



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7272

This contract entered into this 11th day of August 2025, by Southern Air, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From September 9, 2025 through September 8, 2026 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-1231 dated April 2, 2025:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated April 15, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated August 4, 2025.

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

CONTRACTOR:
By: [Signature]
(Signature)

FOSTER S. BECKER
(Printed Name)

Title: Vice President

PURCHASING AGENCY:
By: [Signature]
(Signature)

Michael Morrison
(Printed Name)

Title: head Contract Officer and PM

RFP# MPM-1231 ON DEMAND TRADE SERVICES: MECHANICAL & PLUMBING

8/4/2025

The Primary Point of Contact for this Contract is:

Foster Beeker – Vice President

434-385-6200

foster.beeker@southern-air.com

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-1231 and the Contractor's initial response to RFP# MPM-1231, 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-1231 that are not specifically addressed within this negotiation summary are null and void.
4. Southern Air, Inc. agrees that the terms and conditions as stated in the RFP will govern and be abided by.
5. Contractor acknowledges and agrees to abide by all response times as outlined in RFP# MPM-1231.
6. Southern Air, Inc. agrees to use the JMU Standard Proposal Form for quotes under this contract, to include the Southern Air proposal and narrative.
7. Southern Air, Inc. agrees that SWaM subcontractor usage will be reported as applicable to work performed for James Madison University.
8. Southern Air, Inc. agrees to include the PAC agreement as a part of this contract.

NEGOTIATION SUMMARY

SOUTHERN AIR, INC.

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.

The following labor rates are listed by discipline and classification and include base wages, benefits, taxes, insurance and payroll costs complete.

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 1**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 159.00/hour	\$ 214.65/hour
Mechanical Supervisor	\$ 130.00/hour	\$ 175.50/hour
HVAC Supervisor	\$ 130.00/hour	\$ 175.50/hour
Laborer		
Laborer, Mechanical	\$ 90.00/hour	\$ 121.50/hour
Laborer, HVAC	\$ 115.00/hour	\$ 155.25/hour
Mechanic		
Boiler Mechanic	\$ 114.00/hour	\$ 153.90/hour
Sheet Metal Mechanic	\$ 117.00/hour	\$ 157.95/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 114.00/hour	\$ 153.90/hour
*Test & Balance Mechanic	\$ 114.00/hour	\$ 153.90/hour
Junior Mechanic (Helper)	\$ 75.00/hour	\$ 101.25/hour
Technician		
Burner Technician	\$ 120.00/hour	\$ 162.00/hour
HVAC Technician	\$ 120.00/hour	\$ 162.00/hour
Service Technician	\$ 120.00/hour	\$ 162.00/hour
*Controls Technician	\$ 120.00/hour	\$ 162.00/hour
Electrical Technician	\$ 120.00/hour	\$ 162.00/hour
Plumbing Technician	\$ 120.00/hour	\$ 162.00/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 120.00/hour	\$ 162.00/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 120.00/hour	\$ 162.00/hour
*Carpenter	\$ 103.00/hour	\$ 139.05/hour
Electrician	\$ 120.00/hour	\$ 162.00/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 74.00/hour	\$ 99.90/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

Southern Air, Inc. will provide a 15% discount off all published list prices for the following ancillary repair materials and parts: Southern Refrigeration, Aireco, R.E. Michel, Ferguson and Grainger. Southern Air, Inc. will diligently work with all vendors to ensure JMU receives the most competitive solutions as required.

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

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 2

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 114.00/hour	\$ 153.90/hour
Mechanical Supervisor	\$ 110.00/hour	\$ 148.50/hour
HVAC Supervisor	\$ 110.00/hour	\$ 148.50/hour
Laborer		
Laborer, Mechanical	\$ 71.00/hour	\$ 95.85/hour
Laborer, HVAC	\$ 91.00/hour	\$ 122.85/hour
Mechanic		
Boiler Mechanic	\$ 93.00/hour	\$ 125.55/hour
Sheet Metal Mechanic	\$ 85.00/hour	\$ 144.75/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 93.00/hour	\$ 125.55/hour
*Test & Balance Mechanic	\$ 93.00/hour	\$ 125.55/hour
Junior Mechanic (Helper)	\$ 60.00/hour	\$ 81.00/hour
Technician		
Burner Technician	\$ 100.00/hour	\$ 135.00/hour
HVAC Technician	\$ 100.00/hour	\$ 135.00/hour
Service Technician	\$ 100.00/hour	\$ 135.00/hour
*Controls Technician	\$ 100.00/hour	\$ 135.00/hour
Electrical Technician	\$ 100.00/hour	\$ 135.00/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 93.00/hour	\$ 125.55/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 75.00/hour	\$ 101.25/hour
Millwright	\$ 75.00/hour	\$ 101.25/hour
Equipment Operator	\$ 75.00/hour	\$ 101.25/hour
Ironworker	\$ 75.00/hour	\$ 101.25/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 93.00/hour	\$ 125.55/hour
Electrician	\$ 100.00/hour	\$ 135.00/hour
QA/QC (Code Work)	\$ 116.00/hour	\$ 156.60/hour
Project Manager	\$ 116.00/hour	\$ 156.60/hour
Design Engineer	\$ 145.00/hour	\$ 195.75/hour
CAD Designer	\$ 60.00/hour	\$ 81.00/hour

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

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 3

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 130.00/hour	\$ 175.50/hour
HVAC Supervisor	\$ 130.00/hour	\$ 175.50/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 120.00/hour	\$ 162.00/hour
HVAC Technician	\$ 120.00/hour	\$ 162.00/hour
Service Technician	\$ 120.00/hour	\$ 162.00/hour
*Controls Technician	\$ 120.00/hour	\$ 162.00/hour
Electrical Technician	\$ 120.00/hour	\$ 162.00/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 108.79/hour	\$ 146.87/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 120.00/hour	\$ 162.00/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 75.00/hour	\$ 101.25/hour

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

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 4

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 135.00/hour	\$ 182.25/hour
HVAC Supervisor	\$ 135.00/hour	\$ 182.25/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 125.00/hour	\$ 168.75/hour
HVAC Technician	\$ 125.00/hour	\$ 168.75/hour
Service Technician	\$ 125.00/hour	\$ 168.75/hour
*Controls Technician	\$ 125.00/hour	\$ 168.75/hour
Electrical Technician	\$ 125.00/hour	\$ 168.75/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 109.00/hour	\$ 147.15/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 125.00/hour	\$ 168.75/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 75.00/hour	\$ 101.25/hour

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

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 5

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 135.00/hour	\$ 182.25/hour
HVAC Supervisor	\$ 135.00/hour	\$ 182.25/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 125.00/hour	\$ 168.75/hour
HVAC Technician	\$ 125.00/hour	\$ 168.75/hour
Service Technician	\$ 125.00/hour	\$ 168.75/hour
*Controls Technician	\$ 125.00/hour	\$ 168.75/hour
Electrical Technician	\$ 125.00/hour	\$ 168.75/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 109.00/hour	\$ 147.15/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 125.00/hour	\$ 168.75/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
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Item	Manufacturer	List Price	% Discount Off	University Price
		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 6

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 135.00/hour	\$ 182.25/hour
HVAC Supervisor	\$ 135.00/hour	\$ 182.25/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 125.00/hour	\$ 168.75/hour
HVAC Technician	\$ 125.00/hour	\$ 168.75/hour
Service Technician	\$ 125.00/hour	\$ 168.75/hour
*Controls Technician	\$ 125.00/hour	\$ 168.75/hour
Electrical Technician	\$ 125.00/hour	\$ 168.75/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 109.00/hour	\$ 147.15/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 125.00/hour	\$ 168.75/hour
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Project Manager	\$ 145.00/hour	\$ 195.75/hour
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PARTS & SUPPLIES				
Item	Manufacturer	List Price	% Discount Off	University Price
		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 7

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 116.00/hour	\$ 156.60/hour
Mechanical Supervisor	\$ 125.00/hour	\$ 168.75/hour
HVAC Supervisor	\$ 125.00/hour	\$ 168.75/hour
Laborer		
Laborer, Mechanical	\$ 64.00/hour	\$ 86.40/hour
Laborer, HVAC	\$ 86.00/hour	\$ 116.10/hour
Mechanic		
Boiler Mechanic	\$ 110.00/hour	\$ 148.50/hour
Sheet Metal Mechanic	\$ 86.00/hour	\$ 116.10/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 110.00/hour	\$ 148.50/hour
*Test & Balance Mechanic	\$ 110.00/hour	\$ 148.50/hour
Junior Mechanic (Helper)	\$ 55.00/hour	\$ 74.25/hour
Technician		
Burner Technician	\$ 115.00/hour	\$ 155.25/hour
HVAC Technician	\$ 115.00/hour	\$ 155.25/hour
Service Technician	\$ 115.00/hour	\$ 155.25/hour
*Controls Technician	\$ 115.00/hour	\$ 155.25/hour
Electrical Technician	\$ 115.00/hour	\$ 155.25/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 86.80/hour	\$ 117.18/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 75.00/hour	\$ 101.25/hour
Millwright	\$ 75.00/hour	\$ 101.25/hour
Equipment Operator	\$ 75.00/hour	\$ 101.25/hour
Ironworker	\$ 75.00/hour	\$ 101.25/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 110.00/hour	\$ 148.50/hour
Electrician	\$ 115.00/hour	\$ 155.25/hour
QA/QC (Code Work)	\$ 116.00/hour	\$ 156.60/hour
Project Manager	\$ 116.00/hour	\$ 156.60/hour
Design Engineer	\$ 145.00/hour	\$ 195.75/hour
CAD Designer	\$ 60.00/hour	\$ 81.00/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

Southern Air, Inc. will provide a 15% discount off all published list prices for the following ancillary repair materials and parts: Southern Refrigeration, Aireco, R.E. Michel, Ferguson and Grainger. Southern Air, Inc. will diligently work with all vendors to ensure JMU receives the most competitive solutions as required.

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

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 8

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 135.00/hour	\$ 182.25/hour
Mechanical Supervisor	\$ 115.00/hour	\$ 155.25/hour
HVAC Supervisor	\$ 115.00/hour	\$ 155.25/hour
Laborer		
Laborer, Mechanical	\$ 75.00/hour	\$ 101.25/hour
Laborer, HVAC	\$ 99.00/hour	\$ 133.65/hour
Mechanic		
Boiler Mechanic	\$ 110.00/hour	\$ 148.50/hour
Sheet Metal Mechanic	\$ 99.00/hour	\$ 133.65/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 110.00/hour	\$ 148.50/hour
*Test & Balance Mechanic	\$ 110.00/hour	\$ 148.50/hour
Junior Mechanic (Helper)	\$ 64.00/hour	\$ 86.40/hour
Technician		
Burner Technician	\$ 105.00/hour	\$ 141.75/hour
HVAC Technician	\$ 105.00/hour	\$ 141.75/hour
Service Technician	\$ 105.00/hour	\$ 141.75/hour
*Controls Technician	\$ 105.00/hour	\$ 141.75/hour
Electrical Technician	\$ 110.00/hour	\$ 148.50/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 101.00/hour	\$ 136.35/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 86.00/hour	\$ 116.10/hour
Millwright	\$ 86.00/hour	\$ 116.10/hour
Equipment Operator	\$ 86.00/hour	\$ 116.10/hour
Ironworker	\$ 86.00/hour	\$ 116.10/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 110.00/hour	\$ 148.50/hour
Electrician	\$ 110.00/hour	\$ 148.50/hour
QA/QC (Code Work)	\$ 135.00/hour	\$ 182.25/hour
Project Manager	\$ 135.00/hour	\$ 182.25/hour
Design Engineer	\$ 168.00/hour	\$ 226.80/hour
CAD Designer	\$ 69.00/hour	\$ 93.15/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

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

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

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

Rates by Role for RFP# MPM-1231
 On Demand Trade Services: Mechanical & Plumbing
 Zone 9

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 135.00/hour	\$ 182.25/hour
Mechanical Supervisor	\$ 110.00/hour	\$ 148.50/hour
HVAC Supervisor	\$ 110.00/hour	\$ 148.50/hour
Laborer		
Laborer, Mechanical	\$ 75.00/hour	\$ 101.25/hour
Laborer, HVAC	\$ 99.00/hour	\$ 133.65/hour
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Junior Mechanic (Helper)	\$ 64.00/hour	\$ 86.40/hour
Technician		
Burner Technician	\$ 100.00/hour	\$ 135.00/hour
HVAC Technician	\$ 100.00/hour	\$ 135.00/hour
Service Technician	\$ 100.00/hour	\$ 135.00/hour
*Controls Technician	\$ 100.00/hour	\$ 135.00/hour
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Welding		
Certified Welder, work	\$ 100.68/hour	\$ 132.92/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 86.00/hour	\$ 116.10/hour
Millwright	\$ 86.00/hour	\$ 116.10/hour
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Ironworker	\$ 86.00/hour	\$ 116.10/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
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Electrician	\$ 100.00/hour	\$ 135.00/hour
QA/QC (Code Work)	\$ 135.00/hour	\$ 182.25/hour
Project Manager	\$ 135.00/hour	\$ 182.25/hour
Design Engineer	\$ 168.00/hour	\$ 226.80/hour
CAD Designer	\$ 69.00/hour	\$ 93.15/hour

NEGOTIATION SUMMARY

SOUTHERN AIR, INC.

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

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

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

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 9th day of September, 2025 is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Southern Air, Inc., (“Vendor”).

TERM

The term of this Agreement shall begin September 9, 2025 to September 8, 2026 with (4) four one-year renewal options, and an expected final expiration date of September 8, 2030. This end date coincides with the Primary Agreement’s (UCPJMU7272) end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7272, dated August 11, 2025 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor’s logo on the Consortium website

III. Payment

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

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

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

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

Michael Morrison
Lead Contract Officer & PM
JMU Procurement Services
752 Ott Street, MSC5720
Harrisonburg, VA 22807

If to Vendor:

Foster Beeker, Vice President
Southern Air, Inc.
1-434-385-6200
2655 Lakeside Drive
Lynchburg, VA 24501
Email: foster.beeker@southern-air.com

ACCEPTANCE

For James Madison University

For Southern Air, Inc.

Michael Morrison

Michael Morrison
Lead Contract Officer & Project Manager

8-14-2025
Date

Foster Beeker

Foster Beeker
Vice President

8-14-2025
Date

Agreement #: UCPJMU7272-PAC



RFP MPM-1231

On Demand Trade Services:
Mechanical & Plumbing



Working Together....



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2	Plan & Methodology Statement of Needs (V.B.2)
3	Expertise, Qualifications & Experience of Firm (V.B.3)
4	Contractor Licenses Quality Control - Certifications of Firm Sample Certificate of Insurance (V.B.3)
5	Organizational Chart Personnel Resumes Assigned to Project (V.B.3)
6	Offeror Data Sheet – Attachment A (V.B.4)
7	Small Business Subcontracting Plan – Attachment B (V.B.5)
8	Amount of Sales with VASCUPP Members (V.B.6)
9	Proposed Cost – Attachment F (V.B.7)
10	Additional Materials Background Screening Safety Culture Substance Abuse Policy

Tab 1
Request for Proposal &
All Addenda
Acknowledgements

V.B.1



Request for Proposal

RFP# MPM-1231

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

April 2, 2025



REQUEST FOR PROPOSAL
RFP# MPM-1231

Issue Date: April 2, 2025
Title: On Demand Trade Services: Mechanical & Plumbing
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 6, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

MANDATORY/ OPTIONAL PRE-PROPOSAL: None

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Lead Contract Officer & Project Manager, 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:

Southern Air, Inc.
2655 Lakeside Dr
Lynchburg, VA 24501

By: 
(Signature)

Name: Foster Beeker
(Please Print)

Date: 4/15/2025

Title: Vice President

Web Address: www.southern-air.com

Phone: 434-385-6200

Email: foster.beeker@southern-air.com

Fax #: 434-385-9081

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-1231

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Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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

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

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

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

Attachment I: VHEPC PAC Agreement

I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The University is seeking to partner with qualified contractors to provide mechanical and plumbing trade services across a variety of campus buildings on an as-needed basis. Over the five year period of the previous contracts, the University has generated approximately 15 million dollars of spend with the current contractors and these contracts have been used beyond James Madison University by VASCUPP institutions and other agencies in the Commonwealth of Virginia.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

A. GENERAL NEEDS & EXPECTATIONS

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

7. The Contractor shall assure that all work is accomplished in compliance with all applicable University, State, Federal, and local laws, ordinances, rules, regulations, and codes including OSHA requirements and the dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order.
8. The Contractor shall be responsible for all damages to persons or property that occur as a result of their fault or negligence.
9. The Contractor shall be properly licensed for all work to be performed and shall furnish copies of relevant licenses as part of their proposal. Class A Contractor's License is preferred.
10. The Contractor shall warrant the work, and supply written verification of warranty to the project manager. Warranty requirements will be provided by the University on a per-job basis.
11. The Contractor's job foreman and project manager or project lead, if the same person is serving in both capacities, shall be present on the job site during all work.
12. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection, or life safety systems or any other building features that will overload or render useless any portion of the facility.
13. The University reserves the right to specify precisely the types of materials to be utilized.

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

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

C. MECHANICAL & PLUMBING SERVICES

1. Steam Turbine Repair Services: to include disassembly, inspection, and repair with authorized manufacturer's representative on-site during all inspection and repair procedures.

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

D. HVAC SERVICES

1. Service, Repair, and Installation of residential and commercial HVAC systems of up to 25 tons.
2. Service, Repair, and Installation of residential and commercial HVAC systems over 25 tons.
3. To include:
 - a. Sales of new HVAC equipment and systems;
 - b. Installation of HVAC equipment with the associated duct systems, refrigerant, piping, water piping, pipe insulation, electrical wiring, and control wiring;
 - c. Provide factory authorized technicians to perform start up, service, and repair of such systems;

- d. Service Technicians must be EPA Certified for proper refrigerant use;
- e. Provide balancing of air distribution, hydronic heating, cooling, and condenser water systems.

E. PROCEDURES

Because this contract shall be multiple awards, projects will be distributed amongst the contractors in the following manner. The University may select any one of the contracted vendors if a project is valued at less than \$200,000. If the project is valued at \$200,000 or more, then all contractors under this contract will be contacted, a site visit shall be held, and a proposal will be requested from each for that particular project. The contractor will then be selected based on those proposals. No single project under this contract shall exceed \$1,000,000.

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

F. DRAWINGS/SPECIFICATIONS

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

G. QUALITY OF WORKMANSHIP

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

H. PERSONNEL QUALIFICATIONS

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

I. USE OF RECYCLED MATERIALS

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

J. INSTALLATION

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

K. ASBESTOS

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

L. GENERAL REQUIREMENTS

1. General or Primary Contractor shall employ subcontractors actively engaged in the appropriate trade. The subcontractors shall have sufficient experience in commercial construction practices to complete the project satisfactorily.
2. General or Primary Contractor shall submit a list of subcontractors to the Agency Project Manager. List shall be submitted along with the Contractor’s quotation. Project Manager reserves the right to reject subcontractors.

3. All accidents or emergencies shall be reported immediately to Campus Police (540) 568-6911 and to the Project Manager.
4. All materials, supplies, and equipment used in this project shall be new and free from defects and shall be installed in accordance with the manufacturer's recommendations.

M. TEMPORARY FACILITIES

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

N. SITE CLEAN UP

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

O. COMPLETION PROCEDURE

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

P. INVOICING REQUIREMENTS

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

V. **PROPOSAL PREPARATION AND SUBMISSION**

A. GENERAL INSTRUCTIONS

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

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

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. **ELECTRONIC SUBMISSION:**

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS.

PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **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.
 - iii. 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.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

3. 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.
4. 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. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. 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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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 via email directly to the Procurement Officer listed on the signature page of this solicitation or 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 or swamreporting@jmu.edu .**
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 or swamreporting@jmu.edu .** 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 or swamreporting@jmu.edu .

- K. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

- M. **CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- O. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

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

- R. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

- S. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.

- T. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name	Southern Air, Inc.
Subcontractor Name	
License #	2701001733
Type	Class A Contractor

- U. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

- V. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

- W. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- X. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.
- Y. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Z. WORK ESTIMATES: Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- AA. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

IX. METHOD OF PAYMENT

The contractor will be paid 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.

Specify any associated charge card processing fees, if applicable, to be billed to the university.

Attachment F should be used to provide pricing for all role designations, material, and products to be offered to the University.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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

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

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

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

Attachment I: VHEPC PAC Agreement

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

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

Christopher Newport University (Newport News)

College of William and Mary (Williamsburg)

Norfolk State University (Norfolk)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Virginia State University (Petersburg)

Zone 9

University of Virginia - Wise (Wise)

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing**

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

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

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

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

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

Attachment G
JMU Term Contract Work Standard Proposal Form



Labor by Role (Prime Contractor	Rate	Hours	Ext. Price
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Labor Subtotal			\$0.00

Proposed Subcontractor	SWaM Certified?	Sub Base Cost	% Sub Markup	Ext. Price
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subcontractor Subtotal				\$0.00

Descriptive Statements
<i>(Price to Include, Price Not to Include, Allowances, Submittals, etc.)</i>
<i>(use additional sheets as needed)</i>

Equipment, Materials, & Services	Base Cost	% Discount	Ext. Price
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
Equipment, Materials, & Services Subtotal			\$0.00

Contractor's Project Mgr.	
Project Start Date	
Project End Date	

Total Project Cost	\$0.00
---------------------------	---------------

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and [VENDOR NAME], ("Vendor").

TERM

The term of this Agreement shall begin [Date] to [Date] with [Number] of [Number] year renewal options, and an expected final expiration date of [Date]. This end date coincides with the Primary Agreement's [Agreement Number] end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMXXXXX, dated MONTH XX, 20XX (the "Primary Agreement"), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor's logo on the Consortium website
- III. Payment:
- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

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

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

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

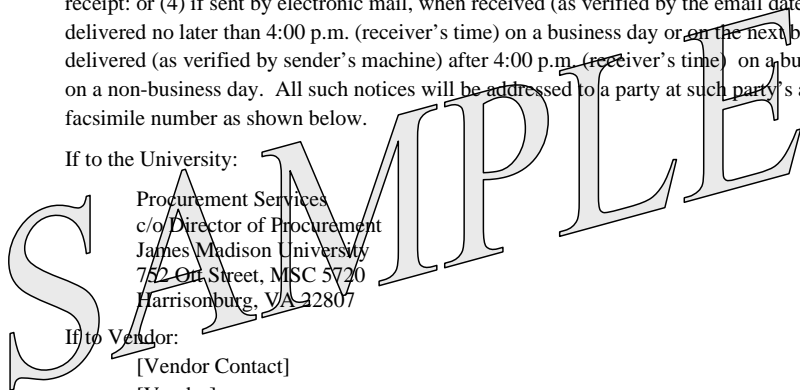
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 On Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
[City, State, Zip]
Email: [Vendor Email]
Fax: [Fax]



ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract Number]-PAC

SAMPLE

Tab 2
Plan & Methodology
Statement of Needs

V.B.2

Section V.B.2 Plan & Methodology – Statement of Needs

Plan & Methodology

Southern Air’s attention to detail with preplanning fast-track projects by negotiating with vendors and customers enables us to provide excellent service based on individual customer’s needs. Our unlimited bonding, financial strength and manpower resources allows us to complete multiple projects at one time.

We have successfully retained all institutional contracts over the past five years with the exception of those rebid due to budgetary requirements.

Southern Air, Inc. offers the following plan for Mechanical & Plumbing Services at James Madison University

- ☐ Provide qualified service personnel for steam turbine repairs – with authorized manufacturer’s represented on-site
- ☐ Provide qualified boiler replacement services – from complete replacement, start up, tuning and commissioning
- ☐ Provide factory trained and qualified service personnel for boiler tuning services
- ☐ Provide certified “R” stamp welding repair services – evaluating problems, inspection and all documentation for “R” stamp services
- ☐ Provide certified “U” stamp welding services – complete engineering, design, fabrication and inspection per ASME
- ☐ Provide qualified personnel for direct buried piping repair and replacement services – certified welders, excavation, installing, and all procedures for testing and flushing per the manufacturer
- ☐ Provide engineering, design, fabrication and installation of safety rails in accordance with OSHA
- ☐ Provide factory-authorized start up
- ☐ Provide qualified personnel for water-proofing and sealing of tunnels and manholes
- ☐ Provide Pump Installation ,replacement,repair,alignment and troubleshooting
- ☐ Provide qualified contractor for insulation projects
- ☐ Provide electrical service and repair applicable to appropriate mechanical & plumbing applications
- ☐ Provide miscellaneous piping repair and replacement services
- ☐ Provide plumbing services
- ☐ Provide duct-tile iron waterline pipe repairs and replacement services
- ☐ Provide sanitary sewer and storm water pipe repair and replacement services
- ☐ Provide cured-in-place pipe services
- ☐ Provide electrical service and repairs with internal personnel and with subcontractors on large projects

Section V.B.2 Plan & Methodology – Statement of Needs

- ☐ Provide qualified personnel for miscellaneous piping repairs and replacement service of multiple pipe systems
- ☐ Provide mechanical service for X-ray welding, natural gas pipe repairs and installation, hot water systems, steam systems, renovation and upgrades to piping systems
- ☐ Provide qualified personnel to install, repair or replace water main, sewage, hot water heaters, showers, faucets, sinks, backflow preventers, booster pumps, water softeners and flow meters

Section V.B.2 Plan & Methodology – Statement of Needs

Southern Air, Inc. offers the following plan for HVAC Services at James Madison University.

We have 6 Service technicians in the Harrisonburg office who are fully EPA certified and capable of servicing JMU's equipment in the 2 ton to 25 ton residential to light commercial range. We also have sales and quoting capabilities and engineering support for projects, service and installation. Harrisonburg has technicians who are factory certified to start up and repair a complete line of equipment. Examples: PK, Trane, York Shipley, factory trained capable of startup. We also have in Harrisonburg water treatment capabilities with in house staff. We can offer electrical service too. Air distribution, hydronic heating, cooling and condenser water systems balancing are routinely performed by Southern Air's Commissioning Department. However, industry standards often require third-party ABB certified balancing companies. Any subcontractor's Southern Air would utilize are listed under Tab 7 Subcontracting Plan.

