



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5899

This contract entered into this 5th day of November, 2020, by Driver Brothers Inc. 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 11/5/2020 through 11/4/2021 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 KLN-1091 dated September 15, 2020:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One - 09/15/2020
(3) The Contractor's Proposal dated 09/18/2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated 11/04/2020.

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

CONTRACTOR:

By: michèle marston (Signature)

MICHELE marston (Printed Name)

Title: owner/manager

PURCHASING AGENCY:

By: Krista Nealis (Signature)

Krista Nealis (Printed Name)

Title: Procurement Buyer Specialist



Negotiation Summary

1. Contact information for Driver Brothers Inc.:

Jenny or Michele

Phone – (540) 363-5331

Email – michele@driverbrothers.com

2. See Pricing Schedule below. The pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.

- a. Pricing for plants shall be discounted from the wholesale price list based on the quantities stated below. In this scenario the quantity is based on one variety and size to receive the price discounts listed.

Quantity	Discount
0 – 50	5%
50 – 500	10%
500+	15%

- b. Minimum delivery order size is \$1,000.00 during the time period of March 15 – June 15 and \$500.00 during all other times of the year. When the minimum is met to warrant delivery, orders are batched together based on location as they are received and space is allocated on the trucks in the same manner.

3. Driver Brothers Inc. has assured the University that they are capable of fulfilling the needs of the University. Driver Brothers Inc. shall provide the University with a minimum 30 day notice in the event that they will not be able to meet those needs.
4. Driver Brothers Inc. shall agree to provide the agreed upon product quantities and delivery, when applicable, by or on the agreed date by the University.
5. Driver Brothers Inc. shall agree to the annual increase amount to be based on the CPI-W scale per renewal.



PROPOSAL

DRIVER BROTHERS INC.

27 Niswander Road Staunton, Virginia 24401
www.driverbrothers.com

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 - a. Master Plant Listing, Driver Brothers Inc.

Driver Brothers Greenhouses Inc. was established in 1984. Two brothers, Millard and Milton Driver started growing plants in the late 70's and jointly created Driver Brothers several years later. Over the last 30 plus years this business has serviced independent garden centers throughout the state of Virginia, West Virginia and Maryland. Driver Brothers has worked with landscapers, churches, schools, and more recently institutions of higher learning in providing plant material.

Our qualifications can somewhat speak for themselves as we continue to survive as a small family owned business after 40 years. We value the product we produce, our customers and our employees. Many of the people who are working for us have been with us for ten to twenty years and we know that without them, their knowledge, and work ethic we wouldn't be able to do the things that we do here at Driver Brothers. Most of our customers would also be considered long term. Some of them have been purchasing from us either from the time that Driver Brothers began or from the time they established their own business.

We offer many different types of plants from annuals to perennials - - poinsettias to mums with a wide range of varieties in between. (See our Master Plant Listing- Attachment A, but please note that this is the 2020 master availability. Our 2021 master will be ready in January). Our pot sizes are as follows: 1204/804 pack material, 4 inch pots (sold in 10 count trays), quarts (sold in either 10 or 15 count trays), 6 inch, 8 inch, gallons, 10 inch, and 12 inch hanging baskets.

All of the material produced at Driver Brothers is either seed sown on site or unrooted cuttings purchased from reputable companies including but not limited to BallFlora Plants, Dummen, Ecke, Florexp, Selecta, and Syngenta Flowers. We also purchase some rooted material from companies such as Aris Hort, Emerald Coast Growers, Greenleaf, and Plainview Growers. All of these companies have strict guidelines on producing and shipping product that is fungus and pest free so we begin with clean plant material and an assurance of not introducing outside pest into the greenhouse.

We spray all plant material in the mist beds with fungicide as a secondary measure of safety. Fungicides and pesticides are used on crops from plug germination or rooting to growing on to finish. We do not use any insecticides containing neonicotinoids as many of our customers have expressed an interest in the discontinuation of use of insecticides containing this chemical. We use plant growth regulators or PGRs as needed throughout a crop cycle on an as needed basis. (This is the agent that keeps plants from getting "Leggy")

We primarily use water soluble fertilizers that run through an injector system for feeding purposes. The fertilizer we use is produced by JR Peters Inc. Although they have many water soluble fertilizers we primarily use their Jack's Professional 25-5-15 High Performance formula. This formula is designed to give us the maximum amount of Nitrogen, Phosphorus and Potassium while still allowing a balance of macro secondary and micronutrients for optimal plant growth. We are transitioning to the use of a controlled release fertilizer or CRF in some of our longer season crops that are considered heavy feeders. We have used CRFs for a long time in

plants such as mums, asters, and ornamental cabbages and kales. We will be using CRFs more this coming season in some of our 6 inch, 8 inch, and hanging baskets as well as some other larger long season crops. Crops that one would not expect to find CFRs in would be Impatiens, Vinca, and New Guinea impatiens. These are examples of crops that are considered low feeders and can easily over grow or develop problems when salt levels are too high.

