



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU-6077

This contract entered into this 30th day of June, 2021, by Partners Excavating Co. 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 July 21, 2021 through July 20, 2022 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal THW-1113 dated April 27, 2021:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated May 21, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated June 22, 2021.

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

CONTRACTOR:  
By:   
(Signature)  
Scott Berkey  
(Printed Name)  
Title: President

PURCHASING AGENCY:  
By:   
(Signature)  
Theresa H. Wuenschel  
(Printed Name)  
Title: Buyer Specialist



## Negotiation Summary

1. Contact information for Partners Excavating Co.:

Brad Grove, Business Development Manager

Phone – C: (540) 607-0255

Brad.grove@partners-excavating.com

2. See Pricing Schedule attached. The University will only pay what's agreed upon in the pricing schedule. Therefore, pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.

	Normal Working Hours		Emergency Hours
<b>Services</b>			
Principal	\$105.00	per hour	\$158.00
Certified Safety Professional/Sr. Project Manager	\$90.00	per hour	\$135.00
Environmental Engineer/Professional Geologist	\$87.00	per hour	\$130.00
Project Manager	\$80.00	per hour	\$120.00
Equipment Manager	\$64.00	per hour	\$96.00
Responsible Land Disturber	\$64.00	per hour	\$96.00
Staff Geologist	\$65.00	per hour	\$98.00
Environmental Scientist	\$65.00	per hour	\$98.00
Draftsperson/ CADD Operator	\$54.00	per hour	\$81.00
Field Technician	\$50.00	per hour	\$75.00
Administrative/Documents Manager	\$40.00	per hour	\$60.00
Supervisor	\$54.00	per hour	\$81.00
Laborer	\$46.00	per hour	\$69.00
Vacuum Truck and operator services	\$120.00	per hour	Daily Mobilization Fee:\$220.00
Confined Space Entry cost per crew (# 4 crew members)	\$420.00	per hour	Daily Mobilization Fee:\$300.00
Liquids Hauling Charge	\$0.20	per gallon	\$0.35
Solids Hauling Charge	\$0.40	per gallon	\$1.10
Pressure Wash Fee	\$575.00	per event	\$865.00
<b>Equipment</b>			
Trackhoe	\$1,800.00	per day	\$2,700.00
Mini Excavator	\$900.00	per day	\$1,350.00
Backhoe	\$900.00	per day	\$1,350.00
Skid Steer	\$720.00	per day	\$1,080.00
Single-axledump	\$630.00	per day	\$945.00
Tandem Axle Dump Truck	\$720.00	per day	\$1,080.00
Service truck (4 hour minimum)	\$900.00	per day	\$1,350.00



CCTV Equipment with Trailer	\$600.00	per day	\$900.00
Dewatering Pump (6") and Hoses	\$450.00	per day	\$675.00
Chipper	\$750.00	per day	\$1,125.00
<b>Other Direct Costs</b>			
Provide & install replacement backfill (compacted clay)	\$27.50	per ton	
Class I Rip Rap	\$48.00	per ton	
Clearing and Grubbing Crew cost per crew (# <u>2</u> crew members)	\$292.00	per hour	Daily Mobilization Fee:\$500.00
Erosion Control Mat with Staples	\$675.00	per roll	
Soil and water analysis (standard turnaround)			
-Characterization			
-Total petroleum hydrocarbon (TPH)	\$60.00		
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$60.00		

Date: 6/22/2021



# **Request for Proposal**

## **RFP# THW-1113**

**Stormwater Structures Maintenance**

Submitted to James Madison University

May 25, 2021

Bids due by 2:00 p.m.

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

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RFP# THW-1113

Issue Date: 04/27/2021  
Title: Stormwater Structures Maintenance  
Issuing Agency: Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 25, 2021 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Terri Wuenschel, Buyer Specialist, Procurement Services, [wuenscth@jmu.edu](mailto:wuenscth@jmu.edu); 540-568-7209; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Partners Excavating

PO Box 2098

Harrisonburg, VA

Date: 5/21/2021

Web Address: [www.partners-excavating.com](http://www.partners-excavating.com)

Email: [Seth@partners-excavating.com](mailto:Seth@partners-excavating.com)

By:

  
(Signature in Ink)

Name: Seth Berkey

(Please Print)

Title: President

Phone: (540)-433-1475

Fax #: (540)-533-7034

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 SB #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

## **Statement of Needs**

Partners Excavating shall provide all labor, materials, equipment, supervision, documentation, and disposal necessary for cleaning, maintenance, and repair of campus stormwater structures and best management practices to include: bioretention filters, sand filters, various manufactured BMP systems, emergency repair/replacement etc. as needs arise on the campus of James Madison University.

If any proposed projects require an Environmental Engineer/Professional Geologist services, Partners Excavating shall coordinate with a certified environmental consulting company. Partners Excavating will sub-contract out the Environmental Engineer/Professional Geologist, Staff Geologist, Environmental Scientist, vacuum truck and operator services, liquids hauling, solids hauling, and soil and water analysis to the certified environmental consulting company.

## **Statement of OSHA Inspections**

Partners Excavating Company has been part of numerous volunteer OSHA Inspections over the years.

Partners Excavating Company was inspected by OSHA on 9/11/2014. The inspection site was 1151 Driver Drive, Harrisonburg, VA. Partners Excavating Company had two violations, both were for backup alarms on two different pieces of equipment. Inspection Number: 994989

The Violations were corrected, and the citations were paid in full

## **Contract Renewal**

No institution, agency, or company has ever chosen not to renew a contract with Partners Excavating Company.

