



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7339

This contract entered into this 3rd day of December, 2025, by Partners Excavating Company, 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 January 12, 2026, through January 11, 2027, with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP JBM-1243 dated September 12, 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;
(d) Addendum No. One - October 13, 2025
(3) The Contractor's Proposal dated October 21, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated November 14, 2025

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

CONTRACTOR:
By: [Signature]
(Signature)

Frank Oncken
(Printed Name)

Title: CFO

PURCHASING AGENCY:
By: [Signature]
(Signature)

Juan Becerra Martinez
(Printed Name)

Title: Buyer Senior

RFP# JBM-1243 PAVING, CONCRETE AND EXCAVATING SERVICES

11/14/2025

The Primary Point of Contact for this Contract is:

Ben Swarey- Director of Preconstruction

540-433-1475

ben@partners-excavating.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# JBM-1243 and the Contractor's initial response to RFP# JBM-1243, 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# JBM-1243 that are not specifically addressed within this negotiation summary are null and void.
4. Partners Excavating Company agrees that the terms and conditions as stated in the RFP will govern and be abided by.
5. Quotes and invoices shall be broken out per the pricing schedule to clearly identify contract pricing is being followed.
6. Partners Excavating Company agrees that SWaM subcontractor usage will be reported as applicable to work performed for James Madison University.
7. Partners Excavating Company agrees that Rental equipment will be offered to JMU at the "counter rate" (the same rate inquired by Partners Excavating Company from the rental company).
8. Partners Excavating Company agrees that 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.
9. For any purchases excluding from Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by Partners Excavating Company. No additional agreements, orders forms, or signatures shall be required.

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
Project Manager	\$85/hour	\$128/hour
Supervisor/ Superintendent	\$75/hour	\$113/hour
Laborer	\$65/hour	\$98/hour
Misc. other	\$150/hour	\$225/hour

OTHER PRICING	
Other Charges or Fees	Amount
Charge Card Processing Fee	3%

*Partners cannot accept payment by credit card for an amount over \$50,000.00.



Request for Proposal RFP#JBM-1234

Paving, Concrete, and Excavating Services

Submitted to James Madison University October 21, 2025

Bids due by 2:00 p.m.

P.O. Box 2098, Harrisonburg, VA 22801, Ph. (540) 433-1475, Fax (540) 433-7034

Table of Contents

Table of Contents.....	Page 1
Request for Proposal Form.....	Page 2
Statement of Need.....	Page 3-4
Specific Plan for Providing Proposed Services.....	Page 5-7
Resume of Specific Personnel.....	Page 8-15
Invoice Sample.....	Page 16
Pricing Schedule.....	Page 17
Company Information.....	Page 18
Offeror Data Sheet (RFP Attachment A).....	Page 19
SWaM Utilization Plan.....	Page 20-21
SWaM Certifications.....	Page 22-26
VASCUPP Company Sales in the Last 12 Months.....	Page 27
Sample Proposal.....	Page 28-29
Company Profile.....	Page 30
Attachments.....	Page 31-32
Contractor’s License Certification.....	Page 31
Certificate of Insurance.....	Page 32

REQUEST FOR PROPOSAL
RFP# JBM-1243

Issue Date: September 12, 2025
Title: Paving, Concrete and Excavating Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on October 14, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

No Pre-Proposal Meeting is scheduled

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: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-5683130; (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:

Partners Excavating Co.

PO Box 2098

Harrisonburg, VA. 22801

Date: October 21, 2025

Web Address: partners-excavating.com

Email: ben@partners-excavating.com

By: 
(Signature)

Name: Ben Swarey
(Please Print)

Title: Director of Preconstruction

Phone: 540-433-1475

Fax #: 540-433-7034

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.

Statement of Needs

Partners Excavating shall provide all labor, materials, equipment, supervision, documentation, and disposal necessary for on-demand projects such as: asphalt paving, minor construction, renovation, general maintenance, electrical, demolition, excavation, specialty- type work, emergency repair/replacement, etc. as needs arise on the campus of James Madison University.

Asphalt Paving

Brad Hilbert is the Asphalt Division Manager. Brad brings 20 years of experience to Partners Excavating; he started working for Partners in 2005. Partners Excavating has paved numerous parking lots for James Madison University, some of which include asphalt saw cutting, asphalt patching and/or surface treatment of parking lots. Partners Excavating has made improvements to the JMU Godwin Transit Bus Loop by digging out the old asphalt stone and dirt and replaced with compacted stone and asphalt to reinforce the loop for the buses. Partners Excavating has also paved parking lots for New River Community College and tennis courts for Longwood University in the past year.