The soil that we use at Driver Brothers comes from the Premier Corporation. We use their Metro-Mix PX1 which is a professional growing mix. It contains pine bark, Canadian Sphagnum peat moss, composted peanut hulls, a starter nutrient charge (with Gypsum) and slow release nitrogen dolomitic limestone as well as their long-lasting wetting agent. It is guaranteed weed seed and fungus free. The only other soil we use at Driver Brothers is Pro Mix PGX Biofungicide. This particular mix is used to fill plug trays. Plug trays are what the seeds are sown into prior to being put in mist beds for germination. Pro Mix PGX Biofungicide consist of sphagnum peat moss, vermiculite, limestone, a wetting agent, and biofungicide. Biofungicide is a strain of bacteria that occurs naturally. This bacteria is called Bacillus subtilis and Bacillus Pumilus. This bacterium improves plant growth and is proven to fight detrimental organisms such as Fusarium, Pythium, and Rhizoctonia.

The plastic in which plants are potted is occasionally reused at Driver Brothers. We reuse plastic to help reduce our environmental footprint as well as the fact that it makes economic sense. Millions of pounds of plastic are sent to the landfills around the world each year from the greenhouse industry. As we all know plastic is one of the slowest items to degrade so if we can be more sustainable from an environmental standpoint then we will strive to do so by reusing plastic pots and trays. However all plastic before it is reused goes through a cleaning process to be sure it is clean of any plant pathogens. We do this by either dipping or spraying all plastic intended for reuse with a product called Green-Shield®. Green-Shield® is a biodegradable disinfectant and algaecide.

Warranties will not be offered by Driver Brothers on any plant material purchased. There is too much that can quickly go wrong with plants once purchased by consumers from simple issues arising from lack of water to roots not being handled properly in the planting process. We will however offer weekly support for the first four weeks after planting. Our main grower will be available once per week during that four week period to travel to JMU and help their growing team evaluate problem plants. They will instruct JMU's growing team on possible treatments for issues relating to insects, funguses and nutrient deficiencies. Many plant problems can be turned around with correct and timely treatment. Visits will be scheduled in advance by JMU with at least a 3 day lead period for our grower to schedule a trip.

Driver Brothers is opened Monday through Friday from 8:00-4:30 and Saturdays through the spring with a pre-approved time for pickup. Deliveries are not made on Saturdays. Walk-in wholesale pick up is by appointment only on specific days of the week. (Due to the current Covid-19 health concerns- we no longer allow anyone except staff into the facility).

Minimum for delivery is \$1000 dollars during the time period of March 15-June 15 and \$500 dollars during all other times of the year. When the minimum is met to warrant delivery then orders are batched together based on location as they are received and space is allocated on trucks in the same manner.

(the above information is in reference to section IV of RFP KLN-1091)

REQUEST FOR PROPOSAL
RFP# KLN-1091

Issue Date: 09/15/2020
Title: Shredded Mulch & Landscaping Plants
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 October 20th, 2020 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Krista Nealis, Buyer Specialist, Procurement Services, nealiskl@jmu.edu; 540-568-4160; (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:

**DRIVER BROTHERS
GREENHOUSE INC.**
27 NISWANDER RD
STAUNTON VA 24401

By: 
(Signature in Ink)

Name: Jenny Driver
(Please Print)

Date: 9-18-2020

Title: owner

Web Address: www.driverbrothers.com

Phone: 540 363 5331

Email: michele@driverbrothers.com

Fax #: 540 363 5332

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.

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 38 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 #
JMU	6 years	800 S Main St Harrisonburg VA 22807	LaVerno D. Harrel 540 568 6450
Southern States Cooperative	15 years	6606 West Broad St Richmond VA 23230	multiple stores/contacts
Meadows Farms	5 years	43054 John Masby Hwy Charlottesville VA 20152	Dave Slack 703 327 3940 ex 229
Farm Raiser	5 years	farmraiser.com	Lauren Smith 571-279-8873
Burke Garden Center	15+ years	9401 Burke Rd, Burke VA 22015	Fred 703 323 1188

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

Driver Brothers Inc, 27 Niswander Rd Staunton VA 24401

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Dover Brothers Inc Preparer Name: Michelle Marston

Date: 9/18/2020

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

If yes, certification number: 715677 Certification date: 6/24/15

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: 715677 Certification date: 8/26/19

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.**

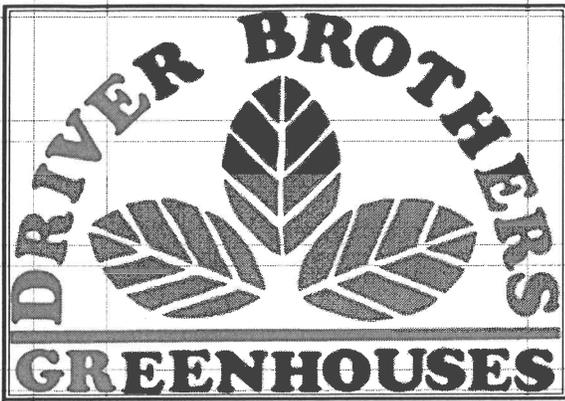
Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

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

VASCUPP Member Institution sales: 2020

JAMES MADISON UNIVERSITY: \$3,600



PRODUCT AVAILABILITY BY SEASON

Product

Date Available

Early Spring Annuals	3/15
Cool Season Vegetable	3/15 & 8/15
Pack annual- 12/04	mid April
Pack annual- 8/04	Late April
4.33" Annuals	mid April
Baskets	mid April- September
Vegetable	mid April
Patio Vegetable	Late April
Summer Annual 6"	5/15
Summer Annual 8"	6/15
Perennials	early March- Summer
Specialty	Late April
Mums	early August
Pansy, Ornamentals	early September
Christmas/Holiday	mid November
Foliage/House plant	all year