## **SPECIFIC PLAN FOR PROVIDING PROPOSED SERVICES**

1. Partners Excavating shall submit a detailed proposal by due date detailing Scope of Work and price to perform that work. Partners Excavating shall sign and return owner's contract and agreement as required.
2. Prior to beginning work on these projects, Partners Excavating's Project Manager shall contact Miss Utility, JMU's Miss Utility, and apply for and obtain all necessary permits and provide documentation as required, and proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
3. Partners Excavating's Project Manager must meet with JMU's Project Manager and representatives, DCR's representative, and others are required for pre-construction conference, if required.
4. Partners Excavating must provide material submittal to JMU as required for approval.
5. Partners Excavating shall mobilize equipment and labor to job site. Partners Excavating shall install and maintain erosion and sediment control measures as required and make adjustments as necessary to be in compliance with DCR inspections.
6. Partners Excavating shall have certified Responsible Land Disturber (RLD) on site. Please see attached employee certifications.
7. Partners Excavating shall perform work in a timely and professional manner, working closely with Vista Environmental, including proper restoration of site as required.
8. At completion of work, Partners Excavating must participate in a walk-through with JMU's representative and make any necessary adjustments and corrections to work.
9. Partners Excavating must submit final completion documents and warranties as required and apply for final payments.

## **Erosion and Sediment Control**

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

## **Bio-retention filtration**

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

Partners Excavating installed the Stormwater Pods at James Madison University's College of Business and Student Housing.

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

Partners Excavating has installed the CONTECH underground stormfilter for the James Madison University Athletic Fields on the Port Republic Road project as well as the Grace Street Extension Project.

Partners Excavating has installed numerous Filterra units across the James Madison University Campus.

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

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

## **Comparable Experience with Similar Services**

Partners Excavating is capable of providing services for completing the cleaning, maintenance, and repairs of James Madison University Campus Stormwater Structures. Please see the listing below for recent jobs that required Stormwater Structure installation.

Partners Excavating has installed bio-retention filters at Albert Long Park in Rockingham County.

Partners Excavating has installed bio-retention filters at the Bowman Andros expansion in Mount Jackson, VA.

Partners Excavating has installed bioretention filters, Focal Point, and sand filters for Shenandoah Valley Electric.

Partners Excavating has installed a Contech 96" underground detention system to replace an existing, failing system for Fluvanna County High School in Fluvanna County, VA.

## PARTNERS EXCAVATING PROJECT MANAGER

Chris Showalter—Project/Safety Manager who can be reached at [REDACTED] or email [Chris@partners-excavating.com](mailto:Chris@partners-excavating.com)

Chris has been employed by Partners Excavating for 22 years.

### Project Manager:

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

## PARTNERS EXCAVATING PROJECT MANAGER

**Chris Ruddle—Project Manager who can be reached at**

**[REDACTED]** or email [cruddle@partners-excavating.com](mailto:cruddle@partners-excavating.com)

**Chris has been employed by Partners Excavating for 14 years.**

### **Project Manager:**

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

## PARTNERS EXCAVATING PROJECT MANAGER

Elliott Peachey—Project Manager who can be reached at [REDACTED]

[REDACTED] or email [Elliott@partners-excavating.com](mailto:Elliott@partners-excavating.com)

Elliott has been employed by Partners Excavating for 22 years.

### Project Manager:

- Upon Notice to Proceed, Partners Excavating's Project Manager will communicate with the Owner's Project Manager regarding Owners project schedule, permits required, and submittals required.
- Partners Excavating will sign and return owner's contract and agreement as required.
- Partners Excavating's Project Manager will contact Miss Utility, obtain all permits required to proceed to schedule necessary equipment and labor to perform work to meet owner's schedule.
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- Partners Excavating will mobilize equipment and labor to job site.
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- Partners Excavating will perform work in a timely and professional manner, including proper restoration of site as required.
- Project Manager will submit monthly billing invoices. At completion of work, Partners Excavating will participate in a walk-thru with the Owners and make any necessary adjustments and corrections to work site. Partners Excavating will submit final completion documents as required and apply for final payment.

## Key Personnel

Project Managers	Phone Number	Years of Service
Chris Showalter		Partners Excavating Co. 22 years
Chris Ruddle		Partners Excavating Co. 14 years
Elliott Peachey		Partners Excavating Co. 22 years
<b>Superintendents</b>		
William Weaver		Partners Excavating Co. 24 years
Gary Harper		Partners Excavating Co. 36 years
Brian Comer		Partners Excavating Co. 9 years
Jerry Kimble		Partners Excavating Co. 14 years
Jeremy Knight		Partners Excavating Co. 22 years
Jason Rhodes		Partners Excavating Co. 26 years
Jeff Schrimsher	Partners Excavating Co. 11 years	
<b>Foremen</b>		
Jerry Acker	Partners Excavating Co. 35 years	
Uriah Balksmith	Partners Excavating Co. 3 years	
Josue Cabrera	Partners Excavating Co. 6 years	
Ezequiel Cardoso	Partners Excavating Co. 16 years	
Juan Cardoso	Partners Excavating Co. 16 years	
Larry Fulk	Partners Excavating Co. 32 years	
Larry Hostetler	Partners Excavating Co. 28 years	
Seth Rhodes	Partners Excavating Co. 19 years	