Three Step Methodology:

- Assign Project Lead Technician

Define Project Scope:

- Inform Lead Technician as to the scope of work using field drawing (if required) and other relevant documents (quote letters) including time frames, schedules, project expectations, and equipment installation manuals

Preparation:

- Set up the project base and compile the field installation consumables list
- Determine the initial equipment and supplies list to procure using list of items specified in bid package or quote
- Agree on safe systems of work with all interested parties (fire permits, safety equipment needed, etc.)
- Compile the commissioning procedures
- Determine laydown area or other space for staging material and equipment as well as parking
- Verification of controls sequence of operation of new equipment or modifications
- Coordinate with facilities management as to any demo

Section V.B.2 Plan & Methodology – Statement of Needs

Implementation:

- ☐ Receive materials and mobilize after confirming the schedule with JMU facilities management
- ☐ Begin installation of equipment per all applicable codes and specifications
- ☐ Clean work area daily and inspect site for safety hazards and correct deficiencies
- ☐ Complete project per specification interface with JMU personnel and advise of completion
- ☐ Start up the equipment once all is verified as complete
- ☐ Validate equipment performance with JMU quality team as well as Southern Air commissioning
- ☐ Update commissioning documents and standard operating procedures to as commissioned status

Closeout:

- ☐ Manager post start-up modifications
- ☐ Update training documents to as commissioned status
- ☐ Turnover of required documents to JMU project management

Tab 3
Expertise, Qualifications &
Experience of Firm

V.B.3



V.B.3 Expertise, Qualifications & Experience of Firm

Corporate History

Founded in 1946, Southern Air has grown from a residential heating company with 15 employees to a full-service design/build industrial, commercial and institutional contractor. Southern Air currently employs over 800 team members and has an annual volume of approximately \$200,000,000.

Over the years, the demands of the industry have changed, but our unyielding dedication to quality service has not.

One of the southeast’s leading Mechanical and Electrical Contractors, Southern Air specializes in the design, installation and service of the following systems:

- ☐ Heating, Ventilating & Air Conditioning
- ☐ Electrical
- ☐ Plumbing
- ☐ Piping



Southern Air is very diversified and offers a wide variety of related services include Building Automation Systems (HVAC Controls), Industrial Maintenance (Millwright/Rigging), Boilers, Chillers and HVAC Water Treatment.

Southern Air is headquartered in Lynchburg, Virginia with additional offices located in:

Virginia
Charlottesville
Fredericksburg
Harrisonburg
Newport News
Richmond
Roanoke
Winchester

West Virginia
Bluefield
Morgantown

North Carolina
Greensboro

We have the experience, manpower, equipment, training, financial stability and clout with our suppliers to outperform our competitors. Our long list of comprehensive services, extensive experience and reputation for innovation and economy has proven to be an asset for our clients.



V.B.3 Expertise, Qualifications & Experience of Firm

We deliver the highest degree of quality in our workmanship and attention to working safely. Southern Air has been recognized by three national construction organizations: Associated General Contractors (AGC), Associated Builders & Contractors (ABC), and by a worldwide industry publication, Engineering News & Record (ENR) as being a leader in the industry in providing:

- ✓ **Quality**
- ✓ **Education/Training**
- ✓ **Safety**
- ✓ **Prefabrication/Technology**

Employee development is our top priority and is essential to our continued growth. We take our training to the next level to ensure our team members don't just know how to do the job; they know how to do the job better. Our commitment to employee training and development means that we have the best equipped team in the business, capable of handling jobs that range widely in size, type, complexity and location. We are a merit shop that values and rewards hard work, innovation and advancement.

Southern Air was the first contractor in the Region 2000 area to implement a four-year State approved Apprenticeship Program. We utilize the "Wheels of Learning" curriculum (a national standard) developed by the National Center for Construction Education and Research (NCCER). We also received the ABC's Paragon Award for Excellence in Safety for five consecutive years. We have currently worked over 2 million manhours without a lost time accident. Our EMR is .91 and our recordable incident rate for 2024 is 1.6; both well below national averages. In addition, Southern Air was instrumental in developing the Associated General Contractors' Central Virginia Safety Alliance.

When considering best value, you must include integrity. We have always conducted our relationship with our clients in the highest degree of integrity.



V.B.3 Expertise, Qualifications & Experience of Firm

Mission Statement

Southern Air is dedicated to being the industry leader in designing, constructing and maintaining Mechanical and Electrical systems. We strive for excellence in everything we do; working as a team to benefit our associates, customers and the communities we serve while never compromising our values and integrity.

Our mission statement is based on the following principles:

- ▣ **To provide our customers with quality, economically operating systems; and to install and service these systems to the best of our ability.**
- ▣ **To provide meaningful employment and good working conditions for our employees.**
- ▣ **To provide increased value growth for our stockholders through profits, the ultimate measure of our performance.**
- ▣ **To never compromise our integrity and pursue our mission in a manner that commands respect for its integrity and its positive contribution to society.**

We are dedicated to the Pursuit of our Mission and to the Quality of our Service. We strive for Excellence in everything we do; working as a team to be the Best, ultimately benefiting our employees and the company.



V.B.3 Expertise, Qualifications & Experience of Firm

Vision

Our vision is to continue our growth towards becoming the preferred Mechanical & Electrical contractor in the Southeast. We will foster a culture that will incorporate **Continuous Training** and **Growth Opportunities for our Associates**, the **Application of Innovative Technology, Quality Workmanship**, and **Extraordinary Customer Service**.

This is accomplished in an environment where trust and mutual respect are paramount as exemplified in the following principles:

Safety shall be the first consideration for any task. Our associates are our greatest asset, and nothing is more important than their health and well-being.

We value the excellent **reputation** we have built and will protect it by always doing the right thing.

We promote **mutual respect** by treating others as we would expect to be treated.

We believe a **fair profit** is essential to achieving our mission of serving our customers and developing the careers of all our associates.

We demand the highest level of **workmanship**, quality and commitment from all associates in serving our customers and fellow team members.

We foster a culture of **trust** that empowers our team to serve our customers and one another.



V.B.3 Expertise, Qualifications & Experience of Firm

Code of Ethics

The purpose of this ethics policy is to communicate Southern Air, Inc. values and outline Company expectations of employees and business partners. This policy shall apply to all employees of, and business partners associated with Southern Air, Inc. (herein referred to as “the Company”). Southern Air, Inc. is committed to the highest standards of social and business practices. All employees of business partners associated with Southern Air, Inc. are expected to observe the highest possible standards of integrity as they conduct day-to-day operations, complying with all applicable Local, State and Federal laws, regulations and rules.

Employees are expected to read, understand, and comply with this policy at all times. It is the responsibility of the employee to ask for clarification if anything in this policy is not clear. This policy is designed to be a guideline and cannot cover every possible situation which may arise in day-to-day operations of the Company. Employees should ask Management about situations which are not directly covered by this policy. Employees are expected not only to comply with this policy but also to report known violations to Management.

Discrimination

Southern Air, Inc. is an equal opportunity employer and shall treat all employees and partners fairly. The Company does not discriminate on the basis of age, color, religion, disability, race/ethnicity, veteran status, gender or marital status.

The Company shall not tolerate harassment of or discrimination against any employee, applicant for employment or business partner by an employee or business partner in the workplace or on Company jobsites.

Conduct

The Company’s policy is to maintain a work environment free from all forms of harassment, discrimination and inappropriate conduct and to insist that all employees and business partners be treated with dignity, respect and courtesy. Employees are expected to conduct themselves in a professional manner at all times when conducting Company business. Any conduct that fails to show appropriate respect to others including fellow employees, customers, and suppliers violates the Company’s values. The following are examples of unacceptable conduct: insults, threats, intimidation, profanity, ridicule, vulgarity, discrimination, harassment, physical or verbal abuse, sexually explicit humor, conversation, or behavior, gossip, slurs or stereotyping, unwelcome sexual advances, unwelcome touching or invasion of personal space, ignoring the rights of others, and insensitivity to the beliefs and customs of others.



V.B.3 Expertise, Qualifications & Experience of Firm

Any act that involves theft, fraud, embezzlement, or misappropriation of any property, including that of Southern Air, Inc. or any of its employees, suppliers, or customers, is strictly prohibited. Activities conducted on behalf of the Company must reflect the standards of honesty, loyalty, trustworthiness, fairness, accountability and concern for others.

Southern Air, Inc. encourages employees to do the right thing. This includes reporting all violations of the law or of Company policies. Management will investigate all such reports and will take appropriate action. Retaliation against any employee for the good faith reporting of a suspected violation or for participating in any investigation of a suspected violation will not be tolerated

Health and Safety

Southern Air, Inc. is committed to providing a safe and healthy environment for its employees and business partners. The Company recognizes that a healthy and safe workplace comes from a culture of minimizing risk through employee training, effective and consistently applied policies and procedures, and leadership support through all levels of the Company. The Company and employees together will ensure that all Southern Air, Inc. equipment and machinery is operated within manufactures parameters and is maintained and kept in good working order. The Company strictly prohibits the use of any illegal substances or the consumption of alcohol by the employees and business partners in the workplace and on all Company job sites.

Hiring Third Parties

Sales agents, consultants, independent contractors, temporary workers and suppliers of the Company are expected to observe the same standards of conduct as Southern Air, Inc. employees when conducting business with or for the Company. No employee may indirectly or through agents, do anything the employee is prohibited from doing hereunder. Integrity is a key consideration for the selection of subcontractors and vendors. Thorough due diligence shall be conducted before retaining any sales agent, consultant, representative, independent contractor, external temporary worker or supplier.

Product Safety

Southern Air, Inc. provides quality products and services that are designed and installed to meet applicable industry standards, codes, regulations, laws and contractual requirements. The Company strives to ensure that all products and services are safe for its customers and the public. Delivering our products and services in this manner fulfills the Company's commitment to its core values while also enhancing the Company's competitive position in the marketplace and inspiring the confidence of its customers.



V.B.3 Expertise, Qualifications & Experience of Firm

Confidentiality

During the course of day-to-day business employees and business partners of Southern Air, Inc. are exposed to information that is considered confidential to the Company. Confidential information includes, but is not limited to, strategic plans, sales data, customer lists, financial information, product designs, information regarding negotiations with suppliers and customers, agreements or dealings with suppliers and customers, business operations and processes, personal and company related employee information, software, trademarks, and similar information from customers or suppliers. Disclosure of any confidential information could result in significant damage to the Company and its ability to conduct business. Disclosure of confidential information to any person or organization, directly or indirectly, without prior written consent from the Company is prohibited. Using confidential information for commercial or other purposes other than conducting Company business is prohibited and may be illegal. The responsibility to maintain the confidentiality of company information survives an employment termination or the termination of a supplier agreement.

Accurate Records & Reports

Every employee of Southern Air, Inc. has the responsibility to maintain accurate and complete records and reports. Employees may not make any false statements, misleading or artificial entries, or material omissions or misrepresentations in any of the company books, financial records, or other documents or communications. All financial transactions shall be fully and completely documented and recorded in the Company's accounting records. Any report, document, or statement submitted to the government or communicated publicly must be accurate, complete, and timely. Safeguarding the Company's assets and records is the responsibility of all employees and representatives. Employees should use and maintain assets with care and respect, while guarding against waste and abuse.

Privacy

Southern Air, Inc. is committed to respecting the privacy rights of its employees and customers. The Company has implemented a standard of limited access and a variety of security measures to maintain the safety of personal and confidential information. It is the responsibility of every employee to respect and maintain the privacy of Southern Air, Inc. customers and fellow employees. Employee and customer information should not be used for personal benefit or for the benefit of others.

Outside Business Interests

Southern Air, Inc. recognizes and respects the rights of employees to take part in financial, business, employment, or other activities outside of their jobs with the Company. These activities must be lawful and free of any potential conflicts with employees' responsibilities with the Company. A conflict of interest arises when an



V.B.3 Expertise, Qualifications & Experience of Firm

employee uses his or her position at Southern Air, Inc. for personal gain or when the employee's personal interests' conflicts with or are put ahead of the Company's interests. All employees must avoid any actions or relationships that could conflict with, or appear to conflict with, the interests of the Company. Examples of conflicts of interest include but are not limited to:

- ☐ **Accepting or offering payments, gifts or favors from or to companies doing business with the Company**
- ☐ **Taking personal advantage of opportunities, you discovered through the use of Company property, information, or position**
- ☐ **Using the Company's name, reputation, information or assets for personal gain**
- ☐ **Any outside business interests that affect an employee's job performance with Southern Air, Inc.**
- ☐ **Directly or indirectly working for a competitor of the Company**

It is the responsibility of the employee to advise company management of any potential or actual conflicts of interest and to consult management if it is unclear whether a situation is considered a conflict of interest.

Non-Solicitation

Under no circumstance should an employee or partner of Southern Air, Inc. at any time present or solicit a bribe to or from any third party to coerce business for or with the Company or for personal gain. Any employee found offering or soliciting bribes to or from any third party will face disciplinary action up to and including termination. Any business partner found offering or soliciting bribes will no longer be allowed to conduct business with the Company.

Antitrust & Competition

It is Company policy to compete fairly and vigorously. All employees must comply with antitrust and competition laws. All product and service development, manufacturing, purchasing and sales efforts must conform to the highest ethical standards. Antitrust laws prohibit agreements or understandings among actual or potential competitors to fix or control prices, fix bids, or boycott specified suppliers or customers, or limit the production and sales of product lines. Other laws prohibit controlling the resale pricing of distributors and dealers, publicly disparaging a competitor, misrepresenting Company products or services, stealing trade secrets or offering or paying bribes or kickbacks.



V.B.3 Expertise, Qualifications & Experience of Firm

Compliance with Applicable Laws

All employees and business partners of Southern Air, Inc. shall, at all times act, in accordance with the laws, rules and regulations of the governing jurisdictions in which Southern Air, Inc. conducts business.

Violations of Code of Ethics

Any violation of this Code of Ethics by any employee of Southern Air, Inc. is grounds for disciplinary action up to and including dismissal. Any violation of this Code of Ethics by a business partner may lead to disassociation from the Company.



V.B.3 Expertise, Qualifications & Experience of Firm

Performance...

The Southern Air Difference

In 1946, George Costan began Southern Air in downtown Lynchburg, Virginia out of a desire to build a strong company through dedication to customers. From that moment on, he created one of the largest privately owned Mechanical, Electrical and Service Contracting Companies in the Southeast.

I'm sure his initial vision didn't include Digital BAS Controls, Variable Refrigerant Flow (VRF) Systems or 3 Dimensional Computerized Models, but his inspiration does. Customer satisfaction drives everything we do. At Southern Air, we approach every customer as a potential partner. We provide solutions through constant communication that helps us better understand and adapt to our customers' needs. With a reputation for continually setting the bar higher and higher, Southern Air has become one of the most respected Design/Build and Contracting firms in Virginia.

Through hard work and determination, almost 75% of our work comes from repeat customers who place their trust in a solid company with outstanding people and exceptional results.

79

**Years of
Service**

10,000+

**Years of
Combined Experience**



V.B.3 Expertise, Qualifications & Experience of Firm

Whether its new construction or renovation work, our team of highly qualified certified welders can get the job done. Southern Air is certified in many types of code welding and welding processes. We are fortunate to maintain an “R” Stamp for repairing pressure vessels. In our 70 plus years in the trade, we have performed thousands of projects for numerous customers while meeting critical deadlines.

- ☐ ASME Certified “S” & “U” Pipe Welding
- ☐ Certified “R” Stamp Pressure Vessel Welding
- ☐ MIG (Metal Inert Gas) TIG (Tungsten Inert Gas) Qualified
- ☐ SMAW (Shielded Metal Arc Welding) Certified
- ☐ Aluminum Certified
- ☐ Pre-Fab utilizing BIM (Building Information Modeling)



V.B.3 Expertise, Qualifications & Experience of Firm

Projects

Our resume includes numerous major colleges and universities in Virginia and a host of the smaller institutions. From simple Mechanical upfits to Energy Plants with 42" welded piping, Southern Air can provide the expertise to get the job done on time and within budget.

Southern Air has extensive experience working at James Madison University and has been previously approved by the university as an On Demand Pre-Qualified Contractor for Mechanical, Plumbing and Electrical.

Our team of professionals are ready for every challenge:

- ▣ **Project Managers and Engineers on Staff**
- ▣ **Commitment to Continuous Training and Improvement**
- ▣ **Buying Power with Large Vendors**
- ▣ **Numerous Accreditations Including Welding/Brazing**
- ▣ **OSHA 10 Trained Mechanics**
- ▣ **OSHA 30 Trained Leadmen (Superintendents)**

Certified Installers

Largest Percentage of Our Work Continues to be "Repeat Customers"

Latest Scheduling / Update Software

Project Experience Ranges from \$1,000 to \$20 Million



V.B.3 Expertise, Qualifications & Experience of Firm

Major Clients





V.B.3 Expertise, Qualifications & Experience of Firm

Industrial Projects

	<i>Location</i>	<i>Contract</i>
Delta Star	Lynchburg, VA	\$2.3M
Belvac	Forest, VA	\$1.5M
Virginia Metal Treating	Lynchburg, VA	\$1M
Devils Backbone Brewery	Lexington, VA	\$4.0M
Teva Glatt Facility	Lynchburg, VA	\$1.2M
Tessy Plastics	Lynchburg, VA	\$3.0M
CB Fleet	Lynchburg, VA	\$.5M
Toray Plastics	Front Royal, VA	\$1.4M
Eurocomposites Manufacturing Facility	Culpeper, VA	\$1.5M
Intrinergy Steam Plant	Wiggins, MS	\$1.8M
Volvo Assembly & Warehouse Bldg	Dublin, VA	\$5.0M
Old Virginia Candle Company	Lynchburg, VA	\$.5M
Wrangler Manufacturing Plant	Luray, VA	\$1.5M
Liberty Fabrics LMC	Orange, VA	\$.4M
Liberty Fabrics Lycra Spandex Mfg.	Jamesville, NC	\$.5M
Nibco Plant Expansion	Stuarts Draft, VA	\$1.5M
Roanoke Cement	Botetourt, VA	\$.9M
Abbott Labs 50,000 PPH Boiler	Altavista, VA	\$1.0M
TEVA Pharmaceutical	Forest, VA	\$5.0M+
Altria – Yorktown YMF Facility	Yorktown, VA	\$1.2M
North Anna Nuclear Power Station	Lake Anna, VA	\$7.0M+
Clorox (Glad Manufacturing)	Amherst, VA	\$20M+
Matrixx Plastics	Bedford, VA	\$7.0M
Balchem Manufacturing Plant	Low Moor, VA	\$4.0M
Forestry Equipment of Virginia	Forest, VA	\$.5M
Frito Lay	Lynchburg, VA	\$.5M
Graham Packaging	Altavista, VA	\$.75M

Commercial Projects

	<i>Location</i>	<i>Contract</i>
Hotel Madison	Harrisonburg, VA	\$10.3M
Virginia Treatment Center	Richmond, VA	\$7.4M
Quirk Hotel	Charlottesville, VA	\$2.6M
Sheltering Arms Rehab Hospital	Richmond, VA	\$13M

Commercial Projects

	<i>Location</i>	<i>Contract</i>
Greengate Mixed Use	Richmond, VA	\$.8M
UVA Ivy Stacks Library	Charlottesville, VA	\$2.3M
Boulders I Office Building	Charlottesville, VA	\$1.9M
Jefferson Street Apartments	Lynchburg, VA	\$1.2M
Roanoke Times Press Hal	Roanoke, VA	\$2.1M



V.B.3 Expertise, Qualifications & Experience of Firm

Jamerson YMCA	Lynchburg, VA	\$2.0M
Coors Brewing Admin. Offices	Elkton, VA	\$.8M
The Homestead Renovations	Hot Springs, VA	\$5.0M+
Framatome OFR West / East Bldg.	Lynchburg, VA	\$3.9M
Framatome SPIS Millrace Drive	Lynchburg, VA	\$2.9M
Framatome SERF 5	Lynchburg, VA	\$2.8M
Green Ridge Recreation Center	Roanoke County, VA	\$4.2M
M/A Comm	Lynchburg, VA	\$3.1M
Fredericksburg Courthouse	Fredericksburg, VA	\$6.0M
Centra Health	Lynchburg, VA	\$8.0M
Centra CMG	Lynchburg, VA	\$2.5M
Scott Insurance	Lynchburg, VA	\$.4M
Spring Creek	Charlottesville, VA	\$.3M
Nash Finch	Hyattsville, MD	\$1.0M

Government Projects

	<i>Location</i>	<i>Contract</i>
HRC Jail	Harrisonburg, VA	\$4.0M
Fredericksburg Courthouse	Fredericksburg, VA	\$9.1M
Richmond Main Street Station	Richmond, VA	\$7M
Grant County Courthouse	Petersburg, WV	\$.6M
Tazewell County Jail & Courthouse	Tazewell, VA	\$3.1M
Roanoke County Public Safety Bldg.	Roanoke County, VA	\$5.5M
Stafford County Public Safety Bldg.	Stafford, VA	\$9.5M
Meherrin River Regional Jail	Brunswick County, VA	\$9.1M
FEMA Emergency Operations Facility	Northern VA	\$5.5M
FEMA Logistics Center	Northern VA	\$3.9M
Amherst Regional Jail	Amherst, VA	\$9.8M
Southwest VA Regional Jails	Grundy, VA	\$2.4M
Nelson County Courthouse	Lovingston, VA	\$1.5M
Secure Underground Facility	Northern VA	\$.4M
Mecklenburg Jail	Mecklenburg, VA	\$3.1M
Fort Bragg 4 th IBCT Barracks	Fort Bragg, NC	\$1.2M
Campbell County Utilities & Service Authority	Campbell County, VA	\$.7M



V.B.3 Expertise, Qualifications & Experience of Firm

Government Projects

	<i>Location</i>	<i>Contract</i>
Poff Federal Building	Roanoke, VA	\$15M
Mount Weather	Shenandoah, VA	\$5.5M
NGIC	Charlottesville, VA	\$6.2M

Institutional Projects

	<i>Location</i>	<i>Contract</i>
Amherst County Schools EMS	Amherst, VA	\$22.6M
Radford University Reed/Currie Hall	Radford, VA	\$7.0M
Liberty University – Commons III	Lynchburg, VA	\$12M
Liberty University – Indoor Practice	Lynchburg, VA	\$1.9M
Liberty University Football Stadium	Lynchburg, VA	\$3M
VMI Indoor Training Facility	Lexington, VA	\$8.8M
VPI New Academic Building	Blacksburg, VA	\$3.4M
VPI CID Dorm	Blacksburg, VA	\$24.5M
Longwood Curry/Frazer Dorm	Farmville, VA	\$18M
Liberty University – Green Hall	Lynchburg, VA	\$3M
Liberty University – APC	Lynchburg, VA	\$5M
JMU Steam Plant	Harrisonburg, VA	\$4.5M
Liberty University Hancock Visitors Ctr.	Lynchburg, VA	\$1.1M
Liberty University	Lynchburg, VA	\$3.0M+
Liberty University LaHaye Student Ctr.	Lynchburg, VA	\$2.0M
JMU Grace Street Dorm	Harrisonburg, VA	\$4.6M
Virginia Tech Football Locker Room	Blacksburg, VA	\$2.7M
Virginia Tech Ambler Johnston Hall	Blacksburg, VA	\$5.5M
St. Annes Belfield Upper School	Charlottesville, VA	\$6.2M
Longwood Off Campus Housing	Farmville, VA	\$9.2M
VPI Indoor Football Facility	Blacksburg, VA	\$1.8M
Longwood University Steam Plant	Farmville, VA	\$4.5M
UVA Chiller Plant	Charlottesville, VA	\$1.4M
W&L Gaines/Graham Lee Dorms	Lexington, VA	\$8.7M
Lynchburg College Burton Center	Lynchburg, VA	\$2.1M
Liberty University Commons II	Lynchburg, VA	\$15M
Heritage High School	Lynchburg, VA	\$15M



V.B.3 Expertise, Qualifications & Experience of Firm

Lynchburg Police Headquarters

Industrial Project

Lynchburg, VA



96,000 sq.ft. Facility
Two Story Police Dept.
Design-Build Construction

- ▣ Two 110 Ton Air Cooled Chillers
- ▣ Two 32,000 CFM Chilled Water Air Handlers
- ▣ Electric Heat 125 VAV Boxes
- ▣ Two 3,500-4,500 CFM Energy Recovery Units
- ▣ Spit System Computer Room Air Conditioning Units

- ▣ Plumbing System: Compressed Air, Domestic Water, LP Gas Piping, Waste & Vent, Steam, Piping & Compressed Air
- ▣ Trench Drain System for K9 Housing





V.B.3 Expertise, Qualifications & Experience of Firm

National Ground Intelligence Center

Industrial Project (NGIC)

Charlottesville, VA



- ▣ 80,000 sq.ft. Addition/Expansion of Existing NGIC Facility
- ▣ BIM Modeling
- ▣ Expansion of Existing Four Pipe System
- ▣ Three new 10,000-15,000 Cfm Rooftop Air Handler Units
- ▣ One 5,000 Cfm Dedicated Outside Air Unit
- ▣ Stainless Steel Ductwork for Fume Exhaust
- ▣ Seven DX Split System Computer Room Air Conditioning Units
- ▣ Coordination With Security Requirements for Deliveries & Installations
- ▣ Drainage System for 3-Story Parking Garage
- ▣ Laboratory Air Compressor & Piping
- ▣ Coordination of Duct & Piping Penetrations Through Secure Perimeters



V.B.3 Expertise, Qualifications & Experience of Firm

Richmond Main Street Station

Government Project

Richmond, VA



- ▣ **Iconic Building**
- ▣ **Extensive Upgrades**
- ▣ **Multiple Government Grants**
- ▣ **Southern Air – Mechanical Contractor**
- ▣ **Rehabilitation of Existing Historic Train Station**
- ▣ **Multi-Use Facility**
- ▣ **Ice Storage for Cooling**
- ▣ **60” Underground Fiberglass Duct System**
- ▣ **Work Performed During Normal Operation of Amtrak Hub**
- ▣ **Direct Digital Control Automation System**





V.B.3 Expertise, Qualifications & Experience of Firm

Volvo

Industrial Project

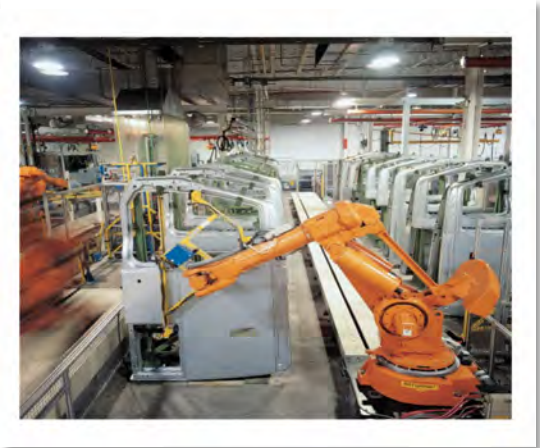
Dublin, VA

Facilities Maintenance/Upgrades

Southern Air has been providing Electrical solutions for the Volvo Truck Plant in Dublin, Va since the late 1990's. From new construction and modernization to plant maintenance we have had a presence in the facility for more than 19 years. Projects have ranged from as little as \$10,000 to more than \$2,000,000. It's location can easily be served either by our Roanoke or Bluefield Regional offices.