1204 804 4.33" 6"

ANNUALS-

PRICE: 804/1204 \$11.00; 4.33 \$14.00 10/tray; 6" \$14.70 6/tray

- * * * * IMPATIENS Imara XDR Mix
- * * * * IMPATIENS Imara XDR Orange Imp
- * * * * IMPATIENS Imara XDR Orange Star
- * * * * IMPATIENS Imara XDR Pink
- * * * * IMPATIENS Imara XDR Purple Imp
- * * * * IMPATIENS Imara XDR Red Imp
- * * * * IMPATIENS Imara XDR Red Star
- * * * * IMPATIENS Imara XDR Rose
- * * * * IMPATIENS Imara XDR Salmon Shades
- * * * * IMPATIENS Imara XDR White
- * * * * IMPATIENS Divine Cherry Red N.G.
- * * * * IMPATIENS Divine Lavender N.G.
- * * * * IMPATIENS Divine Orange N.G.
- * * * * IMPATIENS Divine Pink N.G.
- * * * * IMPATIENS Divine Violet N.G.
- * * * * IMPATIENS Divine White N.G.
- * * * * IMPATIENS Divine Mystic Mix N.G.
- * * * * LOBELIA Riviera Blue Eyes
- * * * * LOBELIA Riviera Midnight Blue
- * * * * LOBELIA Riviera Rose
- * * * * LOBELIA Springtime Blues Mix
- * * * * LOBELIA Riviera White
- * * * * MARIGOLD-dwarf african Taishan Orange
- * * * * MARIGOLD-dwarf african Taishan Yellow
- * * * * MARIGOLD-dwarf african Taishan Gold
- * * * * MARIGOLD-tall african Garden Joy Yellow
- * * * * MARIGOLD-tall african Moonsong Deep Orange (AAS Winner)
- * * * * MARIGOLD-tall african Marvel Yellow
- * * * * MARIGOLD-tall african Vanilla
- * * * * MARIGOLD- french Bonanza Bolero (AAS Winner)
- * * * * MARIGOLD- french Bonanza Harmony
- * * * * MARIGOLD- french Bonanza Deep Orange Imp.
- * * * * MARIGOLD- french Bonanza Yellow
- * * * * MARIGOLD- french Disco Golden Yellow
- * * * * MARIGOLD- french Disco Dainty Marietta
- * * * * MARIGOLD- french Disco Outback Mix
- * * * * MARIGOLD- french Disco Red
- * * * * MARIGOLD- french Durango Red
- * * * * MARIGOLD- french Durango Yellow
- * * * * MARIGOLD- french Safari Mix
- * * * * MARIGOLD- french Safari Queen (AAS Winner)
- * * * * MELAMPODIUM Millon Gold
- * * * * NASTURTIUM
- * * * * PENTA BeeBright Lipstick
- * * * * PENTA BeeBright Mix
- * * * * PENTA BeeBright Red
- * * * * PENTA BeeBright White
- * * * * PETUNIA Limbo Blue
- * * * * PETUNIA Limbo Blue Veined
- * * * * PETUNIA Limbo Mix
- * * * * PETUNIA Limbo Pink Morn
- * * * * PETUNIA Limbo Purple
- * * * * PETUNIA Limbo RED
- * * * * PETUNIA Limbo ROSE
- * * * * PETUNIA Limbo Salmon
- * * * * PETUNIA Limbo SKY BLUE
- * * * * PETUNIA Limbo WHITE
- * * * * PETUNIA Madness Yellow
- * * * * PETUNIA Espresso Frappe Rose
- * * * * PETUNIA Espresso Frappe Ruby
- * * * * PETUNIA Double Blue
- * * * * PETUNIA Double Burgandy
- * * * * PETUNIA Double Salmon
- * * * * PETUNIA Double Satin Pink
- * * * * PETUNIA Double Red and White
- * * * * PETUNIA Double Mix
- * * * * PETUNIA Easy Wave Blue
- * * * * PETUNIA Easy Wave Pink
- * * * * PETUNIA Easy Wave Rosy Dawn
- * * * * PETUNIA Easy Wave Velour Burgandy
- * * * * PETUNIA Easy Wave Violet
- * * * * PETUNIA Easy Wave White
- * * * * PHLOX Grammy Pink and White

1204 804 4.33" 6"

