



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6501

This contract entered into this 4th day of January 2023, by Brookaire Company, 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 January 4, 2023 through January 3, 2024 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form:
(2) The following portions of the Request for Proposal MPM-1166 dated November 8, 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 December 6, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated January 3, 2023.

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

CONTRACTOR:
By: [Signature]
(Signature)

Lucas Walker
(Printed Name)

Title: Director of Purchasing

PURCHASING AGENCY:
By: [Signature]
(Signature)

Michael Morrison
(Printed Name)

Title: Buyer Senior

NEGOTIATION SUMMARY

BROOKAIRE COMPANY, LLC

RFP# MPM-1166 HVAC FILTERS

1/3/2023

The Primary Point of Contact for this Contract is:

Lucas Walker
1-973-473-7527 ext. 223
lucas@brookaire.com

PRICING SCHEDULE:

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

PRICING SCHEDULE BY ZONE									
Products & Equipment (listed by manufacturer and discount rate offered)									
Service	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>
Brookaire Company, LLC	35%	35%	35%	35%	35%	35%	35%	35%	35%
Air Flow Products	42%	42%	42%	42%	42%	42%	42%	42%	42%

Other Fees	
Charge Card Processing Fees:	0 %

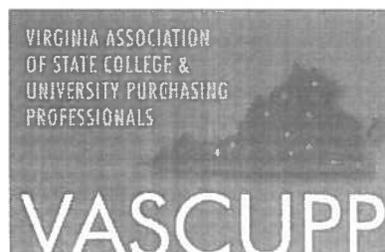


Request for Proposal

RFP# MPM-1166

HVAC Filters

November 8, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1166

Issue Date: November 8, 2022
Title: HVAC Filters
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)

Scaled Proposals Will Be Received Until 2:00 PM on December 7, 2022 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: See Special Terms and Conditions

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: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (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:

BROOKAIRE COMPANY, LLC
46 WHELAN ROAD
EAST RUTHERFORD NJ 07073

By: 
(Signature in Ink)

Name: LUCAS WALKER
(Please Print)

Date: 12/06/2022

Title: DIRECTOR OF PURCHASING

Web Address: www.brookaire.com

Phone: 973-473-7527 x 223

Email: lucas@brookaire.com

Fax #: 973-473-3445

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ___ #2 ___ #3 ___ #4 ___ #5 ___ (please initial) NONE

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES: NO IF YES ⇒⇒ SMALL: WOMAN; MINORITY IF MINORITY: AA; HIA; AsA; INW; 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 # MPM-1166

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I. PURPOSE

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

II. BACKGROUND

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and with differing HVAC systems from a variety of manufacturers.

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

The intent of this RFP is to establish a contract for the supply of HVAC Air Filters as well as the performance of related service activities. The University will use this contract to purchase a variety of air filters, including specialized filters and related accessories.

- A. Service activities include but are not limited to: filter surveys, troubleshooting air filter problems, product recommendations, training, new product development, custom fabrication of filters, and follow-up on product performance.
 1. Expectations for service activities include, but are not limited to:
 - a. Contractor shall respond to a customer service request within one (1) business day after receiving notification.
 - b. Contractor shall provide product support; to include technical assistance, troubleshooting air filter problems, product recommendations, and performance follow-up.
 - c. Contractor shall provide the University with contact information for the technical engineering department of product manufacturers' for any problems relating to air filter use.

- d. Contractor shall provide site filter surveys, training, and custom fabrication of filters as requested.
 - e. Contractor shall assist customers in making cost-effective purchases and suggesting alternate products or methods.
 - f. Contractor shall set up a site filter maintenance replacement program, as requested.
 - g. Contractor shall notify the University immediately of changes to product design or performance specifications.
- B. In the event that a manufacturer discontinues a product; the contractor may request the University to substitute a new product or model on contract. The University may allow the contractor to provide a substitute for a discontinued item providing:
- 1. A formal manufacturer announcement that the product has been discontinued.
 - 2. Documentation from the manufacturer that provides clear evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
 - 3. Documentation that the price for the replacement is the same as (or consistent with) the original contract price of the discontinued product.
 - 4. As applicable, if a sample is requested, notification will be given by the University as to whether the sample is acceptable, or – if rejected – a reason shall be given.
- C. No minimum order shall be required. Broken case orders shall be acceptable with no additional cost to the University. Broken case orders are defined as an order of less than standard case-lot quantity.
- D. Pricing shall include all delivery and handling costs (FOB) to any destination. The University is responsible for expedited shipping costs when requested.
- E. Contractor shall make deliveries with the following conditions:
- 1. Standard products shall be delivered within ten (10) business days.
 - 2. Non-standard or custom products shall be delivered within twenty (20) business days. If delivery is not possible because of specialized materials or product specifications then the contractor shall provide a mutually acceptable firm delivery date.
 - 3. Delivery shall be during normal University business hours (7:30 AM – 4:30 PM Monday through Friday).
 - 4. Contractor is responsible for shipping costs and arranging for pick-up of any defective returns and arranging for a Call Tag to ensure freight is charged to the contractor for defective returns, within ten (10) business days.
- F. Quality of products provided by the contractor must meet all Federal, State, and local standards for quality, energy efficiency, and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the University.

G. Samples:

1. The University reserves the right to request from the contractor a sample (or samples) of products offered at any time prior to (or after) the award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Samples must be submitted free of charge and be accompanied by the contractor name and address, any descriptive literature, and a statement including how and when the sample is to be returned.
2. When an approved sample exceeds the minimum specifications, all product delivered must be of the same quality and identity as the sample.
3. All samples are subjected to tests in the manner and place designated by the University; either prior to or after the award of a contract.

H. James Madison University reserves the right to obtain cost estimates prior to authorizing work and to solicit and procure such services, separate and apart from the resultant contract(s), as may be deemed in the best interest of the University. Upon approval of the proposal received by the University; a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.

I. The tables below represent the type, quality, and performance of pleated panel filters, pocket/bag filters, mini-pleated v-bank air filters, and extended surface mini-pleated filters, the University is currently using.

High-Capacity MERV 8 Pleated Panel Filters			
Nominal Size (width x height x depth)	24x24x1	24x24x2	24x24x4
Minimum Efficiency Reporting Value (MERV-A)	8	8	8
Rated Flow Capacity (CFM)	1400	2000	2000
Final Resistance (in W.G.)	1.0	1.0	1.0
Rated Initial Resistance (in W.G.)	0.23	0.31	0.27
Pleats per Lineal Foot	16	15	11
Gross Media Area (in square feet)	9.8	17.3	27.7

Energy-Saving, Extended Surface Area, High Efficiency (MERV-A 11, 13, & 14)			
Nominal Size (width x height x depth)	24x24x30	24x24x22	24x24x12
Number of Pockets	10	10	10
Minimum Efficiency Reporting Value (MERV-A)	11	11	11
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.29	0.32	0.35
Gross Media Area (in square feet)	97	71	39

Extended Surface Mini-Pleated Filters			
	Geopleat	M-Pak	Legacy
Nominal Size (width x height x depth)	24x24x4	24x24x6	24x24x4
Minimum Efficiency Reporting Value (MERV-A)	11	11	11
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.27	0.39	0.23
Gross Media Area (in square feet)		105	49

Energy-Saving, Extended Surface Area, High Efficiency			
Nominal Size (width x height x depth)	24x24x12	24x24x13	24x24x14
Minimum Efficiency Reporting Value (MERV-A)	11	13	14
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.22	0.28	0.29
Gross Media Area (in square feet)	97	71	39

- J. Describe in detail your approach to each of the following items and include any associated costs.
1. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.

2. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
3. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.
4. Designate the primary point of contact for the contract account. The University prefers to have a single, consistent, point of contact for these services.
5. Describe invoicing procedure. Provide a sample proposal and invoice.
6. Identify other services offered to James Madison University and the associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of

the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
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	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	15
5. Cost	<u>20</u>
	100

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

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of

1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts

for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - I. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced

charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

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

the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and

suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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

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

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.

The offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize the contract for goods and offered services. A list of VASCUPP member schools can be found at www.vascupp.org.

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>.

Add additional rows as needed to list all rates for labor and services as well as goods and equipment offered.

