



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7424

This contract entered into this 23rd day of April 2026, by Aries Building Systems, LLC, 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 12, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated March 31, 2026
(b) PAC Agreement, dated April 6, 2026
(4) The following Contractor documents shall be incorporated for applicable purchases and in the event terms conflict, RFP DKM-1246 terms shall govern.
(a) Revised Bid Clarification(s)/Exception(s) Addendum
(b) Equipment Lease Addendum

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

CONTRACTOR:
By: [Signature]
(Signature)

PURCHASING AGENCY:
By: [Signature]
(Signature)

Michael Bollero, Jr.
(Printed Name)

Aaron Largent
(Printed Name)

Title: President

Title: Buyer Senior, VCCO

**RFP # DKM-1246, Modular Buildings & Storage
Containers
Negotiation Summary for Aries Building Systems,
LLC**

3/31/2026

1. Contract Pricing:

Storage Containers

20' Wide Open Unit	Monthly rate: \$145/month	Drop Off: \$735	Pickup: \$735
40' Wide Open Unit	Monthly rate: \$185/month	Drop Off: \$735	Pickup: \$735

Modular Buildings

12'x40' Wide Open unit
12'x40' w/ Two Offices
12'x40' w/ Two Offices and One Bathroom

Leasing option for 3 configurations:

Lease Option 1-5 Months \$1,075/month
Lease Option 6-15 Months \$965/month
Lease option 16 month + \$985/month

Modular Buildings

12'x56' Wide Open unit
12'x56' w/ Two Offices
12'x56' w/ Two Offices and One Bathroom

Lease pricing for all 3 optioned configurations:

Lease Option 1-5 Months \$1,305/month

Lease Option 6-15 Months \$1,135/month

Lease option 16 month + \$1,100/month

Modular Buildings

24x34 Modular Building w/ 2 bathrooms	12 month lease option - \$2,200/month
	24 month lease option - \$1,615/month
	36 month lease option - \$1,355/month

One time delivery and installation - \$18,500.00
Tear down and removal at lease end - \$11,400.00

Installation, utilities, decking, etc will be priced as needed per site conditions and required scope of work. These will be itemized on estimate, before purchase order is issued.

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.

**RFP # DKM-1246, Modular Buildings & Storage
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LLC**

3/31/2026

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. Delivery charges shall include the delivery (and pick up if leased) of items and will be itemized on quote. Pricing schedule is based on per mile basis and set at \$6.88 per mile from the contractors location to the purchasing agencies address.
5. Contractor acknowledges that all fees have been disclosed. Installation, utilities, decking, etc will be priced as needed per site conditions and required scope of work. No additional fees will be accepted.
6. Contractor shall not exceed 3% credit card on fee on all orders made by Purchasing Agency.
7. Contractor acknowledges that the VHEPC PAC Agreement, April 6, 2026, shall be incorporated as a part of this contract.
8. The following Contractor documents shall be incorporated for applicable purchases and in the event terms conflict, RFP DKM-1246 terms shall govern.
 - (a) Revised Bid Clarification(s)/Exception(s) Addendum
 - (b) Equipment Lease Addendum



EQUIPMENT LEASE ADDENDUM FOR PUBLIC WORKS: JAMES MADISON UNIVERSITY.

Incorporation: RFP and Bid Response: RFP# DKM-1246 Modular Buildings and Storage Containers.

1. True Lease. This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the leased equipment ("Equipment"). The Equipment shall remain the sole personal property of Lessor even though the Equipment may resting upon real property.

2. Delivery; Acceptance. Lessee shall have two (2) days from the date of Substantial Completion ("Inspection Period") to notify the Lessor, in writing, of any nonconformance of the Equipment, such notice to specify each defect in the Equipment ("Punch List"). Unless Lessor receives such notice, acceptance is deemed. "Substantial Completion" shall mean (i) Equipment is usable by the Lessee for its intended purpose and (ii) only minor Punch List items remain. Lessee shall not use, alter, or occupy the Equipment until after acceptance, otherwise acceptance will be deemed.

3. Term of Lease; Extension. The term of this Agreement begins on the date of Substantial Completion of the Equipment and ends on the last day of the Minimum Lease Term referenced in RFP or Order ("Term"), or applicable Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is surrendered to Lessor (the "Extension Period"). After the end of the Term, either party can terminate this Agreement on thirty (30) days written notice. In the event of lease extension beyond the initial Term, dismantle and return charges shall be set at Lessor's then prevailing rate and Lessee shall be credited with any portion thereof pre-paid.

4. Site Suitability. Lessee shall provide a level compact, truck accessible site is available for placement of the Equipment. Lessee warrants that the Site will have safe access, free from obstacles, obstructions, and encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 2,500 psf. Lessee is responsible for securing all necessary permits, utility hookups, and all other Site preparation (unless otherwise stated in Lessor's scope of work). Lessee shall own and/or have express legal authorization to locate the Equipment upon the site. If Lessee fails to provide such a requisite site, then "Lessee Delay" shall result. Lessee shall pay for any resulting additional cost attributable to Lessee Delay, including, but not limited to, storage related charges and third-party fees caused by delayed delivery or installation.

5. Use; Maintenance; Condition. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the Term, keep the Equipment properly ventilated, and shall not allow or permit any condition to exist that allows standing water to accumulate in, on, or under the Equipment. Lessee shall not, without Lessor's prior written consent, make any alterations to the Equipment. Lessee assumes full responsibility for any stairs, railings, or other accessories until Lessor retakes Equipment. Except as expressly stated, Lessor makes no representations as to Equipment compliance with state or local building codes, zoning ordinances, or other regulations.

6. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminates, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state or local laws and regulations.

7. Rent; Fees; Taxes; Late Charges. Lessee shall pay Lessor, monthly rent on the due date in each monthly invoice at the Rate Per Month stated in the Contract Documents during the Term, and at the Rate Per Month established.

8. Loss; Damage. Lessor bears the risk of loss during delivery and installation of the Equipment. Upon Substantial Completion of Equipment installation and until Equipment is surrendered to the Lessor, Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Lessor again bears the risk of loss when Lessor retakes possession of the Equipment at the end of the Term or upon termination, through dismantle and return of the Equipment. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's reasonable opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the replacement value of the Equipment (the "Equipment Value") as stipulated in the Equipment Schedule or according to Lessor's records, plus the value of all leased accessories which suffered loss, less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the Lessee's obligation to pay rents under this Agreement will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee or its insurer unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, to the extent such loss or damage is caused during Lessee's use or possession of the Equipment, Lessee shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as reasonably directed by Lessor to the condition required by this Agreement. Any loss or damage to the Equipment (except to the extent caused by Lessor's negligence) shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due.

9. Insurance. Aries agrees to hold applicable insurance coverage as outlined in RFP# DKM-1246 during the time period work is being performed, but not during the lease term if lease option is applicable.



11. Defaults; Remedies. (A) A Lessee event of default hereunder arises upon the occurrence of any of the following events (“Events of Default”): (1) Lessee shall fail to make any payment due hereunder within net 30 days after receiving an invoice;; (2) Lessee shall fail to perform or observe any other material term of this Agreement. (B) Upon the occurrence of an Event of Default, after written notice thereof and a reasonable opportunity cure, Lessor may declare this Agreement to be in Default, and may terminate the lease and exercise any one or more of the following remedies (1) declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable net 30 days after receiving an invoice; (2) Repossess the Equipment; (3) sell or dispose of Equipment in a commercially reasonable manner and apply the net proceeds of disposition to the obligations of Lessee, Lessee remaining liable for any reasonable deficiency; and/or (4) Exercise any other right or remedy available to Lessor at law or in equity. Lessor’s failure to exercise any remedy listed herein shall not constitute waiver of any term or condition. To the extent permissible under applicable law, Lessee shall pay Lessor’s reasonable fees and other costs and expenses reasonably incurred by reason of any Event of Default, breach of contract claim, enforcement or defense of this Agreement, even if the recovery is in equity. If property owned by, or in the custody or control of Lessee remains in the Equipment after repossession or surrender, then Lessor shall make available such property to Lessee for a period of ten (10) days. Unclaimed property shall be deemed abandoned by Lessee.

