



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6263

This contract entered into this 17th day of MARCH 2022, by Valley Doors Unlimited, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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


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

PERIOD OF PERFORMANCE: From March 24, 2022 through March 23, 2023 with one (4) one-year renewal option.

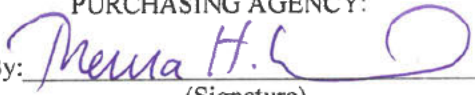
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal THW-1142 dated January 31, 2022:
 - (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 February 8, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated March 16, 2022.

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

CONTRACTOR:
By: 
(Signature)
MARK VINSON
(Printed Name)

Title: OWNER
Rev. 5/12/21

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



**RFP #THW-1142, Door Hardware and Installation Services
Negotiation Summary for Valley Doors Unlimited, LLC**

03/16/22

Contact information for Valley Doors Unlimited, LLC is:

Mark Pinnow
5001 Spotswood Trail
Penn Laird, VA 22846
Cell: 540-209-4134

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor	\$90/hour	\$120 /hour
Laborer	\$75/hour	\$105 /hour

PARTS & SUPPLIES				
Manufacturer	Product Line	List Price	% Discount Off	University Price
ALLEGION	Builders Hardware	\$TBD	40%	\$TBD
ASSA	Complete Assemblies	\$TBD	40%	\$TBD
Dormakaba	Complete Assemblies	\$TBD	40%	\$TBD
Window Films	Security			\$40/SF installed

OTHER PRICING

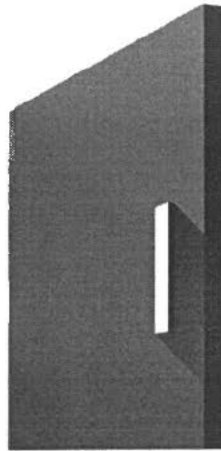


**RFP #THW-1142, Door Hardware and Installation Services
Negotiation Summary for Valley Doors Unlimited, LLC**

03/16/22

Early Payment Discount	2%
Charge Card Processing Fees	0%
Standard Freight, Standard Shipping and eVa Fees:	eVa fees Included. Then current freight/shipping added to discounted line item price.
Travel and/or Fuel Surcharge may be added outside Zone 2.	Actual Cost will be added.
Field Surveys and Keying Meetings:	No Charge in Zone 2.
Next Day Shipping will be added to invoice.	Actual Cost will be added.

1. Valley Doors Unlimited, LLC shall turn quotes over to JMU within the 48hr response time. Exceptions to 48 hour response time shall include specialty manufacturers and Custom framing. JMU shall be notified during the site visit if an approximate quote delivery date shall exceed 48hrs.
2. Valley Doors Unlimited, LLC shall provide a 2hr call back time outside of normal hours. Exceptions to a 2hr call back time shall include a family emergency or illness. Should either of those occur, Valley Doors shall notify a designated contact person at JMU within 24 hrs, and provide an estimated length of unavailability.
3. Valley Doors Unlimited, LLC will set aside one full business day/week for on campus visits as requested by JMU.
4. JMU requests that all replacement frames to be painted (to match existing building color) campus wide unless otherwise specified.



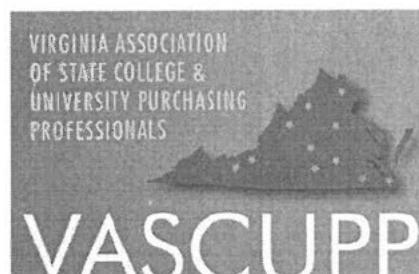
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Proposal Response

RFP# THW-1142

**Door Hardware Products and Installation
Services**

January 31, 2022



REQUEST FOR PROPOSAL
RFP # THW-1142

Issue Date: January 31, 2022
Title: Door Hardware Products and Installation Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on March 1, 2022 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; 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:

Valley Doors Unlimited, LLC

5001 Spotswood Trail

Penn Laird, VA 22846

Date: 2/8/2022

Web Address:

Email: mark@valleydoorsunlimited.com

By: 
(Signature in Ink)

Name: Mark Pinnow
(Please Print)

Title: Owner

Phone: 540-209-4134

Fax #: 540-438-0838

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; IF YES ⇒⇒ X SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; XMicro

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.

Proposal Responses

RFP # CMB-955

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I. STATEMENT OF NEEDS: PLAN AND METHODOLOGY:

RFP SECTION IV:

1. James Madison University is seeking to establish pricing agreements with multiple firms to provide Door/Lock/Key Hardware Products and/Installation Services on an as needed basis. The following is a non-exclusive list of products and services the University currently uses in the section below.

ADA Compliant Door Hardware

- a) Aluminum and Wood Doors
- b) Automatic Door Operators
- c) Access Control Systems Components
- d) Builders Hardware
- e) Computer Managed Access Control Systems
- f) Closed-circuit Television (CCTV) Systems and Components
- g) Cylinders
- h) Door Opening Assemblies
- i) Electric Strikes
- j) Fire Rated Doors, Hardware, and Jambs
- k) Hollow Metal Doors and Frames
- l) Key Blanks
- m) Stand-Alone Locking Systems

RESPONSE: Valley Doors Unlimited, LLC is a full line distributor for many major manufacturers in the door and hardware industry. When not open direct, I have many other avenues to provide specific doors, frames, hardware and services through partnerships with distributors, integrators and wholesalers while maintaining competitive pricing. Valley Doors Unlimited has access to the following manufacturers:

- a) Aluminum, Wood and FRP Doors- Special-Lite, EFCO, Algoma, Mohawk, Poncraft, Graham, Tiger.
- b) Automatic Door Operators- LCN, Horton, Dorma, Norton. Parts and service available on all makes and models.
- c) Access Control Systems Components- Schlage, Von Duprin, HID, HES, Securitron, BEA, SDC, MS Sedco, Alpha Communications, ADI
- d) Builders Hardware- Allegion, ASSA, Stanley/BEST, Select Products, National Guard Products, Don-Jo, Burns Manufacturing, Bradley Corporation
- e) Computer Managed Access Control Systems- Most major systems available through integrator partnership.
- f) Closed-circuit Television (CCTV) Systems and Components- Most major manufacturers available through integrator partnership.
- g) Cylinders- Allegion, ASSA, Stanley/BEST, ILCO
- h) Door Opening Assemblies- Please refer to sections a)-m) as all materials from different manufacturers can be combined to create a multitude of door opening assemblies to fit specific needs.
- i) Electric Strikes- Von Duprin, HES, SDC

Continued from Section I

- j) Fire Rated Doors, Hardware, and Jambs- Many manufacturers of HM, Wood, Laminate, FRP, Stainless fire rated doors and jams as well as fire rated hardware by most major manufacturers listed above.
- k) Hollow Metal Doors and Frames- Concept Frames Inc, Custom Metal Products, Curries, Ceco
- l) Key Blanks- Allegion, ASSA, Stanley Best, ILCO
- m) Stand-Alone Locking Systems- Schlage, Trilogy, Simplex, HID, ADI

- 2. Will obtain approval to proceed from a University representative prior to the commencement of any work.

RESPONSE: Electronic or physical written approval from an authorized representative of the University will be obtained prior to starting any work with the University. Record of authorization to proceed will be attached and filed with all orders at Valley Doors Unlimited. All records will be available to the University upon request.

- 3. Will permit the University, its agents, any public authority and their representatives' access to the work area for inspection. All work is subject to final approval by an authorized representative of the University upon completion.

RESPONSE: The University, its agents, public authority and/or its representatives will have complete and total access to any work area. All work completed will be approved by a University representative upon completion.

- 4. Will be certified by the manufacturer or have established experience on all equipment, systems, and supplies on which the Selected Firm will provide or install. The Selected Firm will provide documentation on manufacturer certification and/or references (for previous customers with similar equipment) upon request by the end-using department.

RESPONSE: Documentation of manufacturer certification and references are available at any time for review by the end-using department. Please refer to Section II: Written Narrative and Section III: Resume for certifications and personal references. All installation subcontractors have a minimum of 5 years of door and hardware installation experience and will be directly Supervised by Valley Doors Unlimited during any installed project.

- 5. Assure all employees of the Selected Firms are fully trained to perform the services required, including, but not limited to, the handling and disposal of materials in a manner complying with OSHA and EPA standards.

RESPONSE: Employees and Subcontractors of Valley Doors Unlimited, LLC will be fully trained prior to and fully supervised during performance of any services provided to the University. Any additional training required by the University will be completed by Valley Doors Unlimited in a timely manner when notified by the University.

- 6. All Selected Firm(s) will deliver in-stock product in accordance with delivery expectations of the end-user. Delivery time on any non-stock products will be detailed to the end-user prior to order placement.

Continued from Section I

RESPONSE: Valley Doors Unlimited, LLC does not currently stock materials in order to keep costs at a minimum; however, Valley Doors Unlimited, LLC will stock and inventory certain materials if requested by the University. Materials and quantities for stock will be reviewed and mutually agreed upon in writing prior to adding to inventory. Any materials put into inventory will be available to the University within 1 business day provided adequate re-stocking time has been allowed between orders. Non-stock materials will be priced using factory standard lead times unless expedited service is requested. Factory and expedited lead times will be outlined in each quote.

7. Failure of the Selected Firm(s) to deliver in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Selected Firm(s), and without the University being held responsible for any restocking fee or penalty. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery in Section X. Pricing Schedule of this RFP.

RESPONSE: In the rare event that a reasonable delivery timeframe is not met, Valley Doors Unlimited, LLC agrees not to hold the University responsible for payment or restocking fees. This agreement excludes incidences where delivery is delayed by an act of God. All pricing shall be FOB destination. This will be clearly noted on all quotes. Please refer to Section X and attached sample quote.

8. Quoted price to include all additional costs/fees associated with product procurement (such as but not limited to: freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).

RESPONSE: All pricing will include factory standard lead time shipping/freight, crate, Eva and credit card fees where applicable. Expediting fees and expedited shipping will be added to invoices as necessary. Valley Doors Unlimited is committed to providing the best customer service experience with simple, clean and clear quotes and invoices, so any factory standard lead time order invoices will exactly match quoted prices. Expedited orders will only change if expedited shipping (Next Day Air) is required. Next Day Air cannot be calculated until the shipment leaves, so to keep costs to a minimum Next Day Air will be added to invoices. Please refer to Section VII: Proposed Cost for details.

9. Contractor shall break down all quotes and invoices in accordance with pricing provided in the PRICING SCHEDULE, so as to verify pricing against the contract. The University will not issue a purchase order until an itemized quote is provided.

RESPONSE: Please see attached sample quote. Work will not proceed until a University issued purchase order is received. Itemized quotes are an integral part of Valley Doors Unlimited daily business practice. All jobs are quoted prior to ordering any materials, and materials are never ordered without formal approval on each quote.

10. Provide sample quote and invoice. Samples should include how line items contain detailed quantities ordered, individual item cost, and extended total pricing.

RESPONSE: Please see attached sample quote and invoice.