**Paving Crew**—6 man crew

**Concrete Crews**—(2) 4 man crews

## **PARTNERS EXCAVATING FIELD SUPERINTENDENT QUALITY CONTROL ORGANIZATION**

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

**William has been employed with Partners Excavating for 24 years.**

### **General Superintendent:**

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

### **Sample of Previous Jobs completed:**

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



## INVOICE

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

**To:**

James Madison University  
Facilities Management  
Svcs Bldg Room 207B  
MSC 7001  
Harrisonburg, VA 22807

**Invoice No:** 155366

**Invoice Date:** 04-05-2021

**Customer ID:** JAM210

**Description of Work:** PO #EP3299116

Date	Description	Quantity	Unit	\$ / Unit	Amount
	PO #EP3299116				
	-				
	Asphalt Patching in G Lot Repairs from Water Main Break	1.00	ls	10,720.00	10,720.00

# SAMPLE

JAM210  
155366

**Subtotal:** 10,720.00

**VA Sales Tax:**

**Less Retainage Held:**

**Date Due:** 04-15-2021

**Amount Due:** \$10,720.00

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

## I. PRICING SCHEDULE

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

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

Contractor shall indicate pricing for items on the following list and add any goods or services to this list deemed pertinent. Any additional items added to the pricelist shall be highlighted.

The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.

	Normal Working Hours		Emergency Hours
<b>Services</b>			
Principal	\$105.00	per hour	\$158.00
Certified Safety Professional/Sr. Project Manager	\$90.00	per hour	\$135.00
Environmental Engineer/Professional Geologist	\$87.00	per hour	\$130.00
Project Manager	\$80.00	per hour	\$120.00
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Solids Hauling Charge	\$0.40	per gallon	\$1.10
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<b>Equipment</b>			
Trackhoe	\$1,800.00	per day	\$2,700.00
Mini Excavator	\$900.00	per day	\$1,350.00
Backhoe	\$900.00	per day	\$1,350.00
Skid Steer	\$720.00	per day	\$1,080.00
Single-axledump	\$630.00	per day	\$945.00
Tandem Axle Dump Truck	\$720.00	per day	\$1,080.00
Service truck (4 hour minimum)	\$900.00	per day	\$1,350.00

CCTV Equipment with Trailer	\$600.00	per day	\$900.00
Dewatering Pump {6"} and Hoses	\$450.00	per day	\$675.00
Chipper	\$750.00	per day	\$1,125.00
<b>Other Direct Costs</b>			
Provide & install replacement backfill (compacted clay)	\$27.50	per ton	
Class I Rip Rap	\$48.00	per ton	
Clearing and Grubbing Crew cost per crew (# <u>2</u> crew members)	\$292.00	per hour	Daily Mobilization Fee:\$500.00
Erosion Control Mat with Staples	\$675.00	per roll	
Soil and water analysis (standard turnaround)			
-Characterization			
-Total petroleum hydrocarbon (TPH)	\$60.00		
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	\$60.00		

## COMPANY INFORMATION

Company Name: Partners Excavating Company, Inc.

Mailing Address: PO Box 2098  
Harrisonburg, VA 22801

Street Address: 859 Cottontail Trail  
Mt. Crawford, VA 22841

Telephone Number: (540)-433-1475

Facsimile Number: (540)-433-7034

Contact Person: Seth Berkey

Contact Person Phone Number: (540)-433-1475

State Contractor's License Number: 2701-021547A

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

Type of Organization: Corporation

State of Incorporation: Virginia

Date of Incorporation: October 28, 1986

Federal ID Number:



### Officers:

President Seth A. Berkey

Vice President Adam D. Berkey

Secretary Carl D. Berkey

Treasurer Carl D. Berkey

## **Company Profile**

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

Partners Excavating Company offers total site preparation—including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$15 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 113 people, 50 of whom have been with the company for more than 10 years. This exceptionally stable work force combined with our 45 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

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

# 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 45 Months 5

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
James Madison University	16 Years	Harrisonburg, VA 22807	Mike Derrow (540)-568-7127
WM Jordan	8 Years	708 Bainbridge Street/ PO Box 24366 Richmond, VA 23224	Patrick Barbier (804)-223-6921
Nielson Construction	19 Years	3588 Early Road Harrisonburg, VA 22801	Thomas Moomaw (540)-434-7376
Harman Construction	20 Years	1024 Pleasant Valley Road Harrisonburg, VA 22801	Wayne Witmer (540)-434-4459
City of Harrisonburg	9 Years	409 South Main Street Harrisonburg, VA 22801	Danielle Morris (540)-434-5928 EXT. 2201

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

Partners Excavating

859 Cottontail Trail

Mt. Crawford, VA 22841

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

[ ] YES [ X ] NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT B

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

**Offeror Name:** Partners Excavating **Preparer Name:** Ben Swarey

**Date:** 5/5/2021

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

If yes, certification number: 649647 Certification date: Jan. 2006 exp. 2/14/2023

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: 5/5/2021

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

Offeror / Proposer:

Partners Excavating

Firm

859 Cottontail Trail, Mt. Crawford, Va 22841  
Address

Ben Swarey (540)-421-6561

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)
Mid-Valley Electric 1180 South High Street Harrisonburg, Va 22801	Jeff Gordon (540)-433-6815	SWaM Cert#: 10606	Electrical		
Piedmont Concrete Contractors, Inc. 2811 Hydraulic Road Charlottesville, Va 22901	Catherine Claflin (434)-973-1361	SWaM Cert#: 669771	Concrete		
Prime Fence and Ag Service, LLC. 102 Sunbright Drive Bridgewater, VA 22812	Preston Miller (540)-607-6087	SWaM Cert#: 811063	Fencing		
Sandra's Marking Company, Inc. P.O. Box 418 Buchanan, VA 24066	Sandra Hutchens (540)-254-2140	SWaM Cert#: 626529	Line Painting Signs Traffic Control Flagging		