12. Return of Equipment; Termination of Lease. At the end of the Term or Extension Period, Lessee shall surrender the Equipment to Lessor without obstruction. Non-standard removal of the Equipment may result in additional charges to Lessee. Lessee shall provide at least thirty (30) days advance written notice of the return of the Equipment. Termination will become effective upon Lessor’s possession of Equipment. Lessee shall disconnect all utilities, remove all of Lessee’s personal property, and vacate the Equipment prior to surrender. Lessor shall not be responsible or liable for site restoration. Lessee shall reimburse Lessor for cleaning fee and reasonable costs in repairing the Equipment, if damaged during Lessee’s possession, ordinary wear and tear excepted.

13. Limited Warranty. Equipment will be delivered in good and merchantable condition fit for the manufacturer’s intended purpose. Lessor warrants throughout the Term of this Agreement and any Extension Period that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. The liability of Lessor shall be limited solely to the repairing of defects of the Equipment. Lessor shall have no liability for the repair of a condition resulting from Lessee’s utility connections, or alteration of the Equipment by anyone other than Lessor, misuse or use of the Equipment, vandalism, or a condition of which timely notice was not provided to Lessor. The repair of the Equipment by Lessor due to a condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability for consequential or unforeseeable damages.

14. Performance Time. For newly manufactured or custom modification of existing Equipment, the drawings, specifications, and submittals provided to Aries (“Specs”) will be used to create engineered or final drawings requiring approval prior to production (“Final Drawings”). Any discrepancy among the Specs and the Final Drawings will be resolved in favor of the Final Drawings. The process of obtaining approvals of Final Drawings may affect performance time and Lessor’s performance time shall be equitably adjusted. If Lessor is delayed at any time in progress of the Work by changes ordered to the Equipment or to the services, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Lessor’s control, the performance time will be equitably adjusted. Lessor will diligently pursue the work to Substantial Completion within a commercially reasonable time.



**Aries Building Systems, LLC, ("Aries")
REVISED BID CLARIFICATION(S)/EXCEPTION(S) ADDENDUM**

**JAMES MADISON UNIVERSITY
REQUEST FOR PROPOSAL- RFP# DKM-1246
Modular Buildings and Storage Containers**

THIS PROPOSAL/ SOLICITATION RESPONSE IS SUBMITTED BY ARIES CONTINGENT UPON THE FOLLOWING UNDERSTANDINGS:

1. The Aries Proposal/Bid shall be made as part of the "Contract Documents", including this Bid Clarification/Exceptions document.
2. For newly manufactured Equipment or custom-built Equipment, the drawings, specifications, submittals, opinions, and any other referenced design ("Specs") will be used to create engineered final drawings which require approval from all Parties prior to production ("Final Drawings"). Any conflict or contradiction between the Specs and the Final Drawings will be resolved in favor of the Final Drawings. The process of obtaining all requisite submittals and customer approvals for creation of Final Drawings may affect production and performance time. Aries's performance time shall be equitably adjusted based on Buyer's submittal/approval delays. Should any modification or customization be included in the Work, Work will commence after Seller receipt of customer approved final drawings (the "Commencement Date") and will diligently pursue to substantial completion within a commercially reasonable time (the "Contract Time"), with all "punch list" work completed within sixty (60) days following the date of Substantial Completion. The Work is deemed Substantially Complete when (i) all Work, excepting only minor punch list items, is complete, and (ii) the is capable of being beneficially used as intended ("Substantially Complete" or "Substantial Completion").
3. If bid includes Equipment as USED, the meaning of USED shall include previously utilized and is being purchased by Buyer in USED condition, AS IS WHERE IS WITH ALL FAULTS.
4. The Total Price does not include costs related to site preparation or utilities, unless otherwise included in bid proposal. The Total Price does not include costs which may arise as a result of unknown, latent, or hidden conditions, rock removal, dewatering of site, or hazardous waste remediation/removal, inadequate soil pressure and leveling, or removal of any other site obstructions. The Total Price does not include telecommunications equipment or services as part of its offered product or services.
5. Any required bonds and insurance supplied by Aries shall be maintained until Buyer's acceptance.
6. When the payment of Prevailing Wage is required, this requirement applies only to workers and laborers who perform onsite during the installation of the Equipment.
7. **OCCUPANCY.** Buyer will not (nor allow any other contractor, owner, or agent) use, occupy, modify, or alter the Equipment until after final acceptance. In the event of such use, occupancy, modification, or alteration, Buyer's final acceptance of the Work and the Equipment shall be deemed.



8. **INVOICES.** All invoices shall be timely reviewed within 15 days of submission. Any dispute or objection to the invoice must be raised in this review period or else is deemed accepted. Payment of undisputed invoices is due net 30 of receipt of invoice.
9. **TAXES.** JMU is a tax-exempt organization pursuant to Section 501C and shall not be subject to any applicable taxes upon submission of a valid exemption certificate or similar documentation.
10. **PERMITS.** Unless otherwise provided for in Aries bid proposal, Aries will provide transportation permits. Site permits or permits for nonstandard delivery or setup may result in extra charges to Buyer.
11. **INSURANCE.** Aries will provide specimen COI with bid submission to indicate applicable insurance coverage included with bid/proposal. Aries agrees to hold applicable insurance coverage as outlined in RFP# DKM-1246 during the time period work is being performed onsite, but not during the lease term if lease option is applicable.
12. **WARRANTY.** The sole warranty by Contractor/Seller is as set out in the formal Warranty Certificate supplied by Contractor to the Buyer and subject to the terms of such Warranty Certificate. Seller provides only an express pass-through manufacturer warranty with respect to the products; Seller provides no implied warranty. Aries/Seller provides a one-year warranty for the services provided under the Agreement. If equipment is leased and not purchased, warranty is limited and subject to the warranty conditions set forth in Aries General Lease Terms and Conditions.
13. **DAMAGES.** If claims for damages include liquidated damages, it is agreed that this will be the sole and exclusive remedy. Claims for damages shall not include incidental or consequential damages. Aries takes exception to any damages for late delivery for causes outside of Aries control. Causes outside of Aries control may include, but not limited to, customer site preparation and readiness, permitting, and State (or customer) plan/drawing approval delays. Aries delivery timeline is within industry standard timelines, as noted in the RFP/Invitation to Bid document, and subject to customer and state reviews and approvals, to extent permitted by Virginia law.
14. **DISPUTE RESOLUTION.** Aries is not agreeable to any binding dispute resolution, including but not limited to arbitration. Aries agrees to participate in mediation for any disputes arising under the Agreement or the Work. Any disputes remaining after good faith attempt to mediate the issues shall be subject to litigation in the state or federal court in the county having jurisdiction over the subject matter and the parties.
15. If lease option is utilized, the contract shall incorporate the attached **EQUIPMENT LEASE ADDENDUM FOR PUBLIC WORKS**. The Equipment schedule shall be considered to be part of "Contract Documents".