We have had a presence at Volvo for more than 19 years





V.B.3 Expertise, Qualifications & Experience of Firm

Keen Mountain Correctional Facility

Government Project

Oakwood, VA

- ☐ Security Level 4/3 Prison
- ☐ Replaced Existing Generators with 10 Diesel Powered Generators
- ☐ Generator Size 125kw to 400kw
- ☐ Installation of Automatic Transfer Switches & Enclosures
- ☐ Installation of Fuel Tanks



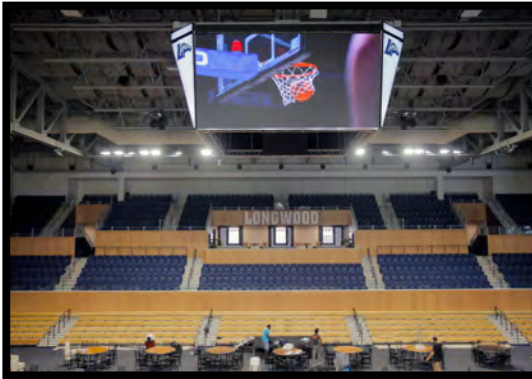


V.B.3 Expertise, Qualifications & Experience of Firm

Longwood University Joan Perry Brock

Institutional Project

Farmville, VA



- ▣ New 35,000 sq.ft. Basketball Arena
- ▣ 3000 Amp Electrical Service
- ▣ 275 kw Generator with 1 ATS



- ▣ Installed one 1,600 Amp Show Power Switchboard for Venue Performances
- ▣ Installation of Truly Green Lighting
- ▣ Interior LED Lighting with Custom Made Exterior Fixt



V.B.3 Expertise, Qualifications & Experience of Firm

Virginia Tech Central Heating Boiler Plant

Institutional Project

Blacksburg, VA



- ☐ Prime Contractor
- ☐ 1,000 lb. Per Hour Steam Boiler
- ☐ Installed Controls Panels
- ☐ Installed Electrical for Fuel Oil Skid
- ☐ Installed Boiler Master Systems (BMS)



V.B.3 Expertise, Qualifications & Experience of Firm

Response Time

At Southern Air, we go beyond the role of a typical specialty contractor - **We Participate as a True Partner with James Madison University.** Response will be as quickly as needed by the university. Typical response time is 2 hours on calls deemed emergency; non-emergency calls are 2 – 4 hours. Southern Air has a statewide network of branch offices with highly qualified service technicians.

- ☐ **Harrisonburg Office Located 8 Miles from James Madison University**
- ☐ **Available 24/7 - 365 Days**
- ☐ **Familiarity With Security /Operation Procedures**
- ☐ **Single Point of Contact - Mechanical / Electrical / Service**
- ☐ **Team Members Empowered & Dedicated**
- ☐ **Proven Track Record - Projects Completed on Time or Ahead of Schedule**

Our customer-focused team members have the resources, experience and expertise to meet any challenge 24/7.



**800 Southern Air Team Members
12+ Within 5 Minutes of JMU Campus
45+ Technicians Within 1 Hour of JMU Campus
120+ Technicians Statewide Within 2 Hours**



V.B.3 Expertise, Qualifications & Experience of Firm

Executive Management:

Board of Directors	Cell #	Office #
Paul Denham, President	[REDACTED]	(800) 743-0747
Robert Burrill, CFO	[REDACTED]	(800) 743-0747
Greg Graham, VP	[REDACTED]	(800) 743-0747
Doug Davidson, VP	[REDACTED]	(800) 743-0747
Neal Fowler, VP	[REDACTED]	(800) 743-0747
Charles Cardwell, VP	[REDACTED]	(800) 743-0747
Foster Beeker, VP	[REDACTED]	(800) 743-0747
Jim Moses, VP	[REDACTED]	(800) 743-0747

Key Personnel – James Madison University:

Key Personnel	Cell #	Office #
Frederick Burton Jr.	[REDACTED]	(434) 385-1244
David Kingrea	[REDACTED]	(540) 432-7956
Gary Gilliam	[REDACTED]	(434) 455-1406
Ray Spivey	[REDACTED]	(434) 812-1001
Tommy Gay, Safety Director	[REDACTED]	(434) 385-1264



V.B.3 Expertise, Qualifications & Experience of Firm

Capabilities & Qualifications

Design & Installation

- Air Conditioning Systems
- Air Washers
- Balancing - Air & Water
- Building Automation Systems
- Certified Welding
- Chemical Process Piping
- Computer Aided Engineering
- Constant Temperature & Humidity Processes
- Control Systems
- Control Wiring
- Cost Analysis & Budgeting
- Electrical Systems
- Energy Conservation & Management
- Heat Recovery
- Heating Systems
- Industrial Equipment Installation & Relocation
- Instrumentation
- Interior & Exterior Lighting
- Labs & Clean Rooms
- Material Handling Duct Systems
- Medical Gas Piping
- Millwright
- Noise Control
- Pharmaceutical Process Piping
- Pipe Prefabrication
- Plumbing
- Power Distribution
- Power Wiring
- Process Piping
- Rigging
- Sheet Metal Fabrication
- Site Utilities
- Uninterrupted Power Supplies
- Ventilation Systems

Service

- Air Conditioning Equipment
- Air Filter Service
- Backflow Preventer Inspection
- Boiler Repair & Maintenance
- Building Automated Systems
- Chillers
- Control Systems
- Duct Cleaning
- Electrical
- Heating Equipment
- Investigations/Remediation
- Industrial Equipment
- Legionella Testing & Disinfection
- Medical Equipment Services
- Plumbing
- Refrigerant Emission Control
- Refrigeration
- Ultra Low Temperature Equipment
- Ventilation
- Water Treatment

Specializing in the design, installation & service of heating, air conditioning, electrical, plumbing and piping systems for commercial & industrial facilities



V.B.3 Expertise, Qualifications & Experience of Firm

Heating, Ventilating & Air Conditioning

At Southern Air, we focus on interior environments designed for comfort and energy efficiency. We design, fabricate and install total comfort systems for heating, ventilating, cooling and air conditioning.

Our design engineers begin with a thorough understanding of your needs and the building's structure and environment. They then combine the latest techniques and materials with their extensive experience to create an efficient system. Experienced estimators using the latest software technology and Southern Air's extensive vendor network assure accurate cost projections.

All ductwork and fittings are precision-manufactured in our shops and installed by Southern Air team members who take pride in quality installation. Most of our mechanics have been with Southern Air for 15 to 20 years and are skilled in high, medium and low-pressure duct systems.



Once your system is installed, Southern Air is still on the job, balancing both air and water systems to achieve the ideal settings. **Our 24-hour, 7-day Service Department keeps data on your job so we can quickly handle all your service needs.**



The key to success with any project is the people responsible for it. When you rely on Southern Air, you can be sure that at every step of your system's creation there is an individual who is saying to himself:

**Whatever your project,
we make it work!**



V.B.3 Expertise, Qualifications & Experience of Firm

Plumbing & Piping

Indoors or outdoors, simple or complex, Southern Air has extensive experience in design and installation of these systems:

- ☐ Steam
- ☐ Hot Water
- ☐ Chilled Water
- ☐ Compressed Air
- ☐ Sewer
- ☐ Acid Waste
- ☐ Chemical Process Piping



What does it take?

Experience, Good People and the Right Tools.

Southern Air has built a reputation for solid and dedicated personnel for 79 years.

Our design engineers work with sophisticated CAD and estimating systems to assess specifications, design innovative, money saving systems and estimate costs precisely. Simply put, you won't find a company that can give you a better fluid flow system anywhere.

Southern Air's technicians, including certified welders, install every job so you can be assured of your project's successful completion. In each case, success is a team effort of dedicated Southern Air field/office personnel.

Our field crew, many of whom have worked for us for 15 years or more, are an exceptional group. And with our Employee Stock Option program, all team members are shareholders. As shareholders, they take a great deal of pride in their work. Each step to getting your operation up and running will be carefully completed with time and budget in mind.



No matter what the need, Southern Air always provides uncompromising piping and plumbing solutions based on quality and value. That doesn't stop at project completion. With our customized maintenance contracts, you can be assured of first-rate emergency services to keep your downtime to a minimum.



V.B.3 Expertise, Qualifications & Experience of Firm

Electrical

From power distribution to process instrumentation, lighting to ground systems, Southern Air can design, fabricate and install your facility’s electrical system needs. Southern Air has provided hundreds of businesses and industries with quality work and innovative, cost-saving solutions to electrical problems.

Our design specialists use their experience and broad knowledge of equipment and technologies to create a variety of electrical systems throughout Virginia and beyond. Computer-aided design and estimating systems and job cost feedback from hundreds of projects ensure accurate and efficient design and estimates.



Our field and office personnel have years of experience in electrical contracting and are supplied with equipment and tools to accomplish every task. Each team member is dedicated to total quality on every project, large or small. They routinely go the extra mile to ensure your project is completed to your satisfaction.

We stand behind every Southern Air electrical system. From conception through years of successful operation.... whatever your project - we make it work.





V.B.3 Expertise, Qualifications & Experience of Firm

Plant Relocations / Rigging

Southern Air’s Industrial Maintenance Division handles a wide range of projects. A recent example involved relocation of a facility in the northeast to Central Virginia. The work involved foundations, structural steel, power and control wiring and equipment refurbishing along with innovative engineering modifications to increase the client’s capacity. Whether you are relocating to an existing building or to a new site, Southern Air has the experience necessary to get it done.

From rigging intricate electronic clean room equipment to material handling silos that have to be moved by multiple rail cars, we have the expertise to handle your needs. We utilize state-of-the-art alignment methods that will ensure accuracy and precision. We also offer budgeting along with engineering evaluations to assist the customer in making the right decisions.



Specialists In:

- ☐ Equipment /Plant Relocations
- ☐ Millwright / Rigging
- ☐ Civil / Structural
- ☐ Emergency Response

Services Include:

- ☐ Industrial Evaluation & Design
- ☐ Customized Maintenance Programs
- ☐ Process Equipment Applications
- ☐ Environmental Humidity Control
- ☐ Material Handling
- ☐ Structural Welding
- ☐ Demolition





V.B.3 Expertise, Qualifications & Experience of Firm

Design/Build & Engineering

Design/Build at Southern Air provides our customers with a chance to communicate their changing needs through the course of the project.

Southern Air has a Design/Engineering staff of:

**9 Professional Engineers
(licensed)
11 Designers / CAD Operators**

We have over 100 years of combined experience in the design of efficient, cost-effective HVAC, Plumbing and Electrical systems. With the advent of LEED Building practices, this experience has proven to be extremely helpful.



Southern Air has been responsible for some of the most innovative mechanical and electrical building designs in Virginia in recent years. With LEED Platinum, Gold and Certified projects in our portfolio, we are a leader within our industry for efficient building design.

Southern Air uses 3D modeling to facilitate our prefab and support our installation of the work. This technology enables the team to model, coordinate, estimate, plan and then virtually build, at every step in the construction delivery process.

This begins before we ever put a shovel in the ground. After groundbreaking and during remodeling projects, virtual design and construction technology enables us to navigate through existing spaces, identify and resolve clashes and determine available space for any new systems that are required. This process supports greater collaboration and project transparency plus saves time and money on your project.

3D modeling enables us to create a virtual construction model of the project utilizing the X, Y and Z axes for coordination and visualization, achieving better clarification than multiple drawings overlaid on paper ever could.

We have centered our implementation of Building Information Modeling (BIM) technology on supporting our Prefabrication Shops and field installation forces.



V.B.3 Expertise, Qualifications & Experience of Firm

Our Design Staff utilizes the following computer assisted design software:

- ☐ **Fabrication CAD MEP:**
Prefabrication of Piping & Plumbing Systems

- ☐ **Fabrication CAD MEP & Fabrication CAM DUCT:**
Detailing, Download & Fabrication of Duct Systems

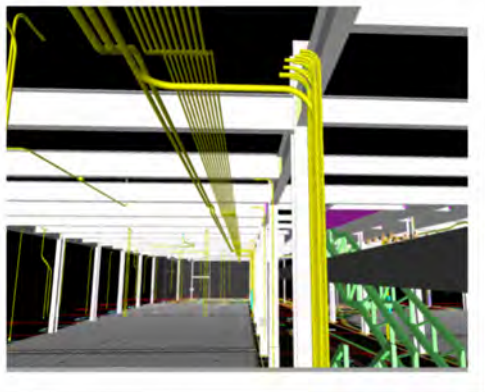
- ☐ **AutoCAD MEP & REVIT:**
Coordinate & Fabricate Electrical Systems

- ☐ **Autodesk Navisworks Manage 2019:**
Collision Checks

Our Detailers use the latest Autodesk products that are designed to support our piping and ductwork detailing software. We currently use Autodesk Architectural Engineering Collection (AEC), which includes the AutoCAD Architecture, AutoCAD MEP products, Fabrication CAD MEP, AutoCAD Revit products and Navisworks.

Southern Air also has the ability to transfer coordinated information to the field via the Trimble Total Station Robot. With the Trimble robot, we are able to locate points for items such as hanger and sleeves directly from the coordinated BIM model, bridging the gap between coordination and installation and inevitably saving time and money.

Virtual meeting technologies such as CitrixGoTo meeting are used to collaborate between all project stakeholders on a regular schedule. This allows all team members to maximize the efficient use of their time by avoiding unnecessary travel.



**Virginia Tech – New Classroom Bldg
BIM Model**



**Virginia Tech – New Classroom Bldg
Field Installation**



V.B.3 Expertise, Qualifications & Experience of Firm

Prefabrication Facility

Southern Air’s field operations are supported by a 60,000 square foot facility capable of supporting manufacturing needs for all of our Mechanical and Electrical construction needs. This facility is used by our team to fabricate electrical cabinets and assemblies, pipe assemblies, plumbing, structural supports and platforms, ductwork, hoods and many other items. The use of an environmentally controlled factory to prefabricate subassemblies for incorporation into field projects significantly improves quality control, reduces cost and improves scheduled deliveries for our customers. This fact is very important for our

customers with site security demands that restrict site access. By fabricating offsite, the onsite employee restrictions do not apply and therefore enhance our ability to be more flexible in meeting our customers’ needs.



Some of the capabilities of this facility include:

- ☐ Conduit Bending through 4”
- ☐ 1–10 ton bridge crane
- ☐ 2- 3 ton bridge cranes
- ☐ 5’x10’ CNC plasma cutting table
- ☐ 5’x20’ CNC plasma cutting table
- ☐ ¼” x 10’ Shear
- ☐ 10 gauge x 5’ Roll
- ☐ Numerous custom sheet metal roll forming machines
- ☐ TDC, Large Pittsburgh, Small Pittsburgh, Tap-in, TDC clip, drive edge, s-slip, etc.
- ☐ Iowa Precision fully automated duct fabrication system
- ☐ 90 ton Hydraulic Ironworker
- ☐ 2- 10’ hydraulic press brakes
- ☐ Pipe threading through 8” pipe
- ☐ 16” throat horizontal bandsaw
- ☐ Welding of various types and materials
TIG, MIG, Stick, PVC thermal, Brazing
- ☐ Materials: Carbon Steel, Stainless Steel, Monel, Inconel, Aluminum, Copper, Copper-Nickel, PVC
- ☐ Orbital Welding





V.B.3 Expertise, Qualifications & Experience of Firm

Building Automation Systems

Building Automation Systems helps you achieve the most efficient and economical use of your HVAC system. Southern Air designs, sells, installs and services a wide range of building environment control systems. With our state-of-the-art services to the industrial, commercial and institutional markets, we solve the most complicated problems to improve the performance of your existing system. Trust the building controls specialists at Southern Air.

Specialists in:

- Honeywell
- Trane
- Johnson Controls



Services include:

- ▣ **Systems Evaluation and Recommendations**
- ▣ **Complete Design Services**
- ▣ **Trained and Certified Technicians for Honeywell, Trane & Johnson Controls & Systems**
- ▣ **Customized Preventive Maintenance Programs, HVAC Retrofits, Retro Commissioning**
- ▣ **Training for Your Personnel**



V.B.3 Expertise, Qualifications & Experience of Firm

Water Treatment

At Southern Air, we are specialists in protecting all your mechanical equipment and systems that use water in their processes. Serving the needs of the Industrial, Commercial, Institutional and Health Care sectors, our programs are designed to help reduce energy costs, extend equipment life and minimize maintenance and downtime. Using state-of-the-art feed and control equipment and high-quality chemicals, we deliver exceptional service to protect your system from scale, corrosion and biological fouling.

We specialize in:

- ▣ **Cooling Towers**
- ▣ **Chillers**
- ▣ **Steam Boilers**
- ▣ **Water Softeners**
- ▣ **Closed Loop Systems**



Our services include:

- ▣ **Testing & Analysis**
- ▣ **Cleaning & Repair**
- ▣ **Legionella Testing**
- ▣ **Routine Maintenance**
- ▣ **Troubleshooting**
- ▣ **Laboratory Analysis**
- ▣ **Service Reports / Communication**



V.B.3 Expertise, Qualifications & Experience of Firm

Service Division

With a staff of 175 Service Technicians servicing over 12,000 HVAC systems, Southern Air is recognized as one of the top HVAC service contractors in the Southeast. The focus of the Service Division is providing industry leading maintenance, repair and replacement services to a broad range of industrial, commercial and institutional customers in the service footprint covered by our 10 service branch locations.

Southern Air Service Technicians are thoroughly trained and equipped with the best tools and technology to diagnose and repair all types of HVAC systems and components. Southern Air ensures that Service Technicians' knowledge is up to date by prioritizing continuous training in the Service Division's operating budgets and Technician scheduling each year. **On average the company spends the equivalent of 3% of Technician base pay on training annually.**

Southern Air is recognized as one of the top HVAC Service Contractors in the Southeast.

The Service Division can be accessed by our customers 24/7 via phone or online. Customers from all of our branch locations are served by our centralized Call and Dispatch Center located in Lynchburg, Virginia. Calls are prioritized and electronically assigned by Dispatchers to Service Technicians. All Technicians are equipped with tablet PCs giving them the ability to view all data related to the call, as well as access to the past service history for the customer's equipment from Southern Air's database. The tablets also give the Technicians the ability to view online equipment manuals and diagrams. Time, materials, field purchase orders and repair notes are all captured and routed electronically using the Technician tablets.



- ▣ **Serving VA, WV & NC**
- ▣ **Servicing over 12,000 HVAC Systems**
- ▣ **Custom Preventive Maintenance Agreements**
- ▣ **175 Service Technicians**
- ▣ **24 /7 HVAC**
- ▣ **Emergency Service**



V.B.3 Expertise, Qualifications & Experience of Firm

Southern Air Service Division provides a full range of programmed preventative maintenance, repair service and equipment replacement which includes:

- Refrigerant Recovery & Handling per EPA Guidelines**
- Hot Water & Steam Boiler Systems**
- Gas / Electric Rooftop Units & Split Systems**
- Electric / Electric Rooftop Unit & Split Systems**
- Chilled & Hot Water Fan Coil Systems**
- Exhaust & Make-Up Air Systems**
- Heat Recovery Systems**
- Dehumidification Systems**
- Air Compressors & Driers**
- Building Automated Control Systems**
- System Commissioning & Re-commissioning**
- Filtration Systems**
- Filter-Changing Programs**
- Variable Air Volume Systems (VAVs)**
- Air Handling Units**
- Centrifugal, Reciprocating, Scroll & Screw Chiller Systems**



Tab 4
Contractor Licenses
Quality Control – Certifications
of Firm
Sample Certificate of Insurance

V.B.3



V.B.3 Licensing & Certifications

Licenses

Jurisdictions:

- Virginia Contractor License # 2701001733 (Active)
- West Virginia Contractor License # WV001545 (Active)
- North Carolina Contractor License # 34582 (Active)

Southern Air has business licenses in all counties/cities that we conduct business. All contracting licenses are in ACTIVE status

Trade Categories:

Virginia & West Virginia:

- Heating, Ventilating, Air Conditioning
- Refrigeration & Service
- Process Piping & Plumbing
- Site Utilities & Waste Treatment
- Electrical
- Engineering
- General Construction

North Carolina:

- Heating, Ventilating, Air Conditioning
- Refrigeration & Service
- Process Piping & Plumbing
- Site Utilities & Waste
- Electrical

Southern Air

MECHANICAL • ELECTRICAL




V.B.3 Licensing & Certifications

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


EXPIRES ON
04-30-2026

NUMBER
2701001733

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC ELE GFC HVA PLB RBC



SOUTHERN AIR INCORPORATED
PO BOX 4205
LYNCHBURG, VA 24502




Kelvin S. Selt
Kelvin S. Selt, Director

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

DPOR-LIC (02/2017)

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)




COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC ELE GFC HVA PLB RBC
NUMBER: 2701001733 EXPIRES: 04-30-2026

SOUTHERN AIR INCORPORATED
PO BOX 4205
LYNCHBURG, VA 24502



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

DPOR-PC (02/2017)


(DETACH HERE)

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


EXPIRES ON
12-31-2025

NUMBER
0407001459

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION



SOUTHERN AIR, INC.
PO BOX 4205
LYNCHBURG, VA 24502




Kelvin S. Selt
Kelvin S. Selt, Director

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


DPOR-LIC (02/2017)

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

BOARD FOR APESCIDLA
BUSINESS ENTITY REGISTRATION
NUMBER: 0407001459 EXPIRES: 12-31-2025
PROFESSIONS: ENG
SOUTHERN AIR, INC.
PO BOX 4205
LYNCHBURG, VA 24502



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

DPOR-PC (02/2017)

(DETACH HERE)

Southern Air

MECHANICAL • ELECTRICAL



V.B.3 Licensing & Certifications

License Number 34582	North Carolina State Board of Examiners of Plumbing, Heating & Fire Sprinkler Contractors State License No. <u>34582</u>	Expiration Date December 31, 2025
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This is to Certify that:

Southern Air, Inc
PO Box 4205
Lynchburg, VA 24501

Paul Raymond Denham

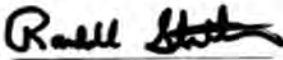
Douglas Wade Davidson: Plumbing Class I; Herbert Anthony Worrill: Plumbing Class I; Jody James Rising: Heating Group 1 - Class I, Heating Group 2, Heating Group 3 - Class I; Kristopher Randall Wrenn: Heating Group 2, Heating Group 3 - Class I; Paul Raymond Denham: Heating Group 1 - Class I, Heating Group 2, Heating Group 3 - Class I


Is duly registered, licensed and authorized to engage in the business of
Heating Group 1 - Class I, Heating Group 2, Heating Group 3 - Class I, Plumbing Class I

Within the State of North Carolina until December 31, 2025, when this license expires. This authority is granted in accordance with the provisions of Chapter 87, Article 2 of the General Statutes of North Carolina.

Witness my hand and seal of the Board

This 1st day of January 2025.


Chairman


Executive Director

Southern Air

MECHANICAL • ELECTRICAL



V.B.3 Licensing & Certifications

	CONTRACTOR LICENSE
	AUTHORIZED BY THE West Virginia Contractor Licensing Board
	NUMBER: WV001545
	CLASSIFICATION: ELECTRICAL HEATING, VENTILATING & COOLING PIPING PLUMBING SPECIALTY WELDING
	SOUTHERN AIR INCORPORATED DBA SOUTHERN AIR INCORPORATED OF VA PO BOX 4205 LYNCHBURG, VA 24502-0205
	DATE ISSUED EXPIRATION DATE
	AUGUST 19, 2024 AUGUST 19, 2025
	Authorized Signature Chair, West Virginia Contractor Licensing Board
	A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



V.B.3 Licensing & Certifications

Quality Control

Commitment to **Our Customers**

Southern Air has earned a reputation of furnishing our customers with safe, reliable and efficient Mechanical/Electrical systems. The purpose of our Quality Control program is to ensure that our customers are provided with mechanical installations that meets or exceeds industry standards. Our desire to provide quality work and to be the best Mechanical Contractor in the Southeast will result in earning our customers' trust and high expectations.

At Southern Air, we take pride in customer satisfaction and exceeding their needs. Our employees are accustomed to going the extra mile in their desire to provide extra value for our customers. This philosophy and high standards has consistently resulted in repeat business.

All of our employees understand Southern Air's commitment to quality. By constantly striving to be the best we will ensure a solid foundation that fosters continuous improvement, customer satisfaction and the ultimate in quality workmanship.

We recognize that our customers rely on our Experience, Knowledge and Ability to install & service their mechanical systems.

Paul R. Denham
President
Southern Air, Inc.



V.B.3 Licensing & Certifications

Quality Control

Ensuring Excellence

Southern Air has a Quality Control program that ensures quality of installation and excellence in workmanship. As a Class A Mechanical Contractor, our work is based on industry standards such as:

- ☐ NFPA 70 National Electrical Code (2020)
- ☐ Virginia Plumbing Code (2021)
- ☐ Virginia Mechanical Code (2021)
- ☐ Virginia Fuel Gas Code (2021)
- ☐ American Society of Heating, Refrigerating, & Air Conditioning Engineers (ASHRAE)
- ☐ Sheet Metal & Air Conditioning Contractor's National Association (SMACNA)

**Employee
Credentials**

**VA Tradesmen:
225+**

**Specialty
Certifications: 676+**

Welding Certificates of Authorization

American Society of Mechanical Engineers:

“S” Stamp: Manufacture & Assembly of Power Boilers

“U” Stamp: Manufacture & Assembly of Pressure Vessels

National Board of Boiler Pressure Vessel Inspectors:

“NB” Stamp: Registration of Boilers, Pressure Vessels or Other Pressure Retaining Items

“R” Stamp: Metallic Repairs and/or Alterations & Field Repairs





V.B.3 Licensing & Certifications

Welding Processes & Procedures

Southern Air has a staff of Engineers, Designers, Project Managers, certified welders, journeyman welders, a Quality Control Manager and Quality Control Inspectors to support our Fabrication facility. We utilize a CAD/CAM system for design and fabrication which can import and export most used file formats. Including AutoCAD drawing, .DWG, .RVT, .NWC, .NWD, .NWF, .IFC, .PDF, STEP files, IGES files and DXF files.

We have trained, qualified, and certified skilled craftsmen that give us the capability of welding and brazing a variety of alloys using a multitude of processes and procedures. We offer TIG, MIG, ARC and orbital welding services.