- * * * * PORTULACA Happy Trails Deep Red
- * * * * PORTULACA Happy Trails Fuschia
- * * * * PORTULACA Happy Trails Peppermint
- * * * * PORTULACA Happy Trails Rosita
- * * * * PORTULACA Happy Trails White
- * * * * PORTULACA Happy Trails Yellow
- * * * * PORTULACA Happy Trails Mix
- * * * * SALVIA splendens Early Bonfire
- * * * * SALVIA splendens Sizzler Burgandy
- * * * * SALVIA splendens Sizzler Mix
- * * * * SALVIA splendens Sizzler Purple
- * * * * SALVIA splendens Sizzler Red
- * * * * SALVIA splendens Sizzler Salmon
- * * * * SALVIA coccinea Hummingbird Coral
- * * * * SALVIA coccinea Hummingbird Forest Fire
- * * * * SALVIA coccinea Hummingbird Snow Nymph
- * * * * SALVIA coccinea Lady in Red (AAS Winner)
- * * * * SALVIA farinacea Victoria Blue
- * * * * SALVIA farinacea Evolution Violet
- * * * * SNAPDRAGON- Snapshot
- * * * * SNAPDRAGON Burgandy
- * * * * SNAPDRAGON Orange
- * * * * SNAPDRAGON Pink
- * * * * SNAPDRAGON Red
- * * * * SNAPDRAGON White
- * * * * SNAPDRAGON Yellow
- * * * * SNAPDRAGON Sunset
- * * * * SNAPDRAGON Autumn Mix
- * * * * SNAPDRAGON Merlot Mix
- * * * * SNAPDRAGON Rocket Mix
- * * * * SUNFLOWER Pacino Gold
- * * * * SUNFLOWER Pacino Cola
- * * * * SUNFLOWER Suntastic (AAS Winner)
- * * * * SUNFLOWER Miss Sunshine
- * * * * TORENIA Kauai Burgandy
- * * * * TORENIA Kauai Deep Blue
- * * * * TORENIA Kauai Lemon Drop
- * * * * TORENIA Kauai Mix
- * * * * TORENIA Kauai Rose
- * * * * TORENIA Kauai White Blush
- * * * * VERBENA Imagination (AAS Winner)
- * * * * VERBENA Quartz Merlot Mix
- * * * * VERBENA Quartz Waterfall Mix
- * * * * VINCA Jam & Jelly Blackberry
- * * * * VINCA Jam & Jelly American Pie
- * * * * VINCA Pacifica Apricot
- * * * * VINCA Pacifica Burgandy Halo (AAS)
- * * * * VINCA Pacifica Dark Red
- * * * * VINCA Pacifica Lilac
- * * * * VINCA Pacifica Mystic Mix
- * * * * VINCA Pacifica Polkadot
- * * * * VINCA Pacifica Punch
- * * * * VINCA Pacifica White
- * * * * VINE Morning Glory
- * * * * VINE Moonflower
- * * * * VINE Thunbergia
- * * * * ZINNIA Augustifolia Star Mix
- * * * * ZINNIA Lilliput
- * * * * ZINNIA Prof. Double Double Hot Cherry
- * * * * ZINNIA Prof. DoubleFire
- * * * * ZINNIA Prof. Double Deep Salmon
- * * * * ZINNIA Prof. Double Yellow
- * * * * ZINNIA Prof. Double White
- * * * * ZINNIA Prof. Red
- * * * * ZINNIA Dreamland Mix
- * * * * ZINNIA Zahara Lemonade
- * * * * ZINNIA Zahara Sunburst
- * * * * ZINNIA St. Fair

1204 804 4.33' 6"

ANNUALS

PRICE: 4.33' 10/tray \$22.00; 6.5' 6/tray \$14.70

- * SUNPATIENS Compact Hot Coral
- * SUNPATIENS Compact Lilac
- * SUNPATIENS Compact Orange
- * SUNPATIENS Compact Pink
- * SUNPATIENS Compact Purple
- * SUNPATIENS Compact Red
- * SUNPATIENS Compact Tropical Rose
- * SUNPATIENS Compact White
- * VERBENA Homestead Purple
- * VERBENA Endurascap
- * VERBENA Endurascap Red
- * VERBENA Endurascap White
- * VERBENA Endurascap Lavender
- * VERBENA Pops Dark Red
- * VERBENA Pops Pink + Red Eye
- * VERBENA Pops Salmon + Red Eye
- * VINCA VINE variegated
- * VINCA VINE Yellow

SPECIALTY ANNUALS

4.5' 6"

8" PRICE: 4.5' 10/tray \$25.00; 8" 7.95

- * CANNA Red Shades
- * CANNA Rose
- * CANNA Scarlet-Bronze Leaf
- * CANNA Yellow
- * CANNA Bronze Orange
- * CANNA South Pacific Scarlet
- * CALADIUM Aaron
- * CALADIUM Berries n' Burgandy
- * CALADIUM Bombshell
- * CALADIUM Burst My Bubble
- * CALADIUM Freckles
- * CALADIUM Miss Muffet
- * CALADIUM Moonlight
- * CALADIUM Party Punch
- * CALADIUM Pink Splash
- * CALADIUM White Cap
- * CALADIUM White Christmas
- PRICE: 8" 3.50/pot
- * RUDBECKIA Autumn Colors
- * RUDBECKIA Autumn Forest
- * RUDBECKIA Cherry Brandy
- * RUDBECKIA Cappuccino
- * RUDBECKIA Denver Daisy
- * RUDBECKIA Indian Summer
- * RUDBECKIA Irish Eyes
- * RUDBECKIA Cherokee Sunset (AAS Winner)
- PRICE: 8" \$6.50
- * HIBISCUS PERENNIAL Luna-Red
- * HIBISCUS PERENNIAL Luna-Pink Swirl
- * HIBISCUS PERENNIAL Luna-White
- PRICE: 8" \$15.00
- * HYDRANGEA mac Adula Pink
- * HYDRANGEA mac Green Lips
- * HYDRANGEA mac Sarena Blue
- * HYDRANGEA mac Vanilla Sky
- * HYDRANGEA Red Beauty