Revised v.3 4.17.26

**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 Aries Building Systems, LLC, (“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 UCPJMU7424 end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7424, 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

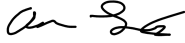
If to Vendor:

David Jones
Aries Building Systems, LLC
2900 S. Quincy St., Suite 425
Arlington, VA 22206
Email: djones@ariesbuildings.com
Fax: 281-448-2815

ACCEPTANCE

For James Madison University

For Aries Building Systems, LLC



~~Dylan Morris~~ Aaron Largent
Buyer Senior

Michael Bollero, Jr.
President

05/06/2026

05/04/2026

Date

Date

Agreement #: UCPJMU7424-PAC



James Madison University

RFP # DKM-1246

Modular Buildings and Storage Containers

Client:

Commonwealth of Virginia | James Madison University

Procurement Services MSC 5720

752 Ott Street, Wine Price Building

First Floor, Suite 1023

Harrisonburg, VA 22807

Proposer:

Aries Building Systems, LLC

2900 S. Quincy St., Suite 425

Arlington, VA 22206

Contact:

David Jones, Territory Sales Manager

732-306-3672

djones@ariesbuildings.com

Letter Of Transmittal

February 12, 2026

Commonwealth of Virginia | James Madison University

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

Re: RFP # DKM-1246 | Modular Buildings and Storage Containers

Thank you for considering Aries as part of your solution. We are a trusted modular construction provider proudly serving The State of Virginia, offering high-quality, flexible space solutions to support a wide range of industries. With one of the newest fleets in the industry, we proudly serve the education, construction, commercial, healthcare, and government sectors, leaving a strong and growing footprint of modular excellence across the country.

We are fully prepared to provide the products and services outlined in the scope of work and in our response. We are also willing to enter into a mutually acceptable agreement with The Commonwealth of Virginia and James Madison University. We have reviewed and understood the requirements of this RFP, as well as any written addenda, to the best of our knowledge.

With our local office at 2900 S. Quincy St, Suite 425, Arlington, VA 22206, we are well positioned to support The Commonwealth of Virginia and James Madison University quickly and efficiently. The enclosed information outlines our approach to the project, our understanding of your needs, and how we plan to meet your goals within the required timeline.

If you have any questions or would like to connect further, please don't hesitate to reach out to me at (732) 306-3672.

Best Regards,

A handwritten signature in black ink that reads "David Jones". The signature is written in a cursive, flowing style.

David Jones
Territory Sales Manager
Aries Building Systems, LLC



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:

Aries Building Systems, LLC

2900 S. Quincy Street, Suite 425

Arlington, VA 22206

Date: 02-12-2026

Web Address: www.ariesbuildings.com

Email: djones@ariesbuildings.com

By: David Jones
(Signature)

Name: David Jones
(Please Print)

Title: Territory Sales Manager

Phone: 732-306-3672

Fax #: 281-448-2815

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 DJ #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.

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5. VASCUPP Sales Disclosure
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9. Aries Building Systems Terms & Conditions



Plan & Methodology

Modular Building Systems | Approach & Capabilities

Aries Building Systems provides modular building solutions through a comprehensive, turnkey delivery model that supports James Madison University's needs from initial planning through final installation and occupancy. Our approach integrates design coordination, manufacturing oversight, site preparation, transportation, and installation to ensure consistent quality, schedule control, and regulatory compliance.

For modular building systems, Aries supports all phases of project execution, including pre-construction planning, design modification, permitting coordination, manufacturing oversight, logistics, installation, and commissioning. We work closely with agency representatives to tailor modular layouts, finishes, and building configurations to meet functional requirements while ensuring compliance with applicable federal, state, and local codes.

Aries maintains the resources and internal controls necessary to manage multiple modular projects concurrently. Each project is assigned a dedicated project manager who oversees coordination between design professionals, manufacturing partners, site contractors, and inspectors to ensure alignment with project requirements, timelines, and quality standards.

Our modular building systems are delivered with a focus on durability, code compliance, and long-term performance, allowing agencies to deploy space efficiently while maintaining flexibility for future needs.

Storage/Shipping Containers | Approach & Capabilities

Aries storage and shipping container solutions are designed to support temporary and long-term storage needs across agency locations. Our capabilities include the provision, delivery, relocation, and removal of stationary and portable storage containers, as well as coordination of on-site and in-transit storage services.

We supply containers in various sizes to accommodate diverse storage requirements. Prior to mobilization, we provide clear cost estimates for agency review and approval. Upon authorization, services are performed in accordance with approved scopes and schedules.

All services are supported by properly equipped personnel and vehicles, with an emphasis on safety, professionalism, and minimal disruption to campus operations. Furthermore, we coordinate logistics to ensure timely placement, movement, or removal of containers while maintaining compliance with all applicable permitting and licensing requirements.



Plan & Methodology

Turnkey Services Overview

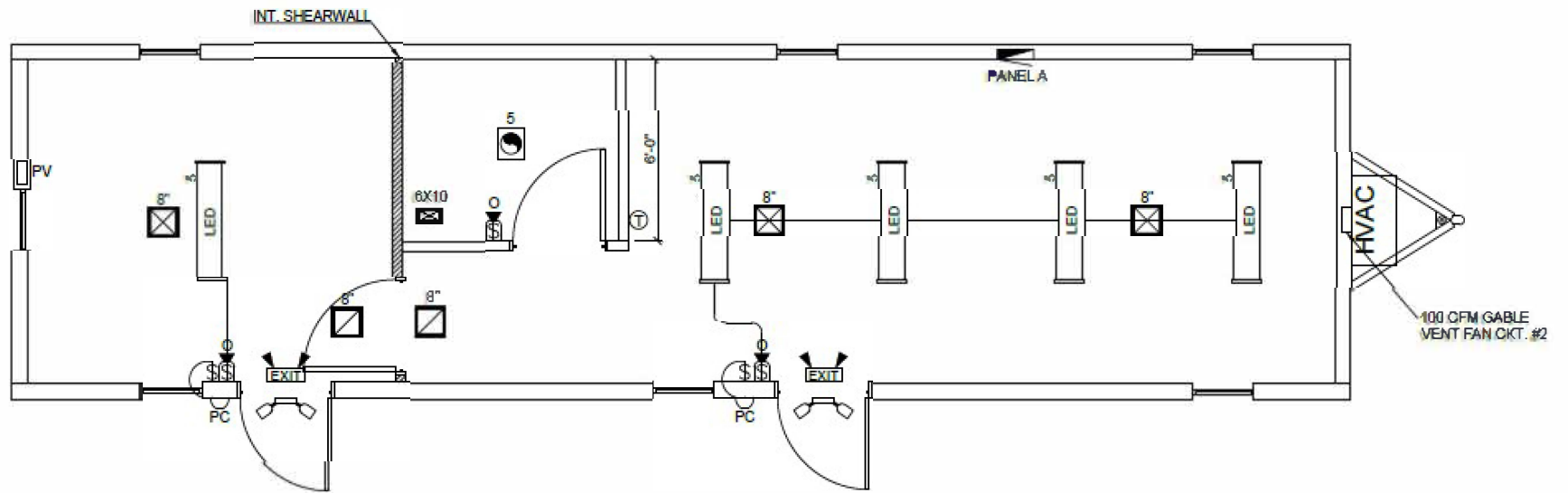
Aries delivers turnkey modular solutions by managing all required project components under a coordinated delivery framework. Our turnkey services include pre-construction planning, design modification, site design and preparation, permitting coordination, manufacturing oversight, transportation, installation, tenant improvements, and final commissioning.

By serving as a single point of responsibility, we reduce administrative burden and streamlines communication between stakeholders. Our project managers coordinate with agency representatives, design professionals, manufacturers, subcontractors, and inspectors, to ensure each phase is executed in alignment with your project requirements and schedule.

Our integrated approach allows agencies to deploy modular buildings and storage solutions efficiently, with clear accountability, consistent quality, and predictable outcomes.



Sample Floorplan



Firm Qualifications & Experience

(INTENTIONALLY LEFT BLANK (PLEASE SEE THE BELOW ATTACHMENT))



Capabilities Statement

Aries Building Systems is a trusted leader in modular construction, serving industries such as education, commercial, construction, government, healthcare and industrial. We design and deliver high-quality modular buildings that offer speed, flexibility and value for both temporary and permanent space needs.