Welding Processes and Procedures:

SMAW / Shielded Metal Arc Welding is a manual arc welding process that uses a consumable electrode coated in flux to lay a weld. This process is commonly referred to as Stick Welding.

Base Metal: Carbon Steel

Material: Pipe, Plate

Southern Air Procedure: SAI-105



GMAW / Gas Metal Arc Welding is an arc welding process that uses a consumable wire electrode and a shielding gas to form a weld. This process is also known as MIG Welding.

Base Metals: Carbon Steel, Stainless Steel

Material: Pipe, Plate, Rebar

Southern Air Procedure: RB-101, SAI-200, SASM-2

GTAW / Gas Tungsten Arc Welding is an arc welding process that uses a non-consumable tungsten electrode, filler metal and an inert shielding gas to form a weld. This process is also called TIG Welding.

Base Metals: Carbon Steel, Stainless Steel, Aluminum 6061-T6, Copper Nickel

Material: Tube, Pipe, Plate

Southern Air Procedure: SAI-201, SAI-202, SAI-202.1, SAI-202.2, SAI-001, SAI-400, GTA-AU-TUBE, SASM-1





V.B.3 Licensing & Certifications

FCAW / Flux Core Arc Welding is a semi-automatic welding process that uses a continuously fed consumable tubular electrode filled with flux and a shielding gas to produce a weld.

Base Metal: Carbon Steel

Material: Plate, Pipe

Southern Air Procedure: SAI-202.3

GTAW AU / Orbital Welding – an orbital welding machine automatically rotates 360 degrees on stainless and carbon steel pipe.

Base Metal: Stainless Steel / Carbon Steel

Material: Pipe

Southern Air Procedure: GTA-AU-Tube



Brazing / Brazing is a metal joining process that uses heat, a filler metal rod and flux to bond components together.

Base Metals: Copper types K, L & M; Copper Nickel Grade 1 & 2

Material: Tube, Pipe

Southern Air Procedure: SAI-002, SAI-300

Medical Gas Installer / Brazer:

Authorizes individuals to install medical gas and vacuum delivery systems, and perform work on or installing piping or components, including brazers, in health care facilities. Governed by the NFPA 99 Standard for Health Care Facilities and adheres to ASME 6010.

ASME Code Welding Certification

Southern Air enhances our welding capability by maintaining an ASME Certified Code Welding program. We currently hold two ASME and National Board Stamps. Code welding services can be performed in our Fabrication Facility or on our customer's site.

ASME U-Stamp authorizes Southern Air to build pressure vessels and sub-assemblies for pressure vessels in accordance with section VIII-Div 1. The U-Stamp covers the design, fabrication, inspection, testing and certification of pressure vessels and pressure vessel sub-assemblies with internal or external operating pressures exceeding 15 psig.

ASME S-Stamp authorizes Southern Air to build power boilers and power piping. This stamp covers two types of boilers and the power piping associated with its operation. The first type of boiler system is one that produces steam or other vapor at external pressures in excess of 15 psig. The second type of boiler system is a high temperature water boiler that operates at pressures greater than 160 psig and temperatures exceeding 250 degrees F.

Southern Air
MECHANICAL • ELECTRICAL



V.B.3 Licensing & Certifications

National Board R-Stamp authorizes Southern Air to make repairs and alterations to boilers, pressure vessels and related systems in accordance with National Board Inspection Code, NBIC, guidelines.

National Board Stamp authorizes Southern Air to register any pressure vessel that we manufacture in accordance with the ASME U-Stamp and ASME S-Stamp.



V.B.3 Licensing & Certifications

Team Member Credentials

Virginia Licensed Tradesmen	
Electrician	50
Mechanical	78
Gasfitter	20
Plumber	42
Backflow Preventer Device	9
Professional Engineers	9
Certifications*	
Welders	40
Brazers	15
Medical Gas Installers/Brazers	18
OSHA 10 / OSHA 30	346
Respirator Fit	40
Radiation Control (RADCON)	27
North American Technician Excellence (NATE)	40
CFC / EPA Refrigerant	150

*Certifications listed above reflect the most common certifications. This list doesn't reflect the extensive credentials of our team members.

Southern Air

MECHANICAL • ELECTRICAL



V.B.3 Licensing & Certifications

Affiliations



National Fire Protection Association
The authority on fire, electrical, and building safety

Southern Air

MECHANICAL • ELECTRICAL



V.B.3 Licensing & Certifications



THE NATIONAL BOARD OF BOILER & PRESSURE VESSEL INSPECTORS

Certificate of Authorization



This is to certify that

**Southern Air, Inc.
5 Millrace Drive
Lynchburg, Virginia 24502
United States**

Acceptable Abbreviation: Southern Air

is authorized to use the R Symbol in accordance with the provisions of the National Board Inspection Code and NB-415, Accreditation of "R" Repair Organizations.

All activities within the scope of this Authorization shall be controlled by the above location.

The scope of this Authorization is limited to:

Metallic
Repairs and Alterations
At
Shop and Field Locations

Certification Number: 6048

Issue Date: February 2, 2023

Expiration Date: March 6, 2026

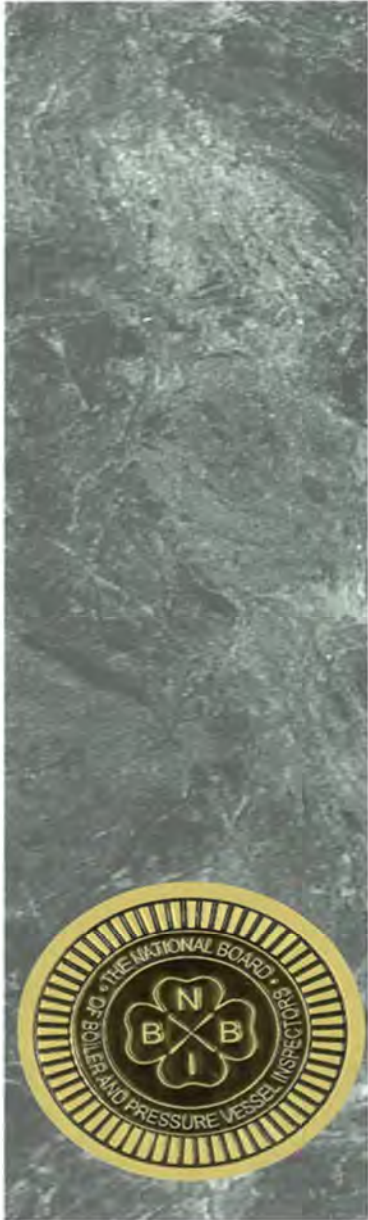
Executive Director

Southern Air

MECHANICAL • ELECTRICAL



V.B.3 Licensing & Certifications



THE NATIONAL BOARD OF BOILER & PRESSURE VESSEL INSPECTORS

Certificate of Authorization to Register



This is to certify that

**Southern Air, Inc.
5 Millrace Drive
Lynchburg, Virginia 24502**

*is authorized to apply the "NB" mark and register boilers,
pressure vessels or other pressure retaining items with the
National Board.*

*The scope of Authorization is limited to items manufactured
in accordance with:*

ASME Designator(s): S, U

Issue Date: March 7, 2017

*This Certificate of Authorization to Register will remain in
effect as long as the manufacturing organization holds a
valid Certificate of Authorization issued by the American
Society of Mechanical Engineers.*

Executive Director



V.B.3 Licensing & Certifications



CERTIFICATE OF AUTHORIZATION

The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

Southern Air, Inc.
5 Millrace Dr
Lynchburg, Virginia 24502
United States

SCOPE:

**Manufacture and assembly of power boilers at the
above location and field sites controlled by the above location**

AUTHORIZED: **March 06, 2023**

EXPIRES: **March 06, 2026**

CERTIFICATE NUMBER: **47505**

Board Chair, Conformity Assessment

Managing Director, Standards & Engineering Services

The American Society of Mechanical Engineers





V.B.3 Licensing & Certifications



CERTIFICATE OF AUTHORIZATION

The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

Southern Air, Inc.
5 Millrace Dr
Lynchburg, Virginia 24502
United States

SCOPE:

Manufacture of pressure vessels at the above location and field sites controlled by the above location (This authorization does not cover impregnated graphite)

AUTHORIZED: **March 06, 2023**

EXPIRES: **March 06, 2026**

CERTIFICATE NUMBER: **47506**

Board Chair, Conformity Assessment

Managing Director, Standards & Engineering Services

The American Society of Mechanical Engineers





V.B.3 Licensing & Certifications



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2024

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

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

PRODUCER Scott Insurance - Lynchburg 1301 Old Graves Mill Rd Lynchburg VA 24501		CONTACT NAME: Susan VanRemortel PHONE (A.C. No. Ext): 434-832-2298 FAX (A.C. No.): 434-455-8834 E-MAIL ADDRESS: svanremortel@scotins.com															
INSURED Southern Air, Inc. Attn: Robert W. Burrill, Jr. CPA P.O. Box 4205 Lynchburg VA 24502		SOUTH-1 <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance Company (A+)</td> <td>37885</td> </tr> <tr> <td>INSURER B : Hartford Fire Ins Company (A+)</td> <td>19682</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Insurance Company (A+)</td> <td>30104</td> </tr> <tr> <td>INSURER D : Hartford Casualty Insurance Company (A+)</td> <td>29424</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance Company (A+)	37885	INSURER B : Hartford Fire Ins Company (A+)	19682	INSURER C : Hartford Underwriters Insurance Company (A+)	30104	INSURER D : Hartford Casualty Insurance Company (A+)	29424	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** 1409624323 **REVISION NUMBER:**

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

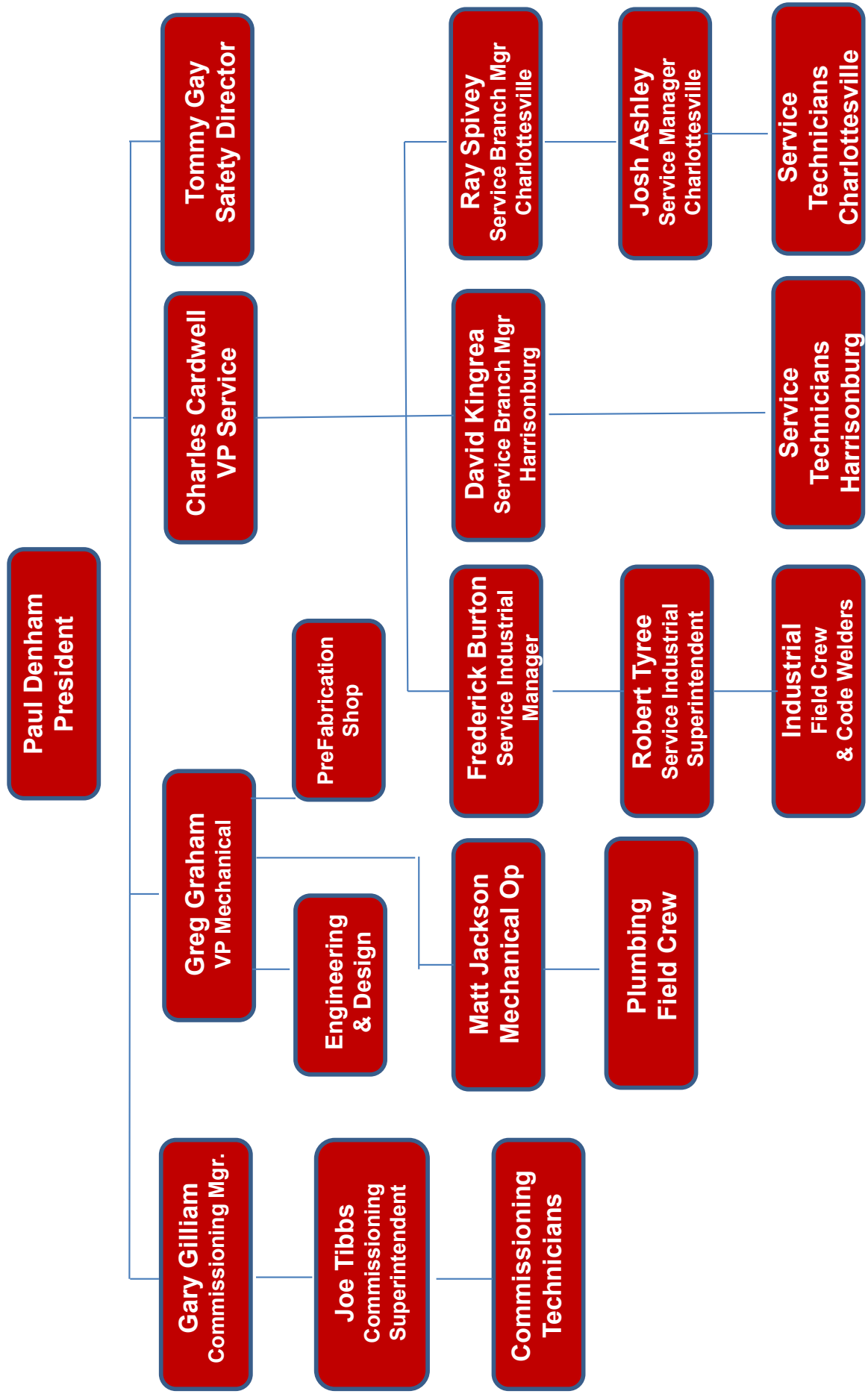
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 100,000 Ded GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		14CSE QU4261	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 100,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		14CSE QU4262	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		14HHU QU4263	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	14WN QU4260	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Lsd/ Rented-2,500 Ded		UM00080205MA24A	10/1/2024	10/1/2025	Leased/Rented EQ. 250,000
A	Installation Dcd \$10,000	N	UM00080205MA24A	10/1/2024	10/1/2025	Installation Floater 3,000,000
B	Professional/Pollution Liab	N	13 CPI AG0754	10/1/2024	10/1/2025	Professional/Pollutio 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess Liability Policy - American Guarantee & Liability Insurance Company (A+) NAIC #26247- Policy # AEC 1851712-05 Effective 10/01/2024 - 10/01/2025 \$15,000,000 Limit
 Excess Liability Policy - North River Insurance Company (A) NAIC #21105- Policy #522-8132364 Effective 10/01/2024 - 10/01/2025 \$5,000,000 Limit

CERTIFICATE HOLDER *****For Bid Purposes Only***** For Bid Anywhere VA 24502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Tab 5
Organizational Chart
Personnel Resumes & Training
Assigned to Project

V.B.3



V.B.3 Personnel Resumes & Training**Names, Qualifications & Experience of Personnel to be Assigned to the Project
(see attached Training Records)****Service Industrial****Fred Burton**

SMAW Qualified on 8" pipe and 2" pipe
Code Certified for Pressure Vessels
Weld Low Pressure & High-Pressure Steam Pipe
Chilled Water Piping Systems
Ammonia Piping Systems
Boiler Repairs

Bobby Unrue

Pipefitter
Fits pipe for Steam Chilled Water Systems
Lays out system for routing

Kenny Lyons

GMAW Certified
Pipe Fitter

Elaina Bryant

SMAW Certified

Robert Tyree

General Superintendent
Welder

Robert Layne

SMAW Certified, GMAW Certified
Pipefitter, Welder

Joseph Hallstrom

Industrial Technician

V.B.3 Personnel Resumes & Training

Names, Qualifications & Experience of Personnel to be Assigned to the Project (cont'd) See Attached Training Records

Water Treatment

Paul Hamner

Water Treatment Manager

Ben Jacobsen

Water Treatment Technician

Mark Younger

Master Plumber

Backflow Certified

Wesley Banks

Backflow Certified

V.B.3 Personnel Resumes & Training**Names, Qualifications & Experience of Personnel to be Assigned to the Project
(cont'd) See Attached Training Records****Harrisonburg****David Kingrea**

Branch Manager

Harrisonburg Office

Master HVAC Cardholder

Master Electrical Cardholder

Jason Bennett

HVAC Technician

Andrew Irvin

HVAC Technician

Jennings (JD) Lambert

HVAC Technician

Journeyman Electrical Cardholder

Shawn Pence

HVAC Technician

V.B.3 Personnel Resumes & Training

Names, Qualifications & Experience of Personnel to be Assigned to the Project (cont'd) See Attached Training Records

Charlottesville

Ray Spivey

Branch Manager

Charlottesville Office

Master HVAC Cardholder

Josh Ashley

Service Manager

Charlottesville Office

Trevor Martin

HVAC Technician

V.B.3 Personnel Resumes & Training

**Names, Qualifications & Experience of Personnel to be Assigned to the Project
(cont'd) See Attached Training Records**

Matt Jackson

Mechanical Operations Manager
OSHA 30

Terry Harper

WV Plumber in Training

Matthew Greaver

Medical Brazer/Installer

V.B.3 Personnel Resumes & Training

**Resume of Fred Burton, Jr.
Service Industrial Manager**

POSITION: Industrial Service Manager

35 years' experience in Mechanical and Piping
HVAC Journeyman Cardholder – State of Virginia

PROJECTS:

JMU Steam Plant Expansion
Costal Paper Boiler Plant
Albemarle County Office Building
JMU Emergency Steam Repair
Longwood Rpl. Heating Plt.
Griffin Pipe Plant Addn.
Rockingham Memorial Hosp
Morningstar Foods
Kings Dominion
Frito Lay
Volvo Truck North America
JMU Godwin to East Stadium
JMU White Hall
Burley Middle School
Cale Elementary School
Alberta Smith Elementary School
Virginia Institute of Marine Science
Amherst Middle School
JMU Hillside Dorm
Virginia Tech Central Heating Plant Boiler Repl
JMU Boiler Refractory
Randolph College Lipscomb

V.B.3 Personnel Resumes & Training**Resume of Robert Tyree
Service Industrial General Superintendent****POSITION:** General Superintendent**QUALIFICATIONS:** Certified Pipe Welder
OSHA 30
Asbestos Awareness
Forklift & LULL Operator
Confined Space**EMPLOYMENT:** Southern Air, Inc.
August 2014 – Present
General Superintendent – Industrial Maintenance
Pipe Welder**PROJECTS:** Liberty University Commons Housing #3
James Madison University East Campus
James Madison University Steam Plant
Babcock & Wilcox
Longwood University
Washington & Lee Chiller Plant Upgrade
Virginia Tech Central Heating Plant Boiler Repl.

V.B.3 Personnel Resumes & Training

**Resume of David Kingrea
Harrisonburg Branch Manager**

POSITION: Harrisonburg Branch Manager

QUALIFICATIONS: Piedmont Virginia Community College
HVAC Technician
VA Master HVAC Technician
VA Master Electrician

EMPLOYMENT:

11/2006 – Present Southern Air, Inc.
Harrisonburg Office
Branch Manager

11/2000 – 11/2006 Southern Air, Inc.
Charlottesville Office
Project Development

1983 – 2000 Wachovia Bank
Assistant VP Facilities Manager

PROJECTS: JMU Shorts Hall
JMU Huffman Hall
JMU Frederickson Hall
JMU Dingleline / Hanson
Tyson Foods Ammonia Piping project
Cargil Foods Ammonia Piping project
Linville Edom School Boiler Project

V.B.3 Personnel Resumes & Training

**Resume of Gary Gilliam
Mechanical Field Operations Manager**

POSITION: Mechanical Field Operations Manager

QUALIFICATIONS: Heritage High School
Central Virginia Community College
Instructor HVAC Program – Associated Builders & Contractors

LICENSES: Master Mechanical Cardholder – State of Virginia
Refrigeration Certification

EMPLOYMENT:

1997 – present Southern Air, Inc.
Mechanical Field Operations Manager
Commissioning Manager
Project Manager – Richmond Branch
Commissioning Department

PROJECTS: Barr Labs
INOVA
Innoteck
Tazewell Jail
Captial Finance
Virginia Historical Society
Trigon
Bank of America



Mechanical and Electrical Contractors

Toll Free: (800) 743-1214 Phone: (434) 385-6200

V.B.3 Personnel Resumes & Training

**Resume of Ray Spivey
Charlottesville Branch Manager**

POSITION: Charlottesville Branch Manager

QUALIFICATIONS: Journeyman HVAC Cardholder State of Virginia
First Aid/CPR Certified
OSHA 10 Certified

EMPLOYMENT: Southern Air, Inc., Lynchburg VA
2018 - Present
Charlottesville Service Branch Manager

**Resume of Paul Hamner
Water Treatment Manager**

POSITION: Water Treatment Manager

QUALIFICATIONS: AWT certified
OSHA 10 Certified

EMPLOYMENT: Southern Air, Inc., Lynchburg VA
2001 - Present



Employee Training Log
April 15, 2025

P.O. Box 4205
Lynchburg, VA 24502
(434) 385-6200

Employee: Burton Jr, Frederick Employee #: 11780 Job Title: Service Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Asbestos Awareness	2017-08-25		Chris Nixon	
Confined Space	2005-02-10		Stuart Henderson	
Crane Rigging-hand Signal	2011-04-26		Keller Online	
Forklift - Telehandler	2024-01-12	2027-01-12	Andrew Roach	
Harrasment Awareness	2019-10-08	2020-10-08	hr	
Hazard Com Ghs	2013-09-20		Paul Denham	
HVAC Code Ceu	2023-01-20		Jerry Jennings Sr	
Journeyman HVAC	2020-03-31	2026-03-31	DPOR	
Lock Out / Tag Out	2024-10-22		Nelson Crawford	
Volvo Nrv Contractor Safety Rules - Briefing	2024-06-14	2025-06-14	Volvo Nrv	
Volvo Nrv Contractor Safety Rules - Briefing	2023-03-30	2024-03-30	Volvo Nrv	
Osha 30 hr Construction	2015-10-02		Everett Gay III	
pk Hw-comfort Boilers	2021-07-15	2022-07-15	Patterson-kelley	
pk Boiler Startup & Service	2019-06-06		Harsco Industrial-shultz & James	
Patterson Kelley Boiler Class	2014-08-14		Harsco Industrial-shultz & James	
A2l & a3 Refrigerant Update	2024-10-22		Douglas Fowler	
2022 Live Harassment Presentation	2022-09-28		Foster Beeker	
Trimble Auto Bid Mechanical Implementation	2014-08-21		Trimble	
Reverse Signal Operation	2009-10-06		Thomas Stafford	
Scissor/boom Lift	2003-06-13		Stuart Henderson	
Welding - Gtaw	2011-05-23		Sai-201	
Welding - Smaw	2011-05-23		Sai-105 2 Dia / 8 Dia	



Employee Training Log
April 15, 2025

P.O. Box 4205
Lynchburg, VA 24502
(434) 385-6200

Employee: Burton Jr, Frederick Employee #: 11780 Job Title: Service Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-30		Online	
2024 Your Role: Internet Security and You	2024-05-14		Online	
2024 Common Threats	2024-05-14		Online	
2024 Social Engineering Red Flags	2024-05-14		Online	
Season 1 Ep 1	2024-06-25		Online	
COVID-19 Office Training	2020-07-29		Online	
Season 1 Ep 2	2024-07-12		Online	
Season 1 Ep 3	2024-09-13		Online	
	2022-09-19		Online	
	2021-08-31		Online	
	2024-02-05		Online	
Harassment Training Video for Supervisors	2021-08-31		Online	
Harassment Training Video for Supervisors	2024-02-05		Online	
Harassment Training Video for Supervisors	2022-09-19		Online	
	2022-09-19		Online	
	2021-08-31		Online	
	2024-02-05		Online	
Season 1 Ep 4	2024-11-01		Online	
Season 1 Ep 5	2025-01-17		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-08-31		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-19		Online	
Season 1 Ep 6	2025-01-24		Online	
Harassment Training	2024-02-05		Online	
Season 1 Ep 7	2025-03-20		Online	
Season 1 Ep 8	2025-03-20		Online	
Season 1 Ep 9	2024-06-25		Online	
Season 1 Ep 10	2024-06-25		Online	
Season 1 Ep 11	2024-06-25		Online	
Season 1 Ep 12	2024-06-25		Online	



Employee Training Log

April 15, 2025

P.O. Box 4205
 Lynchburg, VA 24502
 (434) 385-6200

Employee: Unrue, Robert Employee #: 88226 Job Title: Foreman				
Description	Eff Date	Exp Date	Skill Tester	Notes
Confined Space	2013-11-15		Stanton Cole	
Contractor Briefing	2022-03-28	2023-03-28	Volvo Nri	
Electrical Safety	2019-05-08		Frederick Burton Sr	
First Aid & Cpr	2024-01-19	2026-01-19	Andrew Roach	
Forklift - Telehandler	2024-09-12	2027-09-12	Nelson Crawford	
Hazard Com Ghs	2013-11-27			
Lock Out / Tag Out	2015-03-25		Everett Gay III	
Contractor Safety Rules	2022-03-28	2023-03-28	Volvo Nri	
Orientation/safety	2010-03-12		Thomas Stafford	
Osha 3 Hour	2015-08-28		John Plazak	
Osha 30 hr Construction	2015-10-02		Everett Gay III	
Osha 30 Refresher	2022-08-26		Everett Gay III	
Patterson Kelley Boiler Class	2014-08-14		Harsco Industrial - Shultz & James	
Butt Welding	2016-05-19	2018-05-18	Aquatherm	
Socket & Outlet Fusion	2016-05-19	2018-05-18	Aquatherm	
Ammonia Awareness	2015-03-25	2016-03-25	Everett Gay III	
Reverse Signal Operation	2010-03-12		Thomas Stafford	
Safety Pledge	2011-02-07			
Silica Awareness	2017-07-05		Robert Tyree	
Welding - Smaw	2020-01-15		Sai-105 1" od and Above	



Employee Training Log

April 15, 2025

P.O. Box 4205
 Lynchburg, VA 24502
 (434) 385-6200

Employee: Unrue, Robert Employee #: 88226 Job Title: Foreman				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-23		Online	
	2022-09-29		Online	
	2024-03-13		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
Harassment Training Video for Supervisors	2024-03-13		Online	
	2022-09-29		Online	
	2024-03-13		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-29		Online	
Harassment Training	2024-03-13		Online	



Employee Training Log

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P.O. Box 4205
 Lynchburg, VA 24502
 (434) 385-6200

