



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7273

This contract entered into this 11th day of August 2025, by Riddleberger Brothers, 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 May 2, 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.

PURCHASING AGENCY:
By: Michael Morrison (Signature)

Michael Morrison (Printed Name)

Title: Lead Contract Officer + PM

CONTRACTOR:
By: Kirk Adams (Signature)

Kirk Adams (Printed Name)

Title: Vice President

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

8/4/2025

The Primary Point of Contact for this Contract is:

Kirk Adams – Vice President

540-574-5950

adamsk@rbiva.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. Riddleberger Brothers, 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. Riddleberger Brothers, Inc. agrees to use the JMU Standard Proposal Form for quotes under this contract, to include the Riddleberger Brothers proposal and narrative.
7. Riddleberger Brothers, Inc. agrees that SWaM subcontractor usage will be reported as applicable to work performed for James Madison University.
8. Riddleberger Brothers, Inc. agrees to include the PAC agreement as a part of this contract.

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.

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor/Superintendent/Foreman	\$ 98.00 /hour	\$ 147.00 /hour
Mechanical Supervisor	\$ 98.00 /hour	\$ 147.00 /hour
HVAC Supervisor	\$ 98.00 /hour	\$ 147.00 /hour
Laborer	\$ 55.00 /hour	\$ 82.50 /hour
Laborer, Mechanical	\$ 55.00 /hour	\$ 82.50 /hour
Laborer, HVAC	\$ 55.00 /hour	\$ 82.50 /hour
Mechanic	\$ 75.20 /hour	\$ 112.80 /hour
Boiler Mechanic	\$ 128.00 /hour	\$ 192.00 /hour
Sheet Metal Mechanic	\$ 73.35 /hour	\$ 110.03 /hour
Grout Injection Mechanic	N/A	N/A
Startup Mechanic	\$ 96.25 /hour	\$ 144.38 /hour
Test & Balance Mechanic	\$ 76.15 /hour	\$ 114.23 /hour
Junior Mechanic (Helper)	\$ 61.30 /hour	\$ 91.95 /hour
Technician	\$ 128.00 /hour	\$ 192.00 /hour
Burner Technician	\$ 128.00 /hour	\$ 192.00 /hour
HVAC Technician	\$ 128.00 /hour	\$ 192.00 /hour
Service Technician*	\$ 128.00 /hour	\$ 192.00 /hour
Controls Technician	\$ 148.00 /hour	\$ 222.00 /hour
Welding	\$ 84.00 /hour	\$ 126.00 /hour
Certified Welder, R-stamp work	\$ 128.00 /hour	\$ 192.00 /hour
AI Inspector (R-stamp work)	\$ 175.98 /hour	\$ 263.97 /hour
Pipefitter	\$ 75.20 /hour	\$ 112.80 /hour
Millwright	\$ 99.09 /hour	\$ 148.64 /hour
Equipment Operator	\$ 71.00 /hour	\$ 106.50 /hour
Ironworker	\$ 75.00 /hour	\$ 112.50 /hour
Plumber, Master	\$ 82.00 /hour	\$ 123.00 /hour
Plumber, Journeyman	\$ 75.20 /hour	\$ 112.80 /hour
Carpenter	\$ 73.75 /hour	\$ 110.63 /hour
Electrician	\$ 75.00 /hour	\$ 112.50 /hour
QA/QC (Code Work)	\$ 128.00 /hour	\$ 192.00 /hour
Project Manager	\$ 128.00 /hour	\$ 192.00 /hour
Design Engineer	\$ 130.00 /hour	\$ 195.00 /hour
CAD Designer	\$ 95.00 /hour	\$ 142.50 /hour

NEGOTIATION SUMMARY

RIDDLEBERGER BROTHERS, INC.

PARTS & SUPPLIES				
Item	Manufacturer	List Price	% Discount Off	University Price
Rough Materials (Pipe, Fittings, Valves, etc.)	Various	Various	15%	Various
Sheet Metal Ductwork (fabricated ductwork)	RBI	Various	10%	Various
Major HVAC & Plumbing Equipment	Carrier, Trane, Daikin, Patterson, Kelley, etc.	Various	10%	Various
Parts for repairs on HVAC & Plumbing Equipment	Various	Various	15%	Various

OTHER PRICING				
Early Payment Discount				%
Subcontractor Fees				10%
				\$
				\$
				\$

**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 Riddleberger Brothers, 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 (UCPJMU7273) end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7273, 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:

Kirk Adams, Vice President
Riddleberger Brothers, Inc.
1-540-574-5950
6127 S. Valley Pike
Mt. Crawford, VA 22841
Email: adamsk@rbiva.com

ACCEPTANCE

For James Madison University

For Riddleberger Brothers, Inc.

Michael Morrison

Michael Morrison
Lead Contract Officer & Project Manager

8/20/2025

Date

K. Adams

Kirk Adams
Vice President

8/20/2025

Date

Agreement #: UCPJMU7273-PAC

REDACTED COPY



Request for Proposal

RFP# MPM-1231

General Mechanical Services



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech



RIDDLEBERGER

BROTHERS, INC

"Our Experience At Your Service"

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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 Bldg.
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 p.m. on May 6, 2025 for Furnishing The Services Described Herein. (See special Terms & Conditions "D. Late Proposals")

MANDATORY PRE-PROPOSAL: None

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

All Inquiries For Information and Clarification Should Be Directed To: Michael Morrison, Lead Contract Officer & Project Manager, Procurement Services, morrismp@jmu.edu 540/568-6181 (Fax) 540/568-7936 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:

Riddleberger Brothers Inc.

6127 S. Valley Pike, Mt. Crawford, VA 22841

By:  _____
(Signature in Ink)
Name: Kirk Adams _____
(Please Print)
Title: Vice President _____

Date: May 2, 2025 _____

Phone: (540) 574-5950 _____

Web Address: www.rbiva.com _____

Fax #: (540) 432-1691 _____

Email: adamsk@rbiva.com _____

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.

Plan and Methodology; “Statement of Needs”

IV. STATEMENT OF NEEDS

A. General Needs and Expectations:

1. The Offeror should have the ability to perform multiple tasks within one project or multiple projects simultaneously within a short turnaround period.

As of April 30th, 2025 Riddleberger Brothers Inc. employs 235 full time field mechanical/plumbing operations staff with 52 direct support staff all based out of our Mt. Crawford Virginia office. In addition to our construction field and support staff we also employ a service company staff of 110 employees. We have sufficient resources to work on multiple University projects simultaneously as we have demonstrated in the past.

2. The Contractor shall provide all supervision, material, labor, tools, equipment, documentation, and all incidentals require and/or implied for the complete and satisfactory performance of mechanical and/or plumbing services on and as-needed basis by James Madison University.

It is our intention to conform to this standard as required by the 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.

It is our intention to conform to this standard as required 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 contract with the project area.

It is our intention to conform to this standard as required by the University.

IV. STATEMENT OF NEEDS

A. General Needs and Expectations (Continued):

5. The Contractor shall be responsible for cleaning up all work areas and for the removal of their tools and equipment

It is our intention to conform to this standard as required by the University.

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.

It is our intention to conform to this standard as required by the University.

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.

It is our intention to conform to this standard as required by the University.

8. The Contractor shall be responsible for all damages to persons or property that occur as a result of their fault or negligence.

It is our intention to conform to this standard as required by the University.

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 Contractors License is preferred.

A copy of our License(s) has been included in this documentation as required per section "B" below.

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.

It is our standard practice to provide to the University Project Manager a Warranty Letter at the completion of the project which states warranty period and contact information for our company during that time.

IV. STATEMENT OF NEEDS

A. General Needs and Expectations (Continued):

11. The Contractor's job foreman and project manager or project lead, if the same person is serving both capacities, shall be present on the job site during all work.

We will have a project lead on site at all times during construction until completion as determined by the University Project Manager.

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.

It is our intention to conform to this standard as required by the University.

13. The University reserves the right to specify precisely the types of materials to be utilized.

It is our intention to conform to this standard as required by the University.

IV. STATEMENT OF NEEDS

B. Describe Statements: address All the following statements within proposal.

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

Riddleberger Brothers has successfully performed numerous projects at James Madison University. RBI is committed to customer satisfaction; this is evident by over two hundred and fifty (250) repeat customers across the state of Virginia. Our company size allows us to react quickly and efficiently to schedule changes and issues normally associated with executing multiple projects simultaneously.

Our craft employees' level of seniority and experience is unusually high for a construction-oriented company. We take pride in hiring the very best and, through our company philosophy and policies, retain these skilled craftsmen. Riddleberger Brothers, Inc. has become one of the largest and most respected mechanical contracting firms in the Commonwealth of Virginia. Key facts concerning our capacity include:

- Corporate offices in Mt. Crawford, Virginia**
- Full-service plumbing, mechanical, HVAC service, controls and design-build Company.**
- 530+ full-time employees**
- 220 fully equipped vehicles**
- Degreed mechanical engineers – design, sales, estimators and project managers**
- 100,000+ square feet of production facilities**
- Over 2,400 successfully completed major projects**
- 85 years of industry experience**
- Member of Associated General Contractors (AGC), American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE), American Society of Plumbing Engineers (ASPE), Plumbing-Heating-Cooling Contractors National Association (PHCC), Association for Facilities Engineering (AFE), Refrigeration Service Engineering Society (RSES), National Air Duct Cleaners Association (NADCA), Indoor Air Quality Association (IAQA)**
- "R" Stamp Certified by National Board Inspection Code (NBIC)**

Our team approach to project scheduling is proven and will contribute to our success on future projects at James Madison University.

