Labor Rate \$/hour		\$20.00							
<i>Laborer</i>									
Labor Rate \$/hour		\$16.21							
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Service Rates									
<i>Project Manager</i>									
Labor Rate \$/hour		\$98.15							
<i>Lead Installer</i>									
Labor Rate \$/hour		\$43.50							
<i>Installer</i>									
Labor Rate \$/hour		\$30.00							
<i>Laborer</i>									
Labor Rate \$/hour		\$24.31							

- Rubber sf with strip. \$27.00 material
- Vinyl with strip \$23.00/sf

Unit Pricing

	Item or Service	Unit of Measure Included	Price	Discount	Total
	Labor Demo				
1	Remove Stretched in Carpel	Square Foot	0.72		\$0.72
2	Remove Glued Down Carpet	Square Foot	\$0.72		\$0.72
3	Remove Carpet Tile	Square Foot	\$0.72		\$0.72
4	Remove VCT	Square Foot	\$1.75		\$1.75
5	Remove Rubber Tile	Square Foot	\$2.00		\$2.00
6	Remove 4" Cove Base	Lineal Foot	\$0.45		\$0.45
7	Remove 6" Cove Base	Lineal Foot	\$0.60		\$0.60
8	Remove LVT (wood subfloor)	Square Foot	\$1.75		\$1.75
9	Remove LVT (concrete subfloor)	Square Foot	\$1.75		\$1.75
10	Demo Equipment	Per Day	\$425.00		\$425.00

11	Demo Disposal (all types)	Square Foot	\$0.50		\$0.50
12	Remove Stair Treads	Lineal Foot	\$3.00		\$3.00
	Labor Installation				
13	Broadloom Carpet Without Pattern	Square Foot	\$0.77		\$0.77
14	Broadloom Carpet With Pattern	Per Job	Per Job		Per Job
15	Carpet Tile Without Pattern	Square Foot	\$0.77		\$2.77
16	Carpet Tile With Pattern	Per Job	Per Job		Per Job
17	Vinyl Composition Tile (VCT) Without Pattern	Square Foot	\$0.95		\$0.95
18	Rubber Tile Without Pattern	Square Foot	\$2.45		\$2.45
19	4" Vinyl Cove Base	Lineal Foot	\$0.80		\$0.80
20	6" Vinyl Cove Base	Lineal Foot	\$1.10		\$1.10
21	4" Rubber Cove Base	Lineal Foot	\$0.80		\$0.80
22	6" Rubber Cove Base	Lineal Foot	\$1.10		\$1.10
23	Luxury Vinyl Tile (LVT)	Square Foot	\$1.60		\$1.60
24	Stair Treads	Lineal Foot	\$10.00		\$10.00
25	Riser Material	Lineal Foot	\$2.50		\$2.50
	Preparation		\$2.50		\$2.50
26	Remove Adhesive (Dry Only)	Square Foot	\$0.65		\$0.65
27	Skim Coat Floor	Square Foot	\$0.95		\$0.95
28	Crack Supplement	Lineal Foot	\$8.00		\$8.00
29	Self leveling	Per Bag	\$65.00		\$65.00
30	Moisture Mitigation (material and labor)	Square Foot	\$8.50		\$8.50
31	1/4" Underlayment	Square Foot	\$2.75		\$2.75
32	OVERTIME LABOR EXCLUDED				
33	FURNITURE RELOCATION EXCLUDED				
34	Minimum Labor Rate	Per Trip	\$375.00		\$375.00
35	FULL CARTON PRICES WILL APPLY				
	SPLIT CARTONS ARE NOT AVAILABLE				
	Sundries				
36	Mapei Eco-811	4 Gallon Pail	\$195.65		\$195.65
37	Mapei Eco-373	4 Gallon Pail	\$177.80		\$177.80
38	Mapei Eco-575	30 oz Cartridge	\$9.75		\$9.75
39	Chapco SS-3	4 Gallon Pail	\$65.98		\$65.98
40	Ardex Feather Finish	Per Bag	\$30.80		\$30.80

41	Ardex K-10	Per Bag	\$59.00		\$59.00
42	Ardex K-60	Per Unit	\$98.80		\$98.80
43	Ardex Artifix	Cartridge	\$92.00		\$92.00
44	Johnsonite 965	4 Gallon Pail	\$226.80		\$226.80
45	Johnsonite 930	Cartridge	\$59.40		\$59.40
46	Interface Tactile	Per Roll	\$125.00		\$125.00
47	Grid Set 2000	4 Gallon Pail	\$265.00		\$265.00
48	Shaw 200	4 Gallon Pail	\$193.00		\$193.00
49	Shaw 9050	4 Gallon Pail	\$107.00		\$107.00
50	Siga Tape 1 1/4"	Per Roll	\$81.89		\$81.89
51	Contact Cement	1 Gallon Pail	\$42.00		\$42.00
52	Shaw LokWorx	Per Pail	\$265.00		\$265.00
53	Mapei Eco-711	4 Gallon Pail	\$85.00		\$85.00
54	Primer APPLICATION	Square Foot	\$0.35		\$0.35
	Transitions				
55	Install Vinyl Transitions	Lineal Foot	\$3.25		\$3.25
	Flooring Products				
	INTERFACE FLOR CARPET TILE				
56	Mainline Tile	Square Foot	\$4.71	15.00%	\$4.00
57	Sidetrack Tile	Square Foot	\$4.71	15.00%	\$4.00
58	Detours Tile	Square Foot	\$4.71	15.00%	\$4.00
59	Detours Ahead Tile	Square Foot	\$4.71	15.00%	\$4.00
60	Quickship Tile	Square Foot	\$4.65	15.00%	\$3.95
61	Open Air Tile	Square Foot	\$4.41	15.00%	\$3.75
62	The Standard Tile	Square Foot	\$4.12	15.00%	\$3.50
	INTERFACE FLOR LVT				
63	Steady Stride LVT Varies	Square Foot	\$5.59	15.00%	\$4.75
64	Level Set LVT Varies	Square Foot	\$7.35	15.00%	\$6.25
	MANNINGTON MILLS CARPET TILE				
65	Everywhere Tile	Square Foot	\$6.73	15.00%	\$5.72
66	Ruffian Tile	Square Foot	\$11.94	15.00%	\$10.15
67	Align Tile	Square Foot	\$5.42	15.00%	\$4.61
68	Crosstalk Tile	Square Foot	\$6.32	15.00%	\$5.37
	SHAW INDUSTRIES CARPET TILE				\$0.00

69	Encounter Tile	Square Foot	\$3.94	15.00%	\$3.35
70	In Sync Tile	Square Foot	\$4.20	15.00%	\$3.57
71	Floor Architecture Tile	Square Foot	\$4.20	15.00%	\$3.57
72	Diffuse/Disperse Tile	Square Foot	\$4.33	15.00%	\$3.68
73	Disperse Color Tile	Square Foot	\$4.33	15.00%	\$3.68
74	Places Tile	Square Foot	\$4.59	15.00%	\$3.90
75	Canopy Tile	Square Foot	\$4.85	15.00%	\$4.12
76	Kindred Tile	Square Foot	\$4.85	15.00%	\$4.12
77	Color at Work Tile	Square Foot	\$5.38	15.00%	\$4.57
78	Stepping Out Tile	Square Foot	\$7.32	15.00%	\$6.22
	SHAW INDUSTRIES BROADLOOM CARPET				\$0.00
79	Grown Below B/L Carpet	Square Foot	\$3.41	15.00%	\$2.90
80	Reminisce/Stay B/L Carpet	Square Foot	\$3.51	15.00%	\$2.98
81	Layer B/L Carpet	Square Foot	\$4.88	15.00%	\$4.15
	SHAW INDUSTRIES LVT				\$0.00
82	Terrain II LVT	Square Foot	\$4.87	15.00%	\$4.14
83	Compound Cast LVT	Square Foot	\$5.74	15.00%	\$4.88
84	Solitude LVT	Square Foot	\$6.19	15.00%	\$5.26
85	Urveil LVT	Square Foot	\$6.19	15.00%	\$5.26
86	Unite/Unite II LVT	Square Foot	\$6.86	15.00%	\$5.83
87	Ardent 20mm Flooring	Square Foot	\$4.43	15.00%	\$3.77
	Resilient Flooring and Base				
	ARMSTRONG				
88	Standard VCT	Square Foot	\$2.11	15.00%	\$1.79
	TARKETT				
89	Standard VCT	Square Foot	\$2.11	15.00%	\$1.79
	JOHNSONITE				
90	Vinyl 4" Cove Base (Standard Colors)	Lineal Foot	\$1.20	15.00%	\$1.02
91	Vinyl 6" cove base (Standard Colors)	Lineal Foot	\$2.18	15.00%	\$1.85
92	Rubber 4" Cove Base (Standard Colors)	Lineal Foot	\$1.43	15.00%	\$1.22
93	Rubber 6" Cove Base (Standard Colors)	Lineal Foot	\$2.39	15.00%	\$2.03
94	Roundel Rubber Stair Treads (Standard Colors)	Lineal Foot	\$32.38	15.00%	\$27.52
95	Roundel Rubber Tile (Standard Colors)	Square Foot	\$18.08	15.00%	\$15.37
96	7" Riser Material (Standard Colors)	Lineal Foot	\$9.41	15.00%	\$8.00



Real Estate | Construction | Development



39 E 3rd St Unit D, Richmond, VA 23224

804-325-4010

info@rivercityenterprises.net

**VIRGINIA ASSOCIATION OF STATE COLLEGE AND
UNIVERSITY PURCHASING PROFESSIONALS
JAMES MADISON UNIVERSITY**

RESPONSE TO RFP-FLOORING: ON DEMAND MATERIALS AND SERVICES

**SOLICITATION #: RFP# MPM-1207
DUE DATE: MAY 09, 2024, BY 2:00 P.M.**

Submitted by: River City Enterprises

Primary Point Of Contact: Gene Thomas

Phone: 804-325-4010

Address: 39 E 3rd St Unit D, Richmond, VA 23224

E-mail: info@rivercityenterprises.net

Submitted to:

Commonwealth of Virginia

James Madison University

Procurement Services

MSC 5720 752 Ott Street, Wine Price Building First Floor, Suite 1023 Harrisonburg, VA 22807

CERTIFIED

SWaM

**Small,
Women and
Minority-Owned**

Supplier Diversity Strengthens the Commonwealth

by the Virginia Department of Small Business & Supplier Diversity

River City Enterprises recognizes its obligation to comply with the Virginia Freedom of Information Act and other governing regulations. We confirm that we do not assert any proprietary rights over the submitted materials. Our commitment to transparency extends to all aspects of our dealings with James Madison University (JMU), ensuring full compliance and openness throughout the procurement process.

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May 09, 2024

**Commonwealth of Virginia
James Madison University Procurement Services
MSC 5720 752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807**

Subject: Response to RFP # MPM-1207– Flooring: On Demand Materials & Services

River City Enterprise, LLC is pleased to submit a proposal in response to the RFP # MPM-1207– Flooring: On Demand Materials & Services. River City Enterprises, a distinguished Class A general contractor, is dedicated to delivering superior outcomes and cultivating long-lasting relationships. Our commitment to client satisfaction is deep-rooted, and we bring a broad spectrum of experience across diverse project scopes. Our proficiency spans both the commercial and residential sectors, majorly including general contracting, flooring, construction management, and project supervision. We are anchored in the values of integrity and excellence, with specializations in ground-up construction, renovations, and development collaborations. From the initial concept to the final completion, we shine in strategic planning, cost control, and schedule streamlining. As a Minority-Owned business, we value diversity and put our clients at the forefront, ensuring every project is given the focus and expertise it merits. With a demonstrated history of success, River City Enterprises is prepared to take this project to unprecedented levels of quality and efficiency.

River City Enterprises respectfully submits this proposal in response to the Request for Proposals (RFP) issued by the JMU. Our proposal aims to provide professional collaborative services in the realm of flooring and project management, tailored to meet the distinct needs and objectives of the JMU. We believe in building long-term relationships with our clients, and we are dedicated to ensuring that our solutions are tailored to meet the specific needs of JMU.