Line striping, signage, and crack filling projects will be sub-contracted out.

Traffic Control and Barricades

Partners Excavating has experience with all types of traffic control and installing traffic barricades. Depending on the project, the Project Manager and/or Superintendent will install the appropriate traffic control measures. Partners Excavating has used portable stop lights, concrete barriers and/or Yodock barriers with fencing on top of the barriers. The public's and workers' safety is always first.

Erosion and Sediment Control

Partners Excavating has experience with all types of erosion and sediment control measures, including: standard silt fence, silt fence with wire, super silt fence, construction entrances, wash racks, tree protection, dust control, temporary sediment traps, sediment basins, diversion dikes, temporary dams, stream diversions, temporary seeding, and soil stabilization matting. We shall fully cooperate with the owner's representatives and DCR to install, maintain, and remedy any E&S measures.

Bio-retention filtration

Partners Excavating is capable of providing services for completing the cleaning, maintenance, and repairs of Stormwater Structures.

Partners Excavating installed the pad for the Stormwater Pods at James Madison University's College of Business.

Partners Excavating has installed a number of bio-retention filters, including James Madison University's Jennings Hall, J-MAC, Phillips Hall, Landbridge, College of Business, and Gibbons Hall.

Partners Excavating has installed the CONTECH underground stormfilter for the James Madison University Athletic Fields on the Port Republic Road project. Partners Excavating has installed numerous Filterra units across the James Madison University Campus.

Partners Excavating has installed a Baysaver Filter for the James Madison University Soccer Field Re-Turf Project.

Partners Excavating has installed a Stormwater Management Detention Facility and Modular Wetland System for the West Bruce and Water Street Parking Lot Project.

Concrete Curb and Gutter

Trent Fadeley is our Concrete Division Manager. Trent brings 22 years of experience. Trent worked for VDOT for 5 years; for CUI for a total of 11 years, 4 as an estimator/project manager and 7 as project manager/VP of Business Development. He has been the Concrete Division Manager at Partners Excavating for the past 9 years. Partners Excavating has 3 three- man concrete crews, a concrete power-curber, and numerous concrete forms.

Partners Excavating has poured concrete sidewalks, decorative concrete sidewalks, and concrete curb and gutter for James Madison University including at the College of Business, Godwin Transit, Bluestone Drive (Mr. Chips), Grace Street Extension, J-MAC 6, Jennings Hall, Hotel Madison, JMU Godwin Field Parking Lot, and several other locations across JMU's campus,

Site Preparation

Partners Excavating has the necessary equipment and experience to provide services for all aspects of site work, including demolition, erosion and sediment control, excavation, grading, utility installation, storm water management, and stone and paving. Projects have been from \$550 to \$21,000,000. Please refer to the attached equipment list.

Partners Excavating has had 57 jobs across James Madison University's campus in the past four years, some as big as JMU Jennings Hall, Phillips Hall, Gibbons Hall, College of Business, Landbridge, and many more

SPECIFIC PLAN FOR PROVIDING PROPOSED SERVICES

1. Partners Excavating shall be responsible for adhering to all University Construction Guidelines.
2. Partners Excavating Estimator and/or Project Manager shall visit site and verify existing conditions and dimensions. Partners Excavating shall work directly with relevant personnel at the University. Partners Excavating shall be responsible for any measurements, calculations, and other details for each project.
3. Partners Excavating has poured several concrete sidewalks and concrete curb and gutter for James Madison University this year.
4. Partners Excavating's ability to schedule and complete multiple projects at one time is demonstrated in attached documentation.
5. Invoice Information: A Sample Invoice is included on page 18.
 - a. If the University has a dispute with an invoice, the relevant personnel would contact the Accounts Payable Clerk at Partners Excavating. Partners Excavating's Project Manager and Superintendent would meet with the University to settle any dispute.
6. Partners Excavating Company offers total site preparation— including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$20 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 195 people. This exceptionally stable work force combined with our 50 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

While the majority of our work has been concentrated in Harrisonburg, Staunton, and the surrounding cities and counties, we have expanded our services to other areas within the Shenandoah Valley as well as beyond. We are currently performing work in Charlottesville and have recently completed work in Culpeper, at Longwood University and at New River Community College. We would ask that you consider us for your site work needs in any of the above mentioned areas.