11. Provide the University with labor charges for regular business hours as well as overtime/weekend/emergency hours on the PRICING SCHEDULE.

RESPONSE: Please see attached PRICING SCHEDULE.

Continued from Section I

12. Provide the University with the brand names and discount to list price being offered to the University.

RESPONSE: Please see Section I.1 and attached PRICING SCHEDULE.

13. Contractor shall not undertake any work until an eVA purchase order is received.

RESPONSE: No materials will be ordered, and work will not proceed until a University issued eVA purchase order is received.

14. Provide installation of materials in a competent manner to minimize the interruption of educational services and business operations provided by the University

Plan its work with the understanding that the University's Housing Division regular working hours are Monday through Friday, 7:30 a.m. until 4:00 p.m., except established holidays observed by the University, unless otherwise approved by the University's Project Manager.

RESPONSE: Any and all installations will be coordinated with and scheduled by a University representative in order to minimize disruption and ensure compliance with the University's hours of operation. Larger and/or more disruptive projects will be scheduled to coincide with University holidays when possible.

15. Be required to work under the same conditions as does the University's Housing maintenance employees. This includes, but is not limited to, vehicle parking arranged through the University's Department of Parking and Transportation, complying with all building and safety codes, and scheduling work around the University's class schedules, special events, and holidays.

RESPONSE: Every effort will be made to ensure compliance with the University's Housing maintenance employee working conditions and includes, but is not limited to, vehicle parking arranged through the University's Department of Parking and Transportation, compliance with all building and safety codes, and scheduling work around the University's class schedules, special events, and holidays. Valley Doors Unlimited is already registered with JMU Parking and has already obtained a Service Vehicle Pass, Sidewalk Pass and Gate Pass. Any Subcontractor performing work for Valley Doors Unlimited will be required to register their work vehicle, and they will be required to follow all applicable parking rules and regulations as defined by the contract.

16. Will Provide a current product catalog. Detailed estimates will include parts and part #s, so that they can be found in catalog.

RESPONSE: Electronic or Paper Pricebooks will be made available to University Representatives upon request. Please see sample quote for examples of parts and part #'s.

II. WRITTEN NARRATIVE:

RFP SECTION V.B.3

Knowledge, accuracy and speed. Valley Doors Unlimited has the unmatched track record, proven experience, and training to provide all three qualities while delivering outstanding customer service. Valley Doors Unlimited is committed to providing James Madison University with the level of attention its managers, supervisors and workers have come to know and expect, and my industry experience will give JMU confidence that any door, frame or hardware issues that will, inevitably, pop up will be addressed quickly and accurately.

When I began my career as a locksmith for the Office of Residence Life at James Madison University in 2005 I knew immediately that I made the right choice. The training was fascinating, and I felt like I was making a real difference at my alma mater. After a year of 3rd party training sessions on everything from lock picking to master keying I was offered a position with Commonwealth Door & Hardware as an end user sales rep. They put me through another 6 months of intensive training including welding frames, making deliveries, measuring openings and specifying hardware. The training continued throughout my 5 years in that position with trips to many of the major manufacturers across the United States including hollow metal, wood door and hardware manufacturers. Seeing materials in production gave me a tremendous understanding for the intricacies of the manufacturing process, and the hands-on training gave me insight on all the moving parts involved with commercial openings. They also sent me to many Door Hardware Institute classes covering everything from doors and frames to building codes, electrified hardware and electronic access control systems. Unfortunately, a combination of timing, business decisions and the passing of one of the owners put that company on the path to closure. Fortunately, I was approached by Architectural Products of Virginia before they closed. APV was looking to get into the end user market, so they offered me a position identical to what I was already doing. I spent the next 5 years sharing my knowledge of the end user market and learning the industry from a new perspective. I garnered experience in managing complex projects, daily business operations and accounting practices all while maintaining very high levels of customer service and hands on customer support. During that time, I was fortunate enough to be awarded a scholarship through the Door Safety and Security Foundation which allowed me to take and pass the classes required to obtain the Fire Door Assembly Inspector credential. These experiences combined to give me the understanding and confidence to believe that a new business, Valley Doors Unlimited, could deliver an unparalleled end user experience constructed from the strengths and weaknesses I witnessed while working for other distributors.

Valley Doors Unlimited is in a unique position to provide James Madison University with unmatched, JMU specific knowledge and in-depth industry-wide training. I have faced many challenges working direct with end users from creating keying schedules to installing full blown electronic access control systems, and my experiences have varied from food manufacturing facilities and healthcare to higher education and K-12. I have also managed high security projects such as upgrading a courthouse to a modern bullet resistant facility with access control and security cameras as well as projects for the U.S. government. James Madison University is a combination of nearly every environment imaginable with student housing, offices, classrooms, dining halls, a post office, student healthcare and even a bank. Each environment has unique challenges that translate directly to my experiences both on and off campus, and my expertise in the architectural hardware industry allows me to creatively and quickly fix nearly anything. Since 2005, I have worked for and with JMU's Office of Residence Life and departments such as the Lock Shop, Carpenter's Shop, Storeroom, Card Access, Engineers and Construction and Planning on numerous unbelievably diverse projects. I have been actively involved in keying the majority of all

Continued from Section II

new construction and renovation projects at JMU since 2006, and have been an authorized signer for JMU's high security keyways. Specifically, I have consulted, surveyed, scheduled keying and supplied and/or installed materials for nearly every residence hall on campus, all ISAT buildings, many Bluestone Buildings, East Tower, Student Success, the Health Center and Madison Hall to name a few. I have also supplied and/or installed doors, frames and builder's hardware in just about every building on campus. Additionally, I have supplied automatic operators, electrified hardware, security cameras and consulting services for electronic access control campus wide. At the same time, I provided similar services to all of my other customers with similar levels of diversity. While the vast majority of my experience with James Madison University occurred while working for other distributors, I personally managed every aspect of each and every project from start to finish, and I feel confident that many people at JMU would agree and would endorse me in that respect. Since inception, Valley Doors Unlimited has continued to provide the same level of service, accuracy and professionalism my customers have grown accustomed to without interruption to their work lives, and it is my mission to continue on the same path.