River City Enterprises brings over 7 years of proven expertise and a solid track record in providing comprehensive general construction services, alterations, modifications, and repairs across a wide range of disciplines. As a Virginia Class A contractor, we excel in meeting the diverse needs of clients, including those outlined by JMU in their solicitation. Our experienced team is adept at delivering high-quality results on time and within budget, ensuring that JMU's facilities are maintained to the highest standards.

Thank you for considering River City Enterprises, LLC as a potential partner for the JMU Professional Collaborative services. For any questions regarding our response to this RFP, please don't hesitate to contact me by E-mail: www.rivercityenterprises.net and Phone: 804-325-4010.



Gene Thomas

River City Enterprises

1 RFP COVER SHEET AND ADDENDA ACKNOWLEDGEMENT

REQUEST FOR PROPOSAL
RFP# MPM-1207

Issue Date: April 9, 2024
Title: Flooring: On Demand Materials & Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 9, 2024, for Furnishing The Services Described Herein.

MANDATORY PRE-PROPOSAL: No pre-proposal meeting is required for this solicitation.

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

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

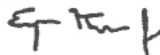
NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm:

River City Enterprises, LLC
Address: 39 E 3rd St Unit D, Richmond, VA 23224
E-mail: info@rivercityenterprises.net

By:



(Signature in Ink)

Name: Eugene Thomas

(Please Print)

Date: 07-05-2024

Title: Owner

Web Address: www.rivercityenterprises.net

Phone: 804-325-4010

Email: eugene@rivercityenterprises.net

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.

Rev. 6/8/23

2 PROPRIETARY INFORMATION (RFP - SECTION V PROPOSAL PREPARATION AND SUBMISSION, POINT A-GENERAL INSTRUCTIONS-PART C, PAGE NO.6)

In response to the request for proposals, we, River City Enterprises, acknowledge the guidelines outlined regarding the treatment of proprietary information as stipulated in the Virginia Freedom of Information Act (FOIA) and the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth (Governing Rules).

We hereby affirm that none of the information contained within our proposal is designated as proprietary. River City Enterprises assures full compliance with the instructions outlined, and we acknowledge that failure to adhere to these guidelines may result in our proposal being subject to public disclosure.

3 RIVER CITY ENTERPRISES WORK PLAN AND METHODOLOGY (RFP-SECTION IV, STATEMENT OF NEEDS, PAGE NO. 1)

We are delighted to present our comprehensive proposal for providing general contracting services to fulfill the project requirements outlined by **James Madison University**. With our extensive experience and unwavering commitment to excellence, we are fully equipped to handle a diverse range of construction projects, ranging from minor renovations to extensive building maintenance. Our approach highlights continuous coordination and exceptional project management, guiding projects seamlessly through both the pre-construction and construction phases. From detailed scheduling and budgeting to comprehensive risk management and stakeholder collaboration, we ensure every aspect aligns seamlessly with the College's vision and objectives.

River City Enterprises is confident to deliver superior flooring services to James Madison University, and we look forward to the opportunity to demonstrate our capabilities and exceed expectations. We commit to ensuring the fulfillment of all contractual obligations, including the provision of supervision, materials, labor, tools, equipment, documentation, and any additional incidental requirements essential for the satisfactory completion of the project. We are fully equipped with the necessary resources and possess extensive expertise in delivering high-quality flooring solutions. With a dedicated team of professionals and a proven track record of successful project execution, we are well-prepared to meet the unique needs and specifications of James Madison University.

We recognize the importance of compliance with all relevant regulations and standards and pledge to adhere strictly to them throughout the duration of the project. Our commitment to excellence and attention to detail will be evident in every aspect of our work, ensuring that the flooring services provided meet and exceed the expectations of James Madison University.

For Laburnum Holdings, we designed and constructed a 6,000 square feet commercial building featuring state-of-the-art metal frame construction, coupled with a meticulously planned parking infrastructure. Our expertise ensured a seamless integration of cutting-edge design and robust construction, delivering a commercial space that not only met but exceeded client expectations.

FLOORING SERVICES (RFP- SECTION IV, STATEMENT OF NEEDS, PAGE NO. 1 – 5)

River City Enterprises will execute the removal, disposal, and installation of flooring at James Madison University, adhering to a comprehensive process designed to ensure exceptional results. Our approach begins with a thorough assessment of the project site, including careful examination of existing flooring materials and conditions.



Figure 1: Flooring Services by River City Enterprises at Kenmore Richmond

Initial Assessment and Planning: We will conduct a comprehensive site survey to assess existing flooring conditions, including type, condition, and substrate. Then our team will analyze the site layout, considering factors such as room dimensions, traffic patterns, and functional requirements. We will develop a detailed project plan outlining specific tasks, timelines, and resource requirements. This initial step will allow us to develop a tailored plan for surface preparation, removal, and installation that will meet the specific requirements and objectives of the university.

Surface Preparation: Surface preparation is paramount to the success of the project and involves several critical tasks.

Moisture Testing: We will conduct a relative humidity (RH) testing using ASTM F2170 standard probes to measure moisture content within concrete substrates. Then we will utilize calcium chloride (CaCl) testing per ASTM F1869 standard to quantify moisture vapor emission rates (MVER) from concrete surfaces. Our team will perform moisture meter testing on wood substrates to assess moisture content and potential for dimensional changes. Once testing is complete, we will interpret test results to determine

if moisture levels are within acceptable limits for the chosen flooring materials. If moisture levels exceed acceptable thresholds, we will implement moisture mitigation strategies such as moisture barriers, epoxy coatings, or moisture-blocking primers to prevent moisture-related issues such as adhesive failure, warping, or mold growth.

Surface Imperfections: We will then identify surface irregularities, including cracks, spalling, pitting, or unevenness, through visual inspection and tactile assessment. After that we will utilize concrete surface profilers (CSP) to quantify surface roughness and assess the need for surface preparation. Our team will employ diamond grinders, shot blasters, or scarifiers to mechanically abrade concrete surfaces and remove contaminants, old adhesives, or surface sealers. Then we will begin with filling and repairing the surface cracks, voids, or spalls using epoxy-based patching compounds or self-leveling underlayment's to create a smooth, uniform substrate. We will then address substrate delamination or debonding by removing compromised areas and re-establishing a strong bond using appropriate repair materials and techniques.

Priming and Surface Treatments:

Our team will select quality primers or surface treatments based on substrate type, porosity, and compatibility with the chosen flooring materials. We will apply moisture-mitigating primers or epoxy-based primers to seal porous substrates and prevent moisture migration utilizing bonding agents or adhesive promoters to enhance adhesion between the substrate and flooring materials, particularly in challenging environments or with non-porous substrates. Then will employ moisture-cured urethane or acrylic sealers to create a barrier between the substrate and flooring adhesive, promoting a strong and durable bond while minimizing moisture transmission.

Removal of Existing Flooring: Once surface preparation is complete, our skilled team will proceed with the careful removal of existing flooring materials. This process will be executed with precision and attention to detail to minimize disruption and ensure the integrity of surrounding structures and fixtures. Disposal of removed materials will be conducted in compliance with all applicable regulations and guidelines, prioritizing environmentally responsible practices. This task will involve the following steps.

Selection of Tools and Equipment:

- Choosing appropriate tools and equipment based on the type of existing flooring material and the substrate underneath.
- For resilient flooring materials such as vinyl, linoleum, or rubber, we will utilize floor scrapers, powered floor strippers, or heat guns to efficiently lift and remove the flooring.
- For carpeted areas, we will employ carpet cutters, carpet knives, or power stretchers to detach and roll up the carpet for removal.
- Concrete grinding machines or shot blasters may be necessary to remove tile adhesives, thin-set mortar, or other stubborn residues from concrete substrates.
- Ensure that all equipment is properly maintained, calibrated, and operated by trained personnel to maximize efficiency and minimize the risk of damage to surrounding structures.

Dust and Debris Mitigation:

- Implement dust containment measures, such as HEPA-equipped vacuum systems or dust containment barriers, to minimize airborne dust particles during the removal process.
- Utilize wetting agents or water misting systems to suppress dust generation and improve air quality within the work area.

- Schedule removal activities during off-peak hours or when the area is least occupied to minimize disruption to building occupants and mitigate exposure to airborne contaminants.



Kindred Spirit Brewery



Figure 2: Flooring Services by RiverCity Enterprises at Kindred Spirit Brewery

Disposal Procedures:

- Segregate removed flooring materials into appropriate waste streams based on their composition and recyclability.
- Arrange for the transportation and disposal of removed materials in accordance with environmental regulations, waste management guidelines, and university policies.
- Coordinate with certified waste management vendors or recycling facilities to ensure proper disposal and recycling of materials such as carpet fibers, vinyl flooring, or metal transition strips.
- Document disposal activities, including waste manifests or recycling certificates, to demonstrate compliance with regulatory requirements and environmental stewardship initiatives.

Installation of New Flooring: Following the removal phase, our focus will shift to the meticulous installation of new flooring materials. We will utilize industry-leading techniques and state-of-the-art equipment to achieve optimal results, whether the project entails the installation of hardwood, vinyl, carpet, or tile flooring. Throughout the installation process, our team will maintain a meticulous attention to detail, ensuring precise measurements, seamless transitions, and flawless finishes.

Selection and Procurement of Flooring Materials:

- Conduct thorough research and analysis to identify high-quality flooring materials that align with the university's specifications, performance requirements, and aesthetic preferences.
- Consider factors such as durability, slip resistance, acoustic properties, and sustainability certifications when selecting flooring products.
- Source materials from reputable manufacturers or suppliers with a proven track record of delivering reliable and compliant products.
- Verify that selected flooring materials comply with relevant industry standards, building codes, and environmental regulations.

Preparation of Flooring Materials:

- Follow manufacturer guidelines and recommendations for the preparation of flooring materials, including acclimation, cutting, and layout planning.
- Allow sufficient time for flooring materials to acclimate to the ambient temperature and humidity conditions of the installation environment to minimize dimensional changes post-installation.
- Use precision cutting tools, such as tile saws, carpet cutters, or vinyl cutters, to ensure accurate sizing and fit of flooring materials to the installation area.
- Develop a detailed layout plan that optimizes material usage, minimizes waste, and achieves desired aesthetic effects, such as pattern matching or directional flow.

Installation Techniques:

- Employ industry-standard installation techniques appropriate for the chosen flooring type, whether it be resilient flooring, carpet, tile, hardwood, or laminate.
- Adhere to manufacturer specifications for adhesive application, including proper mixing, coverage rates, and open time considerations.
- Use mechanical fastening methods, such as nails, staples, or screws, where applicable to ensure secure attachment to the substrate.
- Implement floating installation techniques for engineered wood flooring or laminate flooring systems, ensuring proper expansion joint placement and perimeter anchoring.

Alignment, Spacing, and Pattern Consistency:

- Ensure precise alignment and spacing of flooring materials to achieve a visually appealing and structurally sound installation.
- Utilize spacers, straightedges, or chalk lines to maintain consistent spacing and straight lines throughout the installation process.
- Pay careful attention to pattern matching, seam placement, and directional flow to achieve a cohesive and professional-looking result.
- Verify that transitions between different flooring materials or areas are seamless and properly integrated to enhance aesthetics and functionality.

Quality Control Checks:

- Conduct ongoing quality control checks throughout the installation process to identify and address any issues or discrepancies promptly.
- Inspect flooring materials for defects, damage, or inconsistencies before, during, and after installation, rejecting any defective materials and requesting replacements as necessary.
- Measure and verify dimensional accuracy, adhesive coverage, and seam integrity to ensure compliance with manufacturer guidelines and project specifications.

- Document quality control findings and corrective actions taken to maintain a comprehensive record of the installation process and ensure accountability.