**Date Of Formation:**

October 11th, 2012

EMR Safety Rating:

As of 11/19/2024 - .078

Corporate Office:

17225 El Camino Real, Ste. 260
Houston, TX 77058

Surety & Bonding:

Single Project: \$25,000,000.00
Aggregate: \$75,000,000.00

**Federal ID:****NAICS Codes:**

532490 - 236220 - 532490
541310 - 238990 - 444180
236220 - 238390

DUNS No:

078686613

Evidence of insurance, financial statements, bonding and referrals available upon request.



Cooperative Purchasing



Contract #: 47QSWA21D000E
Expiration: 12-04-2030



Contract #: 22/051MR-01
Expiration: 08-16-2026



Contract #: CNR01523
Expiration: 10-31-2030



Contract #: 23-255
Expiration: 05-31-2026



Contract #: 24020201
Expiration: 03-30-2029



Contract #: 732-24
Expiration: 03-31-2027



ariesbuildings.com
888.598.6689 | info@ariesbuildings.com



Ability to Provide

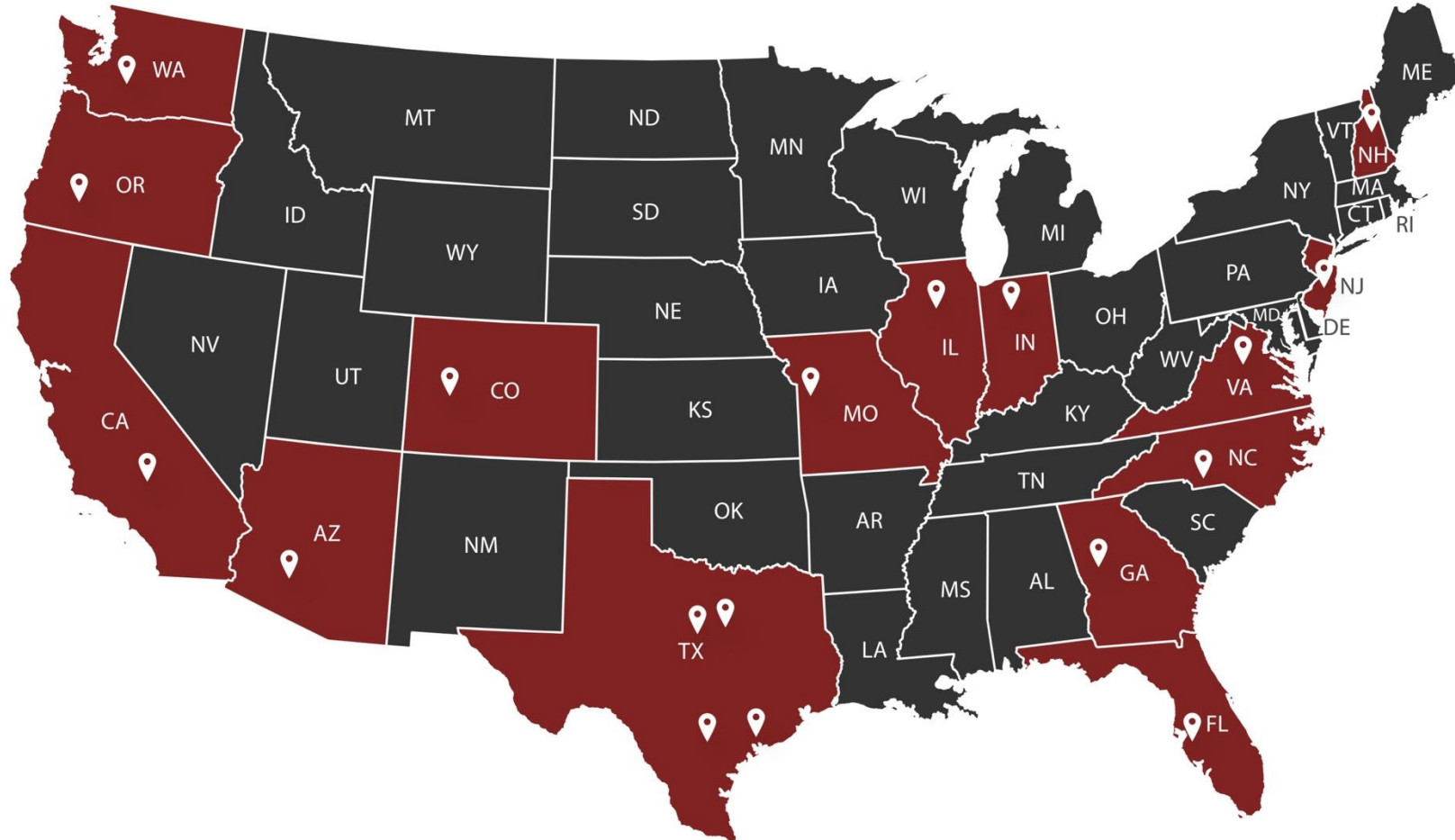
Aries Building Systems has the experience, resources, and internal coordination to support all phases of modular construction from project initiation through final commissioning. Our delivery approach is structured to ensure continuity between each phase of work, providing agencies with a single point of coordination throughout the project life cycle.

Aries' modular construction capabilities include:

- ✓ **Financing Options:** Support for lease, rental, and purchase structures based on agency needs and project duration.
- ✓ **Pre-construction Planning:** Early coordination to establish scope, schedules, and site requirements.
- ✓ **Design Modification:** Collaboration with design professionals and manufacturers to modify layouts, finishes, and systems to meet functional and code requirements.
- ✓ **Permitting & Regulatory Coordination:** Support for permitting processes and coordination with applicable authorities having jurisdiction, including experience working with the Virginia Department of Education and Building (DEB) review processes when required.
- ✓ **Manufacturing Coordination:** Oversight and scheduling of modular unit production to align with project timelines.
- ✓ **Site Preparation & Foundations:** Coordination of site work, foundations, and utility connections as required.
- ✓ **Transportation & Logistics:** Planning and execution of modular unit transportation in compliance with regulatory and site constraints.
- ✓ **Installation & Set:** On-site coordination of setting, anchoring, and assembly of modular units.
- ✓ **Tenant Improvements:** Completion of interior and exterior finishes, system tie-ins, and final adjustments.
- ✓ **Commissioning & Closeout:** Final inspections, system verification, and documentation prior to occupancy.
- ✓ **Warranty Support:** Provision of written warranties and coordination of warranty services as required.

This phased approach allows Aries to manage multiple modular projects concurrently while maintaining consistent quality, schedule control, and regulatory compliance.

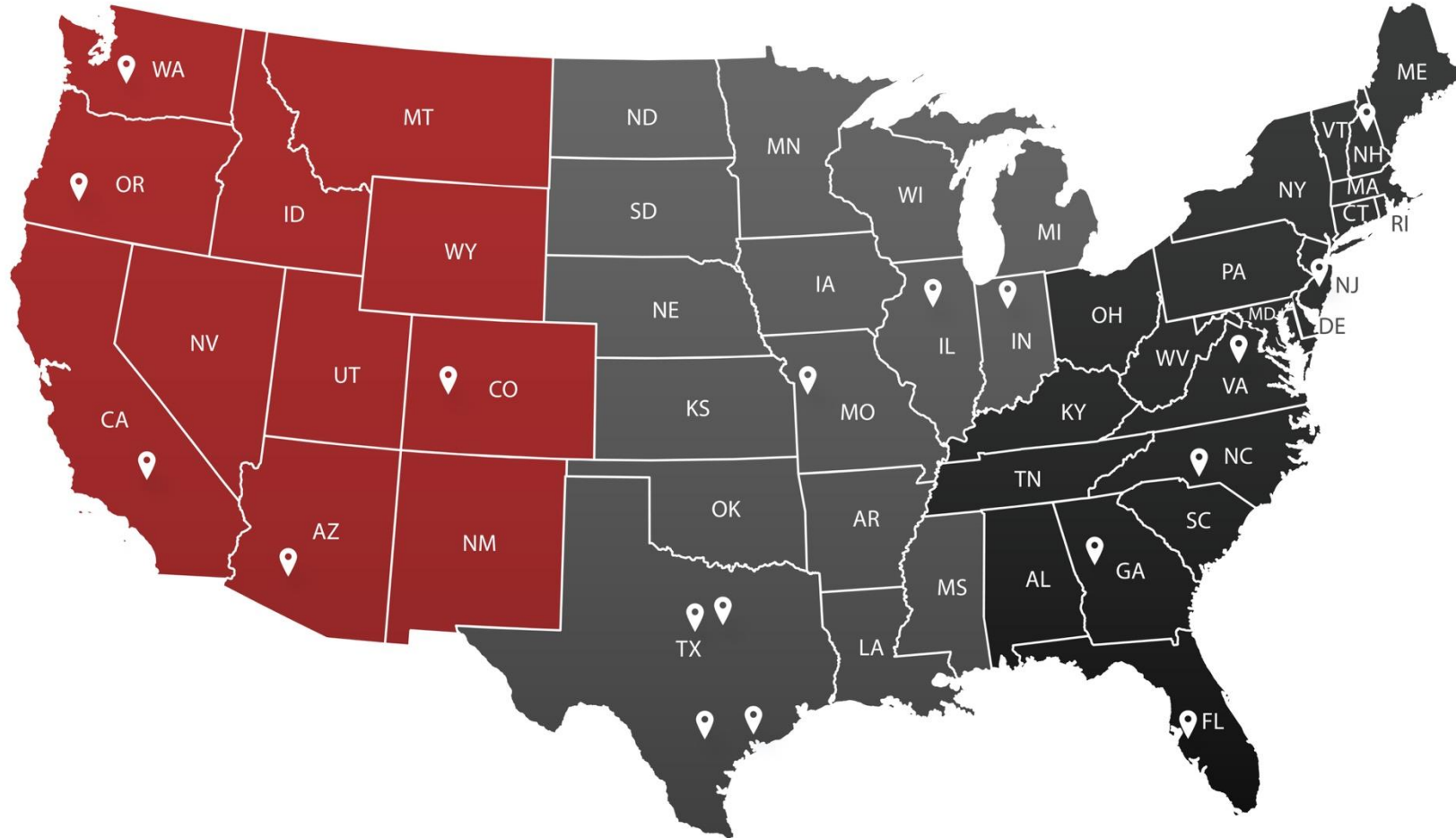




www.ariesbuildings.com

888-598-6689

info@ariesbuildings.com

**West** Region**Central** Region**East** Region



David Jones – DE – MD – NJ – OH – PA - WV

djones@ariesbuildings.com

732-306-3672

Ken Kalsch – KY – NC – SC – TN - VA

kkalsch@ariesbuildings.com

919-819-0786

Rob Sizemore – AL – CT – FL – GA – MA – ME – NH – VT

rsizemore@ariesbuildings.com

443-793-6935

Organizational Structure

The organization of the key personnel that will be specifically dedicated to this project is as follows:

Michael Bollero, Jr., President

Michael Bollero, Jr. is the President of Aries Building Systems. Michael joined Aries Building Systems in 2013 and is responsible for all functions of the business. Prior to joining Aries, Michael held management positions with multiple companies within the modular building and leasing industry. Over the course of his 25 plus year career in the modular building industry, he has served on multiple modular building industry committees and played key roles in countless projects that have garnered industry acclaim. His dynamic leadership style is a driving force behind Aries Building Systems' continuous pursuit for setting the new standard for excellence in the industry. Michael is responsible for overseeing all aspects of the Aries powerhouse and is involved in all phases of projects, including this for The Commonwealth of Virginia and James Madison University should Aries be awarded the opportunity.

Jay Scott, Construction Manager

Jay is directly responsible for all major projects and daily operations. Established Senior HSE and Construction Management Professional with over 15 years of Project Management, Design, and Business Operations expertise. Results-driven leader achiever with on-site Safety and Field supervision experience. Solid ability to rapidly assimilate new technologies and concepts to meet the demands of dynamic environments and customer satisfaction. Jay is responsible for overseeing the entire project construction process for The Commonwealth of Virginia and James Madison University, from beginning to end. Jay will ensure that the Aries construction/project team meets the deadlines specified and that all aspects of the project are completed accurately, within budget, and on time.

Danny Harling, Project Designer

Danny is a project designer for Aries Building Systems, a leading provider of modular buildings, workforce housing solutions and construction services. Danny's duties include design engineering of modular buildings and supporting our production and install teams. He has extensive Construction Document production and Construction Administration experience. Danny's responsibilities are to initiate and create the project design/plans for both Aries and The Commonwealth of Virginia and James Madison University, as well as to develop architectural complexities.



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	13
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	3
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Aries Buildings Systems

Street 17225 El Camino Real, Ste 260

City Houston State Texas Zip 77058

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture Portable Buildings and Living Quarters for the oilfield

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 3 0

Employment information

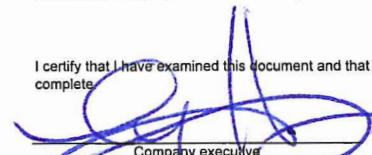
Annual average number of employees 139

Total hours worked by all employees last year 289120

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete



Company executive

346-974-1070
Phone

HR Manager

Title

2/21/25
Date

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2023



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>8</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Aries Buildings Systems, LLC

Street 17225 El Carrino Real, Suite 260,

City Houston State Texas Zip 77058

Industry description (e.g., Manufacture of motor truck trailers)
Manufacture portable buildings and living quarters for the oilfield

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 3 0

Employment information

Annual average number of employees 133

Total hours worked by all employees last year 138,320

Sign here

Knowingly falsifying this document may result in a fine.

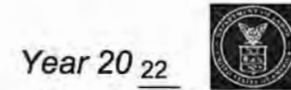
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Ashley Haverin
Company executive
346-974-1070
Phone

HR Manager
Title
2/3/2024
Date

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.



Year 20 22
U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
7	10
(K)	(L)

Injury and Illness Types			
Total number of . . . (M)			
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Aries Building Systems, LLC

Street 17225 El Camino , Suite 260

City Houston State TX Zip 77058

Industry description (e.g., *Manufacture of motor truck trailers*)
manufacture portable buildings and living quarters for oilfield

North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 135

Total hours worked by all employees last year 284,500.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title HR Manager

Company executive
Phone 346.774.1070 Date 2/10/2023

Reset

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	2
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	10
(K)	(L)

Injury and Illness Types			
Total number of . . . (M)			
(1) Injuries	3	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Aries Buildings Systems, LLC

Street 1919 Mueller Lane

City Troy State TX Zip 76579

Industry description (e.g., *Manufacture of motor truck trailers*)
Manufacture portable buildings and living quarters for the oilfield

North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

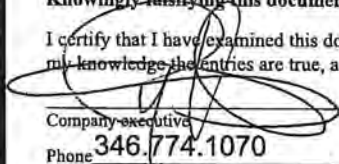
Annual average number of employees 133

Total hours worked by all employees last year 279,640.00

Sign here

~~Knowingly falsifying this document may result in a fine.~~

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

 HR Manager
 Title

Company executive 346.774.1070
 Phone

Date 02/10/2021

Reset

Attachment A - Offerer Data Sheet

(INTENTIONALLY LEFT BLANK (PLEASE SEE THE BELOW ATTACHMENT))



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 13 Months 4

- 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 #
--------	-------------------	---------	------------------------

Fulton County Public Schools | 8 Years Ongoing Services | 1130 Spalding Dr, Atlanta, GA 30337 | Samir Hanif - 470.254.1248

Dooly County School System | 2 Years | 202 Cotton Street, Vienna, GA 31092 | Robert Williams - 229.947.3201

District 5 Schools of Spartanburg County | 100 North Danzler Rd, Duncan, SC 29334 | Greg Wood - 864.949.2350

Houston Independent School District | 10 Years and Ongoing Services | 4400 West 18th St, Houston, TX 77092 | Sizwe Lewis - 713.556.9292

Town of Dighton | 1 Year | 979 Somerset Ave, Dighton, MA 02715 | Jim Thornley - 508.838.8169

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

Aries Building Systems, LLC | 2900 S Quincy Street, Suite 425, Arlington, VA 22206

- 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 Business Subcontracting Plan SWaM)

(INTENTIONALLY LEFT BLANK (PLEASE SEE THE BELOW ATTACHMENT))



ATTACHMENT B

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

Offeror Name: Aries Building Systems, LLC Preparer Name: David Jones

Date: 2/12/2026

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 SBSBD 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

Good Faith Effort Statement - SWaM Participation

Aries Building Systems is not a Department of Small Business and Supplier Diversity (SBSD)-certified Women-Owned Business Enterprise (WBE). However, Aries fully supports the Commonwealth of Virginia's objective to encourage participation by Small, Women-Owned, and Minority-Owned businesses in state procurement activities.

Aries has reviewed the scope of services under this solicitation and has evaluated potential subcontracting opportunities. Where subcontracting opportunities are practicable, Aries will make good faith efforts to identify and engage SBSBD-certified small businesses, including women-owned and minority-owned firms, for applicable portions of the work.

These efforts may include outreach to certified vendors listed in the SBSBD directory, evaluation of local and regional certified subcontractors for site work, installation support, transportation, and related services, and consideration of certified firms for joint venture or partnership opportunities when appropriate.

Aries is committed to complying with all SWaM reporting and documentation requirements associated with this contract and will provide required evidence of participation in accordance with Commonwealth guidelines.



VASCUPP Sales Disclosure

Not Applicable - 0



Pricing Proposal

Modular Building Systems:

Option #1 - 12'x40' Wide Open unit	\$58,078.00
Option #2 - 12'x40' w/ One Office	\$58,065.00
Option #3 - 12'x40' w/ One Office and One Bathroom	\$62,742.00

Storage/Shipping Containers:

Option #1 - 20' container (new)	\$5,337.00
Option #2 - 20' Container (used)	\$3,400.00
Option #3 - 40' Container (new)	\$5,875.00
Option #4 - 40' Conatiner (used)	\$3,650.00

**All prices include delivery to Zone 2 (James Madison University). Deliveries to other sites will adjusted on a per mile basis. Containers and Modular Buildings will be dropped at an agreed upon location. Customer will provide clear and easy access to the drop zone. Final installation will be priced upon request and will vary based upon site conditions and agreed upon scope of work.*



Licensing, Bonding & Compliance Documentation

(INTENTIONALLY LEFT BLANK (PLEASE SEE THE BELOW ATTACHMENT))



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

09-30-2027

NUMBER

2705187484

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC



ARIES BUILDING SYSTEMS LLC
17225 EL CAMINO REAL STE 260
HOUSTON, TX 77058



James B. 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)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC
NUMBER: 2705187484 EXPIRES: 09-30-2027

ARIES BUILDING SYSTEMS LLC
17225 EL CAMINO REAL STE 260
HOUSTON, TX 77058



(FOLD)

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

DPOR-PC (02/2017)

LICENSE PRIVILEGES AND INSTRUCTIONS

This license, certificate, or registration is issued to the individual or business named on the front of this document and is **NOT TRANSFERABLE**. Notify the Board of changes to name (individual, business, and/or trade), mailing address, or location.

The privileges of this license, certificate, or registration are hereby granted to the individual or business to operate in accordance with the terms of the license, certificate, or registration herein designated and the applicable statutes of the Commonwealth of Virginia and the regulations of the Board.

The privileges conferred by this license, certificate, or registration shall continue until the expiration date. However, the license, certificate, or registration may be suspended or revoked prior to expiration.

Information about our agency, boards, and programs can be found at <http://www.dpor.virginia.gov>. Any questions relative to the issuance, privileges and maintenance of your license, certificate, or registration should be addressed to the Board.

THIS DOCUMENT AND POCKET CARD CONTAIN SECURITY FEATURES. ALTERATION OF THIS DOCUMENT OR A POCKET CARD, USE AFTER EXPIRATION, OR USE BY ANOTHER INDIVIDUAL OR BUSINESS MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

THIS DOCUMENT AND POCKET CARD
CONTAIN SECURITY CARD FEATURES.
ALTERATION OF THIS DOCUMENT
OR POCKET CARD, USE AFTER
EXPIRATION, OR USE BY ANOTHER
INDIVIDUAL OR BUSINESS MAY
RESULT IN CRIMINAL
PROSECUTION UNDER THE
CODE OF VIRGINIA.



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

February 12, 2026

Re: Aries Building Systems, LLC

To Whom It May Concern,

We are the surety bonding agent for Aries Building Systems, LLC, of Houston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. Since 2019, Aries Building Systems, LLC has been bonded through Swiss Re Corporate Solutions America Insurance Corporation (Swiss Re), which has an A.M. Best Rating of A+ (Superior) with a Financial Size Category of XV (\$2 Billion or greater). Swiss Re has agreed to support performance and payment bonds for single projects up to \$20,000,000.00 as long as these projects fit within a \$75,000,000.00 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between Aries Building Systems, LLC, and Swiss Re, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason Swiss Re does not execute said bonds.

We hold Aries Building Systems, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

Robert C. Davis
Surety Bond Producer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2025

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 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 Bowen, Miellette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	CONTACT NAME: Jessica Leonard PHONE (A/C. No. Ext): 713-880-7100 E-MAIL ADDRESS: jleonard@bmbinc.com		FAX (A/C. No.): 713-880-7166
	INSURER(S) AFFORDING COVERAGE		
INSURED Aries Building Systems, LLC 17225 El Camino Real, Ste. 260 Houston TX 77058	INSURER A : Twin City Fire Insurance Company	NAIC # 29459	
	INSURER B : Trumbull Insurance Company	27120	
	INSURER C : Nutmeg Insurance Company	39608	
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1431755834

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	61ECSOF0BMK	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	61UENDS2918	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	61XSON0C2R	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	61WEBL8M8X	12/31/2025	12/31/2026	<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)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing the Contact Person as shown above.

General Liability:
 Blanket additional insured Ongoing Operations per form #EH0002 06 05
 Blanket additional insured Completed Operations per form #EH0002 06 05
 Blanket waiver of subrogation per form #EH0002 06 05
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SPECIMEN
 For Informational & Bidding Purposes Only

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Aries Building Systems, LLC 17225 El Camino Real, Ste. 260 Houston TX 77058	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket primary/non-contributory per form #EH2403 08 09

Automobile:
 Blanket additional insured per form #HA9916 12 21
 Blanket waiver of subrogation per form #HA9916 12 21
 Blanket primary/non-contributory per form #HA9916 12 21

Worker's Compensation:
 Waiver of subrogation per form #WC420304B ; WC000313

Umbrella:
 Blanket additional insured per form #XN000816 06/05
 Blanket waiver of subrogation per form #XN000816 06/05
 Blanket primary/non-contributory per form #XN200013 09/11



COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS - BROAD FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II Who Is An Insured.