Whether providing just materials or materials installed, every detail is critical in this industry, and the ability to anticipate hidden problems through experience prevents an inconvenience from turning into an emergency. Having been an end user, and subsequently working direct with end users, I understand what it takes to keep an operating business secure. I have been asked why I include an emergency contact on my voicemail when I am not available because some people find it ludicrous that there could be a door emergency. The fact of the matter is that a door is the only moving part of a structure, and is frequently the only thing separating an owner's possessions from the outside world. A door that won't secure is indeed an emergency, and when those openings need to be fixed you need someone who knows your doors. My customers continue to trust me to provide and install correct doors, frames and hardware for their facilities because they know I will come on site to field verify every detail before even providing a quote. When it comes time to order I verify all information to ensure the highest levels of accuracy. I will make mistakes, but my error rate is very low. A few prime examples of sizeable projects completed since starting Valley Doors Unlimited includes the following:

1. Loudoun County Public Schools- Field surveyed and replaced 300+ windows and 400+ interior and exterior doors and/or frames. Supplied all materials and installation on the window projects for several schools. Supplied all materials for interior doors and/or frames in several schools. Installation performed in house by LCPS to save costs.
2. VCU- Surveyed 15,000 doors in 115 buildings to determine correct hardware required for future campus rekey. Documented existing hardware and opening conditions to determine necessary replacement hardware. Identified correct replacement hardware and began campus rekey with a complex building housing restricted testing facilities, restricted labs, classrooms, offices and mechanical spaces.
3. Loudoun County Public Schools- Field surveyed and master keyed replacement door hardware for 3 high schools. Documented all existing hardware and opening conditions to determine correct replacement hardware. Supplied replacement hardware factory master keyed for LCPS inhouse installation.

Additionally, I have supplied and/or installed doors, frames and hardware in smaller quantities for many end users with minimal errors or delays in installation. Nearly all instances of errors are attributable to manufacturer error or damage from shipping.

Continued from Section II

All errors are addressed promptly, and corrected as quickly as possible. Similarly, Valley Doors Unlimited is committed to responding to customer needs in the fastest, most efficient manner possible.

You need a resolution when you have an opening that cannot be secured, and you need that resolution to work the first time. With a proven track record for accuracy, Valley Doors Unlimited has several advantages for speed in the industry:

1. Proximity to James Madison University means less time waiting for someone to show up. I and my installers live and work within a 10min drive to the University, so we can typically be on campus as required, when required.
2. No corporate red tape to cut through means Valley Doors Unlimited is just that: Unlimited. I can process quotes and orders from anywhere resulting in typical processing taking hours. Not days or weeks.
3. Small company means when you call Valley Doors Unlimited you get me. I am always available through the latest communication technologies.
4. Great personal reputation in the industry means manufacturers know me as the owner of Valley Doors Unlimited, and that means a direct line of communication with the people producing the products James Madison University uses every day.
5. Industry insight means I know how to process orders utilizing the appropriate forms and documents so they go through quickly and correctly. If there are questions on an order, manufacturers reach out directly to me, so your order isn't being held up by an admin in a corporate office.
6. Intimate knowledge of the campus means less time and money committed by JMU employees. I can find and survey any exterior opening without requiring a JMU employee to go in the field.

Commercial openings can be frustrating, complicated and fraught with unexpected problems. Add to that equation building codes, master keying, design committees and AHJ's with varying expectations and you have a problem that most people avoid at all costs. I am not one of those people, and that is part of the reason I started Valley Doors Unlimited, LLC. As evidenced previously, I understand commercial openings very well, and I enjoy working through the unpredictable challenges that define them. I formed Valley Doors Unlimited from the strengths and weaknesses derived from past distributor experiences. Now I can focus on serving James Madison University the way I would want to be served: knowledgeably, accurately, and quickly.

III. RESUME AND PERSONAL REFERENCES:

RFP SECTION V.B.3

Mark Huntington Pinnow

5001 Spotswood Trail
Penn Laird, VA 22846
Cell: [REDACTED]
Fax: 540-438-0838
Email: mark@valleydoorsunlimited.com

Summary

Customer service focused professional who effectively multi-tasks and balances customer needs with the demands of owning a business. Detail oriented and technically proficient with a proven track record of exceeding expectations and delivering on promises.

Highlights

Field experience in new and existing construction
DHI educated and completed FDAI certification
Factory trained with multiple manufacturers under Allegion,
ASSA and Stanley BEST umbrellas.
Proficient with Windows, IOS and Microsoft Office Suite
Experience with multiple EAC, DVR and NVR software systems
Exceptional time management

Dedicated
Self-sufficient
Detail oriented
Proven record
Creative
Confident

Continued from Section III

Accomplishments

Entered the industry as a locksmith at James Madison University with no experience with locks or sales and within one year was offered a job by a distributor to grow their market share in a new territory. Cold called within my territory and grew sales and customers from \$0.00 to \$500k in first year. When Commonwealth Door & Hardware was going out of business I was approached by APV. I accepted the position as the first End User Sales Rep, and I subsequently grew the territory to become the top end user sales rep in the company. Most noteworthy accomplishments:

1. Personally field surveyed nearly 4000 existing openings for a rekey project. Held keying meetings, developed keying schedule. ordered materials and personally coordinated installation in active higher education residence halls with a total of 11 errors. All errors were promptly corrected in the field and the project was completed ahead of schedule.
2. Personally field surveyed nearly 1000 existing patient room, office and mechanical openings for door replacement in an active hospital. Installed new doors reusing all existing frames and hardware with less than 1% error rate. Project was completed on schedule.
3. When starting Valley Doors Unlimited I was able to quickly establish lines of credit with many of the leading door and hardware manufacturers based on personal reputation and sales history alone.

Experience

Owner

May 2016- Present

Valley Doors Unlimited, LLC

Manage sales, order entry, installations, site surveys, customer relationships and joint calls with manufacturer reps. Handle all daily aspects of running sales, customer care and accounting. Schedule, coordinate and oversee material deliveries and installation. Establish lines of credit with door and hardware manufacturers. Negotiate partnerships with wholesalers and distributors. Manage eVA, Ariba, ACH and Credit Card processing practices.

End User Sales Rep

August 2010 to May 2016

Architectural Products of Virginia - Ashland, VA

Independently managed sales, order entry, installations, site surveys, customer relationships and joint calls with manufacturer reps. More than doubled sales in less than three years. Hired, and personally paid for, an office manager to increase my availability to my customers. Developed forms and processes to streamline field surveys which reduced quote turnaround time to an average of one day.

Continued from Section III

End User Sales Rep

July 2006 to August 2010

Commonwealth Door and Hardware - Roanoke, VA

Tasked with and successfully accomplished developing a territory without training. Started cold calling and developing relationships with contacts I knew from my previous employer. Grew sales and customers through consistent performance and excellent customer service. Independently managed calls, field surveys, sales, order processing, installations and follow up work. Consistently exceeded cold call and sales goals.

Locksmith

July 2005 to July 2006

James Madison University - Harrisonburg, VA

Maintained mechanical and electrified locks for 44 residence halls. Managed inventories, PM schedules, master key systems, work orders and material ordering. Attended training for lock pinning, key cutting, master key system creation and expansion, lock bypassing and EAC software and hardware management.

Education/Certification:

James Madison University - Harrisonburg, VA

Bachelor of Science : Communications , 2005

Door Hardware Institute-FDAI completed. Pursuing AHC, CDC and EHC.

Building Codes: Extensive knowledge of NFPA 80, NFPA 101 and ANSI 117

Department of Criminal Justice Services: Compliance Agent, Locksmith, EAC Sales, EAC Tech.

Allegion Training/Certification: Masterkeying, Key systems, Steelcraft, Von Duprin, LCN, Schlage ND, AL and L series, Electrified hardware.

ASSA Training/Certification: Masterkeying, Key Systems, Keying Meetings, Curries, Sargent, Corbin Russwin, Yale, Electrified Hardware.

Stanley/BEST: Field Rep

Wood Door Manufacturing Association: Graham Doors

Personal and Project References:

James Madison University: Holmes Browne, Kenny Crider, Kevin Lessington, Brandon Lucas, Brian Owens, Joe Rufo. Multiple projects since 2006.

William & Mary: Gregg Shipp- (757) 335-0266. Residence Hall Rekey. Surveyed and installed electronic keyboxes and replaced well over 3000 cylinders in various locks and exit devices in occupied residence halls in February 2016.

Allegion: Tom Wright- (804) 426-3832. Have worked with Tom since 2005 in various capacities with multiple end user accounts.

Paul Corrado- (305)219-8552. Have worked with Paul since he came to Allegion setting up key systems for various end user accounts. Endorsed my skills on LinkedIn.

Loudoun County Public Schools: Dave Heimburger 571-437-2617. Multiple large projects replacing all doors, frames, windows and hardware in multiple schools.

IV.OFFEROR DATA SHEET Attachment A

RFP SECTION V.B.4

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 5 Months 8

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 #
Loudoun County Public Schools	5 Years	1002C Sycolin Rd SE Leesburg, VA 20175	David Heimburger 571-437-2617
VCU	3 Years	1050 Oliver Hill Way Richmond, VA 23284	Steven Ward 804-641-1401
Augusta Health	5 Years	78 Medical Center Dr Fishersville, VA 22939	Jacques L'Heureux 540-332-4798
LFCC	3 Years	173 Skirmisher LN Middletown, VA 22645	Asa Taylor 361-779-2376
NVCC	1 Year	Multiple Locations	Michael Colbert 703-425-5947

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

Mark Pinnow 5001 Spotswood Trail Dr. Penn Laird, VA 22846

3. 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: _____

V. SMALL BUSINESS SUBCONTRACTING PLAN Attachment B

RFP SEC VB5

ATTACHMENT B

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

Offeror Name: Valley Doors Unlimited, LLC _____ Preparer Name: Mark Pinnow _____

Date: 2/8/2022 _____

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: 722202 _____ Certification date: 08/03/2016 _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: 722202 _____ Certification date: 08-03-2016 _____

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.**

Continued from Section V

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 (CONT'D)

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

Procurement Name and Number: Valley Doors Unlimited, LLC
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

2/8/2022

Date Form Completed

Offeror / Proposer:

Valley Doors Unlimited, LLC

Firm

5001 Spotswood Trail Penn Laird, VA 22846

Address

Mark Pinnow 540-209-4134

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)
Vision Restoration and Contracting. 343 Jefferson St. Winchester, VA 22601	Mike Runion 540-336-3232	678029	General Contracting	TBD	TBD
Productive AV 3309 W. Leigh St Richmond, VA 23230	Brian Chetelat 804-971-7526	689816	EAC and Security Camera Integration	TBD	TBD

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

RETURN OF THIS PAGE IS REQUIRED

VI. VASCUPP SALES

RFP SEC VB6

Valley Doors Unlimited total sales in the past 12 months to VASCUPP Member Institutions:

- JMU Total
- LCPS Total
- VCU
- NVCC
- Germanna
- City of Harrisonburg
- UVA
- City of Charlottesville
- VMI
- LFCC
- Harrisonburg City Schools



VII. PROPOSED COST AND PRICING SCHEDULE

RFP SEC VB7

The contractor 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.

If the contractor agrees to enroll in the Wells Fargo Bank single use Commercial Card Number method of electronic payment, what early payment discount will be offered to the University? Any early payment discount shall be identified in the PRICING SCHEDULE in the space provided. This discount will be included in our evaluation of cost.

Any associated charge card processing fees shall be identified in the PRICING SCHEDULE in the space provided. These fees will be included in our evaluation of cost.

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor	\$90/man/hour	\$120/man/hour
Laborer	\$75/man/hour	\$105/man/hour

PARTS & SUPPLIES				
Manufacturer	Product Line	List Price	% Discount Off	University Price
ALLEGION	Builder's Hardware	\$TBD	40%	\$TBD
ASSA	Complete Assemblies	\$TBD	40%	\$TBD
Dormakaba	Complete Assemblies	\$TBD	40%	\$TBD
Window Films	Security	\$	%	\$40/sqft installed

OTHER PRICING				
Early Payment Discount				2%
Charge Card Processing Fees				0%
Standard Freight, Standard Shipping and eVA Fees:				eVA fees Included. Then current freight/shipping added to discounted line item price.
Field Surveys and Keying Meetings:				No charge in zone 2.
Next Day Shipping will be added to invoice.				Actual cost will be added.

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>

Valley Doors Unlimited is currently accepting most physical and electronic methods of payment. Check or ACH are preferred methods of payment, but the Virtual Payables or PayMode-X are acceptable. NET 15 terms are greatly appreciated. Please refer to Section VII for discounts for paying NET 15. In person P-card processing is available when purchasing point of sale is required or preferred.

VIII. ATTACHMENTS

SAMPLE CONTRACT Attachment C



COMMONWEALTH OF

VIRGINIA

STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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



Contract Quote

Date: 8/24/2021
 Quote #: PH082421
 5001 Spotswood Trail
 Penn Laird, Va 22846
 Cell: [REDACTED]
 Fax: (540) 438-0838
paul@valleydoorsunlimited.com
 DCJS# 11-15106

To: JMU Carpentry Shop

Attn: Joe Rafo

Re: Anthony Seeger Child Care Doors and Frame

Thank you for the opportunity to provide pricing for the following:

	Part Number:	List Each:	Unit Price:	Extended:
1 lot HM Frame with Pair of Narrow Lite HM Doors *Sized to retrofit into existing opening. *Prepped for existing hardware.			\$3,260.32	\$3,260.32
6 ea Brushed Stainless Standard Weight Ball Bearing Hinges	SBB1 4.5 4.5 630	\$47.90	\$28.74	\$172.44
2 ea Primed Low Profile Lite Kits with 1/4" Clear Tempered Glass	L-FEA100GZ 6x27Q5 1/4 Temp	\$187.00	\$112.20	\$224.40
1 ea Brushed Chrome Standard JMU Exit Device Trim	996L RV 06 626	\$619.00	\$371.40	\$371.40
1 ea Brushed Chrome Rim Cylinder Less FSIC	30-079 626	\$64.00	\$38.40	\$38.40
2 ea Aluminum Finish Heavy Duty Door Closers	4040xp Rm/PA 689	\$546.00	\$327.60	\$655.20
1 ea Aluminum Finish Steel Mullion	4954 scx 7 us28	\$639.00	\$383.40	\$383.40
1 ea Low Profile Aluminum Threshold	427 6'	\$141.60	\$84.96	\$84.96
1 ea Aluminum Finish Weatherstrip Set	127NA 6070	\$97.00	\$58.20	\$58.20
2 ea Aluminum Finish Neoprene Sweeps	200NA 3'	\$16.20	\$9.72	\$19.44
1 ea Misc. Materials and Disposal			\$450.39	\$450.39
80 m/hr Labor to include the following: Remove/dispose of existing materials not being reused. Modify existing opening to accept new materials listed above. Installation of above listed materials and grout fill frame. **Assumes existing exit devices can and will be reused. *120VAC, painting, EAC and Surface conduit by others if required. *Anticipating 3 - 4 days with 3 -4 guys to complete.		\$72.40	\$72.40	\$5,792.00
5 m/hr Supervisor Hours		\$87.91	\$87.91	\$439.55

Total for materials and services described above:

\$11,950.10

*When List Each is shown cost reflects 40% off list in accordance with contract UCP/JMU4803.

*If no list price shown, pricing is pre-negotiated with end user.

EXCLUSIONS: Unless specifically noted otherwise, all painting, 120VAC, installation or labor outside of M-F 8a-5p, phasing, material storage, existing material warranty or guarantees or any other work or materials not expressly outlined above.

TERMS Net 30 Days - No Retainage (Subject to credit approval). Ownership transfers at FOB shipping point. Pay when paid terms are explicitly NOT accepted. At Valley Doors Unlimited, LLC's discretion, any past due invoice will be subject to a 1.5% finance charge for every 15 days past due.

PRICING: See notes.

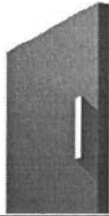
SALES TAX is not included (If applicable, add appropriate tax to above)

FREIGHT is included (unless otherwise noted)

Valley Doors Unlimited, LLC
 Paul Hajdasz (540) 820-7686

Accepted

Date



Valley Doors Unlimited, LLC
5001 Spotswood Trail
Penn Laird, VA 22846

Invoice

Rep	Date	Invoice #
PMH	11/30/2021	21731

PAID
12/27/2021

Bill To	Ship To
JAMES MADISON UNIVERSITY MSC 7007 UNIVERSITY SERVICES BUILDING Attn: Joe Rufo HARRISONBURG, VIRGINIA 22807 USA	JAMES MADISON UNIVERSITY ATTN: PO# EP3370793 181 PATTERSON ST HARRISONBURG, VA 22807 USA

Project		P.O. No.		Terms	Due Date
Anthony Seeger Child Care Doors & Frame		EP3370793		2% NET30	12/30/2021
Description	QTY	Prev. Invoiced	Invoiced	Rate	Amount
HM Frame with Pair of Narrow Lite HM Doors *Sized to retrofit into existing opening. *Prepped for existing hardware.			1	3,260.32	3,260.32
Brushed Stainless Standard Weight Ball Bearing Hinges			6	28.74	172.44
Primed Low Profile Lite Kits with 1/4" Clear Tempered Glass			2	112.20	224.40
Brushed Chrome Standard JMU Exit Device Trim			1	371.40	371.40
Brushed Chrome Rim Cylinder Less FSIC			1	38.40	38.40
Aluminum Finish Heavy Duty Door Closers			2	327.60	655.20
Aluminum Finish Steel Mullion			1	383.40	383.40
Low Profile Aluminum Threshold			1	84.96	84.96
Aluminum Finish Weatherstrip Set			1	58.20	58.20
Aluminum Finish Neoprene Sweeps			2	9.72	19.44
Misc. Materials and Disposal			1	450.39	450.39
			Total		
E-mail	accounting@valleydoorsunlimited.com		Payments/Credits		
			Balance Due		



Valley Doors Unlimited, LLC
5001 Spotswood Trail
Penn Laird, VA 22846

Invoice

Rep	Date	Invoice #
PMH	11/30/2021	21731

Bill To	Ship To
JAMES MADISON UNIVERSITY MSC 7007 UNIVERSITY SERVICES BUILDING Attn: Joe Rufo HARRISONBURG, VIRGINIA 22807 USA	JAMES MADISON UNIVERSITY ATTN: PO# EP3370793 181 PATTERSON ST HARRISONBURG, VA 22807 USA

Project		P.O. No.		Terms	Due Date
Anthony Seeger Child Care Doors & Frame		EP3370793		2% NET30	12/30/2021
Description	QTY	Prev. Invoiced	Invoiced	Rate	Amount
Labor to include the following: Remove/dispose of existing materials not being reused. Modify existing opening to accept new materials listed above. Installation of above listed materials and grout fill frame. **Assumes existing exit devices can and will be reused. *120VAC, painting, EAC and Surface conduit by others if required. *Anticipating 3 - 4 days with 3 -4 guys to complete.			80	72.40	5,792.00
Supervisor Hours			5	87.91	439.55
			Total \$11,950.10		
E-mail	accounting@valleydoorsunlimited.com		Payments/Credits -\$11,950.10		
			Balance Due \$0.00		



Request for Proposal

RFP# THW-1142

**Door Hardware Products and Installation
Services**

January 31, 2022



REQUEST FOR PROPOSAL

RFP# THW-1142

Issue Date: January 31, 2022
Title: Door Hardware Products and Installation Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on March 1, 2022 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, wuenschel@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-1142

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X.	PRICING SCHEDULE	Page	19-20
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	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Door/Lock/Key Hardware Products and Installation Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for (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 University has numerous installations of various door projects throughout the year.

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

1. James Madison University is seeking to establish pricing agreements with multiple firms to provide Door/Lock/Key Hardware Products and/Installation Services on an as needed basis. The following is a non-exclusive list of products and services the University currently uses in the section below.

ADA Compliant Door Hardware

- a) Aluminum and Wood Doors
- b) Automatic Door Operators
- c) Access Control Systems Components
- d) Builders Hardware
- e) Computer Managed Access Control Systems
- f) Closed-circuit Television (CCTV) Systems and Components
- g) Cylinders
- h) Door Opening Assemblies
- i) Electric Strikes
- j) Fire Rated Doors, Hardware, and Jambs
- k) Hollow Metal Doors and Frames
- l) Key Blanks
- m) Stand-Alone Locking Systems

2. Will obtain approval to proceed from a University representative prior to the commencement of any work.

3. Will permit the University, its agents, any public authority and their representatives' access to the work area for inspection. All work is subject to final approval by an authorized representative of the University upon completion.
4. Will be certified by the manufacturer or have established experience on all equipment, systems, and supplies on which the Selected Firm will provide or install. The Selected Firm will provide documentation on manufacturer certification and/or references (for previous customers with similar equipment) upon request by the end-using department.
5. Assure all employees of the Selected Firms are fully trained to perform the services required, including, but not limited to, the handling and disposal of materials in a manner complying with OSHA and EPA standards.
6. All Selected Firm(s) will deliver in-stock product in accordance with delivery expectations of the end-user. Delivery time on any non-stock products will be detailed to the end-user prior to order placement.
7. Failure of the Selected Firm(s) to deliver in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Selected Firm(s), and without the University being held responsible for any restocking fee or penalty. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery in Section X. Pricing Schedule of this RFP.
8. Quoted price to include all additional costs/fees associated with product procurement (such as but not limited to: freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).
9. Contractor shall break down all quotes and invoices in accordance with pricing provided in the PRICING SCHEDULE, so as to verify pricing against the contract. The University will not issue a purchase order until an itemized quote is provided.
10. Provide sample quote and invoice. Samples should include how line items contain detailed quantities ordered, individual item cost, and extended total pricing.
11. Provide the University with labor charges for regular business hours as well as overtime/weekend/emergency hours on the PRICING SCHEDULE.
12. Provide the University with the brand names and discount to list price being offered to the University.
13. Contractor shall not undertake any work until an eVA purchase order is received.
14. Provide installation of materials in a competent manner to minimize the interruption of educational services and business operations provided by the University

Plan its work with the understanding that the University's Housing Division regular working hours are Monday through Friday, 7:30 a.m. until 4:00 p.m., except established holidays observed by the University, unless otherwise approved by the University's Project Manager.
15. Be required to work under the same conditions as does the University's Housing maintenance employees. This includes, but is not limited to, vehicle parking arranged through the University's Department of Parking and Transportation, complying with all building and safety codes, and

scheduling work around the University's class schedules, special events, and holidays.

16. Will Provide a current product catalog. Detailed estimates will include parts and part #s, so that they can be found in catalog.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

- 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*

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

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

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

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

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

NOTE: For Goods contracts, may need to also add in the following General Terms & Conditions:

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K. **[NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.]**
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product

offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation. **[NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.]**

- BB. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **[NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.]**

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that

time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement.

Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
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. **ELECTRICAL EQUIPMENT STANDARDS:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. **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.
- 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. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- U. **STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety, and cooperation at all times while on the job

site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

- V. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- W. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

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> .

LABOR RATES		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/Emergency Hours
Supervisor	\$ /hour	\$ /hour
Laborer	\$ /hour	\$ /hour

PARTS & SUPPLIES				
Manufacturer	Product Line	List Price	% Discount Off	University Price
		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT 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)

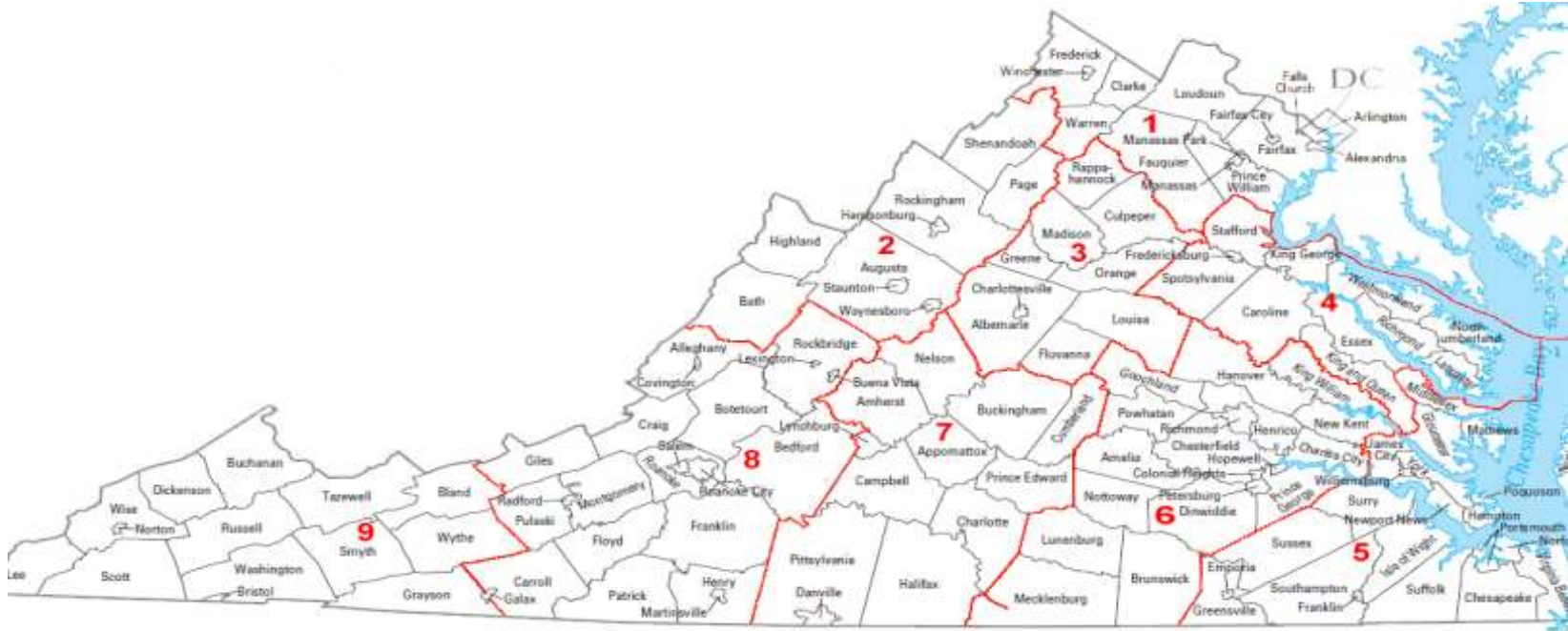
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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