7. Partners Excavating shall submit a detailed Proposal by due date of a project detailing scope of work to be performed and price to perform said work.
8. Upon Notice to Proceed, Partners Excavating's Project Manager shall communicate with JMU's Project Manager regarding owner's project schedule, permits required, and submittals required.
9. Partners Excavating shall sign and return owner's contract and agreement as required.
10. Partners Excavating's Project Manager shall contact Miss Utility and JMU's utility locator, obtain all permits required, and proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
11. Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre- Construction Conference, if required.
12. Partners Excavating shall provide material submittals to JMU as required for approval.
13. Partners Excavating shall mobilize equipment and labor to job site.
14. Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
15. Partners Excavating shall perform work in a timely and professional manner, including proper restoration of site as required.
16. At completion of work, Partners Excavating shall participate in a walk-thru with JMU's representative and make any necessary adjustments and corrections to work.
17. Partners Excavating shall submit final completion documents and warranties as required and apply for final payment.
18. Partners Excavating shall subcontract out for the installation of lights, underground conduit, vaults, etc. Partners Excavating will seek out SWaM subcontractors when available.
19. Partners Excavating will work closely with the University's Project Manager to insure that each subcontractor is approved by the University. Partners Excavating shall comply with this requirement.

20. Partners Excavating shall provide material submittals to the University as required for approval.
21. Partners Excavating Estimator and/or Project Manager shall visit site and verify existing conditions and dimensions. Partners Excavating shall work directly with relevant personnel at the University. Partners Excavating shall be responsible for any measurements, calculations, and other details for each project.
22. Partners Excavating shall return all disturbed areas to like or better condition before final payment.
23. Partners Excavating shall provide goods and services in accordance with all local, state, and federal laws and regulations inclusive of all required insurance for liabilities.
24. Partners Excavating shall not proceed with any work until a purchase order is issued by the University.
25. Partners Excavating shall supply a written verification of its warranty to the University's Project Manager.
26. Partners Excavating's Superintendent and/or Job Foreman shall be on the job site during all the work.
27. Partners Excavating shall be given authorization from the University prior to completing any work during non-working hours.
28. Class A Contractor's License. A copy of this license is include on page 33.
29. Partners Excavating Company offers total site preparation—including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$20 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 195 people. This exceptional stable work force combined with our 50 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

While the majority of our work has been concentrated in Harrisonburg, Staunton, and the surrounding cities and counties, we have expanded our services to other areas within the Shenandoah Valley as well as beyond. We are currently performing work in Charlottesville and have recently completed work in Culpepper, at Longwood University and at New River Community College. We would ask that you consider us for your site work needs in any of the above mentioned areas.

PARTNERS EXCAVATING PROJECT MANAGEMENT

Chris Ruddle—Chief Operating Officer who can be reached at (540)476-2362 or email cruddle@partners-excavating.com

Chris has been employed by Partners Excavating for 19 years.

Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre-Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

PARTNERS EXCAVATING PROJECT MANAGER

Brad Hilbert—Operations and Paving Divisions Manager who can be reached at (540) 578-3894 or email bradh@partners-excavating.com

Brad has been employed by Partners Excavating for 20 years.

Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre-Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

PARTNERS EXCAVATING PROJECT MANAGER

Chris Showalter—Project Manager who can be reached at (540)476-5961 or email chris@partners-excavating.com

Chris has been employed by Partners Excavating for 26 years.

Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre- Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

PARTNERS EXCAVATING PROJECT MANAGER

Elliott Peachey—Project Manager who can be reached at (540)321-8502 or email elliott@partners-excavating.com

Elliott has been employed by Partners Excavating for 28 years.

Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre- Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

PARTNERS EXCAVATING PROJECT MANAGER

Mike Hohenstein—Project Manager who can be reached at (540)383-5620 or email mike@partners-excavating.com

Mike has been employed by Partners Excavating for 1.5 years.

Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre- Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

PARTNERS EXCAVATING PROJECT MANAGER

Trent Fadeley—Concrete Division Manager who can be reached at (540) 705-4297 or email trent@partner-excavating.com

Trent has been employed by Partners Excavating for 9 years. Trent has 21 years of experience in the concrete field, including 5 years with VDOT.

Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
- Partners Excavating's Project Manager shall meet with JMU's Project Manager and representatives, DCR's representative, and other persons as required for a Pre-Construction Conference, if required.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

Key Personnel

Project Managers

	Phone Number	Years of Service
Greg Ours	(540)578-1903	Partners Excavating Co. 42 years
Adam Berkey	(540)478-6866	Partners Excavating Co. 31 years
Chris Showalter	(540)476-5961	Partners Excavating Co. 26 years
Chris Ruddle	(540)476-2362	Partners Excavating Co. 19 years
Trent Fadeley	(540)705-4297	Partners Excavating Co. 9 years
Brad Grove	(540)607-0255	Partners Excavating Co. 20 years

Superintendents

William Weaver	(540)810-1695	Partners Excavating Co. 28 years
Ezequiel Cardoso	(540)908-9654	Partners Excavating Co. 20 years
Brian Comer	(540)742-1368	Partners Excavating Co. 15 years
Jerry Kimble	(540)271-2296	Partners Excavating Co. 19 years
Seth Rhodes	(540)578-2134	Partners Excavating Co. 24 years
Jason Rhodes	(540)271-2304	Partners Excavating Co. 31 years
Jeff Scrimsher	(540)271-1367	Partners Excavating Co. 15 years

Foremen

Josue Cabrera	(540)214-6342	Partners Excavating Co. 11 years
Juan Cardoso	(540)476-3693	Partners Excavating Co. 20 years
Bennie Nesselrodt	(540)435-9067	Partners Excavating Co. 29 years
Jeremy Phillips	(540)820-3862	Partners Excavating Co. 25 years
Oliver Schuit	(540)742-8825	Partners Excavating Co. 4 years
Caleb Liskey	(540)830-3995	Partners Excavating Co. 7 years

Paving Crew – 6 man crew

Concrete Crews – (3) 3 man crews

PARTNERS EXCAVATING FIELD SUPERINTENDENT QUALITY CONTROL ORGANIZATION

William Weaver—Field Superintendent who can be reached at (540) 810-1695

William has been employed with Partners Excavating for 28 years.

Field Superintendent:

- Responsible for the implementing of day-to-day field operations in which Partners Excavating Company will be involved in as a Site Contractor.

Sample of Previous Jobs completed:

- **Heavy Commercial:** Bowman Andros, Dry River Road Extension, JMU Grace Street Extension, JMU Phillips, JMU Wilson Hall, and Gibbons Hall
- **Subdivision Site Work:** Hillmont, Meadowbrook Phase 1-3
- **High School Site Work:** Harrisonburg High School 2, Staunton High School, Harrisonburg High School, Harrisonburg K-8 School
- **College Sports Fields Site Work:** JMU Softball/Baseball Fields, JMU Athletic Fields (Port Road)
- **Parking Lots:** Staunton High School
- **College Site Work:** JMU Grace Street Extension, JMU Phillips, JMU Wilson Hall, and Gibbons Hall



INVOICE

*P.O. Box 2098 • Harrisonburg, VA 22801
Ph. (540) 433-1475 • Fax (540) 433-7034*

To:

James Madison University
Facilities Management
Svc's Bldg Room 207B
MSC 7001
Harrisonburg, VA 22807

Invoice No: 160136

Invoice Date: 06-23-2025

Customer ID: JAM210

Description of Work: PO #04967168

Date	Description	Quantity	Unit	\$ / Unit	Amount
	PO #04967168: Repave Parking Lot Section 1 - WMRA	1.00	ls	128,269.00	128,269.00

JAM210
160136

Subtotal: 128,269.00

VA Sales Tax:

Less Retainage Held:

Date Due: 07-03-2025

Amount Due: \$128,269.00

**ALL INVOICES NET 10
2% PER MONTH FINANCE CHARGE ON BALANCES OVER
30 DAYS**

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.

Labor Rates		
Personnel	Normal Working Hours	Overtime/weekend/Holiday/ Emergency Hours
Project Manager	\$85.00	\$128.00
Supervisor/ Superintendent	\$75.00	\$113.00
Glazier/ Laborer	\$65.00	\$98.00
Misc. Other	\$150.00	\$225.00

Parts and Supplies			
Materials/Parts	List Price	% Discount Off MSRP	University Price
(Fill in as needed)			

Equipment Rentals	
Type of Equipment	Price Breakdown
Lift	
Misc. Other	

Other Pricing	
Other Charges or Fees	Amount
Charge Card Processing Fee	3%
Misc. Other	

I. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

COMPANY INFORMATION

Company Name: Partners Excavating Company, Inc.