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

**RETURN OF THIS PAGE IS REQUIRED**

<http://www.virginia.gov>

## Directory Listing

Certification Type

NIGP

NAICS

City

ZIP Code

Business Category

Certification No. ▼

exact match ▼

10606



Match found 1

Sort by: Company name ▼

Show entries: 5 ▼

### Applied Filters

Reset filters



### MID VALLEY ELECTRIC, INC.

JEFF GORDON  
1180 SOUTH HIGH STREET SUITE 100  
Harrisonburg, VA 22801  
Phone: (540) 433-6815  
Fax: (540) 433-5599  
JGordon@midvalleyelectric.net  
(mailto:JGordon@midvalleyelectric.net)

Certification Number: 10606

**SWaM Certification Type:**

Small Start Date: 03-31-2020

SWaM Expiration Date: 03-31-2025

NIGP Code and Description:

91438

Electrical

Pcard: N

Business Category: Construction

(http://www.virginia.gov)



## Directory Listing

 Certification Type

 NIGP

 NAICS

 City

 ZIP Code

 Business Category

 Certification No.  exact match  669771


Match found 1

Sort by: Company name Show entries: 5 

### Applied Filters

Reset filters 

### Piedmont Concrete Contractors, inc.

Catherine Claflin  
 2811 Hydraulic Rd.  
 Charlottesville, VA 22901  
 Phone: (434) 973-1361  
 Fax: (434) 973-9784  
 cclaflin@releecommunity.com  
 (mailto:cclaflin@releecommunity.com)

Certification Number: 669771

#### SWaM Certification Type:

Small Start Date: 10-13-2020  
 Women-Owned Start Date: 10-13-2020  
 SWaM Expiration Date: 10-13-2025  
 NIGP Code and Description:  
 91430 Concrete

Pcard: N

Business Category: Construction

<http://www.virginia.gov>

## Directory Listing

Certification Type

NIGP

NAICS

City

ZIP Code

Business Category

Certification No. ▼

exact match ▼

811063



Match found 1

Sort by: Company name ▼

Show entries: 5 ▼

### Applied Filters

Reset filters



### Prime Fence & Ag Service LLC

Preston Miller  
102 Sunbright Dr  
Bridgewater, VA 22812  
Phone: (540) 607-6087  
p17miller@gmail.com  
(mailto:p17miller@gmail.com)  
N/A (<http://N/A>)

Certification Number: 811063

**SWaM Certification Type:**

Small Start Date: 09-23-2019

SWaM Expiration Date: 09-23-2024

NIGP Code and Description:

33000

FENCING

90900

BUILDING

CONSTRUCTION

SERVICES, NEW (INCL.

MAINTENANCE AND

REPAIR SERVICES)

Pcard: Y

Business Category: Construction

(http://www.virginia.gov)



## Directory Listing

 Certification Type

 NIGP

 NAICS

 City

 ZIP Code

 Business Category

 Certification No. ▼

 exact match ▼

 626529


Match found 1

 Sort by: Company name ▼

 Show entries: 5 ▼

### Applied Filters

 Reset filters


### Sandra's Marking Company, Inc.

Sandra Hutchens  
 P. O. Box 418  
 Buchanan, VA 24066  
 Phone: (540) 254-2140  
 Fax: (540) 254-2659  
 s.hutchens@sandrasmarking.com  
 (mailto:s.hutchens@sandrasmarking.com)  
 www.sandrasmarking.com  
 (http://www.sandrasmarking.com)

Certification Number: 626529

#### SWaM Certification Type:

Small Start Date: 11-21-2017

Women-Owned Start Date: 11-21-2017

SWaM Expiration Date: 11-21-2022

#### NIGP Code and Description:

55088 Traffic Signals and Equipment, Electric Systems

96861 Pavement Marking Services (Including Removal of Markings)

#### DBE Certification Type:

DBE Start Date: 08-01-1986

DBE Fed Type: DBE/WBE

DBE/ACDBE Certifying Agency: SBSD

NAICS Code and Description:

237310	Painting lines on highways, streets and bridges
339950	Signs and signboards (except paper, paperboard) manufacturing
423860	Transportation equipment and supplies (except marine pleasure craft, motor vehicles) merchant wholesalers
532412	Traffic control equipment rental and leasing
561990	Flagging (i.e., traffic control) services