1204 804 4.33' 6"

ANNUALS

PRICE: 4.33' 10/tray \$26.00; 6.5' 6/tray \$17.70

- * ZONAL GERANIUM
- * Moonlight Coral
- * Moonlight Dark Red
- * Moonlight Light Salmon
- * Moonlight Pink
- * Moonlight Raspberry Blush
- * Moonlight Red
- * Moonlight White
- * Sunrise Bright Lilac
- * Sunrise Dark Red
- * Sunrise Pink + Big Eye 20
- * Sunrise Red
- * Sunrise Salmon
- * Sunrise Violet
- * Sunrise White
- * IVY GERANIUM
- * Royal Blue
- * Royal Bright Red
- * Royal Dark Red
- * Royal Dark Burgandy
- * Royal Pink
- * Royal Salmon
- * Royal Sweet Candy
- * Royal White

HANGING BASKET

10' 12"

PRICE: 10' 9.50; 12" \$10.50

- * FUSHIA- Bellinto Red + Blue
- * FUSHIA- Bellinto Red + White
- * GERANIUM (Zonal) Calliope Dark Pink
- * GERANIUM (Zonal) Calliope Dark Red
- * GERANIUM (Zonal) Calliope Red
- * GERANIUM (Zonal) Calliope Salmon
- * GERANIUM (Zonal) Calliope Violet
- * GERANIUM (Zonal) Calliope White
- * PORTULACA (trailing) Fuchsia
- * PORTULACA (trailing) Tangerine
- * PORTULACA (trailing) Red Flare
- * PORTULACA (trailing) Yellow
- * PORTULACA (trailing) Pink Glow
- * PORTULACA (trailing) Mix
- * CALIBRACHOA Caberet Good Night Kiss
- * CALIBRACHOA Caberet Golden Yellow
- * CALIBRACHOA Caberet Midnight Blue
- * CALIBRACHOA Caberet Orange
- * CALIBRACHOA Caberet Pink Star
- * CALIBRACHOA Caberet Rose
- * CALIBRACHOA Caberet Sky Blue
- * CALIBRACHOA Minifamous Neo Vampire
- * CALIBRACHOA Cherry Plum Tart
- * CALIBRACHOA Double the Heat Mix
- * CALIBRACHOA Laguna Beach Mix
- * CALIBRACHOA Old Glory Mix
- * CALIBRACHOA Sundance Mix
- * PETUNIA Headliner Blue
- * PETUNIA Headliner Dark Violet Picotee
- * PETUNIA Headliner Raspberry Star
- * PETUNIA ColorRush Watermelon Red
- * PETUNIA Night Sky
- * PETUNIA Starlet Salmon Red Vein
- * PETUNIA Starlet Pink Lemonade
- * MIX Nightfall
- * MIX Fashionista
- * MIX Prime Time
- * MIX Bloom of Allegiance
- * MIX Porch Patriot
- * MIX Who Knew Orleans
- * VINCA Trailing Mediterranean Red
- * VINCA Trailing Mediterranean Lipstick Mix
- * VINCA Trailing Mediterranean Strawberry