Employee: Lyon, Kenneth Employee #: 99705 Job Title: Foreman				
Description	Eff Date	Exp Date	Skill Tester	Notes
Confined Space	2015-02-06		Everett Gay III	
Electrical Safety	2019-05-08		Frederick Burton Sr	
First Aid & Cpr	2024-01-19	2026-01-19	Andrew Roach	
Forklift - Telehandler	2024-09-12	2027-09-12	Nelson Crawford	
Volvo Nrv Contractor Safety Rules - Briefing	2024-06-14	2025-06-14	Volvo Nrv	
Volvo Nrv Contractor Safety Rules - Briefing	2023-04-07	2024-04-07	Volvo Nrv	
Orientation/safety	2015-01-30		Joseph Marcinko	
Osha 3 Hour	2015-08-28		John Plazak	
Osha 30 hr Construction	2015-10-02		Everett Gay III	
Osha 30 Refresher	2022-08-26		Everett Gay III	
pk Hw-comfort Boilers	2021-10-14	2022-10-14	Patterson-kelley	
Socket & Outlet Fusion	2016-05-19	2018-05-18	Aquatherm	
Butt Welding	2016-05-19	2018-05-18	Aquatherm	
Reverse Signal Operation	2015-01-30		Joseph Marcinko	
Silica Awareness	2017-07-05		Robert Tyree	
Welding - Smaw	2021-08-25		Sai-105 2 7/8" and Above 1" od & Above	



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 (434) 385-6200

Employee: Lyon, Kenneth Employee #: 99705 Job Title: Foreman				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-22		Online	
	2021-09-01		Online	
	2024-02-06		Online	
	2022-09-26		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
Harassment Training Video for Supervisors	2024-02-08		Online	
	2021-09-01		Online	
	2024-02-06		Online	
	2022-09-26		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-26		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-09-01		Online	
Harassment Training	2024-02-06		Online	



Employee Training Log

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P.O. Box 4205
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 (434) 385-6200

Employee: Bryant, Elaina Employee #: 101321 Job Title: Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
Confined Space	2022-11-04		Nelson Crawford	
Crane Rigging-hand Signal	2023-11-10		Andrew Roach	
First Aid & Cpr	2024-01-19	2026-01-19	Andrew Roach	
Forklift	2024-01-10	2027-01-10	Andrew Roach	
Forklift - Telehandler	2024-01-12	2027-01-12	Andrew Roach	
Hand / Power Tool Awareness	2022-06-03		Christopher Mcfaden	
Volvo Nrv Contractor Safety Rules - Briefing	2024-06-14	2025-06-14	Volvo Nrv	
Volvo Nrv Contractor Safety Rules - Briefing	2023-04-07	2024-04-07	Volvo Nrv	
Orientation/safety	2022-06-03		James Creasy	
Welding - Smaw	2024-07-15		L.j Harper	Sai-105 1" od and Above
Welding - Smaw	2023-04-11		Frederick Burton Sr	Sai-105 2-7/8" and Above



Employee Training Log
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P.O. Box 4205
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(434) 385-6200

Employee: Bryant, Elaina Employee #: 101321 Job Title: Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
Distracted Driving	2025-04-03		Online	
Silica Quiz	2022-06-03		Online	
	2022-09-18		Online	
	2022-06-06		Online	
	2024-02-06		Online	
Pre-Task Planning Quiz	2022-06-03		Online	
Welcome	2022-06-03		Online	
Harassment Training Video for Supervisors	2024-02-08		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
	2022-09-18		Online	
	2022-06-06		Online	
	2022-06-06		Online	
	2024-02-06		Online	
Reverse Signaling Quiz	2022-06-03		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-06-06		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-18		Online	
Harassment Training	2024-02-06		Online	
Hazard Communication Quiz	2022-06-03		Online	
Driving Safety Quiz	2022-06-03		Online	
Incident Reporting Quiz	2022-06-03		Online	
Fire Protection Quiz	2022-06-03		Online	
Electrical Safety Quiz	2022-06-03		Online	
Ladder Safety Quiz	2022-06-03		Online	
Introduction Quiz	2022-06-03		Online	
Excavation Safety Quiz	2022-06-03		Online	
Lock Out Tag Out Quiz	2022-06-03		Online	
Scaffolds and Personnel Lifts Quiz	2022-06-03		Online	
Fall Protection Quiz	2022-06-03		Online	
Material Handling and Proper Lifting Quiz	2022-06-03		Online	
Final Test	2022-06-03		Online	
SmartTagt Quiz	2023-11-10		Online	



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Employee: Tyree, Robert Employee #: 86067 Job Title: General Superintendent				
Description	Eff Date	Exp Date	Skill Tester	Notes
Asbestos Awareness	2017-08-25		Chris Nixon	
Confined Space	2015-09-14		Everett Gay III	
Contractor Briefing	2023-11-01	2024-11-01	Volvo Nrv	
First Aid & Cpr	2023-04-21	2025-04-21	James Creasy	
Forklift - Telehandler	2024-01-12	2027-01-12	Andrew Roach	
Harrassment Awareness	2019-10-08	2020-10-08	hr	
Lock Out / Tag Out	2015-03-27		Everett Gay III	
Volvo Nrv Contractor Safety Rules - Briefing	2024-06-14	2025-06-14	Volvo Nrv	
Contractor Safety Rules	2023-11-01	2024-11-01	Volvo Nrv	
Orientation/safety	2014-07-25		Everett Gay III	
Osha 3 Hour	2015-08-28		John Plazak	
Osha 30 hr Construction	2017-09-29		Everett Gay III	
pk Hw-comfort Boilers	2021-08-19	2022-08-19	Patterson-kelley	
Ammonia Awareness	2015-03-27	2016-03-27	Everett Gay III	
Reverse Signal Operation	2014-07-25		Everett Gay III	
Silica Awareness	2017-07-05		Everett Gay III	
Welding - Fcaw	2015-10-19		Sai-205 All	
Welding - Gtaw			Sai-201 2 Dia	
Welding - Smaw	2014-08-28		Sai-105 8 Dia / 2 Dia	



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P.O. Box 4205
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 (434) 385-6200

Employee: Tyree, Robert Employee #: 86067 Job Title: General Superintendent				
Description	Eff Date	Exp Date	Skill Tester	Notes
2024 Your Role: Internet Security and You	2024-06-04		Online	
COVID-19 VOSH Training Video	2020-09-17		Online	
2024 Your Role: Internet Security and You	2024-06-04		Online	
2024 Common Threats	2024-06-26		Online	
2024 Social Engineering Red Flags	2024-06-04		Online	
2024 Social Engineering Red Flags	2024-06-04		Online	
Refresher for phished folks	2025-04-04		Online	
Season 1 Ep 1	2024-06-26		Online	
Season 1 Ep 2	2024-07-12		Online	
Season 1 Ep 3	2024-09-23		Online	
	2022-09-19		Online	
	2021-08-31		Online	
	2024-02-05		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
Harassment Training Video for Supervisors	2024-02-08		Online	
	2022-09-19		Online	
Season 1 Ep 4	2025-01-03		Online	
	2021-08-31		Online	
	2024-02-05		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-08-31		Online	
Season 1 Ep 5	2025-01-03		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-19		Online	
Harassment Training	2024-02-05		Online	
Season 1 Ep 6	2025-01-29		Online	
Season 1 Ep 7	2025-03-10		Online	
Season 1 Ep 8	2024-06-26		Online	
Season 1 Ep 9	2024-06-26		Online	
Season 1 Ep 10	2024-06-26		Online	
Season 1 Ep 11	2024-06-26		Online	
Season 1 Ep 12	2024-06-26		Online	



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Employee: Layne, Robert Employee #: 100822 Job Title: Welder

Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2020-07-17	2023-07-17	Andrew Roach	
Confined Space	2020-07-29		Andrew Roach	
Contractor Briefing	2021-03-16	2022-03-16	Volvo Nrv	
Fall Protection	2019-12-13		Robert Cash	
First Aid & Cpr	2025-04-10	2027-04-10	James Creasy	
Forklift	2022-11-30	2025-11-30	Andrew Roach	
Hand / Power Tool Awareness	2022-06-03		Christopher Mcfaden	
Orientation/safety	2022-06-03		James Creasy	
Orientation/safety	2019-12-13		Robert Cash	
pk Hw-comfort Boilers	2021-07-15	2022-07-15	Patterson-kelley	
2022 Live Harassment Presentation	2022-09-23		Douglas Davidson	
Welding Sheet Metal	2022-07-02			Sasm-1 Groove Gtaw
Reverse Signal Operation	2019-12-13		Robert Cash	
Scissor/boom Lift	2019-12-13		Robert Cash	
Silica Awareness	2019-12-13		Robert Cash	
Volvo Safety For Contractors	2021-03-16	2022-03-16	Volvo Nrv	
Welding - Gtaw	2019-12-19		Sai-201 1" and Above	
Welding - Gtaw - Smaw	2020-02-05		Sai-125 1" od and Above	
Welding - Rebar	2023-11-07		Frederick Burton Sr	Rb-101
Welding - Smaw	2019-12-19		Sai-105 1" od and Above	



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P.O. Box 4205
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 (434) 385-6200

Employee: Layne, Robert Employee #: 100822 Job Title: Welder				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-22		Online	
Silica Quiz	2022-06-03		Online	
Pre-Task Planning Quiz	2022-06-03		Online	
	2022-09-22		Online	
	2021-08-31		Online	
	2024-02-19		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
Welcome	2022-06-03		Online	
Harassment Training Video for Supervisors	2024-03-08		Online	
	2024-02-19		Online	
	2022-09-22		Online	
	2022-06-13		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-22		Online	
Reverse Signaling Quiz	2022-06-03		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-06-13		Online	
Harassment Training	2024-02-19		Online	
Hazard Communication Quiz	2022-06-03		Online	
Driving Safety Quiz	2022-06-03		Online	
Incident Reporting Quiz	2022-06-03		Online	
Fire Protection Quiz	2022-06-03		Online	
Electrical Safety Quiz	2022-06-03		Online	
Ladder Safety Quiz	2022-06-03		Online	
Introduction Quiz	2022-06-03		Online	
Excavation Safety Quiz	2022-06-03		Online	
Lock Out Tag Out Quiz	2022-06-03		Online	
Scaffolds and Personnel Lifts Quiz	2022-06-03		Online	
Fall Protection Quiz	2022-06-03		Online	
Material Handling and Proper Lifting Quiz	2022-06-03		Online	
Final Test	2022-06-03		Online	
SmartTagt Quiz	2023-11-10		Online	



Employee Training Log

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 (434) 385-6200

Employee: Hallstrom, Joseph Employee #: 100654 Job Title: Lead Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
Backhoe	2024-07-10		Andrew Roach	
Confined Space	2019-06-05		Everett Gay III	
Contractor Briefing	2021-10-11	2022-10-11	Volvo Nri	
Excavation Equip-shoring	2024-07-10		Andrew Roach	
Forklift - Telehandler	2024-05-30	2027-05-30	Andrew Roach	
Journeyman Plumber	2024-12-02	2027-12-31	DPOR	
Orientation/safety	2019-05-31		Andrew Roach	
Osha 30 hr Construction	2024-12-18		Andrew Roach	
pk Hw-comfort Boilers	2021-08-19	2022-08-19	pk Boiler	
Medical Gas Training	2025-01-16		Mgtc	
Reverse Signal Operation	2019-05-31		Andrew Roach	
Scissor/boom Lift	2019-05-31		Andrew Roach	
Silica Awareness	2019-05-31		Andrew Roach	
Volvo Safety For Contractors	2021-10-11	2022-10-11	Volvo Nri	
Welding - Smaw	2021-08-20		Sai-105 2-7/8" and Above 1" od & Above	



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April 15, 2025

P.O. Box 4205
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(434) 385-6200

Employee: Hallstrom, Joseph Employee #: 100654 Job Title: Lead Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-21		Online	
	2022-10-03		Online	
	2021-09-01		Online	
	2024-03-11		Online	
Harassment Training Video for Supervisors	2022-10-04		Online	
Harassment Training Video for Supervisors	2024-03-12		Online	
	2022-10-03		Online	
	2021-09-01		Online	
	2024-03-11		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-10-03		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-09-01		Online	
Harassment Training	2024-03-11		Online	



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P.O. Box 4205
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 (434) 385-6200

Employee: Hamner, Paul Employee #: 34263 Job Title: Branch Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-07-08	2025-07-08	Nelson Crawford	
Confined Space	2003-05-02		Thomas Stafford	
Electrical Safety	2019-05-07		Everett Gay III	
First Aid & Cpr	2019-04-16	2021-04-16	Andrew Roach	
Harrasment Awareness	2019-10-08	2020-10-08	hr	
Hazard Com Ghs	2013-10-16		John Plazak	
Orientation/safety	2013-09-13	2014-09-13	Masc	
Osha 10 Hour Course	2016-03-10		Everett Gay III	
Asse Legionella Certification	2024-04-20		Awt	
Awt - ro & Ultra Filtration	2023-03-29		Awt	
2022 Live Harassment Presentation	2022-09-28		Foster Beeker	
Awt-leed Training	2017-04-01		Association of Water Technologies	
Cwt - Waste Water Treatment	2017-04-01		Association of Water Technologies	
Nate-course	2010-03-16		James Fowler	



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P.O. Box 4205
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(434) 385-6200

Employee: Hamner, Paul Employee #: 34263 Job Title: Branch Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Season 1 Ep 1	2024-06-28		Online	
2024 Your Role: Internet Security and You	2024-05-14		Online	
2024 Common Threats	2024-05-14		Online	
COVID-19 Office Training	2020-09-21		Online	
2024 Social Engineering Red Flags	2024-05-14		Online	
COVID-19 VOSH Training Video	2020-09-21		Online	
Affirmative Action for HR	2024-06-12		Online	
Season 1 Ep 2	2024-10-10		Online	
SmartTagIt Training Video	2023-08-02		Online	
Affirmative Action for Senior Leaders	2024-06-12		Online	
Affirmative Action for Managers	2024-06-12		Online	
Season 1 Ep 3	2024-10-10		Online	
Silica Training Quiz	2023-08-02		Online	
	2022-09-27		Online	
	2024-02-05		Online	
Pre-Task Planning Quiz	2023-08-02		Online	
Welcome	2023-08-02		Online	
Harassment Training Video for Supervisors	2024-02-05		Online	
Harassment Training Video for Supervisors	2022-09-27		Online	
Reverse Signaling Video	2023-08-02		Online	
	2022-09-27		Online	
Season 1 Ep 4	2024-10-31		Online	
	2024-02-05		Online	
Reverse Signaling Quiz	2023-08-02		Online	
Season 1 Ep 5	2025-01-02		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-27		Online	
Harassment Training	2024-02-05		Online	
Hazard Communication Video	2023-08-02		Online	
Season 1 Ep 6	2025-03-12		Online	
Season 1 Ep 7	2025-03-12		Online	
Season 1 Ep 8	2025-04-10		Online	
Fire Protection Video	2023-08-02		Online	
Season 1 Ep 9	2025-04-10		Online	
Electrical Safety Video	2023-08-02		Online	
Season 1 Ep 10	2024-06-28		Online	
Fall Protection Video	2023-08-02		Online	
Season 1 Ep 11	2024-06-28		Online	
Ladder Protection Video	2023-08-02		Online	
Excavation Video	2023-08-02		Online	
Season 1 Ep 12	2024-06-28		Online	
Lock Out Tag Out Video	2023-08-02		Online	
Scaffolds and Personnel Lifts Video	2023-08-02		Online	
Hazard Communication Quiz	2023-08-02		Online	
Driving Safety Quiz	2023-08-02		Online	
Incident Reporting Quiz	2023-08-02		Online	



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Employee: Hamner, Paul Employee #: 34263 Job Title: Branch Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Fire Protection Quiz	2023-08-02		Online	
Electrical Safety Quiz	2023-08-02		Online	
Ladder Safety Quiz	2023-08-02		Online	
Introduction Quiz	2023-08-02		Online	
Excavation Safety Quiz	2023-08-02		Online	
Lock Out Tag Out Quiz	2023-08-02		Online	
Scaffolds and Personnel Lifts Quiz	2023-08-02		Online	
Fall Protection Quiz	2023-08-02		Online	
Material Handling and Proper Lifting Quiz	2023-08-02		Online	
Pre-Task Planning Video	2023-08-02		Online	
Incident Reporting Video	2023-08-02		Online	
Material Handling and Proper Lifting Video	2023-08-02		Online	
Safe Driving Video	2023-08-02		Online	
Final Test	2023-08-02		Online	
SmartTagt Quiz	2023-11-10		Online	



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 (434) 385-6200

Employee: Jacobsen, Benjamin Employee #: 99923 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-07-08	2025-07-08	Nelson Crawford	
Confined Space	2017-10-23		Everett Gay III	
Electrical Safety	2019-05-07		Everett Gay III	
First Aid & Cpr	2018-01-19	2020-01-19	Everett Gay III	
Volvo Nrv Contractor Safety Rules - Briefing	2022-10-24	2023-10-24	Volvo Nrv	
Contractor Briefing - Safety Rules	2022-10-24	2023-10-24		
Asse Legionella Certification	2024-04-20		Awt	
Awt - Water Treatment (cwt)	2023-04-02		Awt	
Awt- Water Treatment Training	2017-04-01		Association of Water Technologies	



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(434) 385-6200

Employee: Jacobsen, Benjamin Employee #: 99923 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-22		Online	
SmartTagIt Training Video	2023-08-06		Online	
Silica Training Quiz	2023-08-06		Online	
Pre-Task Planning Quiz	2023-08-06		Online	
	2022-09-30		Online	
	2024-02-19		Online	
Harassment Training Video for Supervisors	2022-10-04		Online	
Welcome	2023-08-06		Online	
Harassment Training Video for Supervisors	2024-03-08		Online	
	2024-02-19		Online	
	2022-09-30		Online	
Reverse Signaling Video	2023-08-06		Online	
Reverse Signaling Quiz	2023-08-06		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-30		Online	
Harassment Training	2024-02-19		Online	
Hazard Communication Video	2023-08-06		Online	
Fire Protection Video	2023-08-06		Online	
Electrical Safety Video	2023-08-06		Online	
Fall Protection Video	2023-08-06		Online	
Ladder Protection Video	2023-08-06		Online	
Excavation Video	2023-08-06		Online	
Lock Out Tag Out Video	2023-08-06		Online	
Scaffolds and Personnel Lifts Video	2023-08-06		Online	
Hazard Communication Quiz	2023-08-06		Online	
Driving Safety Quiz	2023-08-06		Online	
Incident Reporting Quiz	2023-08-06		Online	
Fire Protection Quiz	2023-08-06		Online	
Electrical Safety Quiz	2023-08-06		Online	
Ladder Safety Quiz	2023-08-06		Online	
Introduction Quiz	2023-08-06		Online	
Excavation Safety Quiz	2023-08-06		Online	
Lock Out Tag Out Quiz	2023-08-06		Online	
Scaffolds and Personnel Lifts Quiz	2023-08-06		Online	
Fall Protection Quiz	2023-08-06		Online	
Material Handling and Proper Lifting Quiz	2023-08-06		Online	
Pre-Task Planning Video	2023-08-06		Online	
Incident Reporting Video	2023-08-06		Online	
Material Handling and Proper Lifting Video	2023-08-06		Online	
Safe Driving Video	2023-08-06		Online	
Final Test	2023-08-06		Online	
SmartTagIt Quiz	2023-11-10		Online	



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 (434) 385-6200

Employee: Younger, Mark Employee #: 97651 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Backflow Prevention		2026-02-28	DPOR	
Backhoe	2023-01-26		Andrew Roach	
Confined Space	2022-07-08		Andrew Roach	
Excavation Equip-shoring	2023-01-26		Andrew Roach	
First Aid & Cpr	2024-02-16	2026-02-16	Nelson Crawford	
Hand / Power Tool Awareness	2022-06-24		James Creasy	
Master Plumber		2026-06-30	DPOR	
Orientation/safety	2022-06-24		James Creasy	
Plumbing Code Ceu	2023-02-24		Douglas Davidson	



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(434) 385-6200

Employee: Younger, Mark Employee #: 97651 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Silica Quiz	2022-06-24		Online	
	2024-02-08		Online	
Pre-Task Planning Quiz	2022-06-24		Online	
	2022-09-23		Online	
	2022-06-27		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
Welcome	2022-06-24		Online	
Harassment Training Video for Supervisors	2024-02-08		Online	
	2024-02-08		Online	
	2022-09-23		Online	
	2022-06-27		Online	
	2022-06-27		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-23		Online	
Reverse Signaling Quiz	2022-06-24		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-06-27		Online	
Harassment Training	2024-02-08		Online	
Hazard Communication Quiz	2022-06-24		Online	
Driving Safety Quiz	2022-06-24		Online	
Incident Reporting Quiz	2022-06-24		Online	
Fire Protection Quiz	2022-06-24		Online	
Electrical Safety Quiz	2022-06-24		Online	
Ladder Safety Quiz	2022-06-24		Online	
Introduction Quiz	2022-06-24		Online	
Excavation Safety Quiz	2022-06-24		Online	
Lock Out Tag Out Quiz	2022-06-24		Online	
Scaffolds and Personnel Lifts Quiz	2022-06-24		Online	
Fall Protection Quiz	2022-06-24		Online	
Material Handling and Proper Lifting Quiz	2022-06-24		Online	
Final Test	2022-06-24		Online	
SmartTagIt Quiz	2023-11-10		Online	



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Employee: Banks, Wesley Employee #: 99833 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Backflow Prevention	2024-01-05	2026-01-31	DPOR	
Backhoe	2023-01-26		Andrew Roach	
Confined Space	2025-03-07		Andrew Roach	
Excavation Equip-shoring	2023-01-26		Andrew Roach	
First Aid & Cpr	2023-04-21	2025-04-21	James Creasy	
Hand / Power Tool Awareness	2022-10-14		James Creasy	
Hand / Power Tool Awareness	2018-08-24		Everett Gay III	
Wtc - Warrenton Cleared	2023-05-15	2024-05-15	Fluor	
Volvo Nrv Contractor Safety Rules - Briefing	2023-03-16	2024-03-16	Volvo Nrv	
Orientation/safety	2022-10-14		James Creasy	
Orientation/safety	2015-05-29		Everett Gay III	
Osha 10 Hour Course	2015-09-29		Everett Gay III	
Poweder Actuated Tools	2015-10-27		Hilti-john Plazak	
Backflow Class	2023-03-15		Vti	
Reverse Signal Operation	2015-05-29		Everett Gay III	
Scissor/boom Lift	2020-10-01		Everett Gay III	
Silica Awareness	2017-06-26		Everett Gay III	



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Employee: Banks, Wesley Employee #: 99833 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Silica Quiz	2022-10-14		Online	
	2024-02-16		Online	
	2022-10-14		Online	
Pre-Task Planning Quiz	2022-10-14		Online	
Harassment Training Video for Supervisors	2022-10-19		Online	
Welcome	2022-10-14		Online	
Harassment Training Video for Supervisors	2024-03-08		Online	
	2024-02-16		Online	
	2022-10-14		Online	
Reverse Signaling Quiz	2022-10-14		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-10-14		Online	
Harassment Training	2024-02-16		Online	
Hazard Communication Quiz	2022-10-14		Online	
Driving Safety Quiz	2022-10-14		Online	
Incident Reporting Quiz	2022-10-14		Online	
Fire Protection Quiz	2022-10-14		Online	
Electrical Safety Quiz	2022-10-14		Online	
Ladder Safety Quiz	2022-10-14		Online	
Introduction Quiz	2022-10-14		Online	
Excavation Safety Quiz	2022-10-14		Online	
Lock Out Tag Out Quiz	2022-10-14		Online	
Scaffolds and Personnel Lifts Quiz	2022-10-14		Online	
Fall Protection Quiz	2022-10-14		Online	
Material Handling and Proper Lifting Quiz	2022-10-14		Online	
Final Test	2022-10-14		Online	
SmartTagIt Quiz	2023-11-10		Online	



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Employee: Kingrea, David Employee #: 49505 Job Title: Branch Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-09-29	2025-09-29	Nelson Crawford	
Asbestos Awareness	2017-08-25		Chris Nixon	
Cfc Refrigeration Card	1994-10-15		Universal - Automotove (9/19/97) Ferris State	
Crane Rigging-hand Signal	2011-04-18		Keller Online	
Electrical Code Ceu	2023-07-21		John Reynolds	
Electrical Safety	2019-05-08		Everett Gay III	
Facility Emergency Plan	2019-06-13		Robert Cash	
Fall Protection	2003-07-25		Stuart Henderson	
First Aid & Cpr	2022-09-29	2024-09-29	Nelson Crawford	
Forklift - Telehandler	2022-03-14	2025-03-14	Nelson Crawford	
Harrassment Awareness	2019-10-08	2020-10-08	hr	
Hazard Com Ghs	2013-10-16		John Plazak	
Health Ins Portability Account	2019-10-03	2020-10-03	hr	
HVAC Code Ceu	2023-04-21		Jerry Jennings Sr	
Lock Out / Tag Out	2024-10-07		Nelson Crawford	
Master Electrician	1995-07-01	2026-07-31	DPOR	
Master HVAC	1995-07-01	2026-07-31	DPOR	
Osha 10 Hour Course	2016-03-10		Everett Gay III	
Osha Refresher (3 Hr)	2017-10-25		John Plazak	
pk Boiler Startup & Service	2019-06-06		Harsco - Shultz & James	
A2l & a3 Refrigerant Update	2024-10-07		Douglas Fowler	
2022 Live Harassment Presentation	2022-09-28		Foster Beeker	
Fire Extinguishers	2022-08-24		Nelson Crawford	
Nate-course	2010-03-18		James Fowler	
R-410a Safety			ac & h Safety Coalition	
Safety Pledge	2011-03-15			
Scissor/boom Lift	2003-07-25		Stuart Henderson	
Silica Awareness	2017-06-29		Everett Gay III	



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Employee: Kingrea, David Employee #: 49505 Job Title: Branch Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Affirmative Action for HR	2024-06-12		Online	
Season 1 Ep 1	2024-06-25		Online	
COVID-19 Office Training	2020-07-29		Online	
2024 Your Role: Internet Security and You	2024-05-14		Online	
COVID-19 VOSH Training Video	2020-10-01		Online	
2024 Common Threats	2024-05-14		Online	
2024 Social Engineering Red Flags	2024-05-14		Online	
Affirmative Action for Senior Leaders	2024-06-12		Online	
Season 1 Ep 2	2024-09-18		Online	
Affirmative Action for Managers	2024-06-12		Online	
Season 1 Ep 3	2024-09-18		Online	
	2021-09-02		Online	
	2024-02-01		Online	
	2022-09-19		Online	
Harassment Training Video for Supervisors	2022-09-19		Online	
Harassment Training Video for Supervisors	2021-09-02		Online	
Harassment Training Video for Supervisors	2024-02-01		Online	
	2021-09-02		Online	
	2024-02-01		Online	
	2022-09-19		Online	
Season 1 Ep 4	2024-10-31		Online	
Season 1 Ep 5	2025-01-02		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-19		Online	
Season 1 Ep 6	2025-01-23		Online	
Harassment Training	2024-02-01		Online	
Season 1 Ep 7	2025-03-07		Online	
Season 1 Ep 8	2025-03-20		Online	
Season 1 Ep 9	2024-06-25		Online	
Season 1 Ep 10	2024-06-25		Online	
Season 1 Ep 11	2024-06-25		Online	
Season 1 Ep 12	2024-06-25		Online	



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Employee: Bennett, Jason Employee #: 3354 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-09-29	2025-09-29	Nelson Crawford	
Cfc Refrigeration Card	1994-01-26		Universal - Mainstrea, Engineering	
Electrical Safety	2019-05-08		Everett Gay III	
First Aid & Cpr	2024-08-22	2026-08-22	Nelson Crawford	
Forklift - Telehandler	2022-03-14	2025-03-14	Nelson Crawford	
Harrassment Awareness	2019-10-28	2020-10-28	David Kingrea	
Hazard Com Ghs				
Ice Machines & Reach Ins	2017-10-18		Manitowoc - Aireco	
Lock Out / Tag Out	2024-10-07		Nelson Crawford	
Orientation/safety	2006-10-05			
Osha 10 Hour Course	2006-09-27		Bill Davis	
Osha Refresher (3 Hr)	2017-10-25		John Plazak	
Trane Rover	2013-09-25		Trane	
Honeywell BAS xl 10	2008-10-06		Honeywell	
Honeywell Lcbs Level 1	2007-12-17		Carolina Controls Depot	
Johnson Controls N2bus Asc	2007-11-30		Johnson Controls	
Tridum	2007-01-15		Lee Revis	
A2l & a3 Refrigerant Update	2024-10-07		Douglas Fowler	
Fire Extinguishers	2022-08-24		Nelson Crawford	
Nate-course	2010-03-18		James Fowler	Airflow Measurement
R-410a Refrigerant Qualificati	2010-03-04		James Fowler	
Basic Plc Programming	2003-03-07		rs Logix 500	
Safety Pledge	2017-04-18			
Scissor/boom Lift	2006-10-05			
Silica Awareness	2017-06-29		David Kingrea	



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Employee: Bennett, Jason Employee #: 3354 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-10-01		Online	
	2021-09-08		Online	
	2024-02-05		Online	
	2022-09-22		Online	
Harassment Training Video for Supervisors	2024-02-08		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
	2021-09-08		Online	
	2024-02-05		Online	
	2022-09-22		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-09-08		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-22		Online	
Harassment Training	2024-02-05		Online	



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Employee: Irvin, Andrew Employee #: 43212 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-11-01	2025-11-01	Nelson Crawford	
Cfc Refrigeration Card	2013-02-11		Ferris State University Type I & II	
Confined Space	2015-09-08		Everett Gay III	
Electrical Safety	2019-05-08		Everett Gay III	
Fall Protection	2004-12-16		Stuart Henderson	
First Aid & Cpr	2024-08-22	2026-08-22	Nelson Crawford	
Forklift - Telehandler	2022-03-14	2025-03-14	Nelson Crawford	
Harrasment Awareness	2019-10-28	2020-10-28	David Kingrea	
Hazard Com Ghs				
Ice Machines & Reach Ins	2017-10-18		Manitowoc - Aierco	
Lock Out / Tag Out	2024-10-07		Nelson Crawford	
Orientation/safety	2017-07-17		Joseph Marcinko	
Osha Refresher (3 Hr)	2017-10-25		John Plazak	
pk Thermific - Sonic - Modu-mach-soilis Boiler Controls	2024-08-15	2027-08-15	Patterson-kelley	
Trane Reliatel Control Board	2015-03-19		Ken Mcbroom - Trane	
A2l & a3 Refrigerant Update	2024-10-07		Douglas Fowler	
2022 Live Harrasment Presentation	2022-10-07		Charles Cardwell	
Fire Extinguishers	2022-08-24		Nelson Crawford	
Reverse Signal Operation	2017-07-17		Joseph Marcinko	
Scissor/boom Lift	2017-07-17		Joseph Marcinko	
Silica Awareness	2017-07-17		Joseph Marcinko	



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Employee: Irvin, Andrew Employee #: 43212 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-21		Online	
	2022-09-19		Online	
	2021-09-10		Online	
	2024-02-06		Online	
Harassment Training Video for Supervisors	2024-02-08		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
	2022-09-19		Online	
	2022-03-09		Online	
	2024-02-06		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-03-09		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-19		Online	
Harassment Training	2024-02-06		Online	



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Employee: Lambert Jr, Jennings Employee #: 51302 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-09-28	2025-09-28	Nelson Crawford	
Cfc Refrigeration Card	1994-05-19		Universal - Dept of Defence Epa Agency	
Electrical Safety	2019-05-08		Everett Gay III	
First Aid & Cpr	2024-08-23	2026-08-23	Nelson Crawford	
Forklift - Telehandler	2022-03-14	2025-03-14	Nelson Crawford	
Harrassment Awareness	2019-10-28	2020-10-28	David Kingrea	
Hazard Com Ghs				
Lock Out / Tag Out	2024-10-07		Nelson Crawford	
Orientation/safety	2016-06-06		John Plazak	
Osha Refresher (3 Hr)	2017-10-25		John Plazak	
Mlv-01 Multi-v Install Essentials	2022-04-20		LG Academy	
Patterson Kelley Boiler Class	2014-08-14		Harsco Industrial-shultz & James	
A2l & a3 Refrigerant Update	2024-10-07			
Rockingham County Schools Cleared	2022-06-08	2023-06-08	Hannah Campbell	
Reverse Signal Operation	2016-06-06	2019-06-16	John Plazak	
Safety Pledge	2017-03-29			
Silica Awareness	2017-06-29		David Kingrea	



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Employee: Lambert Jr, Jennings Employee #: 51302 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-23		Online	
	2022-09-22		Online	
	2021-09-10		Online	
	2024-02-20		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
Harassment Training Video for Supervisors	2024-03-08		Online	
	2022-09-22		Online	
	2021-09-10		Online	
	2024-02-20		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-09-10		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-22		Online	
Harassment Training	2024-02-20		Online	
Harassment Training	2024-02-20		Online	



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Employee: Pence, Shawn Employee #: 101157 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-09-29	2025-09-29	Nelson Crawford	
Cfc Refrigeration Card			Mainstream Engineering	Universal
Electrical Safety	2021-11-15		James Creasy	
Fall Protection	2021-11-15		James Creasy	
First Aid & Cpr	2024-08-22	2026-08-22	Nelson Crawford	
Forklift - Telehandler	2022-03-14	2025-03-14	Nelson Crawford	
Harrassment Awareness	2021-11-15		James Creasy	
Lock Out / Tag Out	2024-10-07		Nelson Crawford	
Orientation/safety	2021-11-15		James Creasy	
A2l & a3 Refrigerant Update	2024-10-07		Douglas Fowler	
Fire Extinguishers	2022-08-24		Nelson Crawford	
Reverse Signal Operation	2021-11-15		James Creasy	
Scissor/boom Lift	2021-11-15		James Creasy	
Silica Awareness	2021-11-15		James Creasy	



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Employee: Pence, Shawn Employee #: 101157 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2021-11-15		Online	
SmartTagIt Training Video	2021-11-15		Online	
Silica Training Quiz	2021-11-15		Online	
	2022-09-18		Online	
	2021-11-15		Online	
Pre-Task Planning Quiz	2021-11-15		Online	
	2024-02-20		Online	
Harassment Training Video for Supervisors	2024-03-08		Online	
Welcome	2021-11-15		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
	2022-09-18		Online	
	2021-11-15		Online	
	2024-02-20		Online	
Reverse Signaling Video	2021-11-15		Online	
Reverse Signaling Quiz	2021-11-15		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-11-15		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-18		Online	
Harassment Training	2024-02-20		Online	
Hazard Communication Video	2021-11-15		Online	
Fire Protection Video	2021-11-15		Online	
Electrical Safety Video	2021-11-15		Online	
Fall Protection Video	2021-11-15		Online	
Ladder Protection Video	2021-11-15		Online	
Excavation Video	2021-11-15		Online	
Lock Out Tag Out Video	2021-11-15		Online	
Scaffolds and Personnel Lifts Video	2021-11-15		Online	
Hazard Communication Quiz	2021-11-15		Online	
Driving Safety Quiz	2021-11-15		Online	
Incident Reporting Quiz	2021-11-15		Online	
Fire Protection Quiz	2021-11-15		Online	
Electrical Safety Quiz	2021-11-15		Online	
Ladder Safety Quiz	2021-11-15		Online	
Introduction Quiz	2021-11-15		Online	
Excavation Safety Quiz	2021-11-15		Online	
Lock Out Tag Out Quiz	2021-11-15		Online	
Scaffolds and Personnel Lifts Quiz	2021-11-15		Online	
Fall Protection Quiz	2021-11-15		Online	
Material Handling and Proper Lifting Quiz	2021-11-15		Online	
Pre-Task Planning Video	2021-11-15		Online	
Incident Reporting Video	2021-11-15		Online	
Material Handling and Proper Lifting Video	2021-11-15		Online	
Safe Driving Video	2021-11-15		Online	
Final Test	2021-11-15		Online	
SmartTagIt Quiz	2023-11-10		Online	



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Employee: Spivey IV, Ray Employee #: 80709 Job Title: Branch Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-07-08	2025-07-08	Nelson Crawford	
Confined Space	2009-12-09		Stuart Henderson	
Excavation Awareness	2015-12-03		Everett Gay III	
Facility Emergency Plan	2019-04-25		Robert Cash	
First Aid & Cpr	2023-04-25	2025-04-25	Nelson Crawford	
Harrassment Awareness	2019-10-08	2020-10-08	hr	
Hazard Com Ghs	2013-10-16		John Plazak	
HVAC Code Ceu	2023-01-20		Jerry Jennings Sr	
Journeyman HVAC	2010-02-14	2026-02-28	DPOR	
Lock Out / Tag Out	2024-10-03		Nelson Crawford	
Nate	2009-02-12		Cert #3447073	
Orientation/safety	2008-05-20		Stanton Cole	
Osha 10 Hour Course	2016-03-10		Everett Gay III	
Rapid Lock System Certified Installer	2024-05-03		Rls	
Dectron DS Series Dehumidifers	2009-09-10		Dectron Dryotron	
A2l & a3 Refrigerant Update	2024-10-03		Douglas Fowler	
Ladder Safety	2023-12-12		Nelson Crawford	
2022 Live Harrassment Presentation	2022-10-07		Charles Cardwell	
2022 Live Harrassment Presentation	2022-09-28		Foster Beeker	
Reverse Signal Operation	2009-12-09		Stuart Henderson	
Wol Instructor	2018-07-13		Tom Cecere	



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Employee: Spivey IV, Ray Employee #: 80709 Job Title: Branch Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
2024 Social Engineering Red Flags	2024-05-14		Online	
Affirmative Action for HR	2024-06-12		Online	
COVID-19 Office Training	2020-07-30		Online	
Season 1 Ep 1	2024-06-12		Online	
COVID-19 VOSH Training Video	2020-09-18		Online	
2024 Your Role: Internet Security and You	2024-05-14		Online	
2024 Common Threats	2024-05-14		Online	
Affirmative Action for Senior Leaders	2024-06-12		Online	
Season 1 Ep 2	2024-07-18		Online	
Season 1 Ep 3	2024-09-25		Online	
Affirmative Action for Managers	2024-06-12		Online	
	2021-09-01		Online	
	2024-02-06		Online	
	2022-09-16		Online	
Harassment Training Video for Supervisors	2021-09-01		Online	
Harassment Training Video for Supervisors	2024-02-08		Online	
Harassment Training Video for Supervisors	2022-09-16		Online	
	2022-09-16		Online	
Season 1 Ep 4	2024-10-22		Online	
	2021-09-01		Online	
	2024-02-06		Online	
Season 1 Ep 5	2025-01-03		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-16		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-09-01		Online	
Season 1 Ep 6	2025-01-30		Online	
Harassment Training	2024-02-06		Online	
Season 1 Ep 7	2025-02-28		Online	
Season 1 Ep 8	2025-03-25		Online	
Season 1 Ep 9	2025-04-09		Online	
Season 1 Ep 10	2024-06-12		Online	
Season 1 Ep 11	2024-06-12		Online	
Season 1 Ep 12	2024-06-12		Online	



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Employee: Ashly, Joshua Employee #: 5402 Job Title: Service Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2022-09-09	2025-09-09	Nelson Crawford	
Cfc Refrigeration Card	1993-12-28		Univ - Esco Institute	
Confined Space	2016-01-12		Everett Gay III	
Electrical Safety	2019-04-22		Ray Spivey IV	
First Aid & Cpr	2023-04-25	2025-04-25	Nelson Crawford	
Forklift	2024-01-22	2027-01-22	Nelson Crawford	
Harrasment Awareness	2019-10-17	2020-10-17	Ray Spivey IV	
Hazard Com Ghs				
HVAC Code Ceu	2023-01-20		Jerry Jennings Sr	
Journeyman HVAC	2016-01-28	2026-01-31	DPOR	
Lock Out / Tag Out	2024-10-03		Nelson Crawford	
Orientation/safety	2011-01-06		Ashlea Kepka	
Osha 30 hr Construction	2023-03-24		Andrew Roach	
Osha Refresher (3 Hr)	2017-04-18		John Plazak	
Mitsubishi Advanced City Multi Service	2024-07-10		Mitsubishi Electric	
Samsung Dvm04-dvms Advanced Serv & Troubleshooting	2024-06-12		Samsung	
Rapid Lock System Certified Installer	2024-05-03		RIs	
City Multi Vrf Technology	2023-07-13		Aireco	
Trane Reliatel Control Board	2015-03-19		Ken Mcbroom - Trane	
A2l & a3 Refrigerant Update	2024-10-03		Douglas Fowler	
Personal Protec Equipment	2023-12-18		Nelson Crawford	
Ladder Safety	2023-12-12		Nelson Crawford	
Hot Weather Awareness	2023-06-26		Nelson Crawford	
2022 Live Harassment Presentation	2022-10-07		Charles Cardwell	
2022 Live Harassment Presentation	2022-09-28		Foster Beeker	
Reverse Signal Operation	2011-01-06		Ashlea Kepka	
Silica Awareness	2017-07-06		Douglas Fowler	



Employee Training Log
April 15, 2025

P.O. Box 4205
Lynchburg, VA 24502
(434) 385-6200

Employee: Ashley, Joshua Employee #: 5402 Job Title: Service Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Season 1 Ep 1	2024-06-20		Online	
2024 Your Role: Internet Security and You	2024-05-14		Online	
COVID-19 VOSH Training Video	2020-09-22		Online	
2024 Common Threats	2024-05-14		Online	
2024 Social Engineering Red Flags	2024-05-14		Online	
Affirmative Action for HR	2024-10-15		Online	
Season 1 Ep 2	2024-07-12		Online	
Affirmative Action for Senior Leaders	2024-10-15		Online	
Affirmative Action for Managers	2024-10-15		Online	
Season 1 Ep 3	2024-09-13		Online	
	2022-09-16		Online	
	2021-09-16		Online	
	2024-02-16		Online	
Harassment Training Video for Supervisors	2022-09-21		Online	
Harassment Training Video for Supervisors	2024-02-16		Online	
	2022-09-16		Online	
Season 1 Ep 4	2024-10-24		Online	
	2021-09-16		Online	
	2024-02-16		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-09-16		Online	
Season 1 Ep 5	2025-01-13		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-16		Online	
Harassment Training	2024-02-16		Online	
Season 1 Ep 6	2025-01-27		Online	
Season 1 Ep 7	2025-02-28		Online	
Season 1 Ep 8	2025-04-10		Online	
Season 1 Ep 9	2024-06-20		Online	
Season 1 Ep 10	2024-06-20		Online	
Season 1 Ep 11	2024-06-20		Online	
Season 1 Ep 12	2024-06-20		Online	



Employee Training Log
April 15, 2025

P.O. Box 4205
Lynchburg, VA 24502
(434) 385-6200

Employee: Martin, Trevor Employee #: 101499 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
Arc Flash	2023-04-14	2026-04-14	Nelson Crawford	
First Aid & Cpr	2023-04-25	2025-04-25	Nelson Crawford	
Orientation/safety	2023-03-28		James Creasy	Online
Rapid Lock System Certified Installer	2024-05-03		Rls	
City Multi Vrf Technology	2023-08-10		Aireco	
Hot Weather Awareness	2023-06-26		Nelson Crawford	
Ladder Safety	2023-06-26		Nelson Crawford	



Employee Training Log

April 15, 2025

P.O. Box 4205
 Lynchburg, VA 24502
 (434) 385-6200

Employee: Martin, Trevor Employee #: 101499 Job Title: Technician				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2023-03-28		Online	
SmartTagIt Training Video	2023-03-28		Online	
Silica Training Quiz	2023-03-28		Online	
	2023-03-28		Online	
Pre-Task Planning Quiz	2023-03-28		Online	
	2024-02-13		Online	
Welcome	2023-03-28		Online	
Harassment Training Video for Supervisors	2024-03-08		Online	
	2023-03-28		Online	
Reverse Signaling Video	2023-03-28		Online	
	2024-02-13		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2023-03-28		Online	
Reverse Signaling Quiz	2023-03-28		Online	
Harassment Training	2024-02-13		Online	
Harassment Training	2024-02-13		Online	
Hazard Communication Video	2023-03-28		Online	
Fire Protection Video	2023-03-28		Online	
Electrical Safety Video	2023-03-28		Online	
Fall Protection Video	2023-03-28		Online	
Ladder Protection Video	2023-03-28		Online	
Excavation Video	2023-03-28		Online	
Lock Out Tag Out Video	2023-03-28		Online	
Scaffolds and Personnel Lifts Video	2023-03-28		Online	
Hazard Communication Quiz	2023-03-28		Online	
Driving Safety Quiz	2023-03-28		Online	
Incident Reporting Quiz	2023-03-28		Online	
Fire Protection Quiz	2023-03-28		Online	
Electrical Safety Quiz	2023-03-28		Online	
Ladder Safety Quiz	2023-03-28		Online	
Introduction Quiz	2023-03-28		Online	
Excavation Safety Quiz	2023-03-28		Online	
Lock Out Tag Out Quiz	2023-03-28		Online	
Scaffolds and Personnel Lifts Quiz	2023-03-28		Online	
Fall Protection Quiz	2023-03-28		Online	
Material Handling and Proper Lifting Quiz	2023-03-28		Online	
Pre-Task Planning Video	2023-03-28		Online	
Incident Reporting Video	2023-03-28		Online	
Material Handling and Proper Lifting Video	2023-03-28		Online	
Safe Driving Video	2023-03-28		Online	
Final Test	2023-03-28		Online	
SmartTagIt Quiz	2023-11-10		Online	



Employee Training Log

April 15, 2025

P.O. Box 4205
 Lynchburg, VA 24502
 (434) 385-6200

Employee: Jackson, Matt Employee #: 45486 Job Title: Mechanical Operations Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
Asbestos Awareness	2017-08-25		Chris Nixon	
Electrical Safety	2019-04-18		Everett Gay III	
Excavation Awareness	2015-12-04		Everett Gay III	
Facility Emergency Plan	2019-04-03		Robert Cash	
Foreman Awareness	2019-02-01		John Plazak	
Hazard Com Ghs	2013-09-20		Paul Denham	
Lock Out / Tag Out	2024-10-22		Nelson Crawford	
Osha 30 hr Construction	2017-03-31		Everett Gay III	
Walraven Prd Demo	2019-08-26		Walraven	
A2l & a3 Refrigerant Update	2024-10-22		Douglas Fowler	
2022 Live Harassment Presentation	2022-09-21		Douglas Davidson	
Professional Engineer - VA	2013-05-31	2015-05-31	Pe-state of VA	
Safety Pledge	2011-01-28			
Silica Awareness	2017-06-23		Everett Gay III	
Subcontractor Management	2020-01-23		Everett Gay III	



Employee Training Log
April 15, 2025

P.O. Box 4205
Lynchburg, VA 24502
(434) 385-6200

Employee: Jackson, Matt Employee #: 45486 Job Title: Mechanical Operations Manager				
Description	Eff Date	Exp Date	Skill Tester	Notes
2024 Social Engineering Red Flags	2024-05-14		Online	
Season 1 Ep 1	2024-06-11		Online	
COVID-19 VOSH Training Video	2020-09-24		Online	
2024 Your Role: Internet Security and You	2024-05-14		Online	
2024 Common Threats	2024-05-14		Online	
Season 1 Ep 2	2024-07-12		Online	
Season 1 Ep 3	2024-09-16		Online	
	2021-09-02		Online	
	2024-02-06		Online	
	2022-09-22		Online	
Harassment Training Video for Supervisors	2021-09-02		Online	
Harassment Training Video for Supervisors	2024-02-06		Online	
Harassment Training Video for Supervisors	2022-09-22		Online	
	2021-09-02		Online	
	2024-02-06		Online	
Season 1 Ep 4	2024-10-22		Online	
	2022-09-22		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-22		Online	
Season 1 Ep 5	2025-01-02		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2021-09-02		Online	
Season 1 Ep 6	2025-01-24		Online	
Harassment Training	2024-02-06		Online	
Season 1 Ep 7	2025-02-27		Online	
Season 1 Ep 8	2025-04-10		Online	
Season 1 Ep 9	2025-04-10		Online	
Season 1 Ep 10	2024-06-11		Online	
Season 1 Ep 11	2024-06-11		Online	
Season 1 Ep 12	2024-06-11		Online	



Employee Training Log

April 15, 2025

P.O. Box 4205
 Lynchburg, VA 24502
 (434) 385-6200

Employee: Harper, Terry Employee #: 34709 Job Title: Lead Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
Aerial Platform Lift	2016-01-14		Marshall Tinsley - Sunbelt Rentals	
Backhoe	2009-07-07		Thomas Stafford	
Confined Space	2015-11-20		Everett Gay III	
Crane Rigging-hand Signal	2011-07-22		Keller Online	
Excavation Equip-shoring	2009-07-07		Stuart Henderson	
First Aid & Cpr	2013-03-15	2015-03-15	Thomas Stafford	
Forklift - Telehandler	2018-10-03	2021-10-03	Robert Cash / Andrew Roach	
Hand / Power Tool Awareness	2018-12-03		Robert Cash	
Hazard Com Ghs	2013-10-28		Joseph George	
Lock Out / Tag Out	2024-09-19		Nelson Crawford	
Orientation/safety	2008-08-29		Thomas Stafford	
Poweder Actuated Tools	2014-02-17		Hilti	
2022 Live Harassment Presentation	2022-09-21		Douglas Davidson	
Reverse Signal Operation	2009-10-15		Thomas Stafford	
Safety Pledge	2011-02-07			
Scaffold	2015-12-29		Everett Gay III	
Silica Awareness	2017-06-28		Austin Davis / Vince Zongrone	
WV Plumber in Training		2026-02-18	WV License	



Employee Training Log

April 15, 2025

P.O. Box 4205
 Lynchburg, VA 24502
 (434) 385-6200

Employee: Harper, Terry Employee #: 34709 Job Title: Lead Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
COVID-19 VOSH Training Video	2020-09-24		Online	
	2022-09-27		Online	
	2024-03-11		Online	
Harassment Training Video for Supervisors	2024-03-12		Online	
Harassment Training Video for Supervisors	2022-09-29		Online	
	2022-09-27		Online	
	2024-03-11		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-27		Online	
Harassment Training	2024-03-11		Online	



Employee Training Log
April 15, 2025

P.O. Box 4205
Lynchburg, VA 24502
(434) 385-6200

Employee: Greaver, Matthew Employee #: 99679 Job Title: Lead Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
Confined Space	2015-02-04		Everett Gay III	
Electrical Safety	2019-04-23		Tommy Farrer	
First Aid & Cpr	2024-01-26	2026-01-26	Nelson Crawford	
Forklift	2015-02-04	2018-02-04	Everett Gay III	
Forklift - Telehandler	2018-08-08	2021-08-08	Everett Gay III	
Hand / Power Tool Awareness	2022-09-16		James Creasy	
Medical Gas Brazing	2018-12-14	2019-06-14	Mgtc	
Medical Gas Installer	2021-12-14	2024-12-14	Mgtc	
Orientation/safety	2022-09-16		James Creasy	
Orientation/safety	2014-11-05		Cindy Britton	
Poweder Actuated Tools	2015-06-29		Hilti & Joe Marcinko	
Reverse Signal Operation	2014-11-05		Cindy Britton	
Silica Awareness	2017-06-27		Austin Davis / Vince Zongrone	
Vdot Flagging	2015-09-15		Junior Price	



Employee Training Log
April 15, 2025

P.O. Box 4205
Lynchburg, VA 24502
(434) 385-6200

Employee: Greaver, Matthew Employee #: 99679 Job Title: Lead Mechanic				
Description	Eff Date	Exp Date	Skill Tester	Notes
Silica Quiz	2022-09-16		Online	
Pre-Task Planning Quiz	2022-09-16		Online	
	2024-03-11		Online	
	2022-09-30		Online	
Harassment Training Video for Supervisors	2024-03-11		Online	
Harassment Training Video for Supervisors	2022-09-30		Online	
Welcome	2022-09-16		Online	
	2022-09-30		Online	
	2024-03-11		Online	
	2022-09-30		Online	
Reverse Signaling Quiz	2022-09-16		Online	
Harassment, Sexual Harassment, and Discrimination Awareness and Prevention video	2022-09-30		Online	
Harassment Training	2024-03-11		Online	
Hazard Communication Quiz	2022-09-16		Online	
Driving Safety Quiz	2022-09-16		Online	
Incident Reporting Quiz	2022-09-16		Online	
Fire Protection Quiz	2022-09-16		Online	
Electrical Safety Quiz	2022-09-16		Online	
Ladder Safety Quiz	2022-09-16		Online	
Introduction Quiz	2022-09-16		Online	
Excavation Safety Quiz	2022-09-16		Online	
Lock Out Tag Out Quiz	2022-09-16		Online	
Scaffolds and Personnel Lifts Quiz	2022-09-16		Online	
Fall Protection Quiz	2022-09-16		Online	
Material Handling and Proper Lifting Quiz	2022-09-16		Online	
Final Test	2022-09-16		Online	
SmartTagIt Quiz	2023-11-10		Online	