3-STEP PROCESS FOR SELECTING QUALITY MATERIALS



Figure 3: River City Enterprises' 3-step process for quality material procurement.

Protection of Surrounding Elements: In addition to the core tasks of removal and installation, River City Enterprises is committed to safeguarding all surface areas, equipment, fixtures, and hardware within the project vicinity. We will implement comprehensive protection measures to prevent damage or disruption to these elements, utilizing appropriate coverings, barriers, and other protective materials as necessary.

Implementation of Protective Measures:

- Conduct a thorough assessment of the project area to identify adjacent surfaces, equipment, fixtures, and hardware that may be at risk of damage during the installation process.
- Utilize appropriate protective measures, such as floor coverings, plastic sheeting, or protective tape, to shield vulnerable surfaces from scratches, spills, or impact damage.
- Apply temporary protective coatings or sealants to sensitive materials, such as wood, metal, or stone, to prevent staining or chemical damage from construction activities.
- Install temporary barriers or barricades to restrict access to the work area and prevent unauthorized entry or accidental damage.

Use of Appropriate Coverings, Barriers, and Sealants:

- Select coverings and barriers that are compatible with the specific materials and finishes present in the project area, ensuring they provide adequate protection without causing damage or leaving residue.

- Employ adhesive-backed floor protection films or reusable floor mats to protect finished surfaces, such as hardwood, tile, or polished concrete, from scratches, scuffs, and spills.
- Install temporary barriers, such as plastic sheeting or dust partitions, to contain dust and debris generated during the installation process, minimizing contamination of adjacent areas.
- Apply sealants or protective coatings to exposed surfaces, such as door frames, baseboards, or furniture, to prevent moisture infiltration, staining, or damage from construction activities.

Maintenance of Clear Communication:

- Establish clear lines of communication with university staff, project managers, and other stakeholders to coordinate access, schedule disruptions, and address any concerns or special requirements.
- Provide regular updates on project progress, anticipated milestones, and any deviations from the planned schedule or scope of work.
- Collaborate closely with university representatives to identify and mitigate potential conflicts or issues related to access, logistics, or safety protocols.
- Document all communications, agreements, and decisions in writing to ensure clarity, accountability, and compliance with contractual obligations.

Flooring Repair:

River City Enterprises will provide comprehensive flooring repair services tailored specifically for JMU. We will implement a systematic and thorough approach to flooring repair, ensuring minimal disruption to the operations at JMU. Our process will be designed to assess, repair, and restore damaged flooring efficiently.

Assessment of Damage: We will conduct a detailed assessment of the damaged flooring at JMU, identifying the type and extent of damage, including scratches, dents, water damage, and surface wear. By accurately pinpointing the issues, we will determine the most appropriate repair methods and materials.

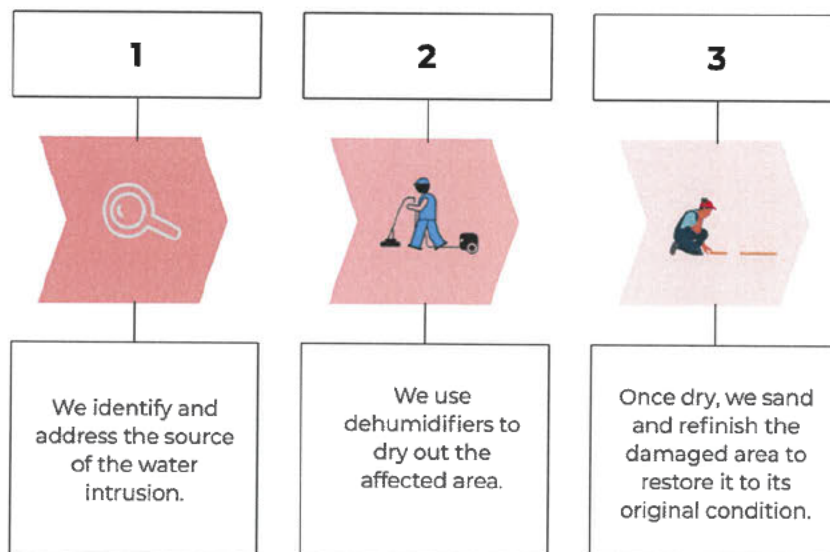
Procurement of Tools and Materials: Upon completion of the assessment, we will procure all necessary tools and materials required for the repair process. Our inventory includes replacement planks, utility knives, hammers, wood putty, sandpaper, wood glue, and finishing products. We will ensure that we have everything on hand to facilitate a smooth and efficient repair process.

Repairing Surface Blemishes: For minor surface blemishes such as scratches, dents, and gouges, we will follow a systematic approach. We will begin by cleaning the affected area to remove dirt and debris. Our experts will apply wood filler to fill the blemish and allow it to dry. Once dry, we will gently sand the repaired area to achieve a smooth finish and refinish it to match the surrounding flooring seamlessly.

Addressing Loose or Lifted Planks: In cases where planks are loose or lifted, we will employ a precise procedure. We will start by cleaning the area surrounding the loose plank and then applying wood glue to the subfloor beneath the plank. After pressing the plank back into place and securing it until the glue dries completely, we will inspect for gaps or unevenness. We will sand the area and refinish it to match the rest of the floor wherever necessary.

Handling Water Damage: For flooring damaged by water intrusion, we will take proactive steps to mitigate the damage. This will include identifying and addressing the source of the water intrusion, using fans or dehumidifiers to dry out the affected area, and sanding and refinishing the damaged area once it is dry to restore it to its original condition.

River City Enterprises Water Damage Restoration Process



Figure

City Enterprises Water Damage Restoration Process

4: River

Procurement of different types of Flooring (RFP– Section IV-A, Statement of Needs, Page No. 2, Point no.4)

River City Enterprises understands the requirements for flooring installation, encompassing a diverse array of materials including carpet, vinyl composition tile (VCT), ceramic tile, resilient flooring, terrazzo flooring, and hardwood flooring. Our approach will ensure a thorough attention to detail and superior craftsmanship across every facet of the project for JMU.

Beginning with an in-depth consultation, our team will collaborate closely with the college to understand their unique needs, preferences, and budgetary considerations. This initial phase will serve as the foundation upon which we will tailor our approach, ensuring alignment with project goals and expectations. Once the requirements are established, our experienced professionals will conduct a thorough site assessment to assess existing conditions and identify any potential challenges or opportunities. This proactive approach will enable us to develop thorough installation strategies that prioritize efficiency, quality, and durability.



Figure 5: Flooring Services by RiverCity Enterprises by Laburnum Holdings

Carpet Installation:

In the realm of carpet installation, our team will entail spatial measurement and preparation to ensure precise alignment and seamless integration with existent architectural features. Our adept technicians will leverage progressive methodologies and equipment to attain impeccable outcomes, be it in the context of commercial office environments or residential dwellings. We will use the following five steps for carpet installation:

1. **Material Selection and Procurement:** Based on JMU's preferences and budgetary considerations, our team will assist in selecting the most suitable carpet materials. We will provide expert guidance on factors such as material composition, durability, and aesthetic appeal. Once the selection is finalized, we will procure the necessary materials from trusted suppliers, ensuring quality and timely delivery.
2. **Preparation of the Space:** Prior to installation, our technicians will carefully prepare the designated space to ensure optimal conditions for carpet installation. This will include clearing the area of any furniture or obstacles, as well as addressing any existing flooring materials or subflooring issues. We will also conduct a thorough moisture testing to prevent potential issues such as mold or mildew growth.

3. Alignment and Layout Planning: With precise measurements in hand, our team will plan the layout of the carpet to ensure proper alignment with existing architectural elements. We will consider factors such as room dimensions, traffic patterns, and aesthetic preferences to create a comprehensive installation plan that will maximize the functionality and visual appeal.

4. Installation Process: Our skilled technicians will employ industry-leading techniques and equipment's to execute the carpet installation with precision and efficiency. This will include techniques such as power stretching to ensure a tight, wrinkle-free installation, as well as seam sealing to create continuous transitions between carpet sections.

5. Post-Installation Inspection and Cleanup: Once the carpet installation is complete, our team will then conduct a thorough inspection to ensure that every detail meets JMU's expectations and specifications. Our team will also perform a comprehensive cleanup of the work area, removing debris and leaving the space in pristine condition.

Vinyl Composition Tile (VCT) and Resilient Flooring:

When it comes to vinyl composition tile (VCT) and resilient flooring, our team has years of expertise to deliver unparalleled precision and durability. From surface preparation to adhesive application, every step is executed with precision to ensure optimal performance and longevity. Our dedicated team will schedule an initial consultation with JMU stakeholders to discuss their specific requirements and preferences regarding VCT and resilient flooring. During this consultation, our team will conduct a thorough review of the designated space, taking note of existing flooring materials, subfloor conditions, and any unique challenges that may need to be addressed. To provide vinyl composition tile (VCT) and resilient flooring services to JMU, we will utilize the following five steps, which will go as follows:

1. Resource Consultation and Acquisition: Based on JMU's preferences and budget considerations, our team will assist in selecting the most suitable VCT or resilient flooring materials. We will extend our expert guidance on factors such as material composition, color options, and durability. Once the selection is finalized, we will procure the necessary materials from reputable suppliers to ensure quality and timely delivery.

2. Surface Preparation: Prior to installation, our skilled technicians will prepare the subfloor to ensure a smooth and stable surface for the VCT or resilient flooring. This will involve processes such as cleaning, leveling, and priming the subfloor as needed to promote proper adhesion and prevent issues such as unevenness or moisture penetration.

3. Layout Planning and Design: With precise measurements of the designated space, our team will carefully plan the layout and design of the VCT or resilient flooring to achieve optimal aesthetic appeal and functionality. We will consider variables such as room dimensions, traffic flow, and design preferences to develop a detailed installation strategy.

4. Adhesive Application and Installation: Our expert technicians will apply the appropriate adhesive to the subfloor and will carefully lay each VCT tile or resilient flooring sheet with precision. Throughout the installation process, we will adhere to strict quality standards to ensure optimal performance and longevity of the flooring.

5. Cleanup: Once the VCT or resilient flooring installation is complete, our team will conduct a thorough inspection to ensure that every detail meets JMU's expectations and specifications. Any necessary adjustments or finishing touches are promptly addressed to ensure complete satisfaction. We will also perform a detailed cleanup of the work area, removing waste and ensuring that the space is left in hygienic condition.