NO LABOR - PROCUREMENT ONLY

PRICING SCHEDULE BY ZONE										
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*										
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	
"Position"										
Labor Rate \$/hour										
"Position"										
Labor Rate \$/hour										
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)										
"Position"										
Labor Rate \$/hour										
"Position"										
Labor Rate \$/hour										
ALL ZONE SAME										
Products & Equipment (Listed by Manufacturer and Discount Rate Offered)										
Manufacturer	% Off List Discount Offered by Zone									
<i>BROOKHISE CO LLC</i>	<i>35%</i>									
<i>AIR FLOW PRODUCTS</i>	<i>42%</i>									
Other Fees										
Charge Card Processing Fees	%									

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 11 Months 8 since incorporation originally est Feb 1994

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 #
RUTHERFORD CITY TN	BOE 2 YEARS	2240B SOUTH PEDE MURFREESBORO TN	DARYL TURNAGE 615-893-5812
BUFFALO PUB SCHLS NY	3 YEARS + 6 YEARS	65 NAGARASA BUFFALO NY	SUE FAUSE 716-816-3583
IN-LINE A/C	32 YEARS 6 YEARS	85 E 21ST ST DAYTONNE NJ	MATT DORANS 201-577-4115
KEAN UNIVERSITY	6 YEARS	1000 MORRIS AV UNION NJ	KEN KIMBLE 908-737-5000
PHILADELPHIA SD	6 YEARS	440 N. BROAD ST PHILA PA	EVA NEVEN 215-400-4000

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

BROOKAIRE COMPANY LLC, 581 MANCHESTER COURT, YORK, PA 17408
BROOKAIRE COMPANY LLC, 46 WHELAN RD, E RUTHERFORD NJ 07073
NOTE: ORDERS WOULD PRIMARILY ^{SHD} FROM YORK PA
OTHER LOCATION: 329 VETERANS BLVD, CARLSTADT NJ 07073

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

[] YES [X] NO
IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: BROOKAIRE CO., LLC Preparer Name: LUCAS WALKER

Date: 12/04/22

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 SBSB 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: HVAC FILTERS RFP# MPM-1166 Date Form Completed: 12/06/2022

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

Offeror / Proposer: BROOKHIRE Co., LLC Address: 46 WHELAN RD E RUTHERFORD NJ 07073
 Firm Contact Person/No. LUCAS WALKER

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)
<i>NO SUBCONTRACTORS</i>					

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



JAMES MADISON
UNIVERSITY®



Brookaire co.
Since 1974

Brookaire Methodology

- Family owned and operated since 1974
- Over 150 employees
- 3 Locations
- Brookaire has had no sales in the last twelve months with a VASCUPP Member Institution

Primary Point of Contact at Brookaire for this Contract

Cheryl Mornan – Sales Representative with Brookaire since 1982

Cheryl@brookaire.com

973 473 7527 ex.206

Brookaire Staff Resumes

John Mornan Sr. — Founder

- Veteran US Navy Air Force, 101st Airborne
- Experience in the HVAC industry/Air Filtration since 1974

John Mornan Jr. — Current Owner

- Experience in the HVAC industry/Air Filtration since 1983
- Owner of Brookaire since 2011

James Mornan — Sales Manager

- Cambridge Education
- 20 years of experience with filter sales, engineering, surveys and auditing
- Experience with Institutional, Industrial, and Commercial accounts

Randy Walker — Operations Manager

- Cambridge and lean management education

Our Core Values



Customer First

Flexible, Accurate,
Helpful



Loyal

Honest, Committed,
Team Spirit



Accountable

Transparent,
Responsible, Speed
of Response



Professional

Polite, Neat,
Organized

Quality of Products

Manufacturer 70%+ of items we supply

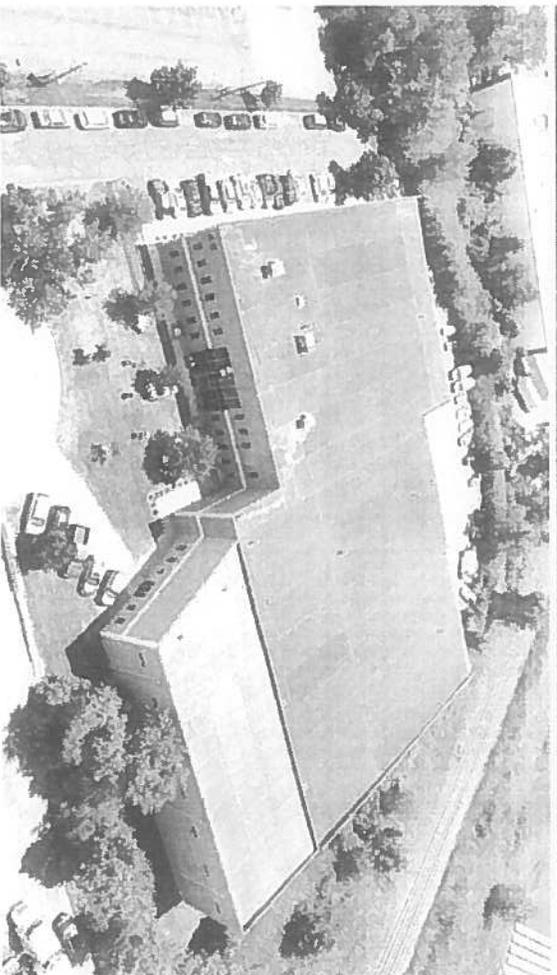
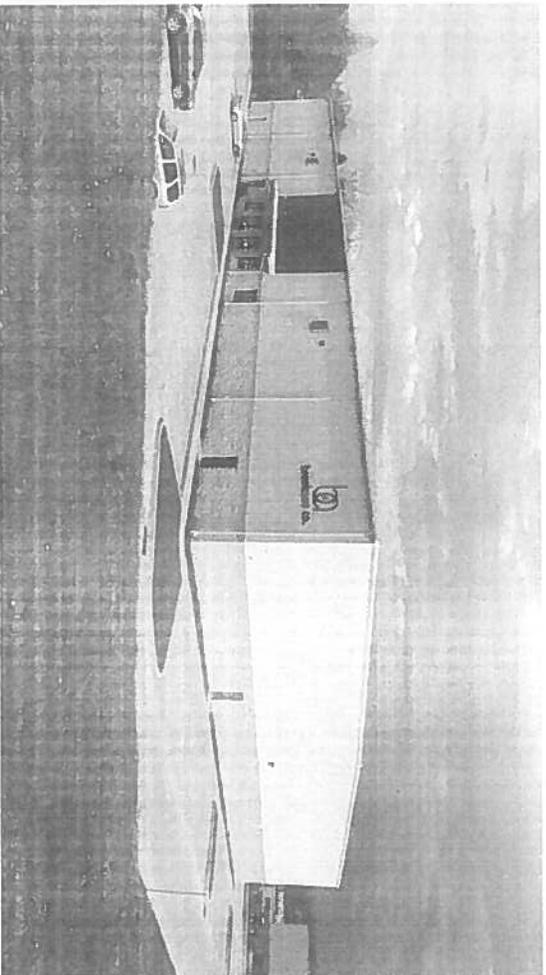
12 Assembly Lines

75,000 sq of dedicated manufacturing space

All products will meet or exceed specifications set out in bid

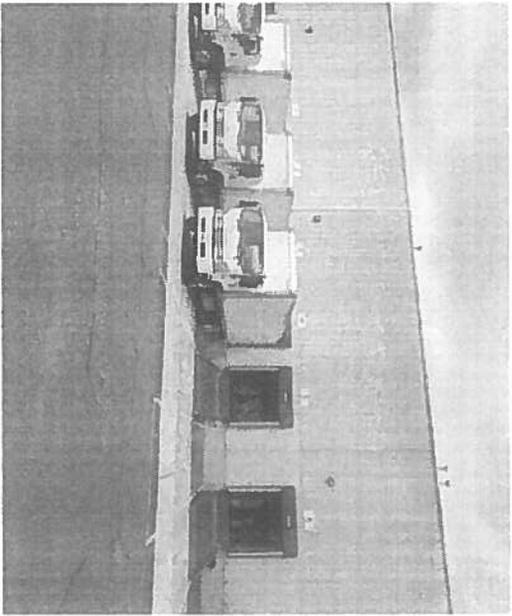
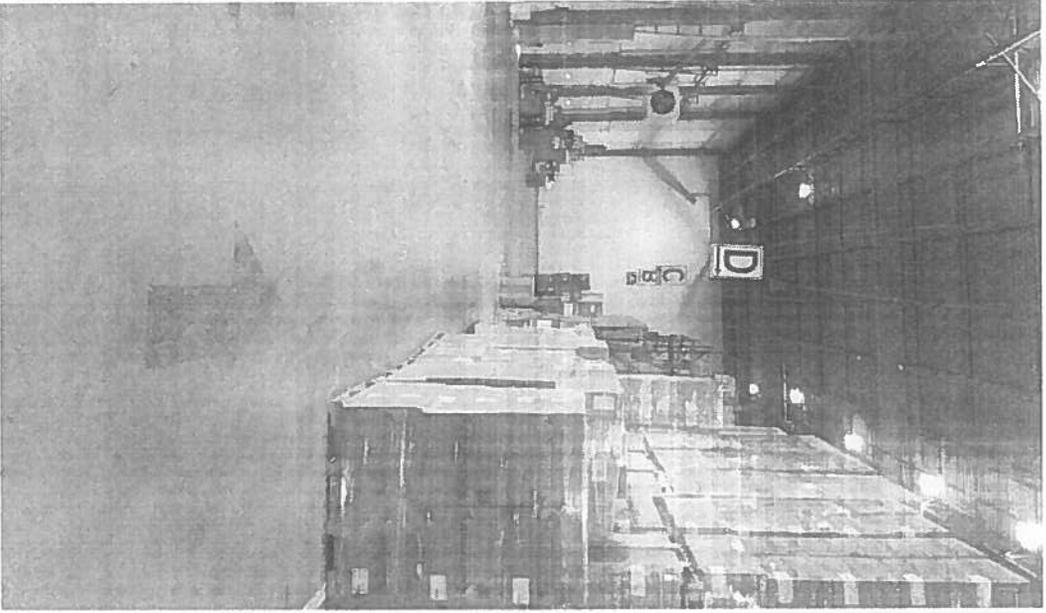
	# of Lines	Shifts	Filters/Lines/Shift	Daily Production
Manual Lines	11	2	682	15,000
Robotic Lines	1	2	5000	10,000
FULL DAILY CAPACITY				25,000 Filters

