



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7421

This contract entered into this 23rd day of April 2026, by Boxx Modular, 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 May 3, 2026 through May 2, 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 DKM-1246 dated January 13, 2026
(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 - January 29, 2026
(3) The Contractor's Proposal dated February 10, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated March 26, 2026
(b) PAC Agreement, dated April 6, 2026

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]
(Christopher Brown) (Aaron Largent)
(Signature) (Signature)
Christoph Brown Aaron Largent
(Printed Name) (Printed Name)
Title: Regional Sales Manager Title: Buyer Senior

**RFP # DKM-1246, Modular Buildings & Storage
Containers
Negotiation Summary for Boxx Modular
3/26/2026**

1. Contract Pricing:

Budget Pricing Classroom	Monthly Lease Rate			Sale Price
	36 months	48 Months	60 Months	
24x64 Dry n	\$3,650	\$3,250	\$2,950	\$167,500
24x64 Wet	\$3,850	\$3,450	\$3,100	\$173,650
68x64	\$9,850	\$9,650	\$9,250	\$487,349
96x64	\$13,750	\$13,550	\$13,150	\$660,620
110x64	\$14,700	\$14,200	\$14,300	\$755,233
124x64	\$15,515	\$15,000	\$14,900	\$840,239
138x64	\$16,450	\$16,000	\$15,750	\$930,383

Pricing for Block Level, Anchor, Abs pads , Vinyl skirt

24x64 Dry no bathroom	\$13,650.00
24x64 Wet w/bathroom	\$13,650.00
68x64	\$33,124.00
96x64	\$44,265.00
110x64	\$52,072.00
124x64	\$57,291.00
138x64	\$62,959.00

Freight

Zone 1	\$7,538 per section
Zone 2	\$6,869.00 per section
Zone 3	\$6,871.00 per section
Zone 4	\$7,205.00 per section
Zone 5	\$7,205.00 per section
Zone 6	\$6,583.00 per section
Zone 7	\$7,105.00 per section
Zone 8	\$6,316.00 per section
Zone 9	\$6,316.00 per section

Ramps and Steps

ADA Ramps And Steps
 5 4"x8 landing, step ramp
 4x18 intermediate ramp with rails
 5 4" x10 turnback landing with rails
 4'x18' end ramp
 URS stair riser

 ADA 39" compliant step assembly
 Deliver and installation \$31,150.00

Discount 2% payment net 10 days
 3% annual lease rates paid in advance

**RFP # DKM-1246, Modular Buildings & Storage
Containers
Negotiation Summary for Boxx Modular
3/26/2026**

Budget Pricing Office	Monthly Lease Rate			Sale Price
	36 Months	48 Months	60 months	
24x56	\$3,450	\$3,150	\$2,850	\$167,500
36x56	\$4,650	\$4,345	\$4,100	\$229,600
48x56	\$5,900	\$5,585	\$5,100	\$291,700
60x56	\$7,315	\$6,820	\$6,200	\$352,700
72x56	\$9,905	\$7,860	\$7,300	\$419,800
84x56	\$11,250	\$9,190	\$8,350	\$496,300

Pricing for Block Level, Anchor, Abs pads , Vinyl skirt

24x56	\$12,850.00
36x56	\$20,200.00
48x56	\$25,700.00
60x56	\$33,200.00
72x56	\$38,640.00
84x56	\$45,300.00

Freight

Zone 1	\$5,963 per section
Zone 2	\$5,461.00 per section
Zone 3	\$5,453.00 per section
Zone 4	\$5,718.00 per section
Zone 5	\$5,718.00 per section
Zone 6	\$5,245.00 per section
Zone 7	\$5,529.00 per section
Zone 8	\$5,043.00 per section
Zone 9	\$5,043.00 per section

Ramps and Steps

ADA Ramps And Steps
5 4"x8 landing, step ramp
4x18 intermediate ramp with rails
5 4" x10 turnback landing with rails
4'x18' end ramp
URS stair riser

ADA 39" compliant step assembly
Deliver and installation \$31,150.00

Discount 2% payment net 10 days
3% annual lease rates paid in advance

Budget Pricing Office	Monthly Lease Rate			Sale Price
	12 months	36 months	60 months	
10x36	\$725	\$695	\$665	\$46,097
12x46	\$850	\$820	\$775	\$62,315
12x56	\$1,100	\$1,070	\$1,040	\$70,934

Pricing for Block Level, Anchor, Abs pads , Vinyl skirt

10x36	\$7,950.00
12x46	\$9,002.00
12x56	\$9,890.00

RFP # DKM-1246, Modular Buildings & Storage Containers
Negotiation Summary for Boxx Modular
3/26/2026

Freight		
Zone 1	\$5,963	Misc Pricing
Zone 2	\$5,461.00	ADA Ramps And Steps
Zone 3	\$5,453.00	5 4"x8 landing, step ramp
Zone 4	\$5,718.00	4x18 intermediate ramp with rails
Zone 5	\$5,718.00	5 4" x10 turnback landing with rails
Zone 6	\$5,245.00	4'x18' end ramp
Zone 7	\$5,529.00	URS stair riser
Zone 8	\$5,043.00	
Zone 9	\$5,043.00	ADA 39" compliant step assembly
		Deliver and installation \$31,150.00
		Osha steps lease \$150.00 per month
		Sale \$1,200.00 ea

2. The contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.
3. For any purchase excluding from Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by your firm and the JMU contract number must be listed on the quote. No additional agreements, orders forms, or signatures shall be required.
4. Contractor will waive credit card fees for all purchases \$2,500 or less. Orders that exceed \$2,500 will not exceed 3% credit card fee.
5. Contractor acknowledges that all fees have been disclosed. Additional services will be priced based on project and made clear prior to purchase order being issued. No additional fees will be accepted.
6. Contractor acknowledges that the VHEPC PAC Agreement, April 6 2026, shall be incorporated as a part of this contract.
7. Contractor acknowledges that all exceptions taken within their initial response to RFP # DKM-1246 that are not specifically addressed within this negotiation/clarification are null and void.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 6th day of April 2026, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Boxx Modular, (“Vendor”).

TERM

The term of this Agreement shall begin May 3, 2026 to May 2, 2027 with 4 – one year renewal options, and an expected final expiration date of May 2, 2031. This end date coincides with the Primary Agreement’s UCPJMU7421 end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7421, dated April 23, 2026 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

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

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

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

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

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

IV. Notices:

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

If to the University:

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

If to Vendor:

Christopher Brown
Boxx Modular
717 Constitution Drive
Exton, PA 19341
Email: cbrown@boxxmodular.com

ACCEPTANCE

For James Madison University

For Boxx Modular



Dylan Morris
Buyer Senior

Christopher Brown
Regional Sales Manager

04/30/2026

04/30/2026

Date

Date

Agreement #: UCPJMU7421-PAC

REQUEST FOR PROPOSAL

RFP #DKM-1246

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Dylan Morris
Buyer Senior
James Madison University Procurement Services
752 Ott Street (MSC 5720)
Wine-Price Hall, Suite 1033 | Harrisonburg, VA 22807

RE: JMU RFP: #DKM -1246

Dear Dylan,

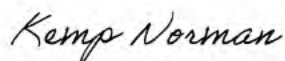
We are pleased to provide our qualifications and pricing as a courtesy to help you in planning your space requirements. The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters provided. The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in this preliminary assessment.

BOXX Modular has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 1998 . Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Contents (attached):
See attached RFP

It is our goal to meet your specific need, so please be certain to thoroughly review each attachment included in this package to ensure you completely understand the pricing, product, and services being presented. Please notice that there are certain items which are assumed, or have not been included in this estimate, which have been itemized on the Pricing attachment. Please do not hesitate to contact with any questions that you may have . It would be our pleasure to again partner with you on this important contract. Thank you for your consideration.

Sincerely,



Kemp Norman
ASM



Request for Proposal

RFP# DKM-1246

Modular Buildings and Storage Containers

January 13, 2026





January 29, 2026

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1246
Dated: January 29, 2026
Commodity: *Modular Buildings and Storage Containers*
RFP Closing On: February 12, 2026

Question 1: Is it fair to categorize this solicitation as an IDIQ type procurement mechanism as opposed to a one-time transaction?

Answer: IDIQ is a term used by the Federal Government to describe a similar contract vehicle. JMU does not utilize IDIQs contracts. This RFP will result in a term contract that allows JMU to order goods and/or services as, needed, similar in practice to an IDIQ with awarded vendor(s) and set pricing. The RFP process allows the University to evaluate cost, quality of goods/services, methodology for providing the goods/services, and the experience of the offeror.

Question 2: Would a presentation of our GSA schedule of goods and services serve the purpose?

Answer: Offerors should return a proposal that comprehensively responds to all questions in section IV (Statement of Needs) to be considered a complete response. Offerors may include additional information for consideration at their discretion.

Question 3: Would JMU consider subcontractors being the sole contractor license holder or would the prime contractor have to be the sole contractor license holder?

Answer: The University will consider proposals submitted with the subcontractor as the contractor's license holder, provided they have valid documentation demonstrating that they are the sole license holder.

Question 4: Does the firm submitting the proposal need to have an office in Virginia?

Answer: For the duration of the contract, the prime contractor is not required to maintain an office in Virginia; However, it will be required that either the prime contractor or a valid subcontractor identified in the proposal maintains a Virginia address.

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

Question 5: Are these buildings/containers a specific need for a current project or to be provided on an as-need basis?

Answer: These buildings/containers will be provided on an as-need basis during the length of the contract term.

Signify receipt of this addendum by initialing “*Addendum #1*__**KN**” on the signature page of your proposal.

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)

REQUEST FOR PROPOSAL
RFP# DKM-1246

Issue Date: January 13, 2026
Title: Modular Buildings and Storage Containers
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on February 12, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (Fax) 540-568-7935 before end of day on February 5th, 2026.

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:

BOXX Modular

717 Constitution Dr.

Exton, Pa, 19341

Date: 2/10/26

Web Address: www.boxxmodular.com

Email: cbrown@boxxmodular.com

By:

Christopher Brown

(Signature)

Name:

Christopher Brown

(Please Print)

Title:

Regional Sales Manager

Phone:

610-350-6642

Fax #:

N/A

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES: x NO: IF YES →→ SMALL: WOMAN: MINORITY IF MINORITY: AA: IIA: 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 # DKM-1246

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I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

VHEPC membership includes 13 of Virginia's senior public higher education institutions, the Virginia Association of State College and University Purchasing Professionals (VASCUPP) Board of Directors, and the Virginia Community College System, which represents 23 schools across the state. The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives. The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

VASCUPP Background:

The mission of the Virginia Association of State College and University Purchasing Professionals (VASCUPP) is:

- to recognize and effectively use the common procurement principles, knowledge, experience, challenges, support and resources of all decentralized higher education member institutions;
- to be a united group with common goals of addressing the complexities of the Commonwealth of Virginia procurement processes;
- enhance the ability of each individual member institution to effectively provide efficient and responsive customer service in facilitating the purchase of goods and services for their Institution; and
- to support diversified vendor advocacy to enhance the capability of each member institution in seeking open competition for the highest valued products and services.

More information about each VASCUPP member university can be located at the following website: <https://vascupp.org/>

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

Modular Building Systems

- A. James Madison University seeks to contract for the services of modular building vendor(s) with expertise in all phases of the work associated with the design modification, construction, site preparation, transportation and installation of a turn-key modular building. The work may include, but is not limited to, modular building construction, pre-construction design modification, site design and preparation, permitting, modular transportation, installation, tenant improvement and commissioning of the modular building.

See our qualifications located in the pricing schedule tab

- B. Contractor shall have offices located within the State of Virginia.

BOXX Modular has local representation in Virginia by way of Kemp Norman located in Richmond, Va.

- C. Contractor shall have a Virginia Class A Contractor's License is required. Include a copy of Virginia Class A License within proposal.

VA GC class 2705178706 copy enclosed

- D. Contractor shall prove ability to be bonded. Include a letter from insurance company showing proof of bonding ability.

See COI/Surety Tab

- E. Contractor shall have an in-house project manager. Project manager shall have a minimum of 10-30 hours of OSHA training *In house project manager with OSHA 10 certificate shall be assigned as needed*

- F. All subcontractors must be approved by the Agency's project manager. *Will comply*

- G. Contractor shall warrant the work, and supply written verification of warranty to the project manager. Warranty requirements shall be provided by the Agency on a per project basis for consideration in each proposal. *BOXX Modular shall fully comply with applicable warranty requirements*

- H. Contractor shall comply with all applicable federal, state, local and Agency regulations in the performance of this work. *BOXX Modular shall comply with all applicable federal, state., and local agency regulations in the performance of this work . BOXX Modular avows any special knowledge of any local regulations unless they are advised of such be means of plans, specifications or other written communications or if provided with a copy of local ordinance or statute or code requirement whether by local government or the requirement of the university.*

- I. Contractor shall have sufficient resources to be able to work multiple projects at the same time. ***BOXX Modular is licensed in multiple states and maintains more than adequate resources to work multiple projects at the same time***
- J. Contractor shall provide Agency with all project design documents to include foundation and site work when required by the Agency. Agency will submit to DEB for review. Contractor shall make requested changes as many times as required to obtain DEB approval. Agencies that are not required to go through DEB, documents shall be reviewed by the proper authorities having jurisdiction. ***BOXX Modular will provide all building design including foundations details for DEB review. BOXX Modular will make all requested changes per DEB comments in order obtain approval .***
- K. Contractor shall show proof of experience in working with DEB.

Kemp Norman has completed projects for:

University Of Virginia 1/2020 Alderman Library \$400,000.00
University of Virginia 2/2020 University Police Dept. \$200,000.00
University of Virginia 11/19 University Hall Athletic Village \$2,500,000.00
VCCS/NOVA 2/20 Loudoun Campus Reynolds Building Learning Village \$2,000,000.00

Additionally, Kemp Norman has worked with DEB on the following projects:

SW Regional Jail Authority \$70,000.00
Dept of Juvenile Justice \$500,000.00
Dept. of Game and Inland Fisheries \$60,000.00
Tidewater Community College \$142,000.00
Germanna Community College \$220,000.
VDH/ Louisa County Dept of Health \$333,000.00
John Tyler Community College \$ 622,000.00
NVCC Loudoun Campus \$707,000.00
Southside Virginia Community College \$65,000
Rappahannock Community College \$690,000
George Mason University \$ 2,000,000
University of Virginia \$140,000
Central Virginia Community College \$106,000.00
University of Virginia Wise \$140,000.00
Northern Virginia Training Center \$166,000
James Madison University \$212,000
College of William and Mary \$125,000

Storage/Shipping Containers ***No Bid***

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

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

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

1. Describe Contractor's ability to provide services for all phases of modular construction. Phases include, but not limited to, financing (lease, rent or purchase), pre-construction/site work, permitting, installation, building design, construction, tenant improvement, and commissioning of modular buildings.

Financing (lease, rent, or purchase)

BOXX Modular has substantial access to capital through various financing arrangements that gives the Company more than adequate access to necessary funds to acquire new buildings and maintain our existing fleet of relocatable modular buildings. Furthermore we have solid relationships with numerous manufacturers throughout the Atlantic and Gulf Coasts to ensure we deliver our clients quality buildings at the best price achievable and within the schedule needed.

BOXX Modular's management and lenders afford the Company a great amount of latitude when it comes to leasing, rental, and purchasing agreement terms. This demonstrated confidence of the management team affords us the unique ability to customize leasing, rental, or purchase agreements that better suit our client's needs as necessary, rather than imposing a rigid contract and payment structure without regard for our customer needs and requirements.

For your convenience we offer the following contract options:

Operating Lease/ Finance Lease /Lease-to-Own Lease with Option to Purchase

Construction Related

The strength of our sales, engineering, operations/project management, and estimating team is in their combined extensive experience seamlessly integrated to form an efficient and cohesive approach ensuring our clients' needs and requirements are met every time. BOXX Modular's team has an exceptional aptitude for listening to our clients then proposing solutions and alternatives making certain that the work performed and product installed meets all applicable codes as well as the design and functionality expectations of our customers. Our business is built on executing projects to the satisfaction of our clients, including quality, cost, and schedule. We desire repeat customers and they require consistency in execution and

project delivery. Our processes and procedures are all designed and followed to ensure quality, safety, and efficiency throughout all the projects we perform, from building relocations to complete turn-key installations.

BOXX Modular maintains close relationships with a network of hundreds of fully insured and qualified subcontractors throughout our service area creating a pool of talent that we can easily match with the complexity of any given project.

Permitting

With our service area covering the Atlantic and Gulf Coast states we handle permitting in many different environments with lots of varying requirements. There are innumerable amount of nuances between states, counties, municipalities, and cities. BOXX Modular's team has the experience and network of permit expeditors to work through and overcome these challenges in as quick a timeframe as possible. One of our strengths as a company is collaborative communication with our clients, which we know is absolutely critical when it comes to pursuing permits in any area we service

2. Describe Contractor's ability to service any location within the State of Virginia. If your proposal is limited by geography, please identify the particular regions you propose to provide goods and services in. ***BOXX Modular has the capability to effectively service all areas of Virginia. We perform projects throughout the state. Our team is situated in and surrounding the State, allowing us to cover any and all areas of Virginia seamlessly. Our primary Virginia representative, Kemp Norman, is in Richmond so he can handle client needs throughout Virginia. Furthermore, our Virginia sub-contractor network is located all over the state and has the capacity to effectively perform work in any area of the state required***

3. Fully describe the qualifications, capabilities, and experience of your firm, in providing the requested services, to include the size of the company, and number of employees. ***For more information on BOXX Modular Building, please see the enclosed Contractor's Qualification Statement and view BOXX Modular's website at www.boxxmodular.com***

4. Provide an organizational chart indicating each individual and their position that will be associated with this contract. Also indicate each representative's name and contact information that will be responsible for each region in the State of Virginia. ***See the enclosed chart under named tab***

5. Provide a statement that indicates whether or not your firm has been subject to OSHA inspections by State and/or Federal agencies, and the results of these inspections, including citations, if any. ***BOXX Modular has not been subject to any OSHA inspections by State or Federal agencies***

6. Provide information regarding any contract than an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed. ***BOXX Modular has no knowledge of any institution, agency, or company that chose not to renew with BOXX Modular in the last five years, except those of which had lease contracts expire and had no further need to extend the lease.***

4. 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 to 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) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
- ii. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 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.

5. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

6. GENERAL TERMS AND CONDITIONS

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

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

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

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

the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The

Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method

of communication is associated with a State workplace or is associated with a person who is a State employee.

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

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

- Z. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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

- BB. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

7. SPECIAL TERMS AND CONDITIONS

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

- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation

notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

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

Name of Purchasing Officer: _____

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

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

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence

to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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

Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

- R. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

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

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

- S. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- T. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- U. WARRANTY (COMMERCIAL): 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 bid/proposal.
- V. 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.

W. CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

8. 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>

9. PRICING SCHEDULE

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

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

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

EXAMPLE: Modular Building Systems

Building Size	List Rate	Discounted Rate
12 X 40 Ft. Building	\$ See enclosed Pricing	\$ See enclosed pricing

EXAMPLE: Storage/Shipping Containers

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

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

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

10.ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: VHEPC PAC

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 25 Months 3

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of Virginia	9 years	575 Alderman Charlottesville, Va	Raleigh Rouso 434-924 9600
NVCC	24 months	300 Arboretum PL Richmond, Va	Mary Coughlin (703) 323-3856
Albemarle County Public Schools	5 years	401 McIntire Rd Charlottesville, Va	Matt Wertman (434) 975-9340
University Of Va Wise	5 years	1 College Rd. Wise , Va	Joe Kiser (276) 328-0143
Va Tech	1 year	College of Agri. & Life Science Blacksburg, Virginia 24061	Emily Carroll 540 744 5282

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

Kemp Norman ASM PO Box 8302 Richmond, Va 23226

Chris Brown Regional Sales Manager 717 Constitution Dr Suite 100, Exton, PA 19341

Jody Werner VP Sales 728 Three Sisters Rd, Knightdale, NC 27545

Tim Williams Operations Mgr. 728 Three Sisters Rd, Knightdale, NC 27545

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

[] YES [x] NO

IF YES, EXPLAIN: _____

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

Procurement Name and Number: RFP# DKM-1246_____

Date Form Completed:_____

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

Offeror / Proposer:
BOXX Modular

728 Three Sister Rd . Raleigh NC

Kemp Norman 804 441 2040

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)
Va Modular	Ken Mueller 804 240 7793		Set up Contractor	500K	500K
MGP Construction	Matt Potter 410-808-1548		Set Up Contactor	100K	100K
Clarkes Electric	Allan Palmer 804 370 8957	683181	Electrician	100K	100K
Anoia and Associates	David Voorhees (757) 410-1972	721721	Contractor	100K	100K

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

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

TERM

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

WITNESS

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

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

I. Vendor will:

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

II. The University/Consortium will:

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

III. Payment:

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

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

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

Constance Alexander, Office Manager

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

IV. Notices:

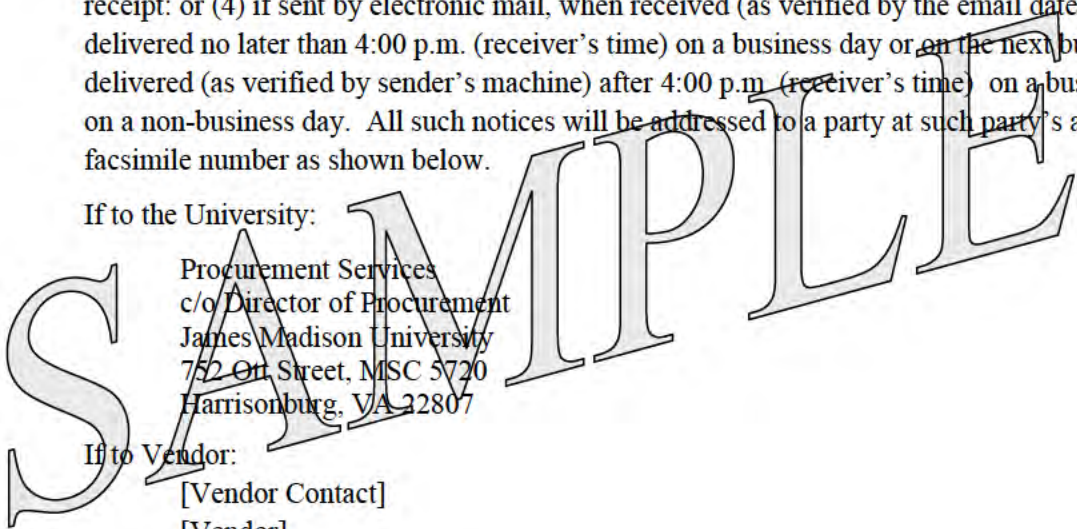
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail,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

If to the University:

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

If to Vendor:

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



ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC

SAMPLE

modular project **PROPOSAL**

February 12 2026

RFP: #DKM-1246



Modular Buildings and Storage Containers



BOXX Modular, Inc. (Corporate Office)
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | BOXXModular.com | ussales@boxxmodular.com





Budget Pricing Classroom	Monthly Lease Rate			Sale Price
	36 Months	48 Months	60 months	
24x64 Dry r	\$3,650	\$3,250	\$2,950	\$167,500
24x64 Wet	\$3,850	\$3,450	\$3,100	\$173,650
68x64	\$9,850	\$9,650	\$9,250	\$487,349
96x64	\$13,750	\$13,550	\$13,150	\$660,620
110x64	\$14,700	\$14,200	\$14,300	\$755,233
124x64	\$15,515	\$15,000	\$14,900	\$840,239
138x64	\$16,450	\$16,000	\$15,750	\$930,383

Pricing for Block Level, Anchor, Abs pads , Vinyl skirt

24x64 Dry no bathroom	\$13,650.00
24x64 Wet w/bathroom	\$13,650.00
68x64	\$33,124.00
96x64	\$44,265.00
110x64	\$52,072.00
124x64	\$57,291.00
138x64	\$62,959.00

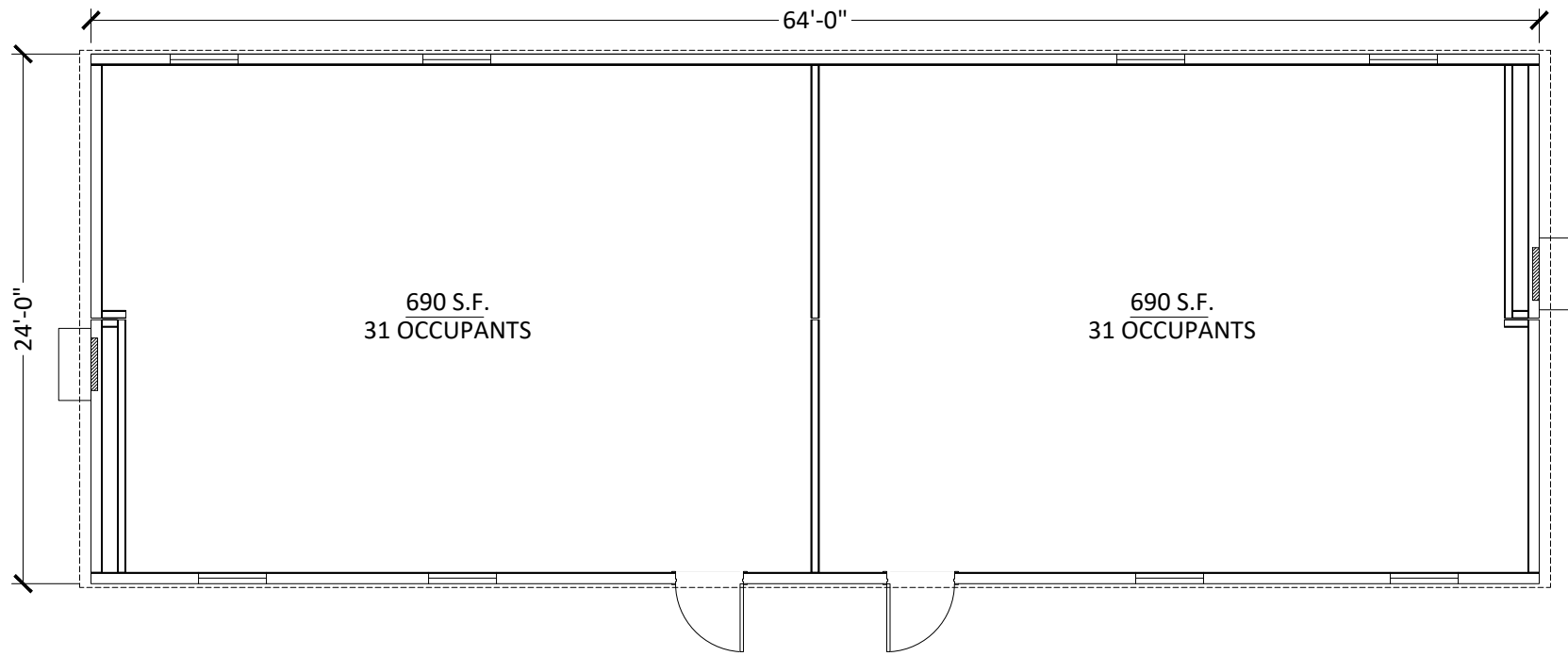
Freight

Zone 1	\$7,538 per section
Zone 2	\$6,869.00 per section
Zone 3	\$6,871.00 per section
Zone 4	\$7,205.00 per section
Zone 5	\$7,205.00 per section
Zone 6	\$6,583.00 per section
Zone 7	\$7,105.00 per section
Zone 8	\$6,316.00 per section
Zone 9	\$6,316.00 per section

Ramps and Steps

ADA Ramps And Steps	
5 4"x8 landing, step ramp	
4x18 intermediate ramp with rails	
5 4" x10 turnback landing with rails	
4'x18' end ramp	
URS stair riser	
ADA 39" compliant step assembly	
Deliver and installation	\$31,150.00