Flooring Installation (terrazzo flooring/hardwood flooring):

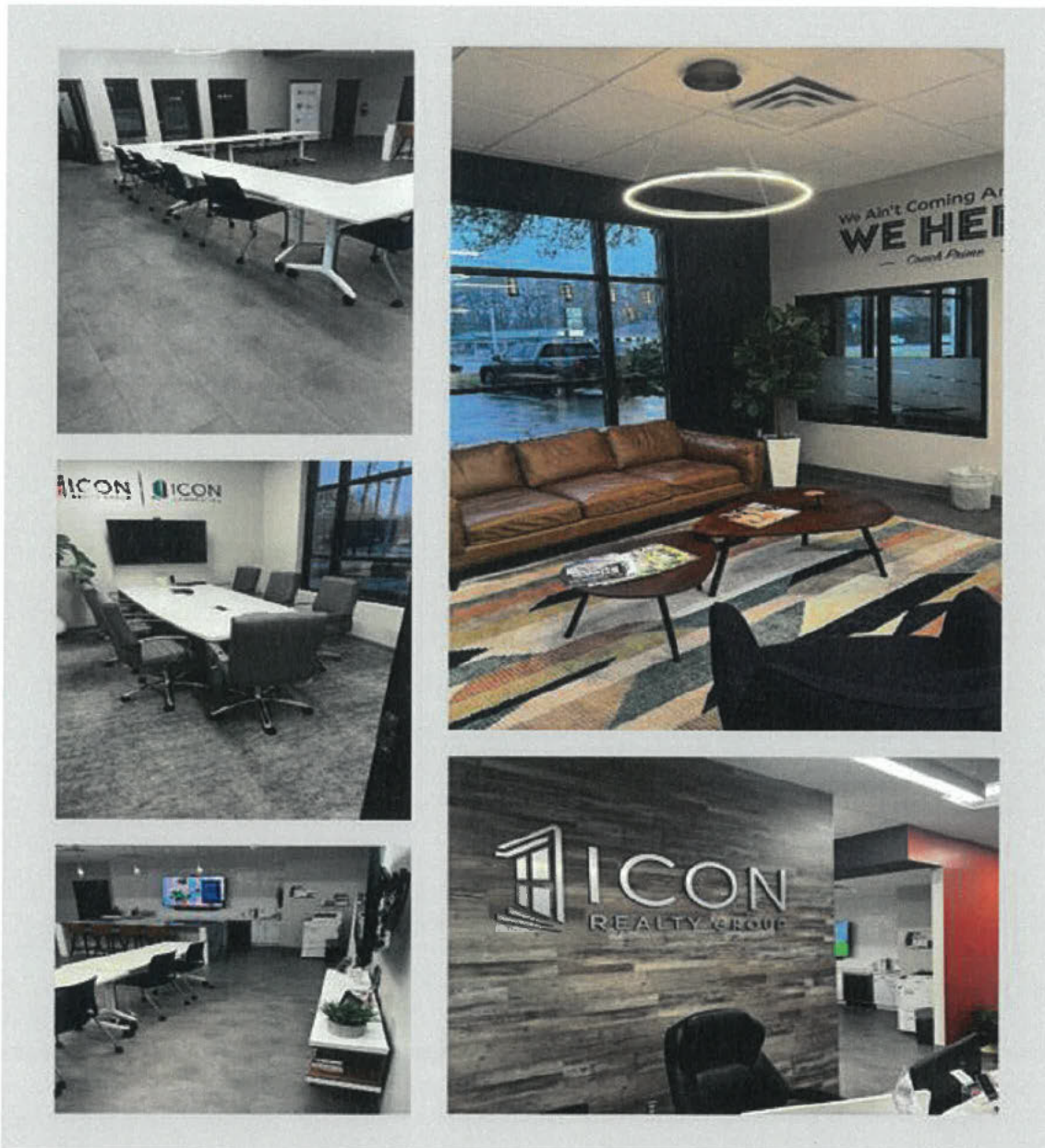


Figure 6: Flooring Services by River City Enterprises at Icon Reality Group

Embodied within our craftsmanship lies a dedication to excellence, whether we are laying ceramic tiles or terrazzo slabs, each piece is carefully positioned to achieve a flawless finish. With an eye for detail, our experts will bring intricate patterns to life, infusing every installation with a touch of artistry for JMU. Similarly, in our hardwood flooring endeavors, we will epitomize timeless elegance and unwavering quality. From the initial material selection to the final placement, we will prioritize premium materials and employ superior techniques, ensuring that each hardwood plank is utilized to enhance the appeal of any interior space. To provide flooring services to JMU, we will utilize our five steps of flooring measures, which will go as follows:

- 1) **Resource Selection Strategy:** We will assist JMU in selecting high-quality flooring materials, whether ceramic tile, terrazzo, or hardwood, based on their design vision and budget. We will procure materials from trusted suppliers to ensure premium quality and timely delivery.
- 2) **Surface Preparation:** Our team will prepare the subfloor to ensure it's clean, level, and structurally sound for flooring installation. Then we will conduct moisture testing and address any subfloor repairs or levelling as needed. We will install moisture barriers or underlayment materials to prevent issues like warping or buckling.
- 3) **Planning and Design:** Our team will work while considering factors like pattern options, wood grain direction, room transitions, and trim details. Then we will create a customized installation plan that will maximize the aesthetic impact and will complement the overall design scheme.
- 4) **Installation Process:** Our team of experts will lay each tile, terrazzo slab, or hardwood plank, ensuring proper alignment and spacing. Our approach will include creating intricate patterns, achieving seamless transitions, or ensuring a smooth finish, tailored to the specific requirements of the flooring for JMU.
- 5) **Finishing and Sealing:** We will apply a protective finish or sealant to the flooring surface to enhance stability. Then we will allow adequate drying or curing time for the finish to set properly. Our team will ensure thorough coverage and application of the finish to achieve a beautiful and long-lasting result.

Linoleum Flooring Installation:

At the heart of our craft lies a commitment to precision and artistry, whether we're laying intricate ceramic tiles or crafting linoleum floors. Each step is imbued with care and attention to detail, ensuring a flawless finish that adds both functionality and beauty to JMU's spaces.

- 1) **Material Selection Consultation:** We begin by guiding JMU through the selection of high-quality linoleum flooring materials. Our expertise allows us to recommend options that align with their design vision and budget constraints. We will prioritize sourcing from reputable suppliers to ensure the utmost quality and timely delivery.
- 2) **Subfloor Preparation:** Our experienced team will prepare the subfloor to guarantee a stable foundation for the linoleum installation. Our team will then conduct thorough assessments to ensure the subfloor is clean, level, and structurally sound. Any necessary repairs or leveling are addressed, and appropriate moisture barriers or underlayment materials are installed to prevent future issues.
- 3) **Design Planning:** Considering room layout, traffic flow, and design preferences, we will collaboratively plan the layout and design of the linoleum flooring. Our experts pay careful attention to detail, ensuring that patterns, seams, and transitions are strategically placed to optimize visual appeal and functionality.
- 4) **Installation Process:** With precision and skill, our team will expertly install each linoleum sheet or tile, focusing on proper alignment, spacing, and seam integration. Whether it's a simple layout or a complex pattern, we will execute the installation with attention to detail, ensuring a uniform and polished finish that elevates the aesthetic of JMU's spaces.
- 5) **Finishing Touches:** To enhance durability and longevity, we will apply a protective finish or sealant to the linoleum surface. This final step will enhance the floor's resistance to wear and tear but also add a subtle sheen that enhances its visual appeal. We also ensure thorough coverage and allow adequate drying time to achieve optimal results.

Luxury Vinyl Tile/Plank (LVT/LVP) Flooring Installation:

Embedded within our dedication to craftsmanship lies an unwavering commitment to excellence, evident in every step of our Luxury Vinyl Tile/Plank (LVT/LVP) flooring installations. From material selection to final finishing touches, we infuse each project with meticulous attention to detail and a passion for delivering superior results that enhance the elegance and luxury of JMU's spaces.

- 1) **Material Selection Consultation:** We will collaborate closely with JMU to select premium Luxury Vinyl Tile/Plank (LVT/LVP) materials that harmonize with their design aesthetic and budgetary requirements. Leveraging our industry expertise, we guide them through a curated selection of high-quality options, sourced from trusted suppliers renowned for their superior craftsmanship and durability.
- 2) **Subfloor Preparation:** Our team will begin by preparing the subfloor, ensuring it is clean, level, and structurally sound to provide a stable foundation for the LVT/LVP installation. We will then conduct moisture testing and address any subfloor imperfections or unevenness, employing advanced techniques and materials to mitigate potential issues and ensure long-term performance.
- 3) **Design Planning and Customization:** With a keen eye for design and functionality, we will collaborate with JMU to craft a tailored installation plan that will maximize the visual impact and functionality of the LVT/LVP flooring. From selecting the optimal layout pattern to coordinating transitions and trim details, every aspect is carefully considered to achieve a seamless integration with JMU's interior design scheme.
- 4) **Precision Installation:** Our team of skilled craftsmen will execute the LVT/LVP installation with precision and expertise, laying each tile or plank to ensure perfect alignment, spacing, and seam integration. Whether it's a straightforward installation or a complex pattern arrangement, we will employ advanced techniques and tools to achieve flawless results that elevate the sophistication and allure of JMU's spaces.
- 5) **Finishing and Protection:** To enhance the durability and longevity of the LVT/LVP flooring, we will apply a protective finish or sealant that will safeguard against scratches, stains, and wear. This final touch not only enhances the visual appeal of the flooring but will also facilitate easy maintenance and cleaning, ensuring that JMU's investment retains its pristine condition for years to come.

Epoxy Flooring Installation:

Our assurance to quality extends to every factor of our expertise, from laying traditional hardwood floors to crafting modern epoxy surfaces. With attention to detail and unwavering commitment, we will transform spaces with the beauty and durability of epoxy flooring for JMU.

Selecting Premium Material:

We will collaborate closely with JMU to select premium epoxy materials that will align with their aesthetic preferences, functional requirements, and budget constraints. Drawing from a curated selection of high-quality epoxy resins and additives, we will ensure that every choice reflects our commitment to superior craftsmanship.

Preparing the Canvas for Epoxy Brilliance

The foundation of a flawless epoxy floor lies in meticulous surface preparation. Our skilled technicians meticulously clean, repair, and prepare the substrate to ensure optimal adhesion and durability. This may involve processes such as shot blasting, grinding, or chemical etching to create a clean, porous surface ready for epoxy application.

Design Distinction:

Epoxy flooring offers limitless design possibilities, from vibrant colors and metallic accents to intricate patterns and textures. Our design experts collaborate closely with JMU to develop custom designs that enhance the aesthetic of their space. Whether it's a corporate logo embedded in the floor or a striking abstract pattern, we bring JMU's vision to life with precision and creativity.

Pre-Preparing the Canvas for Epoxy Brilliance Application:

Using advanced techniques and state-of-the-art equipment, our experienced installers apply the epoxy coating with precision and skill. Whether it's a self-leveling epoxy for a smooth, seamless finish or a decorative epoxy mortar for added texture and dimension, we ensure uniform coverage and impeccable craftsmanship at every step.

Curing and Finishing:

Once the epoxy is applied, we carefully monitor the curing process to ensure optimal bond strength and durability. Depending on the specific product used, curing times may vary, but we meticulously follow manufacturer guidelines to achieve the desired results. Finally, we apply a clear topcoat or sealer to enhance the epoxy's durability, chemical resistance, and aesthetic appeal, leaving JMU with a stunning, long-lasting flooring s

River City Enterprises stands ready to offer an extensive spectrum of flooring solutions to JMU, encompassing not only VCT Tile, Carpet, Linoleum, Wood Flooring, Luxury Vinyl Tile/Plank, Epoxy, Terrazzo, and Ceramic Floor Tiles but also an array of additional options tailored to suit specific requirements for JMU. Our seasoned professionals bring a wealth of skill and a commitment to excellence to every project, guaranteeing unparalleled quality and attention to detail all around. From the first consultation through the last implementation, we will deliver a flawless experience that is marked by competence and professionalism. When it comes to flooring needs, rest assured that River City Enterprises is synonymous with unparalleled quality and service.

Post Project Clean up. (RFP- Section IV-A, Statement of Needs, Page No. 2, Point no.5)

River City Enterprises understands that post-project cleanup is a crucial final step in completing a construction project and delivering a finished product that meets the highest standards of quality and excellence. Our team will provide an indispensable cleanup process that will underpin our commitment to excellence and client satisfaction. It will signify the culmination of our dedication to delivering superior craftsmanship and will ensure that every project we undertake is completed to the highest standards. By cleaning up work areas and removing tools and debris, we will not only present a polished and professional image but also prioritize safety for both our team and JMU. This thorough cleanup process reflects our unwavering attention to detail and our commitment to leaving a positive and lasting impression on every client we serve. It also aligns with our values of environmental responsibility by promoting proper waste disposal practices and minimizing our impact on the environment. This step is integral to our mission of exceeding client expectations and upholding our reputation as a trusted leader in the construction industry. We have developed a comprehensive process for cleaning up work areas and removing tools and equipment upon completion of the job.

Pre-Planning and Organization: Before commencing any work for JMU, our team will conduct a thorough pre-planning to assess the scope of the project and anticipate the cleaning requirements. We will develop a detailed checklist outlining specific tasks and responsibilities related to cleaning and tool removal, ensuring nothing is overlooked during the project execution phase.

On-Site Coordination: Throughout the project duration, our on-site supervisors and project managers will maintain open communication with JMU's facilities management team to coordinate cleaning activities effectively. We will designate specific areas for storing tools and equipment, ensuring they are organized and out of the way to minimize disruptions to the campus environment.

Daily Cleanup: As work progresses, our skilled craftsmen will proactively clean up debris and waste generated during the installation process. This step will include sweeping, vacuuming, and removing excess materials to maintain a clean and safe work environment. We will also dispose of construction debris responsibly, adhering to environmental regulations and campus guidelines.

End-of-Day Inspection: At the end of each workday, our supervisor will conduct thorough inspections of the work areas to ensure cleanliness and compliance with established standards. Any remaining debris or hazards will be promptly addressed to mitigate safety risks and maintain a professional appearance on campus.

Final Cleanup and Tool Removal: Upon completion of the project, our team will execute a comprehensive final cleanup to ensure that every inch of the work area is immaculate. We will remove all tools, equipment, and leftover materials from the premises, leaving behind a pristine environment that will reflect our commitment to quality and professionalism.

Client Walkthrough and Satisfaction Assurance: Before officially handing over the completed project to JMU, our project manager will conduct a final walkthrough with university representatives to ensure their satisfaction with the cleanliness and condition of the work areas. Any last-minute touch-ups or adjustments will be addressed to ensure that the project meets or exceeds expectations.

Post-Completion Follow-Up: Even after the project is completed, RiverCity Enterprise remains committed to the clients' satisfaction. We will conduct post-completion follow-ups to ensure that JMU is fully satisfied with the cleanliness of the work areas and the overall quality of our services.

Staffing plan / Supervision and Personnel: (RFP– Section IV-A, Statement Of Needs, Page No. 2, Point No.7)

Our team understands the critical significance of proper staffing and effective problem-solving procedures in ensuring the success of projects undertaken for JMU. We will provide the highest quality and expert construction staff deployed for JMU's flooring needs, including but not limited to the project executive, contract program managers, and superintendents assigned to the project. Our approach will begin by assigning experienced personnel to the project, carefully selecting individuals with the requisite skills and expertise to navigate potential challenges effectively. Leveraging our extensive network of professionals and internal talent, we will assemble a dedicated project team equipped to address the diverse complexities that may arise.

Offerors Compliance and Responsibilities (RFP– Section IV-A, Statement of Needs, Page No. 2, Point No.8-10)

River City Enterprises will ensure that all work is conducted in full compliance with applicable University, State, Federal, and local laws, ordinances, rules, regulations, and codes, including OSHA requirements and the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development. We accept responsibility for any damage to persons or property resulting from our fault or negligence. We commit to following the manufacturer's recommendations regarding the storage of products prior to installation.

Project Management Plan (RFP– Section IV-A, Statement Of Needs, Page No. 2, Point no.6)

We understand the critical importance of adhering to specified time constraints outlined by JMU. We will adopt a multifaceted approach to anticipate and address potential time limitations within the project timeline. This will begin with a detailed feasibility study where the implementation of multiple shifts may be necessary to meet project deadlines. Our team will conduct a comprehensive assessment of factors including workforce availability, labor regulations, and safety considerations to determine the viability and sustainability of extended work hours. We will ensure strict adherence to the specified time constraints and successful completion of the project within the stipulated timeline. This will involve the following five key steps:

1.Detailed Project Planning: We will develop a detailed project schedule that takes into account all the tasks, their dependencies, and the time required for each task. This will help us identify potential bottlenecks and address them proactively.

2. Resource Allocation: We will ensure optimal allocation of resources to maximize efficiency and productivity. This will include careful planning of workforce deployment, equipment usage, and other resources.

3. Implementation of Multiple Shifts: Based on the feasibility study, we may implement multiple shifts to ensure that work progresses round the clock. This will help us meet project deadlines without compromising on the quality of work.

4. Risk Management: We will identify potential risks that could cause delays and develop contingency plans to mitigate these risks. This includes factors such as workforce availability, labor regulations, and safety considerations.

5. Regular Monitoring and Updates: We will regularly monitor the project's progress and update the schedule, as necessary. This will allow us to quickly identify any deviations from the plan and take corrective action promptly.

In parallel, our approach will also involve a thorough analysis of the project timeline, integrating critical path activities, resource availability, and potential bottlenecks. River City Enterprises will leverage a sophisticated project management software tool, PROCORE that will allow us to collect data related to various aspects of construction, including costs, materials, safety outcomes, performance, quality, and schedules, ensuring seamless management of the project for JMU. From pre-development to project completion, Procore will provide a user-friendly platform designed to enhance efficiency and communication. The key functionalities will include document management, task organization, and communication tools. Its robust reporting and financial management capabilities will offer valuable insights into project progress and financial performance for JMU. Our dedicated team will utilise Procore's preconstruction and project management features to facilitate seamless coordination across teams, from design, estimation to execution. We will develop a comprehensive project schedule that will precisely outline all tasks, dependencies, and milestones, ensuring optimal sequencing and resource allocation.

Throughout the flooring process, our experienced project managers will oversee all aspects of the project, including scheduling, coordination of subcontractors, and adherence to budgetary constraints. Our dedicated team will maintain vigilant oversight of progress and we will communicate regularly with JMU to provide updates on progress and address any concerns, ensuring smooth and efficient project delivery against the established schedule, to identify potential deviations and proactively address any issues that may arise. Our approach will encompass the strategic coordination of staffing and resources. Through our technical acumen and attention to detail, our team is committed to delivering projects on time and within budget, thereby exceeding JMU's expectations and requirements.

River City Enterprises' Project Management Process



Figure

River City Enterprises' Project Management Approach

7:

Procedures (RFP– Section IV-B, Statement of Needs, Page NO. 2 & 3, Point no.1-7)

River City Enterprises accepts the terms set forth by James Madison University for project execution. We commit to promptly conducting site visits within two calendar days of request, accompanied by the project manager, to thoroughly assess the project scope. Following the visit, we undertake to provide a written quotation within three calendar days, outlining the total project cost and mutually agreed start and completion dates. We understand JMU's prerogative to supply materials and adjust costs accordingly. Also, we recognize JMU's rights to seek alternative cost estimates, issue separate project solicitations, and request multiple contractor quotations. Upon approval of our quotation, we await the issuance of a Purchase Order from the University, which will specify a "not to exceed" cost and set the agreed-upon timeframe for completion. We will refrain from commencing work until receipt of the Purchase Order and commit to completing all tasks within the specified timeframe. We agree not to exceed the purchase order's dollar limit without prior written approval from JMU and understand the prohibition against requiring separate service agreements.

Drawings/Specifications (RFP– Section Iv-C, Statement of Needs, Page No. 3, Point No.1 And 2)

River City Enterprises accepts the terms stipulated regarding drawings and specifications for project execution. We recognize that these documents are project-specific and essential for understanding the scope of work. We understand that we will receive one (1) set of drawings and specifications at no cost for each project as needed. This provision will ensure that we have the necessary information to execute the project efficiently and accurately. We accept our responsibility to provide any required drawings or specifications to subcontractors involved in the project. This will ensure clear communication and alignment among all parties working on the project, facilitating seamless coordination and execution. By adhering to these guidelines, we aim to optimize project efficiency, minimize errors, and deliver high-quality results that meet or exceed expectations. River City Enterprises commits to ensuring that all stakeholders have access to the necessary documentation and information required for successful project completion. We appreciate the clarity and transparency provided by these terms and will uphold them diligently throughout the duration of our engagement with James Madison University.

Quality of Workmanship (RFP– Section Iv-D, Statement of Needs, Page No. 3, Point No.1 And 2)

River City Enterprises fully accepts the University's stringent quality standards and commits to delivering top-tier commercial quality work that aligns with industry standards and ensures complete satisfaction. Every aspect of our work will be executed in strict accordance with the plans, drawings, specifications, and explicit instructions provided by the Agency Project Manager for each project. Prior to commencing any work, we understand the critical importance of field-verifying dimensions to guarantee accuracy and alignment with project requirements. Should any discrepancies arise during this verification process, we will promptly address and resolve them, ensuring seamless project progression. This proactive approach underscores our dedication to maintaining quality and integrity throughout every phase of the project. By adhering closely to these guidelines, River City Enterprises aims to not only meet but exceed the University's expectations, fostering a collaborative partnership based on trust, transparency, and mutual respect. Our goal is to deliver results that showcase our commitment to excellence and ensure the successful completion of each project to the highest standards possible.

Personnel Qualifications (RFP– Section IV-E, Statement of Needs, Page No. 3, Point No.1 and 2)

River City Enterprises will assure that all personnel engaged in the execution of work under this contract will possess the requisite training and qualifications appropriate for their assigned tasks. Each individual will meet the minimum standards of ability and experience as defined for their respective classifications. It is our commitment to ensure that our team members are adequately prepared and competent to fulfill their duties effectively. We understand and respect the University's prerogative to decline services from any personnel deemed unsuitable, disorderly, or incapable of performing their assigned tasks under this contract. We acknowledge the importance of maintaining a skilled and professional workforce to uphold the quality and integrity of our work. We are prepared to provide written evidence of each personnel's qualifications and certifications as required for their designated classifications. By adhering to these standards, River City Enterprises aims to ensure the successful and satisfactory completion of all tasks outlined in the contract. We are dedicated to deploying a workforce that not only meets but exceeds the expectations of the University, fostering a productive and collaborative working relationship built on mutual trust and respect.

Use of Recycled Materials (RFP– Section IV-F, Statement of Needs, Page No. 3, Point No.1 and 2)

River City Enterprises acknowledges the importance of sustainability and environmental responsibility in procurement and construction processes. While prohibited from using used, damaged, or obsolete items, we are encouraged to incorporate secondary or recycled materials in product manufacturing to the fullest extent possible, provided it does not compromise product performance or intended end use, and does not conflict with health, welfare, safety requirements, or specified product specifications. We understand the significance of prioritizing the use of recycled materials to reduce environmental impact and promote sustainable practices. Therefore, we commit to considering the availability of recycled materials and integrating them into our project estimates and quotations wherever feasible. This aligns with our commitment to environmental stewardship and demonstrates our dedication to supporting sustainable initiatives. By incorporating recycled materials into our projects, we aim to contribute positively to environmental conservation efforts while delivering high-quality results that meet both performance standards and environmental objectives. River City Enterprises recognizes the importance of sustainable practices in modern construction and pledges to actively support initiatives that promote environmental sustainability and responsible resource utilization.

Installation (RFP– Section IV-G, Statement of Needs, Page No. 3 & 4, Point No.1 and 2)

Individuals tasked with installation duties are mandated to possess the necessary training and competence in accordance with the manufacturer's recommended methods. River City Enterprises ensures that all personnel engaged in installation activities adhere strictly to these guidelines to guarantee the quality and integrity of the work performed. We understand the pivotal role of inspection in ensuring compliance and quality assurance. As such, all work conducted will undergo thorough inspection by the Agency Project Manager. Only work meeting acceptable standards will be approved, while any instances of substandard work or materials will be promptly identified and rejected. In the event of substandard work, it is incumbent upon the Contractor to rectify such issues to the satisfaction of the Agency Project Manager. We are committed to upholding the highest standards of quality and professionalism in every aspect of our work. We prioritize adherence to manufacturer recommendations and diligent inspection to deliver results that meet or exceed expectations. Our proactive approach to addressing substandard work underscores our dedication to achieving excellence and ensuring the successful completion of each project to the satisfaction of all stakeholders involved.

Asbestos (RFP– Section IV-H, Statement of Needs, Page No. 4, Point No.1)

Upon the culmination of the project, we will provide written certification to the Agency Project Manager, confirming that all materials and equipment installed under this contract are devoid of asbestos. This certification underscores our commitment to ensuring the safety and well-being of all individuals involved in and affected by the project. By verifying the absence of asbestos in all materials and equipment utilized, we prioritize compliance with health and safety regulations and uphold the highest standards of professionalism and responsibility. Our team is dedicated to deliver quality results but also to our clients, ensuring that every aspect of the project meets or exceeds regulatory requirements and industry best practices.

General requirements (RFP– Section IV-I, Statement of Needs, Page No. 4, Point no.1-4)

River City Enterprises, as the General or Primary Contractor, is tasked with engaging subcontractors who specialize in the relevant trade and possess sufficient experience in commercial construction practices to ensure the project's successful completion. Alongside our quotation, we will submit a list of subcontractors to the Agency Project Manager for approval, recognizing the Project Manager's authority to accept or reject subcontractors based on their qualifications. In the event of accidents or emergencies, immediate reporting is mandatory, with notifications required to both Campus Police at (540) 568-6911 and the Project Manager. All materials, supplies, and equipment utilized in the project must be new, defect-free, and installed in strict accordance with the manufacturer's recommendations. These stringent measures underscore River City Enterprises' commitment to prioritizing safety, maintaining quality standards, and adhering to regulatory requirements throughout the project's duration.

Temporary Facilities (RFP– Section IV-J, Statement Of Needs, Page No. 4, Point No.1-3)

We are aware that JMU will provide electricity for construction use, and it's our responsibility to connect to the designated temporary service point and to furnish, install, and later remove all temporary electrical wiring and components needed during construction. JMU will supply necessary water, and we'll connect to the existing system, installing temporary piping, valves, and fittings as required, promptly removing them once permanent facilities are operational. We will ensure cleanliness and sanitation of available toilet facilities in construction areas and provide and maintain portable toilets when public options are unavailable.

Site Clean Up (RFP- Section IV-J, Statement of Needs, Page No. 4, Point no.1 -3)

River City Enterprises takes up full responsibility for the removal and disposal of all debris from the jobsite to an off-campus location, subject to approval by the project manager. It is our obligation to ensure that all demolition materials, including any hazardous waste, are disposed of in strict accordance with applicable Federal, State, and local regulations on a daily basis. Upon the conclusion of the project, we are committed to thoroughly cleaning the entire construction site to meet JMU's standards, ensuring it is ready for occupancy prior to receiving final payment. This comprehensive approach underscores our dedication to maintaining a clean and safe working environment throughout the project's duration and to delivering results that align with JMU's expectations and requirements.

Completion Procedure (RFP- Section IV-J, Statement of Needs, Page No. 5, Point No.1 -3)

River City Enterprises holds the sole responsibility for the removal and disposal of all debris from the jobsite to an off-campus location, contingent upon approval by the project manager. It is incumbent upon us to ensure that all demolition materials, including hazardous waste, are disposed of in strict adherence to applicable Federal, State, and local regulations on a daily basis. As the project concludes, our commitment extends to thoroughly cleaning the entire construction site to meet JMU's exacting standards, ensuring it is primed for occupancy by JMU prior to final payment. This comprehensive approach underscores our unwavering dedication to maintaining a clean, safe, and compliant work environment throughout the duration of the project. River City Enterprises prioritizes meticulous adherence to regulations and standards, ensuring the seamless execution and successful completion of projects in alignment with JMU's expectations.

6. INVOICING REQUIREMENTS (RFP-SECTION IV-M, STATEMENT OF NEEDS, PAGE NO. 4, POINT NO.1 &2)

Pricing Schedule (RFP- Section X, Pricing Schedule, Page No.22)

Materials: (RFP- Section X, Pricing Schedule, Page No. 22)

Unit Pricing					
	Item or Service	Unit of Measure Included	Price	Discount	Total
	Labor Demo				
1	Remove Stretched in Carpel	Square Foot	0.72		\$0.72
2	Remove Glued Down Carpet	Square Foot	\$0.72		\$0.72
3	Remove Carpet Tile	Square Foot	\$0.72		\$0.72
4	Remove VCT	Square Foot	\$1.75		\$1.75
5	Remove Rubber Tile	Square Foot	\$2.00		\$2.00
6	Remove 4" Cove Base	Lineal Foot	\$0.45		\$0.45
7	Remove 6" Cove Base	Lineal Foot	\$0.60		\$0.60
8	Remove LVT (wood subfloor)	Square Foot	\$1.75		\$1.75
9	Remove LVT (concrete subfloor)	Square Foot	\$1.75		\$1.75
10	Demo Equipment	Per Day	\$425.00		\$425.00

11	Demo Disposal (all types)	Square Foot	\$0.50		\$0.50
12	Remove Stair Treads	Lineal Foot	\$3.00		\$3.00
	Labor Installation				
13	Broadloom Carpet Without Pattern	Square Foot	\$0.77		\$0.77
14	Broadloom Carpet With Pattern	Per Job	Per Job		Per Job
15	Carpet Tile Without Pattern	Square Foot	\$0.77		\$2.77
16	Carpet Tile With Pattern	Per Job	Per Job		Per Job
17	Vinyl Composition Tile (VCT) Without Pattern	Square Foot	\$0.95		\$0.95
18	Rubber Tile Without Pattern	Square Foot	\$2.45		\$2.45
19	4" Vinyl Cove Base	Lineal Foot	\$0.80		\$0.80
20	6" Vinyl Cove Base	Lineal Foot	\$1.10		\$1.10
21	4" Rubber Cove Base	Lineal Foot	\$0.80		\$0.80
22	6" Rubber Cove Base	Lineal Foot	\$1.10		\$1.10
23	Luxury Vinyl Tile (LVT)	Square Foot	\$1.60		\$1.60
24	Stair Treads	Lineal Foot	\$10.00		\$10.00
25	Riser Material	Lineal Foot	\$2.50		\$2.50
	Preparation		\$2.50		\$2.50
26	Remove Adhesive (Dry Only)	Square Foot	\$0.65		\$0.65
27	Skim Coat Floor	Square Foot	\$0.95		\$0.95
28	Crack Supplement	Lineal Foot	\$8.00		\$8.00
29	Self leveling	Per Bag	\$65.00		\$65.00
30	Moisture Mitigation (material and labor)	Square Foot	\$8.50		\$8.50
31	1/4" Underlayment	Square Foot	\$2.75		\$2.75
32	OVERTIME LABOR EXCLUDED				
33	FURNITURE RELOCATION EXCLUDED				
34	Minimum Labor Rate	Per Trip	\$375.00		\$375.00
35	FULL CARTON PRICES WILL APPLY				
	SPLIT CARTONS ARE NOT AVAILABLE				
	Sundries				
36	Mapei Eco-811	4 Gallon Pail	\$195.65		\$195.65
37	Mapei Eco-373	4 Gallon Pail	\$177.80		\$177.80
38	Mapei Eco-575	30 oz Cartridge	\$9.75		\$9.75
39	Chapco SS-3	4 Gallon Pail	\$65.98		\$65.98
40	Ardex Feather Finish	Per Bag	\$30.80		\$30.80

41	Ardex K-10	Per Bag	\$59.00		\$59.00
42	Ardex K-60	Per Unit	\$98.80		\$98.80
43	Ardex Artifix	Cartridge	\$92.00		\$92.00
44	Johnsonite 965	4 Gallon Pail	\$226.80		\$226.80
45	Johnsonite 930	Cartridge	\$59.40		\$59.40
46	Interface Tactile	Per Roll	\$125.00		\$125.00
47	Grid Set 2000	4 Gallon Pail	\$265.00		\$265.00
48	Shaw 200	4 Gallon Pail	\$193.00		\$193.00
49	Shaw 9050	4 Gallon Pail	\$107.00		\$107.00
50	Siga Tape 1 1/4"	Per Roll	\$81.89		\$81.89
51	Contact Cement	1 Gallon Pail	\$42.00		\$42.00
52	Shaw LokWorx	Per Pail	\$265.00		\$265.00
53	Mapei Eco-711	4 Gallon Pail	\$85.00		\$85.00
54	Primer APPLICATION	Square Foot	\$0.35		\$0.35
	Transitions				
55	Install Vinyl Transitions	Lineal Foot	\$3.25		\$3.25
	Flooring Products				
	INTERFACE FLOR CARPET TILE				
56	Mainline Tile	Square Foot	\$4.71	15.00%	\$4.00
57	Sidetrack Tile	Square Foot	\$4.71	15.00%	\$4.00
58	Detours Tile	Square Foot	\$4.71	15.00%	\$4.00
59	Detours Ahead Tile	Square Foot	\$4.71	15.00%	\$4.00
60	Quickship Tile	Square Foot	\$4.65	15.00%	\$3.95
61	Open Air Tile	Square Foot	\$4.41	15.00%	\$3.75
62	The Standard Tile	Square Foot	\$4.12	15.00%	\$3.50
	INTERFACE FLOR LVT				
63	Steady Stride LVT Varies	Square Foot	\$5.59	15.00%	\$4.75
64	Level Set LVT Varies	Square Foot	\$7.35	15.00%	\$6.25
	MANNINGTON MILLS CARPET TILE				
65	Everywhere Tile	Square Foot	\$6.73	15.00%	\$5.72
66	Ruffian Tile	Square Foot	\$11.94	15.00%	\$10.15
67	Align Tile	Square Foot	\$5.42	15.00%	\$4.61
68	Crosstalk Tile	Square Foot	\$6.32	15.00%	\$5.37
	SHAW INDUSTRIES CARPET TILE				\$0.00

69	Encounter Tile	Square Foot	\$3.94	15.00%	\$3.35
70	In Sync Tile	Square Foot	\$4.20	15.00%	\$3.57
71	Floor Architecture Tile	Square Foot	\$4.20	15.00%	\$3.57
72	Diffuse/Disperse Tile	Square Foot	\$4.33	15.00%	\$3.68
73	Disperse Color Tile	Square Foot	\$4.33	15.00%	\$3.68
74	Places Tile	Square Foot	\$4.59	15.00%	\$3.90
75	Canopy Tile	Square Foot	\$4.85	15.00%	\$4.12
76	Kindred Tile	Square Foot	\$4.85	15.00%	\$4.12
77	Color at Work Tile	Square Foot	\$5.38	15.00%	\$4.57
78	Stepping Out Tile	Square Foot	\$7.32	15.00%	\$6.22
	SHAW INDUSTRIES BROADLOOM CARPET				\$0.00
79	Grown Below B/L Carpet	Square Foot	\$3.41	15.00%	\$2.90
80	Reminisce/Stay B/L Carpet	Square Foot	\$3.51	15.00%	\$2.98
81	Layer B/L Carpet	Square Foot	\$4.88	15.00%	\$4.15
	SHAW INDUSTRIES LVT				\$0.00
82	Terrain II LVT	Square Foot	\$4.87	15.00%	\$4.14
83	Compound Cast LVT	Square Foot	\$5.74	15.00%	\$4.88
84	Solitude LVT	Square Foot	\$6.19	15.00%	\$5.26
85	Urveil LVT	Square Foot	\$6.19	15.00%	\$5.26
86	Unite/Unite II LVT	Square Foot	\$6.86	15.00%	\$5.83
87	Ardent 20mm Flooring	Square Foot	\$4.43	15.00%	\$3.77
	Resilient Flooring and Base				
	ARMSTRONG				
88	Standard VCT	Square Foot	\$2.11	15.00%	\$1.79
	TARKETT				
89	Standard VCT	Square Foot	\$2.11	15.00%	\$1.79
	JOHNSONITE				
90	Vinyl 4" Cove Base (Standard Colors)	Lineal Foot	\$1.20	15.00%	\$1.02
91	Vinyl 6" cove base (Standard Colors)	Lineal Foot	\$2.18	15.00%	\$1.85
92	Rubber 4" Cove Base (Standard Colors)	Lineal Foot	\$1.43	15.00%	\$1.22
93	Rubber 6" Cove Base (Standard Colors)	Lineal Foot	\$2.39	15.00%	\$2.03
94	Roundel Rubber Stair Treads (Standard Colors)	Lineal Foot	\$32.38	15.00%	\$27.52
95	Roundel Rubber Tile (Standard Colors)	Square Foot	\$18.08	15.00%	\$15.37
96	7" Riser Material (Standard Colors)	Lineal Foot	\$9.41	15.00%	\$8.00

Labor: (RFP- SECTION X, PRICING SCHEDULE, PAGE NO. 22&23)

LABOR

The Contractor shall provide labor rates for the requested roles/positions and shall provide any additional roles/positions as needed to provide the services offered. The following sample table reflects the information the University requires but may be formatted differently. Add additional lines as needed to list all relevant role/position labor rates.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday) * Service Rates									
<i>Project Manager</i> Labor Rate \$/hour		65.43							
<i>Lead Installer</i> Labor Rate \$/hour		29.00							
<i>Installer</i> Labor Rate \$/hour		20.00							
<i>Laborer</i> Labor Rate \$/hour		16.21							
Overtime/Emergency Labor Rates (Outside of Regular Time working hours) * Service Rates									
<i>Project Manager</i> Labor Rate \$/hour		98.15							
<i>Lead Installer</i> Labor Rate \$/hour		43.50							
<i>Installer</i> Labor Rate \$/hour		30.00							
<i>Laborer</i> Labor Rate \$/hour		24.31							

FIRM EXPERTISE, PERSONNEL QUALIFICATIONS AND EXPERIENCE (RFP-SECTION V-PROPOSAL PREPARATION AND SUBMISSION, PAGE NO. 7, POINT NO.3)

River City Enterprises, LLC, located at 39 East 3rd St Unit D, Richmond, VA 23224, has been in business for **7 years** and is a **Minority-Owned, Class A general contractor**, with a comprehensive range of experience that enables us to handle any project scope. Our reputation is built on the philosophy of constructing robust structures and fostering enduring relationships with our clients. Our track record

In the development of Townhomes at Warrick, River City Enterprises developed 30 Multi-Family Homes with an average square size of 1,450, each designed for contemporary living.

of delivering results on time, maintaining quality workmanship, and offering competitive pricing underscores our commitment to exceeding customer expectations and industry standards. We have successfully executed construction services on numerous challenging and exciting projects throughout Richmond.

Our valued partners include Canterbury Enterprises, Option One Flooring & Renovations LLC, and SJW Commercial Concrete LLC. With their expertise and commitment to excellence, we have effortlessly integrated their services into our projects, guaranteeing exceptional results for our






clients. Through strong communication and collaboration, we have fostered a unified team approach that drives success from start to finish.



We will prioritize thorough planning, proactive communication, and stringent quality control to guarantee high-quality deliverables from inception through completion for the college. Our holistic process ensures that every element of the project is executed to the highest standards, meeting and exceeding the College's expectations. With our expertise in flooring services, we will provide steadfast leadership and expert oversight, ensuring the timely delivery of services while upholding the College's standards of excellence. We are dedicated to contributing to the James Madison University success by delivering exemplary services and ensuring that every aspect of the project reflects the institution's vision and goals. Our team is committed to fostering open communication and collaboration with all stakeholders involved in the project. We believe that transparency and cooperation are essential for achieving mutual success and will actively engage with James Madison University to address any concerns and ensure a smooth and efficient project delivery process.

Having the right team and thought process and early involvement with all project stakeholders enables our team to evaluate project scope, costs, long lead delivery items, and all the construction issues that can impact on the schedule and budget.






Key Personnel Resumes (RFP-Section V- Proposal Preparation and Submission, Page No. 7, Point NNo.3)



Resume 1-Project Manager

GENE THOMAS		PROJECT MANAGER
 804-325-4010	 eugene@rivercityenterprises.net	 39 East 3rd St Unit D Richmond, VA 23224
 SUMMARY: Class A General Contractor with several years of experience in Residential and Commercial contracting, adept at recruiting and coordinating labor across construction sites. Effective negotiator and articulate communicator with a high skill set in fostering long-lasting relationships with organizational management, vendors, key clients, and team members. Demonstrates strong leadership skills, problem-solving abilities, dependability, and effectiveness in building relationships.		
 CORE SKILLS:		

Data analytics	Records search	Legal writing	Solid understanding of materials and equipment procurement procedures	Proven leadership abilities	Knowledge of local building regulations and zoning laws	Organizational skills and Excellent communication skills
 EDUCATION: <ul style="list-style-type: none"> MBA, 2015 - The George Washington B.S. Business Management, 2002 - Hampton University 						
 PROFESSIONAL EXPERIENCE:						
Company:			Position:		Start Date:	2009
River City Enterprises, LLC			General Contractor		End Date:	Present
Roles & Responsibilities: <ul style="list-style-type: none"> Oversee resolution of all issues during project construction and phases. Lead the planning, budgeting, and direction of all construction projects. Perform pre-construction inspections and manage post-construction projects. Establish relationships with subcontractors and vendors, securing reliable and consistent service on all projects. Act as general contractor for new construction and renovations of commercial and residential properties. Experience in real estate development and construction of several affordable housing projects. Review and approve change orders from subcontractors to ensure timely completion of project modifications. Streamline project-related functions by developing schedules, overseeing quality control, and ensuring within - budget project completion within budget. Supervise several subcontractors involving complex issues and mitigate project delays. Routinely work with engineers and architects to address any design issues. Coordinate efforts with subcontractors, electricians, plumbers, and various trades. 						

Resume 2-Lead Installer


JERRY POPE		LEAD INSTALLER			
		jerry@rivercityenterprises.com			
 SUMMARY: Highly experienced Lead and Project Manager with a strong background in the construction industry, specializing in flooring installations and project management. Possesses over two decades of hands-on experience, excels in coordinating all aspects of flooring projects, from pre-construction meetings to final inspections. Demonstrated skills in team leadership, safety compliance, and client relationship management, ensured that projects were completed efficiently, on time, and within budget. With a Bachelor of Science in Business Administration and extensive hospitality management experience, presented a unique blend of technical expertise and interpersonal skills to every project.					
 CORE SKILLS:					
Accounting & Budgeting	Proficient with POS systems	Excellent interpersonal and communication skills	Poised under pressure	Experienced in various restaurant positions	Fun and Energetic

 EDUCATION: <ul style="list-style-type: none"> Bachelor of Science in Business Administration 1989 University of South Carolina, Columbia, SC Associate in Arts in Hospitality Management June 2011 Big town College, Chico, Illinois 			
 PROFESSIONAL EXPERIENCE:			
Company: River City Enterprises, LLC		Position: Lead	
		Start Date: Jan 2021	
		End Date: Present	
Roles & Responsibilities: <ul style="list-style-type: none"> Conduct pre-job meetings, job progress reports, and ensure safety compliance. Prepare work surfaces by applying adhesive, grouting, or other materials. Install wood, carpeting, tiles, concrete, and other types of flooring. Ensure proper positioning, security, and cleanliness of flooring materials. Complete installations by applying appropriate finishes. Supervise and evaluate crew members. Collaborate with the sales team on project change orders and adjustments. Document each project with pictures, tracking reports, and completion forms. Lead and supervise flooring projects from start to finish. Coordinate flooring installations, maintenance, and repairs. Ensure quality standards and safety protocols are met. Manage resources, including technicians and subcontractors. Monitor project progress, address issues, and ensure timely completion. Foster a culture of safety and provide training to the team. Maintain client relationships and resolve concerns. 			
Company: Relay Floors		Position: Project Manager	
		Start Date: Jun 2000	
		End Date: Jan 2021	
Roles & Responsibilities: <ul style="list-style-type: none"> Organized pre-construction meetings with contractors and installers to discuss project details, schedules, and concerns. Reviewed project schedules for accuracy and feasibility. Coordinated deliveries with third parties or employees/subcontractors. Ensured installers were informed of project schedules, deadlines, and phasing. Conducted quality control checks to ensure work was installed according to contract documents and industry standards. Inspected deliveries to verify compliance with contract documents and purchase orders. Coordinated punch list labor and materials. 			


Resume 3-Installer

ANTONIO MILLER, JR		INSTALLER	
	 anotnio@rivercityenterprises.net		Richmond, VA
 SUMMARY: Highly motivated professional with over 11 years of experience in providing high-level craftsmanship and leadership. Proficient in managing schedules, handling materials, confidential documents, and communicating effectively with employees and subcontractors. Exceptional communication and interpersonal skills with a proven ability to work independently and as part of a team.			
 CORE SKILLS:			

Extremely organized and Experience in managing budgets and handling financial documents	Time-Management skills Detail-oriented and able to handle multiple tasks simultaneously	Strong verbal communication	Fast learner and Ability to work independently and as part of a team.
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 **EDUCATION:**

- Penn Foster - Plumbing (2020-2021)
- Penn Foster - Carpentry (2016-2017)
- Fortest College - HVAC Certification (2013-2014)
- Meadowbrook High School- High School Diploma (2008)

 **PROFESSIONAL EXPERIENCE:**

Company: River City Enterprises, LLC	Position: Superintendent	Start Date:	2018
		End Date:	Present

Roles & Responsibilities:

- Oversees daily operations at construction sites.
- Leads daily morning meetings with the entire crew.
- Maintains high-level communication with clients.
- Follows construction drawings and approved plans.
- Orders necessary equipment, tools, and materials.
- Helps set and adhere to the budget and schedule.
- Writes daily logs and other necessary documentation.
- Ensures all local, state, and national business codes and regulations are followed.
- Ensures the team adheres to all company policies and safety protocols.
- Works directly with project managers, architects, engineers, electricians, and other specialists.

Company: Fine Line Trim.	Position: Superintendent	Start Date:	2013
		End Date:	2018

Roles & Responsibilities:








- Oversaw construction activities including hiring and training subcontractors.
- Coordinated daily with sales staff and project managers.
- Provided onsite supervision of subcontractors and laborers.
- Directed and scheduled work activities.
- Evaluated subcontractors' performance and resolved issues.
- Conducted site visits throughout construction to ensure projects were completed on schedule, within budget, and in accordance with contract specifications and aims.
- Monitored subcontractor progress monthly and ensured they maintained quality and safety compliance.
- Provided regular progress reports to project managers, outlining project progress based on schedule and budget.

Company: Integrity One.	Position: Project Manager	Start Date:	2010
		End Date:	2013

Roles & Responsibilities:

- Scheduled work for W2 employers/subcontractors.
- Ensured timely payment for subcontractors.
- Supervised projects to ensure timely completion.

Resume 4-Laborer

DON CARTLIDGE		LABORER							
 [REDACTED]	 don@rivercityenterprises.net	 [REDACTED]							
 SUMMARY: Experienced Class A General Contractor with a comprehensive background in Residential and Commercial construction, including project management, sales, and design-build expertise. Skilled negotiator and effective communicator with a strong track record of fostering lasting relationships with clients, vendors, and team members. Possessing a Class "A" building contractor's license issued by The Commonwealth of Virginia.									
 CORE SKILLS: <table border="1" data-bbox="175 674 1421 926"> <tr> <td>Extremely organized and Experience in managing budgets and handling financial documents</td> <td>Time-Management skills Detail-oriented and able to handle multiple tasks simultaneously</td> <td>Strong verbal communication</td> <td>Fast learner and Ability to work independently and as part of a team.</td> </tr> </table>				Extremely organized and Experience in managing budgets and handling financial documents	Time-Management skills Detail-oriented and able to handle multiple tasks simultaneously	Strong verbal communication	Fast learner and Ability to work independently and as part of a team.		
Extremely organized and Experience in managing budgets and handling financial documents	Time-Management skills Detail-oriented and able to handle multiple tasks simultaneously	Strong verbal communication	Fast learner and Ability to work independently and as part of a team.						
 EDUCATION: <ul style="list-style-type: none"> Bachelor of Science in Building Construction, 1964 Auburn University, Auburn, Alabama 									
 PROFESSIONAL EXPERIENCE: <table border="1" data-bbox="175 1094 1421 1192"> <tr> <td rowspan="2">Company: River City Enterprises, LLC</td> <td rowspan="2">Position: General Contractor</td> <td>Start Date:</td> <td>May 1981</td> </tr> <tr> <td>End Date:</td> <td>Present</td> </tr> </table>				Company: River City Enterprises, LLC	Position: General Contractor	Start Date:	May 1981	End Date:	Present
Company: River City Enterprises, LLC	Position: General Contractor	Start Date:	May 1981						
		End Date:	Present						
Roles & Responsibilities: <ul style="list-style-type: none"> Oversee resolution of all issues during project construction phases. Lead planning, budgeting, and direction of construction projects. Perform pre-construction inspections and manage post-construction projects. Establish relationships with subcontractors and vendors. Act as general contractor for new construction and renovations. Utilize the design-build method, meeting with owners to understand project needs. Develop plans using CAD systems and price out projects accordingly. Coordinate with engineers and architects to address design issues. Work directly with subcontractors, electricians, plumbers, and various trades. 									

Past Projects:

Carmel Christian Academy

- Designed and managed construction of a 50,000 square foot school building.
- Coordinated purchasing of major items from China, resulting in cost savings.
- Project valued at approximately \$7.5 million, with a final appraisal of \$9.5 million.

Classic Granite Company

- Provided metal building for initial project and subsequent addition.
- Collaborated with Gray Construction Co. on design/build project.

Norfolk Navy Base

- Collaborated with S.B. Ballard Construction Co. to re-roof and re-side existing navy warehouse.

WestRock Paper Co

- Designed and built several small metal buildings for log storage yard.

4. OFFEROR DATA SHEET (RFP-SECTION V-PROPOSAL PREPARATION AND SUBMISSION, PAGE NO. 7, POINT NO. 8)

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 7 Months 3
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 #
Canterbury Enterprises	6 years	501 Commerce Rd, Richmond, VA 23224	Gerarld Burr 804-530-2109
Southside Community Development Corporation	1 year	1624 Hull St, Richmond, VA 23224	Jim Chanbers 804-231-4449
Re-Lay Floors, LLC	6 years	205 E German School Rd, Richmond, VA 23224	Jerry Pope 804-240-1645
SJW Concrete	5 years	12160 Deerhill Ct, Midlothian, VA 23112	Chris Searce 804-744-1323
Team Henry Enterprises	7 years	1003 48th St, Newport News, VA 23607	Devon Henry 757-686-4460

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.
Gene Thomas
RiverCity Enterprises
Address: 39 E 3rd St Unit D, Richmond, VA 23224
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: _____

5. SMALL, WOMEN AND MINORITY-OWNED BUSINESSES (SWaM) UTILIZATION PLAN (RFP-SECTION V-PROPOSAL PREPARATION AND SUBMISSION, PAGE NO. 8, POINT NO.5)

ATTACHMENT B

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

Offeror Name: RiverCity Enterprises Preparer Name: Gene Thomas

Date: 7/05/2024

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

If yes, certification number: 830990 Certification date: 2/02/24

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

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: Flooring: On Demand Materials & Services RFP# MPM-1207 Date Form Completed: 7/05/24

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

Offeror / Proposer:
River City Enterprises, LLC
Firm

39 East St Unit D Richmond, VA 23224
Address

Gene Thomas
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)
Canterbury Enterprises, 501 Commerce Rd. Richmond, VA 23224	Gerald Burr 804-530-2109	10953	General Contractor		
Team Henry Enterprises, 2150 Magnolia St Richmond, VA 23223	Devon Henry 804-304-6345	652572	General Contractor		
A&E Flooring, 14914 Highberry Woods Ter Richmond, VA 232319	Evan Gregory 804-389-2248	808954	Flooring		
B&L Floor Covering, INC. 43113 W. Cary ST Richmond, VA 23230	Buran Warriner 804-213-3808	654794	Flooring		

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

RETURN OF THIS PAGE IS REQUIRED

26
20

SWaM Utilization Plan

We have carefully curated a roster of esteemed subcontractors, each chosen for their exceptional capabilities and unwavering commitment to excellence. These strategic partnerships ensure seamless

access to top-tier materials and skilled labor, laying the groundwork for the flawless execution of our projects.

Among our esteemed collaborators, Option One Flooring & Renovations LLC, Seward Commercial Flooring, B&L Floor Covering, INC., and A&E Flooring Canterbury Enterprises, stand out as premier providers of flooring solutions. Renowned for their mastery in both selection and installation, they bring unparalleled expertise to the table, elevating the aesthetic appeal and functionality of our endeavors.

With a shared dedication to craftsmanship and innovation, these partners exemplify our unwavering pursuit of quality and distinction in every aspect of our work. Together, we are poised to deliver results that exceed expectations and set new standards of excellence within the industry.

SWaM Utilization Plan Certification



7. SALES TO VASCUPP MEMBER INSTITUTIONS (RFP-SECTION V-PROPOSAL PREPARATION AND SUBMISSION, PAGE NO. 8, POINT NO.6)

Not Available

8. ADDENDA

Not Available



Request for Proposal

RFP# MPM-1207

Flooring: On Demand Materials & Services

April 9, 2024



REQUEST FOR PROPOSAL

RFP# MPM-1207

Issue Date: April 9, 2024
Title: Flooring: On Demand Materials & Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 9, 2024 for Furnishing The Services Described Herein.

MANDATORY PRE-PROPOSAL: No pre-proposal meeting is required for this solicitation

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

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

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP# MPM-1207

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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 on-demand flooring services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 4,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The University is seeking to partner with qualified contractors to provide for flooring needs across a variety of campus buildings on an as-needed basis.

It is the intent of this RFP to have multiple open award enrollment periods, at the University's option, during the Five (5) Year Term. The University reserves the right to award to new Selected Firm(s) during these open enrollment periods. Selected Firm(s) pricing and discounts will remain for a period of one year from date of Contract. The University or the Selected Firm(s) may negotiate or re-negotiate pricing or service terms during the renewal period. Selected Firm(s) awarded in subsequent generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

A. WORK INCLUDED

1. The Contractor shall provide all supervision, materials, labor, tools, equipment, documentation, and all incidentals required and/or implied for the complete and satisfactory performance of flooring services on an as-needed basis by James Madison University.
2. Work shall include, but not be limited to: the removal, disposal, and installation of flooring.
3. The Contractor shall be responsible for all necessary surface preparation. This shall include the protection of all surface areas, equipment, fixtures, hardware, and similar items that may be in contact with the project area.

4. Flooring types sought by the University include, but are not limited to, VCT Tile, Carpet, Linoleum, Wood Flooring, Luxury Vinyl Tile/Plank, Epoxy, Terazzo, and Ceramic Floor Tiles.
5. The Contractor shall be responsible for cleaning up all work areas and for the removal of their tools and equipment.
6. The Offeror should have the ability to perform multiple tasks within one project or multiple projects simultaneously within a short turnaround period.
7. The Contractor shall be responsible for providing professional level technicians required to accomplish the work and for properly supervising them at the work site.
8. Contractor shall assure that all work is accomplished in compliance with all applicable University, State, Federal, and local laws, ordinances, rules, regulations, and codes including OSHA requirements and the dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order.
9. Contractor shall be responsible for all damages to persons or property that occur as a result of their fault or negligence.
10. Contractor shall be responsible for following manufacturer's recommendations on storage of product prior to installation.
11. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection, or life safety systems or any other building features that will overload or render useless any portion of the facility.

B. PROCEDURES

1. Within two (2) calendar days of receipt of a request, the Contractor shall arrange to visit the work site with the project manager and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished. Drawings and/or sketches and specifications will be provided to the Contractor indicating the areas where work is to be performed and any additional requirements for the completion of that project.
2. Within three (3) calendar days after visiting the work site, the Contractor shall provide to the Project Manager a written quotation of the cost to complete the project. The quotation shall be based upon the total cost per project. All quotations shall also indicate the actual date for start and completion of the work after receipt of the purchase order. These start and completion dates should be agreed upon between the Project Manager and the Contractor and shall be reflected in the Purchase Order.
3. James Madison University reserves the right to furnish any or all of the materials to the Contractor for the project and to adjust the cost accordingly.
4. The University reserves the right to make or obtain other cost estimates prior to authorizing work and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. JMU reserves the right at any time to request a quotation from one or more Contractors with which there is a suitable contract vehicle.

5. Upon approval of the Contractor's quotation received by the University, a Purchase Order will be issued as authority to proceed with the work. The Purchase Order shall incorporate the contractor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates. No work is to be undertaken by the Contractor until a written Purchase Order has been received. All work shall be completed within the timeframe set forth in the purchase order.
6. Contractor shall perform no work which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.
7. The Contractor shall not require the University to sign any separate service/repair agreements for work performed under the contract.

C. DRAWINGS/SPECIFICATIONS

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

D. QUALITY OF WORKMANSHIP

1. All work shall be top commercial quality work performed according to the standards of the industry and to the complete satisfaction of the University.
2. All work shall be performed in accordance with the plans, drawings, specifications, and specific instructions provided by the Agency Project Manager for each project.

Dimensions provided to the Contractor shall be field verified prior to commencing any work. Discrepancies will be resolved by the University before continuing with the work.

E. PERSONNEL QUALIFICATIONS

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

F. USE OF RECYCLED MATERIALS

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

G. INSTALLATION

1. Individuals performing installation shall be trained and competent per the manufacturer recommended methods.

2. Work shall be inspected by the Agency Project Manager and approved if acceptable. Substandard work shall not be accepted. The Contractor shall be required to correct substandard work and materials to the satisfaction of the Agency Project Manager.

H. ASBESTOS

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

I. GENERAL REQUIREMENTS

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

J. TEMPORARY FACILITIES

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

K. SITE CLEAN UP

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

L. COMPLETION PROCEDURE

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

M. INVOICING REQUIREMENTS

1. The contractor shall break down all **quotes and invoices** based on pricing provided in the PRICING SCHEDULE (see Section X. Pricing Schedule).
2. Transportation, travel time, and other expenses will not be paid for separately but must be included in the hourly labor rates.

N. DESCRIBE STATEMENTS

1. Describe how Contractor will handle the requirements listed above and any other needed services.
2. Describe Contractor's capability to perform these requirements in a timely manner.
3. Describe how Contractor will ensure compliance with all applicable standards, rules, and regulations.
4. Describe Contractor's qualifications and experience.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

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

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

- 2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
- 3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

- 1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
- 3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<u>100</u>

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

James Madison University reserves the right, when not in the best interest of the University to decline to award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.

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.]

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. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- R. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- S. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeree within any 12-month period is \$750,000 or more, the bidder/offeree is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeree within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a

condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- T. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- U. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- V. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- W. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- X. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- Y. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- Z. **STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.
- AA. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

IX. METHOD OF PAYMENT

The contractor will be paid 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.

MATERIALS

The Contractor shall provide a % off of list price discount for all manufacturer offered products. Products include all supplies and materials necessary for removal and installation of flooring, including but not limited to, flooring types by manufacturer, stair treads, grout, adhesives, transitions, and any other peripherals for site preparation and installation.

Please include all specifications, warranty period, and recycled content (industrial, pre- and/or post-consumer) when applicable.

An updated catalog or price list will be **required** with each renewal.

The following sample table reflects what information the University requires but may be formatted differently. Add additional lines as needed to list all offerings.

Manufacturer	Product	List Price	% Discount	Extended Price

LABOR

The Contractor shall provide labor rates for the requested roles/positions and shall provide any additional roles/positions as needed to provide the services offered. The following sample table

reflects the information the University requires but may be formatted differently. Add additional lines as needed to list all relevant role/position labor rates.

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

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/support/small-business/regulations-fees.html>.

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)



May 8, 2024

**ADDENDUM NO.: ONE (1)
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# MPM-1207**
Dated: **May 8, 2024**
RFP Closing On: **May 16, 2024 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

1. This addendum extends the due date of the RFP until May 16, 2024 at 2:00 PM

Signify receipt of this addendum by initialing "*Addendum # 1*" on the signature page of your proposal.

Sincerely,

Michael Morrison

Michael Morrison
Buyer Senior
Phone: (540-568-6181)