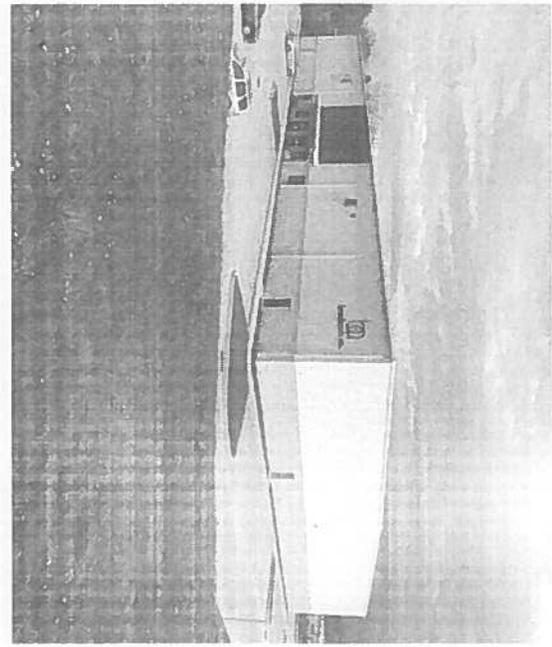
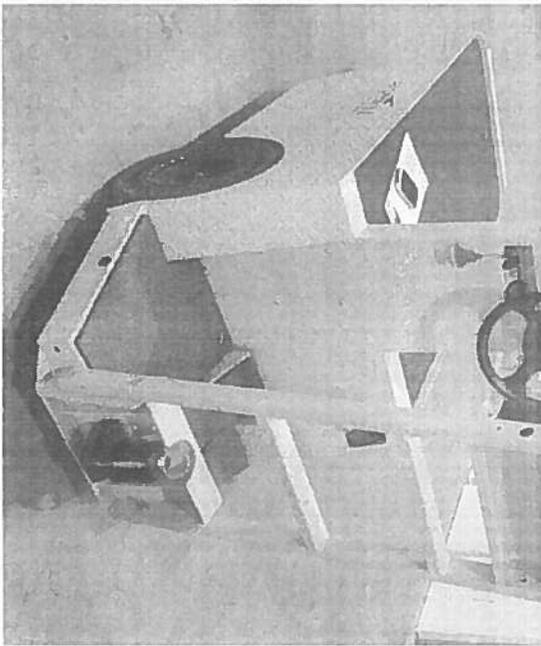
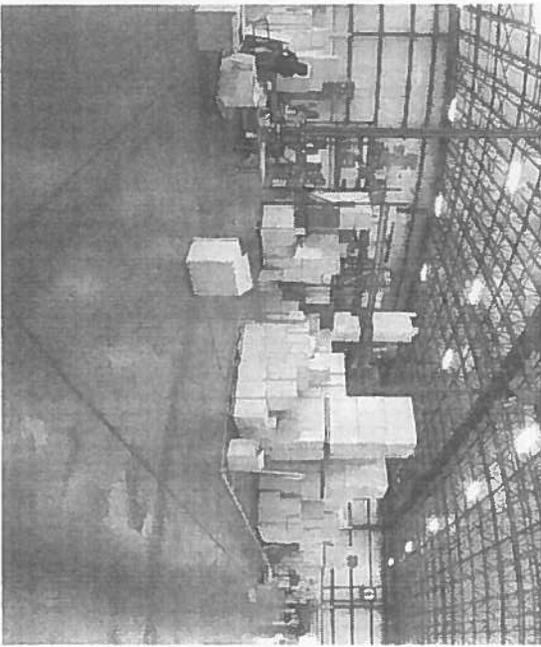
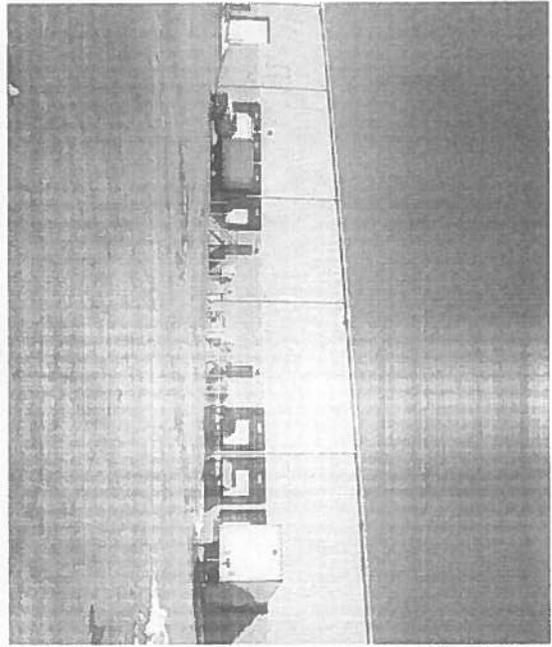
Manufacturing Capabilities

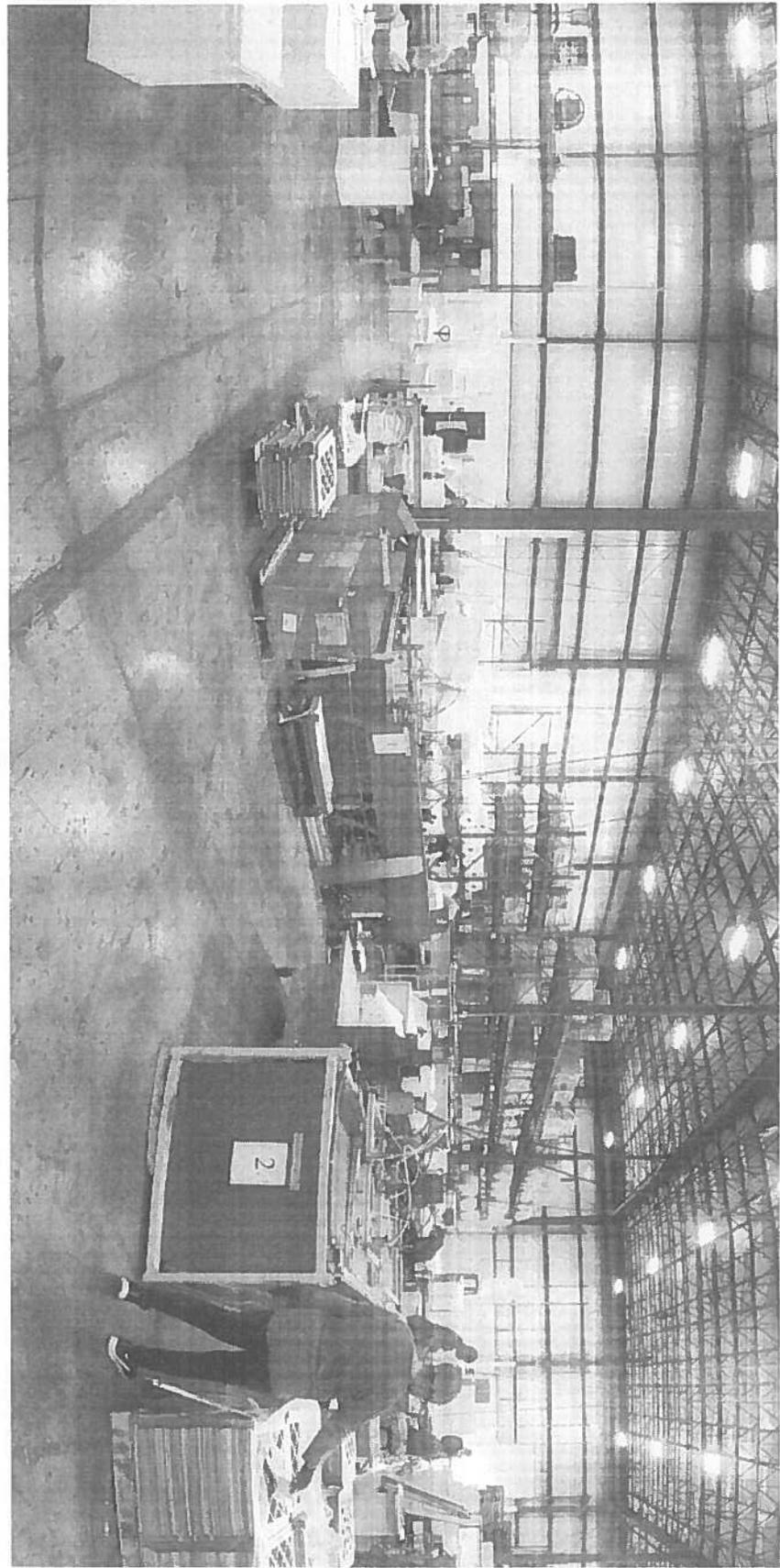


Distribution Capabilities

- 75,500 sq ft facility fully stocked Warehouses
- 2 distribution locations
- Operate our own fleet of delivery vehicles enabling us to deliver the product where you need it when you need it. The current fleet includes 1 semi-truck, 6 box trucks, and 8 vans.







Our Services

- **Delivery**
- Scheduled Site Delivery – ½ hour window
- Maintain our own fleet of trucks
- Same Day / Next Day available
- Tracking Link Text and Emails

Stock & Release

- Dictate your filter schedule and we will stock the materials in our warehouse to have them available when needed. This will reduce the lead times on the MiniPleat Filters and Bag Filters from 2-4 weeks to 2 days and reduce the lead time on the ASHRAE Filters from 6-8 weeks to 2 days.

Other

- Job Tagging
- No Minimum Order Qty

 Brookaire Company 46 Wirelan Road East Rutherford 07073		
SHIP TO: ABC Service Company 234 Main Street New York NY 10001		
SO#: 50752638 PO#: 14548		
BOX 1 of 1 CartonID 1613404538809		
Job Tag RWJ HILLSBOROUGH / PO 14548		
Box Contents		
Item	Description	Qty
S-PLH8-20252	29 x 25 x 2 Pleate	2
S-VB-A48	V-Belt A48/AL480	1
S-VB-A45	V-Belt A49/AL510	1
S-VB-A48	V-Belt A48/AL508	1

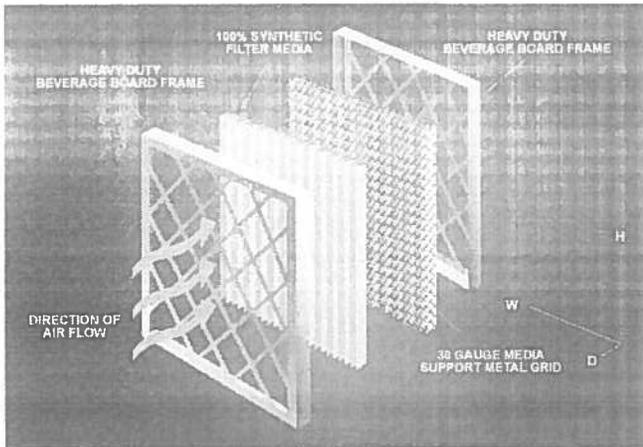


Brookaire Pricing,
Spec Sheets,
and Sample Invoice

Manufacturer	Part Number	Description	MERV	UM	List Price	Discount	JMU Price	Lead Time
Brookaire	S-PLM10H-24241	24 x 24 x 1 High Capacity Pleated Filter	10 EA	\$ 7.86	35%	\$ 5.11	2 Days - Stock	
Brookaire	S-PLM10H-24242	24 x 24 x 2 High Capacity Pleated Filter	10 EA	\$ 11.07	35%	\$ 7.20	2 Days - Stock	
Brookaire	S-PLM10H-24244	24 x 24 x 4 High Capacity Pleated Filter	10 EA	\$ 17.22	35%	\$ 11.19	2 Days - Stock	
Air Flow Products	SO-BA10P65-242430	24 x 24 x 30 65% 10 Pocket Polyester Bag Filter	11 EA	\$ 73.76	42%	\$ 42.78	2-4 Weeks	
Air Flow Products	SO-BA10P65-242422	24 x 24 x 22 65% 10 Pocket Polyester Bag Filter	11 EA	\$ 64.21	42%	\$ 37.24	2-4 Weeks	
Air Flow Products	SO-BA10P65-242412	24 x 24 x 12 65% 10 Pocket Polyester Bag Filter	11 EA	\$ 48.83	42%	\$ 28.32	2-4 Weeks	
Air Flow Products	SO-BA10P85-242430	24 x 24 x 30 85% 10 Pocket Polyester Bag Filter	13 EA	\$ 94.76	42%	\$ 54.96	2-4 Weeks	
Air Flow Products	SO-BA10P85-242422	24 x 24 x 22 85% 10 Pocket Polyester Bag Filter	13 EA	\$ 74.62	42%	\$ 43.28	2-4 Weeks	
Air Flow Products	SO-BA10P85-242412	24 x 24 x 12 85% 10 Pocket Polyester Bag Filter	13 EA	\$ 58.38	42%	\$ 33.86	2-4 Weeks	
Air Flow Products	SO-BA10P95-242430	24 x 24 x 30 95% 10 Pocket Polyester Bag Filter	14 EA	\$ 102.67	42%	\$ 59.55	2-4 Weeks	
Air Flow Products	SO-BA10P95-242422	24 x 24 x 22 95% 10 Pocket Polyester Bag Filter	14 EA	\$ 75.26	42%	\$ 43.65	2-4 Weeks	
Air Flow Products	SO-BA10P95-242412	24 x 24 x 12 95% 10 Pocket Polyester Bag Filter	14 EA	\$ 62.41	42%	\$ 36.20	2-4 Weeks	
Air Flow Products	SO-MPNPF65-24244	24 x 24 x 4 65% Plastic Frame MiniPleat Filter	11 EA	\$ 112.99	42%	\$ 65.53	2-4 Weeks	
Air Flow Products	SO-MPHPF65-24246	24 x 24 x 6 65% Plastic Frame MiniPleat Filter	11 EA	\$ 179.28	42%	\$ 103.98	2-4 Weeks	
Air Flow Products	SO-MPNPF65-24244	24 x 24 x 4 65% Plastic Frame MiniPleat Filter	11 EA	\$ 112.99	42%	\$ 65.53	2-4 Weeks	
Brookaire	SO-ASHHMF65-242412	24 x 24 x 12 65% Galvanized Frame Single Header ASHRAE Filter	11 EA	\$ 194.70	42%	\$ 112.93	6-8 Weeks	
Brookaire	SO-ASHHMF85-242412	24 x 24 x 12 85% Galvanized Frame Single Header ASHRAE Filter	13 EA	\$ 189.34	42%	\$ 109.82	6-8 Weeks	
Brookaire	S-ASHHMF95-242412	24 x 24 x 12 95% Galvanized Frame Single Header ASHRAE Filter	14 EA	\$ 205.78	42%	\$ 119.35	2 Days - Stock	

Brookaire High Capacity Filters

Brookaire's pleated MERV 10 Hi-Cap air filter is the most common style filter used in HVAC systems. These filters are fabricated using a wire backed synthetic media assembled within a beverage board cardboard frame. Pleated MERV 10 Hi-Cap air filters come in a vast array of standard size die cut frames in 1", 2" & 4" depths. The pleated style design provides additional surface area of media maximizing the air flow and efficiency. These air filters provide the perfect balance of air flow and efficiency. Pleated MERV 10 Hi-Cap filters are commonly used in high end residential and commercial HVAC systems.



Performance Data

Product Code	Initial Resistance inches w.g. @ Rated Flow See Chart	Final Resistance inches w.g.	ASHRAE 52.2 - 2017			
			MERV Value	E1 %	E2 %	E3 %
S-PLM10H - 1"	- 0.159	1.00	9	20.5	59.2	75.1
S-PLM10H - 2"	- 0.246	1.50	10	23.5	65.1	80.1
S-PLM10H - 4"	- 0.190	1.50	10	24.6	61.6	83

Characteristics	S-PLM10H- HC Pleated Filters
Filter Media	100% synthetic gradient media
Filter Support Grid	30 gauge galvanized expanded metal grid
Frame	Moisture resistant double wall beverage board
Assembly Technique	Media pack totally bonded to frame
Max. Temperature	180°F (82°C) continuous service. Peaks 225°F (107°C)
Max. Humidity	Resistant to 100% R.H.
Flammability	U.L. 900