Discount 2% payment net 10 days
 3% annual lease rates paid in advance



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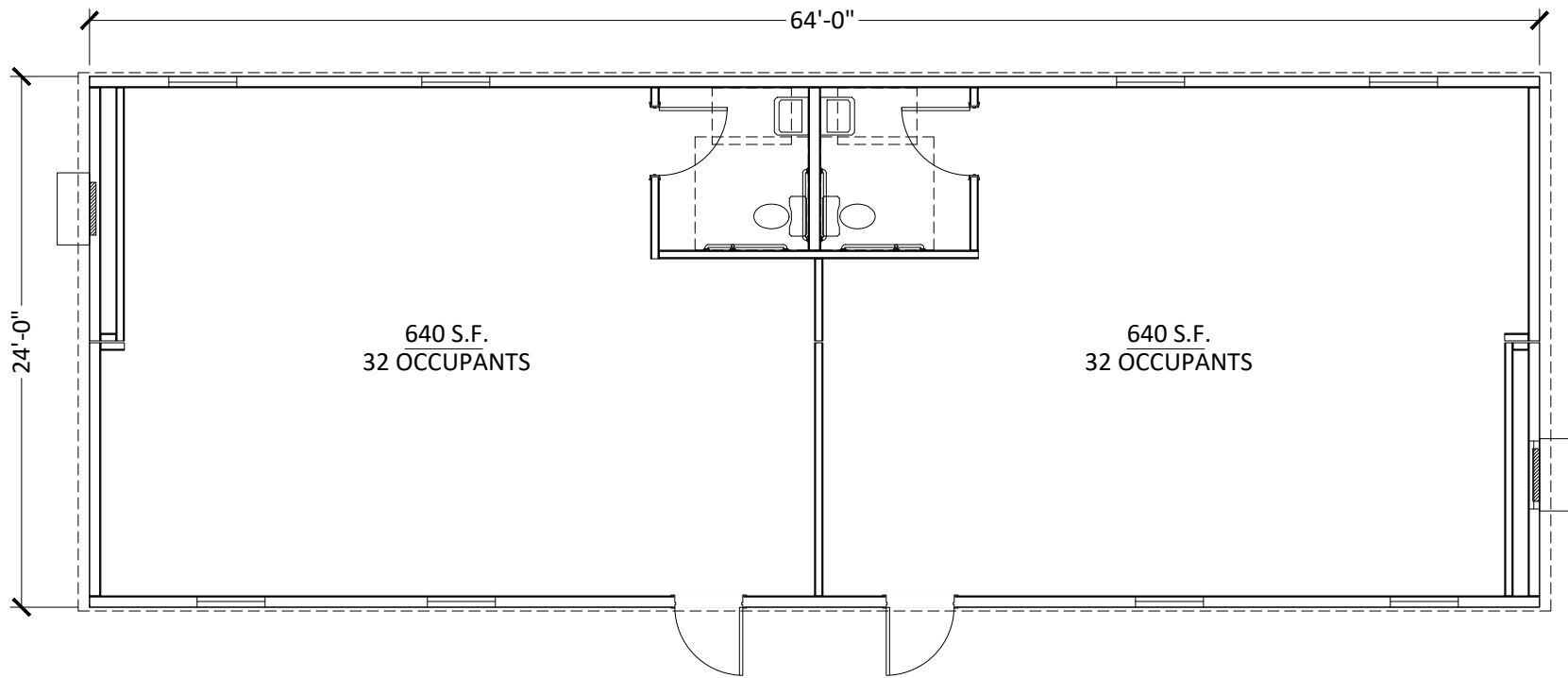


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24 X 64 CLASSROOM
1,504 SF

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Drawing Date: 2024	Project: CLASSROOM
Drawn By: BOXX	Drawing: CLU2464
Scale: N.T.S.	CR2D1



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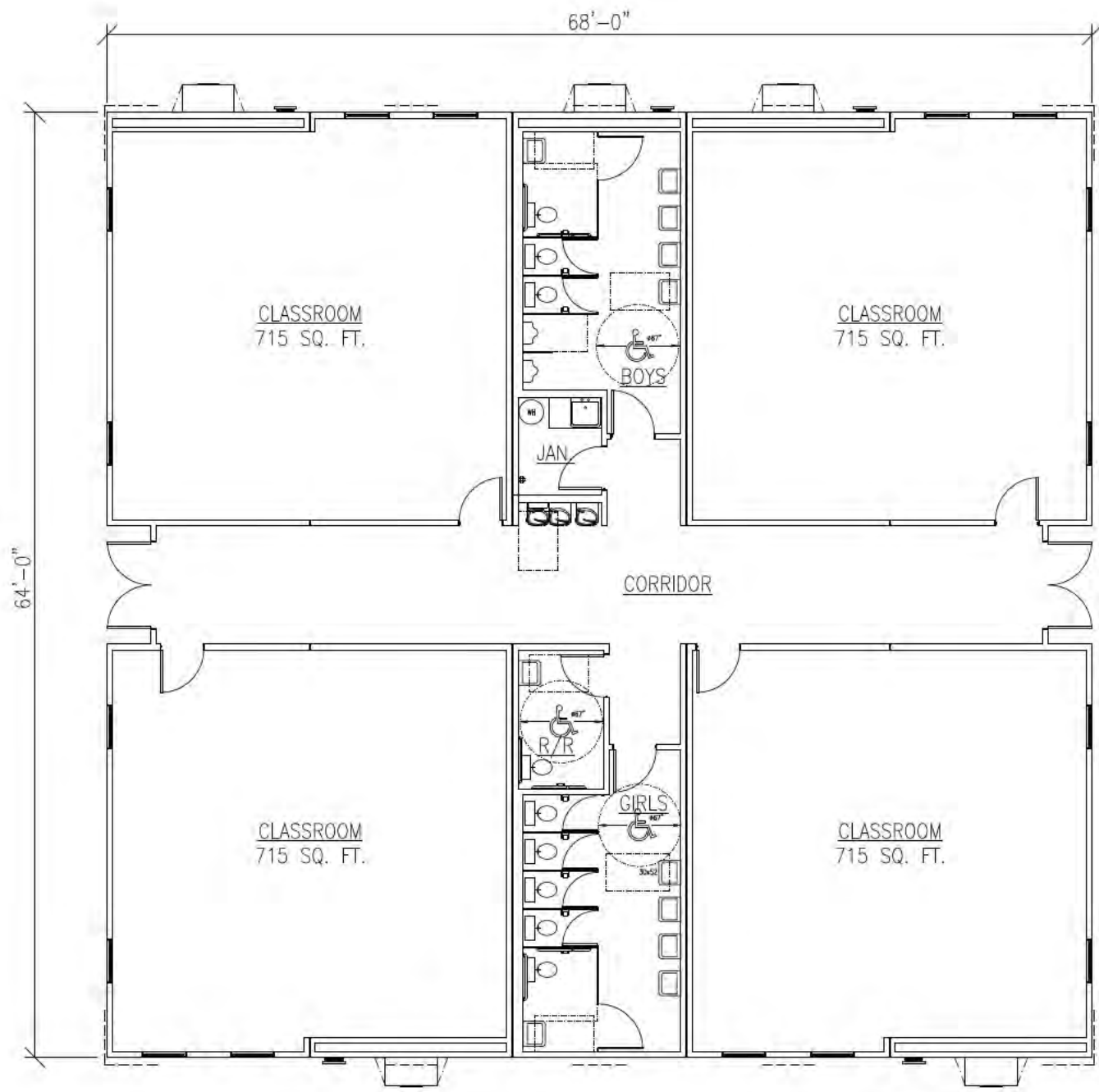


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24 X 64 CLASSROOM
1,504 SF

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Drawn By: BOXX	Drawing: CLU2464 W1
Scale: N.T.S.	



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4 CLASSROOM

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Drawing Date:
2024
 Drawn By:
BOXX
 Scale:
N.T.S.

Project:
PLEX CR
 Drawing:
CLUFX4G1



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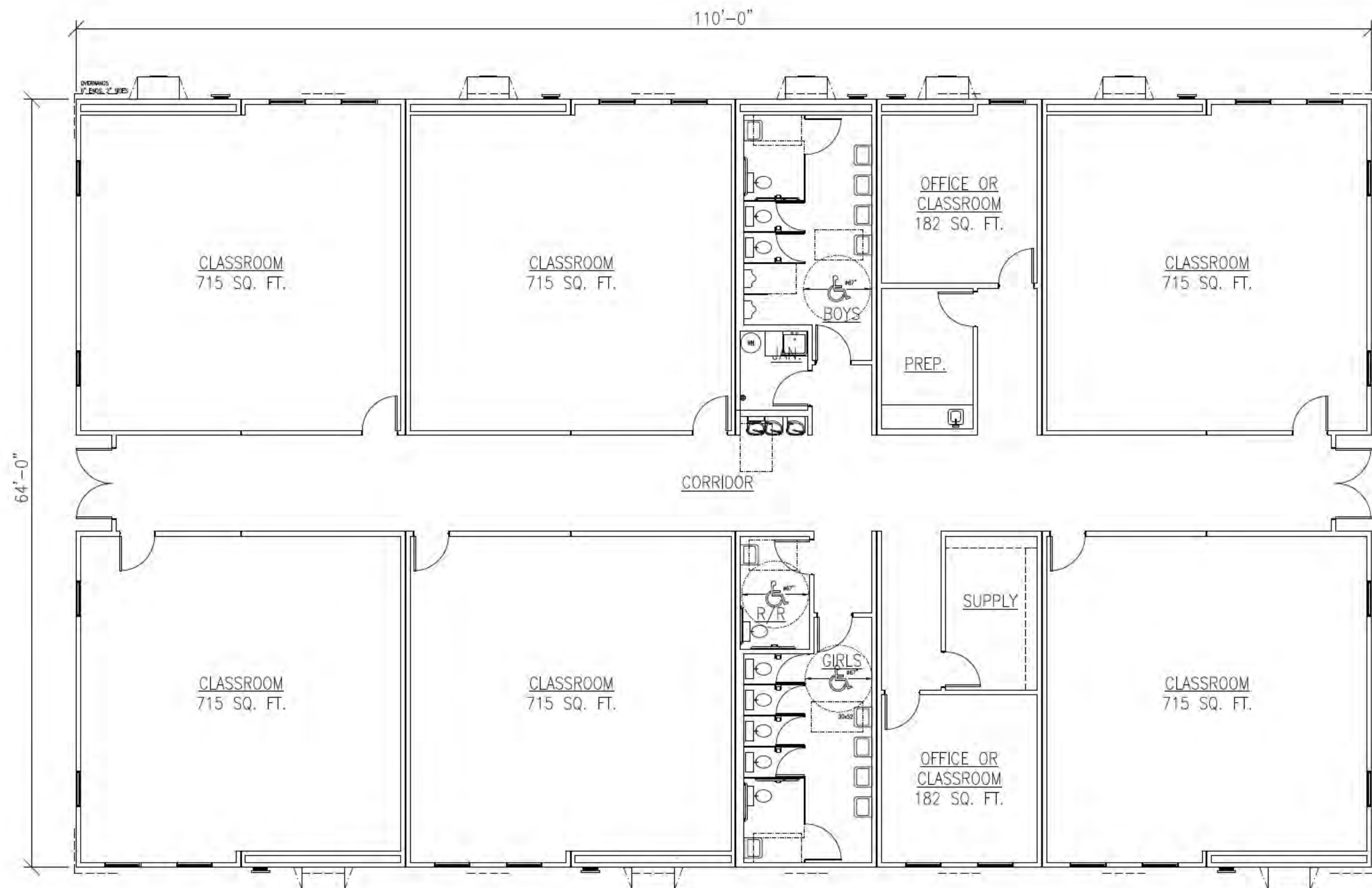
Drawing Date:
2024

Drawn By:
BOXX

Scale:
N.T.S.

Project:
PLEX CR

Drawing:
CLUFX6G1



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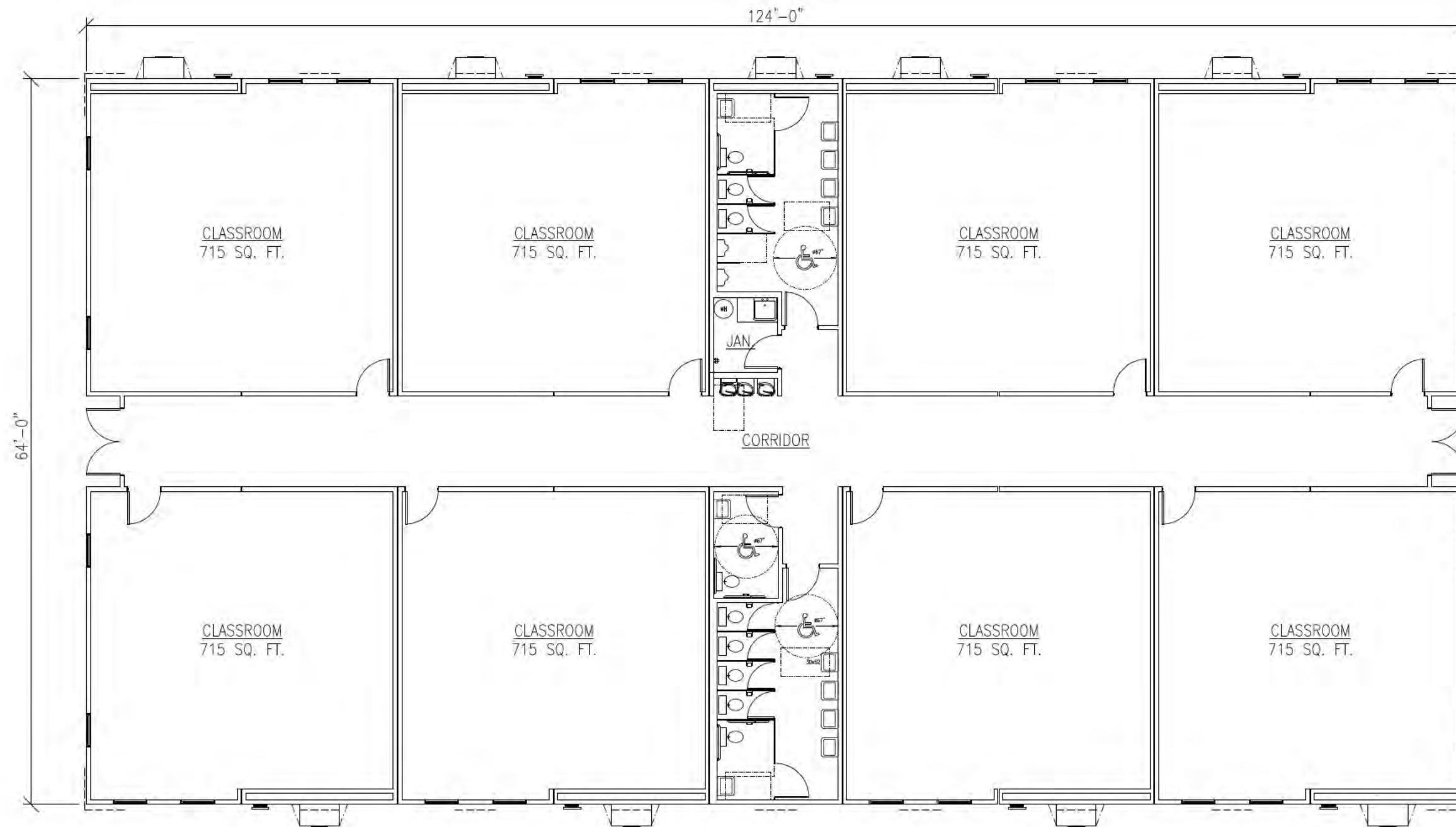


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Drawing Date: 2024	Project: PLEX CR
Drawn By: BOXX	Drawing: CLUFX6G1OFF
Scale: N.T.S.	



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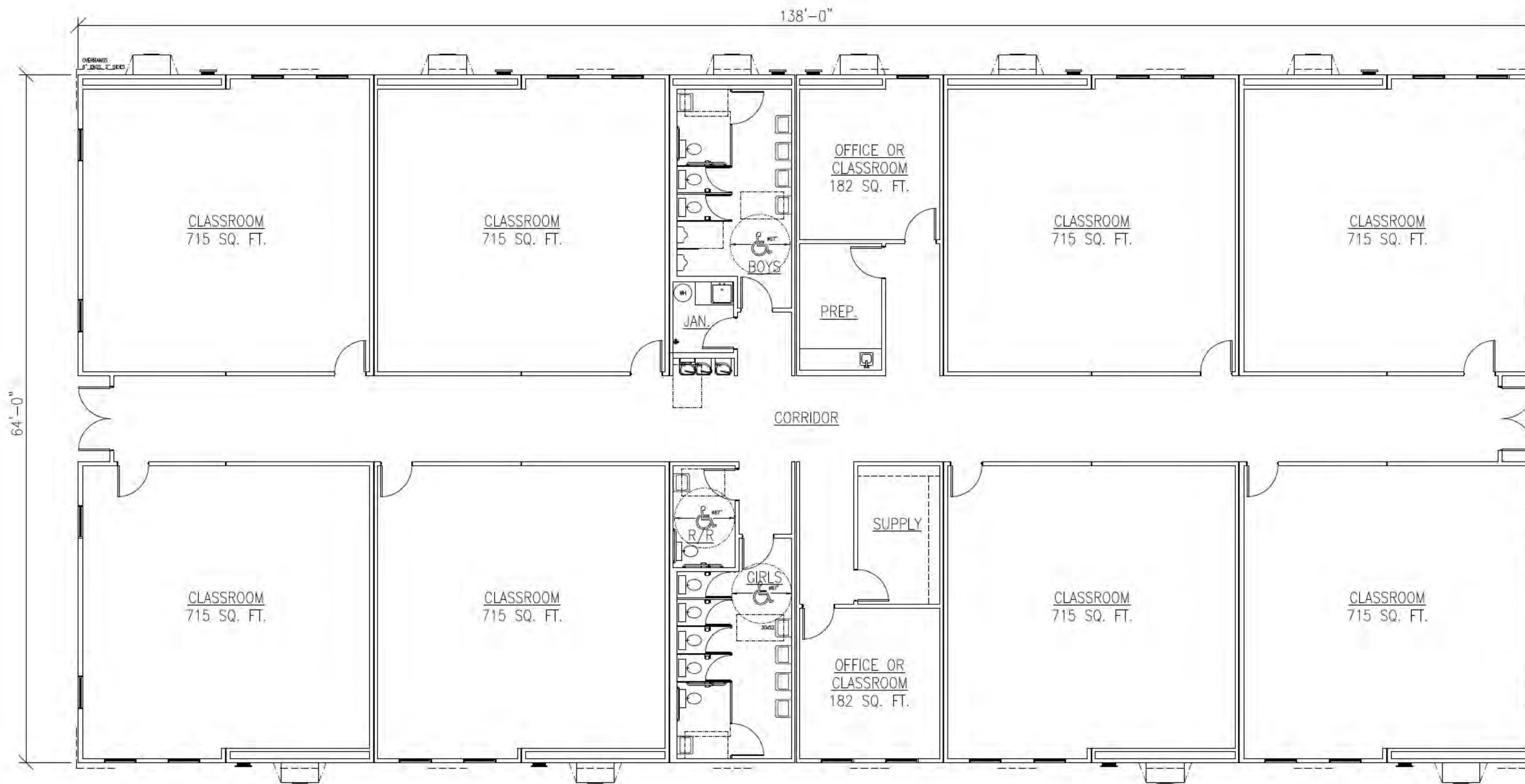


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Drawing Date: 2024	Project: PLEX CR
Drawn By: BOXX	Drawing: CLUFX8G1
Scale: N.T.S.	



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Drawing Date: 2024	Project: PLEX CR
Drawn By: BOXX	Drawing: CLUFX8G1OFF
Scale: N.T.S.	

BOX MODULAR

Size: 96' x 64'

Square Ft: 6,144

Perimeter Ft: 320

Occupancy: 2026

Qty	Description	Color/Location
-----	-------------	----------------

Models

2025

**BOXX lease Classroom Specs 140/180 mph / 50 GSL

**

Specifications

Approximate Shipping Height:

14'-4"

6144.00 Complex (Base)

Occupancy: Education

Construction Type VB

State Code Requirements & Insignias

IBC 2015 -NC, SC, TN, VA, WV, PA, DE,

Delaware State Approval

North Carolina State Approval

(Climate Zones 3A & 4A)

Pennsylvania State Approval

South Carolina State Approval

Tennessee State Approval

Virginia State Approval

West Virginia State Approval

State Codes Only - No Local Codes Are Quoted

7.00 Alternate ABS Pad Plan Sheet

Please note that an alternate ABS pad plan sheet is provided, this design is subject to approval from local jurisdictions. No third party or state approval engineer stamp only.

7.00 Additional KIP Load Plan Sheet

Seismic Zone "C"

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

140 MPH Wind Speed

50lb. ground snow load

Roof live load 20 lb.

Qty	Description	Color/Location
-----	-------------	----------------

Specifications

Destination:
stock

Chassis

- 64.00 11'-8" wide outrigger w/ 95.5" I-Beam spacing
Outriggers & Crossmembers spaced (As Required)
- 384.00 13'-8" wide outrigger w/ 95.5" I-Beam spacing
Outriggers & Crossmembers spaced (As Required)
- 12" I-Beams (M12x10)
- Hitches are detachable
- New tires
New Tires are Provided - Drivers are responsible for spares
- Axle quantity will be calculated as required
- Under-slung axles are included
{Box-out for under-slung axles}

Floor Section

- Standard bottom board material
Nylon Impregnated
- 2"x8" Floor joist @ 16" O.C. (12' Wide Modules)
- 2"x8" Pressure Treated Double Perimeter Joist
{Galvanized Fasters are to be Utilized}
- 3/4" Floor sheathing/decking
- 6144.00 VCT {Armstrong brand} Installed per the print
1/8" Vinyl Composite Tile in the Balance (Armstrong Brand / Color:
COOL WHITE)
- 672.00 Welded commercial vinyl sheet flooring
Located in the Restrooms and in the Janitor's Closet Only.
- 384.00 4" Carpet bar is included
- 2.00 Recessed entry
Treated wood 2x4 members and Forticrete Decking @ recessed entry

Wall Section

- 418.00 2"x4" Interior wall height: 8'-6"
{Unless otherwise noted, interior walls will be constructed with #2 2x4
studs 16"o.c. with single 2x4 top and bottom plates}
- 168.00 Double mateline walls constructed per print

2x6 Exterior wall height 8'-6"
{Double top-plate on exterior walls, as required}
- Fire rated walls constructed as required
Please note that @ the mate-line the gypsum will be held back 16 or
nearest stud unless the stated otherwise.
- Interior trim package: standard battens
{Unless otherwise noted}
- 5/8" VCG (Vinyl covered gypsum - Type "X")
- 1568.00 FRP wall panel laid-up on gypsum (Class "C")
Full height FRP located in Restrooms and Janitors closets (FRP on
5/8" Gypsum Color: WHITE)
{F.R.P. = Fiberglass Reinforced Panels will be installed over raw
gypsum and include vinyl base coving}

Qty	Description	Color/Location
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Wall Section

- 904.00 4" VCB {Vinyl Cove Base}
Balance (Cove Base Color: 67-2 GRAY)
- 196.00 6" VCB {Vinyl Cove Base}
Restrooms & Janitor's closet (Cove Base Color: 67-2 GRAY)
- 56.00 Special Items:
Plumbing wall in restroom areas (per the plan)

Interior Doors Section

- 11.00 36"x80" 20-minute Rated flush door with steel jamb
{Includes Timely or Redi-Frames with lever, door frame is painted the standard bronze finish color & door is Imperial Oak}
- 11.00 Door closers on interior doors per the print
Taymore Door Closure (#14-603AL)
- 7.00 Keyed interior door locks per the print
Classroom Doors: Tell Grade 2 Keyed Locksets (Classroom Function)
- 1.00 Passage locks
Tell Grade 2 (Janitor's Closet Door)
- 1.00 Privacy locks
Tell Grade 2 Lockset (Standard Privacy) located on the single station restroom door.
- 7.00 6"x30" Fire Lite glass view block
Classroom Doors
- 2.00 Push / Pull hardware
Located on each of the Multi Station Restroom

Roof/Ceiling Section

Truss spacing @ 16" O.C.

(UT12w) Transverse truss (Engineered truss)

(UT14w) Transverse truss (Engineered truss)

7/16" x4 x8 EPDM underlayment

Roof covering: 45 mil. Black EPDM (Complex)

*** 1-1/2" X 1/2" X 5/8" "J" rail/mini-gutter with Butyl Tape ***J-rail mini / gutters is painted to match the top trim***

12" Peel & stick mate-line tape - Black

Seismic "C" 2'x2' T-grid (Acoustical) Ceiling

*** Ceiling finish 2'x2' T-grid *** (T-Grid is terminated into the mate-beams with a 8" close-up, vinyl wrapped ridge-cap shipped loose for customer close-up) ***T-grid is started at 6-1/2" from each end-wall)

Ceiling finish is 8'-0" above finished floor

Ceiling the fire rated corridor is approx. 5" lower than other areas

- 384.00 4-Layer 24" ridge-beam construction:
Continuous / Full Length of Module -- (2) 3" Holes are bored into the center of the mate-beams 24 inches from each end for phone & data cross-overs (Location of holes to be noted on the engineered drawings)
{This beam will be constructed from 4-layers of 3/4" structural grade plywood installed as required and fastened as per approved fastening schedule}

Qty	Description	Color/Location
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Roof/Ceiling Section

1 Hour rated ceiling in the corridor (dropped)
 {This assembly will be 2 layers of 5/8 type "X" (Fire rated) gypsum that are separated by a 2" min. member (sized as required); Please note that different states also require additional layers of gypsum to meet their assembly requirements (see final sealed prints); The factory will only fire caulk the portions of the building that are completed at the factory. If additional fire caulking is required, it will be supplied by the customer and installed by the customer, at the site}

320.00 Special Item:
 Side projection roof over-hang 2" and End projection roof over-hang 6"

ATTENTION: Hurricane straps not included
 {Please note that no hurricane tie-down straps will be included from the factory. Please see options if this is needed}

Plumbing Section

- 2.00 Restroom Description: Multi-station HC RR
- 1.00 Restroom description: Single station handicap RR
 Individual Handicap Accessible Restroom (See options for additional single use ADA restrooms)
- 11.00 Standard lavatory (wall mount type)
 with metal fixtures
 {Includes a standard faucet & mirror}
- 11.00 Handicap sink protection - sock for P-trap
- 3.00 Water closet type: HC accessible w/ std. grab bars
 {Includes a vertical grab bar, standard toilet paper holder; unless an upgraded toilet paper holder is listed}
- 6.00 Water closet type: standard elongated
 {Includes a standard toilet paper holder; unless an upgraded toilet paper holder is listed}
- 2.00 Urinal (standard)
- 1.00 10 gallon water heater
 Located in Janitors closet
- 8.00 Water closet modesty partition description: Steel gray
- 1.00 Urinal modesty partition description: Steel gray
- 1.00 PVC Utility sink w/ legs and STD faucet
 Metal Faucet
- 1.00 Handicap accessible water cooler
- 1.00 Hi-lo water cooler (handicap accessible)
 Bottle Filler for Water Cooler
- Drain/waste lines are PVC
 {Please note that all manifolding is done on-site by others}
- 26.00 Supply Lines are PEX (multi-station restroom)
- 3.00 Floor drain (sheet vinyl) w/ trap guard
 One Located in each Restroom
 7" MiFab # F1100C-FC {Includes PVC adapter, trap-guard}

Qty	Description	Color/Location
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Plumbing Section

- 1.00 Special item:
Plumbing angle-stops cannot extend more than 1/2" from finished gypsum.