Pcard: N  
Business Category: Construction

**VASCUPP MEMBER SALES DURING LAST 12 MONTHS**

<b>Member Name</b>	<b>Date</b>	<b>Amount</b>	<b>Description</b>	<b>PO #/Contract #</b>
James Madison Univ.	5-29-2020	\$226,438.00	Bluestone Dr. Waterline	EP3151116-V2
James Madison Univ.	6-05-2020	\$19,477.85	Phillips Hall - additional paving	EP3192162
James Madison Univ.	6-08-2020	\$242,776.80	Frye Telecom Duct	EP3164397
James Madison Univ.	6-15-2020	\$4,559.13	Frye Telecom Duct	EP3164397-V2
James Madison Univ.	6-15-2020	\$13,425.00	Carrier Library loading dock crosswalk	EP3181136
James Madison Univ.	6-18-2020	\$8,150.78	Phillips Hall - additional paving	EP3191144
James Madison Univ.	6-18-2020	\$4,075.39	Phillips Hall - additional paving	EP3191145
James Madison Univ.	7-15-2020	\$13,986.00	Phillips Hall - steps/sidewalks	EP3203161
James Madison Univ.	7-17-2020	\$31,170.00	JMAC6 paving	EP3203166
James Madison Univ.	7-27-2020	\$24,373.00	Godwin Transit	EP3196730-V2
James Madison Univ.	7-27-2020	\$58,691.00	Godwin Transit	EP3196736-V2
James Madison Univ.	7-28-2020	\$48,526.75	Frye Telecom Duct	EP3164397-V2
James Madison Univ.	8-06-2020	\$15,590.00	Restore WM Jordan Laydown Area	EP3217443
James Madison Univ.	8-26-2020	\$41,557.00	D-Hub paving	EP3225624
James Madison Univ.	9-09-2020	\$2,640.00	Locust Hill Driveway paving	CC156839
James Madison Univ.	9-11-2020	\$1,530.00	D-Hub parking spaces	EP3229702
James Madison Univ.	9-30-2020	\$5,355.00	Convo Center - topsoil	49054
James Madison Univ.	9-30-2020	\$1,646.65	Miller Hall asphalt patch	CC157695
James Madison Univ.	10-21-2020	\$3,150.00	Topsoil	EP3254381
James Madison Univ.	10-22-2020	\$476.00	Convo Center - manhole frame	158124
James Madison Univ.	10-29-2020	\$20,474.34	Shorts Hall - watermain	EP3251324
James Madison Univ.	12-15-2020	\$9,950.00	Topsoil	CC157143
James Madison Univ.	1-31-2021	\$12,129.01	Godwin Hall waterline	CC160186
James Madison Univ.	2-05-2021	\$1,617.50	Willow Hall sewer repair	CC160538
James Madison Univ.	3-16-2021	\$1,376.00	Topsoil	CC161719
James Madison Univ.	3-17-2021	\$708.00	Topsoil	49505
James Madison Univ.	3-31-2021	\$2,624.00	USB Garage - asphalt patch	EP3292328
James Madison Univ.	4-02-2021	\$5,493.00	Phillips Hall - fire hydrant repair	CC162116
James Madison Univ.	4-05-2021	\$10,720.00	G Lot - asphalt patches	EP3299116
James Madison Univ.	4-07-2021	\$945.00	Topsoil	49573
James Madison Univ.	4-07-2021	\$1,810.00	Topsoil	49574
James Madison Univ.	4-23-2021	\$120,195.02	Temp Dining Hall	EP3303637
James Madison Univ.	5-21-2020	\$941.00	Newman Lake	EP3189389
James Madison Univ.	12-23-2020	\$5,708.00	Jennings Hall biofilter	EP3269222
James Madison Univ.	Winter 2020-21	\$36,112.50	Snow Removal	UCPJMU4725
		<b>\$998,397.72</b>	<b>TOTAL</b>	

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

11-30-2022

NUMBER

2701021547

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* H/H



PARTNERS EXCAVATING  
PO BOX 2098  
HARRISONBURG, VA 22801



*Wayne Broz-Vauphar*  
Wayne Broz-Vauphar Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* H/H

NUMBER: 2701021547 EXPIRES: 11-30-2022

PARTNERS EXCAVATING  
PO BOX 2098  
HARRISONBURG, VA 22801



(FOLD)

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

DPOR-PC (02/2017)



PARTEXC-01

VSHIFLETT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2021

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

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

<b>PRODUCER</b> LD&B Insurance and Financial Services 205 South Liberty Street Harrisonburg, VA 22801	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): <b>(540) 433-2796</b> FAX (A/C, No): <b>(540) 434-9670</b> E-MAIL ADDRESS: <b>info@ldbinsurance.com</b>														
<b>INSURED</b>  Partners Excavating Company PO Box 2098 Harrisonburg, VA 22801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>ERIE INSURANCE EXCHANGE</b></td> <td><b>26271</b></td> </tr> <tr> <td>INSURER B : <b>Erie Insurance Company of New York</b></td> <td><b>16233</b></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>ERIE INSURANCE EXCHANGE</b>	<b>26271</b>	INSURER B : <b>Erie Insurance Company of New York</b>	<b>16233</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : <b>ERIE INSURANCE EXCHANGE</b>	<b>26271</b>														
INSURER B : <b>Erie Insurance Company of New York</b>	<b>16233</b>														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Q41-1050818	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPI/OP AGG \$ 2,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	OTHER:					
A X	AUTOMOBILE LIABILITY		Q05-1040042	5/10/2021	5/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	X HIRED AUTOS ONLY	X				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A X	UMBRELLA LIAB	X	Q29-1070220	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB					AGGREGATE \$ 10,000,000
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Q89-6000112	5/10/2021	5/10/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Motor Truck Cargo		Q41-1050818	5/10/2021	5/10/2022	Deductible \$2,500 400,000
A	Rented/Leased Equipm		Q41-1050818	5/10/2021	5/10/2022	Deductible \$2,500 455,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 BI Skyline LLC, BI Skyline Mezz LLC, Bon MS Holdings LLC, Bon Investments USA LLC, Bon Investments LLC, A2Z Real Estate Inc., Barclays Bank PLC are included as additional insured in regards to General Liability (form ULRH)

**CERTIFICATE HOLDER****CANCELLATION**

SAMPLE

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

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### PARTNERS EXCAVATING COMPANY

is a certified Small

Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.  
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 649647

Valid Through: Feb 14, 2023

Accordingly Certified

A handwritten signature in blue ink, appearing to read "Tracey G. Wiley".

Tracey G. Wiley, Director



# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Brian Comer**

CERTIFICATE NUMBER

RLD16406

EXPIRATION DATE

10/12/2023



# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Gary A Harper**

CERTIFICATE NUMBER

41316

EXPIRATION DATE

2/5/2023



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Gary A Harper

Certificate Number  
41316



Expiration Date  
2/5/2023

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Gary A Harper

Certificate Number  
41316



Expiration Date  
2/5/2023

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

629 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Joseph Hassett**

CERTIFICATE NUMBER

RLD09840

EXPIRATION DATE

6/11/2021



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
629 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Joseph Hassett**

Certificate Number  
RLD09840



Expiration Date  
6/11/2021

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
629 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Joseph Hassett**

Certificate Number  
RLD09840



Expiration Date  
6/11/2021

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Jerry Kimble**

CERTIFICATE NUMBER

RLD12029

EXPIRATION DATE

3/28/2022



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Jerry Kimble**

Certificate Number  
RLD12029



Expiration Date  
3/28/2022

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Jerry Kimble**

Certificate Number  
RLD12029



Expiration Date  
3/28/2022

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Jeremy L Knight**

CERTIFICATE NUMBER

41034

EXPIRATION DATE

12/20/2022



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Jeremy L Knight

Certificate Number  
41034



Expiration Date  
12/20/2022

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Jeremy L Knight

Certificate Number  
41034



Expiration Date  
12/20/2022

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Jason Rhodes**

CERTIFICATE NUMBER

40603

EXPIRATION DATE

10/7/2022



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Jason Rhodes

Certificate Number  
40603



Expiration Date  
10/7/2022

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Jason Rhodes

Certificate Number  
40603



Expiration Date  
10/7/2022

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Seth Rhodes**

CERTIFICATE NUMBER

RLD16769

EXPIRATION DATE

12/1/2023



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Seth Rhodes

Certificate Number  
RLD16769



Expiration Date  
12/1/2023

COMMONWEALTH OF VIRGINIA  
State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Seth Rhodes

Certificate Number  
RLD16769



Expiration Date  
12/1/2023

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Jeff N Schrimsher**

CERTIFICATE NUMBER

41356

EXPIRATION DATE

2/11/2023



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Jeff N Schrimsher

Certificate Number  
41356



Expiration Date  
2/11/2023

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

Jeff N Schrimsher

Certificate Number  
41356



Expiration Date  
2/11/2023

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Bradley W. Hilbert**

CERTIFICATE NUMBER

RLD14358

EXPIRATION DATE

1/22/2023



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA

State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Bradley W. Hilbert**

Certificate Number

RLD14358



Expiration Date

1/22/2023

COMMONWEALTH OF VIRGINIA

State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Bradley W. Hilbert**

Certificate Number

RLD14358



Expiration Date

1/22/2023

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Chris Ruddle**

CERTIFICATE NUMBER

RLD05826

EXPIRATION DATE

1/17/2023



This certificate is for your records and should be kept in a safe location. Please detach the above certificate and the two wallet size cards below. It is your responsibility to ensure that your certification is kept current and that you meet the requirements for re-certification before the expiration date.

COMMONWEALTH OF VIRGINIA  
State Water Control Board  
1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Chris Ruddle**

Certificate Number  
RLD05826



Expiration Date  
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### RESPONSIBLE LAND DISTURBER

**Chris Ruddle**

Certificate Number  
RLD05826



Expiration Date  
1/17/2023

# COMMONWEALTH OF VIRGINIA

## State Water Control Board

1111 East Main Street, Richmond, Virginia 23219

### RESPONSIBLE LAND DISTURBER

**Bradley E Grove**

CERTIFICATE NUMBER

RLD16405

EXPIRATION DATE

10/12/2023



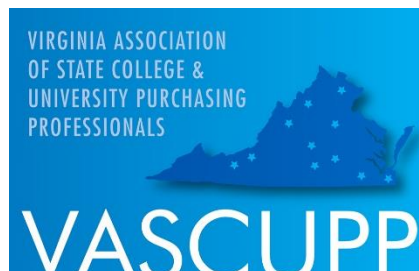


# Request for Proposal

## **RFP# THW-1113**

**Stormwater Structures Maintenance**

**April 27, 2021**



***REQUEST FOR PROPOSAL***

*RFP# THW-1113*

**Issue Date:** 04/27/2021  
**Title:** Stormwater Structures Maintenance  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on May 25, 2021 for Furnishing The Services Described Herein.**

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

All Inquiries For Information And Clarification Should Be Directed To: Terri Wuenschel, Buyer Specialist, Procurement Services, [wuenschth@jmu.edu](mailto:wuenschth@jmu.edu); 540-568-7209; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature in Ink)

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 # THW-1113***

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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 multiple contracts to provide campus-wide stormwater structure maintenance for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

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

The campus is 721 acres and includes 148 buildings. Stormwater structure maintenance through various seasons/weather conditions is a primary concern for the facilities management department.

## **III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION**

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

## **IV. STATEMENT OF NEEDS**

James Madison expects this solicitation to result in a comprehensive contract for cleaning, maintenance, and repair of campus stormwater structures.

JMU does not guarantee any designated amount of orders from this contract. Purchases between contractors awarded will be at the discretion of the University.

### **A. SPECIFIC REQUIREMENTS**

1. The Contractor shall perform cleaning, maintenance, and repair of campus stormwater structures and best management practices to include, but not limited to, bioretention filters, sand filters, various manufactured BMP systems (i.e. CONTECH StormFilter, Stormceptor, Filterra units, bioretention systems), oil-water separators, underground storage vaults, piping, tanks and structures, surface impoundment areas, drop inlets, open drainage channels, streams, catch basins, manholes, outfalls, dry and wet ponds, pond control structures, etc. There may be an occasional need to perform general excavation, patching and repairing.
2. Contractor shall supply all materials, labor, supervision, and documentation required to complete work.