Mailing Address: PO Box 2098
Harrisonburg, VA 22801

Street Address: 859 Cottontail Trail
Mt. Crawford, VA 22801

Telephone Number: (540)433-1475

Facsimile Number: (540)433-7034

Contact Person: Seth Berkey

Contact Person Phone Number: (540)433-1475

State Contractor's License Number: 2701-021547A

Designate Employee Registered with the Virginia Board of Contractors: Carl D. Berkey

Type of Organization: Corporation

State of Incorporation: Virginia

Date of Corporation: October 28, 1986

Federal ID Number: 

Officers:

President: Seth A. Berkey

Vice President: Adam D. Berkey

Chief Financial Officer: Frank Oncken

Senior Manager: Brad Grove

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 50 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 #
James Mason University	21 years	Harrisonburg, VA 22807	Mike Derror (540)568-7127
Nielson Construction	24 years	3588 Early Rd. Harrisonburg, VA 22801	Thomas Moomaw (540)434-7376
Harman Construction	25 years	1024 Pleasant Valley Rd. Harrisonburg, VA 22801	Wayne Witmer (540)434-4459
City of Harrisonburg	14 years	409 South Main St. Harrisonburg, VA 22801	Tom Hartman (540)434-5928
Kjellstrom + Lee	15 years	23 Myers Corner Dr. Staunton, VA. 24401	Brent Harlow (540)885-9980

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

Partners Excavating Company

859 Cottontail Trail

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 NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Partners Excavating Preparer Name: Ben Swarey

Date: 10/14/2025

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

If yes, certification number: 649647 Certification date: 04/20/2023

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT' D)

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

Procurement Name and Number: Paving, Concrete, and Excavating Services RFP ttCMB-1097

Date form Completed: 10/14/2025

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

Offeror / Proposer:

Partners Excavating Company
Firm

859 Cottontail Trail, Mt. Crawford, VA 22841
Address

Ben Swarey (540)433-1475
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 jJaymct from J LI)
Mid—Valley Electric 1180 South High Street Harrisonburg, VA 22801	Jeff Gordon (540)—433—6815	SWaM Cert#: 10606	Electrical		
Piedmont Concrète Contractors. Inc. 2811 Hydraulic Rd. CharloResville. VA 22901	Catherine Claflin (434)-973-1361	SWaM Cert#: 669771	Concrete		
Prime Fence & Ag Service, LLC 102 Sunbright Drive Bridgewater . VA 22812	Preston Miller (540)-607-6087	SWaM Cert#. 811063	Fencing		
L.A.S Trucking & Construction 2245 Prospect Drive Christiansburg, VA. 24073	Dan Brugh (540)320-3263	Swam Cert# 664220	Traffic Control		

(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

General Information

SWaM Certification Type

Person: Marcia Stutzman
Phone: (540) 433-1475
Phone: (540) 433-7034
Email: Marcia@Partners-Excavating.com
Website: www.partners-excavating.com

Physical Address
Mount Crawford, VA 22841

Mailing Address
PO Box 2098
Harrisonburg, VA 22801

Pcard
Y

Business Category
Construction

Small Start Date	04-20-2023
SWaM Expiration Date	04-20-2028

NIGP Code and Description

91244	EXCAVATION SERVICES
91396	PAVING/RESURFACING, STREET (MAJOR AND RESIDENTIAL)
91319	CONSTRUCTION, CURB AND GUTTER (INCLUDES MAINTENANCE, REPAIR, AND REMOVAL)

General Information

JEFF GORDON
(540) 433-6815
(540) 433-5599
JGordon@midvalleyelectric.net
www.midvalleyelectric.net

Physical Address
Harrisonburg, VA 22801

Mailing Address
1180 SOUTH HIGH STREET SUITE 100
Harrisonburg, VA 22801

Pcard
N

Business Category
Construction

SWaM Certification Type

Small Start Date	08-11-2025
SWaM Expiration Date	08-11-2030

NIGP Code and Description

91438	ELECTRICAL
-------	------------

General Information

 Catherine Clafin
 (434) 973-1361
 (434) 973-9784
 cclafin@releecommunity.com

Physical Address

Charlottesville, VA 22901

Mailing Address

2811 Hydraulic Rd.
Charlottesville, VA 22901

Pcard

N

Business Category

Construction

SWaM Certification Type

Small Start Date	10-13-2020
Women Owned Start Date	10-13-2020
SWaM Expiration Date	10-13-2025

NIGP Code and Description

91430 CONCRETE

General Information

 Preston Miller
 (540) 607-6087
 p17miller@gmail.com
 N/A

Physical Address
Harrisonburg, VA 22802

Mailing Address
102 Sunbright Dr
Bridgewater, VA 22812

Pcard
Y

Business Category
Construction






SWaM Certification Type

Small Start Date	10-21-2024
SWaM Expiration Date	10-21-2029

NIGP Code and Description

33000	FENCING
90900	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)

General Information

 Lisa Akers Altis
 (540) 382-2821
 (540) 382-8883
 lisaaltis.lastrucking@gmail.com
 [LAsTruckingand constructioninc.com](http://LAsTruckingandconstructioninc.com)

Physical Address
 Christiansburg, VA 24073

Mailing Address
 2245 Prospect Drive
 Christiansburg, VA 24073

Pcard
 Y

Business Category
 Hauling

SWaM Certification Type

Small Start Date	11-29-2022
Women Owned Start Date	11-29-2022
SWaM Expiration Date	11-29-2027

DBE Certification Type

DBE Start Date	10-27-2011
DBE Fed Type	DBE/WBE
DBE/ACDBE Certifying Agency	SBSD

NIGP Code and Description

96239	HAULING SERVICES
95878	PROPERTY MANAGEMENT SERVICES
95878	PROPERTY MANAGEMENT SERVICES
96885	TRAFFIC COUNTING SERVICES

NAICS Code and Description

237310	DECK AND SURFACE REPAIR FOR VDOT HIGHWAY AND BRIDGE CONTRACTS ONLY
238190	WELDING, ON SITE, CONTRACTORS
238910	LAND CLEARING FOR VDOT HIGHWAY AND BRIDGE CONTRACTS ONLY
484220	TRUCKING, SPECIALIZED FREIGHT (EXCEPT USED GOODS), LOCAL
488490	SNOW REMOVAL, HIGHWAY, STREET SWEEPING
561730	HYDROSEEDING SERVICES (E.G., DECORATIVE, EROSION CONTROL PURPOSES)
561990	FLAGGING (I.E., TRAFFIC CONTROL) SERVICES
811310	COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT AUTOMOTIVE AND ELECTRONIC) REPAIR AND MAINTENANCE
811310	WELDING REPAIR SERVICES (E.G., AUTOMOTIVE, GENERAL)

VASCUPP MEMBER SALES DURING THE LAST 12 MONTHS

VASCUPP Member	Project	General Contractor	Amount
James Madison University	Various	Partners Excavating	631,431.66
	Carrier Library	Kjellstrom & Lee	1,735,962.06
	Village Housing Ph. 1	S.B. Ballard	1,282,634.26
	East Campus Power	Nielson	386,823.00
	MH31-MH-31B	Southern Air	180,711.00
	Bluestone Gifford	Riddleberger Brothers	255,530.00



PROPOSAL

Attn: Timothy Shantz
James Madison University

Re: JMU Lower Quad Paver Repairs

October 21, 2025

Price to include:

1. Removal, disposal, and replacement of pavers in areas identified on site walk with JMU staff.
2. Three total areas of pavers to be replaced include: 3 piece paver area in front of music building, circle area in lower quad and half circle area at tunnel under Main St; 3 areas total approximately 1,750 sqft.
3. Additional individual pavers to be removed and replaced in lower quad area totaling approximately 400 sqft.
4. Installation of a 1" layer of bedding sand for the pavers to bed in.
5. Installing and cutting the pavers as necessary.
6. Sweeping joint sand over the pavers to fill in the joints as necessary to create the proper bond

TOTAL ESTIMATED PROPOSAL FOR ABOVE WORK IS: \$122,920.00

Breakout per contract UCPJMU5939:

1. Labor Superintendent/PM	40 HR @ \$48.00	\$1,920.00
2. Subcontractor		\$121,000.00

Site specific notes:

1. Proposal is based on fuel prices at time of proposal. If on-road diesel exceeds \$3.95 per gallon at C.L. Custer LLC in Harrisonburg, VA., a fuel surcharge based on current pricing may be applied.

Exclusions:

- | | |
|---|---|
| 1. Permits fees and bonds. | 7. Removal and relocation of existing utilities. |
| 2. Payment and performance bond. | 8. Permanent seeding. |
| 3. Liquidated damages. | 9. Landscaping and sod. |
| 4. As-built survey. | 10. Grass seed maintenance, watering, reseeding, etc. |
| 5. Rock excavation. | 11. Fire lane striping, markings, and signs. |
| 6. Removal and replacement of contaminated or unsuitable soils/materials. | 12. Site furnishings, bike racks and signage. |
| | 13. Joint sealants and caulking. |

General Notes:

Proposed price, unless otherwise stated, is based on lump sum and any breakdown of costs shall be for cost allocations only.

Proposal is expressly conditioned upon mutually agreeable contract terms & conditions. Schedule and/or price cannot be guaranteed until a mutually agreeable contract is executed.

This scope is our interpretation of the project requirements and any item of work not specifically listed shall be excluded. This proposal shall become a part of any contract arising from it and shall not be considered a standalone binding contract.

Credit approval and satisfactory evidence of funding may be required. Payments will be due every thirty days for completed work after submitted pay request. No "pay if paid" terms apply. A maximum of 5% retainage

Thank you for your consideration of our proposal. We look forward to being able to work with you on this project.

Sincerely,

Ben Swarey
Estimator

O: 540.433.1475 C: 540.421.6561

E: ben@partners-excavating.com

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and hereby accepted for future contract.

Signature: _____

Phone: _____

Date of Acceptance: _____

SAMPLE

Company Profile

Partners Excavating Company began as a partnership in November of 1975 and was incorporated in October of 1986 with Carl Berkey as president and sole owner. In June of 1987, we moved to our new location on a five-acre site just south of Harrisonburg, Virginia. In 2010, Carl's son, Seth Berkey, took over as the president of the company

Partners Excavating Company offers total site preparation—including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$20 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 195 people. This exceptionally stable work force combined with our 50 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

While the majority of our work has been concentrated in Harrisonburg, Staunton, and the surrounding cities and counties, we have expanded our services to other areas within the Shenandoah Valley as well as beyond. We are currently performing work in Charlottesville and have recently completed work in Culpeper, at Longwood University and at New River Community College. We would ask that you consider us for your site work needs in any of the above mentioned areas.

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
11-30-2026

NUMBER
2701021547

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS H/H



PARTNERS EXCAVATING CO
PO BOX 2098
HARRISONBURG, VA 22801



Barbara
Kate P. McFarland, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

 COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS H/H

NUMBER: 2701021547 EXPIRES: 11-30-2026

PARTNERS EXCAVATING CO
PO BOX 2098
HARRISONBURG, VA 22801



(FOLD)

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

DPOR-PC (02/2017)



October 13, 2025

**ADDENDUM NO.: ONE
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# JBM-1243**
Dated: **September 12, 2025**
Commodity: **Paving, Concrete and Excavating Services**
RFP Closing On: ~~**October 14, 2025 at 2:00 p.m. (Eastern)**~~
October 21, 2025 at 2:00 p.m. (Eastern)

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

James Madison University has extended the RFP closing date to October 21, 2025 at 2:00 p.m.

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

Sincerely,

A handwritten signature in black ink that reads "Juan Becerra Martinez". The signature is written in a cursive style with a horizontal line underneath.

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax



Request for Proposal

RFP# JBM-1243

Paving, Concrete and Excavating Services

September 12, 2025



REQUEST FOR PROPOSAL
RFP# JBM-1243

Issue Date: September 12, 2025
Title: Paving, Concrete and Excavating Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on October 14, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

No Pre-Proposal Meeting is scheduled

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: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-5683130; (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:
_____	_____
_____	<i>(Signature)</i>
_____	Name:
_____	_____
	<i>(Please Print)</i>
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 # JBM-1243

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1-2
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	2-6
VI.	EVALUATION AND AWARD CRITERIA	Page	6-7
VII.	GENERAL TERMS AND CONDITIONS	Page	7-14
VIII.	SPECIAL TERMS AND CONDITIONS	Page	14-19
IX.	METHOD OF PAYMENT	Page	19
X.	PRICING SCHEDULE	Page	20
XI.	ATTACHMENTS	Page	20-25
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. SWaM Standard Reporting Template		
	F. SWaM Sub-contractor Reporting Template		

I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The campus spans over 785 acres, including 31 acres located off-campus, and comprises 160 buildings. The University regularly schedules paving and concrete projects of various sizes. The spending on this contract was in the millions. Projects ranged from adding stairs, paving the Godwin transit area, telecom duct bank work, sidewalk repairs, roadway pedestrian improvements, asphalt repairs, and widening roadways.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison expects this solicitation to result in a comprehensive contract for Paving, Concrete and Excavating Services.

A. SPECIFIC REQUIREMENTS AND ORDERING PROCESS:

1. Contractor to provide the following for James Madison University. The following list is what the university is currently projecting for its needs. Needs may change and therefore, services may be added or subtracted from the contract as required.