PERENNIALS

10/tray	15/tray	gal.	PRICE: QT 10/tray \$22.50; 15/tray \$33.75; GAL \$3.50	10/tray	15/tray	gal.
*	*	*	ACHILLEA Moon Dust	*	*	MENTHA Kentucky Colonel
*	*	*	ACHILLEA New Vintage Rose	*	*	MONARDA Balmy Lilac
*	*	*	ALCEA Summer Carnival	*	*	MONARDA Balmy Purple
*	*	*	AJUGA Chocolate Chip	*	*	MONARDA Balmy Rose
*	*	*	AJUGA Mahogany	*	*	MONARDA Jacob Cline
*	*	*	AQUILEGIA Origami	*	*	MONARDA Petite Delight
*	*	*	AQUILEGIA Winki Double Red/white	*	*	MYOSOTIS Mon Amie Blue
*	*	*	ARABIS Lotii Deep Rose	*	*	NEPTA Kitten Around
*	*	*	ARMERIA Ballerina Red	*	*	PACHYSANDRA
*	*	*	ARMERIA Ballerina Mix	*	*	PAPAVER Allegro
*	*	*	ARTEMISIA Silver Mound	*	*	PAPAVER Champagne Bubbles
*	*	*	ARTEMISIA French Tarragon	*	*	PENSTEMON Cherry Sparks
*	*	*	BELLIS Red	*	*	PENSTEMON Rock Candy Pink
*	*	*	BUDDLEA Buzz Hot Raspberry	*	*	PENSTEMON Peptalk Pink
*	*	*	BUDDLEA Buzz Midnight	*	*	PENSTEMON Peptalk Purple
*	*	*	BUDDLEA Buzz Magenta	*	*	PEROVSKIA Little Lace
*	*	*	BUDDLEA Buzz Velvet	*	*	ROSEMARY ARP
*	*	*	CAMPANULA Glomerata Genti Twisterbell	*	*	RUDBECKIA Goldstrum
*	*	*	CAMPANULA Glomerata Genti Blue	*	*	RUDBECKIA Cherry Brandy
*	*	*	CENTAUREA Amethyst Dream	*	*	SALVIA Black n Blue
*	*	*	CENTAUREA Lavender Mist	*	*	SALVIA Blue Marvel
*	*	*	CENTRANTHUS ruber Coccineus	*	*	SALVIA Radio Red
*	*	*	COREOPSIS Nana	*	*	SALVIA New Dimension Blue
*	*	*	COREOPSIS Sun Swirl	*	*	SALVIA New Dimension Rose
*	*	*	COREOPSIS SuperStar	*	*	SALVIA Merleau White
*	*	*	COREOPSIS Uptick Gold and Bronze	*	*	SEDUM Angelina
*	*	*	DELOSPERMA Cooperi	*	*	SEDUM Atlantis
*	*	*	DELOSPERMA Fire Spinner	*	*	SEDUM Autumn Fire
*	*	*	DELOSPERMA Jewel of Desert Garnet	*	*	SEDUM Autumn Joy
*	*	*	DELOSPERMA Jewel Of Desert Peridot	*	*	SEDUM Blue Spruce
*	*	*	DELOSPERMA Red Mountain Flame	*	*	SEDUM Lemon Ball
*	*	*	DELPHENIUM Dasante Blue	*	*	SEDUM Pink Bomb
*	*	*	DELPHENIUM Magic Fountain Mix	*	*	SEDUM Sexangulare
*	*	*	DIANTHUS Odessa Bling Bling	*	*	SEDUM Sunsparker Plum Dazzled
*	*	*	DIANTHUS Odessa Red	*	*	SEDUM Steel the Show
*	*	*	DIANTHUS Sunfor Allura	*	*	SEMPERVIVUM Carmen
*	*	*	DIANTHUS Sunfor Esta	*	*	SEMPERVIVUM Commander Hay
*	*	*	DIANTHUS Sunfor Lilac Charmy	*	*	SEMPERVIVUM Red Beauty
*	*	*	DIANTHUS Sunfor Sofia	*	*	SEMPERVIVUM Royal Ruby
*	*	*	DIANTHUS Kahori Scarlet	*	*	SEMPERVIVUM Ruby Heart
*	*	*	DIANTHUS Kahori	*	*	STACHYS Silver Carpet
*	*	*	ECHINACEA Cheyenne Spirit	*	*	STRAWBERRY Chandler
*	*	*	ECHINACEA Pow Wow Wild Berry	*	*	THYME Red Creeping
*	*	*	ECHINACEA Pow Wow White	*	*	THYME English
*	*	*	ECHINACEA Prairie Splendor	*	*	VERBENA Homestead Purple
*	*	*	EUPATORIUM Little Joe	*	*	VERBENA Toronto Rose
*	*	*	EUPHORBIA Ascot Rainbow			
*	*	*	EUPHORBIA Bonfire			
*	*	*	GALIUM Sweet Woodruff			
*	*	*	GAILLARDIA Fanfare Citronella			
*	*	*	GAILLARDIA Spintop Orange Halo			
*	*	*	GAILLARDIA Arizona Apricot			
*	*	*	GAILLARDIA Arizona Red			
*	*	*	GAILLARDIA Arizona Sun			
*	*	*	GRASS Jucus 'Twister'			
*	*	*	HEUCHERA Ruby Bells			
*	*	*	KNIPHOFEA Flamenco			
*	*	*	IBERIS Snow Station			
*	*	*	LAMIUM Orchid Frost			
*	*	*	LAVENDULA Elegance Pink			
*	*	*	LAVENDULA Elegance Purple			
*	*	*	LAVENDULA Provence			
*	*	*	LEUCANTHEMUM Sante			
*	*	*	LEUCANTHEMUM Spellbook Lumos			
*	*	*	LEUCANTHEMUM Real Charmer			
*	*	*	LITHODORA Grace Ward			
*	*	*	LYSMACHIA Creeping Jenny Green			
*	*	*	LOBELIA Fan Deep Burgandy			
*	*	*	LOBELIA Queen Victoria			
*	*	*	LUPINES Gallery Mix			

FOLIAGE

4.33" 6" bskt PRICE: 4.33" 10/try \$27.00; 6" \$4.00; Basket 10" \$11.00

- * AEONIUM 'KIWI'
- * ALOE Aloe Vera
- * ALOE Dwarf Hybrid
- * ALOE Pink Blush
- * ALOE Trailing
- * BIRDS NEST SNAKE PLANT
- * BEGONIA- REX Alba
- * BEGONIA- REX Bandit
- * BEGONIA- REX Benitochiba
- * BEGONIA- REX Christmas
- * BEGONIA- REX Fire Woman
- * BEGONIA- REX Iron Cross
- * BEGONIA- REX Plum Paisley
- * BEGONIA- REX Red Robin
- * BEGONIA- REX River Nile
- * BEGONIA- REX Wild Pony
- * COYTLE Bear Paws
- * CRASSULA Hobbit
- * CRASSULA Princess Pine
- * CRASSULA String of Buttons
- * CYPRESS BOULEVARD
- * DIFFENBACHIA
- * ECHEVERIA Black Prince
- * ECHEVERIA Blue Curls
- * ECHEVERIA Painted Lady
- * ECHEVERIA Shaviana Rosea