3. Class A Contractor's License is required. Include a copy of Class A License within proposal.
4. All subcontractors must be approved by the University project manager.
5. Contractor shall comply with all applicable federal, state, local, and University regulations when performing this work.
6. Confined space entry and hot work may be required as part of this work.

i. Hot Work

- a. All work involving, but not limited to, welding, brazing, soldering, grinding and other applications that can produce sparks or flame capable of initiating fires shall meet the following safeguards:

01. Before hot work can begin in a non-designated location, a completed hot work permit prepared by the project manager is required. Based on local conditions, the project manager must determine the length of the period, not to exceed 24 hours, for which the hot work permit is valid.

02. The following conditions must be confirmed by the project manager before permitting the hot work to commence:

- a. Atmospheric testing must be performed before work may begin in confined spaces or other areas where a combustible atmosphere may exist. If combustible elements in the atmosphere cannot be eliminated then hot work may not take place.
- b. Contractor is expected to have atmospheric testing equipment available. In the event of an emergency; the JMU Power Plant may be available to assist.
- c. Equipment to be used (e.g. welding equipment, shields, personal protective equipment, fire extinguishers) must be in satisfactory operating condition and in good repair.
- d. The floor must be swept clean for a radius of 35 ft if combustible materials, such as paper or wood shavings are on the floor.
- e. Combustible floors (except wood on concrete) must be (#1) Kept wet or be covered with damp sand ( note: where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock)., or (#2) Be protected by noncombustible or fire-retardant shields.
- f. All combustible materials must be moved at least 35 ft away from the hot work operation. If relocation is impractical, combustibles must be protected with fire-retardant covers, shields or curtains. Edges of covers at the floor must be tight to prevent sparks from going under them, including where several covers overlap when protecting a large pile.
- g. Openings or cracks in walls, floors, or ducts within 35 ft of the site must

be tightly covered with fire-retardant or noncombustible material to prevent the passage of sparks to adjacent areas.

- h. If hot work is done near walls, partitions, ceilings, or roofs of combustible construction, fire-retardant shields or guards must be provided to prevent ignition.
  - i. If hot work is to be done on a wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side by relocating combustibles. If it is impractical to relocate combustibles, a fire watch on the opposite side from the work must be posted.
  - j. Hot work must not be attempted on a partition, wall, ceiling, or roof that has a combustible covering or insulation, or on walls or partitions of combustible sandwich-type panel construction.
  - k. Hot work that is performed on pipes or other metal that is in contact with combustible walls, partitions, ceilings, roofs, or other combustibles must not be undertaken if the work is close enough to cause ignition by conduction.
  - l. Fully charged and operable fire extinguishers that are appropriate for the type of possible fire shall be available immediately at the work area. These extinguishers should be supplied by the group performing the hot work. The fire extinguishers normally located in a building are not considered to fulfill this requirement.
  - m. If hot work is done in proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding or cutting operation. During hot work, special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems (for example, special extinguishing systems or sprinklers).
  - n. Nearby personnel must be suitably protected against heat, sparks, and slag.
  - o. It is the contractor's responsibility to perform all required tasks.
3. A fire watch shall be maintained, by the contractor, during all phases of hot work and for at least 60 minutes after completion of hot work operations in order to detect and extinguish smoldering fires.
- a. The fire watch's only responsibility is to observe the work area where the hot work is being performed. The fire watch shall not perform any other tasks during this time.
  - b. Depending on the situation, multiple fire watches may be needed for one job.
04. The project manager shall inspect the job site 60 minutes following completion of hot work and close out the permit with the time and date of the final check.
05. The area will continued to need to be monitored for 3 hours after the 60 minute fire watch is complete. It will be up to the employee's discretion as to how

often they check the area. Considerations should be given to the type of fire detection and suppression equipment available in the building as well as to the surroundings that the work was performed in.

06. These procedures are intended to compliment and/or exceed all OSHA required actions.

7. Work may include other environmental projects as required by the University.
8. Contractor shall have sufficient resources to work multiple jobs at the same time.
9. The job foreman and project manager or project lead, if the same person is serving in both capacities, must be fluent in English and be present on the job site during all work.
10. The University reserves the right to specify precisely the types of materials to be utilized.
11. Normal working hours shall be Monday through Friday, 7:30 AM – 4:00 PM. If work must be completed during non-working hours, prior authorization must be given by the University project manager.

**B. DESCRIBE STATEMENTS: address the following statements within proposal.**

1. Describe your approach and ability to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how you will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.
2. Fully describe the qualifications, capabilities, and experience of your firm, in particular, providing stormwater structure maintenance, to include your firm's size and number of employees.
3. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names of project managers and supervisors.
4. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or spot purchases.
5. Provide a statement that indicates whether your firm has been subject to OSHA inspections by State and/or Federal agencies and the results, including citations, if any.
6. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

## **V. PROPOSAL PREPARATION AND SUBMISSION**

### **A. GENERAL INSTRUCTIONS**

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison**

**University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

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. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard 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.

2. 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.
3. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. 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.
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](http://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:

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	30
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations

have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **VII. GENERAL TERMS AND CONDITIONS**

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

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

- 1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

1. To Prime Contractor:

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment

from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal

www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

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

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

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

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

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

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

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

## VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	<hr/>		
	Name of Offeror	Due Date	Time
	<hr/>		
	Street or Box No.	RFP #	
	<hr/>		
	City, State, Zip Code	RFP Title	
	<hr/>		
	Name of Purchasing Officer: <hr/>		

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 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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
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.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- 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. 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.
- R. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- S. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- T. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order

citing the resulting contract unless the ordering entity has been added by written contract modification.

## IX. METHOD OF PAYMENT

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

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

## X. PRICING SCHEDULE

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

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

Contractor shall indicate pricing for items on the following list and add any goods or services to this list deemed pertinent. Any additional items added to the pricelist shall be highlighted.

The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.

	Normal Working	Emergency hours
<b>Services</b>		
Principal	per hour	
Certified Safety Professional/Sr. Project Manager	per hour	
Environmental Engineer/Professional Geologist	per hour	
Project Manager	per hour	
Equipment Manager	per hour	
Responsible Land Disturber	per hour	
Staff Geologist	per hour	
Environmental Scientist	per hour	
Draftsperson/ CADD Operator	per hour	
Field Technician	per hour	
Administrative/Documents Manager	per hour	
Supervisor	per hour	per hour
Laborer	per hour	per hour
Vacuum Truck and operator services	per hour	Daily Mobilization Fee:
Confined Space Entry cost per crew (#__ crew members)	per hour	Daily Mobilization Fee:
Liquids Hauling Charge	per gallon	

Solids Hauling Charge	per gallon	
Pressure Wash Fee	per event	
<b>Equipment</b>		
Trackhoe	per day	
Mini Excavator	per day	
Backhoe	per day	
Skid Steer	per day	
Single-axle dump	per day	
Tandem Axle Dump Truck	per day	
Service truck (4 hour minimum)	per day	
CCTV Equipment with Trailer	per day	
Dewatering Pump {6"} and Hoses	per day	
Chipper	per day	
<b>Other Direct Costs</b>		
Provide & install replacement backfill (compacted clay)	per ton	
Class I Rip Rap	per ton	
Clearing and Grubbing Crew cost per crew (#___crew members)	per hour	Daily Mobilization Fee:
Erosion Control Mat with Staples	per roll	
Soil and water analysis (standard turnaround)		
-characterization		
-Total petroleum hydrocarbon (TPH)		
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)		

## 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 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, again with submission of each request for payment)*

***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)

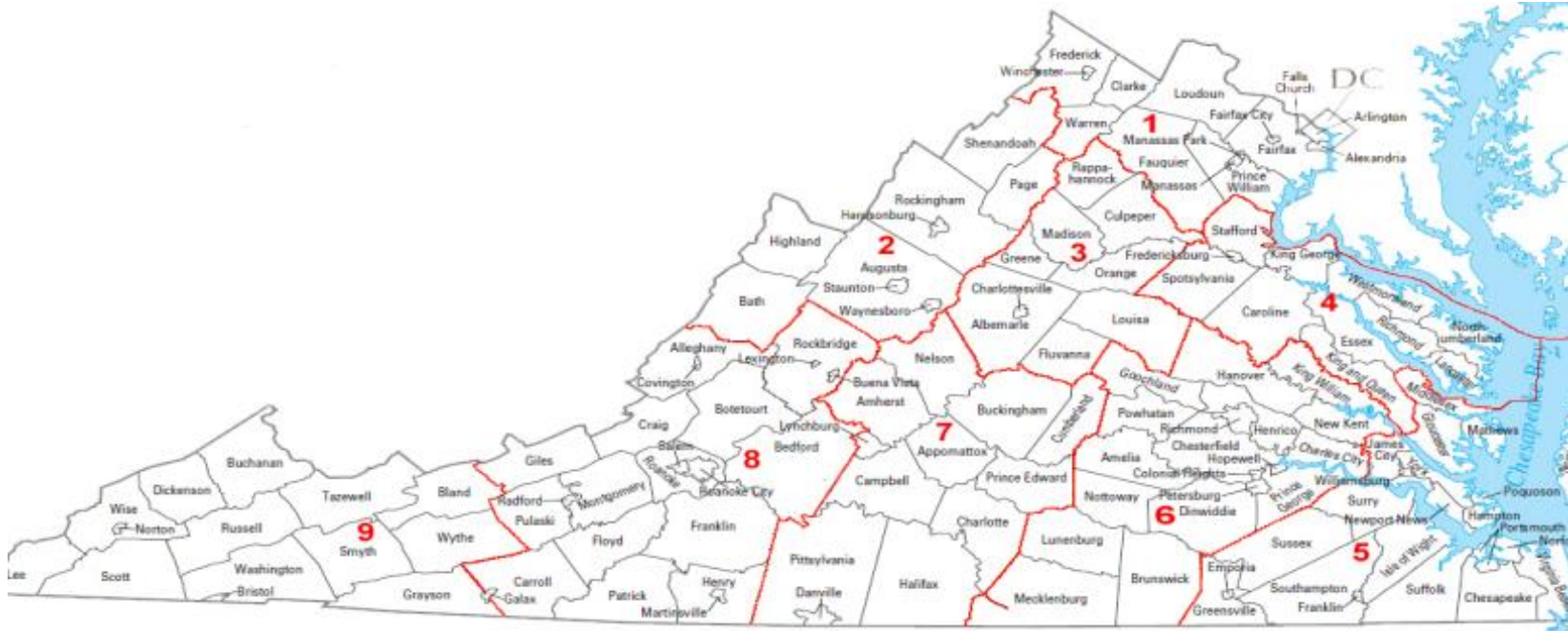
\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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