Other words and phrases that appear in quotation marks have a special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that you or any insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies; but only to the extent that such "bodily injury" or "property damage" is in excess of the "self-insured retention" that has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".
- b. You are responsible for payment of expenses for any defense counsel selected by or on behalf of you or any insured, including "claim expenses", until the "self-insured retention" has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If we make a payment relating to the defense counsel or defense of any claim against you or any insured within the "self-insured retention", it will be on your behalf, and you must reimburse us within seven business days of the date you receive notice that such payments have been made.

"Claim expenses" and other defense expenses incurred subsequent to the exhaustion of the "self-insured retention" are payable by us, as provided in Supplementary Payments.

- c. If the claim is within the amount of the "self-insured retention", then subject to subsection d. below, you shall have the duty to defend any "suit" brought against you or any insured seeking damages because of "bodily injury" or "property damage" to which this insurance applies. Such duty shall continue until the "self-insured retention" has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If, however, the amount you have paid on your behalf or on behalf of any insured, for "claim expenses" or judgments and settlements for a claim exceeds the amount of the "self-insured retention", then we shall have the right and duty to defend you or such insured against such claim. Our right and duty to defend ends when we have used up the Limits of Insurance in the payment of judgments or settlements to which this Coverage Part applies.

- d. If the amount you have paid, on your behalf or on behalf of any insured, for "claim expenses" and judgments or settlements for a claim does not exceed the amount of the "self-insured retention", we shall not be obligated to assume charge of, participate in, or pay for the investigation or defense of any claim or "suit".

However, if such claim or "suit", in our opinion, involves or is reasonably likely to involve payment by us under this Coverage Part, we shall:

- (1) Require you or the insured against whom a claim is made or "suit" is brought, to obtain our written consent regarding the selection of any defense counsel;
- (2) At our own expense, have the right but not the duty to investigate and to assign counsel in addition to any defense counsel assigned by or on behalf of you or the insured. Such additional counsel shall have the right to participate in the investigation, defense or settlement of any claim or "suit" on our behalf; and
- (3) Have the right but not the duty to assume control of the defense, and we shall have that right even if we have not elected to assign additional defense counsel.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business; and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in sub-paragraphs (d) or (f); or
 - (ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations" hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III LIMITS OF INSURANCE

1. The Most We Will Pay

Subject to item 1.a. of the **Insuring Agreement**, the Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- b. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit



WARRANTY

Aries Building Systems, LLC warrants for a period of one (1) year from the date of invoice to its' client that each modular building supplied by it will be free from defects in material and workmanship under normal use and service. Mechanical items such as heater, air conditioner, hot water heater and other components, which are purchased by Aries Building Systems, LLC from equipment manufacturers, carry their own warranty. The warranty does not cover any modular building that has been subject to misuse, neglect, or accident.

Further, Aries Building Systems, LLC Limited Warranty is contingent to the following conditions:

This warranty shall not apply unless the structure has been installed in accordance with the plans and specifications and Aries Building Systems, LLC Installation Manual.

All claims for warranty must be approved by the Aries Building Systems, LLC Service Department prior to the performance of work and contain the following information:

- Serial Number
- Description of the problem
- Location of the unit
- Point of Contact with Telephone number and email address
- Anticipated cost of repair if work will not be performed by Aries Building Systems, LLC service personnel
- Labor Rates that will apply to the repair work

Any work performed prior to notification or without the necessary information may not be reimbursed. All warranty work must have an Aries Building Systems, LLC Authorization Number prior to commencement of the repair.

Aries Building Systems, LLC will approve labor rates that take into consideration the normal time to perform the necessary repair and the location of the work, however Aries Building Systems, LLC is not bound to prevailing wage or premium time labor costs. Aries Building Systems, LLC attempt to use its own personnel to perform warranty repairs whenever possible.

The remedy herein provided is Aries Building Systems, LLC's only obligation. In no event shall Aries Building Systems, LLC be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment, unless such damages are for personal injury.

The foregoing warranty is expressly in lieu of all other warranties, whether expressed or implied, including but not limited to the applied warranty or merchantability and fitness for a particular purpose.



WARRANTY CERTIFICATE

Client: _____
Project: _____
Serial Numbers: _____
Warranty Start Date: _____
Warranty Expiration Date: _____

**Aries Building Systems, LLC
Limited Warranty**

Aries Building Systems, LLC warrants for a period of one (1) year from the date of invoice to its' client that each modular building supplied by it will be free from defects in material and workmanship under normal use and service. Mechanical items such as heater, air conditioner, hot water heater and other components, which are purchased by Aries Building Systems, LLC from equipment manufacturers, carry their own warranty. The warranty does not cover any modular building that has been subject to misuse, neglect, or accident. Further, Aries Building Systems, LLC Limited Warranty is contingent to the following conditions:

1. This warranty shall not apply unless the structure has been installed in accordance with the plans and specifications and Aries Building Systems, LLC Installation Manual.
2. All claims for warranty must be approved by the Aries Buildings Systems, LLC Service Department prior to the performance of work and contain the following information:
 - a. Serial Number
 - b. Description of the problem
 - c. Location of the unit
 - d. Point of Contact with Telephone number and email address
 - e. Anticipated cost of repair if work will not be performed by Aries Building Systems, LLC service personnel
 - f. Labor Rates that will apply to the repair work
3. Any work performed prior to notification or without the necessary information may not be reimbursed. All warranty work must have an Aries Authorization Number prior to commencement of the repair.

Aries Building Systems will approve labor rates that take into consideration the normal time to perform the necessary repair and the location of the work, however Aries will not be bound to prevailing wage or premium time labor costs. Aries will attempt to use its own personnel to perform warranty repairs whenever possible.

The remedy herein provided is Aries Building Systems' only obligation. In no event shall Aries Building Systems, LLC be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment, unless such damages are for personal injury.

The foregoing warranty is expressly in lieu of all other warranties, whether expressed or implied, including but not limited to the applied warranty or merchantability and fitness for a particular purpose.

Aries Buildings Systems Representative - Signature

Aries Building Systems Representative - Name and Title

Aries Building Systems, LLC
17225 El Camino Real, Ste. 260
Houston, TX 77058

Additional Required Attachments

(INTENTIONALLY LEFT BLANK (PLEASE SEE THE BELOW ATTACHMENT))



dg

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

Christopher Newport University (Newport News)

College of William and Mary (Williamsburg)

Norfolk State University (Norfolk)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Virginia State University (Petersburg)

Zone 9

University of Virginia - Wise (Wise)

dg

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



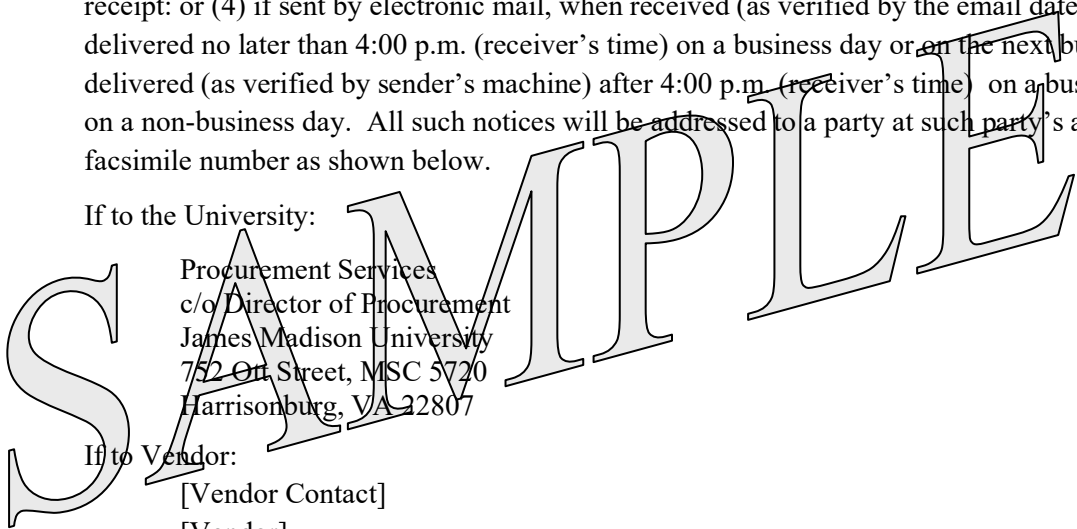
Procurement and Supplier Diversity Services
 University of Virginia, Carruthers Hall
 c/o VHEPC
 PO Box 400202
 1001 N. Emmet Street
 Charlottesville, VA 22904