OUR TEAM APPROACH DELIVERS SUPERIOR RESULTS



IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 2. Describe how your company ensures compliance with all Local, State, and Federal laws and regulations, including all required liability insurance.**

Riddleberger Brothers Inc. is a wholly owned subsidiary of Comfort Systems USA, Inc., a nationally recognized, publicly traded company. As such we are audited yearly to ensure that we are in compliance with all Local, State and Federal Laws (Including the Sarbanes-Oxley Act of 2002) and Regulations, including all required liability insurance. Copies of the certificates can be provided upon request.

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 3. Describe any and all certifications and licensures held by the person(s) performing service for the University on behalf of the Contractor, as well as any other Contractor employee that may be involved in this contract. Please include copies of the certifications and licensures within Contractor's proposal.**

Because of the extensive nature and enormous amount of information showing all of the certifications and licensures held by the person(s) that could perform services for the University on behalf of Riddleberger Brothers Inc., we have provided a separate attachment table below for reference rather than including within the proposal itself. RBI will provide copies of any certifications or licenses upon request.

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

4. Describe all goods and services that your company 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.

OVERVIEW OF COMPANY SERVICES

A Virginia Corporation since 1958 with offices located in Mt. Crawford, Virginia. Class “A” Virginia Contractor’s Registration No. 2701-004943A.

TYPE OF BUSINESS CONDUCTED

Construction Group

- Project Managers – all degreed engineers
- Sales Engineers
- Estimation department
- Coordinated drawing department
- Licensed Professional Engineers on staff
- LEED Accredited Professionals on staff
- Commissioning Department.
- Energy Services.

Service Group

- Mechanical, electrical and plumbing service and preventive maintenance including special projects.

Contracting

- Lump Sum
- Cost Plus
- Time and Material
- Not-to-Exceed

Design Build

- Turnkey Engineering & Design Services
- Energy Services & Audit Capabilities

MAJOR PIECES OF EQUIPMENT

- Construction trucks
- Skid steer loaders
- Dump trucks
- Man lifts
- Forklifts
- Backhoes
- Portable welders – electric
- Welders – motor driven

- Rental boilers
- Air compressors
- Truck crane

TYPES OF WORK PERFORMED

85% of RBI's work is self-performed

- Plumbing
- Heating
- Air conditioning
- Sheet metal work (fabrication and installation)
- Process piping
- Refrigeration
- Underground utility (gas, water, storm drainage, sanitary sewer)
- Pipe Jetting Service
- Mechanical and Plumbing scoping/camera services
- Electrical
- Boiler Re-tubing and Repairs (National Board “R” Stamp)
- Air and Water Balance
- IAQ Services

MARKET FOCUS

- Commercial
- Industrial
- Healthcare
- Educational (University and K-12)
- Institutional
- Recreational
- Government

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 5. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or spot purchases.**

Riddleberger Brothers has extensive experience with many projects of all shapes and sizes at the University level.

We have been involved with the On-Demand Request for Qualifications for James Madison since its induction in 2010. We have performed numerous projects both as a direct contractor to James Madison University and as a Subcontractor working through a General Contractor.

In 2016 we began our first VASCUPP agreement direct with James Madison University. Since inception, JMU has awarded Riddleberger Brothers over \$15,000,000+ in projects.

From 2017 to present we have held an On-Demand/VASCUUP agreement with the University of Virginia. Through this contract we annually perform numerous projects on both the academic and healthcare campuses.

Above and beyond our VASCUPP, University Project and Subcontract experience we have worked hand in hand with many local colleges and universities to develop, bid and complete numerous projects of all shape and size.

Our experience includes projects at the following institutions:

- James Madison University**
- University of Virginia**
- Virginia Military Institute**
- Washington and Lee**
- Bridgewater College**
- Shenandoah University**
- Mary Baldwin College**
- Blue Ridge Community College**
- Laurel Ridge Community College**
- Randolph Macon College**
- University of Lynchburg**
- Randolph College**

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

6. Describe your firm's protocol and/or safety training program.

RBI - COMPANY SAFETY PLAN

Over the years Riddleberger Brothers, Inc. has made significant changes in our field and facility operations to perform work safely on the job and to achieve our current **0.53 Experience Modification Rate**.

Committed to a zero-harm work environment, our Safety Department staff includes full-time, experienced employees who have a concentrated focus on employee safety education and awareness. We focus on safety leading indicators, not just OSHA compliance. We believe safety has less to do with rulebooks and more to do with what is in the minds of our workers and the hearts of our management.

Specifically, our team endeavors to create an accident-free environment through leadership, communication, employee involvement and recognition. Each of our employees receives comprehensive health and safety orientation, company specific safety training, project specific safe work practices training and certification in OSHA 10 hour. Field managers and supervisors receive OSHA 30 hour training, along with Lessons and Leadership and other company developed, proprietary leadership and safety training.

On site, an emphasis is placed on pre-task planning. Our company has an exceptional pre-task technique, "Think 5x5", taught to all employees to ensure that they think and work safely at the point at which the work is taking place. This initiative increases employee awareness and enhances the company culture to "take 5 seconds and 5 steps back" in order to evaluate the task and their surroundings and work area to ensure it is a safe work environment. This will be particularly important as many of the projects performed under this contract will take place in an active campus setting.

We also jointly recognize that a key component of company safety is shifting tasks from our jobsites to the more controlled, safer environment of our fabrication shops. Accordingly, the kick-off process for each of our projects includes development of our project specific prefabrication plan that identifies to what extent we can prefabricate our scope within our SHARP (an OSHA cooperative, onsite consultation program) certified prefabrication shops. Our prefabrication shops are a vital part of reducing exposure to hazards in the field and eliminating unsafe environments. Having reduced exposures, having immersed each employee in our safety culture and providing frequent training, we believe that we now have an educated and aware workforce that allows our company to continually improve upon its safety performance.

Our focus on an overall safe project environment ensures the safety of not just our Team's employees, but also our subcontractor's employees and the general public in close proximity to the project site. The positive results of this approach are evident by our continually improving experience modification rate.

We recognize that James Madison University shares our passion for safety and continuously strives to maintain the safest of work environments. We hope to have the opportunity to continue to partner with JMU on many successful, but most importantly, safe projects.

Riddleberger Brothers, Inc, experience modification rate (EMR) for past three years:

FY 2024 - .53
FY 2023 - .59
FY 2022 - .58

Sample job site specific safety analysis:

Riddleberger Brothers, Inc.		
SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	HAZARD CONTROL
Prior to commencing mobilization to site	Unknown site hazards Workers not understanding the requirements of the job Specific site requirements	Client's site introduction requirements Discuss access to site with Client Discuss likely hazards to be found on site Receive clearance from Client to mobilize to site Receive site map from Client indicating the following 1. Access roads to the site 2. Contact details for site manager 3. Details of special PPE required for the site 4. Type of & No of vehicles permitted on the site 5. Laydown area for equipment
Mobilize	Damage/ injury to personnel or asset Manual handling Snakes/insects bites Dehydration Sunburn Trips & slips	Obtain Clearance to Work Permit if applicable Use Client supplied laydown areas Awareness of environment Maintain adequate fluids Use sunscreen & personal protection Clear area of trip hazards & debris Limit lowering of personnel equipment to 30 Kg
Site Planning PRIOR to work COMMENCING	Unknown site hazards Workers not understanding job requirements Work is not isolated Engulfment	Induct workers to the site Review the JSA prior to work commencing each morning or high risk activity as often as required Ensure all identified permits and clearances are available and valid for the particular shift Ensure correct PPE is worn and is in good condition

SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	HAZARD CONTROL
Excavate trench (if applicable)	Collapse of trench Dust Other services	<p>Ensure correct slope angle used for the soil type & depth:</p> <ul style="list-style-type: none"> ▪ Class A slope ¾/1 ▪ Class B slope 1/1 ▪ Class C slope 1½ /1 – Always Assume <p>Use trench shoring and barriers or slope all excavations 1½:1 on the</p> <p>Use water to suppress dust</p> <p>Wear appropriate PPE</p> <p>Use an alert attendant as a spotter</p> <p>The Superintendent will be the Riddleberger Brothers, Inc. competent person on site during excavation.</p>
Access trench	Falling from Height Falling equipment & debris Slips Electric shock	<p>Use ladders and walkways</p> <p>Provide earth ramps if necessary</p> <p>Clear all debris and equipment Min. 1 meter from edge of trench</p> <p>Ensure trench walls are stable and safe</p> <p>Bell holes to be suitable size and dry</p> <p>Ensure welding machines have voltage reduction devices fitted when using machines for arc welding if required from a risk assessment</p> <p>Use dry duck boards if trench is wet</p> <p>Wear rubber boots if trench is wet</p> <p>Ensure a supply of dry welders gloves are on site</p>
Cutting / Welding / Soldering pipe	Eye injuries Burns Electric shock Fire	<p>Check oxy/acetylene equipment for damage (hoses, hand piece, flash back arresters) for leaks prior to entering a confined space or trench</p> <p>Ensure welding leads are in proper condition</p> <p>Wear appropriate PPE – gloves, welding/cutting goggles or appropriate shield. Note – sunglasses MUST NOT be worn</p> <p>Use dry gloves and ensure all cables and hoses are in good condition</p> <p>Use duckboards if required</p> <p>Have an inspected fire extinguisher available</p> <p>Ensure pipe is adequately supported for cutting</p> <p>Utilize forced air ventilation (respiratory protection if needed) in trenches or confined spaces as required.</p>
Fit the weld band and pulling bolt	Hand injuries Falling from pipe	<p>Wear gloves</p> <p>Use ladders and keep top of pipe free of debris and sand</p>

SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	HAZARD CONTROL
Set the pipe/pipe fittings	Crush injuries Dropping the pipe Slips & Trips	Remove all unnecessary personnel from the area Ensure personnel are clear of the moving pipe Ensure dogman has good communication with the excavator driver Only qualified and competent dogmen and excavator operators to be employed. Ensure all lifting equipment is in good order Wear safety helmets and vests
Tighten the weld band pulling bolts	Hand injuries	Wear gloves Use correct equipment – spanners Ensure the pulling bolt is adequately welded or if a chain type is used the chain is in good order and correctly located
Weld Joint, (<i>EXTERNAL</i>)	Eye injuries Burns Electric shock Sun burn Dehydration	Check welding leads, hand pieces, wire feeders etc for damage prior to using the equipment Ensure the Voltage Reduction Device is ON Ensure NO welding electrode is in the hand piece when not welding Wear appropriate eye protection (welding goggles or shield) Wear suitable clothing – in good condition Ensure all PPE is in good condition and utilized Keep all equipment dry Use duckboards if required Use tent, tree, building, etc. for shade Maintain adequate fluids Use sunscreen & personal protection Portable Welding Fume Extractors will be utilized for welding stainless steel if needed.
Weld Joint (<i>INTERNAL</i>)	Conduct Pre-plan if Confined Space	Develop from Risk Assessment
Lifting and carrying various items	strains (overexertion) Falls (both Falls To Below and Same Level)	Determine whether item is too heavy or bulky for one person to carry Use proper lifting techniques Always be able to see where you are going and what might be an obstacle in your path Always wear appropriate PPE

SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	HAZARD CONTROL
Using various chemicals, such as PVC Glue, Duct Sealer	Contacted By Contact With Exposure causing irritation, allergic response, etc. Spills	Read and follow all SDS instructions regarding proper use If allergic reaction or irritation occurs, report to supervisor & replace chemical with safer material Keep SDS sheets on hand Wear proper eyewear, masks, and gloves when using certain chemicals Have HAZCOM for spills or exposure Keep copious water on hand for contact Solvent based duct sealer must be used in a well-ventilated area When not in use, keep container closed and store away from ignition sources. Cutting take-off holes in duct already applied with duct sealer: use only shears or snips, no abrasive grinding or cutting methods.
Pressure test joint	Eye injuries	See pressure test procedure Wear eye protection Remove all unnecessary personnel from the area
Weld up the test hole (if applicable)	Eye injuries Burns Electric shock	Wear appropriate eye protection (welding goggle or shield) Wear suitable clothing – in good condition Keep all equipment dry Use duckboards if required
Unload from truck and transport pre-fabbed parts to worksite	Laceration Hand injury Muscle strain Eye injury	Protect/remove sharp edges Hand & eye protection Proper tools Proper lift techniques
Climb, dismount, and work from ladders	Ladder failure Ladder kick-out Fall from ladder Twisted ankle	Keep clean & maintained work station Inspect ladder & follow instructions PFAS when above 6'
Fab or alter parts using shears, hammer punches, & drills, demo of duct	Laceration Hand injury Muscle strain Eye injury Fall	Protect/remove sharp edges Hand & eye protection Proper tools & lift techniques PFAS when above 6'
Obtain & install hanger straps, beam clamps, & sheet metal screws	Laceration Hand injury Muscle strain Eye injury	Protect/remove sharp edges Hand & eye protection Proper tools & lift techniques

SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	HAZARD CONTROL
Make duct connection; fasten seams & joints together with welds, bolts, rivets, solder, caulks, drive clips, sealers, & bonds	Laceration Hand injury Muscle strain Electrical shock Chemical reaction Eye injury	Protect/remove sharp edges Hand Protection (welding gloves when welding) Eye protection (welding goggle or shield when welding) Proper tools & lift techniques GFCI Read & follow SDS Sealer must be used in a well-ventilated area When not in use, keep container closed and store away from ignition sources. Portable Welding Fume Extractors will be utilized for welding stainless steel if needed.
Trim, file, ground, deburr, buff, & smooth surfaces, seams, & joints	Laceration Hand injury Muscle strain Eye injury	Protect/remove sharp edges Hand & eye protection (safety glasses and face shield or goggles are required) Hearing protection Proper tools & lift techniques
Install spin-in, peel & stick or airtight duct taps; cut take-off holes; connect to (round/flex) branch duct	Laceration Hand injury Muscle strain Eye injury	Protect/remove sharp edges Hand & eye protection Proper tools & lift techniques Cutting take-off holes in duct already applied with duct sealer: use only shears or snips, no abrasive grinding or cutting methods.
Install assemblies; registers, grills, diffusers, detectors, pipes, flashing, HVAC/R, air handlers, roof top units, dampers (manual/motorized/splitter)	Laceration Hand injury Muscle strain Eye injury	Protect/remove sharp edges Hand & eye protection Proper tools & lift techniques
Raise duct using duct jack, etc.	Laceration Hand injury Muscle strain Equipment failure Load falls	Protect/remove sharp edges Hand & eye protection Proper tools & lift techniques Stay clear of elevated load Inspect & maintain equipment
Operate equipment (manlifts, forklifts, company vehicle, etc.)	Equipment/surrounding damaged Equipment malfunction	Inspect & maintain equipment Operator is licensed Buckle Up!
Clean & maintain work station	Muscle strain Hand injury Eye injury	Work cautiously Hand & eye protection
Gather & move material, pipework, & fittings to work station	Slip/trip/fall Muscle strain Hand injury	Keep walkway/work area clean/clear of debris Proper tools & lift techniques Hand protection

SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	HAZARD CONTROL
Climb, dismount, & work from ladders or work platforms	Ladder failure/kick-out Twisted ankle Fall from elevation	Clean & maintain work station Inspect ladder & follow instructions PFAS when above 6'
Demolition & patch work	Eye injury Electrical shock Hand injury Laceration Fire Drill seize Fall from elevation	Work cautiously & away from unsafe areas Hand & eye protection (glasses & face shield; or goggles) GFCI PFAS when above 6'
Measure, cut, thread, bend, or hang pipe (soldering, brazing, welding, bonding)	Laceration Fire Eye injury Hand injury Electrical shock Muscle strain Anchor pulling loose Crushing	Hand & eye protection Required work clothing GFCI Fire extinguisher Inspect hooks, rigging, & chain fall/hoisting equipment Proper tools & lift techniques (team lift; pipe carts)
Test pipework & install glycol in system	Pipe explosion Pipe fitting failure Electrical shock	Proper glue Purge pipe & notify persons in area before test GFCI
Modify, clean & maintain pipe systems & fittings	Electrical shock Hand injury Eye injury	Hand & eye protection GFCI
Assemble, position, & mount hangers & HVAC/R equipment	Muscle strain Hand injury Eye injury	Proper tools & lift techniques Hand & eye protection (safety glasses & face shield or goggles required when drilling overhead) Drilling directly overhead into concrete(use vacuum attachment or wear N-95 dust respirator)
Perform rough-ins; repair leaks; replace fixtures; fit valves & couplings	Muscle strain Hand injury Eye injury	Proper tools & lift techniques Hand & eye protection

SEQUENCE OF JOB STEPS	HAZARD IDENTIFICATION	HAZARD CONTROL
Excavate / grade ditches	Sun/heat injury & illness Trench cave-in Muscle strain Eye injury Hand injury	Wear reflective vests Shirts with sleeves & sunblock Operate with C.A.R.E Trench protection: slope/shore/shield Hand & eye protection
Operate equipment (manlift, forklift, vehicle, etc.)	Equipment/surrounding damaged Equipment malfunction	Inspect & maintain equipment Operator is licensed; Buckle Up!
Remove damaged pipe	Eye injury Hand injury Muscle strain Fire	Proper tools & lift techniques Hand & eye protection GFCI Fire extinguisher
Demobilize	Manual handling Crane usage Site condition	Use client supplied laydown areas Use correct lifting equipment, chains, slings etc Limit lifting of personnel equipment to 30 Kg Leave site in a clean & tidy condition, in accordance with client direction

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

- 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 a close proximity of the University or other State agency.**

James Madison University has been a premier customer of Riddleberger Brothers Inc.'s since our doors opened in 1940 (Then, Madison College). We have performed work at JMU for over 85 years and continue to aggressively pursue work at the University and explore every chance to better our relationship.

We have held one policy consistent with our relationship with James Madison University. We have the capability and will always respond to any request from James Madison University in 24 hours or less. We have been the go-to contractor when things have broken in the freezing cold temperatures of winter. We have been working side by side with University technicians in the summertime when equipment has failed. Our dedicated staff understands the importance of performing quality workmanship with the local University and every person has a sense of pride with the relationship we carry with the University.

We hope that under this contract it will provide another avenue for us to continue to grow together and allow us to continue to perform work for the University.

In response we will provide a project manager/sales engineer response to the University immediately upon contact. Also, we can have multiple crews mobilized within 12-18 hours depending on the immediate need from the University. Our main location that houses our fleet is only 6.4 miles from the center of the University. On short notice we have no problem providing the University with 15-20 skilled crafts persons.

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

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.