Electrical Section

- 7.00 125 AMP Exterior panel box
*** 125 Amp 120 / 240 VAC Single Phase w/ 20 breaker spaces
(Mounted near the mate-line) *** { NEMA 3 }
- 83.00 2'x4' Standard "T-grid type" LED lights
- 2.00 2'x2' Standard "T-grid type" LED lights
- 4.00 LED wall pk upgrade porch light w/ photo cell
- 14.00 Wall Mounted Occupancy Sensor
*** Wall Mounted Through-Out *** {#IOS-DOV-WH}
- 2.00 Dual head emergency light
One Located in each multi station restroom.
{Quantity is shown budgeted, actual quantity will be as required after review and per final approved customer drawing }
- 4.00 Combo dual head emergency light/exit sign
LED Type
{Quantity is shown budgeted, actual quantity will be as required after review and per final approved customer drawing }
- 2.00 Exterior emergency light remote heads as required
LED Type to be dual head
{Exterior type to match porch lights }
- 20.00 2"x4" junction box with 3/4" conduit (standard)
with pull strings
{These junction boxes will be stubbed-up into the attic cavity; all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others }
- 8.00 2"x4" junction box with 3/4" conduit (alarms)
with pull strings
{These junction boxes will be stubbed-up into the attic cavity all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others }
- 2.00 Combination - 100 CFM exhaust fan w/ 60 watt light
Located in the single station restroom and janitors closet
- 4.00 Broan # L300 exhaust fan
- 110 Volt receptacles @ approximately 12' O.C.
{Standard}
Receptacles / Switches / Covers are white
- 6.00 GFI receptacles as required (see print)
{GFI= Ground Fault Interrupter }
- 7.00 Exterior use GFI w/ weather proof cover
One located per module
{In use type with exterior rated GFI receptacle }
- 1.00 Heat tape receptacle
GFCI protected - located adjacent to water in-let
{Underneath the floor, per the print. ANY & ALL heat tape is entirely by others }
- Standard race-way: 12-2 Romex wiring
- Race-way: M.C. cable wiring only above the T-grid

Qty	Description	Color/Location
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HVAC Section

- 7.00 3 Ton wall-mounted unit w/ 10kw heat strip
HVAC units are located on the opposite ends from one another for individual room control.
- 6.00 CRV device to be installed in wall-mounted unit
- 232.00 Linear feet of fiberglass supply duct with grilles
- 126.00 Linear feet of fiberglass return duct w/ grilles
{Oversized as needed}
Plenum Duct Concealed with Chase Wall
- 7.00 7-day Programmable T-stat (HVAC)
(Pro 1 #T-705)
- 2.00 Return Air Fire dampers (as required)
- 28.00 2'x2' FLB supply grilles for T-grid ceiling
Fixed blade with adjustable damper
{FLB is a fixed linear blade diffuser}
- 2.00 6" Supply grille for T-grid ceiling RR
Staff's restroom & Janitor's closet
- 12.00 2'x2' Return air grilles for T-grid ceiling
Perforated Perforated (Filter-backed return air grill in restrooms w/
charcoal filters)
- 44.00 Special items:
Butter Fly dampers will be located between the fiberglass duct and the flex duct to allow the customer to balance the system

Cabinets & Furnishings

NO cabinetry quoted

- 6.00 Linear feet of wire shelving
Located in Janitors closet
- 1.00 Special items:
Please note that any-and-all Appliances, Furniture, Lockers, Benches & Office Equipment are entirely by others unless otherwise noted.

Exterior Section

- 26 Gauge Hi-rib steel siding (complex)
- 320.00 26 Gauge Hi-rib steel mansard

Sheathing installed as per applicable requirements

Standard house wrap installed 100%
{All wrap installed right side up & in a shingled fashion}
- 1.00 Special item:
Z-BAR shall utilized between the building body and the building mansard
- 1.00 Special item:
Mini gutter termination bar and Z bar between body and mansard
- 1.00 Special item:
2" Overhang on sides / 6" Overhang on ends

Windows Section

- 20.00 36x60 VS Bronze metal frame & ins. glass
(Low E)
- 20.00 Vinyl mini-blinds
{Standard colors only}

Qty	Description	Color/Location
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Exterior Doors Section

- 2.00 72"x80" Steel Ext. door with 6" x 30" vision panel
16g frame 18g door BOXX master key
{Removable Center Mullion}
- 4.00 Standard closer
Grade 1
- 4.00 Standard panic hardware
Grade 1

Insulation Section

- Exterior wall includes R-19 unfaced
(Requires 2" x 6" minimum exterior walls)
- R-11 Interior wall sound reduction batts
- Floor includes R-19 unfaced
- Floor includes R-30 unfaced
- Roof includes R-60 unfaced
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

Miscellaneous Section

- Packaging materials



Budget Pricing Office	Monthly Lease Rate			Sale Price
	36 Months	48 Months	60 months	
24x56	\$3,450	\$3,150	\$2,850	\$167,500
36x56	\$4,650	\$4,345	\$4,100	\$229,600
48x56	\$5,900	\$5,585	\$5,100	\$291,700
60x56	\$7,315	\$6,820	\$6,200	\$352,700
72x56	\$9,905	\$7,860	\$7,300	\$419,800
84x56	\$11,250	\$9,190	\$8,350	\$496,300

Pricing for Block Level, Anchor, Abs pads , Vinyl skirt

24x56	\$12,850.00
36x56	\$20,200.00
48x56	\$25,700.00
60x56	\$33,200.00
72x56	\$38,640.00
84x56	\$45,300.00

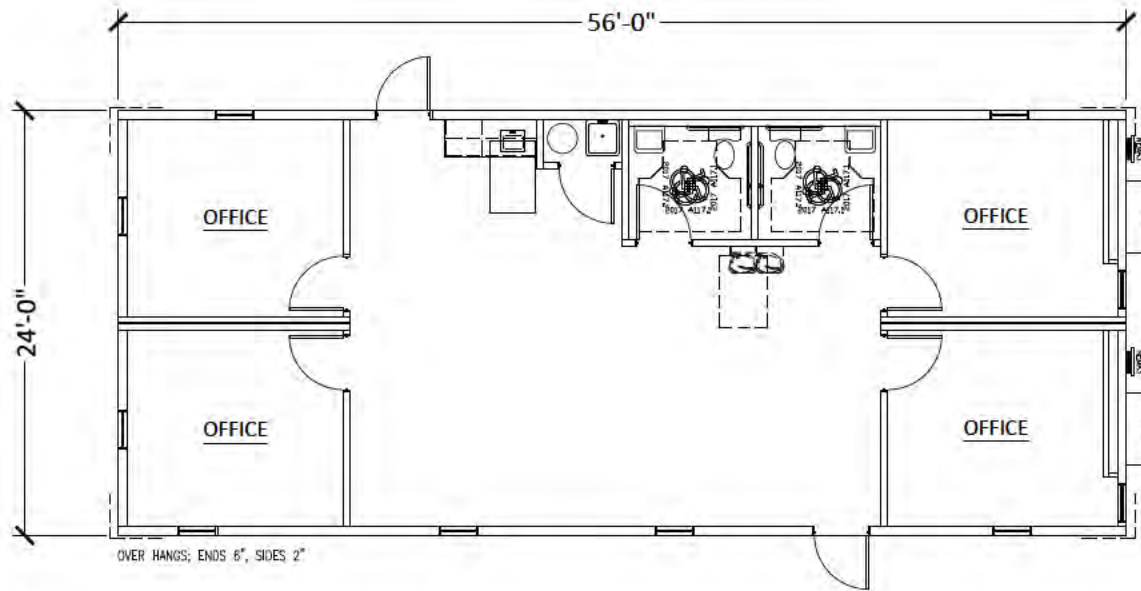
Freight

Zone 1	\$5,963 per section
Zone 2	\$5,461.00 per section
Zone 3	\$5,453.00 per section
Zone 4	\$5,718.00 per section
Zone 5	\$5,718.00 per section
Zone 6	\$5,245.00 per section
Zone 7	\$5,529.00 per section
Zone 8	\$5,043.00 per section
Zone 9	\$5,043.00 per section

Ramps and Steps

ADA Ramps And Steps	
5 4"x8 landing, step ramp	
4x18 intermediate ramp with rails	
5 4" x10 turnback landing with rails	
4'x18' end ramp	
URS stair riser	
ADA 39" compliant step assembly	
Deliver and installation	\$31,150.00

Discount 2% payment net 10 days
 3% annual lease rates paid in advance

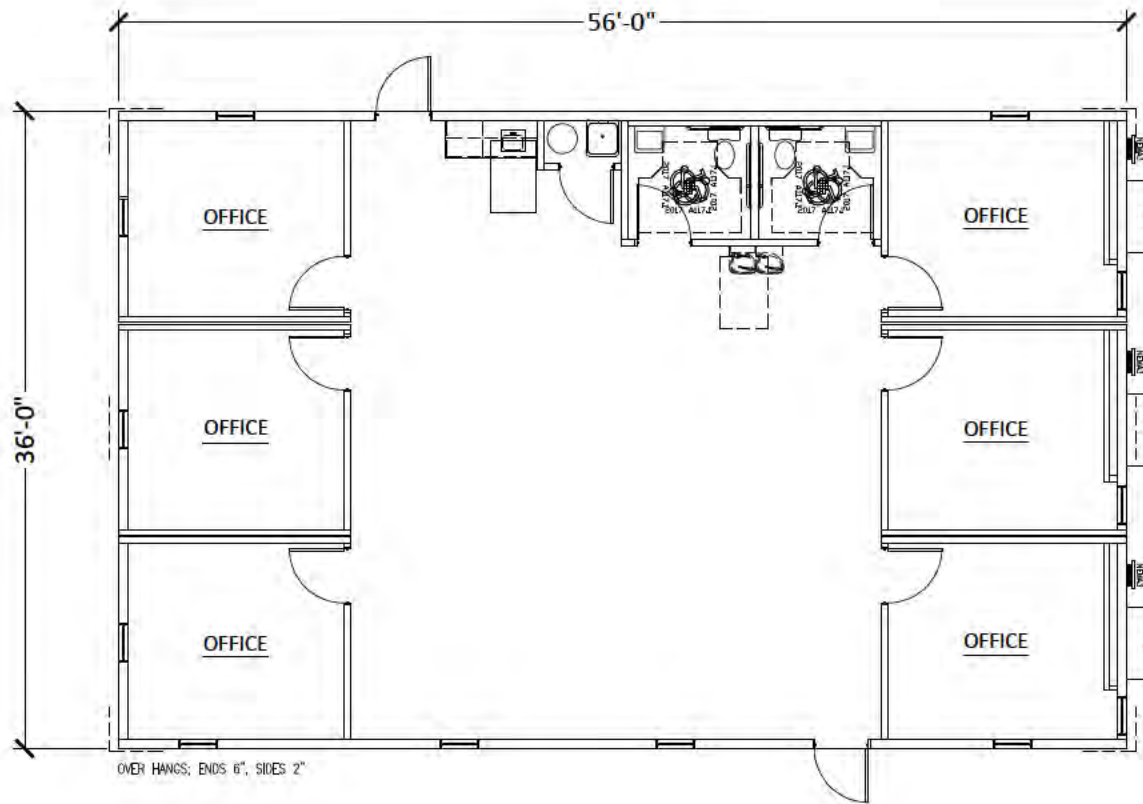


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Project:
 2025
 Drawing:
OCUFX04E



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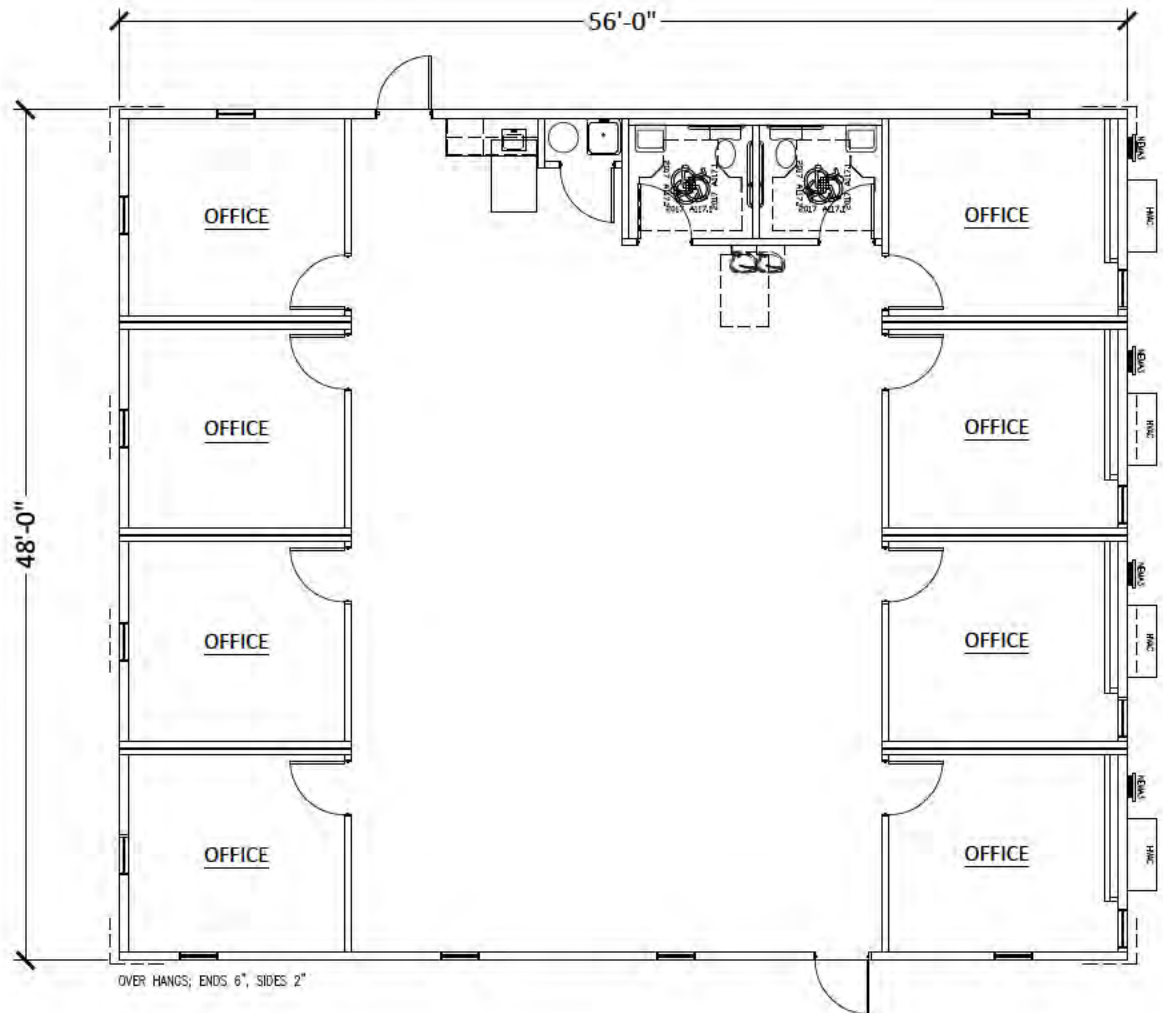
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Project:
2025

Drawing:

OCUFX06E

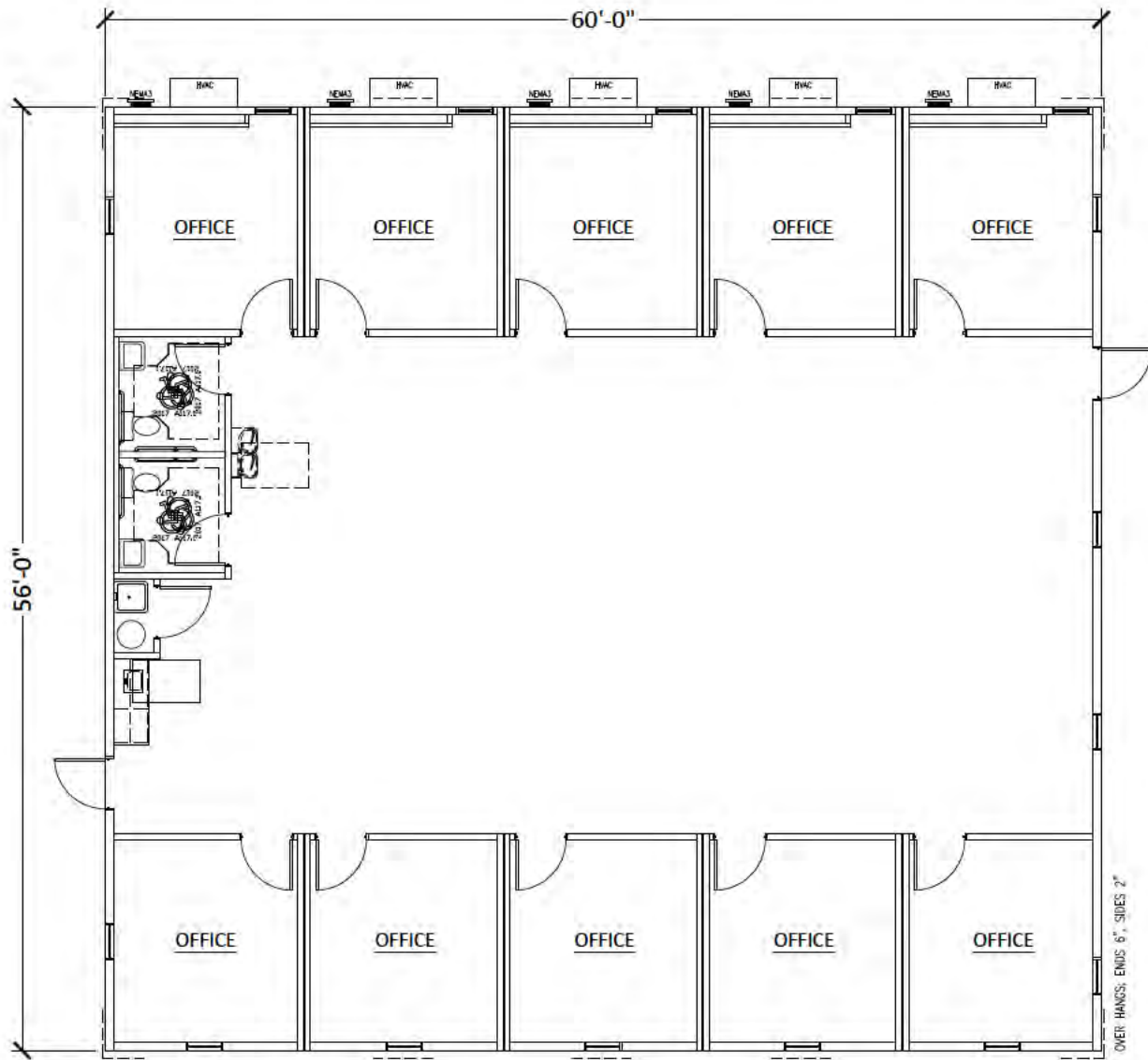


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Project:
 2025
 Drawing:
OCUFX08E

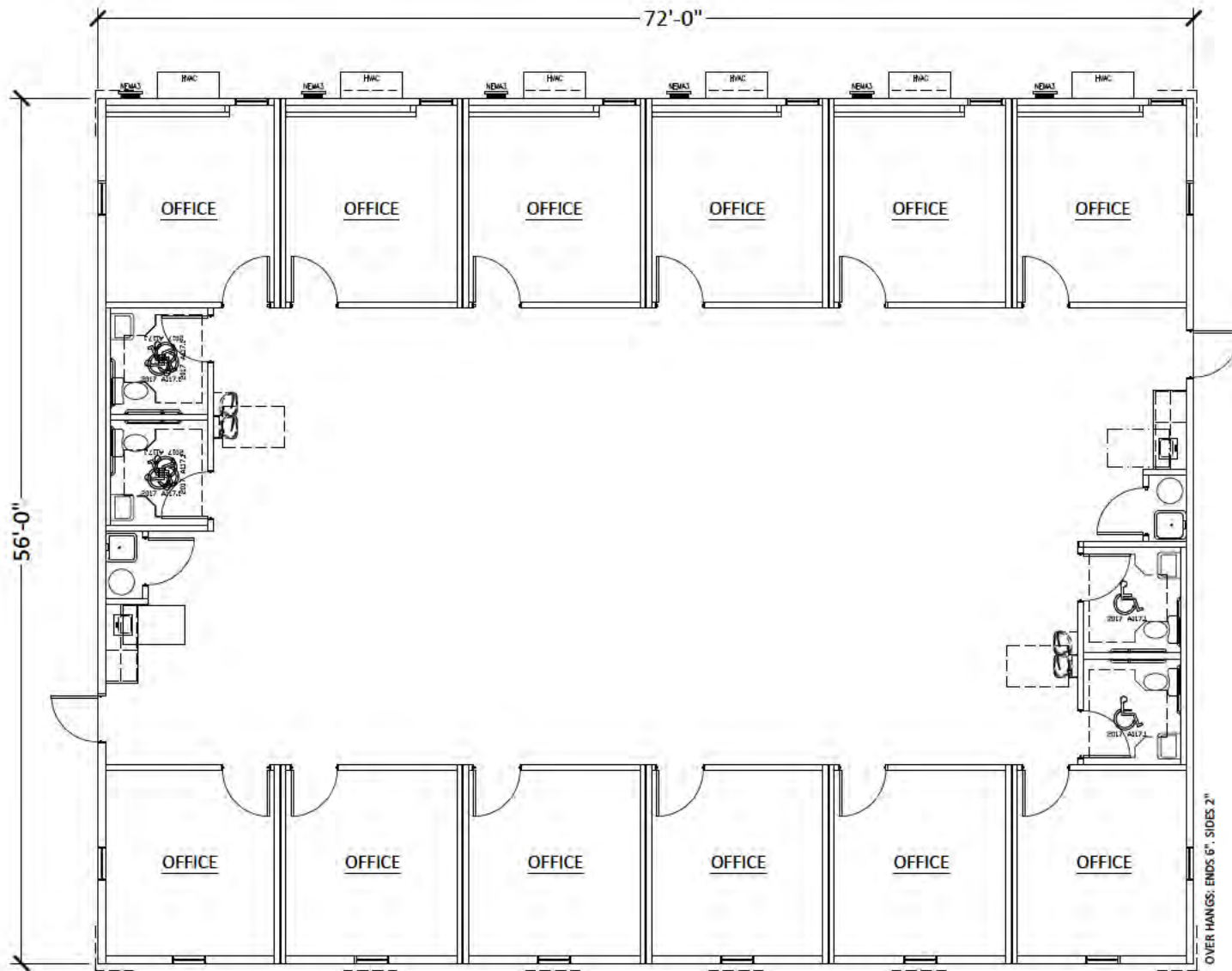


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Project:
 2025
 Drawing:
OCUFX10E



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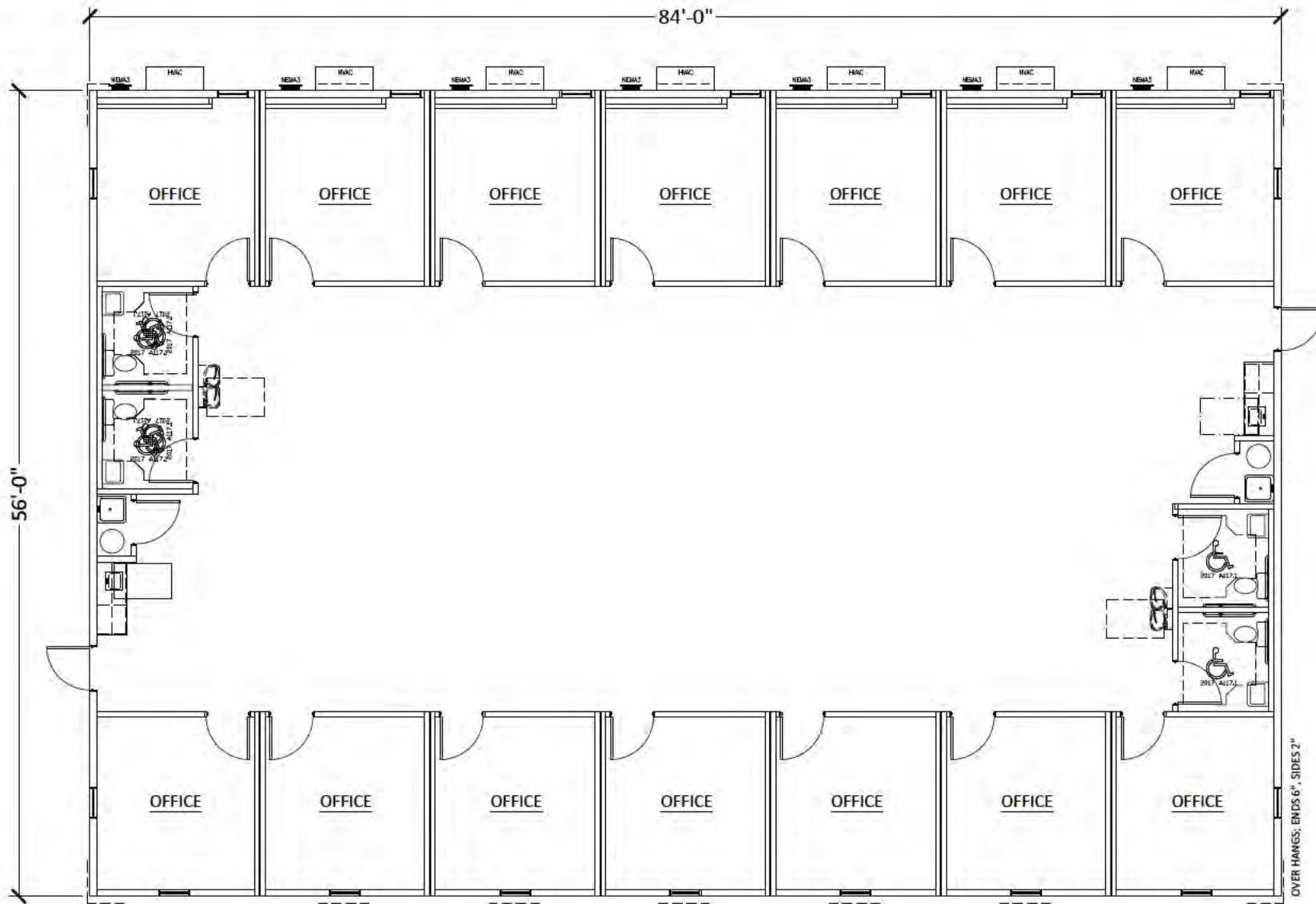
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Project:
2025

Drawing:

OCUFX12E



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Project:
 2025
 Drawing:
OCUFX14E

BOX MODULAR

Size: 60' x 56'

Square Ft: 3,360

Perimeter Ft: 232

Occupancy: 2026

Qty	Description	Color/Location
-----	-------------	----------------

Models

2025

*** lease Office Specs 180 VULT / 140 VASD/ 60 GSL ***

Specifications

Approximate Shipping Height:
14'-4"

- 3360.00 Complex (Base)
Occupancy: Business
Construction Type VB
State Code Requirements & Insignias
IBC 2015 - VA, WV,PA,MD,NJ,DE
Delaware State Approval
Maryland State Approval
New Jersey State Approval
Pennsylvania State Approval
Virginia State Approval
West Virginia State Approval
State Codes Only - No Local Codes Are Quoted

- 5.00 Alternate ABS Pad Plan Sheet
Please note that an alternate ABS pad plan sheet is provided, this design is subject to approval from local jurisdictions. No third party or state approval engineer stamp only.

- 5.00 Additional KIP Load Plan Sheet

Seismic Zone "C"

140 MPH Wind Speed
180 VULT / 140 VASD

60lb. ground snow load

Roof live load 20 lb.

Destination:
(Stock)

Qty	Description	Color/Location
-----	-------------	----------------

Specifications

Special Item:

*** Foundations though not site specific will include footings and pier spacing typical for 2000 psf and 3000 psf soil compaction. ***

Chassis

280.00 11'-8" wide outrigger w/ 95.5" I-Beam spacing
Outriggers & Crossmembers spaced (As Required)

12" I-Beams (M12x10)

Hitches are detachable

New tires

Axle quantity will be calculated as required

Under-slung axles are included
{Box-out for under-slung axles}

Floor Section

Standard bottom board material

2"x8" Floor joist @ 16" O.C. (12' Wide Modules)

2'x8" Pressure Treated Double Perimeter Joist
{Galvanized Fasteners are to be Utilized}

3/4" Floor sheathing/decking
No Hold back

3360.00 VCT {Armstrong brand} Installed per the print
1/8" Vinyl Composite Tile (Armstrong Brand / Color: COOL WHITE)

300.00 Welded commercial vinyl sheet flooring
Restrooms only (White Cliffs)
This is a heat welded product and any seams crossing mate-lines must be closed-up on-site by the customer agent via a heat welding process.
{Please note that this product is UV ray sensitive and areas not exposed to light (such as mate-line close-up) may require time to blend with other areas}.

150.00 4" Carpet bar is included

Wall Section

265.00 2"x4" Interior wall height: 8'-6"
{Unless otherwise noted, interior walls will be constructed with #2 2x4 studs 16"o.c. with single 2x4 top and bottom plates}

96.00 Double mateline walls constructed per print

2x6 Exterior wall height 8'-6"
{Double top-plate on exterior walls, as required}

2"x6" Exterior end walls full height

Interior trim package: standard battens

5/8" VCG (Vinyl covered gypsum - Type "X")
5/8" Vinyl Covered Gypsum Type "X"
battens at seams

475.00 FRP wall panel laid-up on gypsum (Class "C")
Full Height FRP on the Restroom walls only. (FRP on 5/8" Gypsum Color: WHITE)
{F.R.P. = Fiberglass Reinforced Panels will be installed over raw gypsum and include vinyl base coving}

Qty	Description	Color/Location
-----	-------------	----------------

Wall Section

732.00 4" VCB {Vinyl Cove Base}
(Cove Base Color: 67-2 GRAY)

Vertical tie-down straps are on all four corners
{Please note that Vertical tie-down straps are located on all four corners these are four up-lift and overturning resistance}

Interior Doors Section

15.00 36"x80" S.C. Flush door w/steel jamb
{Includes Timely or Redi-Frames with lever. (Door frame is painted the standard bronze finish color & door is Imperial Oak.)}

11.00 Keyed interior door locks per the print
Grade 2

4.00 Privacy locks
Grade 2 Tell (Restroom Doors)

Roof/Ceiling Section

Truss spacing @ 16" O.C.