Tab 6
Offeror Data Sheet
Attachment A

V.B.4

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 79 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 #
Amherst County High School	15+ Years	2nd Washington St Amherst VA 24521	Gary Roakes (434) 946-9386
James Madison University	10 Years	181 Patterson Street Harrisonburg VA	Frank Viscomi (540) 421-5376
BWXT	45+ Years	P O Box 785 Lynchburg VA 24505	John Compher (434) 522-5055
Chesterfield County Public Schools	9 Years	P O Box 51 Chesterfield VA 23832	Jason Crowder (804) 836-2054
Virginia Military Institute	7 Years	311 Smith Hall Lexington VA 24450	Todd Willey (540) 464-7947

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

Paul R. Denham, President - Southern Air Inc 2655 Lakeside Drive Lynchburg, VA

Frederick Burton, Service Industrial Manager - Southern Air Inc 2655 Lakeside Drive Lynchburg, VA

David Kingrea, Service Manager - Southern Air Inc 169 Pleasant Hill Road Ste A Harrisonburg, VA

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

[] YES [x] NO

IF YES, EXPLAIN: _____

Tab 7
Small Business
Subcontracting Plan
Attachment B

V.B.5

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan
Offeror Name: Southern Air, Inc. Preparer Name: Foster Beeker, Vice-President

Date: April 15, 2025

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 SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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

Procurement Name and Number: JMU - RFP # MPM-1231 Date Form Completed: April 15, 2025

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

Offeror / Proposer: Southern Air, Inc. 2655 Lakeside Drive Lynchburg, VA 24501 Foster Beeker, Vice-President (434) 385-7700
 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)
Allen Yoho 88 Commonwealth Drive Lynchurst VA 22952	John Morris (540) 280-8015	653894	Electrical		
Mid-Atlantic Test & Balance 1120 Wilborn Ave South Boston VA 24592	Dave Foreline (434) 572-4215	656371	Test & Balance		
Shultz & James 9 East Cary Street Richmond VA 23219	Dick Hale (804) 644-3021	653589	PK Boilers		
Kirby Vass 263 Industrial Ave Hollins VA 24019	Charlie Crutchfield (540) 992-3960	656816	Insulation		
Southern Thermal Solution P O Box 107 Verona VA 24481	Scott Marino (540) 246-7999	694988	Insulation		
Valley Automation 1316 East Main Street Luray VA 22825	Patrick Embry (540) 743-7772	673264	Controls & Building Automation		
Southern Refrigeration 206 South Avenue Harrisonburg VA 22801	Chris Knight (540) 433-8701	6841	HVAC Parts		

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

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

Procurement Name and Number: JMU - RFP # MPM-1231 Date Form Completed: April 15, 2025

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

Offeror / Proposer: Southern Air, Inc. 2655 Lakeside Drive Lynchburg, VA 24501 Foster Beeker, Vice-President (434) 385-7700
 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)
S. E. Burks 2518 Waco Street Richmond VA 23229	Patrick Wright (804) 672-8885	656715	Boilers, Pumps		
Momentum Earthworks 1500 Pleasants Drive Harrisonburg VA 22801	Jordan Lehman (540) 810-0861	700293	Excavation		
Enviso Mechanical Sales 13801 Village Mill Drive Midlothian VA 23114	Bobby Maxwell (804) 897-8320	009441	Pre-Insulated Pipe Cooling Towers		
L.A. Prillaman 10025 Lickinghole Road Ashland VA 23005	Joe Prillaman (804) 798-1455	007252	Cooling Towers Gas Regulators		
Dean Steel 5366 North Valley Pike Road Harrisonburg VA 22802	Rick Rowe (540) 578-4679	674908	Crane		
Irge Equipment Company 420-A2 Southlake Blvd North-Chesterfield VA 23235	Mark Wright (540) 290-9579	9831	Steam Equipment		

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

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Tab 8
Amount of Sales with
VASCUPP Members

V.B.6

V.B.6 Amount of Sales with VASCUPP Members

Name	Service	Construction	Total
College of Wlm & Mary	15,653.45	428,344.09	443,997.54
George Mason Univ	-	-	-
James Madison Univ	-	874,796.26	874,796.26
Longwood University	32,849.71	204,485.20	
Old Dominion Univ	-	-	-
Radford Univ	-	-	-
UVA	16,220.74	100,512.62	116,733.36
VCU	232,017.49	492,949.25	724,966.74
VMI	1,276,204.92	130,011.66	1,406,216.58
VT	20,885.67	33,483.84	54,369.51
	<u>1,593,831.98</u>	<u>2,264,582.92</u>	<u>3,621,079.99</u>

Tab 9
Proposed Pricing
Attachment F

V.B.7

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 1**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 159.00/hour	\$ 214.65/hour
Mechanical Supervisor	\$ 130.00/hour	\$ 175.50/hour
HVAC Supervisor	\$ 130.00/hour	\$ 175.50/hour
Laborer		
Laborer, Mechanical	\$ 90.00/hour	\$ 121.50/hour
Laborer, HVAC	\$ 115.00/hour	\$ 155.25/hour
Mechanic		
Boiler Mechanic	\$ 114.00/hour	\$ 153.90/hour
Sheet Metal Mechanic	\$ 117.00/hour	\$ 157.95/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 114.00/hour	\$ 153.90/hour
*Test & Balance Mechanic	\$ 114.00/hour	\$ 153.90/hour
Junior Mechanic (Helper)	\$ 75.00/hour	\$ 101.25/hour
Technician		
Burner Technician	\$ 120.00/hour	\$ 162.00/hour
HVAC Technician	\$ 120.00/hour	\$ 162.00/hour
Service Technician	\$ 120.00/hour	\$ 162.00/hour
*Controls Technician	\$ 120.00/hour	\$ 162.00/hour
Electrical Technician	\$ 120.00/hour	\$ 162.00/hour
Plumbing Technician	\$ 120.00/hour	\$ 162.00/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 120.00/hour	\$ 162.00/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 120.00/hour	\$ 162.00/hour
*Carpenter	\$ 103.00/hour	\$ 139.05/hour
Electrician	\$ 120.00/hour	\$ 162.00/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 74.00/hour	\$ 99.90/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

Southern Air, Inc. will provide a 15% discount off all published list prices for the following ancillary repair materials and parts: Southern Refrigeration, Aireco, R.E. Michel, Ferguson and Grainger. Southern Air, Inc. will diligently work with all vendors to ensure JMU receives the most competitive solutions as required.

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 2**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 114.00/hour	\$ 153.90/hour
Mechanical Supervisor	\$ 110.00/hour	\$ 148.50/hour
HVAC Supervisor	\$ 110.00/hour	\$ 148.50/hour
Laborer		
Laborer, Mechanical	\$ 71.00/hour	\$ 95.85/hour
Laborer, HVAC	\$ 91.00/hour	\$ 122.85/hour
Mechanic		
Boiler Mechanic	\$ 93.00/hour	\$ 125.55/hour
Sheet Metal Mechanic	\$ 85.00/hour	\$ 144.75/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 93.00/hour	\$ 125.55/hour
*Test & Balance Mechanic	\$ 93.00/hour	\$ 125.55/hour
Junior Mechanic (Helper)	\$ 60.00/hour	\$ 81.00/hour
Technician		
Burner Technician	\$ 100.00/hour	\$ 135.00/hour
HVAC Technician	\$ 100.00/hour	\$ 135.00/hour
Service Technician	\$ 100.00/hour	\$ 135.00/hour
*Controls Technician	\$ 100.00/hour	\$ 135.00/hour
Electrical Technician	\$ 100.00/hour	\$ 135.00/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 93.00/hour	\$ 125.55/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 75.00/hour	\$ 101.25/hour
Millwright	\$ 75.00/hour	\$ 101.25/hour
Equipment Operator	\$ 75.00/hour	\$ 101.25/hour
Ironworker	\$ 75.00/hour	\$ 101.25/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 93.00/hour	\$ 125.55/hour
Electrician	\$ 100.00/hour	\$ 135.00/hour
QA/QC (Code Work)	\$ 116.00/hour	\$ 156.60/hour
Project Manager	\$ 116.00/hour	\$ 156.60/hour
Design Engineer	\$ 145.00/hour	\$ 195.75/hour
CAD Designer	\$ 60.00/hour	\$ 81.00/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

Southern Air, Inc. will provide a 15% discount off all published list prices for the following ancillary repair materials and parts: Southern Refrigeration, Aireco, R.E. Michel, Ferguson and Grainger. Southern Air, Inc. will diligently work with all vendors to ensure JMU receives the most competitive solutions as required.

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 3**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 130.00/hour	\$ 175.50/hour
HVAC Supervisor	\$ 130.00/hour	\$ 175.50/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 120.00/hour	\$ 162.00/hour
HVAC Technician	\$ 120.00/hour	\$ 162.00/hour
Service Technician	\$ 120.00/hour	\$ 162.00/hour
*Controls Technician	\$ 120.00/hour	\$ 162.00/hour
Electrical Technician	\$ 120.00/hour	\$ 162.00/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 108.79/hour	\$ 146.87/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 120.00/hour	\$ 162.00/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 75.00/hour	\$ 101.25/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 4**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 135.00/hour	\$ 182.25/hour
HVAC Supervisor	\$ 135.00/hour	\$ 182.25/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 125.00/hour	\$ 168.75/hour
HVAC Technician	\$ 125.00/hour	\$ 168.75/hour
Service Technician	\$ 125.00/hour	\$ 168.75/hour
*Controls Technician	\$ 125.00/hour	\$ 168.75/hour
Electrical Technician	\$ 125.00/hour	\$ 168.75/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 109.00/hour	\$ 147.15/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 125.00/hour	\$ 168.75/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 75.00/hour	\$ 101.25/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 5**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 135.00/hour	\$ 182.25/hour
HVAC Supervisor	\$ 135.00/hour	\$ 182.25/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 125.00/hour	\$ 168.75/hour
HVAC Technician	\$ 125.00/hour	\$ 168.75/hour
Service Technician	\$ 125.00/hour	\$ 168.75/hour
*Controls Technician	\$ 125.00/hour	\$ 168.75/hour
Electrical Technician	\$ 125.00/hour	\$ 168.75/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 109.00/hour	\$ 147.15/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 125.00/hour	\$ 168.75/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 75.00/hour	\$ 101.25/hour

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 6**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 145.00/hour	\$ 195.75/hour
Mechanical Supervisor	\$ 135.00/hour	\$ 182.25/hour
HVAC Supervisor	\$ 135.00/hour	\$ 182.25/hour
Laborer		
Laborer, Mechanical	\$ 80.00/hour	\$ 108.00/hour
Laborer, HVAC	\$ 107.00/hour	\$ 144.45/hour
Mechanic		
Boiler Mechanic	\$ 116.00/hour	\$ 156.60/hour
Sheet Metal Mechanic	\$ 107.00/hour	\$ 144.45/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 116.00/hour	\$ 156.60/hour
*Test & Balance Mechanic	\$ 116.00/hour	\$ 156.60/hour
Junior Mechanic (Helper)	\$ 69.00/hour	\$ 93.15/hour
Technician		
Burner Technician	\$ 125.00/hour	\$ 168.75/hour
HVAC Technician	\$ 125.00/hour	\$ 168.75/hour
Service Technician	\$ 125.00/hour	\$ 168.75/hour
*Controls Technician	\$ 125.00/hour	\$ 168.75/hour
Electrical Technician	\$ 125.00/hour	\$ 168.75/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 109.00/hour	\$ 147.15/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 93.00/hour	\$ 125.55/hour
Millwright	\$ 93.00/hour	\$ 125.55/hour
Equipment Operator	\$ 93.00/hour	\$ 125.55/hour
Ironworker	\$ 93.00/hour	\$ 125.55/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 116.00/hour	\$ 156.60/hour
Electrician	\$ 125.00/hour	\$ 168.75/hour
QA/QC (Code Work)	\$ 145.00/hour	\$ 195.75/hour
Project Manager	\$ 145.00/hour	\$ 195.75/hour
Design Engineer	\$ 181.00/hour	\$ 244.35/hour
CAD Designer	\$ 75.00/hour	\$ 101.25/hour

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 7**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 116.00/hour	\$ 156.60/hour
Mechanical Supervisor	\$ 125.00/hour	\$ 168.75/hour
HVAC Supervisor	\$ 125.00/hour	\$ 168.75/hour
Laborer		
Laborer, Mechanical	\$ 64.00/hour	\$ 86.40/hour
Laborer, HVAC	\$ 86.00/hour	\$ 116.10/hour
Mechanic		
Boiler Mechanic	\$ 110.00/hour	\$ 148.50/hour
Sheet Metal Mechanic	\$ 86.00/hour	\$ 116.10/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 110.00/hour	\$ 148.50/hour
*Test & Balance Mechanic	\$ 110.00/hour	\$ 148.50/hour
Junior Mechanic (Helper)	\$ 55.00/hour	\$ 74.25/hour
Technician		
Burner Technician	\$ 115.00/hour	\$ 155.25/hour
HVAC Technician	\$ 115.00/hour	\$ 155.25/hour
Service Technician	\$ 115.00/hour	\$ 155.25/hour
*Controls Technician	\$ 115.00/hour	\$ 155.25/hour
Electrical Technician	\$ 115.00/hour	\$ 155.25/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 86.80/hour	\$ 117.18/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 75.00/hour	\$ 101.25/hour
Millwright	\$ 75.00/hour	\$ 101.25/hour
Equipment Operator	\$ 75.00/hour	\$ 101.25/hour
Ironworker	\$ 75.00/hour	\$ 101.25/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 110.00/hour	\$ 148.50/hour
Electrician	\$ 115.00/hour	\$ 155.25/hour
QA/QC (Code Work)	\$ 116.00/hour	\$ 156.60/hour
Project Manager	\$ 116.00/hour	\$ 156.60/hour
Design Engineer	\$ 145.00/hour	\$ 195.75/hour
CAD Designer	\$ 60.00/hour	\$ 81.00/hour

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 8**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 135.00/hour	\$ 182.25/hour
Mechanical Supervisor	\$ 115.00/hour	\$ 155.25/hour
HVAC Supervisor	\$ 115.00/hour	\$ 155.25/hour
Laborer		
Laborer, Mechanical	\$ 75.00/hour	\$ 101.25/hour
Laborer, HVAC	\$ 99.00/hour	\$ 133.65/hour
Mechanic		
Boiler Mechanic	\$ 110.00/hour	\$ 148.50/hour
Sheet Metal Mechanic	\$ 99.00/hour	\$ 133.65/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 110.00/hour	\$ 148.50/hour
*Test & Balance Mechanic	\$ 110.00/hour	\$ 148.50/hour
Junior Mechanic (Helper)	\$ 64.00/hour	\$ 86.40/hour
Technician		
Burner Technician	\$ 105.00/hour	\$ 141.75/hour
HVAC Technician	\$ 105.00/hour	\$ 141.75/hour
Service Technician	\$ 105.00/hour	\$ 141.75/hour
*Controls Technician	\$ 105.00/hour	\$ 141.75/hour
Electrical Technician	\$ 110.00/hour	\$ 148.50/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 101.00/hour	\$ 136.35/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 86.00/hour	\$ 116.10/hour
Millwright	\$ 86.00/hour	\$ 116.10/hour
Equipment Operator	\$ 86.00/hour	\$ 116.10/hour
Ironworker	\$ 86.00/hour	\$ 116.10/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 110.00/hour	\$ 148.50/hour
Electrician	\$ 110.00/hour	\$ 148.50/hour
QA/QC (Code Work)	\$ 135.00/hour	\$ 182.25/hour
Project Manager	\$ 135.00/hour	\$ 182.25/hour
Design Engineer	\$ 168.00/hour	\$ 226.80/hour
CAD Designer	\$ 69.00/hour	\$ 93.15/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

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

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

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

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing
Zone 9**

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 135.00/hour	\$ 182.25/hour
Mechanical Supervisor	\$ 110.00/hour	\$ 148.50/hour
HVAC Supervisor	\$ 110.00/hour	\$ 148.50/hour
Laborer		
Laborer, Mechanical	\$ 75.00/hour	\$ 101.25/hour
Laborer, HVAC	\$ 99.00/hour	\$ 133.65/hour
Mechanic		
Boiler Mechanic	\$ 105.00/hour	\$ 141.75/hour
Sheet Metal Mechanic	\$ 99.00/hour	\$ 133.65/hour
*Grout Injection Mechanic	\$ see footnote	\$ see footnote
Startup Mechanic	\$ 105.00/hour	\$ 141.75/hour
*Test & Balance Mechanic	\$ 105.00/hour	\$ 141.75/hour
Junior Mechanic (Helper)	\$ 64.00/hour	\$ 86.40/hour
Technician		
Burner Technician	\$ 100.00/hour	\$ 135.00/hour
HVAC Technician	\$ 100.00/hour	\$ 135.00/hour
Service Technician	\$ 100.00/hour	\$ 135.00/hour
*Controls Technician	\$ 100.00/hour	\$ 135.00/hour
Electrical Technician	\$ 100.00/hour	\$ 135.00/hour
Plumbing Technician	\$ 126.00/hour	\$ 170.10/hour
Thermographer	\$ 176.00/hour	\$ 237.60/hour
Jetter Technician (includes Jetter)	\$ 300.00/hour	\$ 405.00/hour
Sewer Equipment & Backflow Technician Includes: K-50, K-750, Locator, Locator Transmitter, Ridgid Camera, Backflow Preventer Test Kit	\$ 176.00/hour	\$ 237.60/hour
Welding		
Certified Welder, work	\$ 100.68/hour	\$ 132.92/hour
R-stamp Welder	\$ 150.00/hour	\$ 202.50/hour
AI Inspector (R-stamp work)	\$ 695.00/4-hour min	\$ 245.00/hour
Pipefitter	\$ 86.00/hour	\$ 116.10/hour
Millwright	\$ 86.00/hour	\$ 116.10/hour
Equipment Operator	\$ 86.00/hour	\$ 116.10/hour
Ironworker	\$ 86.00/hour	\$ 116.10/hour
Plumber	\$ 126.00/hour	\$ 170.10/hour
*Carpenter	\$ 105.00/hour	\$ 141.75/hour
Electrician	\$ 100.00/hour	\$ 135.00/hour
QA/QC (Code Work)	\$ 135.00/hour	\$ 182.25/hour
Project Manager	\$ 135.00/hour	\$ 182.25/hour
Design Engineer	\$ 168.00/hour	\$ 226.80/hour
CAD Designer	\$ 69.00/hour	\$ 93.15/hour

*Subcontractors may be required for the trades noted " * ". Southern Air Inc. will address the need for subcontractors on an as needed basis. Southern Air, Inc. will engage JMU purchasing management with open dialogue when it is deemed in the university's best interest to use subcontractors. All subcontractors that are executed through Southern Air, Inc. will be invoiced to JMU at "SAI Invoice" plus 7.5%. Invoices can and will be furnished upon request. Testing and Balancing: Southern Air, Inc. is qualified to perform Testing and Balancing as needed. If a NAAC certification is required, Southern Air Inc. will have to subcontract this service.

Southern Air, Inc. will provide a 15% discount off all published list prices for the following ancillary repair materials and parts: Southern Refrigeration, Aireco, R.E. Michel, Ferguson and Grainger. Southern Air, Inc. will diligently work with all vendors to ensure JMU receives the most competitive solutions as required.

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

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

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

Tab 10
Additional Materials
Background Screening
Safety Culture
Substance Abuse Policy



SAFETY

Our Vision

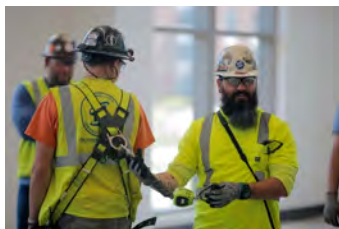
Southern Air is dedicated to achieving excellence as both a contractor and service provider. Our leadership acknowledges that in order to reach this goal, we must prioritize exceptional customer service and quality, foster opportunities for our partners to excel and grow, and maintain a work environment that emphasizes safe behaviors and conditions. We're proud to announce that Southern Air has recently achieved recognition as a Virginia B.E.S.T. Level 3 company, a remarkable accomplishment. VA B.E.S.T. is a strategic partnership between the Associated General Contractors (AGC) and Virginia Occupational Safety and Health (VOSH). Participation in this program is reserved for companies that demonstrate outstanding safety and health programs, compliance efforts, and incident prevention, benefiting not only themselves but also those who work alongside or for them. Currently, there are only three other companies in the state that have attained this level of accreditation.

Southern Air values the well-being of our Partners above all other aspects of our business. The Leadership Team is committed to providing a safe and secure work environment for all of our Partners. This commitment is implemented through consistent training with an overall emphasis on prevention – **“Target Zero Harm.”**

To achieve our goal of zero-harm, we:

- ▣ **Promote a Culture of Shared Responsibility**
- ▣ **Empower Partners to Think, Plan and Perform job tasks in a Risk Free/ Incident Free Environment**
- ▣ **Strive For a Safe, Orderly & Well-Planned Environment to Promote Workforce Productivity**

As providers of contracting services, we encounter a distinct challenge: our operations span various geographic locations and diverse facilities. To tackle this challenge, all Partners are empowered to halt work or raise concerns if they observe any "At Risk" behavior or conditions at any work site. We maintain accountability for all actions, with unwavering support from the Leadership Team. We recognize the exchange of feedback as a vital step toward transforming unsafe practices and attitudes.



All employees are empowered to question and/or stop work if “At Risk” behavior or conditions exist at any work site.



Safety Committee

The Safety Committee at Southern Air consists of both safety personnel and tradesmen from each department. Our mission is focused on fostering open communication from field personnel by offering a secure platform to express opinions, concerns, and solutions aiming to enhance the safety of our work environments. Committee members convene monthly and undertake the following responsibilities:

- Promoting and maintaining interest in health and safety issues
- Reviewing incidents and near hits
- Cultivating ideas and suggestions for improvements in safety
- Developing, implementing and reviewing written safety procedures and daily forms
- Identifying high-risk job tasks and developing written safe operation procedures



Southern Air's 2024 Safety Committee



Training

Training and education are pivotal components of Southern Air’s Safety Program, serving as tangible demonstrations of our unwavering commitment to safety. We urge our leaders to exemplify their support by actively participating in safety training and education initiatives. Each employee undergoes comprehensive pre-employment training programs and Southern Air’s Safety Orientation, ensuring they are equipped to carry out their job functions safely. All training activities are meticulously documented and recorded in employees’ permanent training records, with refresher courses available to maintain current certifications.



Southern Air thoroughly evaluates all hazards and risks associated with the scope of work for each project. We guarantee that all employees receive adequate training to safely perform their job duties and tasks at the designated site. Southern Air readily adheres to client-specific safety orientations with mandatory attendance for all personnel on site.



Southern Air Hand and Power tool training class



During the normal course of work, each employee must follow safe work practices. These practices include, but are not limited to:

- | | |
|---|---|
| <input type="checkbox"/> PPE | <input type="checkbox"/> Hot Work Permits |
| <input type="checkbox"/> Lock out / Tag out | <input type="checkbox"/> Electrical Arc Flash |
| <input type="checkbox"/> Fall Protection | <input type="checkbox"/> Excavation |
| <input type="checkbox"/> Confined Space | <input type="checkbox"/> Ladder selection/use |

Specific training programs are developed and provided for unique circumstances encountered during the course of normal job tasks.

Communications

Southern Air's team members undergo training to identify and steer clear of hazardous conditions. We prioritize keeping our employees well-informed about safety policies and procedures relevant to their respective work environments.

Each foreman conducts weekly safety meetings with their supervised employees to address work practices and conditions covering health and safety. These meetings serve as forums for planning work to ensure its safe execution, discussing any past accidents, and reviewing safety instructions. Additionally, we utilize our bi-monthly corporate newsletter and payroll notices to disseminate safety-related articles, including updates from OSHA, safe procedures and accident reports.

Management Commitment and Involvement

Our distinctiveness lies in our steadfast focus on active participation from senior management. At Southern Air, safety isn't merely a duty assigned to others; it's a shared pledge that begins with our highest-ranking leaders. Our executives play an integral role in safety efforts, regularly connecting with frontline staff and setting a precedent through their actions. This dedication doesn't stop at meetings; it involves being present at job sites, conducting safety inspections, and engaging directly with employees. This proactive engagement underscores our commitment to fostering a safety-first mindset throughout our entire organization.



President Paul Denham with members of his safety and construction team



Safety Team



Tommy Gay – Director of Safety



Andrew Roach – Safety Specialist

With 15 years of experience in both General Industry and Construction, Tommy Gay leads as Safety Director at Southern Air. From his beginnings as a plumbing apprentice, Tommy's journey has been marked by a commitment to safety. Specializing in construction safety, he oversees hazard prevention, employee training, and management involvement. Inspired by his wife and daughters, Tommy balances his career with hobbies like hunting and golfing.

OSHA 10/30 Authorized Outreach Instructor
VA B.E.S.T. Board Member
First Aid/CPR Certified Instructor

Andrew Roach's journey from sheet-metal apprentice to Safety Specialist at Southern Air showcases his determination and adaptability. Initially unsure of his path, Andrew's dedication saw him rise through the ranks, completing numerous projects and certifications along the way. Under the mentorship of Tommy Gay, Andrew honed his expertise in OSHA standards and safe practices. Beyond work, Andrew enjoys a multitude of hobbies, from hunting and fishing to motorcycles and naps, all while cherishing time with his family and friends.

OSHA 10/30 Authorized Outreach Instructor
First Aid/CPR Instructor



Safety Team



David Creasy – Safety Coordinator



Randy Crawford – Safety Specialist

With over 35 years of experience in construction, David Creasy brings a wealth of knowledge to his role as Safety Coordinator at Southern Air. Starting his journey at just 15, David began as summer help, gradually working his way up from roofing to becoming a Foreman in sheet metal. Transitioning into project management and eventually specializing in safety, David has spent over four years dedicated to ensuring the well-being of his fellow workers. Outside of work, David enjoys the great outdoors with his wife and stepsons, indulging in activities like hunting, fishing, and golfing.


OSHA 10/30 Authorized Outreach Instructor
First Aid/CPR Certified Instructor

Randy Crawford's dedication to safety stems from his 17 years of experience as a licensed HVAC Journeyman at Southern Air. Transitioning from a sheet metal apprentice to a service technician, Randy found his passion in promoting safe practices among tradesmen. With his family as his driving force, Randy tirelessly advocates for a secure work environment. When he's not championing safety, Randy cherishes moments with his loved ones, whether it's camping trips or backyard barbecues.

OSHA 10/30 Authorized Outreach Instructor
First Aid/CPR Certified Instructor

2025 Safety Actions and Tactics

1. Increase the number of site safety audits by Owners and Directors.
2. Train and educate all new partners on OSHA 10 within first 60 days and foreman, supervisors and managers on OSHA 30 within six months.
3. Focus on Serious Incident Fatality (SIF'S) pre-cursors in our industry and through Near Hit investigations and observations.