- **Ben Budd – Sales Engineer/JMU Account Representative:**
Ben Budd will be responsible for the account relationship between JMU and Riddleberger Brothers. He will be the single, designated point of contact for JMU. He will write all proposals and respond to all requests by University personnel.
- **Neal Buchanan – Director of Project Management:**
As Director of Project Management Neal will have overall oversight of project management responsibilities of project executed through this contract.
- **Greg Baker – Project Manager:**
Greg Baker will be the project manager for the majority of projects at the University, however there may be other project managers and project engineers involved as overall project capacity warrants. As stated above, all projects will be under the direct supervision of Neal and the Account Representative, Ben Budd.
- **Kirk Adams- Vice President of Preconstruction & Business Development;**
Kirk Adams will assist as required by the University on larger scale projects where CAD/BIM drawings are required, extensive preconstruction services are required and/or when estimation services cannot be handled by the Account Representative.
- **Darryl Lam – Senior Estimator:**
Darryl Lam will assist in the estimation of projects for the University when estimation services cannot be handled by the Account Representative.
- **Bo McCoy – Project Superintendent;**
Bo McCoy will serve as our Project Superintendent with oversight of all projects at James Madison University. Depending on the project and timing, additional site supervision will be provided as required.

Resume for key personnel have been provided later in section V. B. 3.

IV. STATEMENT OF NEEDS

B. Describe Statements: address the following statements within proposal.

9. Describe your Guaranteed response time for regular and emergency services.

We Guarantee under the provisions of this contract we will provide the University with a less than 18-hour response on all regular services and less than a 2-hour response on all emergency services.

IV. STATEMENT OF NEEDS

C. Mechanical & Plumbing Services

Riddleberger Brothers Inc. and/or sub-tier subcontractors can perform all work as shown in this section.

Work to be Subcontracted as follows:

- **Steam Turbine Repair Services: to include disassembly, inspection, and repair with authorized manufacturer's representative on-site during all inspection and repair procedures.**
- **"U" Stamp Welding Services: to include complete design, fabrication, and inspection per ASME.**
- **Utility Tunnel, Manhole sealing, and Below Grade Basement Level of Building Grout Injection: to include best methods available to ensure water-tight integrity for affected area.**
- **Insulation Projects.**
- **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 thermo setting, polyester or epoxy vinyl ester resin, vacuum impregnated flexible polyester fill tube having an impermeable inner surface.**

IV. STATEMENT OF NEEDS

D. HVAC Services

Riddleberger Brothers Inc. can self-perform all work as shown in this section.

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

- 3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.**

Riddleberger Brothers has successfully performed numerous projects at James Madison University. RBI is committed to customer satisfaction; this is evident by over two hundred and fifty (250) repeat customers across the state of Virginia. Our company size allows us to react quickly and efficiently to schedule changes and issues normally associated with executing multiple projects simultaneously.

Our craft employees' level of seniority and experience is unusually high for a construction oriented company. We take pride in hiring the very best and, through our company philosophy and policies, retain these skilled craftsmen. Riddleberger Brothers, Inc. has become one of the largest and most respected mechanical contracting firms in the Commonwealth of Virginia. Key facts concerning our capacity include:

- Corporate offices in Mt. Crawford, Virginia**
- Full service plumbing, mechanical, HVAC service, controls, electrical and design-build Company.**
- 530+ full-time employees**
- 220 fully equipped vehicles**
- Degreed mechanical engineers – design, sales, estimators and project managers**
- 100,000+ square feet of production facilities**
- Over 2,400 successfully completed major projects**
- 85 years of industry experience (Founded in 1940)**
- Member of Associated General Contractors (AGC), American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE), American Society of Plumbing Engineers (ASPE), Plumbing-Heating-Cooling Contractors National Association (PHCC), Association for Facilities Engineering (AFE), Refrigeration Service Engineering Society (RSES)**
- “R” Stamp Certified by National Board Inspection Code (NBIC)**

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.(Continued)

KEY PERSONNEL

- **Ben Budd – Sales Engineer/JMU Account Representative:**
Ben Budd will be responsible for the account relationship between JMU and Riddleberger Brothers. He will be the single, designated point of contact for JMU. He will write all proposals and respond to all requests by University personnel.
- **Neal Buchanan – Director of Project Management:**
As Director of Project Management Neal will have overall oversight of project management responsibilities of project executed through this contract.
- **Greg Baker – Project Manager:**
Greg Baker will be the project manager for the majority of projects at the University, however there may be other project managers and project engineers involved as overall project capacity warrants. As stated above, all projects will be under the direct supervision of Neal and the Account Representative, Ben Budd.
- **Kirk Adams- Vice President of Preconstruction & Business Development:**
Kirk Adams will assist as required by the University on larger scale projects where CAD/BIM drawings are required, extensive preconstruction services are required and/or when estimation services cannot be handled by the Account Representative.
- **Darryl Lam – Senior Estimator:**
Darryl Lam will assist in the estimation of projects for the University when estimation services cannot be handled by the Account Representative.
- **Bo McCoy – Project Superintendent:**
Bo McCoy will serve as our Project Superintendent with oversight of all projects at James Madison University. Depending on the project and timing, additional site supervision will be provided as required.



BEN BUDD

6127 S. Valley Pike
Mt. Crawford, VA 22841
Phone: 540.434.1731
Ben.budd@rbiva.com



PROFILE

Ben's experience extends long before Riddleberger Brothers. In 2012 he began a career at RBI as a Project Manager handling numerous key accounts including James Madison University. In 2016 he was moved into sales as an account representative for RBI.

CLIENT EXPERIENCE

James Madison University **2020 – Present**
Harrisonburg, VA
Contact: Various \$17,163,800+ In Projects
Client Summary: Mr. Budd has been our account representative at JMU for the past nine years. We have continued to work with various engineers on numerous projects.

Merck **2020 – Present**
Elkton, VA
Contact: Various \$14,873,257+ In Projects
Client Summary: We perform multiple detail oriented and technical projects for Merck. All owner direct projects are handled by Mr. Budd.

Augusta Health **2020 – Present**
Fishersville, VA
Contact: Various \$3,148,018+ In Projects
Client Summary: Mr. Budd has represented RBI in fishersville at the Hospital and various other client satellite locations. His experience in providing customer focused solutions to various customer situations lends to his ability to represent RBI at JMU.

EMPLOYMENT

Riddleberger Brothers, Inc., Mt. Crawford, VA **2016-Present**
Inside Sales/Sales Engineer

Riddleberger Brothers, Inc., Mt. Crawford, VA **2012-2016**
Project Manager

TRAINING & CERTIFICATIONS

OSHA 10 **2014**
Comfort Systems PM Academy **2018**
Comfort Systems Sales Academy





NEAL BUCHANAN

6127 S. Valley Pike
Mt. Crawford, VA 22841
Phone: 540.434.1731
Neal.buchanan@rbiva.com



PROFILE

In his 21+ years of project management experience at Riddleberger Neal has managed numerous large and complex mechanical projects. These projects include several renovations and additions to occupied, operating facilities where minimal disruption of the day-to-day operations was critical.

PROJECT EXPERIENCE

JMU College of Business – Expansion / Renovation **2021**
Harrisonburg, VA
Owner: James Madison University \$10,640,864 – Renovation/Addition
Contact: Glenn Wayland
Project Summary: 87,400 square foot renovation along with 129,400 square feet of new addition to the existing Showker Hall.

JMU Madison Hall Renovation **2017**
Harrisonburg, VA
Owner: James Madison University \$3,212,393.00 – Renovation
Contacts: Scott Wachter / Nancy Cornwell
Project Summary: Renovation and repurposing of the 56,000 square foot previous RMH Cancer Center to house various University Programs.

Harrisonburg - Bluestone Elementary **2017**
Harrisonburg, VA \$4,518,809.00 – New Construction
Owner: City of Harrisonburg
Contact: Nielsen – Jacob Hull
Project Summary: This "Green" project utilized eight geothermal ground source loops that combined to serve over sixty heat pumps throughout the building.

EMPLOYMENT

Riddleberger Brothers, Inc., Mt. Crawford, VA **2020-Present**
Director of Project Management

Riddleberger Brothers, Inc., Mt. Crawford, VA **2013-2020**
Senior Project Manager

Riddleberger Brothers, Inc., Mt. Crawford, VA **2004-2013**
Project Manager

EDUCATION

Virginia Polytechnic Institute and State University **2004**
Blacksburg, VA
Bachelor of Science, Mechanical Engineering





GREG BAKER

6127 S. Valley Pike
Mt. Crawford, VA 22841
Phone: (540)437-3985
Greg.baker@rbiva.com



PROFILE

In his time with Riddleberger, Greg has managed many projects at James Madison University. These projects have ranged in size, complexity and pace. Greg's previous experience in field installation and building information modeling aid in his ability to effectively manage these often fast paced and complex projects.

PROJECT EXPERIENCE

- James Madison University** **2024**
Sonner Hall HVAC Renovation
 Owner: James Madison University \$1,611,000 – Renovation
Project Summary: This project included the complete replacement of the HVAC systems in James Madison University's Sonner Hall.

- Lewis Gale Medical Center OR Renovation** **2020**
Salem, VA
 Owner: Lewis Gale Medical Center \$1,527,000 – Renovation
Project Summary: This project included replacing fifty-one (51) VAVs as well as demolition and reinstallation of all the mechanical piping within the surgical area of the Hospital all while maintaining the hospital's active surgical schedule.