4.33" 6" bskt

- * FERN Bird's Nest
- * FERN Boston
- * FERN Bronze Venus
- * FERN Dragontail
- * FERN Emina
- * FERN Fluffy Ruffles
- * FERN Humata Tyermanii
- * FERN Rabbits Foot
- * GRAPTO Pretty n Pink
- * HATIOR Chicken Foot Cactus
- * Hawort Big Band Zebra
- * IVY Midget
- * IVY Needlepoint
- * IVY Shamrock
- * KALANCHOE 'Flap Jack'
- * KALANCHOE 'Synsepala'
- * OXALIS Ebony Allure
- * OXALIS Pink Pillow
- * OXALIS Shamrock Alba
- * PEPEROMIA Beetle
- * PEPEROMIA Red Ripple
- * SEDUM Auroa Blue
- * SEDUM Blue Pearl
- * SEDUM Clavatum
- * SEDUM Copper
- * SEDUM Jelly Bean Plant- Blue
- * SEDUM Pork n Beans
- * TIGERS JAW

ANNUALS

6.5" 8" 3Gal BSKT PRICE: 4.33" 10/try \$15.00; 6.5" 6/try \$13.00; 8" \$3.50; BSKT 12" \$10.50

- * MUMS
- * ASTER

4.33" 6.5" 8"

- * ORNAMENTAL CABBAGE/KALE

HOLIDAY/CHRISTMAS

6.5" 8" 10" BSKT PRICES SUBJECT TO CHANGE

- * POINSETTIA Red, White, Marble, Jingle Bell, Pink
- * CHRISTMAS CACTUS

Delivery Minimums-

Early Spring (2/15-3/31) \$350

Prime (4/1-5/30) \$1000

Summer (6/1-8/14) \$500

Fall (8/15-10/30) \$350

Holiday (11/15-12/31) \$500

Delivery Fees-

Charges for delivery will be reflected as a % of the invoice for orders over \$1000, or a minimum delivery fee, whichever is greater.

Any fees associated with toll roads/bridges will be added to the invoice as a "toll fee".

Zone #1- 5% or \$50

Zone #2- 6% or \$60

Zone #3- 7% or \$70

Fees will be capped at \$100.



Request for Proposal

RFP# KLN-1091

Shredded Mulch and(or) Landscaping Plants

September 15, 2020



REQUEST FOR PROPOSAL
RFP# KLN-1091

Issue Date: 09/15/2020
Title: Shredded Mulch & Landscaping Plants
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 October 20th, 2020 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Krista Nealis, Buyer Specialist, Procurement Services, nealiskl@jmu.edu; 540-568-4160; (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 # KLN-1091

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to provide shredded mulch, landscaping and planting materials, flowers (annuals & perennials), trees, bushes, seasonal plants, bulbs and nursery stock along with the equipment necessary for delivery of products for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia, that is part of the statewide system of public higher education in the Commonwealth. The university offers program on the bachelor's, master's, and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The university employs approximately 4,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

James Madison University has spent approximately \$350,000.00 in mulch purchases with our contracted vendors over the last 5 years. Additionally, the University has approximately \$600,000.00 through our Landscaping Plants contracts over the last five year period. The Contractor shall be responsible to deliver, upon request, the quantities and items specified on any agreed delivery dates. James Madison University reserves the right to increase or decrease the quantities as necessary.

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

A. Mulch

The Contractor shall furnish and deliver the specified product on "as needed" basis. Deliveries will begin approximately March 1st of each year.

1. General Specifications:

All mulch shall meet the following specifications:

- a. Double or Triple shredded hardwood bark mulch shall be made of 100% hardwoods containing a minimum of 65% oak.
- b. Double or Triple shredded brown dyed mulch of high quality and consistency.

- c. Product shall not contain large chunks, sawdust, germination, or growth-inhibiting factors.
- d. Product shall not be musty, moldy, caked, decayed or extremely dusty.
- e. Product shall be free of insects, pests, their eggs, and larvae.

James Madison University Facilities Management Landscape Superintendent reserves the right to:

- a. Inspect and approve product at Contractor's place of business and again upon delivery before acceptance of product.
- b. Accept no substitutions without prior approval.
- c. Coordinate all deliveries of quantity with Contractor.
- d. Designate delivery areas if necessary – only one delivery area is planned.

2. Deliveries:

- a. James Madison University will contact the contractor three (3) to five (5) days in advance for placement of quantities to be delivered.
- b. Deliveries shall be made to the James Madison University Landscape Department mulch compound. The Contractor will be advised at the time of request if other delivery locations apply.
- c. James Madison University Landscaping Department shall be notified 24 hours prior to delivery of any product so that personnel may be available to allow access to the compound and verify product received. Contact information will be provided upon award of contract.
- d. Delivery and unloading should be complete by 7:00 am because the delivery area is located in a parking lot. This area becomes very congested with vehicles after 7:00 am.
- e. Due to additional deliveries being required in the spring months of April and May, James Madison University will advise the contractor of the spring delivery schedule at least two (2) weeks prior when deliveries are to begin.
- f. Any applicable delivery costs shall be included in the unit price. No additional charges shall be allowed.