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



Aries Building Systems, LLC Terms & Conditions

(INTENTIONALLY LEFT BLANK (PLEASE SEE THE BELOW ATTACHMENT))





Aries Building Systems, LLC, ("Aries")
BID CLARIFICATION(S)/EXCEPTION(S) ADDENDUM

JAMES MADISON UNIVERSITY
REQUEST FOR PROPOSAL- RFP# DKM-1246
Modular Buildings and Storage Containers

THIS PROPOSAL/ SOLICITATION RESPONSE IS SUBMITTED BY ARIES CONTINGENT UPON THE FOLLOWING UNDERSTANDINGS:

1. If bid is awarded to Aries, the Parties shall execute a Sale Agreement with mutually acceptable terms that shall be considered "Contract Documents". Title shall not pass until Aries receives payment in full of contract value without offset or abatement of any kind. Aries is not agreeable to withholding or retainage of any portion of payment. If bid is awarded to Aries for lease, bid will be considered a True Lease subject to Aries General Lease Terms and Conditions which shall be the controlling document for the Lease. Title shall not pass.
2. The Aries Proposal/Bid shall be made as part of the "Contract Documents", including this Bid Clarification/Exceptions document.
3. For newly manufactured Equipment or custom-built Equipment, the drawings, specifications, submittals, opinions, and any other referenced design ("Specs") will be used to create engineered final drawings which require approval from all Parties prior to production ("Final Drawings"). Any conflict or contradiction between the Specs and the Final Drawings will be resolved in favor of the Final Drawings. The process of obtaining all requisite submittals and customer approvals for creation of Final Drawings may affect production and performance time. Aries's performance time shall be equitably adjusted based on Buyer's submittal/approval delays. Should any modification or customization be included in the Work, Work will commence after Seller receipt of customer approved final drawings (the "Commencement Date") and will diligently pursue to substantial completion within a commercially reasonable time (the "Contract Time"), with all "punch list" work completed within sixty (60) days following the date of Substantial Completion. The Work is deemed Substantially Complete when (i) all Work, excepting only minor punch list items, is complete, and (ii) the is capable of being beneficially used as intended ("Substantially Complete" or "Substantial Completion").
4. If bid includes Equipment as USED, the meaning of USED shall include previously utilized and is being purchased by Buyer in USED condition.
5. The Total Price does not include costs related to site preparation or utilities, unless otherwise included in bid proposal. The Total Price does not include costs which may arise as a result of unknown, latent, or hidden conditions, rock removal, dewatering of site, or hazardous waste remediation/removal, inadequate soil pressure and leveling, or removal of any other site obstructions. The Total Price does not include telecommunications equipment or services as part of its offered product or services.
6. Any required bonds and insurance supplied by Aries shall be maintained until Buyer's acceptance.



7. When the payment of Prevailing Wage is required, this requirement applies only to workers and laborers who perform onsite during the installation of the Equipment.
8. **OCCUPANCY.** Buyer will not (nor allow any other contractor, owner, or agent) use, occupy, modify, or alter the Equipment until after final acceptance. In the event of such use, occupancy, modification, or alteration, Buyer's final acceptance of the Work and the Equipment shall be deemed.
9. **TAXES.** Buyer shall be responsible for all sales and taxes which are not covered by a valid tax exemption certificate.
10. **PERMITS.** Unless otherwise provided for in Aries bid proposal, Aries will provide transportation permits. Site permits or permits for nonstandard delivery or setup may result in extra charges to Buyer.
11. **INSURANCE.** Aries will provide specimen COI with bid submission to indicate applicable insurance coverage included with bid/proposal. Parties acknowledge and agree that Aries is exempt from CCIP.
12. **WARRANTY.** The sole warranty by Contractor/Seller is as set out in the formal Warranty Certificate supplied by Contractor to the Buyer and subject to the terms of such Warranty Certificate. Seller provides only an express pass-through manufacturer warranty with respect to the products; Seller provides no implied warranty. Aries/Seller provides a one-year warranty for the services provided under the Agreement. If equipment is leased and not purchased, warranty is limited and subject to the warranty conditions set forth in Aries General Lease Terms and Conditions.
13. **DAMAGES.** If claims for damages include liquidated damages, it is agreed that this will be the sole and exclusive remedy. Claims for damages shall not include incidental or consequential damages. Aries takes exception to any damages for late delivery for causes outside of Aries control. Causes outside of Aries control may include, but not limited to, customer site preparation and readiness, permitting, and State (or customer) plan/drawing approval delays. Aries delivery timeline is within industry standard timelines, as noted in the RFP/Invitation to Bid document, and subject to customer and state reviews and approvals.
14. **OWNER CONTRACT.** Owner Contract and flow downs therefrom, is only applicable to Aries if Owner Contract is provided to Aries, is relevant to the scope of work provided by Aries, and include only those portions which are articulated into the subcontract to by Aries, prior to the execution of Agreement.
15. **DISPUTE RESOLUTION.** Aries is not agreeable to any binding dispute resolution, including but not limited to arbitration. Aries agrees to participate in mediation for any disputes arising under the Agreement or the Work. Any disputes remaining after good faith attempt to mediate the issues shall be subject to litigation in the state or federal court in the county having jurisdiction over the subject matter and the parties.
16. **INDEMNIFICATION.** Indemnification by Aries shall be proportional and applicable to the portion of the Project performed by Aries.



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)



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

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

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

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

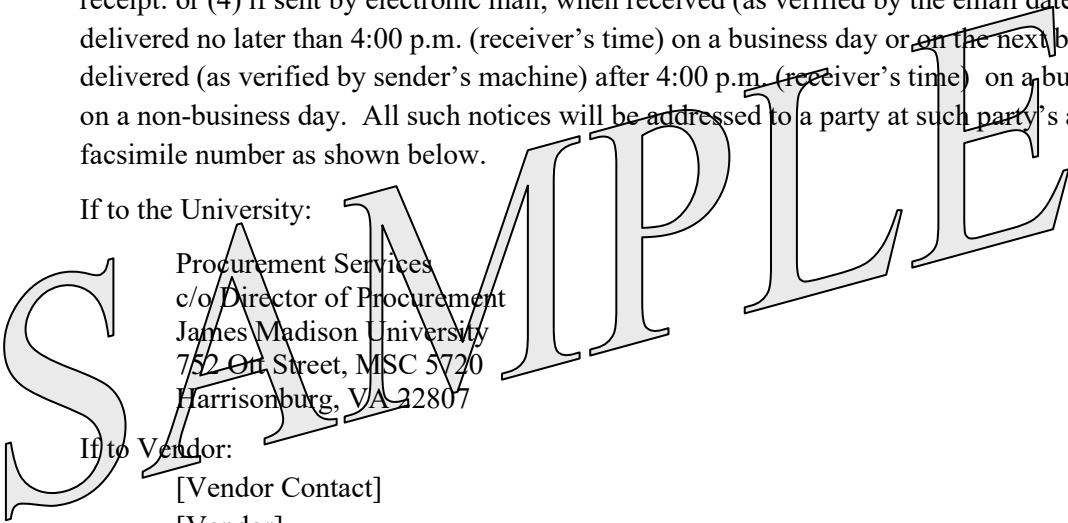
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail,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