- James Madison University** **2019-2024**
Bluestone Chiller Loop (Phases 1 – 4)
 Owner: James Madison University \$2,575,000 – Renovation
Project Summary: This project began in 2020 and has been strategically planned to implement a redundant chilled water loop serving all seven (7) buildings on the south quad eliminating the need for individual building chillers that are at end of serviceable life. Currently working on phase 4 and incorporating 5 of the 7 buildings to be online by August of 2025.

EMPLOYMENT

- Riddleberger Brothers, Inc., Mt. Crawford, VA **2017-Present**
Project Manager

- Riddleberger Brothers, Inc., Mt. Crawford. VA **2010-2017**
BIM Coordinator

- Riddleberger Brothers, Inc., Mt. Crawford, VA **1998-2010**
Sheet Metal Mechanic

TRAINING & CERTIFICATIONS

- Comfort Systems, USA – Project Manager Academy **2020**
 First Aid & CPR **2022**





BO MCCOY

6127 S. Valley Pike
Mt. Crawford, VA 22841
Phone: 540.434.1731
mccoymb@rbiva.com



PROFILE

Bo has experience with a wide variety of complex mechanical projects. This experience, coupled with his number of years in the mechanical contracting industry allows him to efficiently manage tightly scheduled, complicated projects. Bo has extensive experience on the campus of James Madison University as he has managed the Center for the Performing Arts, Duke Hall, East Tower, New Dining Hall and Carrier Library Projects.

PROJECT EXPERIENCE

JMU Carrier Library Renovation 2025 - Ongoing
James Madison University
Owner: James Madison University \$16,200,000 – Renovation/Addition
Project Summary: Ongoing expansion on renovation of James Madison University’s historic Carrier Library.

JMU College of Business Expansion & Renovation 2021
James Madison University
Owner: James Madison University \$10,640,000 – Renovation/Addition
Project Summary: 87,400 square foot renovation along with 129,400 square feet of new addition to the existing Showker Hall.

JMU East Tower 2014
James Madison University
Owner: James Madison University \$8,682,798 – New Construction
Project Summary: New construction of a 150,000 square foot facility for the College of Health and Behavioral Sciences on the campus of James Madison University. This LEED project includes water cooled chillers, custom air handling units and medical gas systems.

EMPLOYMENT

Riddleberger Brothers, Inc., Mt. Crawford, VA **1992 – present**
Field Superintendent

TRAINING & CERTIFICATIONS

Master Plumber WVA # PL02249 2008
Med Gas System Installer #E07R018
OSHA 10
FMI Superintendent Academy, Phoenix, AZ



V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

4. Offeror Data Sheet, Included As Attachment A to this RFP.

ATTACHEMENT 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 85 Months 6

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Rockingham County Schools	12+ Years	North Liberty, Harrisonburg, VA	Steve Reid, 540-434-4434
James Madison University	68+ Years	Blue Stone Drive, Harrisonburg, VA	Brian Naftel 540-421-9630
City of Winchester	14+ Years	North Kent St. Winchester, VA	Corey McKnight, 540-974-8737
SWIFT	30+ Years	McDevitt Drive, Culpeper, VA	Dustin Hammond 540-219-6717
Valley Health Systems	14+ Years	Amherst St., Winchester, VA	Mark Baker, 540-536-5336

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

OFFEROR	CONTACT PERSON/PHONE #	ADDRESS
Riddleberger Brothers Inc.	Ben Budd (540) 820-6556	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Gary Huffman (540) 476-2098	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Darrell Moubray (540) 574-5942	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Neal Buchanan (540) 574-5907	6127 S. Valley Pike, Mt. Crawford, VA 22841
Riddleberger Brothers Inc.	Kirk Adams (540)574-5950	6127 S. Valley Pike, Mt. Crawford, VA 22841

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

[] YES [XX] NO

IF YES, EXPLAIN: _____

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

5. Small Business Subcontracting Plan, Included as Attachment B to this RFP.

ATTACHEMENT B

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

Revised 6/15/15 ABS

Offeror Name: Riddleberger Brothers Inc.

Preparer Name: Ben Budd

Date: April 30, 2025

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

Program, all certified women-owned businesses are also a small business enterprise.

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

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

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

5. Small Business Subcontracting Plan, Included as Attachment B to this RFP. (Continued)

The below Attachment B (Small, Women and Minority-owned (SWaM) Utilization Plan) is sample which is representative of many of the SWaM certified vendors and subcontractors which we often utilize on projects. Specific vendors and subcontractors will be based on the scope of each individual project.

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: Riddleberger Brothers, Inc. 6127 S. Valley Pike, Mt. Crawford, VA 22841 Ben Budd 540-434-1731
 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)
C&W - Tesco, Inc.	Bill Wassum P: (804) 379-9345	10000	Testing and Balancing		
Annandale Balancing Co.	Scott Toney P: (703) 256-2097	670659	Testing and Balancing		
Applied Building Systems	Edward Souder P: (540) 773-230	813101	Controls		
Avis Electric	Robyn Helwig P: (804) 730-2112	9976	Electrical (Controls Wiring)		
CSE, Inc.	Gerald Stinnette P: (434) 845-7536	661924	Cranes, Rigging		
Enviro Mechanical Sales, Inc.	Joan Ketchum P: (757) 483-1390	9441	HVAC Equipment		
Harrisonburg Construction Co., Inc.	Robert Ryder P: (540) 434-9560	6647	General Trades		

(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 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: Riddleberger Brothers, Inc. 6127 S. Valley Pike, Mt. Crawford, VA 22841 Ben Budd 540-434-1731
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)
Mechanical Systems Testing & Balancing, Inc.	P: (804) 264-0454	680489	Testing and Balancing		
Mid Atlantic Test & Balance, Inc.	David Forlines P: (434) 572-4025	655371	Testing and Balancing		
Kinderton Group LLC	Julian Bowers P: (804) 845-0270	830684	Thermal Insulation, Firestopping		
Dusty Ducts, Inc	Rick Crickenberger P: (434) 525-6075	650848	Duct Cleaning		
Waltz Engineered Sales, Inc.	Becky Waltz P: (757) 873-5544	650783	HVAC Equipment		
Robert S. Lovelace Company	Scott Lovelace P: (804) 353-0404	670827	HVAC Equipment		
Hobbs & Associates	David Jordan P: (804) 278-8993	665566	HVAC Equipment		

(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 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: Riddleberger Brothers, Inc. 6127 S. Valley Pike, Mt. Crawford, VA 22841 Ben Budd 540-434-1731
 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)
Leonard Campbell Contracting, Inc.	Lenny Campbell P: (540) 740-3082	670038	Fuel Oil Installation		
Shultz & James	Randy Hale P: (804) 644-3021	653589	HVAC Equipment		
May Supply Company	Brenda Sheffer P: (540) 433-2611	9365	Plumbing and HVAC Materials		
Hydrotec	Todd Walker P: (804) 798-4162	677330	HVAC Materials		
Inge Equipment Co.	Mark Wright P: (540) 290-9579	009831	HVAC Materials/Steam Specialties		
Kahnco, LLC	Ted Kahn P: (540) 292-7350	679723	Concrete		
Lee Building Co., Inc.	Catherine Ann Claflin P: (434) 973-1361	669791	General Trades		

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

Procurement Name and Number: _____ Date Form Completed: _____

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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)
Prime Air Products	Al Torquato P: (804) 378-0686	659131	HVAC Equipment		
The Frazier Quarry	David T. Gregory P: (540) 810-0250	655081	Crushed Stone		
Virginia Water Systems, Inc.	Earl Holloway, Jr. P: (804) 389-1413	10856	Water Purification		
Partners Excavating	Marcia Stutzman P: (540) 433-1475	649647	Excavation, Site Work		
TLA Inc.	David Anderson P: (804) 321-444	66918	HVAC Equipment (Pumps, Ht. Exch., Boilers)		
Old Dominion Trading LLC	Joseph C. Adams P: (804) 752-7770	726413	Plumbing Equipment		
Semco Services, Inc.	James Haltigan P: (540) 885-7480	649188	Demolition		

(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

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

5. Small Business Subcontracting Plan, Included as Attachment B to this RFP. (Continued)

DSBSD – BUSINESS APPROACH

While Riddleberger is not SWaM certified, we endeavor to promote diversity and equal opportunity on each and every project we perform. We continue to make efforts to promote diversity throughout our employee population and our subcontracting/purchasing practices on all projects.

We recognize that special efforts are needed to increase the level of participation by small, women-owned and minority business enterprises in our procurement process, and we strive to create a climate that encourages SWaM business enterprises to competitively bid projects that we are pursuing. Our goal is to maintain strategic partnerships and relationships with diverse firms through networking with SWaM certified businesses and to provide these firms with the necessary information and assistance to participate in our procurement process.

The following steps and special efforts are taken during the procurement phase of projects:

1. Potential SWaM enterprises are identified and researched to ensure that the enterprise is SWaM certified and has the capability to perform the requirements of the work. This prequalification process ensures that only certified SWaM enterprises capable of meeting project schedule, work requirements, insurance, contractual and safety requirements are identified. These firms are then encouraged to participate in the bid process.
2. Based upon this prequalification process, a database of qualified SWaM contractors is developed to help our estimation department identify potential SWaM contacts. The Virginia Department of Minority Business Enterprises (DMBE) website's database of certified SWaM firms is utilized to assist our estimating department in building our own internal database.
3. An invitation to bid is sent to pre-qualified SWaM firms. At this time, sample copies of our Master Subcontract Agreement are sent to these firms so that they are aware of our contractual requirements. Project specific contractual requirements of owners and general contractors are also provided to ensure that these firms are fully aware of project requirements as well.
4. Regular follow-up communication during the bid phase via email and direct phone contact is conducted to ensure these firms are fully aware of any project addendums, bid changes or clarifications.

In the past, we have had great success incorporating SWaM participation into our projects. This is particularly evident when you look at our SWaM participation on past Institutional projects – JMU East Tower (39.5% SWaM participation), JMU UREC Expansion (39.8% SWaM participation), UVA Rotunda (38.6% SWaM participation) and JMU New Dining Hall (41.4%).

Riddleberger recognizes the University’s aspirational SWaM participation goals and will strive to meet them as required on projects. As our scope for projects becomes defined, we will identify the appropriate (and most capable and competitive) SWaM firms to target with the objective of reaching the University’s goal on each project.

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

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.

Below we have illustrated our sales revenue with the VASCUPP Membership. We would like to note that the projects noted below are all owner direct. A portion of our work at some of these Universities is also done through large CM/GC contractors and is not included in the below figures.

<u>Virginia Association of State College Purchasing Professionals</u>	
<u>Members</u>	<u>Sales Revenue 4/30/24 – 4/30/25</u>
George Mason University	\$0
James Madison University	\$2,692,018
Old Dominion University	\$0
Radford University	\$0
University of Virginia	\$1,008,365
Virginia Commonwealth	\$0
Virginia Military Institute	\$0
Virginia Tech	\$0
William & Mary	\$0
Longwood University	\$0
University of Mary Washington	\$0

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

7. Proposed Cost. See Section X. “Pricing Schedule” of this Request for Proposal.

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.

**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	\$ 98.00 /hour	\$ 147.00 /hour
Mechanical Supervisor	\$ 98.00 /hour	\$ 147.00 /hour
HVAC Supervisor	\$ 98.00 /hour	\$ 147.00 /hour
Laborer	\$ 55.00 /hour	\$ 82.50 /hour
Laborer, Mechanical	\$ 55.00 /hour	\$ 82.50 /hour
Laborer, HVAC	\$ 55.00 /hour	\$ 82.50 /hour
Mechanic	\$ 75.20 /hour	\$ 112.80 /hour
Boiler Mechanic	\$ 128.00 /hour	\$ 192.00 /hour
Sheet Metal Mechanic	\$ 73.35 /hour	\$ 110.03 /hour
Grout Injection Mechanic	N/A	N/A
Startup Mechanic	\$ 96.25 /hour	\$ 144.38 /hour
Test & Balance Mechanic	\$ 76.15 /hour	\$ 114.23 /hour
Junior Mechanic (Helper)	\$ 61.30 /hour	\$ 91.95 /hour
Technician	\$ 128.00 /hour	\$ 192.00 /hour
Burner Technician	\$ 128.00 /hour	\$ 192.00 /hour
HVAC Technician	\$ 128.00 /hour	\$ 192.00 /hour
Service Technician*	\$ 128.00 /hour	\$ 192.00 /hour
Controls Technician	\$ 148 .00 /hour	\$ 222.00 /hour
Welding	\$ 84.00 /hour	\$ 126.00 /hour
Certified Welder, R-stamp work	\$ 128.00 /hour	\$ 192.00 /hour
AI Inspector (R-stamp work)	\$ 175.98 /hour	\$ 263.97 /hour
Pipefitter	\$ 75.20 /hour	\$ 112.80 /hour
Millwright	\$ 99.09 /hour	\$ 148.64 /hour
Equipment Operator	\$ 71.00 /hour	\$ 106.50 /hour
Ironworker	\$ 75.00 /hour	\$ 112.50 /hour
Plumber, Master	\$ 82.00 /hour	\$ 123.00 /hour
Plumber, Journeyman	\$ 75.20 /hour	\$ 112.80 /hour
Carpenter	\$ 73.75 /hour	\$ 110.63 /hour
Electrician	\$ 75.00 /hour	\$ 112.50 /hour
QA/QC (Code Work)	\$ 128.00 /hour	\$ 192.00 /hour
Project Manager	\$ 128.00 /hour	\$ 192.00 /hour
Design Engineer	\$ 130.00 /hour	\$ 195.00 /hour
CAD Designer	\$ 95.00 /hour	\$ 142.50 /hour

*Note plumbing service technician will be charged at same rate as service technician.

V. PROPOSAL, PREPARATION AND SUBMISSION

B. SPECIFIC PROPOSAL INSTRUCTIONS

7. Proposed Cost. See Section X. *“Pricing Schedule”* of this Request for Proposal.

X. PRICING SCHEDULE (Revised 6/15/15) ABS (Continued)

PARTS & SUPPLIES				
Item	Manufacturer	List Price	% Discount Off	University Price
Rough Materials (Pipe, Fittings, Valves, etc.)	Various	\$ Various (Dependent on Type, Size & Quantity)	15 %	\$ Various (Dependent on Type, Size & Quantity)
Sheet Metal Ductwork (fabricated ductwork)	RBI	\$ Various (Dependent on Type, Size & Quantity)	At Cost *	\$ Various (Dependent on Type, Size & Quantity)
Major HVAC & Plumbing Equipment	Carrier, Trane, Daikin, Patterson Kelley, etc.	\$ Various (Dependent on Type, Size & Quantity)	At Cost *	\$ Various (Dependent on Type, Size & Quantity)
Parts for repairs on HVAC Plumbing Equipment	Various	\$ Various (Dependent on Type, Size & Quantity)	15 %	\$ Various (Dependent on Type, Size & Quantity)

*Major Equipment & Sheet Metal Ductwork will be marked up 15% above Riddleberger cost.

OTHER PRICING				
Early Payment Discount				0 %
Subcontractor Fees				10 %
				\$
				\$
				\$

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.

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)

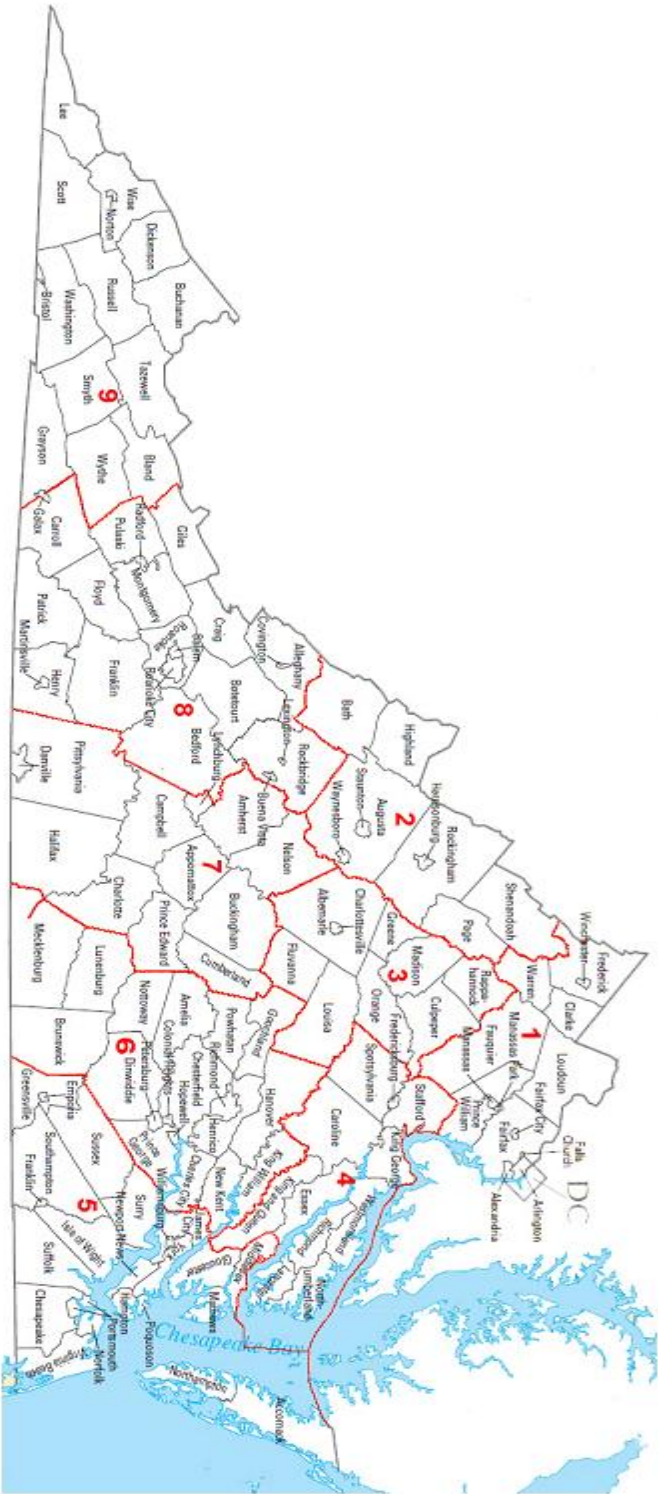
(Printed Name)

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

COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400, Richmond, VA 23233
 Telephone: (804) 387-8500


EXPIRES ON
10-31-2025

NUMBER
2701004943

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



RIDDLEBERGER BROTHERS INC
 PO BOX 27
 MT CRAWFORD, VA 22841



Robert S. Tamm, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

DPOR COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation (DETACH HERE)

**CLASS A BOARD FOR CONTRACTORS
 CONTRACTOR**

CLASSIFICATIONS CBC ELE GFC HVA PLB RBC
 NUMBER: 2701004943 EXPIRES: 10-31-2025

RIDDLEBERGER BROTHERS INC
 PO BOX 27
 MT CRAWFORD, VA 22841



Status can be verified at <http://www.dpor.virginia.gov> DPOR-PC (02/2017)



RIDDLEBERGER
BROTHERS, INC

Mechanical Contractors since 1940



ABOUT

Riddleberger Brothers

OUR HISTORY

With well over seven decades of service to our customers, Riddleberger Brothers, Inc. is an established leader in heating, ventilation, air conditioning, plumbing and piping. Having merged with Trumbo Electric, Inc. in 2018, we're able to offer complete MEP contracting and service solutions to our clients with a combined 170+ years of experience.

Our extensive range of services combined with our experience ensures that we meet our customers' every need. Our client list is as long and as impressive as our history, and our reputation is as solid as the systems we build and service.

OUR MEMBERSHIPS

- Associated General Contractors (AGC)
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- American Subcontractors Association (ASA)
- American Society of Plumbing Engineers (ASPE)
- Plumbing-Heating-Cooling Contractors National Association (PHCC)
- Association for Facilities Engineering (AFE)
- Refrigeration Service Engineering Society (RSES)
- National Air Duct Cleaners Association (NADCA)
- Indoor Air Quality Association (IAQA)



"R" STAMP CERTIFIED

by National Board Inspection
Code (NBIC)



FULL SERVICE

plumbing, mechanical, HVAC service,
controls and design-build company



OVER 2,400

successfully completed
major projects



OUR PURPOSE

We build legacies for our customers by safely installing and maintaining their most critical building systems and for our people by providing the tools and paths for individual career achievement.

CORE VALUES



BE SAFE

We work safely and encourage health, growth and well-being for our Employees.



BE INNOVATIVE

We are innovative in providing quality solutions for our Customers and Partners.



BE HONEST

We act with honesty and integrity and conduct our business ethically for our Employees, our Customers and Partners, and our Community.



BE RESPECTFUL

We respect all individuals and encourage employee involvement and social responsibility for our Community.



BE COLLABORATIVE

We collaborate and promote teamwork to provide positive experiences for our Customers and Partners.



ABOUT

Our Services

ENGINEERED SERVICES

Riddleberger Brothers, Inc. uses a Design-Build approach to provide you with the exact set of Engineered Services you need from a single source. Our Professional Engineers, LEED Accredited Professionals, Certified Energy Managers, and Project Managers help you to define your project's objectives as well as the specific systems you'll need to achieve those objectives. RBI's Design-Build approach is the single source, turnkey answer to finishing your project on time and on budget.

SERVICE PROGRAMS

At Riddleberger Brothers, Inc., our Systems & Controls experts are just as committed to servicing and maintaining systems as we are to building them. Many of the most established companies and institutions in the region have service agreements with us.

TRUSTED ACROSS THE VALLEY

Many of the largest and most notable corporations, businesses, and institutions in the region rely on Riddleberger Brothers, Inc. Our portfolio of projects located on our website at rbiva.com includes a snapshot of many recent completed projects and long-term clients.



"Welding sparked my interest in high school, and I never looked back. Joining a male-dominated field was a challenge, but I knew I could handle it. I love that every day at Riddleberger Brothers, I get to do what I love and keep learning."

Brooklyn Roach
Plumbing & HVAC Welder



ABOUT

Our Resources

Riddleberger Brothers, Inc. provides extensive resources that enable us to respond to our customers' needs quickly. Our resources include:



EXTENSIVE WORKFORCE

more than 530+ employees and
220 fully-equipped vehicles



HEAVY EQUIPMENT

a complete line of rock-solid machinery
including backhoes and trucks



EXPERIENCED ESTIMATING STAFF

experts with a proven track record of calculating highly
accurate estimates



CUTTING-EDGE TECHNOLOGY

from Computer-Aided Design systems to computerized
climate control systems that reduce energy costs



IN-HOUSE PRODUCTION

our 100,000 sq. ft. complex houses a sheet metal shop,
coil line and computer-controlled production machinery, a
plumbing shop, and a piping fabrication shop

BIDDER'S

Prequalification Statement

1. Type of Business

Engineering, Contracting, and Service

2. Name of Company



RIDDLEBERGER
BROTHERS, INC.

Riddleberger Brothers, Inc.

6127 South Valley Pike
Mt. Crawford, VA 22841
540.432.1691
rbiva.com
540.434.1731



5. Type of Entity

"C" Corporation

State Incorporated
Virginia

6. Names of Officers, Owners, Partners

Daniel J. Blosser, *President*

Connie Newman, *Chief Financial Officer*

Wayne Gibson, *VP of Service*

Matt Landes, *VP of Construction*

Kirk Adams, *VP of Pre-Construction*

Shanna Billhimer, *President - Trumbo Electrical division*

Jeremy Sonifrank, *VP Business Dev. - Trumbo Electrical division*

Tim Kimberlain, *VP Operations - Trumbo Electrical division*

7. Type of Work Performed

Mechanical, Plumbing, Sheet Metal, Service, Engineering,
Electrical, Power Distribution

8. Company Status

Open Shop

3. Parent Company



Comfort Systems USA

777 Post Oak Blvd.
Suite 500
Houston, TX 77056
713.830.9600

9. States in Which you are Licensed to Work

Virginia

RBI General and Mechanical VA License #2701-004943A
TEI Electrical Contractor's License #2701-008485A

West Virginia

RBI Mechanical WV License #WV000753
TEI Electrical License #WV000497

Riddleberger Brothers is a wholly owned subsidiary
of Comfort Systems USA

4. Person of Contact

Daniel J. Blosser, *President*
540.574.5908

James Madison University Carrier Library, Harrisonburg, VA

10. Listed in Dun & Bradstreet

Yes

Current Rating

5A2 (Comfort Systems USA)

11. Business Classification

Large Business

12. Length of Time in Business

Founded 1940, Incorporated 1958

13. Current Number of Full-time Employees

530+

14. Total Volume of Work Performed for the Previous Five (5) Years

2020 | \$117,473,684.00

2021 | \$94,950,000.00

2022 | \$108,197,423.00

2023 | \$105,696,638.00

2024 | \$134,507,643.00

15. Bank References

Bank of Texas

Alice Worthington

713.289.5838

"Working at Riddleberger Brothers Inc. is exciting because the day-to-day activities are ever-changing. The challenge that you face today is not necessarily the challenge you will face tomorrow. There are a variety of experiences that you face on a daily basis and those different challenges is what I feel keep the job exciting. RBI is a good company that will stand behind you and give you credit when credit is due. They really make you feel like a team member and I am proud to work here."

Clint Lyle
Project Manager

16. Bonding Capacity

Single Project | \$50,000,000.00

Aggregate | \$500,000,000.00

Bonding Company

Zurich

Bonding Agent

Adrienne Scalera

RFF & Associates, Inc.

195 Farmington Ave., Suite 300

Farmington, CT 06032

732.587.1953 Direct Line

732.388.3627 Fax

Is the Bonding Company listed on the United States Department of Treasury list of acceptable surety corporations?

Yes

Is the Bonding Company licensed to transact fidelity and surety business in the Commonwealth of Virginia?

Yes





17. Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

No

18. Maximum Cost Range for Work Performed on a Single Project

\$30,000,000.00

19. Minimum Cost Range for Work Performed on a Single Project

\$1,000.00

20. Present and/or Past Work Completed

Provided upon request

21. Present and/or Recently Completed Work

Provided upon request

22. In the last ten years, has your organization, or any officer, director, partner or owner, had judgements entered against them for the breach of contracts for constitution?

No

23. In the last ten years, has your organization or any officer, director, partner, owner, project manager, or chief financial officer of your organization:

Ever been fired or adjudicated of having failed to abate a citation for building code violations by a court or local building code appeals board? No

Ever been found guilty on charges relating to conflicts of interest? No

Ever been convicted on criminal charges relating to contracting, construction, bidding, bid rigging, or bribery? No

Ever been convicted: (i) under Va. Code Section 2.2-4367 et seq. (Ethics in Public Contracting); (ii) under Va. Code Section 18.2-498.1 et seq. (Va. Governmental Frauds Act); (iii) under Va. Code Section 59.1-68.6 et seq. (Conspiracy to Rig Bids); (iv) of a criminal violation of Va. Code Section 40.1-49.4 (enforcement of occupational safety and health standards); of (v) of violating any substantially similar federal law or law of another state? No

"RBI regularly exceeds our expectations. Very simply, they are the highest quality, best cost provider we work with in the HVAC field."

Mark Baker

Director of Facilities and Construction Services
Valley Health



24. Is your organization or any officer, director, partner, or owner currently debarred from doing federal, state, or local government work for any reason?

No

25. Has your organization:

Ever been terminated on a contract for a cause? No

Within the last five years, made payment of actual and/or liquidated damages for failure to complete a project by the contracted date? No

26. Has your organization, in the last three years, received a final order for willful and/or repeated violation(s) for failure to abate issued by the United States Occupational Safety and Health Administration or by the Virginia Department of Labor and Industry or any other government agency?

No

27. Financial Statement Attached?

Provided upon request

28. Branch Offices

Winchester, VA

Lynchburg, VA

Charlottesville, VA

Electrical Division – Broadway, VA – Trumbo Electric



Augusta County Courthouse, Staunton, VA



SERVICES

Our Resume



CONSTRUCTION GROUP

- Project Managers
- Sales Engineers
- Estimating
- BIM and Coordinated drawing services
- Licensed Professional Mechanical Engineers
- LEED Accredited Professionals
- Certified Energy Managers
- Virtual Construction

SERVICE GROUP

- Mechanical service and Preventive Maintenance including special projects
- Duct cleaning and Indoor Air Quality
- Building Automation Systems

CONTRACTING

- Lump Sum
- Cost Plus
- Time and Material

DESIGN BUILD

- Turnkey Engineering & Design Services
- Energy Services & Audits

ELECTRICAL

- Preconstruction Services – Master Planning, Engineering, and Design
- Power Distribution Systems – 100% Redundant Power Distribution Systems for Critical Applications
- Building Systems – Indoor/Outdoor Lighting Systems, General-Purpose Power Distribution
- Diagnostic Testing/Preventative Maintenance
- Licensed professional Electrical Engineers
- 95% of electrical work self-performed



MARKET FOCUS

- Education (University and K-12)
- Commercial
- Industrial
- Healthcare
- Institutional
- Recreational
- Government



MAJOR PIECES OF EQUIPMENT

- Construction trucks
- Skid steer loaders
- Air compressors
- Rental boilers
- Backhoes
- Portable welders-electric
- Welders-motor driven
- Dump, bucket, and auger trucks
- Manlifts
- Forklifts



SERVICES

Our Expertise

TYPES OF WORK PERFORMED

85% of RBI's work is self-performed

- **PLUMBING**
- **HEATING**
- **AIR CONDITIONING**
- **SHEET METAL WORK**
(fabrication and installation)
- **PROCESS PIPING**
- **REFRIGERATION**
- **UNDERGROUND UTILITY**
(gas, water, storm drainage, sanitary sewer)
- **BOILER RETUBING AND REPAIRS**
(National Board "R" Stamp)
- **AIR AND WATER BALANCE**
- **ELECTRICAL**



24 HOUR RESPONSE

Our people are there for you around the clock with 24-Hour Emergency Assistance. From back-up boilers to emergency rental units, we have the capability to get you back on-line.



SAFETY

Our Commitment

RAISING THE BAR

Riddleberger Brothers, Inc. (RBI) has been continuously raising the bar on safe work practices by elevating awareness of each employee within the organization. RBI has many recent achievements:

- Over 6,500,000 hours without a lost time injury.
- Virginia Safety and Health Achievement Recognition Program (SHARP).
- National Association of General Contractors (AGC) Safety Award.
- 100% of our field and shop employees, project managers, estimators, and management personnel are OSHA 10 certified.

6 MILLION HOURS

As of February 2013, RBI surpassed 6,000,000 hours without a lost time injury; an employee safety accomplishment spanning over ten years. This success was achieved by a strong commitment and dedication from management, supervisors, and all RBI employees.

OUR APPROACH

Day-to-day management provides the necessary equipment and training for a safe work environment. Supervisors, in turn, lead by ensuring compliance with company policies and all federal, state, and local laws. Each employee is accountable for their own actions; safely producing high quality products and services to support the customer's needs.



SAFETY & CARE

In 2013, RBI surpassed 6 million hours worked without a lost time accident. With that kind of track record, imagine how carefully we'll execute your project.

SAFETY

Our Culture

CERTIFICATIONS

RBI participated with Virginia Occupational Safety and Health (VOSH) to become the only SHARP certified mechanical contractor in Virginia. This accomplishment was completed on February 15, 2007, following a process of many voluntary VOSH inspections in efforts to help improve safe work practices and elevate safety performance. RBI has been SHARP certified by VOSH since 2007.

RBI also received a National AGC Safety Award (NASA) for the past six years. Participants were placed into divisions of their associated craft and specialty and then placed into categories of hours worked. RBI was recognized for having worked over 325,000 hours and still producing a low summary of work-related injuries and illnesses related to the construction industry.

OUR EXPERIENCE MODIFICATION RATE

(EMR) for the past three years

2022 | .58

2023 | .59

2024 | .53

EMPLOYEE RECOGNITION

When RBI achieved 1,000,000, 2,000,000, 3,000,000, 4,000,000, 5,000,000, and 6,000,000 hours worked without a lost time injury, employees were given safety awards as a token of appreciation for their support in achieving this milestone. Employees working safely are recognized through the Safety Champions and Caught Working Safely programs.

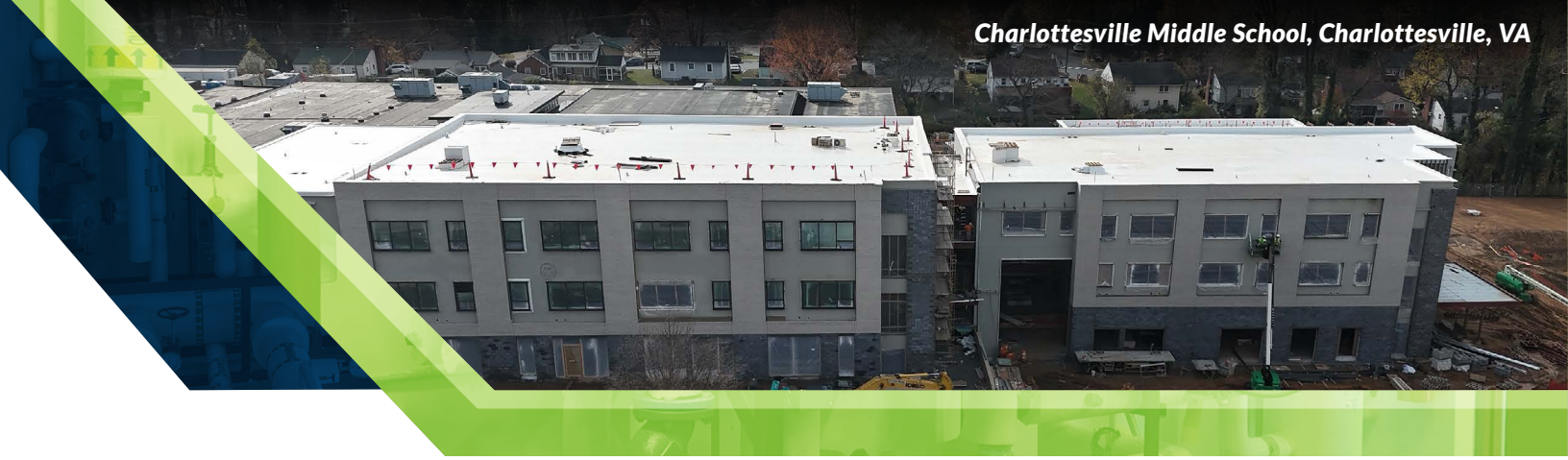
RBI is a people and results oriented mechanical contracting firm. A key to RBI's long standing success is the belief in caring enough about your employees and colleagues to see them go home the way they came to work. These beliefs are energetically practiced with total commitment. Starting in orientation, employees undergo OSHA 10 Training before they set foot in the field of their work. The result is a stronger, safer company.

For more complete safety information and records, please contact our safety department.

"Working here on a daily basis means working in a safe environment. Everybody has each other's back. If you don't know something there's always somebody you can reach out to and they will let you know or inform you of how you can go about doing it in a better, safer fashion."

Dustin Bentley
Level B Mechanic






CONTACT


Our Team

RBI CORPORATE HEADQUARTERS

 6127 S. Valley Pike
Mount Crawford, VA 22841

 540.434.1731  rbiva.com

TRUMBO

 258 North Timber Way
Broadway, VA 22815

 540.896.7095  trumboelectric.com

RBI OFFICES

Winchester

Charlottesville

Lynchburg

24/7 SERVICE

866.724.7378



Redacted:

Licensures and Certifications



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’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	20
	<hr style="width: 100%; border: 0.5px solid black;"/>
	100

- 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:

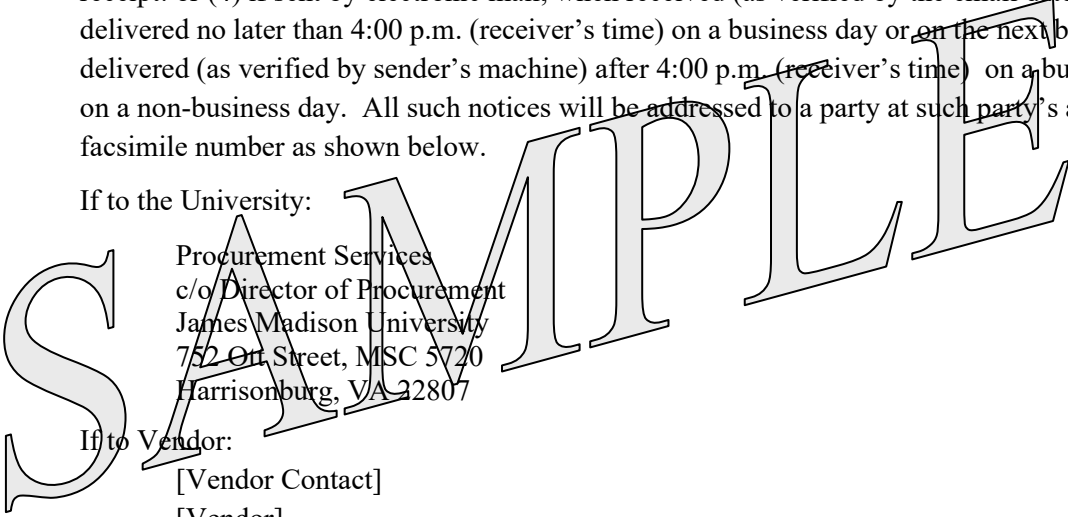
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, 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/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				%
				\$
				\$
				\$

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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