1. Asphalt installation
2. Asphalt cleaning, cut and patch
3. Asphalt curb installation
4. Crack filling
5. Removal of existing asphalt and soft base materials
6. Erosion and sediment control
7. Bio-retention filtration
8. Traffic control and barricade
9. Asphalt stamping
10. Line striping

11. Concrete curb and guttering
 12. Surface treatment
 13. Site preparation
 14. Excavating Services
 15. Demolition Type Services (clearing infrastructure in designated project areas)
2. All subcontractors must be approved by the University project manager.
 3. Contractor shall comply with all applicable federal, state, local, and University regulations when performing this work.
 4. JMU does not guarantee any minimum or specific volume of orders under this contract.
 5. 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.
 6. JMU reserves the right at any time to request a quotation from one or more Contractors with which there is a suitable contract vehicle.
 7. 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.
 8. 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.
 9. The Contractor shall not require the University to sign any separate service/repair agreements for work performed under the contract.

B. DESCRIBE STATEMENTS:

1. Describe your approach and ability to provide excellent customer service throughout the term of the contract. Do include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how you will provide excellent customer service on fast turn-around projects, to include mobilization of a "crew" if your firm is not located in a close proximity of the University.
2. Describe your firm's ability to schedule and complete multiple projects at one time.
3. Describe your invoicing procedures and what information is included on the invoice, as well as how invoice disputes are handled. The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.
4. Describe all goods and services that your company is able to provide. This contract will be a VASCUPP contract and therefore will be open for use by any other public agency in Virginia (with the permission of the Contractor). We want to ensure that this contract will have a breadth of goods and services for use.

5. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names and contact information.
6. Describe experience providing asphalt/concrete, pavement, curbing, services with other higher education institutions similar to JMU.
7. Provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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.f. below.

b. PAPER SUBMISSIONS:

- i. **One (1) original and One (1) copies** 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 Section V.4.f. below.
 - iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

3. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
4. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are

substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**

5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of offeror in providing the goods/services	25

3. Specific plans or methodology to be used to perform the services	10
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	30
	100

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

VII. GENERAL TERMS AND CONDITIONS

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

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 SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSB 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 (SBSB) 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 (SBSB)-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. 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.
- Q. 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.
- R. 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.
- S. 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.

- T. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- U. 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.
- V. 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 _____

- W. EXCAVATION PERMIT: No digging, boring, or post driving is allowed on University property without prior written approval of the Physical Plant Engineering Office and the Telecommunications Office. Approval requires obtaining a JMU Excavation Permit with signatures from both offices a minimum of five days prior to excavation. In addition, any work within a City of Harrisonburg right-of-way requires a Permit from the City Engineer's office. The Permit(s) must be available for inspection at the job site during the excavation process. Failure to comply with these requirements will result in work shutdown, repair of damages by the Contractor, and may result in a fine, contract termination, and/or default. Information may be obtained by contacting Miss Utility.

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.

Labor Rates		
Personnel	Normal Working Hours	Overtime/weekend/Holiday/ Emergency Hours
Project Manager		
Supervisor/ Superintendent		
Glazier/ Laborer		
Misc. Other		

Parts and Supplies			
Materials/Parts	List Price	% Discount Off MSRP	University Price
(Fill in as needed)			

Equipment Rentals	
Type of Equipment	Price Breakdown
Lift	
Misc. Other	

Other Pricing	
Other Charges or Fees	Amount
Charge Card Processing Fee	
Misc. Other	

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 F: SWaM Sub-contractor Reporting Template

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

_____ Firm _____ Address _____ Contact Person/No. _____

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

(Form shall be submitted with proposal and if awarded, 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)

**YOU MAY CUT OUT THIS TEMPLATE & ATTACH TO YOUR
ENVELOPE IF MAILING**

Cut Here

Vendor Name

Vendor Mailing Address

Vendor's City, State & Zip

JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES, MSC 5720
ATTN: Juan Becerra Martinez
752 OTT STREET, WINE PRICE BUILDING
HARRISONBURG, VA 22807
(or 22801 if using "Courier Service i.e. UPS, Fed-Ex, etc.)

SEALED PROPOSAL RESPONSE (If responding by mail or courier)

RFP NO: JBM-1243

DATE DUE: 10/14/2025 @ 2:00 p.m.

Response Checklist:

- Completed RFP (Answered questions on the statement of needs section, Pgs. 1-2 and completed Pricing Schedule, Pg.20)
- Signed form on second page of RFP titled "*REQUEST FOR PROPOSAL*"
- Completed Attachment A– Offeror Data Sheet
- Completed Attachment B – SwaM Utilization Plan
- Acknowledge Receipt of Addenda (if applicable)