(UT12w) Transverse truss (Engineered truss)

7/16" x4 x8 EPDM underlayment

12" Peel & stick mate-line tape - White

Roof Covering: 45mil. White EPDM (Complex)

*** 1-1/2" X 1/2" X 5/8" "J" rail/mini-gutter with Butyl Tape ***J-rail
mini / gutters are painted to match the top trim***

Ceiling finish: 2'x2' T-grid (Acoustical)

*** Ceiling finish 2'x2' T-grid *** (T-Grid is terminated into the
mate-beams with a 8" close-up, vinyl wrapped ridge-cap shipped loose
for customer close-up) ***T-grid is started at 6-1/2" from each
end-wall See Vanguard Stock Photos)

Ceiling finish is 8'-0" above finished floor

224.00 2-Layer 24" x 1-3/4" (LVL) rated at 2.0
{This beam will be constructed from 2-layers of 1-3/4" - 2.0 LVL
beam installed as required and fastened as per approved fastening
schedule.}

232.00 Special Item:
Side projection roof over-hang 2" and End projection roof over-hang
6"

Side-wall type hurricane straps
{Please note that if foundation drawings or calculations are provided,
these will be figured for frame ties in lieu of side-wall tie-down straps}

Plumbing Section

4.00 Restroom description: Single station handicap RR

4.00 Standard lavatory (wall mount type)
{Includes a standard faucet & mirror}

4.00 Handicap sink protection - sock for P-trap

4.00 Water closet type: HC accessible w/ std. grab bars
{Includes a vertical grab bar, standard toilet paper holder; unless an
upgraded toilet paper holder is listed}

2.00 10 gallon water heater

1.00 Floor mounted mop sink (MSB-2424)
{Includes standard faucet}

Qty	Description	Color/Location
-----	-------------	----------------

Plumbing Section

- 1.00 Hi-lo water cooler (handicap accessible)
 Bottle Filler for Water Cooler
 Drain/waste lines are PVC
 *** 3 inch VTR's ***
 {Please note that all manifolding is done on-site by others}
- 1.00 Supply Lines are PEX
- 5.00 Floor drain (sheet vinyl) w/ trap guard
 7" MiFab # F1100C-FC {Includes PVC adapter, trap guard}
- 1.00 Special item:
 Plumbing inlet has levered-metal cut-off-ball-valve with male thread connection on supply side.
- 1.00 Special item:
 Plumbing angle-stops cannot extend more than 1/2" from finished gypsum.

Electrical Section

- 5.00 125 AMP Exterior panel box
 *** 125 Amp 120 / 240 VAC Single Phase w/ 20 breaker spaces
 (Mounted near the mate-line) *** { NEMA 3 }
- 48.00 2'x4' Standard "T-grid type" LED lights
- 4.00 2'x2' Standard "T-grid type" LED lights
- 2.00 Standard 60 watt porch light with photo cell
- 20.00 Wall Mounted Occupancy Sensor
 *** Wall Mounted Through-Out *** {#IOS-DOV-WH}
- 2.00 Combo dual head emergency light/exit sign
 LED Type
- 2.00 Exterior emergency light remote heads as required
 LED Type to be dual head
- 25.00 4"x4" junction box with 3/4" conduit & mud-ring
 with pull strings
 {These junction boxes will be stubbed-up into the attic cavity for T-grid unless otherwise instructed by the customer on the print & stubbed into the crawl-space on all other ceiling types unless otherwise instructed; all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others}
- 4.00 80 CFM exhaust fan (no light)
 Located in restroom
 110 Volt receptacles @ approximately 12' O.C.
 {Standard}
 Receptacles / Switches / Covers are white
- 5.00 GFI receptacles as required (see print)
 (Located per print)
 {GFI= Ground Fault Interrupter}
- 4.00 Exterior use GFI w/ weather proof cover
 One located per module
 {In use type with exterior rated GFI receptacle}
- 2.00 Heat tape receptacle
 GFCI protected - located adjacent to water in-let
 {Underneath the floor, per the print. ANY & ALL heat tape is entirely by others}

Qty	Description	Color/Location
-----	-------------	----------------

Electrical Section

Standard race-way: 12-2 Romex wiring
(See options for EMT Conduit)

Race-way: M.C. cable wiring only above the T-grid

- 1.00 Special item:
Please note that all wiring and devices for alarms, mass-notification systems, door alarms, security, speakers, monitoring and controls are entirely by others onsite.

HVAC Section

- 5.00 3 Ton wall-mounted unit w/ 15kw heat strip
{15 KW heat strip may require a panel box upgrade when engineered calculations are performed}
- 250.00 Linear feet of fiberglass supply duct with grilles
- 250.00 Linear feet of fiberglass return duct w/ grilles
{Oversized as needed}
Plenum Duct Concealed with Chase Wall
- 5.00 7-day Programmable T-stat (HVAC)
(Pro 1 #T-705)
- 24.00 2'x2' FLB supply grilles for T-grid ceiling
{FLB is a fixed linear blade diffuser}
- 4.00 6" Supply grille for T-grid ceiling RR
(1) in each restroom
- 18.00 2'x2' Return air grilles for T-grid ceiling

Cabinets & Furnishings

- 10.00 Linear foot of "white" base cabinets
{Includes countertop}
- 10.00 Linear foot of "white" overhead cabinets
{Includes fixed center shelf}
- 2.00 25"x22" Bar sink with gooseneck faucet
- 1.00 Special items:
Please note that any-and-all Appliances, Furniture, Lockers, Benches & Office Equipment are entirely by others unless otherwise noted.

Exterior Section

- Smart Panel siding (complex)
- 232.00 Smart Panel siding mansard
{Includes standard Smart trim unless quote states otherwise}
Standard house wrap installed 100%
{All wrap installed right side up & in a shingled fashion}
Sheathing type: 7/16" O.S.B. shall be installed
100%
- 1.00 Special item:
Z-BAR shall utilized between the building body and the building mansard
- 1.00 Special item:
Mini gutter termination bar and Z bar between body and mansard
- 1.00 Special item:
2" Overhang on sides / 6" Overhang on ends

Windows Section

- 16.00 24x54 VS Brown Vinyl Frame & Low-E Glass

Qty	Description	Color/Location
-----	-------------	----------------

Windows Section

16.00 Vinyl mini-blinds
 {Standard colors only}

Exterior Doors Section

2.00 36"x80" Steel door with 6"x30" vision panel
 16g frame 18g door (Boxx master key)

2.00 Standard lever
 Grade 1 Tell

2.00 Standard closer
 Grade 1

Insulation Section

Exterior wall includes R-19 unfaced
 (Requires 2" x 6" minimum exterior walls) {The noted insulation value
 is only an estimate and is subject to change based on final
 engineering}

R-11 Interior wall sound reduction batts
 {The noted insulation value is only an estimate and is subject to change
 based on final engineering}

Floor includes R-30 unfaced
 {The noted insulation value is only an estimate and is subject to change
 based on final engineering}

Roof includes R-38 unfaced
 {The noted insulation value is only an estimate and is subject to change
 based on final engineering}

Miscellaneous Section

Packaging materials

Delineation of Responsibilities

February 12, 2026

Division	Sub	Description	BOXX	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			x
	1040	Building Permits/License		x	
	1500	Temporary Heat/Lighting			x
		Portable Toilets	x		
		Temporary Water & Power		x	
	1502	Site Cleanup/Dumpster	x		
	1700	Closeout/Acceptance	x		
	1900	Miscellaneous			x
		Taxes		x	
		Prevailing Wage Scale (Davis-Bacon)			x
		Safety and Security Access Requirements For Workers		x	
		Project Terms of Payment	x		
		Invoicing Procedure	x		
DIVISION 2 : SITE WORK					
	2000	Site Work		x	
		Accessibility		x	
		Stake Site/Building Location		x	
	2160	Excavation & Grading		x	
		Spoilage Disposal		x	
		Erosion Control		x	
	2660	Final Connection of Domestic Water To Building (including modular seam crossover piping in ceiling)		x	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		x	
	2900	Landscaping / Fine Grading		x	
		Seeding		x	
		Restoration		x	
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations ABS Pads	x		
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)	x		
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood)			x
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring with carpet bar	x		
	9680	Carpeting with carpet bar	x		

Initials: _____

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards		x	
	10425	Signage/Braille		x	
	10520	Fire Extinguishers		x	
	10532	Awnings		x	
	10800	Toilet Accessories		x	
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	x		
	13122	Piers	x		
		Dry-Stack Block Piers On ABS Pads	x		
		Surface Bond Dry Stack			x
	13123	Set-up	x		
		Structurally Connect Modular Floors & Roofs	x		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	x		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	x		
	13126	Anchor Modular Units Per Design Criteria	x		
	13127	Vinyl Skirting (Frame, Venting, Access Panel Included)	x		
	13128	Roof Seaming	x		
	13151	Site Construct Connector Corridors			x
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		x	
		Main Disconnect For Modular Building Connection		x	
		Supply and Install MDP		x	
	16610	Fire / Smoke Alarm Systems		x	
	16620	Security Intrusion System		x	
	16740	Clocks/Bells		x	
	16750	Communication Systems in Modular		x	
		Tap & Extend Existing Comm Service To Site		x	
		Final Connection of Comm System in Modular		x	
	16770	Data Systems in Modular		x	
		Tap & Extend Existing Data Service To Site		x	
		Final Connection of Data System in Modular		x	

Initials: _____

Site Requirements

<i>X = Applicable</i>	
x	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
x	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
x	3. Assumes site with 2,500 psf soil bearing capacity, bearing tests to be provided by Customer
x	4. All site plans and surveys to be provided by Customer
x	5. All underground utilities are to be clearly marked and flagged
x	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
x	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
x	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
x	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
x	10. Site preparation by Customer
x	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
x	12. Main electrical service to building panels by Customer
x	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
x	14. Customer is responsible for building maintenance

Initials: _____

Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

<i>X = Excluded</i>	
x	1. Impact fees
x	2. All applicable taxes (sales, property & use)
x	3. Bonding
x	4. Special insurance
x	5. Cranes and additional spotting apparatus
x	6. Fire suppression system
x	7. Site security (unless otherwise stated)
x	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
x	9. Tap fees and lift station (if required)
x	10. Exterior fire rating
x	11. Architect and engineering fees
x	12. Rock removal
x	13. Off-site spoilage removal
x	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
x	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
x	16. Lightning protection
x	17. Temporary access roads and walkways
x	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
x	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
x	20. Portable toilets
x	21. Laboratory and field testing of materials
x	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
x	23. Costs associated with easement(s)

Initials: _____

Important Clarifications

Permits and all utilities by others

No footers ABS pads only

Site must be accessible by truck

Skirt is vinyl

Decks, amps Steps are based on a 35 “ floor elevation . Actual sizes to be determined once site information is available

The specifications, scope of work and pricing included in this package are intended to approximate the requirements of your project based on the limited parameters we have received . The actual price of your modular building project could vary significantly depending on specific building and site requirements not identified or considered in he preliminary outline of your requirements

Initials: _____



**Sapa Extrusions Inc.
(REDD Team)**

UNIVERSAL RAMP SYSTEM SPECIFICATIONS
(PLACE AN "X" IN THE BOX BY ALL APPLICABLE ITEMS)

OVERVIEW

SCOPE OF WORK: PROVIDE PREFABRICATED MODULAR ALUMINUM ACCESS RAMPS

PART 1 - SUBMITTALS

- 1.1 Product Literature must be submitted with bid.
- 1.2 Warranty must be submitted with bid.
- 1.3 Shop Drawings: Include detailed shop drawings upon receipt of purchase order.
- 1.4 Engineering: Provide sealed professional engineering drawings upon request.

PART 2 - QUALITY ASSURANCE

- 2.1 Manufacturer: Sapa Extrusions (REDD Team), 248 W. Greene St., Magnolia, Arkansas 71754. Call toll free: 1-800-779-5509. Fax 1-866-840-4566. Find our web site at <http://www.reddteam.com> or e-mail us at AAR-ReddTeamCustomerService@sapagroup.com. Any alternate manufacturer must be approved prior to bid opening.
- 2.2 All components shall be universal so that a ramp system can be relocated and assembled into many different configurations.
- 2.3 Design of the aluminum members shall conform to the Current Edition of the Aluminum Association Specifications and Guidelines for Aluminum Structures.
- 2.4 Aluminum welding shall be in accordance with the ANSI/AWS D1.2-97 gas metal arc welding process and shall be performed by experienced operators.
- 2.5 All exposed surfaces shall be smooth and free of sharp or jagged edges.
- 2.6 Warranty: Sapa Extrusions Inc. (REDD Team), warrants its products to be free from defects in material and workmanship in the course of manufacturing for a period of one year beginning at date of delivery of product. This warranty excludes any defects resulting from abnormal use in installation, service, accidental or intentional damage or any occurrences beyond the manufacturer's control.

PART 3 - PRODUCTS

3.1 RAMP SECTIONS

3.1.1 Engineering

- a. Ramp Sections shall be designed for a minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds distributed uniformly over an area of 1 square foot.

3.1.2 Materials

3.1.3 Design

- a. Ramp sections shall be prefabricated in typical 6', 8' and 10' lengths. Custom lengths shall be fabricated as requested.
- b. All ramp sections shall be designed for variable heights and slopes.
- c. Ramp walking surface width shall be:
 36 inches 48 inches 60 inches Other
- d. The walking surface of the ramp shall be continuous, without gaps, and shall be 1 ½ inch X 6 inch and/or 1 ½ inch X 8 inch self mating aluminum deck with extruded slip resistant surface. Coefficient of friction shall be .93.
- e. All ramp sections shall have a 3" minimum curb or toe plate.

3.2 LANDINGS

3.2.1 Engineering

- a. Landings shall be designed for a minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds distributed uniformly over an area of 1 square foot.

3.2.2 Materials

- a. Landings shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.

3.2.3 Design

- a. Landings shall be prefabricated in typical 5'-4" X 5'-4" sections. Larger sizes will be fabricated as required by local codes and for specific applications as indicated on drawings.
- b. Landings shall be designed for variable heights.
- c. The walking surface of the landing shall be continuous, without gaps, and shall be 1 ½" X 6 inch and/or 1 ½" X 8" self mating aluminum deck with extruded slip resistant surface.

3.3 LEGS

3.3.1 Engineering

- a. The legs shall be designed to support the ramp and landing sections. (See sections 3.1.1.a & 3.2.1.a)

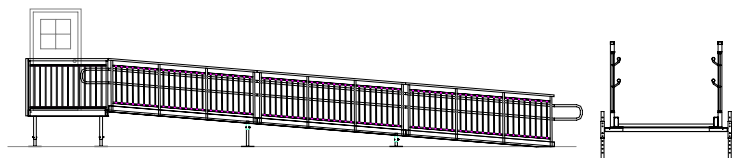
3.3.2 Materials

- a. Legs shall be all aluminum construction alloy 6061-T6.
- b. All fasteners shall be grade 304 stainless steel.

3.3.3 Design

- a. The legs shall telescope and allow for height and slope adjustments. The legs shall be designed so that they will be perpendicular to the ground and vertical loads are transmitted axially through them regardless of the slope.
- b. All legs shall be through bolted using stainless steel bolts grade 304.
- c. All legs shall have ¼" X 6" X 10" pads.

3.4 42" TALL VERTICAL PICKET GUARDRAILS WITH 34" AND OPTIONAL 23" HANDRAILS



a. Ramp Sections shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.

3.4.1 Engineering

- Guardrails and handrails shall be designed to resist a single concentrated load of 200 pounds applied at any point and in any direction at the top of the guardrail or handrail and to transfer this load through the supports to the structure.
- Guardrails shall be designed and constructed to resist a load of 50 pounds per linear foot applied horizontally at the required guardrail height and a simultaneous load of 100 pounds per linear foot applied vertically downward at the top of the guardrail.
- Guardrails shall be designed and constructed to resist a 200 pound concentrated horizontal load applied over a one square foot area at any point in the system. Note: The loading of 3.4.1.a, 3.4.1.b and 3.4.1.c shall not be applied simultaneously.
- Handrails shall be designed and constructed to resist a load of 50 lbs per linear foot applied in any direction. Note: The loading conditions of 3.4.1.a and 3.4.1.d shall not be applied simultaneously.

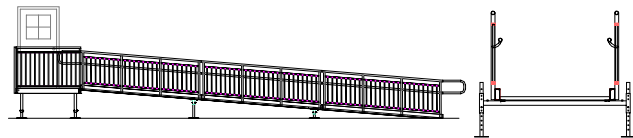
3.4.2 Materials

a. All handrail and guardrail shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

3.4.3 Design

- Handrail gripping surface shall be smooth and continuous throughout ramp sections and landings.
- The upper handrail shall be 1 ¼" schedule 40 pipe. The top of the upper handrail shall be placed 34" above the walking surface.
- Optional lower handrail shall be 1 ¼" schedule 40 pipe. The top of the lower handrail shall be 23" above the walking surface.
- Guardrails shall form a protective barrier of a minimum of 42" high. Guardrails shall be designed such that a 4" sphere cannot pass through any opening.

3.5 34" OR 38" TALL VERTICAL PICKET HANDRAILS WITH OPTIONAL 26" HANDRAILS



3.5.1 Engineering

- Guardrails and handrails shall be designed to resist a single concentrated load of 200 pounds applied at any point and in any direction at the top of the guardrail or handrail and to transfer this load through the supports to the structure.
- Guardrails shall be designed and constructed to resist a load of 50 pounds per linear foot applied horizontally at the required guardrail height and a simultaneous load of 100 pounds per linear foot applied vertically downward at the top of the guardrail.

c. Guardrails shall be designed and constructed to resist a 200 pound concentrated horizontal load applied over a one square foot area at any point in the system. Note: The above loading shall not be applied simultaneously.

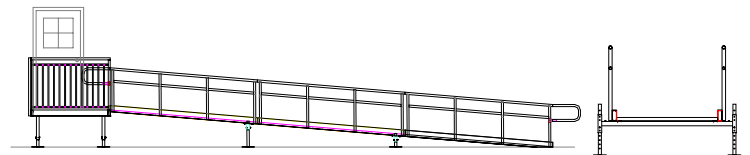
3.5.2 Materials

a. All Handrails and Guardrails shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

3.5.3 Design

- Handrail gripping surface shall be smooth and continuous throughout ramp sections and landings.
- The upper handrail (top cap) shall be 1 ¼" schedule 40 pipe. The top of the upper handrail shall be placed 34" or 38" above the walking surface.
- Optional lower handrail shall be 1 ¼" schedule 40 pipe. The top of the lower handrail shall be 26" above the walking surface.
- Handrails shall form a protective barrier of a minimum of 34" or 38" high. Handrails shall be designed such that a 4" sphere cannot pass through any opening.

3.6 34" OR 38" TALL TWO LINE HANDRAILS



3.6.1 Engineering

a. Two Line Handrails shall be designed to resist a concentrated load of 200 pounds applied at any point and in any direction. Handrails shall also be designed to resist a load of 50 pounds per linear foot in any direction. Note: The above loadings shall not be applied simultaneously.

3.6.2 Materials

a. All Handrails shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

3.6.3 Design

- Handrail gripping surface shall be smooth and continuous throughout ramp sections.
- Handrails shall be 1 ¼" schedule 40 pipe. The top of the handrail shall be placed 34" or 38" above the walking surface.

3.7 FINISHING

a. Handrails and Guardrails shall be mill finish.

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Sapa Extrusions, (REDD Team)

248 W. Greene St. ♦ MAGNOLIA, ARKANSAS 71754

CALL 1-800-779-5509 ♦ Fax: 1-866-840-4566



Aluminum access solutions

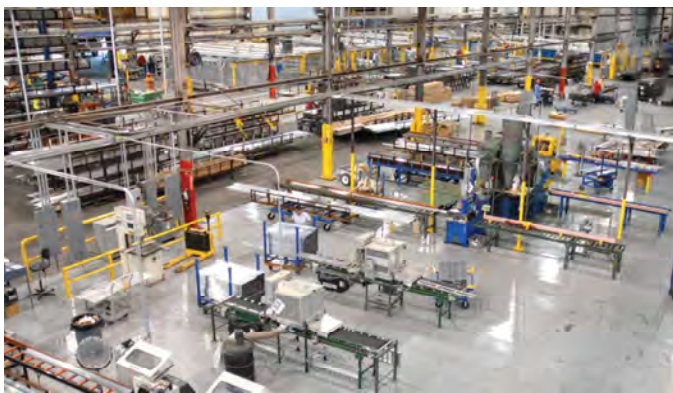
All aluminum
access systems



OUR MISSION

We live our values and measure our success by the success of our customers, shareholders, communities and people. We support our customer's success by creating exceptional value through innovative products and service solutions.

Hydro, home of REDD Team, is the industry leader in aluminum fabrication for commercial and municipal accessibility applications. Hydro's Research and Development capabilities, combined with over 100 years of experience in the aluminum industry, bring the ability to provide superior service and solutions for our customers. Call or visit us online to see how Hydro can begin serving you.



OUR SERVICE

Hydro is a nationwide aluminum extruder and custom fabricator. From our facility in Delhi, Louisiana, we offer REDD Team access solutions in both custom and stock configurations. Our total service package provides engineering and design support for all your site needs, with fast and efficient delivery to virtually any location in the country. Professional customer service representatives support the system by looking after common needs as well as detailed solutions. Our people and our systems are totally dedicated to serving our clients.



OUR PRODUCT

REDD Team is the brand most chosen by the professional installer. Ease of installation, safety and overall durability are just some of the key features value-engineered into each of our products.

Our clients appreciate the fact that all of our products are available in both standard and custom configurations.

PRODUCT QUALITY

Performance and Durability—Every REDD Team product is engineered to exacting standards and mechanically tested to ensure a long lasting, maintenance-free, product. Safety, cleaning and ease of installation are just a few of the features value engineered into each of our product categories. To prevent any type of discoloration or performance issues, only the finest stainless steel fasteners are used to secure our products.



ADVANTAGES OF ALUMINUM

Aluminum is lightweight, durable and corrosion resistant. Aluminum alloys can exhibit the same strength as many structural steels, but at a third of the weight. Unlike other metals, aluminum will never rust. The unique properties of aluminum make it the ideal choice for construction applications.

Aluminum is 100% recyclable and environmentally friendly. It is one of the most plentiful elements on earth. The demand and usage of aluminum will continue to rise as reduced energy consumption becomes increasingly more vital to our environment. Choosing aluminum is a choice for the environment.

Code Compliant Stairs

OSHA and General Code

GENERAL CODE STEPS

- All aluminum construction
- Landing and stairs designed for 100 psf live load and a concentrated load of 300 lbs.
- Hand/Guard rails designed for 200 lbs. force applied at any point along top of rail
- Welding is performed in accordance with ANSI/AWS D 1.2-97 GMAW process by experienced operators
- Assembles in less than 15 minutes
- All components are universal to be relocated and assembled for doorway at either side of building
- Slip-resistant self-draining interlocking aluminum deck



Dura-Grip™ General Code Steps
(28", 35", 42", 49")

OSHA GRADE STEPS

- All aluminum construction
- Landing and stairs designed for 100 psf live load and a concentrated load of 300 lbs.
- Hand/Guard rails designed for 200 lbs. force applied at any point along top of rail

- Welding is performed in accordance with ANSI/AWS D 1.2-97 GMAW process by experienced operators
- Assembles in less than 10 minutes
- All components are universal to be relocated and assembled for doorway at either side of building
- Slip-resistant self-draining interlocking aluminum deck



Dura-Grip™ OSHA Code Steps
(14", 25.5", 28", 34", 35")



OSHA Code Flex Step
(28"/35" or 42"/49")



OSHA Code Fixed Step
(30")



- Slip-resistant Dura-Grip™ deck
- Independently adjustable legs
- No painting or corrosion
- Long life-cycle
- Minimal parts and maintenance free
- ADA ramps and platforms also available

Ramps & Stairs

Universal Access Products

MULTIPLE APPLICATIONS

- Portable classrooms
- Site built retrofits and new construction
- Temporary office buildings
- Industrial and commercial buildings
- Multiple story site or prefabricated buildings
- Walkways between buildings

- All aluminum construction
- Reconfigurable
- Recyclable
- 1 year warranty
- Code Compliance - ADA, IBC, UBC, BOCA, SBC, SREF, Life Safety 101

OTHER ACCESS SYSTEMS ARE HIGH MAINTENANCE AND MAY NOT MEET ADA AND LOCAL BUILDING CODES

- Wood access systems are high maintenance; they warp, rot, splinter and have nails or screws that can become hazardous
- Steel is heavy and difficult to maneuver, it rusts and will need sanding and repainting
- Concrete uses heavy equipment to set or relocate with a higher installation cost and requires more space between buildings

The right choice is REDD Team Aluminum products. The Universal Ramp and Stair Systems provide safety with a valuable cost savings over the life of the system. You save every time you need to install, move or reconfigure your modular buildings.



Pedestrian Bridges & Gangways

IDEAL FOR CAMPUS FACILITIES AND PUBLIC WORKS

- Designed for safety
- Experience with all levels of government
- Will assist with specification decisions

GOLF COURSES, PARKS AND RECREATION

- Choice of handrail designs
- Choice of decking
- Custom designed for load requirements
- Meets state and federal codes

ALUMINUM DECKING OPTIONS

- Slip-resistant aluminum
- Wood polymer composite
- Other

GANGWAYS

- Easy access to water for disabled citizens and children
- Fast installation
- Fast lead times
- Custom designed and engineered
- One-year warranty



- Slip-resistant Dura-Grip™ deck
- Independently adjustable legs
- No painting or corrosion
- Long life-cycle
- Minimal parts and maintenance free
- ADA ramps and platforms also available



Viewing Platforms, Stair Towers & Trailer Steps

VIEWING PLATFORMS

- Long life cycle
- Simple installation
- Code compliant

STAIR TOWERS

- Custom designed and engineered
- Strong and durable
- Slip resistant aluminum

TRAILER STEPS

- Very long life cycle
- Lightweight
- Strong and durable
- Slip resistant

- Maintenance-free aluminum
- Pre-engineered
- Smooth continuous handrails
- Choice of slip resistant decking



Why REDD Team?



PRODUCT QUALITY

PRODUCT QUALITY

Every REDD Team aluminum access product is engineered to exacting standards and mechanically tested to ensure a long-lasting, maintenance free product.



SUPERIOR SERVICE

SUPERIOR SURFACE

Our total service package provides engineering and design support for all your site needs, with fast and efficient delivery to virtually any location in the country.



EASE OF INSTALLATION

EASE OF INSTALLATION

At one-third the weight of steel, aluminum offers easy transportation and installation on the site. Our aluminum ramps and stairs arrive pre-built for fast and easy installation.



CUSTOM SOLUTIONS

CUSTOM SOLUTIONS

Our decades of experience means REDD Team can offer solutions for nearly virtually all access requirements. Custom access solutions are also available.



Hydro
125 Superior Drive Delhi, LA 71232
Phone: 1-800-648-3696
E-mail: del_reddteam.us@hydro.com

www.reddteam.com



Of US and global materials



Information and specifications herein subject to change without notice

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Rev. 2/20

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 25 Months 3

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of Virginia	9 years	575 Alderman Charlottesville, Va	Raleigh Rouso 434-924 9600
NVCC	24 months	300 Arboretum PL Richmond, Va	Mary Coughlin (703) 323-3856
Albemarle County Public Schools	5 years	401 McIntire Rd Charlottesville, Va	Matt Wertman (434) 975-9340
University Of Va Wise	5 years	1 College Rd. Wise , Va	Joe Kiser (276) 328-0143
Va Tech	1 year	College of Agri. & Life Science Blacksburg, Virginia 24061	Emily Carroll 540 744 5282

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

Kemp Norman ASM PO Box 8302 Richmond, Va 23226

Chris Brown Regional Sales Manager 717 Constitution Dr Suite 100, Exton, PA 19341

Jody Werner VP Sales 728 Three Sisters Rd, Knightdale, NC 27545

Tim Williams Operations Mgr. 728 Three Sisters Rd, Knightdale, NC 27545

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

[] YES [x] NO

IF YES, EXPLAIN: _____

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

Procurement Name and Number: RFP# DKM-1246 _____

Date Form Completed: _____

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

Offeror / Proposer:
 BOXX Modular

728 Three Sister Rd . Raleigh NC

Kemp Norman 804 441 2040

 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)
Va Modular	Ken Mueller 804 240 7793		Set up Contractor	500K	500K
MGP Construction	Matt Potter 410-808-1548		Set Up Contactor	100K	100K
Clarkes Electric	Allan Palmer 804 370 8957	683181	Electrician	100K	100K
Anoia and Associates	David Voorhees (757) 410-1972	721721	Contractor	100K	100K

(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

THIS DRAWING PREPARED FOR:

35" GENERAL CODE ACCESS STAIR SYSTEM

THIS DRAWING PREPARED BY:

HYDRO
REDD Team
Delhi, Louisiana
1-800-779-5509

PRODUCT REQUESTED:
ALUMINUM STAIR SYSTEM
WITH 42" HIGH VERTICAL PICKET RAILS

CONTRACTOR/PURCHASER IS RESPONSIBLE FOR VERIFYING LAYOUT AS WELL AS ANY CRITICAL DIMENSIONS & THRESHOLD ELEVATIONS PRIOR TO FABRICATION.
A SIGNED AND DATED APPROVAL IS REQUIRED TO BEGIN PRODUCTION.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE REVIEWED ALL CRITICAL INFORMATION THAT IS LISTED WITHIN THIS DOCUMENT AND ASSUME RESPONSIBILITY FOR ANY VARIANCES ON SITE.

DATE _____
SIGNATURE _____

GENERAL NOTES:

1. ALUMINUM RAMP, LANDING AND STAIR SECTIONS SHALL BE A RIGID, FREE-SPAN DESIGN.
2. DESIGN OF THE ALUMINUM STRUCTURES SHALL CONFORM TO THE CURRENT EDITION OF THE ALUMINUM ASSOCIATION SPECIFICATIONS AND GUIDELINES FOR ALUMINUM STRUCTURES.
3. ALL ALUMINUM CONSTRUCTION USING 6000 SERIES ALUMINUM ALLOYS. STRUCTURAL MEMBERS TO BE 6061-T6, 6063-T6 AND 6005-T5 ALUMINUM ALLOY.
4. ALUMINUM WILL BE STANDARD MILL FINISH UNLESS OTHERWISE NOTED.
5. WELDING SHALL BE IN ACCORDANCE WITH ANSI/AWS D1.2/D1.2M-2014 GAS METAL ARC WELDING (GMAW) PROCESS BY EXPERIENCED OPERATORS.
6. ALL FASTENERS TO BE 18-8 (SERIES 304) STAINLESS STEEL UNLESS OTHERWISE NOTED.
7. LANDING, RAMP AND STAIR SECTIONS ARE TO BE ENGINEERED FOR A 100 PSF LIVE LOAD.
8. LANDING AND RAMP WALKING SURFACES SHALL BE DESIGNED FOR A MINIMUM CONCENTRATED VERTICAL LOAD OF 300 LBS APPLIED EVENLY OVER A 12" x 12" AREA. STAIR TREADS SHALL BE DESIGNED TO WITHSTAND A MINIMUM CONCENTRATED LOAD OF 300 LBS OVER A 4 SQUARE INCH AREA.
9. RAMP AND LANDING GUARDRAILS TO BE 42 INCH MINIMUM HEIGHT UNLESS OTHERWISE SPECIFIED. (34 AND 38 INCH TWO-LINE RAMP RAILS AND 34 AND 38 INCH VERTICAL PICKET RAMP RAILS AS WELL AS CUSTOM DESIGN RAMP RAILS AVAILABLE UPON REQUEST FOR SYSTEMS NO MORE THAN 30 INCHES ABOVE FINISHED GROUND LEVEL.)
10. HANDRAIL ASSEMBLIES AND GUARDRAILS SHALL BE DESIGNED TO RESIST A LOAD OF 50 PLF APPLIED IN ANY DIRECTION AT THE TOP OF THE RAIL.
11. HANDRAIL ASSEMBLIES AND GUARDRAILS SHALL BE ABLE TO RESIST A SINGLE CONCENTRATED LOAD OF 200 LBS, APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP OF THE RAIL. THIS LOAD NEED NOT BE ASSUMED TO ACT CONCURRENTLY WITH THE LOADS SPECIFIED IN THE PRECEDING PARAGRAPH.
12. INTERMEDIATE RAILS (ALL THOSE EXCEPT HANDRAILS), BALUSTERS AND PANEL FILLERS SHALL BE DESIGNED TO WITHSTAND A HORIZONTALLY APPLIED NORMAL LOAD OF 50 LBS ON AN AREA EQUAL TO 1 SQUARE FOOT, INCLUDING OPENINGS AND SPACE BETWEEN RAILS.
13. GUARDRAIL SYSTEMS SHALL BE DESIGNED SO THAT A 4 (FOUR) INCH SPHERE CANNOT PASS THROUGH ANY OPENING.
14. DECK SURFACE SHALL BE A SLIP RESISTANT, EXTRUDED ALUMINUM DECKING WITH A TRIPLE I-BEAM, SELF-MATING DESIGN.
15. ALL SURFACES, MEMBERS AND THEIR WELDED JOINTS SHALL BE SMOOTH AND FREE FROM SHARP OR JAGGED EDGES.
16. ALL DESIGNS SHOWN HEREIN ARE SUBJECT TO CHANGE PENDING FIELD VERIFICATION OF EXISTING CONDITIONS.

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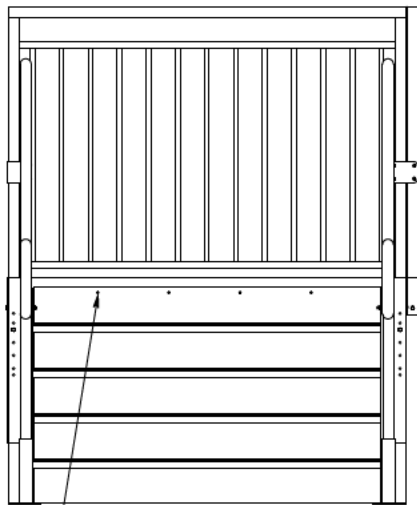
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1800779-5509
1800779-5509
1800779-5509



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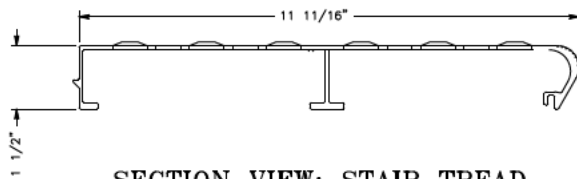
35" GENERAL CODE
ACCESS STAIR SYSTEM
ALUMINUM ACCESS STAIR SYSTEM
WITH 42" HIGH VERTICAL PICKET GUARDRAIL

DATE: 2/4/2019
SCALE: AS SHOWN
BY: JTB
CHECKED BY: JTB
APPROVED BY: JTB
PROJECT NUMBER: 1800779-5509
COVER



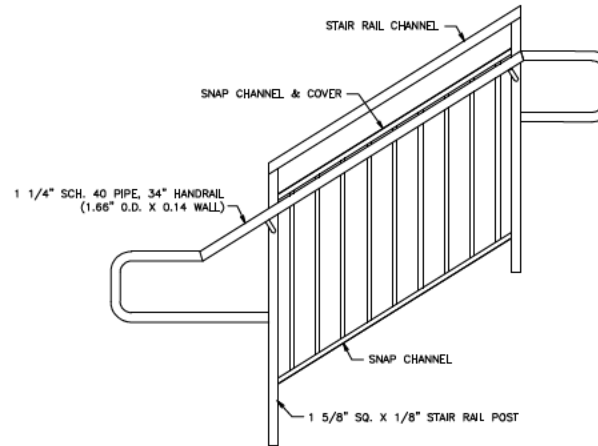
FRONT VIEW: 5 RISER STAIR

WITH VERTICAL PICKET RAILING
SCALE: NTS



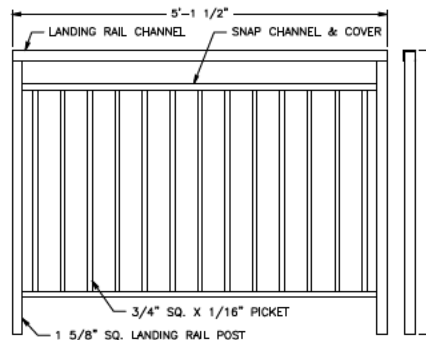
SECTION VIEW: STAIR TREAD

SCALE: NTS



5 RISER GEN CODE STAIR RAIL

WITH VERTICAL PICKET RAILING
SCALE: NTS



GEN CODE LANDING RAIL

WITH VERTICAL PICKET RAILING
SCALE: NTS

Specialty Aluminum Products, Inc.
10000 Highway 101
Houston, TX 77032
Phone: (281) 416-1100
Fax: (281) 416-1101

HYDRO
10000 Highway 101
Houston, TX 77032
Phone: (281) 416-1100
Fax: (281) 416-1101

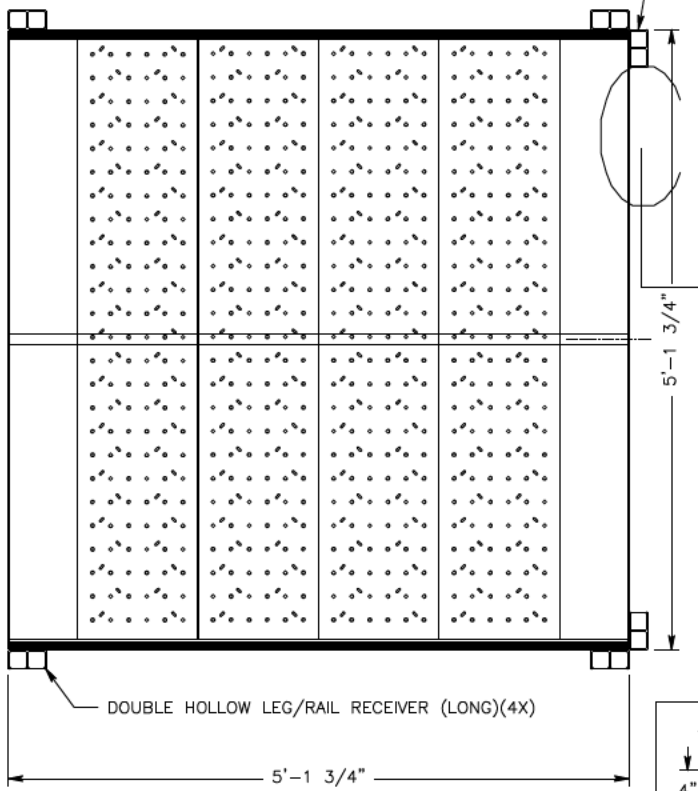


FOR QUOTATION
PURPOSES ONLY

35" GENERAL CODE
ACCESS STAIR SYSTEM
ALUMINUM ACCESS STAIR SYSTEM
WITH 42" HIGH VERTICAL PICKET GUARDRAIL

DATE: 3/4/2019
BY: [Signature]
CHECKED: [Signature]
SCALE: 1/8" = 1'-0"
DRAWN BY: TMB
PROJECT NO: [Blank]
SHEET NUMBER: 02

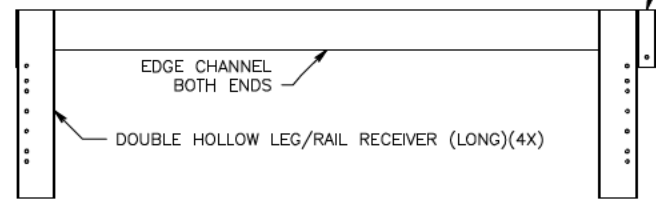
DOUBLE HOLLOW RAIL RECEIVER (SHORT)(2X)



PLAN VIEW: GEN CODE LANDING

SCALE: NTS

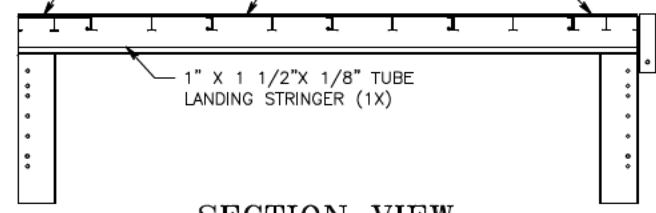
DOUBLE HOLLOW RAIL RECEIVER (SHORT)(2X)



ELEVATION VIEW

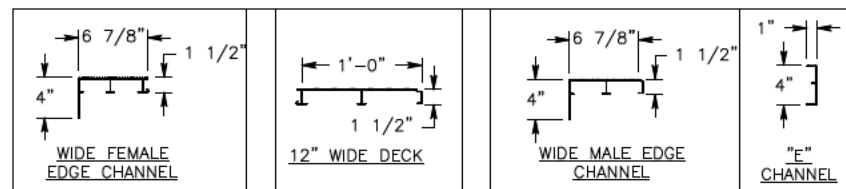
SCALE: NTS

WIDE MALE EDGE CHANNEL (1X)
 12" WIDE DECK (4X)
 WIDE FEMALE/EDGE CHANNEL (1X)



SECTION VIEW

SCALE: NTS



Specialty Aluminum Products, Inc.
 10000 S. 10th Street, Suite 100
 Dallas, TX 75231
 Phone: (972) 754-5109
 Fax: (972) 754-5006

Hydro

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35" GENERAL CODE ACCESS STAIR SYSTEM ALUMINUM ACCESS STAIR SYSTEM WITH 42" HIGH VERTICAL PICKET GUARDRAIL

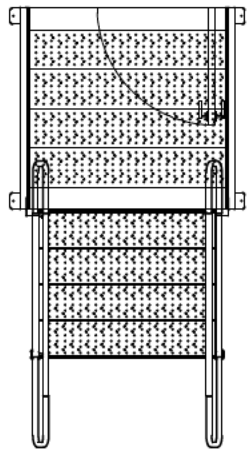
3/4/2019

35 EC Legend

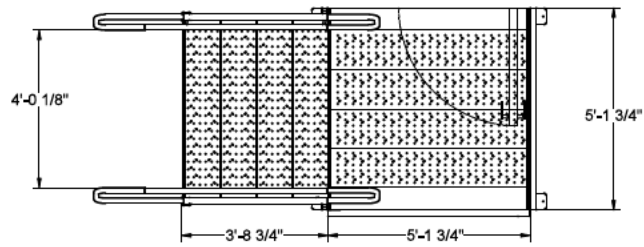
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TMB

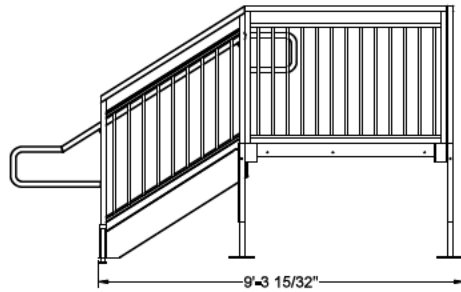
03



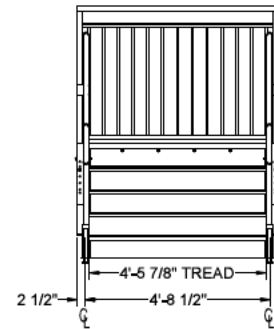
STRAIGHT ON APPROACH PLAN VIEW



SIDE APPROACH PLAN VIEW



ELEVATION VIEW



35" GENERAL CODE

Hydro is a registered provider of continuing education for the design and construction professions. This document is intended to provide continuing education for the design and construction professions.

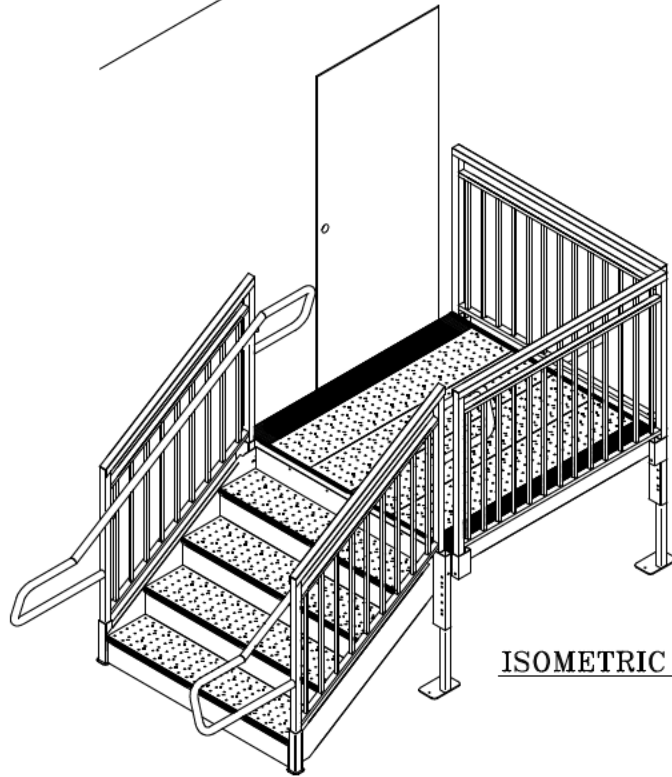
HYDRO
 13805 7th St. Suite 100
 Dallas, TX 75243
 Phone: (972) 776-5109
 Fax: (972) 776-5006



FOR QUOTATION
 PURPOSES ONLY

35" GENERAL CODE
 ACCESS STAIR SYSTEM
 ALUMINUM ACCESS STAIR SYSTEM
 WITH 42" HIGH VERTICAL PICKET GUARDRAIL

DATE: 3/4/2019
 TIME: 10:58:10 AM
 USER: JTB
 PROJECT: 10000000000000000000
 SHEET NUMBER: 04



ISOMETRIC VIEW

TYPICAL 5 RISER OSHA STAIRWAY

ONE 4 RISER STAIRWAY WITH VERTICAL PICKET RAILING & ONE 5'-1 3/4" X 5'-1 3/4" LANDING
SCALE: NTS

Hydro is not responsible for the design, installation, or use of the equipment. The user must follow the manufacturer's instructions and safety guidelines.

HYDRO
1100 S. Loop West
Dallas, TX 75211
Phone: (972) 776-5109
Fax: (972) 776-5006



FOR QUOTATION
PURPOSES ONLY

35" GENERAL CODE
ACCESS STAIR SYSTEM
ALUMINUM ACCESS STAIR SYSTEM
WITH 42" HIGH VERTICAL PICKET GUARDRAIL

DATE	2/1/2019
BY	
CHKD BY	
APP'D BY	
SCALE	NTS
PROJECT NO.	
ISSUE NO.	05

REDD TEAM DELHI, LA

BY: HYDRO (REDD Team)
DELHI, LOUISIANA

1-800-779-5509

RE: URS RAMP ACCESS SYSTEM WITH 42/34 VERTICAL PICKET RAILS



TABLE OF CONTENTS

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COVER SHEET & NOTES	COVER
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COMPONENT DETAILS	1-4
LEG CONNECTION DETAIL	5

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10. HANDRAIL ASSEMBLIES AND GUARDRAILS SHALL BE DESIGNED TO RESIST A LOAD OF 50 PLF APPLIED IN ANY DIRECTION AT THE TOP OF THE RAIL.
11. HANDRAIL ASSEMBLIES AND GUARDRAILS SHALL BE ABLE TO RESIST A SINGLE CONCENTRATED LOAD OF 200 LBS, APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP OF THE RAIL. THIS LOAD NEED NOT BE ASSUMED TO ACT CONCURRENTLY WITH THE LOADS SPECIFIED IN THE PRECEDING PARAGRAPH.
12. INTERMEDIATE RAILS (ALL THOSE EXCEPT HANDRAILS), BALUSTERS AND PANEL FILLERS SHALL BE DESIGNED TO WITHSTAND A HORIZONTALLY APPLIED NORMAL LOAD OF 50 LBS ON AN AREA EQUAL TO 1 SQUARE FOOT, INCLUDING OPENINGS AND SPACE BETWEEN RAILS.
13. DECK SURFACE SHALL BE A SLIP RESISTANT, EXTRUDED ALUMINUM DECKING WITH A TRIPLE I-BEAM, SELF-MATING DESIGN.
14. ALL SURFACES, MEMBERS AND THEIR WELDED JOINTS SHALL BE SMOOTH AND FREE FROM SHARP OR JAGGED EDGES.

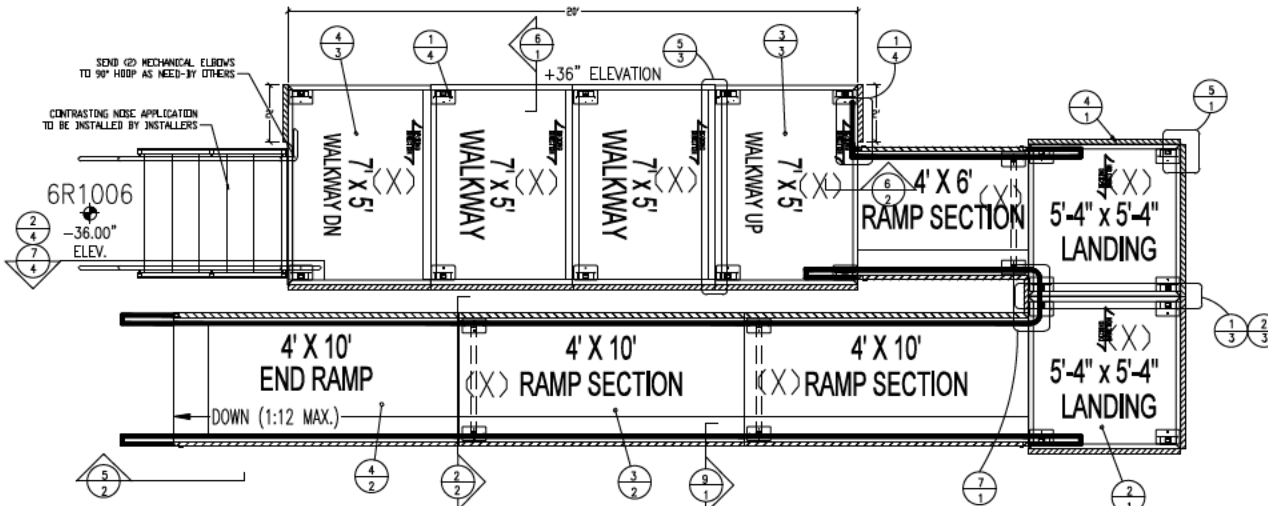
THIS IS A PRELIMINARY DESIGN. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY, OR FOR ANY COSTS INCURRED BY ANY PARTY IN CONNECTION WITH THIS DESIGN.

HYDRO
1800-779-5509
1800-779-5509
1800-779-5509



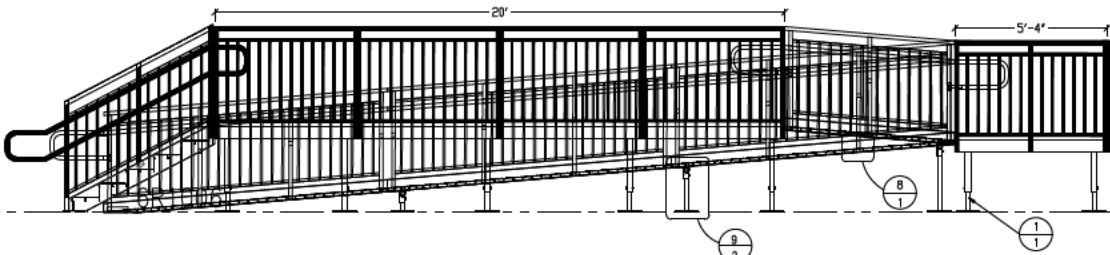
REDD TEAM
DELHI, LA
ALUMINUM ACCESS RAMP SYSTEM
WITH 42" VERTICAL PICKET GUARDRAIL

DATE: 5/7/2019
BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1" = 0'
PROJECT: [Signature]
DRAWING NUMBER: [Signature]
LAYOUT



ANCHOR LOCATIONS SHOWN BY (X) ON PLAN VIEW

42/34 VP RAMP SYSTEM ACCESS PLAN VIEW

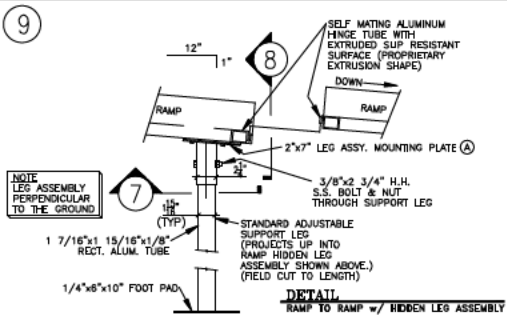
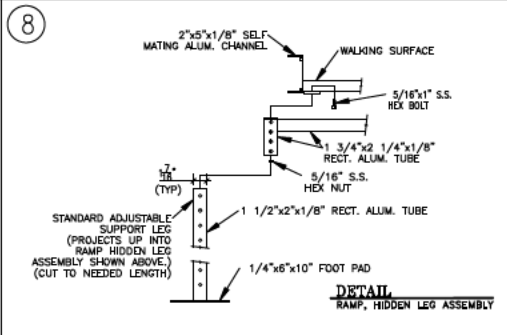
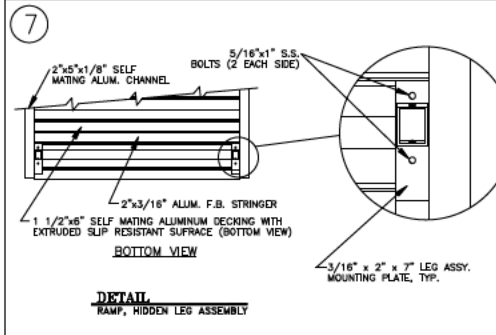
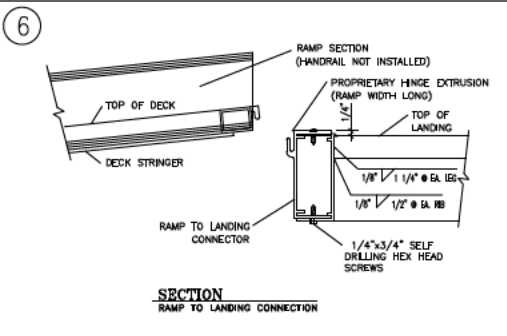
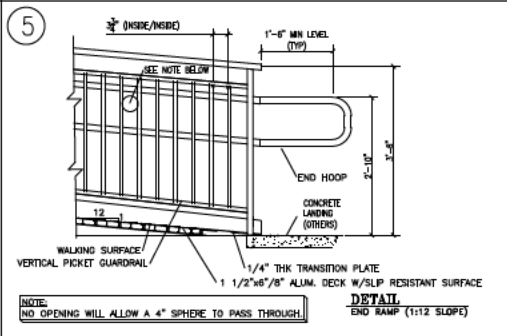
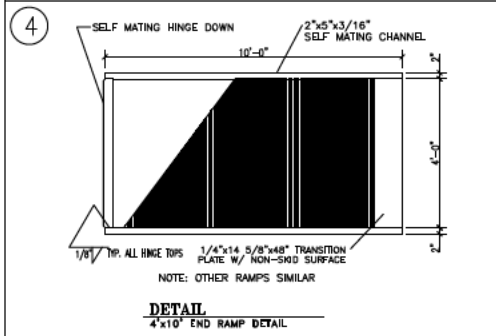
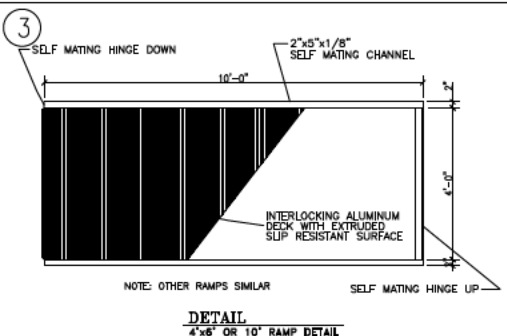
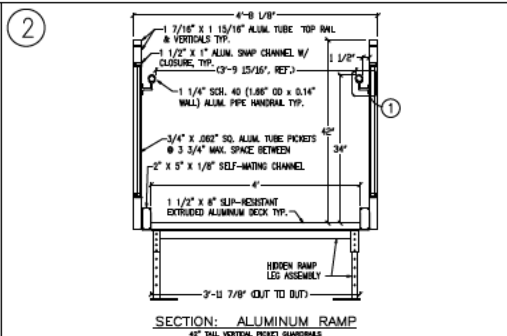
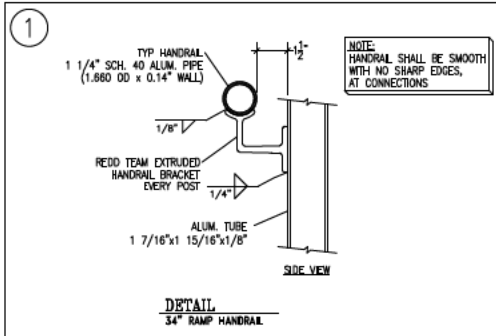


42/34 VP RAMP SYSTEM ACCESS ELEVATION VIEW

REID TEAM
 DELRIE, LA
 ALUMINUM ACCESS RAMP SYSTEM
 WITH 42" VERTICAL PICKET GUARDRAIL

HYDRO
 10815 Lakeview Drive
 Dallas, TX 75232
 Phone: (800) 775-5929
 Fax: (972) 818-9538

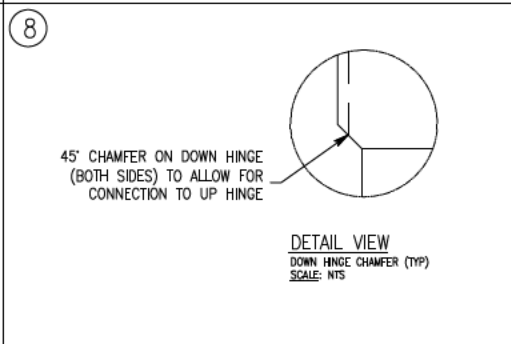
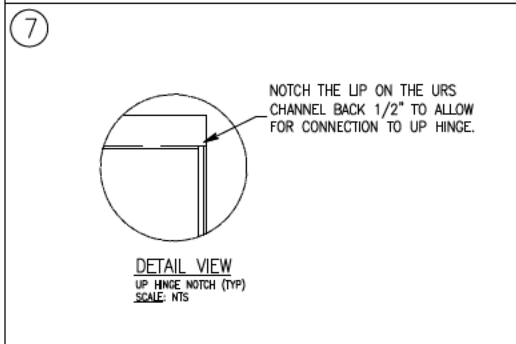
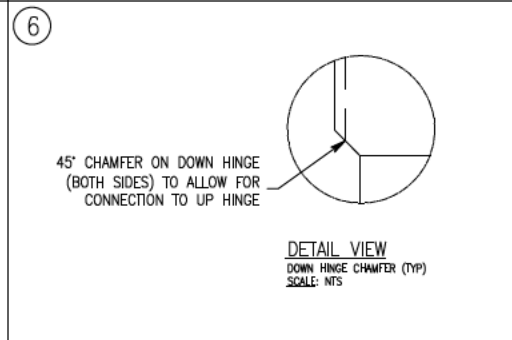
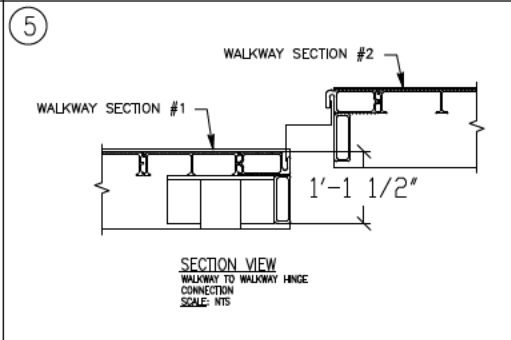
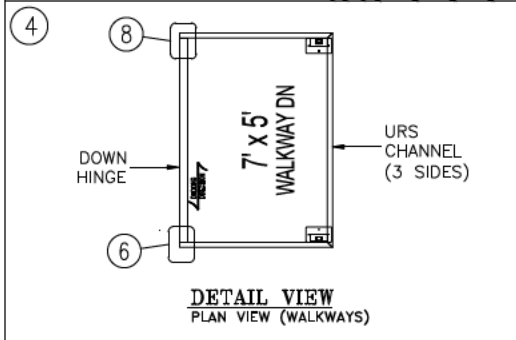
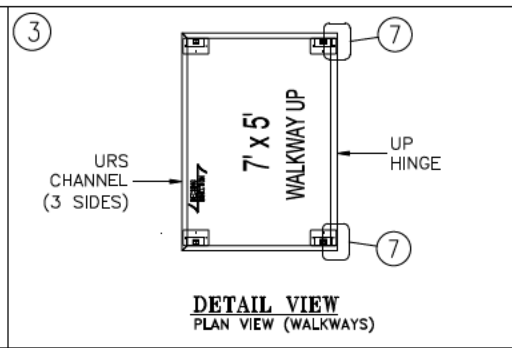
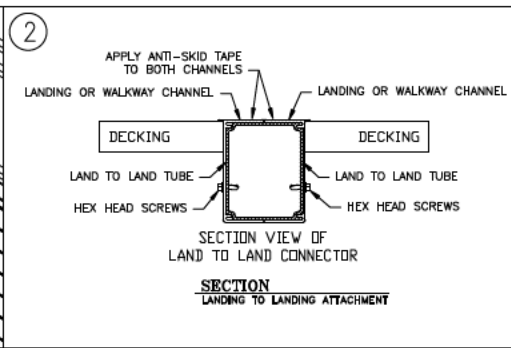
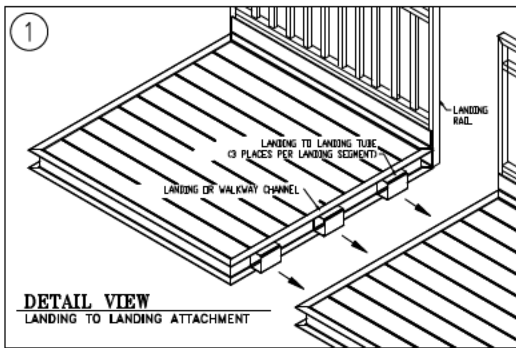
5/7/2019
 REVISION
 0
 TUB
 0027 14801
 Layout



Hydro
1800 7th Ave
Dallas, TX 75202
Phone: (800) 775-5939
Fax: (980) 341-4538



REDD TEAM
DESIGN, IA
ALUMINUM ACCESS RAMP SYSTEM
WITH 42" VERTICAL PICKET GUARDRAIL

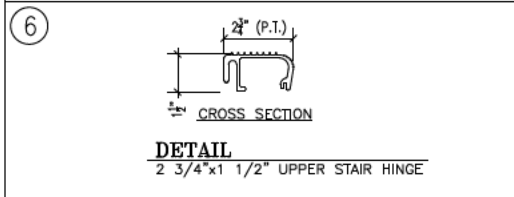
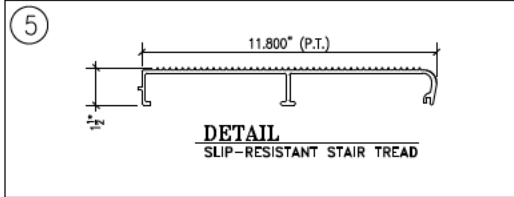
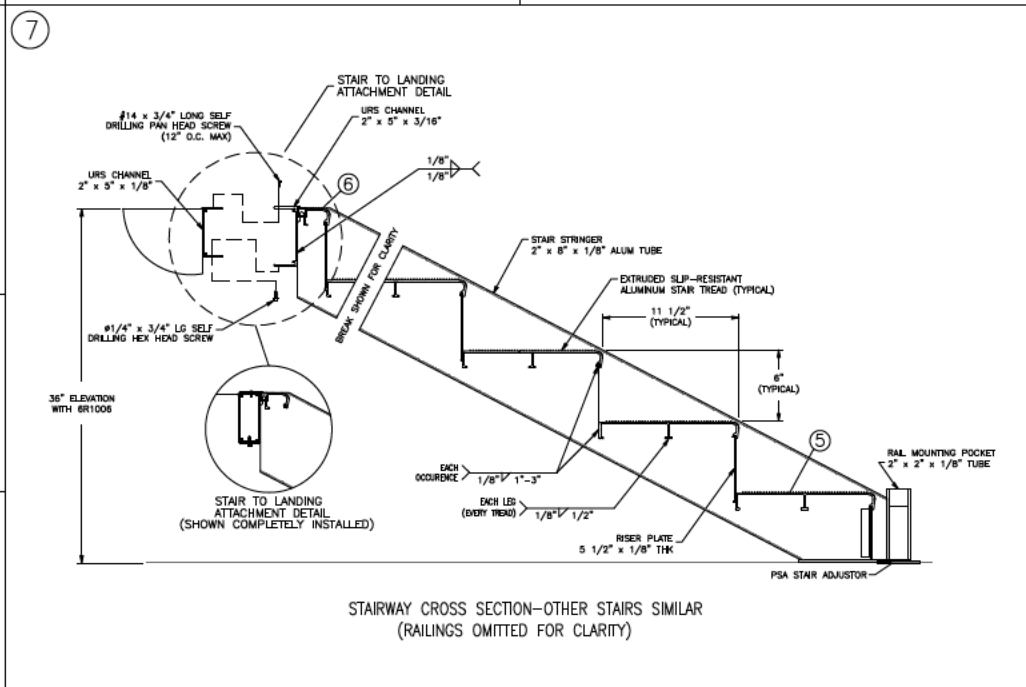
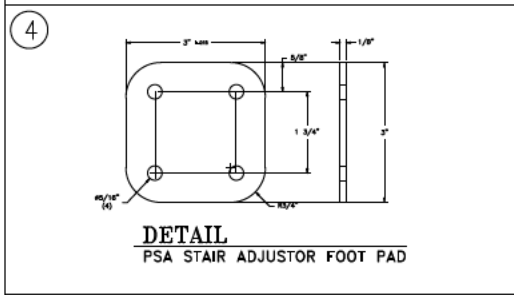
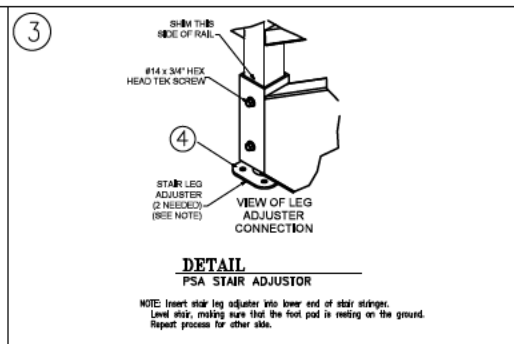
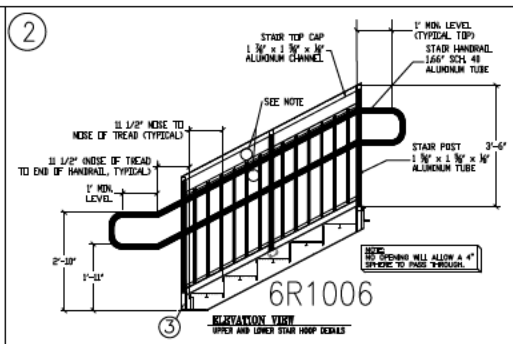
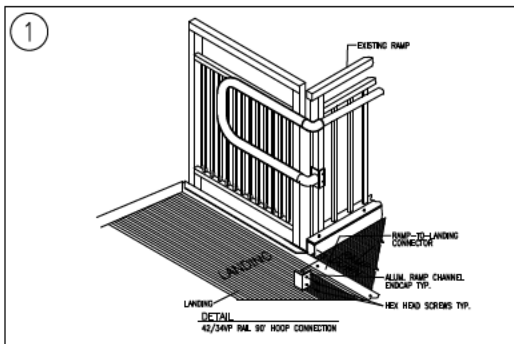


Hydro Aluminum, Inc.
12814 LBJ 71322
Phone: (800) 775-5099
Fax: (800) 241-4538

Hydro

REID TEAM
DUBLIN, IA
ALUMINUM ACCESS RAMP SYSTEM
WITH 42" VERTICAL PICKET GUARDRAIL

DATE: 5/7/2019
DRAWING NUMBER: 18-000000-00
SCALE: 1/8" = 1'-0"
TUB
SHEET NUMBER: 3



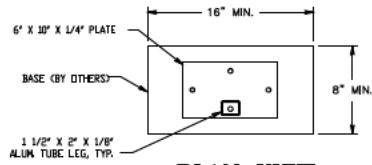
Hydro
1800 775-5099
1800 841-4558

REID TEAM
DESIGN, IA
ALUMINUM ACCESS RAMP SYSTEM
WITH 42" VERTICAL POCKET GUMDRILL

DATE: 5/7/2019
BY: []
REV: []
SCALE: 1/8" = 0"
TUBS
SHEET NUMBER: 4

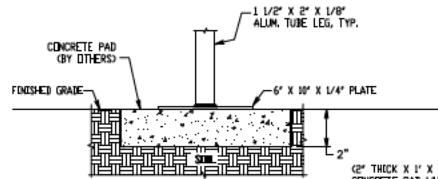
OPTIONAL BEARING METHODS
 (WHEN SOIL CONDITIONS ARE FAVORABLE, OUR 6" X 10" LEG PAD IS ACCEPTABLE FOR BEARING DIRECTLY TO THE GROUND)

1



PLAN VIEW
 LANDING LEG ATTACHMENT
 SCALE: NTS

NOTES:
 1. WHEN RAMP AND LANDING SYSTEM IS NOT ANCHORED TO BUILDING, A CONCRETE PAD 16" X 8" X 2 1/4" IS REQUIRED FLUSH WITH FINISHED GRADE.



ELEVATION VIEW

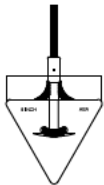
2" 6" X 10" X 1/4" CONCRETE PAD WHEN RAMP AND LANDING SYSTEM NOT ATTACHED TO BUILDING, BY OTHERS)

OPTION #1: CONCRETE BASE

LANDING LEG ATTACHMENT
 SCALE: NTS

2

ANCHOR



6" ALUMINUM ARROWHEAD EARTH ANCHOR
 356 ALUMINUM ALLOY
 HEAT TREATED TO T6 SPECS
 AMERICAN EARTH ANCHORS PART NO. 6AL-60CC OR EQUAL

CABLE CLAMPS



MIN. 3 PER ANCHOR

GALVANIZED STEEL AIRCRAFT CABLE CLAMPS
 USE AFTER LOOPING CABLE THROUGH DECK, STEP OR RAMP CROSS MEMBER

CABLE



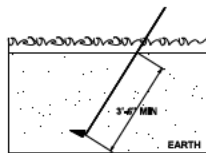
6' LENGTH OR 10' LENGTH

GALVANIZED STEEL AIRCRAFT CABLE
 DIAMETER: 1/4"
 LENGTH: 6'40" or 10'40"
 BREAKING STRENGTH: 7,000 LB

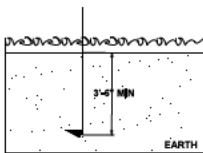
LOAD CAPACITY

PULLOUT STRENGTH AT MIN DEPT 3,5'

SOIL CLASS 1	SOIL CLASS 2	SOIL CLASS 3
HADPAN ASPHALT	SANDY GRAVEL	SILTY GRAVEL
5,000 LB 15,6 KN	3,000 LB 9,79 KN	2,000 LB 6,45 KN

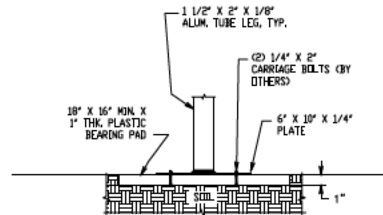


NON-VERTICAL LOAD INSTALLATION



VERTICAL LOAD INSTALLATION

NOTE: (1) ARROWHEAD EARTH ANCHOR, OR EQUIVALENT, PER SECTION WHEN NOT ATTACHED TO EXISTING BUILDING



ELEVATION VIEW

OPTION #2: PLASTIC BASE

LANDING LEG ATTACHMENT
 SCALE: NTS

Hydro
 10001775-5109
 10001775-5109
 10001775-5109

Hydro
 10001775-5109
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 10001775-5109

Hydro
 10001775-5109
 10001775-5109
 10001775-5109

ROD TEAM
 DUBLIN, VA
 ALUMINUM ACCESS RAMP SYSTEM
 WITH 42" VERTICAL PICKET GUARDRAIL

5/7/2019
 R - 0
 5

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
03-31-2027

NUMBER
2705178706

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC



BOXX MODULAR INC
3475 HIGH RIVER RD
FORT WORTH, TX 76155



James B. "Jeb" Wilkinson, Jr.
James B. "Jeb" Wilkinson, Jr., DIRECTOR

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC

NUMBER: 2705178706 EXPIRES: 03-31-2027

BOXX MODULAR INC
3475 HIGH RIVER RD
FORT WORTH, TX 76155



(FOLD)

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

DPOR-PC (02/2017)



CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)
10/30/2024

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

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

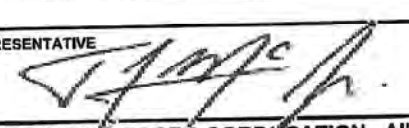
PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER B : North Pointe Insurance Company</td> <td>27740</td> </tr> <tr> <td>INSURER C : OBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Insurance Company	23043	INSURER B : North Pointe Insurance Company	27740	INSURER C : OBE Insurance Corporation	39217	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 18991057 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> Ded. \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	CGA1392523	11/1/2024	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	161000659	11/1/2024	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	1000570406-03	11/1/2024	4/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	WC2-B71-171676-014	11/1/2024	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 18991057 To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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OLD REPUBLIC SURETY COMPANY

5340 S. Quebec St., Suite 365N, Greenwood Village, Colorado 80111 | T: 303.524.3348 | F: 303.524.3349
www.orsurety.com | DenverContract@orsurety.com

May 13, 2025

RE: Boxx Modular, Inc.

Surety bond capacity reference

To Whom It May Concern:

We have found the principals and staff to be individuals of high integrity, with vast knowledge of the industry. They have the well-deserved reputation of producing a quality product in a timely and cost effective manner.

Surety bonds for Boxx Modular, Inc. are written on Old Republic Surety Company paper, since 2007, through Robertson Ryan & Associates. Old Republic Surety Company is listed in the Federal Register Circular 570 with Treasury Limits of \$8,209,000. an A+ rated company with a XV financial rating. While no specific limitations have been placed on their surety program Boxx Modular, Inc. has been approved to undertake single projects in the \$4,000,000 range, with an aggregate bonding capacity in excess of \$12,000,000.

Approval of all bonds would be based upon the size, type, location of the project, as well as favorable review of the plans, specifications, contract, bond forms, and the contractor's uncompleted work program, at the time of request. This letter is not a commitment to any party to issue any bonds.

We are proud to recommend Boxx Modular, Inc. to your firm. Should you have any additional questions or require further information on our valued client, please feel free to contact us.

Sincerely,

Vicki Price

Attorney In Fact



OLD REPUBLIC INSURANCE GROUP

OSHA Certification



34-602064299

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

PAUL LUBERTINE

PETER B. RICE

08/29/2019

Trainer Name

Date of Issue

BOXX MODULAR QUALIFICATIONS

2026
EDITION



OUR WAY IS TO
CREATE
A BETTER WAY



BOXX
MODULAR

Integrity

Quality

Service

BOXX Modular
Corporate
Overview





Committed
to Excellence

Statement of Qualifications

NAICS Codes 236210 | 236220 | 238290 | **321992** | 332311 | 531120 | 531190

Primary

DUNS #: 00-947-7733

EIN: [REDACTED]

CAGE Code: 1GPR9

GSA #47QSWA20D00Q
U.S. General Services Administration

Registered to do business in:

- AL • DE • MD • NJ • RI • WY
- AK • FL • MA • NM • SC
- AZ • GA • MS • NY • TN
- AR • IN • MO • NC • TX
- CA • IA • MT • ND • UT
- CO • KS • NE • OK • VA
- CT • LA • NV • OR • WA
- DC • ME • NH • PA • WV

Bonding Capacity

\$35,000,000 Single Limit

\$100,000,000 Aggregate



www.BOXXModular.com

Purchasing Cooperatives

TXSmartBuy

Sourcewell

Omnia Partners

TIPS

Main Office

BOXX Modular, Inc.
3475 High River Road
Fort Worth, TX 76155
(972) 492-4040 | (877) 966-7839
ussales@boxxmodular.com

Health & Safety

The personal health and safety of each worker of BOXX Modular is of primary importance. The prevention of occupationally induced injuries and illness is of such consequence that it will be given priority over operating productivity where necessary. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal health and safety, in keeping with the highest standards. We will maintain a health and safety program conforming to the best practices of organizations of this type.

To be successful, such a program must start with proper attitudes toward injury and illness prevention on the part of both supervisor and worker, but also between each worker and his or her co-workers. Only through such a cooperative effort can a program for all workers be established and preserved in their best interests. Our objective is a health and safety program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing, the best experience of operations similar to ours. Our goal is zero incidents and injuries.

The BOXX Modular health and safety program will involve the following main components:

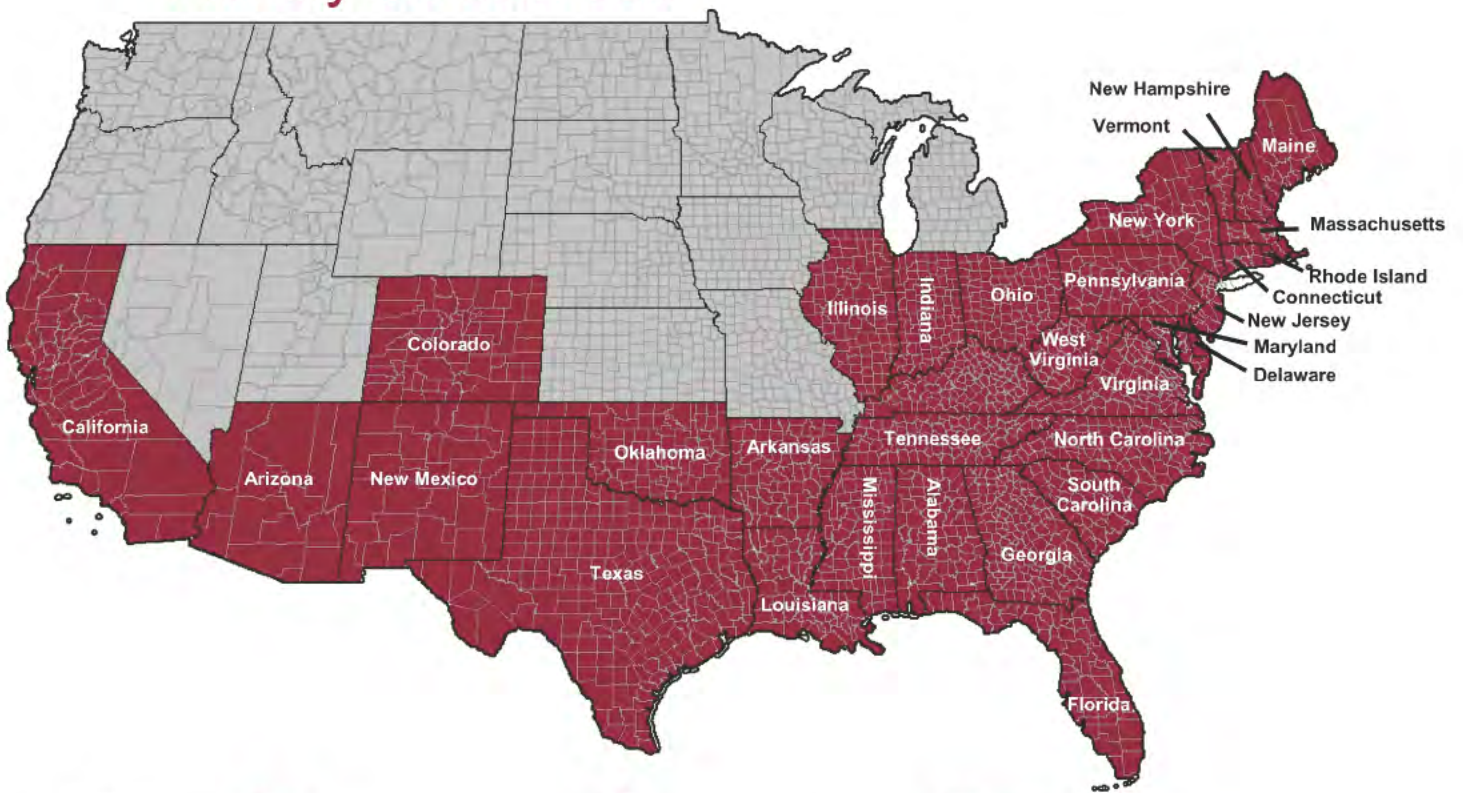
- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting a program of health and safety inspections to find and eliminate unsafe working conditions and practices, to control health hazards, and to comply fully with the health and safety standards of every job.
- Training all workers in good health and safety practices.
- Providing all necessary personal protective equipment and instruction for its use and care.
- Developing and enforcing health and safety rules and requiring that workers cooperate with these rules as a condition of employment.
- Investigating every incident, promptly and thoroughly, to find out what caused it and to correct the problem so that it will not happen again.

We recognize that the responsibilities for health and safety are shared. The employer accepts the responsibility for leadership of the health and safety program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions. Supervisors are responsible for developing the proper attitudes toward health and safety in them and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the health and safety of all personnel involved. Workers are responsible for wholehearted, genuine cooperation with all aspects of the health and safety program, including compliance with all rules and regulations, and for continually practicing health and safety while performing their duties.

Serving Diverse Markets

BOXX Modular is a premier supplier of a complete range of modular buildings and associated services to diverse markets and clients.

Primary Service Area



Sectors



Construction



Government



Disaster Relief



Mining



Education



Commercial



Utilities



Infrastructure



Healthcare



Oil & Gas



Military & Defence



Special Events



Custom

Consistent

Collaborative

BOXX Modular Projects



PROJECTS



CUSTOM OFFICES

PROJECTS



CUSTOM CLASSROOMS

Imagine

Build

Deliver



BOXX Modular About Us



BOXX
MODULAR

OUR SALES TEAM



Jody Werner
VP, MSS U.S.



Alexander Nguyen
Regional Sales Manager, SW
& Lower SE



Christopher Brown
Regional Sales Manager



Ashton House
Sales Representative - SA,
AU, S.TX

BS

Bill Simpson
Sales Representative - GA

JC

Jane Collins
Sales Representative - S, FL

JS

Jerry Schultz
Sales Representative - LA,
MS, AR

LB

Lee Burchfield
Sales Representative

RG

Robert Gebhard
Sales Representative - AZ,
CO, NM

DT

Daniel Thompson
Sales Representative, CA



Jack Dibenedetto
Consultant

JP

John Patrick
Sales Representative - AL, FL

JM

Justin McQueary
Sales Representative - NTX,
OK

RC

Robin Cummings
Sales Representative - ETX

TP

Tina Phillips
Sales Representative - TN



David J Currier Jr.
Sales Representative - ME,
NH, VT

GM

Gary Maynard
Sales Representative



James Joseph Crosby
Sales Representative - E, NC

JB

Jan Buescher
Sales Representative

JH

John Hale
Sales Representative

JS

Jules Sgavichio
Sales Representative

MC

Matthew Crockett
Sales Representative



**Susan Bourgeois
Greenberg**
Sales Representative - MA,
CT, RI

WA

Will Adams
Sales Representative - W, NC,
SC



William (Kemp) Norman
Sales Representative - VA,
WV

Kemp Norman ASM

Kemp Norman has over 20 years of experience working in the modular building industry. Kemp has an extensive background in servicing the modular building needs of the Universities and VCCS in the State of Virginia. He has sold all phases of construction and installation for a wide variety of permanent and temporary modular building projects. He has a solid understanding of the Commonwealth of VA CO-7 and CO-12 process. Kemp is very accomplished in assisting clients with building design, with coordinating engineering for permitting, foundation design, site plans, electrical plans, storm water management plans, erosion and sediment control plans (SWPP, VSMP permits), demolition plans, water and sewer plans, landscaping details, ADA accessibility plans, and life safety plans.

Kemp has vast experience and knowledge of the BCOM review process and is well versed on the review requirements. He has provided all phases of construction and installation for a wide variety of permanent and temporary modular building projects. BCOM review typically can take up to 3 weeks before comments are made. Responding and reevaluating comments can take additional time, however Kemp has been able to narrow the response time by coordinating with the modular factory to make sure the building data, current code information on, proper use group and site specific foundation details all contain correct information. Life safety and ADA access are also reviewed and require providing all pertinent data before submittal. Kemp has experience working with engineers to make sure that all facets are covered to reduce the number of responses from the BCOM reviewer. His constant contact with the customer's architectural/engineering firms have allowed him to be consistent with overseeing the processes involved to deliver projects in a timely fashion. Additionally, Kemp has the understanding and ability to assist in obtaining any permits that local agencies may need to proceed with their projects.

Kemp has successfully completed projects ranging from small square footage requirements to large building requirements in excess of 25,000 square feet.

Our Approach

Design-Build Process

BOXX Modular's, approach to design-build is simple; we strive to give our clients inspired yet functional solutions that exceed expectations and can be constructed within budget. Design-build is a process which evolves from understanding our clients' needs and develops into three dimensional forms through design charrettes, concept drawings, budget allocations and reviews. The net result is an interactive, collaborative process involving the three critical elements of the project: the client, the architect and the contractor. We believe successful design-build construction projects enhance life's experiences – whether working in an office, enjoying a sporting event, or visiting your doctor.

Design Approach

BOXX Modular traditionally begins every project by performing a detailed evaluation of the Owner's Building Program and Construction Budget. Expectations for the completed project are identified through this evaluation and an initial meeting with the owner and team members. An initial project schedule is prepared to identify specific time frames for individual phases of the project. Key critical milestones are highlighted in the schedule and tracked to avoid any unnecessary delays. The schedule will also identify items that require action on the owner's part such as design approvals and the selection of materials. Design and Quality Assurance/Controls are in place and are administered by the Quality Assurance/Quality Control committee. QA/QC measures include the use of a Project Procedure Manual, CAD/Revit standards manual and drawing standards guidelines.

Construction Approach

BOXX Modular has a team approach for all of its projects. In the interest of continuity, project teams are maintained intact from start up through close out. This strategy assures availability of knowledgeable staff that promotes the fulfillment of design intent and facilitates the construction process. BOXX Modular assigns a senior executive manager of the firm to each of its projects to assure quality consistency as well as to provide guidance and oversight. Construction quality control and coordination strategies have been tailored to resemble those used in traditional design-build situations in so far as design drawings, inspections, and approvals are concerned.

Project Controls and Communication

Project controls are handled through the use of networked computers using SAP Business One. Both the manufacturing plant and field supervisory personnel use this software to enter and withdraw data relative to each project. More important than the technology and individual capabilities of each team member is the basis of communication between our client and BOXX Modular. The ability to analyze data, provide timely responses, and react to changing situations is greatly enhanced by the methods that are employed by BOXX Modular. This system gives senior management a complete understanding of the status of the project and allows them to react to any and all changing conditions.

Project Schedule

Project scheduling is done through the use of Microsoft Project on network or personal computers. Using this integrated software, BOXX Modular has the ability to have the information created and uploaded as a database for the project schedule. This means all the man-hours and crew sizes are recognized on a daily basis thus allowing the schedule to reflect the actual concept of the project as estimated. Once this data is provided to the scheduling department, the information is analyzed and factors such as human resources, material sources, and of course the owner's requirements are accommodated.

Trusted. Reliable.

BOXX Modular has proven experience in providing innovative custom modular building solutions for:

- Office Space
- Classroom Space
- Specialty Space

Utilizing modular buildings for many purposes:

- Temporary Swing-Space
- Relocatable Campus
- Expansion
- Permanent Expansion
- Building Additions

What We Do

- Engineering
- Permitting
- Project Management
- Site Preparation
- Foundations
- Building Construction
- Delivery
- Installation
- Utility Runs & Connections
- Decks, Steps, & Ramps
- Sidewalks & Canopies
- Limited Warranty

Value Added Products & Services

- Site Services
- Office Furniture
- Appliances
- Lockers



Our Story

It all began in 2003 with 12 rental units, a clear idea and a solid plan. In Calgary, Alberta a small group of driven entrepreneurs had the belief that a different approach to the modular building industry would create a great company. Out of the gates in 2004 we focused on camps. Not long after in 2005 we introduced BOXX Modular, which brought workspace solutions to a wider array of clients and industries. Fast forward to 2007 we added a full spectrum of oilfield surface rentals to our existing businesses.

In 2009 we purchased Sunday Creek Lodge in the heart of Alberta's oilsands, expanded into the United States, and signed our first Aboriginal Partnership with the Fort Nelson First Nation.

We invest in our communities through people by nurturing local community relationships and by providing and developing local infrastructure. It's our focus on corporate flexibility and diversity that allows us to grow alongside those communities we serve.

Today, Black Diamond Modular Space Solutions fleet has reached approx. 12,000 units and our Workforce Accommodations fleet stands at approx. 14,000 bed. We serve multiple markets and customers throughout Canada, US and Australia.

We still do things differently because we know that makes all the difference. We're not new at this, but we've only just begun.



The BOXX Advantage

When you choose BOXX Modular for your modular construction needs, you benefit from:

Experience – Our staff has extensive industry experience. We will help you through every step of the modular building process, whether you need a unique design created and built, or are simply looking for a manufactured building to be delivered and installed.

Integrity – It's a small word that carries great weight. To us, it means delivering quality manufactured modular buildings, on-time and within budget. It means treating you as you deserve to be treated: with respect, courtesy, and service.

Turnkey Operation – Our staff can provide you with every service you may need, including design and construction services, on-site project management, financing, general contracting, zoning and permits, installation, maintenance, and more.

Stock Floor Plans – Whether you need a portable office building, temporary classrooms, a mobile office trailer, or modular industrial offices, we have an array of standard modular floor plans and a fleet of pre-leased manufactured modular buildings that can meet your needs – quickly and cost-effectively.

Custom Designs – When you want a modular manufactured building that is unique and attractive, our in-house design and engineering team will design a structure that is perfectly fitted to your needs.

Green Construction – Like you, we are committed to our environment and to future generations. Our modular construction minimizes on-site waste, maximizes materials usage, and streamlines disassembly for the purpose of recycling.

Responsiveness – We guarantee that we will respond to your questions or concerns promptly!

Customer Service – We are committed to providing you with the customer service you need to make your site a complete success.

Quality – We stand behind each modular building we sell or lease.

Experienced.
Client Focused.
Professional.



Why Modular?



Value.
Efficiency.
Safety.

Modular buildings began simply, with prefabricated units to be used as construction trailers or temporary classrooms. Now, the only limit is your need and imagination. Modular space can be multi-storied and cover thousands of square feet. Custom designed prefabricated buildings can be as beautiful as they are functional.

Choose Modular Buildings When You Want ...

Speed – reduce your "time to occupancy" by as much as 50%, which is critical when the facility is revenue-producing.

Quality – A factory environment offers the ability to:

- Perform extensive quality control
- Material protection from the elements
- Utilize assembly line manufacturing processes

Savings – Modular construction is tightly controlled in the plant environment, substantially reducing waste and construction cost.

Architects, engineers, and construction professionals report:

- Project schedules are decreased by 4 weeks or more
- Project budgets are decreased by 6% or more
- Construction site waste is decreased by 5% or more

Green – Pre-fabrication of modular space keeps waste to a minimum permitting disassembly to reduce the demand for raw material and minimizing the impact on the surrounding site environment. Modular buildings are inherently "Green" since they can be relocated and reused time and again.

Flexibility – Portable, relocatable, prefabricated buildings – all communicate flexibility which is one of the key elements of modular space.

Choice – You have the option to design a modular floor plan according to your unique needs, or to choose from a number of standard floor plans. Create a custom look by selecting from a wide array of interior and exterior finishes.

Financing – Modular building financing will provide you with affordable options to meet your budget requirements, including:

- Operating leases offering flexible terms
- Purchase
- Lease-to-own



Project Manager
Parrish Construction Group

Had an awesome experience. BOXX Modular really saved us this summer, and was the only one who could commit to the required completion date.

President
J & J Contractors, Inc.

BOXX's staff are professional, knowledgeable, dedicated, and committed to their client's desires and goals. I highly recommend BOXX Modular.

CEMEX

We have received great service from BOXX Modular. It has been a great pleasure working with you. Thank you again for the excellent service.

Norfolk Southern Railroads

We are very happy with BOXX Modular's performance, and we cannot say that about other modular companies we have dealt with.

Conrad Industries

It was a pleasure dealing with BOXX Modular. BOXX was available 24/7 and had the resources to deal with any problem.

Director of Planning and Construction
North Carolina Zoo

Enjoyed working with everyone from BOXX Modular's team. They did great.

President
KBA Architects

All BOXX Modular representatives are professional, diligent, and really care about the end-product. We strongly recommend BOXX Modular.

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Project Manager
University of Virginia

BOXX offers an excellent product as well as outstanding customer service. I highly recommend working with BOXX Modular.

Director of School Plants
Chesapeake Public Schools

BOXX Modular took care of every question I had and made sure we got everything we needed! BOXX Modular made the process seamless!

Director of Facilities
Pelham School District

It has worked out great. The district is very happy.

Board of Directors
Pine Springs Preparatory Academy

We are doing great with the modular unit. Everyone loves it. The only problem we have is figuring out how we're going to live without it.

Director of Facilities
Portland Christian School

It was a pleasure to work with everyone involved. We will definitely contact BOXX Modular for any future modular needs.

Coastal Preparatory Academy

BOXX Modular was very professional and helpful through the entire process.

Hope Christian School

I want to express my thanks to BOXX Modular for the excellent help and work you and your crews did. We expect we will be doing business again in the future.

Facilities & Maintenance Manager
DCEA Head Start/Early Head Start

The experience has been good. We are very satisfied with the modular unit. The staff is very excited.

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Facility Architect II

North Carolina Dept. of Health and Human Services

We have not had any issues with the modular building and are very satisfied with it and the service you provided.

President

Grove Primary Care Clinic

Our overall experience with BOXX was a very positive one. The entire process from ordering to installation went very smoothly.

Deputy Director for Design and Construction
SUNY Downstate Medical Center

BOXX Modular has met all of Downstate Medical Center requirements, and we would highly recommend BOXX for future projects.

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Continuous Improvement Manager
Mercer Forge

We are very satisfied with the service and the building.

Covington Office
Waco, Inc.

Waco, Inc. would definitely use BOXX Modular's services again. I would recommend BOXX Modular for construction and installation of modular buildings.

Regional Manager
Apache Industrial Services

We are pleased to recommend the services of BOXX Modular. We very much appreciated their customer focus, communication, and attention to detail.

Rental Coordinator
Summit ToyotaLift

BOXX Modular has been wonderful helping me out to get a feel for pricing, requirements, and timeline. BOXX has been responsive and quite helpful!

Facilities Manager
CITGO

From the very first time we worked with BOXX Modular, we have been pleased with the results. BOXX Modular ensures that we end up with quality units that suit our needs perfectly

Program Manager
ReSource

Great experience all the way around. Your install guys did a great job, especially considering the weather!

Vice President
Delaware River Stevedores, Inc.

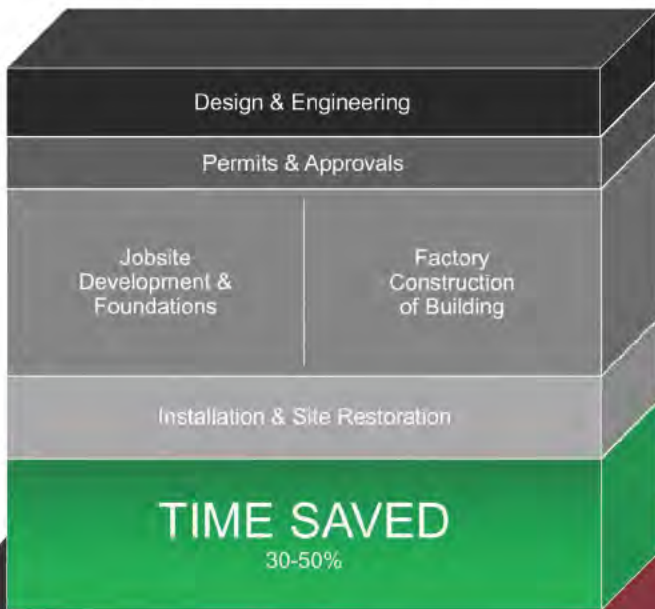
I can confidently recommend BOXX Modular as a solid and reliable supplier of modular buildings, and experts in their field.

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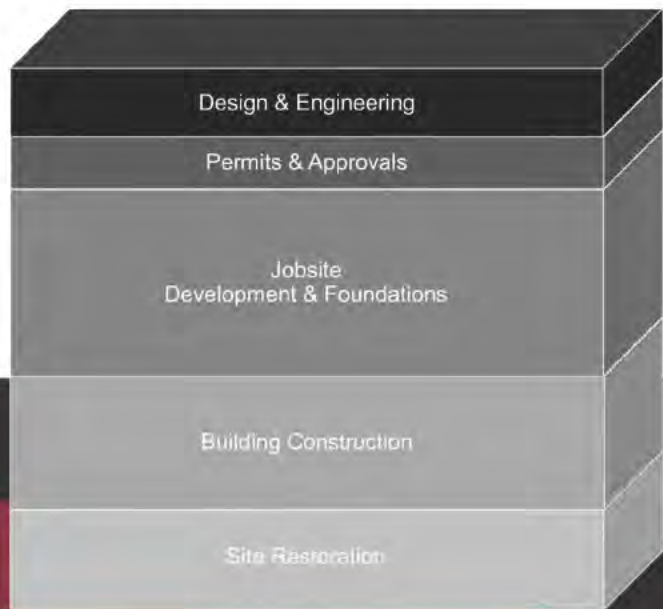


BOXX MODULAR

MODULAR BUILDING SCHEDULE



SITE BUILT CONSTRUCTION SCHEDULE





Design

Safety

Communication

Precision

BOXX Modular
Project
Team



BOXX
MODULAR

Key Project Personnel

Construction

Paul Lubertine
General Manager

Terry Klosky
Senior Project Manager

Jim Verzinskie
Project Manager

Peter Castronouva
Project Manager

Joe Clayton
Project Manager

Mason Campbell
Project Manager

James Yates
Project Manager

Craig Russell
Project Manager

Ryan Taylor
Project Manager

Daniel Miller
Project Superintendent

Robert Hanna
Project Manager

Patrick Grubbs
Project Superintendent

Jules Sgavicchio
Project Manager

Shelton Briscoe
Project Superintendent

Michael Gravelle
Project Manager

Barbara Bieganski
General Manager, Engineering

Cesar Alejandro Munoz Castellanos
Planning and Design Lead

David De Leon
HSE Manager, U.S.



Kemp Norman ASM

Kemp Norman has over 20 years of experience working in the modular building industry. Kemp has an extensive background in servicing the modular building needs of the Universities and VCCS in the State of Virginia. He has sold all phases of construction and installation for a wide variety of permanent and temporary modular building projects. He has a solid understanding of the Commonwealth of VA CO-7 and CO-12 process. Kemp is very accomplished in assisting clients with building design, with coordinating engineering for permitting, foundation design, site plans, electrical plans, storm water management plans, erosion and sediment control plans (SWPP, VSMP permits), demolition plans, water and sewer plans, landscaping details, ADA accessibility plans, and life safety plans.

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Paul Lubertine

General Manager, Construction Services

Paul Lubertine has been with BOXX Modular and the former Vanguard Modular Building Systems since April 2018. Paul has served as Director of Construction & Contract Services and currently holds the position of General Manager of Construction Services overseeing all Estimating, Project Management and Field Supervision for all projects in the US.

Paul brings with him a broad range of experience from his career spanning 35 years in both the commercial modular and conventional construction industries. Paul has served in positions including: Estimator, Project Manager, Director of Construction, Branch Manager, Business Development, and Sales Management. Responsibilities have included: sales / marketing, physical needs assessment, budget development, scope development, project scheduling, procurement, contract administration, QA / QC and construction management. Paul understands the importance of avoiding surprises that can take a project off track, and works in a non-adversarial collaborative manner with customers and suppliers to insure successful project outcomes.

As General Manager of Construction Services, Paul reports to the Senior Vice President of BOXX's MSS US Division, with responsibility for oversight of all projects. He works with his team to successfully deliver projects that maximize value and achieve the highest level of satisfaction for BOXX Modular's customers.

Major Representative Projects of Paul Lubertine Include:

University of Delaware STAR Campus Modular Laboratory-Newark, DE

Design-Build 27,000 sq. ft. Temporary swing space providing laboratory space for multiple researchers at University of Delaware. Work included foundations, utilities and fit-out of multiple laboratory spaces.

Outpatient Medical Office Building—Sinai Hospital, Baltimore, MD

Design-Build of a 22, 016 sq. ft. Two-story outpatient medical office building. The building included exam rooms and a pharmacy. The project scope included site work and a full masonry perimeter wall foundation. The project received an award from the Modular Building Institute.

Project Total: \$2.3 million

Office Building—Philip Morris USA, Richmond, VA

Fast track project to dismantle and refurbish and move an existing (48) unit complex 34,560 sq. ft. from Baltimore, MD to Richmond, VA. The refurbishment was substantial, consisting of new roof, RTUs, and complete demolition of interior partitions and on-site construction of new partitions, plywood floor, restrooms, sprinkler system, electrical wiring, ceilings and floor finishes. Project including site work and foundations was completed in 89 days.

Project Total: \$2.5 million

Pharmaceutical Laboratory—Merck & Company, Inc., Rahway, NJ

Design, manufacture and installation of two-story 30,000 sq. ft. research laboratory. The project was non-combustible 2-C construction with 4" thick concrete floor, steel framing, and a full masonry brick exterior. Scope of work included site work, utilities, laboratory case-work, and fume hoods.

Project Total: \$3.3 million

Office Building—AT & T Lucent Technologies, Naperville, IL

This project was to furnish and install a 28,800 sq. ft. two-story wood / steel frame modular building. The building had been off lease in a storage facility for a number of years requiring complete renovation.

Project Total: \$2.6 million



Terry Klosky

Senior Project Manager, Construction Services

Terry Klosky is Sr Project Manager of BOXX Modular for its Construction Services Department. Terry has over 40 years of experience in the management of modular construction project, with the last 3 years at BOXX. As such, Terry is very experienced in construction management of BOXX's modular building projects.

Terry Klosky received his B.S. in Civil Engineering from the University of Maryland and holds an OSHA 10 Hour Construction Certificate, an OSHA 30 Hour Construction Certificate, Massachusetts Construction Supervisor License, a West Virginia GC License for Contracts, First Aid and CPR Certified. He is a member of the Modular Building Institute (MBI).

Terry's responsibilities include: Managing a Team of 7 Project Managers that do the initial Technical Assistance in preparing Proposals, the estimating of the Project Cost, develop and maintain vendor relations with manufacturers, other vendors and subcontractors, negotiate Subcontract Agreements, review Design Documents, manage Construction Services Projects, and review and assist the Site Superintendent's work.

Terry Klosky's many project experiences include the estimating and construction of turnkey modular installations ranging from Educational to high level Commercial Office, Medical and Laboratory Buildings, and Government Facilities. Terry's experience includes: over (20) Multi-Story Modular Buildings, Medical Facilities, Laboratory Facilities, Full Educational Facilities, and Correctional Facilities.

Terry Klosky has the following Certifications:

Massachusetts Construction Supervisors License (unrestricted)

West Virginia General Contractors License (Legal)

OSHA 10 Hour Construction

OSHA 30 Hour Construction

First Aid

CPR



Jim Verzinskie

Project Manager, Construction Services

Mr. Verzinskie background in Commercial facility Management spans over 20 plus years prior to joining BOXX in 2010. This also includes working for a local prominent Land Use Planning and Design firm a portion of these 20 years giving him great insight into the process from start to finish of large projects. This experience makes him well versed in navigating Local, County and State Governance. Starting with BOXX as an Operations Manager for the Lancaster PA Branch with a fleet of over 400 units.

In 2015 he moved to the corporate office as a Major Project Estimating and Project Management team member. He is Journeyman Electrician trained and has a full understanding of HVAC and environmental comfort relating to complex biotech/laboratory projects. This includes make up air that may be required with large volumes of air changes and clean rooms as it relates to laminaire flow and exhaust hoods. These varied labs use projects have been performed for the University of Delaware at the Star Campus Newark and Cannon Labs Lewes DE, Penn State University Berks Campus and the EPA facility in Edison NJ. His can-do attitude and interpersonal skills have led hm to the top of his game regardless of whether it is in Education, Office, Laboratory or other use group with emphasis always on customer satisfaction.



Joe Clayton

Project Manager, Construction Services

Mr. Clayton has over 19 years in the General Construction industry with background in underground utility installation, road construction, grade setting, concrete forming, metal framing, Gypsum board installation and finishing, medium duty equipment operation, Residential remodeling and repairs, commercial and DoD data comm interior structured cable installation. Joe Clayton has 7 years experience as a Project Superintendent on various USACE, and commercial modular building projects and as a Project Manager for BOXX Modular. Joe Clayton holds current certifications for; OSHA 30hr general construction, 16-hour EM 385-1-1 USACE Safety & Health EM-385, 40 hour EM-385 USACE Safety & Health, Red Cross Adult First Aid/CPR/AED, USACE Construction Quality Management For Contractors.

James Yates

Project Manager, Construction Services

Mr. Yates has over 40 years of experience in the modular industry with the past 25+ years as a Project Manager. He has worked across the US in many different sectors including correctional facilities, medical, educational, offices, and laboratory projects. Mr. Yates has successfully completed multistory buildings. Mr. Yates has an emphasis on turn key projects. Significant clients are government authorities, US Army Corp of Engineers, NAVFAC and educational clients ranging from preschool to the University level. Mr. Yates has a very diverse background ranging from small specialized facilities to an 84,000 square foot facility for the Department of Defense to be used for training of not only US forces but Foreign allies as well. He has worked through the design and developmental phases along with oversight of projects meeting the client's needs. With his diverse background he has the skills, knowledge and experience to handle any challenges a project may entail.



Ryan Taylor

Project Manager, Construction Services

Mr. Taylor has over 23 years in the General Construction industry with background in underground utility installation with a heavy background specifically in shoring equipment, confined space operations, road construction to include traffic control safety, traffic control plan design and installation, grade setting, concrete forming, metal framing, Gypsum board installation and finishing, heavy duty equipment operation, lift and all general construction equipment. Mr. Taylor also has experience in residential remodeling and repairs, which includes from ground up to finish construction. Ryan Taylor has been in construction management roughly 18 years in the commercial and residential markets. Ryan Taylor holds current certifications for; OSHA 30hr general construction. Ryan was also responsible for training OSHA inspectors in the areas of fall protection, excavation, confined space, and shoring equipment standards to include all technical data and engineering for shoring products. Mr. Taylor joined BOXX Modular in January 2024.

Robert Hanna

Project Manager, Construction Services

Mr. Hanna has over 35 years of construction experience, the last 11 years in the modular industry. The first 3 years as a Site Superintendent on large scale turn-key modular installations. He has extensive on the job site experience including residential, multi-use, commercial. His field experience installing and managing a wide range of construction disciplines has suited him well as he transitioned into his current role as a project manager. During his 11 years in the commercial modular industry, Mr. Hanna has successfully completed a wide range of project types from public/private education, government and health care. Mr. Hanna prides himself on a “value in the eyes of the customer” approach on each project he manages.

Certifications:

OSHA 30

Massachusetts Construction Supervisors License-Unrestricted

LEAN Green Belt Certification



Jules Sgavicchio

Project Manager, Construction Services

Jules Sgavicchio joined the BOXX Modular team in 2023. He is a seasoned professional in the construction industry, bringing over two decades of diverse experience to the table. His background spans various trades and facets of construction, making him a versatile and knowledgeable asset in the field. Jules has a robust 21-year career in the construction industry. His experience has equipped him with a deep understanding of the complexities and challenges in construction projects. For 11 years, Jules owned and operated a successful General Contracting business. In this role, he oversaw numerous projects, managed teams, and ensured the delivery of quality work, which honed his skills in project management and business operations. With 12 years of experience in the modular construction industry, Jules has specialized in building and setting modular structures.

Jules possesses journeyman-level expertise in multiple trades, including carpentry, electrical, plumbing, and HVAC. This hands-on experience in essential construction trades underscores his comprehensive skill set and ability to tackle a wide range of construction tasks. Jules has mastery constructing, installing, and repairing structures and fixtures made from wood and other materials. He is proficient in the installation, maintenance, and repair of electrical systems, ensuring compliance with safety regulations and standards. Skilled in the installation and maintenance of piping systems, fixtures, and equipment for water distribution and waste disposal. Experienced in the installation, maintenance, and repair of heating, ventilation, and air conditioning systems, ensuring optimal environmental comfort and energy efficiency. Jules has expertise in the innovative field of modular construction, including the assembly and installation of prefabricated building units, which offers efficient and scalable building solutions.

Jules Sgavicchio's extensive and varied background in construction, coupled with his hands-on skills in essential trades and his experience, makes him a valuable leader and expert in the industry. His commitment to quality and precision ensures successful project outcomes and high levels of client satisfaction.

Certifications & Licenses:

Construction Estimating Certification

Blueprint Reading Certification

Estimating and Bidding Certification

HVAC Technician Certification, EPA Clean Air Section 608

Steel Utility Pole Lineman Training Certification

OSHA 10 Hour Outreach Training Program – Construction Certification

OSHA 30 Hour Outreach Training Program – Construction Certification

Class-A Commercial Driver's License; Endorsements: T-Double & Triple Trailers, N-Tank Vehicles



Michael Gravelle

Project Manager, Construction Services

With nearly 30 years of construction industry experience Mike has worked in the modular construction segment for more than 25 years. He is a graduate of Cornell University with a BS in Natural Resources. He additionally holds a GC license for contracts from the state of AL and has OSHA 10 certification as well as First Aid and CPR training.

Mike has worked with various manufacturers as well as end users advocating for both to provide the best possible results. These experiences have provided Mike with the opportunity to lead and manage teams, influence designs and engineering decisions and gain a strong understanding of code requirements and industry standards. He has managed the development of multi-million dollar mixed use projects with local and federal government agencies, school districts and various independent businesses.

In his current role as project manager for BOXX Modular Mike has experience with the development and construction of projects such as classroom buildings, office complexes, laboratory facilities and various others. Mike believes in a team-centered approach to project management as well as the critical nature of clear consistent communication as the key to providing the best possible customer experience.

Project Specifics:

6,800 ft² Municipal city office complex in Fort Meyers Beach FL. Contract value of \$1.396 million

14,000 ft² Construction Office / Conference room Complex in Fort Lauderdale FL. Contract value of \$1.59 million

5,300 ft² Classroom and office complex on Brownfield site in Wilmington DE. Contract value \$2.1 million

3,800 ft² Classroom complex in Lebanon PA. Contract value \$272,000



Peter Castronuova

Project Manager, Construction Services

Mr. Castronuova has over 30 years of experience in residential, commercial, and modular construction. He has managed many turn-key construction projects in the tri-state area. Project experience includes site work, utilities, concrete foundations, installation of modular units through completion and occupancy. He is excellent at dealing with township officials and helping clients feel relaxed and confident that their project will be completed on budget and on time. One of the many jobs he has completed was the new 9-1-1 call center in Jersey City, NJ soon after the tragedy of 9/11.

8,000 Square foot modular office addition for Bristol Myer Squibb in Lawrence Township NJ.
Contract value of \$920,000

11,000 Square foot modular office addition for Con Edison in Yonkers, NY. Contract value \$1.2 million

Mr. Castronuova has the following Certifications:

- OSHA 30 HOUR Construction
- Confined Space Entry
- HAZCOMGHS
- Traffic Control and Flagging
- Procore Certification: Superintendent



Mason Campbell

Project Manager, Construction Services

Mr. Campbell has over 16 years of construction experience, the last 4 years in the modular industry. Mr. Campbell has extensive range of experience in the industry and has held multiple roles in his career path. His field experience has helped excel his capabilities as a project manager. During his 4 years, Mr. Campbell has successfully completed a wide variety of project types from government, education, and health care. Mr. Campbell also take great pride in providing a safe work environment and is a safety and health professional.

Craig Russell

Project Manager, Construction Services

Mr. Russell has over 30 years in the Modular Building industry. Starting with estimating and working every position throughout the Modular Manufacturing component of this industry.

From sales to design to Plant Operations Manager to project management. He has worked on projects across the country including experience in health care, education, government, and general office buildings as well as hospitality along with maximum and minimum correctional facilities.

Mr. Russell has extensive experience and is highly proficient in providing buildings to multiple sites and multiple clients concurrently. Having held various positions in the Modular Industry during his tenure, he has positioned himself to address any hurdles or circumstance that may arise during any level of project no matter size or complexity.



Daniel Miller

Project Superintendent, Construction Services

43 years of modular construction experience joined BOXX Modular team in 2021 as a Project Superintendent to supervise Major project installations throughout the United States. An expert in on-site coordination and planning of modular construction projects at challenging locations. Mr. Miller was the lead Superintendent for emergency delivery and installation of media buildings and housing for news crews during in the aftermath of Hurricane Katrina in New Orleans. Mr. Miller has been the project lead on many time-sensitive projects for office and housing units for NBC broadcasting segments including shows such as Wheel of Fortune world tour.

Mr. Miller excels at planning and executing building installations in a safe manner, a personal goal and priority to maintain a long and lasting relationship with every customer.

Certifications:

OSHA 30

40-hour EM 385-1-1 USACE Safety & Health

First-Aid, CPR, AED

Patrick Grubbs

Project Superintendent, Construction Services

Patrick Grubbs Joined the BOXX Modular team in 2021, bringing with him 20 years of experience in commercial, industrial, and institutional construction. Patrick is passionate about occupational safety and holds certifications in Aerial lift operations, Fall protection, Crane operation, Crane safety, Rigging, signaling, Electrical power generation, Transmission & Distribution, HAZWOPER, Flagger, NFPA 70E, Job site safety Analysis, OSHA 30 hour construction, Bloodborne Pathogens, CPR/ AED, First aid, First aid for opioid overdoses, Respirable silica competent person, and HAZCOM. His intuitive nature enables him to foresee potential complications and be a proactive problem solver.



Shelton Briscoe

Project Superintendent, Construction Services

Shelton Briscoe has more than 15 years of commercial modular construction experience and joined the BOXX Modular team in 2023 as a Project Superintendent to supervise major project installations throughout the United States.

Shelton Briscoe is highly skilled in overseeing modular construction sites and has a history of completing accident free construction projects on time and within budget. He has a passion for Excellent workmanship and quality construction.

Certifications

OSHA 30

Universal EPA Certification

ServSafe



Barbara Bieganski

General Manager, Engineering and Design

Barbara Bieganski is General Manager of Engineering and Design of BOXX Modular. Barbara has over 40 years of experience in the commercial modular building industry and is active in both industry-wide and local construction code issues. Since joining BOXX in 2001; Barbara constantly increased her skills and expanded her knowledge to attain the position she now holds.

Barbara received her AS degree in Architectural Drafting and holds an OSHA 10 Hour Construction Certificate. Her areas of expertise are: Building Codes, Plan Review, and Technical Training.

Barbara's responsibilities to the Major Projects Group at BOXX Modular are to review technical specifications in bid packages and advise the major projects group of any known conflicts between the applicable Code and the specifications.

Appointments:

Industrialized Buildings Commission – Consumer Representative

Past affiliation (now defunct) The Pennsylvania Industrialized Housing Commission/ Buildings Advisory Group (Barbara worked on two House Bills that were successfully passed: Act 13-2009 and PA HB 124-2013)

Manheim Township - Board of Appeals

Modular Building Institute - Government Affairs (Barbara was awarded MBI Volunteer of the year in 2010)

ABC Keystone Chapter - Government Affairs and Legal Issues

Professional Licenses:

Virginia General Contractor's License – Qualifier for BOXX Modular

Certifications:

Past (program expired) Green Advantage Commercial

Past, ICC Plan Review and Inspections

(Expired) Firestop Instructional Training Level 1

Professional Affiliations:

International Code Council (ICC) – code development and code technical committees

National Fire Protection Association (NFPA)

Modular Building Institute (MBI)

(No longer a member) Association of Heating, Refrigeration & Air Conditioning Engineers (ASHRAE)

(Defunct group) Pennsylvania Industrialized Housing Buildings Advisory Group

Interstate Industrialized Buildings Commission (IIBC) – Appointment

Rules Development Committee for NJ, RI, MN and ND – Appointment

Lancaster County, Pennsylvania Code Association

Associated Builders and Contractors (ABC) Keystone Chapter

National Association of Women in Construction (NAWIC)



Cesar Alejandro Munoz Castellanos

Planning and Design Lead

Cesar A Munoz Castellanos is a Licensed Architect with a master's in construction administration with more than 30 years of experience in North America. As a Licensed Architect, Cesar has worked on residential housing developments, educational, and commercial construction projects in Mexico and the United States. Cesar has earned awards of excellence for Artistic Drawing Representations and Architectural Design.

Cesar Joined BOXX Modular in 2018 as the Planning and Design Lead for Major Projects. He provides design concept drawings, engineering code reviews and architectural renderings to support our sales and Construction Services team. Cesar has provided professional design support for the WV Ohio Valley Bank, LA Carter Credit Union, and TX Kidney Care Facility; all 3 projects received International Honorable Mention awards by the Modular Building Institute

Education:

Doctoral Degree in Sciences of Education in Mexico. Cesar also holds a master's in construction management and a bachelor's degree in architectural sciences Official Education Equivalencies in the U.S. and Latin America

Notable Projects Outside of BOXX Modular:

International project Bridge of the Americas , \$15 million

Laredo Energy Arena Exteriors

73K SF / Five Story Modular Construction Research Laboratory for the Veterans Administration

750K SF / 100 million Fort Bragg Brigade Battalion in NC.



David De Leon

HSE Manager, U.S.

Mr. De Leon holds certifications as Specialist in Safety and Health (SSH) in both the Construction and General Industry, as well as, Certified Safety and Health Official (CSHO), from The University of Texas in Arlington. With more than 15 years of experience in the Commercial Modular Building industry, Mr. De Leon is responsible for overseeing safety compliance and training company wide. Prior to this role, he was a superintendent and was promoted to project manager. Within those roles, he was responsible for the direct supervision of all assigned major projects throughout the United States. These projects include military installations, oil and gas, medical clinics and educational facilities.





STANDARD LIMITED WARRANTY

BOXX Modular, Inc. ("BOXX") grants this restricted Standard Limited Warranty to the Customer. The warranty granted herein is limited to the Equipment and Services provided by BOXX, under the above referenced Contract.

MANUFACTURER'S STANDARD LIMITED WARRANTY: In the case of a Purchase Contract, BOXX will assign all interest held by BOXX, in such Manufacturer's Limited Warranty. Manufacturer's Limited Warranty is typically 1 year from completion of manufacturing. This warranty period begins prior to delivery by BOXX to client. Please note, delays in Installation and acceptance will not extend this warranty period. In the case of a Lease Agreement, BOXX retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Customer, for whatever warranty period provided under such warranty.

BOXX STANDARD LIMITED WARRANTY: Except as otherwise provided herein, BOXX warrants, under normal use and service, the Equipment and Services BOXX provides, under the above mentioned Contract. BOXX warrants that all Equipment and Services provided by BOXX will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Equipment, whichever occurs first (Refer to BOXX Scope of Work and Purchase Contract or Lease Agreement). ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF BOXX, MAY VOID THIS WARRANTY.

CLAIMS: A valid warranty claim must be submitted to BOXX, within the time allow for such claim under the Contract, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. BOXX will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from BOXX.

EXCLUSIVE REMEDIES: The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. BOXX's obligation shall be limited solely to replacing and/or repairing defective parts or materials. BOXX neither assumes nor authorizes any person or entity to assume for BOXX any other liability or obligation in connection with this warranty.

EXCLUSIONS FROM COVERAGE: Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Equipment or Services, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Equipment or Services.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Equipment beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Equipment or the Services, or any components made without the prior express written authorization of BOXX.
- e) Any portion of the Equipment or any materials, components or other aspects of the Equipment that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Equipment including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Equipment has been accepted, re-caulking of windows after acceptance of the Equipment, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Equipment or Services, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Equipment. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by BOXX. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier. BOXX shall assist in obtaining a replacement of the defective component from the supplier, however, BOXX is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. BOXX shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Equipment is outside the continental United States of America or Canada.

DISCLAIMER OF OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, BOXX EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BOXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NOTICE OF WARRANTY CLAIMS: All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Contract and Warranty Period. Forward all claims to: BOXX Modular, Inc., Attn: Warranty Department 3475 High River Rd., Ft. Worth, TX 76155. (1-877-438-8627)



Equipment	Warranty	Warranty Period from completion of manufacturing
New Modules	Free from defects in workmanship and materials	1 year
Used Modules	None	None
Carry-on Options (if new)	Original manufacturer's warranty	Original manufacturer's warranty
Ancillary Equipment with manufacturer cost >\$500 (if new)	Original manufacturer's warranty	Original manufacturer's warranty

a. Warranties will be conveyed to Purchaser upon transfer of title of the Equipment, and Purchaser will deal directly with the manufacturer if a claim should arise. BOXX's liability is limited to replacing (but not dismantling and installing) defective parts on an exchange basis F.O.B. the manufacturer's factory. In the event that any defect is discovered by the Purchaser, notices of the defect shall be given to BOXX in writing and such notices must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Purchaser and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. There are no other warranties expressed or implied (including warranties relating to merchantability) except those stated herein. Under no circumstances shall BOXX be liable for consequential damages for any breach hereof. Used buildings are sold "as is, where is" with no warranty expressed or implied.

b. Purchaser is responsible for any damage resulting from ordinary wear, accident, modification, misuse, abuse, neglect, unauthorized repairs/alterations, lack of or improper maintenance, pests/insects/animals, fire, weather or other natural causes (collectively "Damage"). Warranty will not be valid if Equipment was subject to Damage. Unless visually obvious and noted by Purchaser in writing and provided to BOXX's agent or truck driver at the time of Delivery, BOXX does not warrant that Equipment is or will be, free from mold, bacteria, fungus or other biological contaminants.

c. Warranty is subject to the following limitations:

i. BOXX will, acting reasonably, make all decisions regarding the Warranty, including validity, applicability and appropriate remedies;

ii. Warranty will not be valid unless Purchaser notifies BOXX within five (5) calendar days of noticing any issues with Equipment that may be covered by Warranty, and Purchaser must maintain Equipment, normal wear excepted;

iii. Warranty is limited to supply of parts and rates for non-union labor to remedy defective components, and all other expenses associated with Warranty work, including freight, travel expense, room and board and overhead must be paid by Purchaser. BOXX is not responsible for any actions, injuries, claims, liabilities, losses, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of any kind and nature whatsoever ("Claims") arising from defects except as set out in this Section.

Project Pictures



Custom

Consistent

Collaborative

BOXX Modular Projects

BOXX
MODULAR

Project Profile

Public University
Bronx, NY



15,000 ft² two-story Elevator

IIB Non-combustible steel & concrete

Child Development Center



Design-build of approx. 15,000 ft² two-story Childcare facility at a popular public university in NY. Work included demolition, rock removal, retaining walls, utility connections, permitting and approvals by city agencies.

The project also included a fenced playground area complete with equipment.

Project Profile

Public Charter School
Beaumont, TX



50,000 ft² of classroom space

Multiple complexes

Classroom Buildings



This charter school was and continues to experience massive growth creating the need to expand classroom facilities on two existing campuses as well as creating a new campus of all modular classrooms.

The classroom buildings create an excellent learning environment for the students, while proving to be low maintenance and cost effective for a school that continues to experience substantial growth.

Project Profile

Charter School
Tyngsborough, MA



17,500 ft² Exterior architectural panels Storm water management system

Classroom Building



Turn-key construction of a stand-alone classroom building for a fast growing Massachusetts charter school, totaling approx. 17,500 ft². The project required an extensive amount of site-work including: excavation, rock removal, underground utilities, storm water management, a complex engineered foundation and more.

Project Profile

Public University
Newark, DE



27,000 ft²

Three interconnected classroom wings

Custom laboratory spaces

Classroom & Laboratory Building



A large amount of laboratory and classroom swing-space was required during extensive and ongoing campus renovations and construction at a prominent university. The three wings of this 27,000 sq. ft. building provided defined and secure separation of departments with a lot of space in which to work. It also allows for the university to phase out portions of the space when it is no longer required. The building was specifically designed for flexibility in use, because while its initial purpose was for science laboratories it could be easily converted for other uses by different departments as needed.

Project Profile

Private College
Dudley, MA



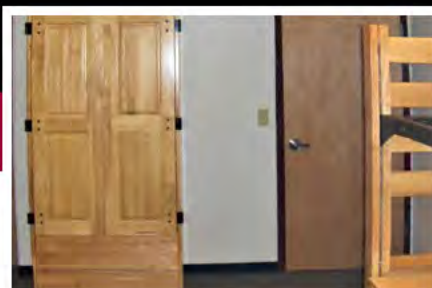
Three buildings

Student rooms

Laundry

Lounge Restrooms

Dormitory Buildings



Turn-key installation of three dormitory buildings ranging in size from 3,900 ft² to 5,800ft². These buildings were provided to accommodate an enrollment surge being experienced at a well-known private college.

Project Profile

Public Elementary School
Barnstable, MA



4,900 ft² Custom interior and exterior finishes Crane set installation Extensive site excavation

Classroom Building & Library



Turn-key construction of a 4,990 ft² classroom building for a public elementary school in Barnstable, MA. The new building includes an art room, music room, library, and restrooms.

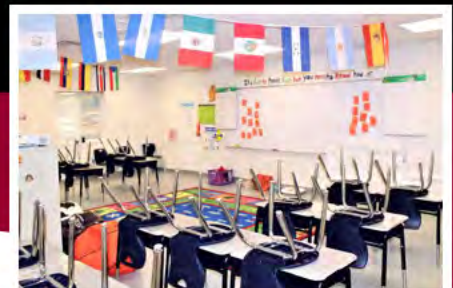
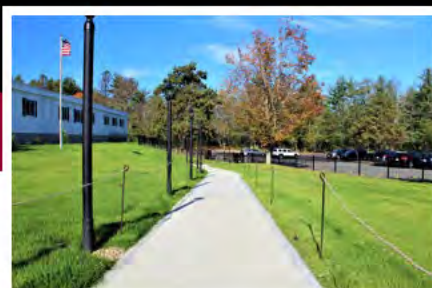
Project Profile

Charter School
Sturbridge, MA



18,500 ft² Complete school building Accommodates 160 students

School Building



This 18,500 sq. ft. school building was installed in just over 100 days. Two separate classroom wings are attached with a site built connector. The 300' long building was built to house school activities for 160 students. The building includes classrooms, offices, restrooms, cafeteria, and nurse's office.

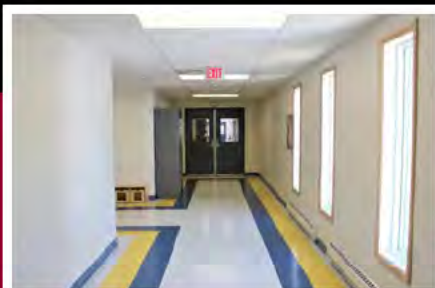
Project Profile

Public Elementary School
Hyannis, MA



6,000 ft² Crane set installation Conditioned connector

Classroom Building



Turn-key construction of a 6,007 classroom building for a Public School District on the Cape of Massachusetts. The new classroom space is phase two in the expansion of the district's kindergarten program.

Project Profile

Public Elementary School
Melrose, MA



4,300 ft² 3 classrooms Conditioned connector Custom exterior and interior finishes

Classroom Building



A 4,536 square foot permanent modular addition with connecting conditioned corridor to the existing school building. The addition is 84' X 54' containing 3 classrooms, restrooms, janitor's room, and entrance vestibules. The exterior facade is multi-toned HardiePanel with reglets. The roofing consists of a heat-welded PTO system.

Project Profile

Police Department
Quincy, MA



3,600 ft² Training classroom Fitness room Locker rooms Offices

Training Building



A prominent police department needed to replace an existing training facility. This new state-of-the-art two-story 3,600 ft² building provides classrooms and administrative offices to support operations of the firearms and tactical training center on Moon Island. A couple special features include specialized sound diffusing panels on the rear of the building facing the firing range, and bullet resistant windows throughout the building. The building also has custom computer controlled HVAC to maximize energy efficiency and comfort.

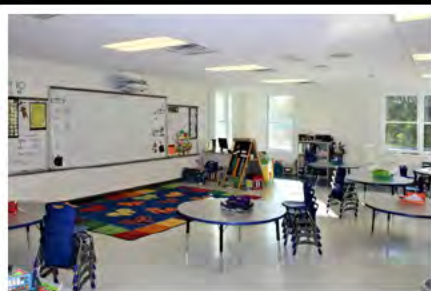
Project Profile

Public Elementary School
Melrose, MA



3,000 ft² Two classrooms with restrooms Conditioned connecting corridor

Classroom Building



A permanent addition, this 3,000 sq. ft. classroom building is connected to the existed school building by a 40' conditioned corridor. Crane set on a poured stem wall foundation with concrete internal piers, the 4 piece building provides two additional classrooms and several restrooms for the school. The exterior is finished with multi-toned HardiePanel with reglets, and was designed to complement the existing building.

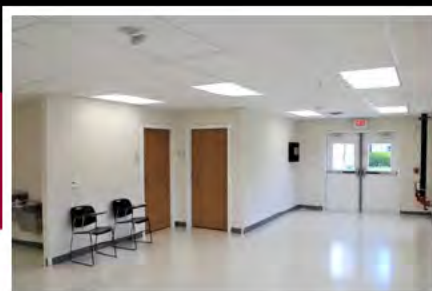
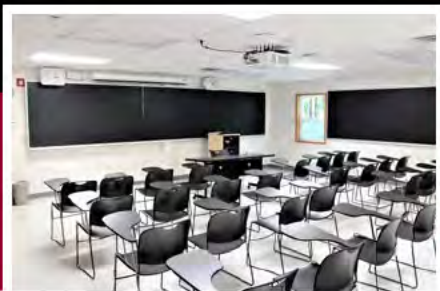
Project Profile

Private College
Williamstown, MA



5,700 ft² Restrooms Retention pond Crane set installation

Classroom Building



Turn-key construction of a relocatable temporary classroom for a prominent private college in Massachusetts. Expertly installed on their pristine campus, the new classroom building is being used as swing space until other campus construction is complete.

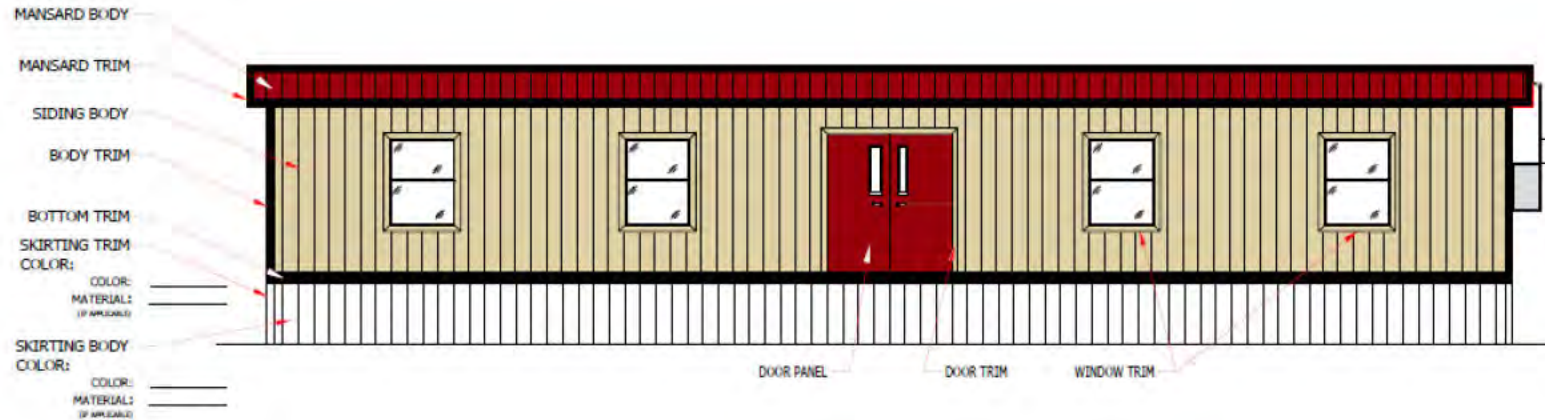
Project Profile

Public University
Charlottesville, VA



Locker Rooms

Turn-key construction of relocatable temporary locker rooms for a prominent public university in Virginia.



BOXX ANTIQUE LINEN			
EXTERIOR	ARCHITECTURAL		
SUPER PAINT	LATEX		
SATIN	COROB D600		
CCE*COLORANT	2	32	64 128
B1-BLACK	-	2	1 1
R2-MAROON	-	-	1 1
Y3-DEEP GOLD	-	26	1 1
1 GALLON	EXTRA WHITE		
A89W02151	651145910		

BOXX DARK RED			
EXTERIOR	ARCHITECTURAL		
SUPER PAINT	LATEX		
SATIN	COROB D600		
CCE*COLORANT	2	32	64 128
L1-BLUE	-	8	- 1
R2-MAROON	-	48	- -
R3-MAGENTA	8	46	1 -
Y3-DEEP GOLD	-	25	- -
1 GALLON	ULTRA DEEP		
A89W02151	640392379		

VCT:	ARMSTRONG #51899 COOL WHITE
ROLLED CARPET:	SHAW 26oz NEYLAND III BLUE JEANS
CARPET TILE:	CAPITAL III #54490 20
CORLON:	ARMSTRONG WHITE CLIFFS #88702
COVE BASE:	GRAY
VINYL COVERED GYPSUM:	BUFF STUFF WHITE
CEILING GRID:	2x2 WHITE
FRP:	WHITE
COUNTER:	FASHION/DOVE GRAY
CABINETS:	FACTORY STANDARD
MODESTY:	GRAY
OTHER:	

STEEL MANSARD BODY:	PATRIOT RED
STEEL SIDING BODY:	IVORY
STEEL TRIM:	BLACK
PAINTED MANSARD BODY:	BOXX DARK RED SATIN FINISH
PAINTED SIDING BODY:	ANTIQUE LINEN SATIN FINISH
WINDOW & DOOR TRIM:	ANTIQUE LINEN SATIN FINISH
BODY TRIM:	BLACK SW#6258 SATIN FINISH
RECESSED ENTRY:	SMALL COIN RUBBER FLOORING - BLACK
	INDOOR/OUTDOOR CARPET
EXTERIOR DOOR:	MATCH MANSARD COLOR
OTHER:	
OTHER:	

BOXX
MODULAR

Corporate Office

3475 High River Rd
Fort Worth, TX 76155
(877) 966-7839
www.boxxmodular.com

COLOR SELECTION

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Drawing Date:
3/16/21
Drawn By:
BOXX
Scale:
NTS

Project:

Drawing:
SP1

BOXX
MODULAR



BOX
MODULAR

















LD

Temporary Hileka
Design, LLC





Locker Room

BOXX
MODULAR



University of Virginia

Charlottesville, VA

1,400 square feet

BOXXmodular.com • 877.966.7839





Request for Proposal

RFP# DKM-1246

Modular Buildings and Storage Containers

January 13, 2026



REQUEST FOR PROPOSAL
RFP# DKM-1246

Issue Date: January 13, 2026
Title: Modular Buildings and Storage Containers
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on February 12, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (Fax) 540-568-7935 before end of day on February 5th, 2026.

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

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

Name and Address of Firm:

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # DKM-1246

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I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

VHEPC membership includes 13 of Virginia's senior public higher education institutions, the Virginia Association of State College and University Purchasing Professionals (VASCUPP) Board of Directors, and the Virginia Community College System, which represents 23 schools across the state. The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives. The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

VASCUPP Background:

The mission of the Virginia Association of State College and University Purchasing Professionals (VASCUPP) is:

- to recognize and effectively use the common procurement principles, knowledge, experience, challenges, support and resources of all decentralized higher education member institutions;
- to be a united group with common goals of addressing the complexities of the Commonwealth of Virginia procurement processes;
- enhance the ability of each individual member institution to effectively provide efficient and responsive customer service in facilitating the purchase of goods and services for their Institution; and
- to support diversified vendor advocacy to enhance the capability of each member institution in seeking open competition for the highest valued products and services.

More information about each VASCUPP member university can be located at the following website: <https://vascupp.org/>

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

Modular Building Systems

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

Storage/Shipping Containers

- A. The contractor(s) shall provide all labor supervision, equipment, tools, parts, and materials, as necessary, to Agency or Authorized Representative for moving or storage services as outlined below.

- B. Contractor shall be able to meet the needs for any and all storage containers, not limited to stationary and portable storage.
- C. Provide moving and/or on-site storage of goods on interstate, intrastate, or local transportation basis and in-transit storage.
- D. Contractor's employees shall conduct themselves in a professional manner and be respectful to all Agency personnel or associates they interact with.
- E. Contractor shall arrive with any and all of the proper equipment required to perform required services.
- F. Contractor shall provide information and services to Agency or Authorize Agency representative, including but not limited to packing, moving, in-transit storage, on-site storage, unpacking, insurance of any stored or transported material, and discarding of any and all debris.
- G. Contractor shall provide an estimate to the Agency prior to beginning services for approval. If approved the Agency will issue an eVA purchase order to Contractor.
- H. Contractor shall provide or assist in arranging supplemental services relating to the move or storage of goods.
- I. Contractor shall have current permits and licenses required to provide any and all services described.

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

1. Describe Contractor's ability to provide services for all phases of modular construction. Phases include, but not limited to, financing (lease, rent or purchase), pre-construction/site work, permitting, installation, building design, construction, tenant improvement, and commissioning of modular buildings.
2. Describe Contractor's ability to service any location within the State of Virginia. If your proposal is limited by geography, please identify the particular regions you propose to provide goods and services in.
3. Fully describe the qualifications, capabilities, and experience of your firm, in providing the requested services, to include the size of the company, and number of employees.
4. Provide an organizational chart indicating each individual and their position that will be associated with this contract. Also indicate each representative's name and contact information that will be responsible for each region in the State of Virginia.
5. Provide a statement that indicates whether or not your firm has been subject to OSHA inspections by State and/or Federal agencies, and the results of these inspections, including citations, if any.
6. Provide information regarding any contract than an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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) copy** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with V.4.e. below.

- ii. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 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	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>15</u>
	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 procurement solution by completing the

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

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

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

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

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

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

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

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

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means

of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

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 SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required

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

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

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:
- Licensed Class A Virginia Contractor No. _____ Specialty _____
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____
- If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid/proposal will not be considered.
- S. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- T. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- U. WARRANTY (COMMERCIAL): 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 bid/proposal.

- V. **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.

W. **CONTINUITY OF SERVICES:**

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

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

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

EXAMPLE: Modular Building Systems

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

EXAMPLE: Storage/Shipping Containers

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

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: VHEPC PAC

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

 Firm Address Contact Person/No.

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

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

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

TERM

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

WITNESS

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

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

I. Vendor will:

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

II. The University/Consortium will:

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

III. Payment:

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

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

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

Constance Alexander, Office Manager

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

IV. Notices:

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

If to the University:

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

If to Vendor:

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

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]

[Lead Job Title]

[Vendor Contact]

[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC

SAMPLE

Reporting Instructions

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



January 29, 2026

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1246
Dated: January 29, 2026
Commodity: *Modular Buildings and Storage Containers*
RFP Closing On: February 12, 2026

Question 1: Is it fair to categorize this solicitation as an IDIQ type procurement mechanism as opposed to a one-time transaction?

Answer: IDIQ is a term used by the Federal Government to describe a similar contract vehicle. JMU does not utilize IDIQs contracts. This RFP will result in a term contract that allows JMU to order goods and/or services as, needed, similar in practice to an IDIQ with awarded vendor(s) and set pricing. The RFP process allows the University to evaluate cost, quality of goods/services, methodology for providing the goods/services, and the experience of the offeror.

Question 2: Would a presentation of our GSA schedule of goods and services serve the purpose?

Answer: Offerors should return a proposal that comprehensively responds to all questions in section IV (Statement of Needs) to be considered a complete response. Offerors may include additional information for consideration at their discretion.

Question 3: Would JMU consider subcontractors being the sole contractor license holder or would the prime contractor have to be the sole contractor license holder?

Answer: The University will consider proposals submitted with the subcontractor as the contractor's license holder, provided they have valid documentation demonstrating that they are the sole license holder.

Question 4: Does the firm submitting the proposal need to have an office in Virginia?

Answer: For the duration of the contract, the prime contractor is not required to maintain an office in Virginia; However, it will be required that either the prime contractor or a valid subcontractor identified in the proposal maintains a Virginia address.

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

Question 5: Are these buildings/containers a specific need for a current project or to be provided on an as-need basis?

Answer: These buildings/containers will be provided on an as-need basis during the length of the contract term.

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

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)