Product Code	Nominal Size w x h x d	Actual Size w x h x d	Flow Rate cfm	Media Sq.Feet
S-PLM10H-10101	10x10x1	9.5x9.5x.75	205	1.4
S-PLM10H-10181	10x16x1	9.875x15.875x.75	328	2.4
S-PLM10H-10201	10x20x1	9.5x19.5x.75	410	3
S-PLM10H-10241	10x24x1	9.5x23.5x.75	492	3.7
S-PLM10H-10251	10x25x1	9.5x24.5x.75	512	3.8
S-PLM10H-10301	10x30x1	9.5x29.5x.75	615	4.6
S-PLM10H-12121	12x12x1	11.75x11.75x.75	295	2
S-PLM10H-12151	12x15x1	11.5x14.5x.75	369	2.8
S-PLM10H-12161	12x16x1	11.5x15.5x.75	393	2.9
S-PLM10H-12181	12x18x1	11.5x17.5x.75	443	3.3
S-PLM10H-12201	12x20x1	11.8125x19.8125x.75	492	3.6
S-PLM10H-12221	12x22x1	11.5x21.5x.75	541	4
S-PLM10H-12241	12x24x1	11.5x23.5x.75	590	4.3
S-PLM10H-12251	12x25x1	11.5x24.5x.75	615	4.6
S-PLM10H-12301	12x30x1	11.875x29.875x.75	738	5.5
S-PLM10H-12361	12x36x1	11.875x35.875x.75	885	6.6
S-PLM10H-14141	14x14x1	13.5x13.5x.75	402	3
S-PLM10H-14181	14x18x1	13.5x17.5x.75	516	3.9
S-PLM10H-14201	14x20x1	13.5x19.5x.75	575	4.1
S-PLM10H-14241	14x24x1	13.875x23.875x.75	688	5.1
S-PLM10H-14251	14x25x1	13.5x24.5x.75	718	5.2
S-PLM10H-14301	14x30x1	13.9375x29.9375x.75	860	6.4
S-PLM10H-15201	15x20x1	14.5625x19.5625x.75	615	4.4
S-PLM10H-15251	15x25x1	14.5x24.5x.75	769	5.7
S-PLM10H-15301	15x30x1	14.5x29.5x.75	922	6.9
S-PLM10H-16161	16x16x1	15.75x15.75x.75	524	3.9
S-PLM10H-16181	16x18x1	15.5x17.5x.75	590	4.4
S-PLM10H-16201	16x20x1	15.5625x19.5625x.75	654	4.7
S-PLM10H-16241	16x24x1	15.5x23.5x.75	787	5.8
S-PLM10H-16251	16x25x1	15.5625x24.5625x.75	836	5.9
S-PLM10H-16301	16x30x1	15.75x29.75x.75	983	7.3
S-PLM10H-16321	16x32x1	15.8125x31.8125x.75	1048	7.6
S-PLM10H-18181	18x18x1	17.75x17.75x.75	654	5
S-PLM10H-18201	18x20x1	17.5x19.5x.75	738	5.5
S-PLM10H-18221	18x22x1	17.5x21.5x.75	811	6.1
S-PLM10H-18241	18x24x1	17.5x23.5x.75	885	6.4
S-PLM10H-18251	18x25x1	17.5x24.5x.75	934	6.7
S-PLM10H-18301	18x30x1	17.75x29.75x.75	1106	8.3
S-PLM10H-20201	20x20x1	19.5625x19.5625x.75	836	5.9
S-PLM10H-20221	20x22x1	19.5x21.5x.75	901	6.7
S-PLM10H-20241	20x24x1	19.5x23.5x.75	983	7.1
S-PLM10H-20251	20x25x1	19.5625x24.5625x.75	1032	7.4
S-PLM10H-20301	20x30x1	19.625x29.625x.75	1229	9
S-PLM10H-22221	22x22x1	21.9375x21.9375x.75	992	7.4
S-PLM10H-24241	24x24x1	23.75x23.75x.75	1180	8.5
S-PLM10H-24301	24x30x1	23.5x28.5x.75	1475	11
S-PLM10H-25251	25x25x1	24.5x24.5x.75	1278	9.2
S-PLM10H-10202	10x20x2	9.5x19.5x1.75	688	5.9
S-PLM10H-12122	12x12x2	11.875x11.875x1.6875	492	4.6
S-PLM10H-12202	12x20x2	11.5x19.5x1.75	836	7.4
S-PLM10H-12242	12x24x2	11.375x23.375x1.75	983	8.9
S-PLM10H-12252	12x25x2	11.5x24.5x1.75	1032	9.3
S-PLM10H-14202	14x20x2	3.5625x19.5625x1.75	959	8.9
S-PLM10H-14252	14x25x2	13.5x24.5x1.75	1195	11.1
S-PLM10H-15202	15x20x2	14.5625x19.5625x1.75	1023	9.6
S-PLM10H-16162	16x16x2	15.5x15.5x1.75	875	8.1
S-PLM10H-16202	16x20x2	15.625x19.625x1.75	1082	9.7
S-PLM10H-16242	16x24x2	15.375x23.375x1.75	1311	12.7
S-PLM10H-16252	16x25x2	15.625x24.625x1.75	1377	12
S-PLM10H-18182	18x18x2	17.75x17.75x1.75	1106	10.6
S-PLM10H-18202	18x20x2	17.5x19.5x1.75	1229	11.4
S-PLM10H-18242	18x24x2	17.375x23.375x1.75	1475	13.7
S-PLM10H-18252	18x25x2	17.5x24.5x1.75	1524	13.9
S-PLM10H-20202	20x20x2	19.5625x19.5625x1.6875	1377	12.6
S-PLM10H-20242	20x24x2	19.375x23.375x1.75	1637	15.1
S-PLM10H-20252	20x25x2	19.5625x24.5625x1.6875	1721	15.7
S-PLM10H-20302	20x30x2	19.5x29.5x1.75	2048	20
S-PLM10H-22222	22x22x2	21.9375x21.9375x1.75	1654	15.3
S-PLM10H-24242	24x24x2	23.375x23.375x1.6875	1967	17.8
S-PLM10H-24302	24x30x2	23.5x29.5x1.75	2456	21.6
S-PLM10H-25252	25x25x2	24.5x24.5x1.75	2124	19.4
S-PLM10H-25282	25x28x2	24.5x27.5x1.75	2360	21
S-PLM10H-12244	12x24x4	11.4375x23.4375x3.625	983	14.2
S-PLM10H-16204	16x20x4	15.5x19.5x3.625	1062	15.7
S-PLM10H-16254	16x25x4	15.625x24.625x3.625	1377	19.7
S-PLM10H-18244	18x24x4	17.5x23.5x3.625	1475	21.3
S-PLM10H-20204	20x20x4	19.5x19.5x3.625	1377	19.7
S-PLM10H-20244	20x24x4	19.4375x23.4375x3.625	1622	23.7
S-PLM10H-20254	20x25x4	19.5x24.5x3.625	1721	24.7
S-PLM10H-24244	24x24x4	23.375x23.375x3.625	1967	28.4
S-PLM10H-25244	25x29x4	24.5x28.5x3.625	2458	35.7

Brookaire ASHRAE CELL FILTER

The Brookaire ASHRAE Cell is an extended surface, high efficiency filter constructed in a rigid frame. The filter utilizes a continuous sheet of wet-laid microfiber media that is deep pleated. This media can operate in applications that have 100% humidity. Hemmed edge aluminum corrugated separators are placed between each pleat to stabilize the pack and ensure proper air flow through the filter. The media pack is sealed to all four sides of the frame. The result is a high integrity filter that delivers high efficiency and consistent performance.

Model Reference Numbering Scheme

EACF - 24 X 24 X 12 - (M6 / F7 / F8)

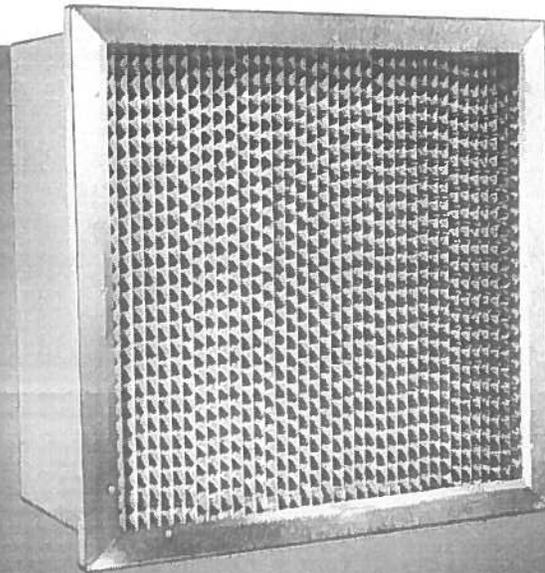
ACF	ASHRAE CELL FILTER
24 X 24 X 12	Width X Height X Depth
M6 / F7 / F8	Grade

Specifications

Type	High Efficiency Extended surface deep pleated filter
Filter Grades (EN 779:2012)	M6, F7, F8
Filter Grades (As per ASHRAE 52.2)	MERV 11, MERV 13, MERV14
Filter Depth	6", 12"
Filter Media	Micro Fine Glass Fiber
Media Separator	Hemmed Edge Aluminum corrugated separator
Frame	GI / SS / Al / MDF
Maximum Temperature	90 °C
Maximum Pressure Drop	1.40" wg (recommended)

Features and Benefits

- Suitable for Variable air volume (VAV) systems or any application where extreme conditions require additional filter strength and reliability
- Robust and compact design which can replace traditional pocket style filters
- Rigid format prevents unloading of dust due to media oscillation
- Available frame constructions include single header, double header or box style construction
- ASHRAE Cell can be used in diverse conditions including 100% humidity and turbulent or VAV systems
- Higher durability ensures fewer change outs than pocket or rigid cell filters
- Rigid construction and fiber glass media of this eliminates fiber shedding and dust particle unloading
- Micro glass Fine fibers ensures that filter maintains its efficiency throughout its life in the system
- Best suited for package systems, air handlers, split systems, built-up filter banks and freestanding units
- Single piece Seamless PU gasket can be provided to ensure a leak free seal to the filter housing



Application

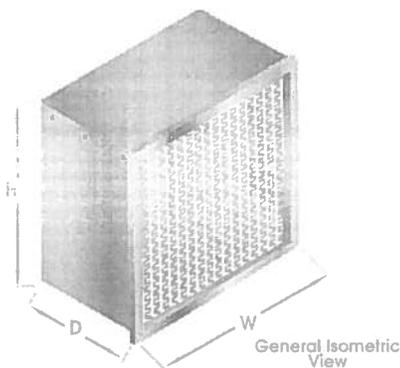
- Hospital
- High tech Manufacturing
- Food processing
- Biomedical
- Pharmaceutical
- Biotechnology
- Genetic Research
- Universities
- Laboratories
- Semiconductor fabrication

SELECTION CHART

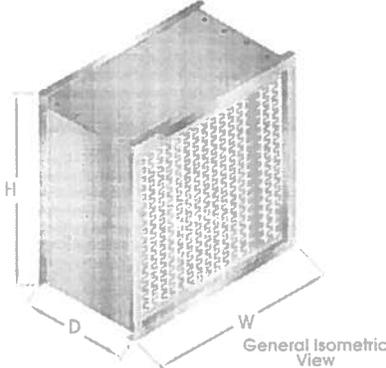
Model Reference Nominal Dimensions	Actual Dimensions (Inches)			Filter Classification		Airflow		Initial Pressure Drop (Inch W.G)		Media Area (Sq.ft.)	
	Width	Height	Depth	EN 799	ASHRAE 52.2	CFM	CMH	Header	Box Type	Header	Box Type
EACF-12x24x12-F8	11.30	23.30	11.50	F8	MERV 14	1000	1700	0.60	0.56	57	66
EACF-12x24x12-F8	12.00	24.00	11.50	F8	MERV 14	1000	1700	0.58	0.54	62	71
EACF-24x12x12-F8	23.30	11.30	11.50	F8	MERV 14	1000	1700	0.60	0.56	59	63
EACF-20x24x12-F8	19.30	23.30	11.50	F8	MERV 14	1650	2800	0.60	0.56	100	108
EACF-24x24x12-F8	23.30	23.30	11.50	F8	MERV 14	2000	3400	0.60	0.56	125	134
EACF-24x24x12-F8	24.00	24.00	11.50	F8	MERV 14	2000	3400	0.58	0.54	132	141
EACF-12x24x6-F8	11.30	23.30	5.90	F8	MERV 14	500	850	0.35	0.33	29	33
EACF-24x24x6-F8	23.30	23.30	5.90	F8	MERV 14	1000	1700	0.35	0.33	63	67
EACF-12x24x12-F7	11.30	23.30	11.50	F7	MERV 13	1000	1700	0.52	0.48	57	66
EACF-12x24x12-F7	12.00	24.00	11.50	F7	MERV 13	1000	1700	0.51	0.47	62	71
EACF-24x12x12-F7	23.30	11.30	11.50	F7	MERV 13	1000	1700	0.52	0.48	59	63
EACF-20x24x12-F7	19.30	23.30	11.50	F7	MERV 13	1650	2800	0.52	0.48	100	108
EACF-24x24x12-F7	23.30	23.30	11.50	F7	MERV 13	2000	3400	0.52	0.48	125	134
EACF-24x24x12-F7	24.00	24.00	11.50	F7	MERV 13	2000	3400	0.51	0.47	132	141
EACF-12x24x6-F7	11.30	23.30	5.90	F7	MERV 13	500	850	0.32	0.30	29	33
EACF-24x24x6-F7	23.30	23.30	5.90	F7	MERV 13	1000	1700	0.32	0.30	63	67
EACF-12x24x12-M6	11.30	23.30	11.50	M6	MERV 11	1000	1700	0.40	0.38	57	66
EACF-12x24x12-M6	12.00	24.00	11.50	M6	MERV 11	1000	1700	0.39	0.37	62	71
EACF-24x12x12-M6	23.30	11.30	11.50	M6	MERV 11	1000	1700	0.40	0.38	59	63
EACF-20x24x12-M6	19.30	23.30	11.50	M6	MERV 11	1650	2800	0.40	0.38	100	108
EACF-24x24x12-M6	23.30	23.30	11.50	M6	MERV 11	2000	3400	0.40	0.38	125	134
EACF-24x24x12-M6	24.00	24.00	11.50	M6	MERV 11	2000	3400	0.39	0.37	132	141
EACF-12x24x6-M6	11.30	23.30	5.90	M6	MERV 11	500	850	0.16	0.15	29	33
EACF-24x24x6-M6	23.30	23.30	5.90	M6	MERV 11	1000	1700	0.16	0.15	63	67

All Grades and all sizes are available upon request. Please contact factory for more details.

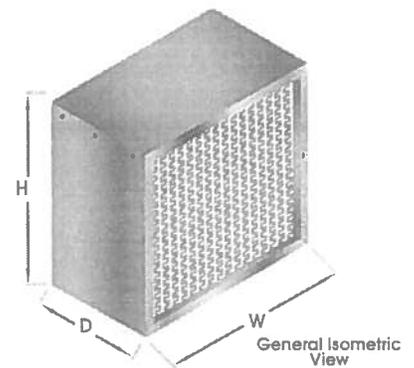
SINGLE HEADER



DOUBLE TURN FLANGE



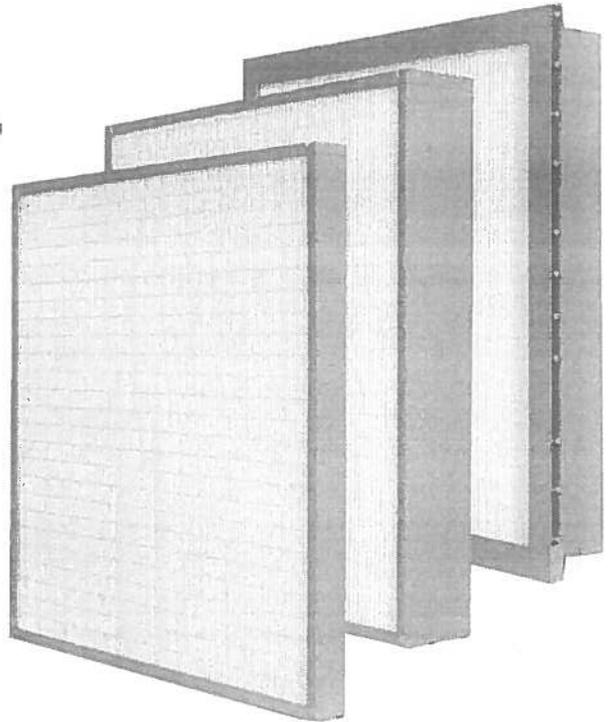
BOX TYPE





AIRFLOW MiniPLEAT

The Airflow MiniPleat extended surface self-supported filter is designed for use in air filtration systems and equipment with MERV 11 – 15 filtration efficiency requirements. Available in a wide variety of standard sizes and 2" & 4" depths, the AIRFLOW MINI PLEAT provides optimal performance especially in variable air volume/variable airflow systems and LEED accredited buildings.*



- ✓ The media pack is comprised of non-shedding, gradient density polypropylene fibers, bonded to the inside perimeter of the injection molded polypropylene frame with a moisture resistant adhesive, providing a continuous and positive seal that will not support the growth of microorganisms.
- ✓ Thermally bonded polypropylene media separators provide strength and rigidity to this filter and the all synthetic composition of frame, media pack and separators are incinerable.
- ✓ Underwriters Laboratory listed per UL Standard 900.
- ✓ Low initial pressure drop measured in inches w.g., long service life and savings in energy and shipping costs.

Typical Applications

For use as a pre-filter for HEPA and high efficiency final filters, or as a stand-alone primary filter in:

- | | |
|--|---|
| ◆ Hospitals & ICU's (primary or prefilter for HEPA filtration) | ◆ Industrial Production Plants |
| ◆ Pharmaceutical & Cleanroom Facilities (primary or prefilter for HEPA filtration) | ◆ Educational Facilities |
| ◆ Laboratories | ◆ Food Processing Plants |
| ◆ Printing Facilities | ◆ MERV 13 and higher filter for LEED* Accredited Facilities |
| | ◆ Museums and Archive Storage |

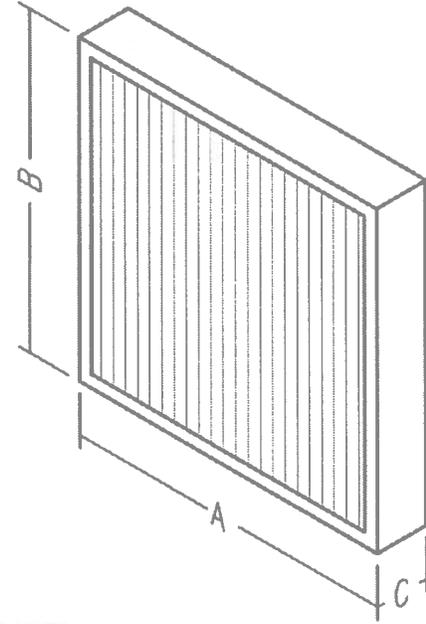
*Leadership in Energy and Environmental Design as required, by the US Green Building Council®

100 Oak Tree Drive
Selma, North Carolina 27576
(t) 919-975-0240 • (f) 919-975-0250
jeff@airflowproducts.net

www.airflowproducts.net

AIRFLOW M11 PLEAT Purchasing Specification

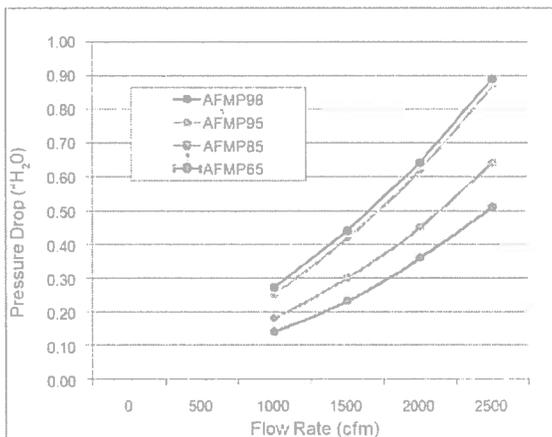
- Filter shall be constructed using non-shedding 100% gradient density polypropylene fibers.
- Frame shall be constructed of injection-molded polypropylene.
- Media shall be bonded to the inside perimeter of frame with moisture resistant adhesive providing a positive seal that will not support the growth of microorganisms.
- Manufacturer, filter size and airflow indication shall be clearly labeled.
- Filters shall be a MERV 11-15 particle size efficiency per ANSI/ASHRAE Standard 52.2.
- Pressure drop shall correspond to manufacturer's literature.
- Independent laboratory test reports and filter samples shall be submitted for engineering evaluation and approval.
- Filter shall be listed Underwriter's Laboratory UL 900 for fire retardance.



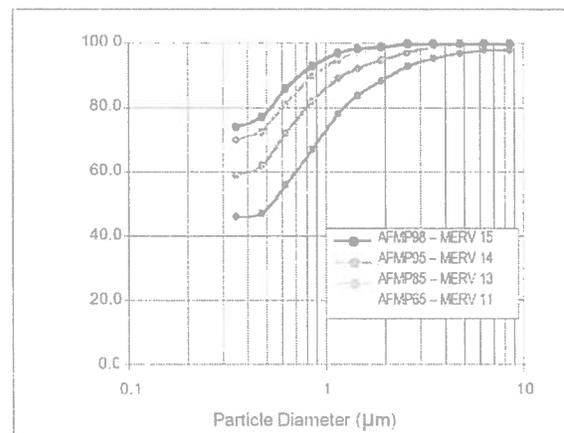
Typical Size Chart - AFMP65, AFMP85, AFMP95 AND AFMP998

Model Number	Width "A"	Height "B"	Depth "C"	Model Number	Width "A"	Height "B"	Depth "C"
AFMPxx24244	23-3/8"	23-3/8"	3-3/4"	AFMPxx24244	23-3/8"	23-3/8"	1-3/4"
AFMPxx20254	19-1/2"	24-1/2"	3-3/4"	AFMPxx20254	19-1/2"	24-1/2"	1-3/4"
AFMPxx20244	19-1/2"	23-3/8"	3-3/4"	AFMPxx20244	19-1/2"	23-3/8"	1-3/4"
AFMPxx20204	19-1/2"	19-1/2"	3-3/4"	AFMPxx20204	19-1/2"	19-1/2"	1-3/4"
AFMPxx16254	15-1/2"	24-1/2"	3-3/4"	AFMPxx16254	15-1/2"	24-1/2"	1-3/4"
AFMPxx16204	15-1/2"	19-1/2"	3-3/4"	AFMPxx16204	15-1/2"	19-1/2"	1-3/4"
AFMPxx12244	11-3/8"	23-3/8"	3-3/4"	AFMPxx12244	11-3/8"	23-3/8"	1-3/4"

Pressure Drop vs. Flow Rate



Efficiency vs. Particle Diameter

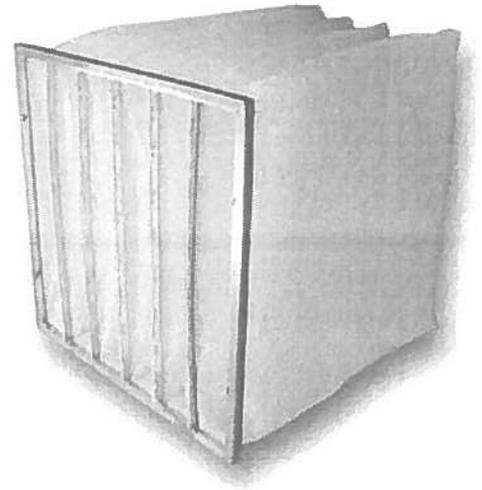


Distributed by:



AIRFLOW Pocket Filter

Airflow extended surface non-supported pocket filters are designed for use in air filtration systems and equipment where medium to high efficiency filtration is required. Available in a large number of standard sizes, face dimensions, pocket number and depth, and efficiencies, the AIRFLOW Pocket Filter provides optimal performance in constant velocity air handling systems.



- ✓ Galvanized steel frame, header and internal pocket support retainers, (j-channels) provide strength and rigidity.
- ✓ Media is 100% synthetic polypropylene fibers, secured within the inside perimeter of the headers.
- ✓ Each pocket is sonically sealed along the outside edges to prevent bypass.
- ✓ Available in MERV 11, 13, 14 & 15 particle size efficiencies.
- ✓ Underwriters Laboratories listed per UL Standard 900.
- ✓ Standard header is 7/8" - 1 1/8" header is available as an option.

Typical Applications

For use as a pre-filter for HEPA final filters, or as a stand-alone primary filter in:

- ◆ Hospitals and Healthcare Facilities
- ◆ Commercial Buildings
- ◆ Educational Facilities
- ◆ Museums
- ◆ Industrial Production Plants
- ◆ Food and Beverage Production Plants
- ◆ MERV 13 and higher efficiencies for LEED* accredited facilities

Leadership in Energy and Environmental Design as required, by the US Green Building Council

100 Oak Tree Drive
Selma, North Carolina 27576
(t) 919-975-0240
(f) 919-975-0250
jeff@airflowproducts.net

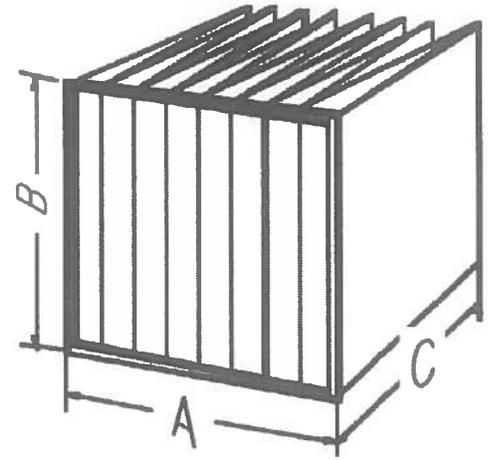
www.airflowproducts.net

Proud Member of



AIRFLOW Pocket Filter Purchasing Specification

- Filter shall be constructed using non-shedding 100% gradient density polypropylene fibers.
- Frame shall be construction of injection-molded polypropylene.
- Media shall be bonded to the inside perimeter of frame with moisture resistant adhesive providing a continuous positive seal that will not support the growth of microorganisms.
- Manufacturer, filter size and airflow indication shall be clearly labeled.
- Filters shall be a MERV 11-15 particle size efficiency per ANSI/ASHRAE Standard 52.2.
- Pressure drop shall correspond to manufacturer's literature.
- Independent laboratory test reports and filter samples shall be submitted for engineering evaluation and approval.
- Filter shall be listed Underwriter's Laboratory UL 900 for fire retardance.

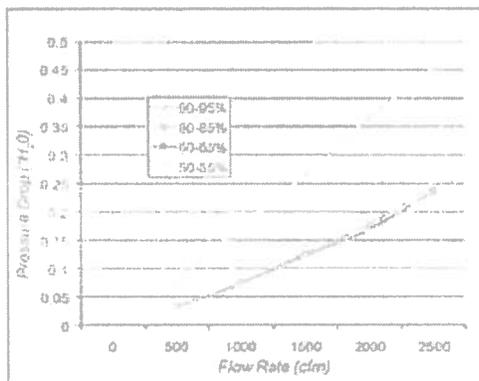


Typical Size Chart - AFB50, AFB65, AFB85, AFB95 - 8 Pkt

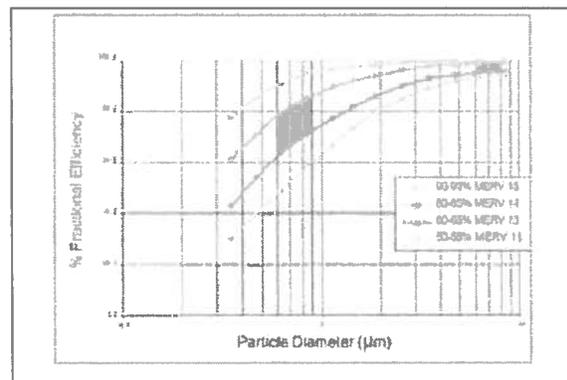
Model Number	Width "A"	Height "B"	Depth "C"	Number of Pockets	Air Flow Capacity (cfm)	Initial Resistance (w.g.)
AFB8xxS-4430	23-3/8"	23-3/8"	30"	8	2000	.37
AFB8xxS-4426	23-3/8"	23-3/8"	26"	8	1500	.37
AFB8xxS-4422	23-3/8"	23-3/8"	22"	8	1500	.24
AFB8xxS-4415	23-3/8"	23-3/8"	15"	8	1000	.44
AFB6xxS-0430	19-3/8"	23-3/8"	30"	6	1500	.44
AFB6xxS-0426	19-3/8"	23-3/8"	26"	6	1125	.37
AFB6xxS-0422	19-3/8"	23-3/8"	22"	6	1125	.39
AFB6xxS-0415	19-3/8"	23-3/8"	15"	6	750	.44
AFB4xxS-2430	11-3/8"	23-3/8"	30"	4	1000	.44
AFB4xxS-2426	11-3/8"	23-3/8"	26"	4	750	.37
AFB4xxS-2422	11-3/8"	23-3/8"	22"	4	750	.39
AFB4xxS-2415	11-3/8"	23-3/8"	15"	4	500	.44

Also available with standard casketing options.

Pressure Drop vs. Flow Rate



Efficiency vs. Particle Diameter



Distributed by:



Brookaire Company, LLC
 Brookaire Company
 46 Whelan Road
 East Rutherford NJ 07073
 United States

Invoice

#INV629851

12/06/2022

Bill To

James Madison University
 752 Ott Street
 Harrisonburg VA 22807
 United States

Ship To

James Madison University
 752 Ott Street
 Harrisonburg VA 22807
 United States

Terms	Due Date	PO #	Sales Rep	Shipping Method	Tracking #
Net 30	01/05/2023	SAMPLE INVOICE	John Mornan	BA Truck-Standard Delivery	

QTY	Item	Job Tag	Unit Price	Amount
1	S-PLM10H-24244 24 x 24 x 4 High Capacity Pleated MERV 10 Filter		\$11.19	\$11.19

Subtotal	\$11.19
Shipping Cost	\$0.00
Tax Total (0%)	\$0.00
Total	\$11.19
Amount Paid	\$0.00
Amount Due	\$11.19

SAMPLE INVOICE



INV629851



Request for Proposal

RFP# MPM-1166

HVAC Filters

November 8, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1166

Issue Date: November 8, 2022
Title: HVAC Filters
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 December 7, 2022 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: See Special Terms and Conditions

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: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (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 # MPM-1166

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VIII.	SPECIAL TERMS AND CONDITIONS	Page	16
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XI.	ATTACHMENTS	Page	22
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	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 HVAC Air Filters for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and with differing HVAC systems from a variety of manufacturers.

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

The intent of this RFP is to establish a contract for the supply of HVAC Air Filters as well as the performance of related service activities. The University will use this contract to purchase a variety of air filters, including specialized filters and related accessories.

- A. Service activities include but are not limited to: filter surveys, troubleshooting air filter problems, product recommendations, training, new product development, custom fabrication of filters, and follow-up on product performance.
 - 1. Expectations for service activities include, but are not limited to:
 - a. Contractor shall respond to a customer service request within one (1) business day after receiving notification.
 - b. Contractor shall provide product support; to include technical assistance, troubleshooting air filter problems, product recommendations, and performance follow-up.
 - c. Contractor shall provide the University with contact information for the technical engineering department of product manufacturers' for any problems relating to air filter use.

- d. Contractor shall provide site filter surveys, training, and custom fabrication of filters as requested.
 - e. Contractor shall assist customers in making cost-effective purchases and suggesting alternate products or methods.
 - f. Contractor shall set up a site filter maintenance replacement program, as requested.
 - g. Contractor shall notify the University immediately of changes to product design or performance specifications.
- B. In the event that a manufacturer discontinues a product; the contractor may request the University to substitute a new product or model on contract. The University may allow the contractor to provide a substitute for a discontinued item providing:
- 1. A formal manufacturer announcement that the product has been discontinued.
 - 2. Documentation from the manufacturer that provides clear evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
 - 3. Documentation that the price for the replacement is the same as (or consistent with) the original contract price of the discontinued product.
 - 4. As applicable, if a sample is requested, notification will be given by the University as to whether the sample is acceptable, or – if rejected – a reason shall be given.
- C. No minimum order shall be required. Broken case orders shall be acceptable with no additional cost to the University. Broken case orders are defined as an order of less than standard case-lot quantity.
- D. Pricing shall include all delivery and handling costs (FOB) to any destination. The University is responsible for expedited shipping costs when requested.
- E. Contractor shall make deliveries with the following conditions:
- 1. Standard products shall be delivered within ten (10) business days.
 - 2. Non-standard or custom products shall be delivered within twenty (20) business days. If delivery is not possible because of specialized materials or product specifications then the contractor shall provide a mutually acceptable firm delivery date.
 - 3. Delivery shall be during normal University business hours (7:30 AM – 4:30 PM Monday through Friday).
 - 4. Contractor is responsible for shipping costs and arranging for pick-up of any defective returns and arranging for a Call Tag to ensure freight is charged to the contractor for defective returns, within ten (10) business days.
- F. Quality of products provided by the contractor must meet all Federal, State, and local standards for quality, energy efficiency, and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the University.

G. Samples:

1. The University reserves the right to request from the contractor a sample (or samples) of products offered at any time prior to (or after) the award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Samples must be submitted free of charge and be accompanied by the contractor name and address, any descriptive literature, and a statement including how and when the sample is to be returned.
2. When an approved sample exceeds the minimum specifications, all product delivered must be of the same quality and identity as the sample.
3. All samples are subjected to tests in the manner and place designated by the University; either prior to or after the award of a contract.

H. James Madison University reserves the right to obtain cost estimates prior to authorizing work and to solicit and procure such services, separate and apart from the resultant contract(s), as may be deemed in the best interest of the University. Upon approval of the proposal received by the University; a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.

I. The tables below represent the type, quality, and performance of pleated panel filters, pocket/bag filters, mini-pleated v-bank air filters, and extended surface mini-pleated filters, the University is currently using.

High-Capacity MERV 8 Pleated Panel Filters			
Nominal Size (width x height x depth)	24x24x1	24x24x2	24x24x4
Minimum Efficiency Reporting Value (MERV-A)	8	8	8
Rated Flow Capacity (CFM)	1400	2000	2000
Final Resistance (in W.G.)	1.0	1.0	1.0
Rated Initial Resistance (in W.G.)	0.23	0.31	0.27
Pleats per Lineal Foot	16	15	11
Gross Media Area (in square feet)	9.8	17.3	27.7

Energy-Saving, Extended Surface Area, High Efficiency (MERV-A 11, 13, & 14)			
Nominal Size (width x height x depth)	24x24x30	24x24x22	24x24x12
Number of Pockets	10	10	10
Minimum Efficiency Reporting Value (MERV-A)	11	11	11
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.29	0.32	0.35
Gross Media Area (in square feet)	97	71	39

Extended Surface Mini-Pleated Filters			
	Geopleat	M-Pak	Legacy
Nominal Size (width x height x depth)	24x24x4	24x24x6	24x24x4
Minimum Efficiency Reporting Value (MERV-A)	11	11	11
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.27	0.39	0.23
Gross Media Area (in square feet)		105	49

Energy-Saving, Extended Surface Area, High Efficiency			
Nominal Size (width x height x depth)	24x24x12	24x24x13	24x24x14
Minimum Efficiency Reporting Value (MERV-A)	11	13	14
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.22	0.28	0.29
Gross Media Area (in square feet)	97	71	39

- J. Describe in detail your approach to each of the following items and include any associated costs.
1. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.

2. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
3. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.
4. Designate the primary point of contact for the contract account. The University prefers to have a single, consistent, point of contact for these services.
5. Describe invoicing procedure. Provide a sample proposal and invoice.
6. Identify other services offered to James Madison University and the associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of

the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ 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	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	15
5. Cost	<u>20</u>
	100

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

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of

1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts

for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced

charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

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

the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and

suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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

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

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.

The offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize the contract for goods and offered services. A list of VASCUPP member schools can be found at www.vascupp.org.

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>.

Add additional rows as needed to list all rates for labor and services as well as goods and equipment offered.

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
“Position” Labor Rate \$/hour									
“Position” Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)									
“Position” Labor Rate \$/hour									
“Position” Labor Rate \$/hour									
Products & Equipment (Listed by Manufacturer and Discount Rate Offered)									
Manufacturer	% Off List Discount Offered by Zone								
Other Fees									
Charge Card Processing Fees	%								

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)