		WORKERS COMPENSATION EXPERIENCE RATING						
		Risk Name: SOUTHERN AIR INC				Risk ID: 917992096		
		Rating Effective Date: 10/01/2024		Production Date: 07/12/2024		State: INTERSTATE		
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
NC	.40	15,366	23,047	7,681	0	80,560	0	0
VA	.42	550,222	793,403	243,181	761,304	76,545	936,577	175,273
WV	.51	23,233	37,039	13,806	74,304	65,190	106,113	31,809
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.42		588,821	853,489	264,668	597,882	76,161	775,506	177,624
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	177,624		C * (1 - A) + G 417,677		(A) * (F) 251,110		(J) 846,411
Expected	(E)	264,668		C * (1 - A) + G 417,677		(A) * (C) 247,305		(K) 929,650
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors		1.00				(J) / (K) .91		
<p>RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED. THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.</p>								

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1301 Old Graves Mill Road
Lynchburg, VA 24502
Tel (434) 832-2100
Fax (434) 832-2296



Lynchburg
Richmond
Roanoke
Charlotte
Greensboro
Greenville
Raleigh
Knoxville
Nashville

August 14, 2024

RE: Experience Modification Rating (EMR) for Southern Air, Inc., PO Box 4205, Lynchburg VA 24502

To Whom It May Concern:

This is to certify that our company insures the above referenced contractor and their Experience Modification Rating Factors are as follows:

Effective Date	EMR
10/01/2024	.91
10/01/2023	.98
10/01/2022	.75
10/01/2021	.69
10/01/2020	.69

Sincerely,

A handwritten signature in black ink, appearing to read "Susan VanRemortel".

Susan VanRemortel, CPIW, AAI
Commercial Account Manager

scottins.com
Insurance, Bonds, Benefit Services, and Financial Management
With Captive Insurance Operations in Grand Cayman
Founded 1864



Safety Training Capabilities

Southern Air has an extensive list of safety classes that can be taught in house to our field and service personnel. The following courses are taught by our Safety Team on a frequent basis:

- ❖ New Employee Safety Orientation
- ❖ OSHA 10/30 General Industry and Construction
- ❖ First Aid / CPR
- ❖ Electrical Arc Flash
- ❖ Fall Protection
- ❖ Aerial Lifts
- ❖ Fork Truck / Telehandler
- ❖ Excavation
- ❖ Powdered Actuated Tools
- ❖ Asbestos and Lead Awareness
- ❖ Lock Out / Tag Out
- ❖ Ladder Safety
- ❖ Hazard Communication
- ❖ Respirator
- ❖ Fire Protection and Welding
- ❖ Hand and Power Tools
- ❖ Scaffolds
- ❖ Hearing Conservation
- ❖ Personal Protective Equipment
- ❖ Material Handling and Storage
- ❖ Silica Awareness
- ❖ Pre-Task Planning





Safety Training Curriculum

New Employee Safety Orientation

Objective: To provide a basic understanding and awareness of all Southern Air safety policies, practices and procedures. Subjects include hazard communications, lock out tag out, fall protection, PPE, respirators, driving, reverse signals, material handling, electrical safety, lifting, fire extinguishers, ladder safety, pre-task planning, excavation, and aerial lifts.

Materials: Lectures, videos, hands on usage, and testing

Instructor: Safety Team Member

Duration: 4 hours

New Employee Continued Education

OSHA 10 completion required within the first 60 days of employment.

Electrical Arc Flash

Objective: To provide a basic understanding and awareness of the electrical risks associated with arc flash. Training topics include recognition of electrical hazards, establish arc flash zones, proper PPE usage, Southern Air's policy on energized work, filling out electrical hot work permits, and examples of typical Southern Air conditions and tasks.

Materials: Lectures, videos, hands on usage, and testing

Instructor: Safety Team Member

Confined Space

Objective: To provide training on identification of confined space, how to properly prepare for entry, permit preparation, use of equipment and monitors, and attendant roles and responsibilities.

Material: Lectures, videos, hands on training, and testing

Instructor: Safety Team Member



Fall Protection

Objective: Identification of fall hazards, how to set up adequate protection, and the use of personal fall arrest systems.

Material: Lectures, videos, hands on training, and testing

Instructor: Safety Team Member

Respirator

Objective: To assure that individuals are medically fit for use, proper fitting of respirators, use of the respirator, filter selection, cleaning and caring for respirators, and other PPE required during the assignment.

Materials: Medical exams, hands-on training, lectures, videos and fit testing.

Instructor: Safety Team Member

First Aid / CPR

Objective: To provide basic instruction on emergency care and first aid on construction and service jobsite. Certified first responders for jobsite incidents.

Materials: Video, lectures, hands on training.

Instructor: Safety Team Member

Excavation

Objective: To provide knowledge and awareness on the risks associated with digging and excavating. The course content includes contacting Miss Utility for assistance and marking, how to properly trench and dig, use of equipment, safety measures that need to be in place to protect workers and filling out permits and requests.

Material: Videos, lectures, and hands on training

Instructor: Safety Team Member

Lock Out Tag Out



Objective: To provide procedures on how to identify sources of energy, how to properly lock out equipment, and review of equipment and devices that are used in the lock out process.

Material: Videos, lectures, and hands on training

Instructor: Safety Team Member

OSHA 30

Objective: This class is intended for Managers, Foremen and Project Leadmen. It covers all the required subjects spelled out by OSHA to include fall protection, excavation, confined space, recordkeeping, ladder safety, PPE, scaffold, electrical safety, fire protection, and material handling.

Material: Lectures, PowerPoint slides, videos, and hands on training.

Instructor: Safety Director of Specialist

Forklift / Telehandler

Objective: To provide instruction and skills in the use of forklift and construction lulls. The course includes information on the proper use of equipment, the safe operation of equipment, equipment inspections and operating limitations.

Material: Videos, PowerPoint slides, lectures, and testing.

Instructor: Safety Team Member

Orientation Card

(800) 743-1214 ♦ SOUTHERN-AIR.COM



ORIENTATION/SAFETY	ORIENTATION TOPICS COVERED	
<p>Training certification for employee #99898</p> <p>Casey Edwards</p> <p>John Plazak Instructor</p> <p>2016-03-04 Completion date</p>		<p>Intro to Southern Air Hazardous Communication Company Vehicle Use Material Handling Electrical & GFCI Fall Protection Fire Extinguishers Lockout/Tagout Silica Awareness</p> <p>Safe Lifting Ladder Safety Excavation & Soil Mechanics PPE (Head, Hand, Eye/Face, Ear Foot & Respiratory) Dress Code/Discipline/Bonuses Scissor/Boom Lifts Reverse Signal</p>

Sample Training Card

FIRST AID & CPR		
<p>Training certification for employee #83902</p>		
<p>Ronald Thacker</p>		
<p>Andrew Roach 09180721644 Instructor</p>		<p>2023-02-17 Completion date</p>
		<p>2025-02-17 Expiration date</p>



Sample Training Log / Roster

3.5 Hours

Southern Air

TRAINING LOG

Subject: Arc Flash Backhoe/Excavation Confined Space Forklift Lockout/Tagout
 Powder Actuated Tools Reverse Signal Scaffolding Scissor/Boom Lift OSHA 10Hr
 OSHA 30 HR Other (Specify) Telehandler

Location: SAI Office City: Lynchburg State: VA Zip Code: 24501

Training Date: 4/28/23 Expiration Date (if applicable) 4/28/26 Print Cards Yes No

Instructor: Tommy Gay David Creasy Andrew Roach Randy Crawford Other

EMPLOYEE NAME (Please print)	EMPLOYEE NO.	EMPLOYEE SIGNATURE
[Redacted Content]		

**SOUTHERN AIR'S DRUG AND ALCOHOL-FREE
WORKPLACE POLICY**

Revised: January 2009

In 1988, Congress passed the "Drug-Free Workplace Act." Effective March 18, 1989, this Act addresses any drug abuse in the workplaces of federal contractors and grant recipients.

In response to the new federal requirements for drug-free workplaces, and in keeping with Southern Air's concern for the health and safety of its workforce, Southern Air is instituting the following Drug and Alcohol-Free Workplace Policy.

It is Southern Air's intent to establish and maintain a work environment that is free from the effects of substance and alcohol abuse. The sections of this policy are as described below:

Section A: outlines, among other things, activities which are prohibited by this policy.

Section B: describes an Employee Assistance and Drug and Alcohol Awareness Program that will provide information to all employees on the dangers of drug and alcohol use and abuse and available treatment facilities.

Section C: establishes Southern Air's procedure requiring a negative drug and alcohol test of all new hires and recalls from "lay-off" of more than 90 days duration.

Section D: outlines a testing program for all employees.

Section E: addresses notification requirements.

Section F: discusses miscellaneous matters related to this policy.

Section G: discusses disciplinary actions for violation of Southern Air's Drug and Alcohol-Free Workplace Policy.

Section H: provides definitions for certain terms as used in this policy.

Section I: is the employee consent form acknowledging the policy and agreeing to follow it without reservation.

SECTION A

Prohibited Activities

Southern Air's Drug and Alcohol-Free Workplace Policy prohibits employees from engaging in any of the following activities:

1. Unauthorized use or possession, or any manufacture, distribution, dispensation or sale of a controlled substance or alcohol on company premises, while on company business, while in company supplied vehicles or while at company work sites;
2. Storing in a locker, desk, automobile, or other repository on company premises or company work sites any controlled substance or alcohol;

3. Being under the influence of a controlled substance or alcohol on company premises, company work sites, or while on company business, or while in company supplied vehicles;
4. Any possession, use, manufacture, distribution, dispensation or sale of illegal drugs or alcohol off company premises that could probably adversely affect the individual's work performance, his own or others' safety at work, or the company's regard or reputation in the community;
5. Failure to adhere to the requirements of any drug/alcohol treatment or counseling program in which the employee is enrolled;
6. Failure to notify the company of any conviction under criminal drug/alcohol statutes occurring within the workplace within five days of the conviction;
7. Refusal to sign a statement to abide by the company's drug/alcohol policy;
8. Switching or adulterating any sample submitted for testing or any other action which jeopardizes testing;
9. Refusing consent to testing or to submitting a sample for testing when requested by management; and
10. Refusing to submit to an inspection for drugs or alcohol when requested by management.

Authorized Use Of Prescribed Medicine

The legal use of prescribed or over the counter drugs/medications is permitted on the job only if it does not impair the employee's ability to perform his/her job effectively and safely and does not endanger other individuals (i.e., employees, customers). Employees have a duty to check with their physician in order to determine if the use of prescribed or over the counter drugs/medication will affect the employee's ability to safely perform work as set forth above. If the use of prescribed or over the counter drugs/medication poses a safety risk to the employee or others, it is the employee's responsibility to notify his/her supervisor and the company's safety officer concerning the risk so that appropriate action, including reasonable accommodation where necessary and possible, can be taken. Failure to do so is considered a violation of this policy.

On-Call

Employees who are on-call are required to report back to work without being in violation of this policy.

Alcohol at Certain Functions

On rare occasions, alcohol may be available at certain functions (Christmas parties, picnics, etc.). Moreover, alcohol may be present at social or dinner settings. In such situations, employees are personally responsible to avoid misuse, abuse or excessive use of alcohol so as to not endanger the safety of the employee and others as well as to strictly observe the legal prohibition of driving under the influence of alcohol or other intoxicants. Employees who are not responsible in this regard will be considered in violation of this policy. Southern Air will attempt to provide alternate methods of transportation for any employee who is (or believes) that he/she is in violation of this policy.

SECTION B

Employee Assistance & Drug Awareness Program

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation, and for reduced personal, family, and social disruption. The decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

The company will assist employees in obtaining early voluntary treatment from the Employee Assistance Program (EAP) offered by Southern Air through various counseling groups throughout the state. The company will take no disciplinary action against employees who voluntarily seek such assistance and are cooperating with and participating in the programs or other recommendations of the EAP. However, an employee participating in rehabilitation or counseling is not relieved of compliance with the terms of this notice or other applicable standards governing performance and conduct.

Employees with alcohol or drug abuse problems should use the confidential counseling services provided by EAP. The initial interview is provided at no cost to the employee by Southern Air. Employees may seek help without the knowledge or approval of any Southern Air personnel. In order to participate in the Employee Assistance Program, you may contact the following:

Lynchburg Peachtree Counseling Center (434) 239-1928	Roanoke Lee Powell (540) 989-7700
Charlottesville Erin Johnson (434) 981-4747	Richmond Barbara Davis (804) 798-4134 or 798-8285
Virginia Beach Deborah Mostert (757) 615-4222	Winchester Psycho Therapy Associates of Winchester (540) 722-0750

Southern Air will sponsor periodic presentations by Family Service personnel to inform interested employees about substance and alcohol abuse. These presentations will be available to all Southern Air employees.

SECTION C

Testing For New Hires & Recalls From "Lay-Off"

Southern Air requires negative drug and alcohol test results for all new hires and recalls from a lay-off of over 90 days as a condition of employment or re-employment. No offer of employment or re-employment will be made prior to the receipt of negative test results. Upon receipt of negative test results by the Personnel Department, job applicants may be hired (or laid-off employees recalled) as employees beginning the normal six month training period as outlined in the Employee Handbook. If negative tests results are not submitted, employment can not be offered to a job applicant or recall from layoff.

SECTION D

Other Drug and Alcohol Testing

Southern Air will subject all employees to random drug and alcohol testing. Periodically a job site will be randomly selected for testing. All Southern Air employees at the job site will be tested. Random testing will also be conducted at individual offices for administrative staff on a periodic basis.

Employees selected to be tested will be required to submit to the test precisely at the time and place scheduled by the company. Failure to comply with the testing schedule may be treated the same as a positive test result, depending on the circumstances.

In addition to random testing, testing will be required of any active employee whenever the employee is involved in a "compensable injury." A "compensable injury" is any on-the-job injury as a result of which an employee is eligible for workers' compensation and which requires medical treatment, or where there is property damage to Southern Air property or the property of others which from the appearance of the damage could be valued at over \$250.

Testing will also occur if there is reasonable cause to believe that an employee is under the influence of illegal drugs, controlled substances or alcohol. Reasonable cause exists where an employee exhibits behavior generally accepted by the medical community as evidencing the use of drugs and/or alcohol. Examples include, appearance, slurred speech, body odor, possession of drug paraphernalia, or a report of a violation of this policy provided by a reliable and credible source.

Testing will also occur if Southern Air, in its discretion, allows an employee who has tested positive to return to work, as a condition of returning to work. The amount of testing will be determined by Southern Air.

SECTION E

Notification

Pursuant to the Requirements of the Drug Free Workplace Act, employees are required to notify the Director of Personnel Development of any criminal drug statute conviction for a violation occurring in the workplace within five days of such conviction. Southern Air will report such conviction to the appropriate contracting agency within the time-frames as required by the Drug Free Workplace Act.

Employees who are charged with Driving Under the Influence of alcohol or drugs are required to notify the Director of Personnel Development regarding such a charge within 24 hours of the charge if the employee's job requires the employee to drive company vehicles or use personal vehicles on company business. Employees who have been so charged are prohibited from driving company vehicles or personal vehicles on company business until they are authorized to do so by the Director of Personnel Development.

SECTION F

Miscellaneous

No employee will be requested to submit to a drug and/or alcohol test unless specific authorization for such a test has been given by either the Director of Personnel Development, safety officer, foreman or project manager. If a test is authorized, an accurate and reliable testing method will be used. Testing will be conducted at sites certified to conduct such testing under appropriate law.

Employees are required to cooperate with the testing process. Consequently, the refusal to take the test, the refusal to sign the necessary consent and release forms to be tested; and adulterating, tampering with, or otherwise not cooperating with the test process or procedures is considered a violation of this policy.

Southern Air recognizes the confidential nature of drug and alcohol testing and is committed to keeping all test results as private as possible. Consistent with this commitment, Southern Air will not disseminate individual test results without (a) prior authorization from the tested individual, or (b) as otherwise allowed or required by applicable law, such as administrative and legal proceedings.

In addition to testing, Southern Air may also inspect company property and ask to conduct inspection of personal property if there is a reason to believe there is a violation of this policy. Participation in inspection of personal property is voluntary, but employees who refuse may be deemed in violation of this policy.

SECTION G

Disciplinary Actions For Violating The Drug-Free Workplace Policy

Any violation of this policy (including a positive test or the refusal to take a test) may result in disciplinary action up to and including discharge, at Southern Air's sole discretion. Any employee suspected of having used drugs or alcohol in violation of this policy may also not be permitted to work or drive company vehicles until testing is conducted.

Employees testing positive for drugs and alcohol may also be referred to treatment and counseling program at Southern Air's discretion. If treatment and counseling is allowed, the employee may be suspended from work without pay and not allowed to return to work until the treatment program administrator advises the company that the employee is drug/alcohol free and is not a safety risk in the workplace. Failure to enroll and successfully complete the treatment program, if offered as an option, will result in discharge.

SECTION H

Definitions

For the purposes of this policy, company premises or property is defined in its broadest sense and includes all land, property, buildings, structures, vehicles and all other means of conveyance owned or leased by Southern Air or otherwise being utilized for Southern Air business. "Alcohol" is defined in its broad general sense, including, but not limited to, beer, wine and liquor. A "drug" is defined as any substance included in Schedule 1 of the Schedule of Controlled Substances of The Drug Enforcement Agency, any substance prohibited by the Drug Free Workplace Act, or any other substance which in its broad general sense is considered a drug and not dispensed through a licensed physician's prescription specifically for an individual. Being "under the influence" is not defined in the restrictive legal sense but refers to any influence which, in Southern Air's judgment, impairs the employee's ability to perform his/her duties satisfactorily or which may endanger the health, safety or well being of Southern Air's employees or customers.

SECTION I

Employee Acknowledgment
& Consent

I have carefully and thoroughly reviewed Southern Air's Drug and Alcohol Free Workplace Policy. I understand that compliance with this policy is a condition of employment. Failure or refusal to cooperate fully, sign any required document, submit to any inspection or test, or follow any prescribed course of counseling and treatment may be grounds for discipline, including immediate termination. I further agree to release all information necessary for the implementation of this policy (such as status and completion of any counseling and treatment program) to Southern Air management employees who have a business need to know about such information. I also understand that Southern Air reserves the right to interpret, change, rescind or depart from this policy in whole or in part as it deems necessary.

Date

Employee's Signature

Employee's Name (printed)

NOTE: Two copies of section I are included in the package. You sign and keep the copy attached to the policy, return the other signed copy to the Personnel Department. Return of your signed copy to the Personnel Department is required for you to continue as an employee of Southern Air.



Request for Proposal

RFP# MPM-1231

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

April 2, 2025



REQUEST FOR PROPOSAL
RFP# MPM-1231

Issue Date: April 2, 2025
Title: On Demand Trade Services: Mechanical & Plumbing
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 6, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

MANDATORY/ OPTIONAL PRE-PROPOSAL: None

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Lead Contract Officer & Project Manager, 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)

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-1231

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Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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

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

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

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

Attachment I: VHEPC PAC Agreement

I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The University is seeking to partner with qualified contractors to provide mechanical and plumbing trade services across a variety of campus buildings on an as-needed basis. Over the five year period of the previous contracts, the University has generated approximately 15 million dollars of spend with the current contractors and these contracts have been used beyond James Madison University by VASCUPP institutions and other agencies in the Commonwealth of Virginia.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

A. GENERAL NEEDS & EXPECTATIONS

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

7. The Contractor shall assure that all work is accomplished in compliance with all applicable University, State, Federal, and local laws, ordinances, rules, regulations, and codes including OSHA requirements and the dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order.
8. The Contractor shall be responsible for all damages to persons or property that occur as a result of their fault or negligence.
9. The Contractor shall be properly licensed for all work to be performed and shall furnish copies of relevant licenses as part of their proposal. Class A Contractor's License is preferred.
10. The Contractor shall warrant the work, and supply written verification of warranty to the project manager. Warranty requirements will be provided by the University on a per-job basis.
11. The Contractor's job foreman and project manager or project lead, if the same person is serving in both capacities, shall be present on the job site during all work.
12. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection, or life safety systems or any other building features that will overload or render useless any portion of the facility.
13. The University reserves the right to specify precisely the types of materials to be utilized.

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

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

C. MECHANICAL & PLUMBING SERVICES

1. Steam Turbine Repair Services: to include disassembly, inspection, and repair with authorized manufacturer's representative on-site during all inspection and repair procedures.

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

D. HVAC SERVICES

1. Service, Repair, and Installation of residential and commercial HVAC systems of up to 25 tons.
2. Service, Repair, and Installation of residential and commercial HVAC systems over 25 tons.
3. To include:
 - a. Sales of new HVAC equipment and systems;
 - b. Installation of HVAC equipment with the associated duct systems, refrigerant, piping, water piping, pipe insulation, electrical wiring, and control wiring;
 - c. Provide factory authorized technicians to perform start up, service, and repair of such systems;

- d. Service Technicians must be EPA Certified for proper refrigerant use;
- e. Provide balancing of air distribution, hydronic heating, cooling, and condenser water systems.

E. PROCEDURES

Because this contract shall be multiple awards, projects will be distributed amongst the contractors in the following manner. The University may select any one of the contracted vendors if a project is valued at less than \$200,000. If the project is valued at \$200,000 or more, then all contractors under this contract will be contacted, a site visit shall be held, and a proposal will be requested from each for that particular project. The contractor will then be selected based on those proposals. No single project under this contract shall exceed \$1,000,000.

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

F. DRAWINGS/SPECIFICATIONS

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

G. QUALITY OF WORKMANSHIP

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

H. PERSONNEL QUALIFICATIONS

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

I. USE OF RECYCLED MATERIALS

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

J. INSTALLATION

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

K. ASBESTOS

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

L. GENERAL REQUIREMENTS

1. General or Primary Contractor shall employ subcontractors actively engaged in the appropriate trade. The subcontractors shall have sufficient experience in commercial construction practices to complete the project satisfactorily.
2. General or Primary Contractor shall submit a list of subcontractors to the Agency Project Manager. List shall be submitted along with the Contractor’s quotation. Project Manager reserves the right to reject subcontractors.

3. All accidents or emergencies shall be reported immediately to Campus Police (540) 568-6911 and to the Project Manager.
4. All materials, supplies, and equipment used in this project shall be new and free from defects and shall be installed in accordance with the manufacturer's recommendations.

M. TEMPORARY FACILITIES

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

N. SITE CLEAN UP

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

O. COMPLETION PROCEDURE

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

P. INVOICING REQUIREMENTS

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

V. **PROPOSAL PREPARATION AND SUBMISSION**

A. GENERAL INSTRUCTIONS

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

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

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. **ELECTRONIC SUBMISSION:**

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS.

PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **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.
 - iii. 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.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

3. 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.
4. 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’ 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. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. 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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
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- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, 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.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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 via email directly to the Procurement Officer listed on the signature page of this solicitation or 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 or swamreporting@jmu.edu .**
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 or swamreporting@jmu.edu .** 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 or swamreporting@jmu.edu .

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- S. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- T. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name _____
 Subcontractor Name _____
 License # _____ Type _____

- U. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- V. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

- W. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- X. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.
- Y. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Z. WORK ESTIMATES: Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- AA. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

IX. METHOD OF PAYMENT

The contractor will be paid 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.

Specify any associated charge card processing fees, if applicable, to be billed to the university.

Attachment F should be used to provide pricing for all role designations, material, and products to be offered to the University.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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

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

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

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

Attachment I: VHEPC PAC Agreement

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	------------------------

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSB 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, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

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> Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
<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)

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and [VENDOR NAME], (“Vendor”).

TERM

The term of this Agreement shall begin [Date] to [Date] with [Number] of [Number] year renewal options, and an expected final expiration date of [Date]. This end date coincides with the Primary Agreement’s [Agreement Number] end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

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

III. Payment:

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

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

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

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

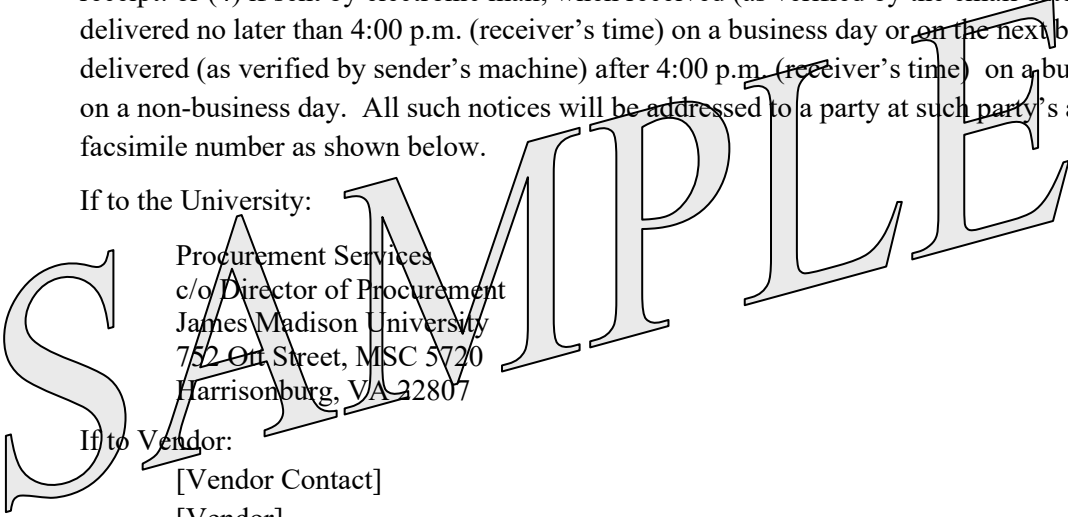
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
[City, State, Zip]
Email: [Vendor Email]
Fax: [Fax]



ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC

SAMPLE

**Rates by Role for RFP# MPM-1231
On Demand Trade Services: Mechanical & Plumbing**

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

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

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

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

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

Reporting Instructions

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

Attachment G

JMU Term Contract Work Standard Proposal Form



Labor by Role (Prime Contractor	Rate	Hours	Ext. Price
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Labor Subtotal			\$0.00

Proposed Subcontractor	SWaM Certified?	Sub Base Cost	% Sub Markup	Ext. Price
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subcontractor Subtotal				\$0.00

Descriptive Statements
<i>(Price to Include, Price Not to Include, Allowances, Submittals, etc.)</i>
<i>(use additional sheets as needed)</i>
Contractor's Project Mgr.
Project Start Date
Project End Date

Equipment, Materials, & Services	Base Cost	% Discount	Ext. Price
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Equipment, Materials, & Services Subtotal			\$0.00

Total Project Cost	\$0.00
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