B. Landscaping Plants

1. This is a unique contract(s), where the University is unable to present a known quantity or requirement for delivery ahead of actually placing an order. All orders shall be on an as needed basis. Orders may be of a large and advanced nature for growing and delivery or may be smaller in nature for an immediate need based on hand selection by JMU Landscaping Staff (may be picked up or require delivery). Multiple contracted suppliers may be used for any given project, depending on the size, type and availability of plants required.
2. Planting beds are typically designed months in advance of planting using specific cultivars, sizes and colors of plants; therefore when specific large quantity orders are placed, no substitutions shall be made without prior approval from the Landscaping Department. *If vendor is located beyond the 60 mile radius; weekly to bi-weekly digital*

photos shall be provided to the Landscaping Department to show the progress and growth patterns of our plants. This process will be enforced!

3. For each quote requested, the vendor shall furnish a detailed list of cost for size and species or description along with any other related charges approved by this contract. Orders \$10,000 and over shall require an eVA Purchase Order **before** the supplier shall allow for any purchase or deliveries. Contracted vendors not abiding by this requirement may not have their contract renewed.
4. Describe a brief history of firm, list relevant experience, qualifications and success in providing plant material.
5. Describe all plant varieties available and specific season, if necessary.
6. Describe growing processes and materials to ensure high quality plants and usage of recycled dirt.
7. Describe any plant warranties offered. If additional changes are related to those warranties, the charges shall be identified in the pricing schedule.
8. Describe hours of operation and ability of JMU landscaping personnel to hand select stock plants for pick-up or delivery (as required).
9. Describe the minimum dollar amount required for delivery, if any.

ANY INFERIOR PLANTS DELIVERED TO JMU WILL BE REJECTED AND JMU SHALL NOT BE CHARGED OR ITEM SHALL BE PURCHASED AT VENDOR EXPENSE FROM ANOTHER SOURCE. JMU WILL NOT ACCEPT PLANTS THAT DO NOT MEET THE HIGHEST QUALITY STANDARDS AS GIVEN BELOW:

All potted and tray plants, trees, and shrubs, etc. shall have/be:

- Fresh, healthy plants that have been properly taken care of,
- Unless specified otherwise, ALL POTS ***shall have three plants per 5 ½” to 6”*** pot and shall be showing color blooms and/or buds,
- “Leggy” plants WILL NOT be accepted,
- Healthy, well-developed root systems,
- Grown under ideal growing conditions with proper light, water, fertilizer and relative humidity,
- **All plants shall be “hardened off”/“toughened up” at least two days prior to delivery so they will handle immediate exposure to the elements. This is a REQUIREMENT and shall be done prior to any requested delivery!**
- Blooming plants shall be showing color, uniform growth with high-quality blossoms and/or buds (unless otherwise specified in request for quote or pick-up selection), and free of yellow growth,
- Grown in premium quality planting mix,
- Delivered in an enclosed truck, or if this is not possible, so transported that the plants are not exposed to drying and whipping action of the wind. ***Plants shall be either shipped on racks or stacked “one high” to eliminate crushing of plants. If crushed plants***

arrive, they will be rejected immediately at no cost to the University.

- Free of any pests, including but not limited to whiteflies, snails/slugs, or mealy bugs. Presence of any pests may be cause for rejection.
- Free of fungus,
- Free of decaying/dying plants,
- All pots and trays shall be legibly marked or labeled with plant name.

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) copies** 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	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	15
5. Cost	<u>20</u>
	100

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

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-

based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it

may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

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

obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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.

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. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await

positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

- R. 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.
- S. CONTINUITY OF SERVICES:
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- T. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of 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; however, vendor enrollment for E-Payments has temporarily been suspended as we transition to a new bank. Once we are operational with our new bank, we will ask that our vendors and suppliers enroll in our bank's single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. 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.

Mulch:

Description	Unit Price
Double Shredded Hardwood Bark Mulch	\$ Per Cubic Yard
Triple Shredded Hardwood Bark Mulch	\$ Per Cubic Yard
Double Shredded Brown Dyed Mulch	\$ Per Cubic Yard
Triple Shredded Brown Dyed Mulch	\$ Per Cubic Yard
Other Mulch	\$
Delivery Charges	\$
Additional Fees	\$

Additional fees/charges not specified in contract pricing will not be accepted.

Landscaping Plants:

Pricing schedule should be attached as a separate document and broken down into three separate pricing lists: Delivery, Pick-up, and Delivery/Install. Each list should be broken down by types of plant material and discount based on quantity of product.

The resulting contract shall be a cooperative contract; Offerors providing plant materials and/or services to other Zones shall provide discount breakdown in sections allotted on pricing schedule.

Freight and delivery charges or fees shall be covered by discount; **additional fees/charges not specified in contract pricing will not be accepted.**

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>.

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 SBSDB 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)



September 15, 2020

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# KLN-1091**
Dated: **9/15/2020**
Commodity: **Mulch and (or) Landscaping Plants**
RFP Closing On: **October 20, 2020 @ 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

The Vendor is **NOT** required to submit a proposal for both mulch and landscaping plants. If a Vendor shall wish to submit a proposal for shredded mulch **AND / OR** landscaping plants, they may do so. This is a combined solicitation to be more beneficial for JMU contract management.

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

Sincerely,

Krista Nealis
Buyer Specialist
Phone: (540-568-4160)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax