



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6323

This contract entered into this 11th day of May 2022, by Mullen's Markings 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 May 16, 2022 through May 15, 2023 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal DKM-1150 dated April 1, 2022
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated April 18, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated May 11, 2022

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

CONTRACTOR: Mullen's Markings, Inc. PURCHASING AGENCY:
By: [Signature] By: [Signature]
(Travis Mullen) (Dylan Morris)
(Printed Name) (Printed Name)
Title: President Title: Buyer Senior

5/11/2022

1. Pricing for all items listed below:

Pricing Schedule

MOBILIZATIONS			
Line Item	Item Description	Qty.	Unit Price
5	Minimum Daily Paint Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 4,500.00
6	Minimum Daily Thermoplastic Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 7,500.00
7	Minimum Daily Mechanical Eradication Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 4,500.00
8	Minimum Daily Hydroblast Eradication Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 7,500.00
NEW OR RE-PAINT – VDOT TYPE A PAINT - WITH TYPE I BEADS - *SEE NOTES*			
Line Item	Item Description	Qty.	Unit Price
9	BLACK Out (NO BEADS)	S.F.	\$ 0.85
10	RED Curb (NO BEADS)	L.F.	\$ 1.75
11	Handicap Symbol with BLUE Box	E.A.	\$ 65.00
12	Single Line - 4" Width - White or Yellow Line	L.F.	\$ 0.48
13	Single Line - 6" Width - White or Yellow Line	L.F.	\$ 0.66
14	Single Line - 12" Width - White or Yellow Line	L.F.	\$ 2.35
15	Single Line - 24" Width - White or Yellow Line	L.F.	\$ 3.65
16	4" Letter/Number - White or Yellow	E.A.	\$ 6.00
17	8" Letter/Number - White or Yellow	E.A.	\$ 6.00
18	18" Letter/Number - White or Yellow	E.A.	\$ 35.00
19	24" Letter/Number - White or Yellow	E.A.	\$ 45.00
20	48" Letter/Number - White or Yellow	E.A.	\$ 90.00
21	8' Letter/Number - White or Yellow	E.A.	\$ 155.00
22	Speed Hump Chevron	E.A.	\$ 85.00
23	Federal Combination Arrow - White or Yellow	E.A.	\$ 90.00
24	Federal Thru Arrow - White or Yellow	E.A.	\$ 75.00
25	Federal Triple Arrow - White or Yellow	E.A.	\$ 180.00
26	Federal Turn Arrow - White or Yellow	E.A.	\$ 75.00
27	Electric Vehicle Symbol on GREEN Box	E.A.	\$ 125.00
28	4" Single Line - BLUE	L.F.	\$ 1.00
29	6" Single Line - BLUE	L.F.	\$ 1.00
30	8" Letter/Number - BLUE	E.A.	\$ 8.00

5/11/2022

31	4" Single Line - GREEN	L.F.	\$ 1.00
32	6" Single Line - GREEN	L.F.	\$ 1.00
33	8" Letter/Number - GREEN	E.A.	\$ 8.00
34	6" Single Line - RED	L.F.	\$ 1.00
35	8" Letter/Number - RED	E.A.	\$ 8.00
36	18" Letter/Number - RED	E.A.	\$ 50.00
ERADICATION OF EXISTING PAVEMENT MARKINGS			
Line Item	Item Description	Qty.	Unit Price
37	Eradicate Existing Linear Pavement Marking	L.F.	\$ 3.00
38	Eradicate Existing Non-Linear Pavement Marking	S.F.	\$ 12.00
58	Hydroblast Eradication	S.F.	\$ 10.00
TYPE B, CLASS I THERMOPLASTIC – UNLESS NOTED OTHERWISE			
Line Item	Item Description	Qty.	Unit Price
39	Thru Arrow - White	E.A.	\$ 250.00
40	Turn Arrow - White	E.A.	\$ 250.00
41	Double Turn Arrow Thru/LT or RT - White	E.A.	\$ 375.00
42	Single Line - 4" Width - White	L.F.	\$ 1.40
43	Single Line - 4" Width - Yellow	L.F.	\$ 1.40
44	Single Line - 6" Width - White	L.F.	\$ 2.00
45	Single Line - 6" Width - Yellow	L.F.	\$ 2.00
46	Single Line - 12" Width - White	L.F.	\$ 7.50
47	Single Line - 12" Width - Yellow	L.F.	\$ 7.50
48	Single Line - 24" Width - White	L.F.	\$ 15.00
49	Single Line - 24" Width - Yellow	L.F.	\$ 15.00
50	Speed Hump Chevron (2 EA)	E.A.	\$ 850.00
51	8' Character - White	E.A.	\$ 210.00
52	8' Pavement Message "ONLY" - White	E.A.	\$ 400.00
53	8' Pavement Message "STOP" - White	E.A.	\$ 400.00
54	8' Pavement Message "AHEAD" - White	E.A.	\$ 500.00
55	8' Pavement Message "SLOW" - White	E.A.	\$ 400.00
56	8' Pavement Message "YIELD" - White	E.A.	\$ 500.00
57	8' Pavement Message "SCHOOL" - White	E.A.	\$ 750.00

2. The University will issue a purchase order for each order based upon a quote provided by firm. No additional agreements, orders forms, or signatures shall be required.
3. The contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.
4. The Contractor has disclosed all potential fees. Additional charges will not be accepted.

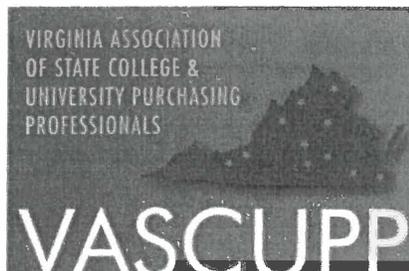


Request for Proposal

RFP# DKM-1150

Pavement Markings

April 1, 2022



REQUEST FOR PROPOSAL
RFP# DKM-1150

Issue Date: April 1, 2022
Title: Pavement Markings
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 April 20, 2022 for Furnishing The Services Described Herein.

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

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

All Inquiries for Information and Clarification Should Be Directed To: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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:

Mullen's Markings, Inc.

16177 Marathon Drive

Culpeper, VA 22701

By: 
(Signature in Ink)

Name: Travis Mullen
(Please Print)

Date: 04/18/2022

Title: President

Web Address: www.mullensmarkings.com

Phone: 540-829-7277, xt. 1502

Email: Travis.mullen@mmiva.com

Fax #: 540-829-7987

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.

RFP # DKM-1150

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I. PLAN & METHODOLOGY (STATEMENT OF NEEDS) (RFP Paragraph IV, Section B, Number 2 & Paragraph IV, Numbers 1 thru 10 and Special Requirements)

A. PERSONNEL TO BE ASSIGNED TO PROJECT: (RFP Paragraph V, Section B, Number 2 & Paragraph IV, Number 1)

1. Crew Leaders:

- a) All Crew Leaders employed by Mullen's Markings, Inc. are certified in the following: VDOT Pavement Marking Technician, VDOT Intermediate Work Zone Traffic Control, First Aid, Adult CPR & AED, and OSHA 30.
- b) All Assistant Crew Leaders are certified in the following: VDOT Pavement Marking Technician, VDOT Intermediate Work Zone Traffic Control, First Aid, Adult CPR & AED and, OSHA 10.

2. Laborers:

- a) All Laborers employed by Mullen's Markings, Inc. are certified in the following: First Aid, Adult CPR & AED, and OSHA 10, once they have been employed for one year.

B. FIELD VERIFICATION:(RFP Paragraph V, Section B, Number 2 & Paragraph IV, Number 2)

1. Mullen's Markings, Inc. shall verify all dimensions and measurements prior to submitting a Proposal. This will be accomplished through the review of plans, Google images and on-site visits.

C. DISTURBED AREAS: (RFP Paragraph V, Section B, Number 2 & Paragraph IV, Number 3)

1. Mullen's Markings, Inc. shall return all disturbed areas to like or better conditions whether they are graveled, paved, concrete or other.

D. TRAFFIC CONTROL: (RFP Paragraph V, Section B, Number 2 & Paragraph IV, Number 4)

1. Mullen's Markings, Inc. shall provide all necessary Traffic Control for the duration of proposed work. This will be accomplished with the use of construction signs, arrow boards, crash cushion trucks, lane closures and flaggers.

E. SCHEDULING: (RPF Paragraph V, Section B, Number 2 & Paragraph IV, Number 5)

1. Mullen's Markings, Inc. shall coordinate all work and scheduling through JMU's Scheduled Maintenance Manager, Engineering Office, Parking Services, Athletics or designee.

F. PROPOSALS: (RPF Paragraph V, Section B, Number 2 & Paragraph IV, Number 7)

1. Mullen's Markings, Inc. shall provide JMU with a cost Proposal including types of materials to be used per area for approval.

G. INSPECTIONS: (RFP Paragraph V, Section B, Number 2 & Paragraph IV, Number 8)

1. Mullen's Markings, Inc. shall promptly and permanently correct any work, at our sole expense, that is not in compliance with the contracts specifications and requirements discovered during inspections performed by JMU's appointed representatives.

H. PREPARATION: (RFP Paragraph V, Section B, Number 2 & Paragraph IV, Number 9)

1. Mullen's Markings, Inc. shall prepare the roadway pavement surface for our work, including removal of dust, dirt, loose paint and foreign matter, immediately prior to the installation of pavement marking material. Mullen's Markings, Inc. shall not apply paint during inclement weather or immediately thereafter when surface is such that a quality line cannot be obtained.

I. PLAN & METHODOLOGY (STATEMENT OF NEEDS) (RFP Paragraph IV, Section B, Number 2 & Paragraph IV, Numbers 1 thru 10 and Special Requirements)... CONTINUED

I. CONTACT INFORMATION: (RFP Paragraph V, Section B, Number 2 & Paragraph IV, Number 10)

1. ORDERING: Chad Elder
Position: Head Estimator
Office #: 540-829-7277, Extension 1504
E-Mail: chad.elder@mmiva.com
2. INVOICING: Amber Aliff
Position: Accounts Receivable
Office #: 540-829-7277, Extension 1503
E-Mail: AR@mmiva.com
3. CUSTOMER SERVICE / SCHEDULING: Larry Peterman
Position: Operations Manager
Office: 540-829-7277, Extension 1505
E-Mail: larry.peterman@mmiva.com
4. INSURANCE/CONTRACTS: Danielle Holden
Position: Contracts Administrator
Office #: 540-829-7277, Extension 1513
E-Mail: Danielle.holden@mmiva.com

J. SPECIAL REQUIREMENTS: (RFP Paragraph V, Section B, Number 2 & Paragraph IV, Section A, Numbers 1 & 2)

1. Mullen's Markings, Inc. is capable of performing scheduled pavement marking services during normal work hours, defined as 7:30 AM to 4:30 PM, Monday thru Friday, except in cases of emergency and additional pavement marking services which may be required on weekends and holidays.
2. In case of emergencies additional pavement marking services may be necessary for Mullen's Markings, Inc. to schedule work outside of normal work hours when contacted by JMU to coordinate such work.

K. ROADWAY AND PARKING LOT MARKING PLANS – ALL TYPES: (RFP Paragraph V, Section B, Number 2)

1. Work will be coordinated with customer to ensure the areas to be painted are clean and dry, and that all cars have been relocated prior to Mullen's Markings, Inc. arriving onsite.
2. When scheduling Mullen's Markings, Inc. will make sure that plans and/or scope of work has not been altered since bidding to ensure correct markings will be completed.
3. Upon arrival onsite Mullen's Markings, Inc. will protect work areas with cones and/or caution tape. If work will be done in roadways, then constructions signs, arrow boards, crash cushion trucks and lane closures will be set up as needed.
4. Layout of new markings:
 - a) If layout is required in parking lot, then chalk line will be used to establish new locations of

I. PLAN & METHODOLOGY (STATEMENT OF NEEDS) (RFP Paragraph IV, Section B, Number 2 & Paragraph IV, Numbers 1 thru 10 and Special Requirements)... CONTINUED

markings. The layout will be approved by the Customer before new markings are painted.

- b) If layout is required in a roadway, then spray paint and string will be used to establish new locations of markings. The layout will be approved by Customer before the new markings are painted.

L. TYPE A PAVEMENT MARKINGS: (RFP Paragraph V, Section B, Number 2)

1. All markings within a parking lot and/or roadway will be sprayed utilizing the down gun of our paint machines with cutoffs at starts and stops.
2. Glass beads, except those applied by hand (See Number 3 below), will be applied using gravity fed bead dispensers.
3. Any hand work such as handicap symbols, curb painting, numbers, directional arrows, etc. will be done using a hand gun operation. If beads are required for any of these markings, they will be applied by hand.
4. Type A Paint Application: (RFP Paragraph V, Section B, Number 2)
 - a) Type A Paint will be applied using a Graco 5900 or Graco 200 HS.
 - b) Each Machine is propelled by a motorized seat which is attached at the rear of the machine and are designed to hold a minimum of five (5) gallons of traffic paint.
 - c) Both types of machines are pump driven (airless) to ensure uniform, crisp lines.

M. TYPE B, CLASS I THERMOPLASTIC PAVEMENT MARKINGS: (RFP Paragraph V, Section B, Number 2)

1. All locations to have Type B, Class I applied will be scraped and blown prior to application.
2. All thermoplastic markings will be applied by an extrusion dye. This applies the material constantly at a desired mil thickness. All lines and directional arrows will be masked where necessary to create uniform edges, stops and starts.
3. Glass beads will be dispensed through a gravity fed bead dispenser.
4. All thermoplastic material will be applied at a temperature between 375° and 425° F to ensure correct bonding.
5. All intricate thermoplastic pavement markings such as small numbers and letters, handicap symbols, etc. must be preformed thermoplastic products. These will be applied with manufacturers recommended torch.
6. Type B, Class I thermoplastic application (RFP Paragraph V, Number 2)
 - a) Thermoplastic will be pre-melted using one of the following:
 1. Unit 1 – A LDI Dual 2,000lb melter for both white and yellow thermoplastic. This unit is mounted on a Ford F-750 Truck.
 2. Unit 2 – A Trantex Dual 1,500lb melter for both white and yellow thermoplastic. This unit is mounted on a trailer.
 3. Both pre-melting units are used to heat granulated material to the proper temperature prior to transferring the now liquid material into the applicators described in (b) below.
 - b) Once melted, the thermoplastic will be transferred to the applicator, a Trantex Handliner. The handliner is a “push” type machine that is heated by propane to ensure that the correct temperature is sustained during application. Dye sizes include four (4) inch, six (6) inch, eight (8) inch, twelve (12) inch and double four (4) inch.

I. PLAN & METHODOLOGY (STATEMENT OF NEEDS) (RFP Paragraph IV, Section B, Number 2 & Paragraph IV, Numbers 1 thru 10 and Special Requirements)... CONTINUED

N. EQUIPMENT (RFP Paragraph V, Section B, Number 2)

- 1. SEE ATTACHMENT F FOR COMPLETE EQUIPMENT LIST TO BE USED FOR WORK PERFORMED.**

II. ABOUT MULLEN'S MARKINGS, INC. (RFP Paragraph V, Section B, Number 3)

A. EXPERIENCE: (RFP Paragraph V, Section B, Number 3)

- 1. Mullen's Markings, Inc. was incorporated in October of 2003. We are a Class A Contractor in the State of Virginia (License #2705083759) and have been a registered Vendor with VDOT (Vendor #M965) for fifteen (15) years. Our management combined experience exceeds 150 years. We currently hold, or have held, maintenance contracts for the following localities in Virginia: City of Alexandria, Prince William County, Prince William County Public Schools, James Madison University and Northern Virginia Community College. We have also been contracted to perform several projects for Fairfax County, City of Fairfax and the City of Fredericksburg.**

B. PERSONNEL TO BE ASSIGNED TO PROJECT: (RFP Paragraph V, Section B, Number 3)

- 1. Calvin Cropp – Crew Leader:**
 - c) Calvin is specialized in Type A paint application and new layout striping. He has been a crew leader within the striping industry for ten (10) years. Calvin's quality of work exceeds the industry standard. Among his many skills and qualifications he currently holds certifications for VDOT Pavement Marking Technician, Intermediate Work Zone Traffic Control and OSHA 30.**
- 2. Jamell Hopkins – Crew Leader:**
 - a) Jamell is specialized in Type B, Class I thermoplastic application. He is a well-rounded pavement marking technician who in his twenty three (23) years in the industry has literally seen it all. He also holds certifications for VDOT Pavement Marking Technician, Intermediate Work Zone Traffic Control and OSHA 30.**

III. OFFEROR DATA SHEET: (RFP Paragraph V, Section B, Number 4)

- A. Offeror Data Sheet is included as ATTACHMENT A to this bid package proposal.**

IV. SMALL BUSINESS SUBCONTRACTING PLAN:(RFP Paragraph V, Section B, Number 5)

- A. Small Business Subcontracting Plan is included as ATTACHMENT B to this bid package proposal**

V. VASCUPP MEMBER INSTITUTION SALES: (RFP Paragraph V, Section B, Number 6)

A. JAMES MADISON UNIVERSITY CONTRACT # UCPJMU4845 (RFP Paragraph V, Section B, Number 6)

- 1. Mullen's Markings, Inc. is currently contracted with James Madison University to provide pavement marking services. This contract (with extensions) is set to expire May 16, 2022. We had a total of \$109,918.56 in sales in the last twelve (12) months.**

B. OTHER VASCUPP MEMBERS: (RFP Paragraph V, Section B, Number 6)

1. In the last twelve (12) months, Mullen's Markings, Inc. has not been contracted nor provided work thru Subcontractors for any other VASCUPP Members.

VI. PROPOSED COST (PRICING SCHEDULE): (RFP Paragraph V, Section B, Number 7)

- A. Pricing Schedule is included as **ATTACHEMENT C** to this bid package proposal.

VII. MISCELANEOUS: (RFP Paragraphs VI, VII & VIII)

- A. Mullen's Markings, Inc. hereby certifies that they will fully comply with all Requirements as set forth in the above listed paragraphs.

VIII. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Pricing Schedule

Attachment D: Standard Contract Sample

Attachment E: Zone Map

Attachment F: Equipment List

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 19 Months 6

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 #
City of Alexandria	2008 to present	3200 Colvin Street Alexandria, VA 22314	Richard Aslanian 703-746-4401
Northern Virginia Community College	2010 to present	3924 Pender Drive Fairfax, VA 22030	Yvonne Tharp 703-323-3305
Prince William County	2010 to present	5 County Complex Court Prince William, VA 22192	Henry Smith, Jr. 703-792-8494
Virginia Paving Company	2004 to present	14500 Avion Parkway, #200 Chantilly, VA 20151	Robert McKeever 540-379-2348
Falcon UHP, Inc.	2003 to present	44757 Cabin Road Chantilly, VA 20151	Larry Hamby 703-996-1726

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.
Mullen's Markings, Inc. – 16177 Marathon Drive, Culpeper, VA 22701

3. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
 YES NO
 IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Mullen's Markings, Inc. **Preparer Name:** Danielle Holden, Contracts Admin

Date: April 18, 2022

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

(RFP Paragraph V, Section B, Number 5)

Procurement Name and Number: RFP# DKL-1150 Pavement Markings
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract
 Date Form Completed 04/19/2022

Offeror / Proposer:
 Mullen's Markings, Inc.
 Firm

16177 Marathon Drive, Culpeper, VA 22701
 Address

Travis Mullen / 540-829-72
 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 IMU)
Falcon UHP, Inc. 44757 Cabin Road Chantilly, VA 20151	Larry Hamby 703-996-1726	665700	Hydroblasting	TBD	TBD

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C Pricing Schedule

(RPF Paragraph V, Section B, Number 7 & Paragraph IX, Page 17)

NOTE: ALL UNIT PRICES LISTED BELOW INCLUDE ANY AND ALL NECESSARY LABOR TO COMPLETE THE PROPOSED WORK.

Labor Rates for	Normal Working Hours	Emergency Working Hours (After Normal Working Hours or during holiday or weekends)
Supervisor	\$ 57.90 /hour (Item 1)	\$ 86.80 /hour (Item 3)
Laborer	\$ 31.00 /hour (Item 2)	\$ 46.60 /hour (Item 4)

LABOR RATES

Line Item	Item Description	Qty.	Unit Price
1	Labor Rates - Supervisor - Normal Working Hours	Hour	\$ 57.90
2	Labor Rates - Laborer - Normal Working Hours	Hour	\$ 31.00
3	Labor Rates - Supervisor - Emergency Working Hours	Hour	\$ 86.80
4	Labor Rates - Laborer - Emergency Working Hours	Hour	\$ 46.60

MOBILIZATIONS

Line Item	Item Description	Qty.	Unit Price
5	Minimum Daily Paint Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 4,500.00
6	Minimum Daily Thermoplastic Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 7,500.00
7	Minimum Daily Mechanical Eradication Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 4,500.00
8	Minimum Daily Hydroblast Eradication Mobilization to JMU Campus (Either Daily quantities completed will be billed or minimum mobilization, whichever is greater)	E.A.	\$ 7,500.00

NEW OR RE-PAINT – VDOT TYPE A PAINT - WITH TYPE I BEADS - *SEE NOTES*

Line Item	Item Description	Qty.	Unit Price
9	BLACK Out (NO BEADS)	S.F.	\$ 0.85
10	RED Curb (NO BEADS)	L.F.	\$ 1.75
11	Handicap Symbol with BLUE Box	E.A.	\$ 65.00
12	Single Line - 4" Width - White or Yellow Line	L.F.	\$ 0.48
13	Single Line - 6" Width - White or Yellow Line	L.F.	\$ 0.66
14	Single Line - 12" Width - White or Yellow Line	L.F.	\$ 2.35
15	Single Line - 24" Width - White or Yellow Line	L.F.	\$ 3.65
16	4" Letter/Number - White or Yellow	E.A.	\$ 6.00
17	8" Letter/Number - White or Yellow	E.A.	\$ 6.00
18	18" Letter/Number - White or Yellow	E.A.	\$ 35.00
19	24" Letter/Number - White or Yellow	E.A.	\$ 45.00
20	48" Letter/Number - White or Yellow	E.A.	\$ 90.00
21	8' Letter/Number - White or Yellow	E.A.	\$ 155.00
22	Speed Hump Chevron	E.A.	\$ 85.00
23	Federal Combination Arrow - White or Yellow	E.A.	\$ 90.00
24	Federal Thru Arrow - White or Yellow	E.A.	\$ 75.00
25	Federal Triple Arrow - White or Yellow	E.A.	\$ 180.00
26	Federal Turn Arrow - White or Yellow	E.A.	\$ 75.00
27	Electric Vehicle Symbol on GREEN Box	E.A.	\$ 125.00
28	4" Single Line - BLUE	L.F.	\$ 1.00

29	6" Single Line - BLUE	L.F.	\$ 1.00
30	8" Letter/Number - BLUE	E.A.	\$ 8.00
31	4" Single Line - GREEN	L.F.	\$ 1.00
32	6" Single Line - GREEN	L.F.	\$ 1.00
33	8" Letter/Number - GREEN	E.A.	\$ 8.00
34	6" Single Line - RED	L.F.	\$ 1.00
35	8" Letter/Number - RED	E.A.	\$ 8.00
36	18" Letter/Number - RED	E.A.	\$ 50.00

ERADICATION OF EXISTING PAVEMENT MARKINGS

Line Item	Item Description	Qty.	Unit Price
37	Eradicate Existing Linear Pavement Marking	L.F.	\$ 3.00
38	Eradicate Existing Non-Linear Pavement Marking	S.F.	\$ 12.00
58	Hydroblast Eradication	S.F.	\$ 10.00

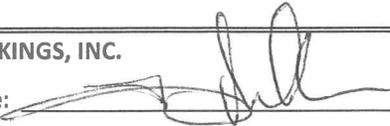
VDOT TYPE B, CL I THERMOPLASTIC – UNLESS NOTED OTHERWISE

Line Item	Item Description	Qty.	Unit Price
39	Thru Arrow - White	E.A.	\$ 250.00
40	Turn Arrow - White	E.A.	\$ 250.00
41	Double Turn Arrow Thru/LT or RT - White	E.A.	\$ 375.00
42	Single Line - 4" Width - White	L.F.	\$ 1.40
43	Single Line - 4" Width - Yellow	L.F.	\$ 1.40
44	Single Line - 6" Width - White	L.F.	\$ 2.00
45	Single Line - 6" Width - Yellow	L.F.	\$ 2.00
46	Single Line - 12" Width - White	L.F.	\$ 7.50
47	Single Line - 12" Width - Yellow	L.F.	\$ 7.50
48	Single Line - 24" Width - White	L.F.	\$ 15.00
49	Single Line - 24" Width - Yellow	L.F.	\$ 15.00
50	Speed Hump Chevron (2 EA)	E.A.	\$ 850.00
51	8' Character - White	E.A.	\$ 210.00
52	8' Pavement Message "ONLY" - White	E.A.	\$ 400.00
53	8' Pavement Message "STOP" - White	E.A.	\$ 400.00
54	8' Pavement Message "AHEAD" - White	E.A.	\$ 500.00
55	8' Pavement Message "SLOW" - White	E.A.	\$ 400.00
56	8' Pavement Message "YIELD" - White	E.A.	\$ 500.00
57	8' Pavement Message "SCHOOL" - White	E.A.	\$ 750.00

Notes:

- All workmanship is warranted for a one-year period, excluding markings on concrete.
- All quantities are subject to field verification.
- Minimum mobilization of \$4,500.00 per day per crew applies for paint, signs, or pressure washing, \$7,500.00 for thermoplastic. Quantities completed or minimum mobilization will be billed, whichever is greater.
- Traffic Control IS INCLUDED.
- Standard Certificate of Insurance (COI) will be issued for each contract. Endorsements must be provided prior to commencement of work. No changes to COI will be made once work has commenced.
- Current plans, drawings, and specifications, must be provided prior to scheduling. Any deviation from bid documents as denoted on proposal may require additional cost based on scope and mobilizations required.
- Bonding Rate is 1.125% of total and is excluded unless otherwise noted.
- *GREEN, RED, BLUE AND BLACK PAINTS ARE NOT VDOT COLORS. They are quoted as 1952-F Latex Traffic Paint. All other quoted Paint is VDOT Type A Paint.
- All personnel supplied will have required licenses and/or certifications required by law and/or VDOT, including the Virginia OSHA Standards.. Mullen's personnel is qualified and experienced in performing all the work specified in this proposal.

APPROVAL OF ATTACHMENT C BY MULLEN'S MARKINGS, INC.

Mullen's Markings, Inc. Authorized Representative: 

Date: 4/20/2022 Printed Name and Capacity: Travis Mullen, President

ATTACHMENT D



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)

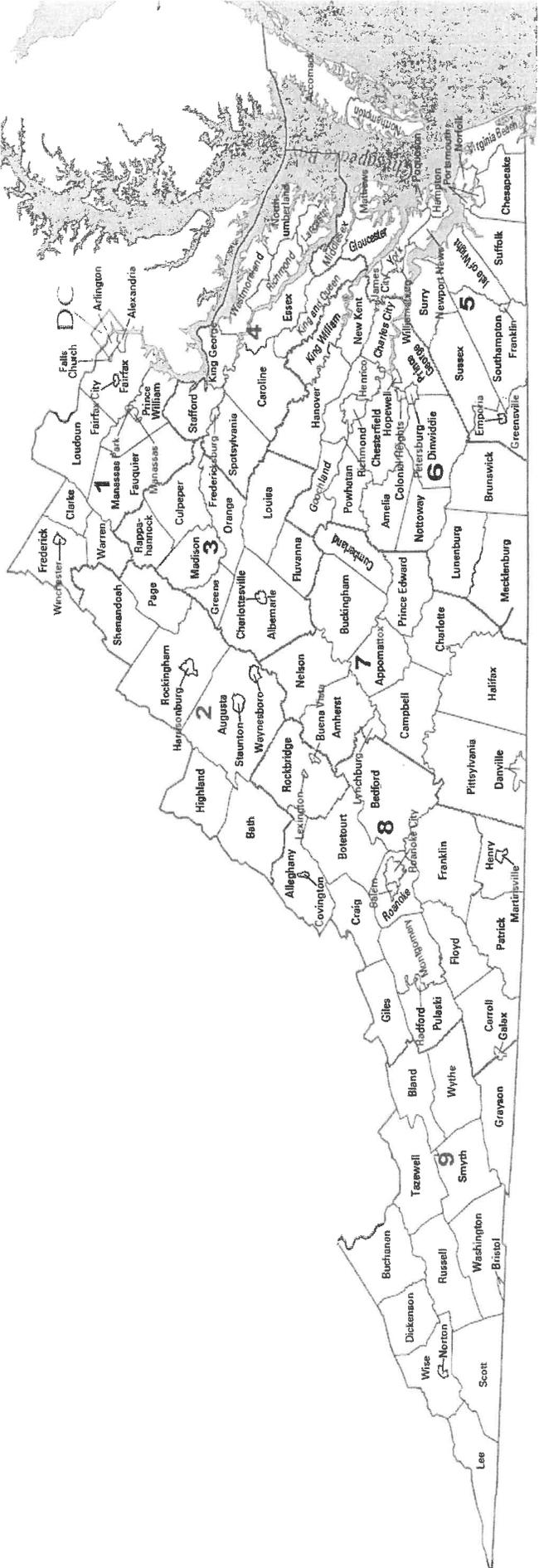
(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT E
Zone Map



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

List of member institutions by zones

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

ATTACHMENT F

EQUIPMENT LIST

Description	Serial # / VIN	Age (yrs) or Model Year
Trantex Premelters (x2) on ML009	411	2004
Trantex Handliners (x6)	K7945,K7947,K8921,K8927,K9956,K9957	6-14 Yrs
Dies for Handliners (x21)	n/a	1-14 yrs
Solar Powered Arrow Board	754110	2001
Kelly Creswell Heavy Duty Model C Paint Machine (x6)	8522, 3367, 8388, 8431, 8432, 8524	10-14 yrs
Graco 5900 Airless Paint Machine (x5)	BA0761/DO6A/03087001/BA1948/BA1949	5-12 yrs
Titan Speeflow Airless Paint Machine (x2)	330870006, 0517000168	2007
Graco Line Lazer IV Paint Machine (x3)	1 – unknown, BA2099, BA0012	4-10 yrs
Graco Line Drivers (x6)	none	6-10 yrs
Airless Airport Paint Striper	TMT639 10563	2007
Edco Grinder / Eradicator Model TLR7-11H & E-2-11H	1436, 1557	13-15 yrs
Hilti Core Drill DD-160E w/ Vacuum	207-480-07	2008
Partner Cut Saw	041000461 / 968-33-04-00	2008
Hilti Hammer Drill	TE 76P-330353	2010
Honda Generator EU 3000	E2GF-0129061	2008
Multiquip Generator 3600 GA-3.6H	5512341	2009
Honda Vacuum Model B25500HV	4112A929	2009
Trantex Grinder w/ 13.0 Honda	GXV390-576CM	2010
Infrared Heaters (x3)	none – made in shop	7-9 yrs
Misc. Traffic Control Signage	n/a	0-12 yrs
CT017: 2004 GMC Crash Cushion Truck	1GDJ7C1CO4F518554	2004
LT001 Genie Light Tower Model TML-4000	4ZJSL141491001519	2009
Smith SPS10 Surface Preparator Delux (x2)	30528 / 30591	2014 & 2015
MT015: 2015 F750 w/ ASE Thermo Melter's & Equipment (2x 2000 lb tanks)	3FRWW7FE6FV726744 (08106065C2 & 05106065C1)	2015
Truck Mounted Arrow Board: K&K Systems, Inc, Model AV254896 (MT015)	VMAB1001327	2015
WT182: F750 1000 gal Water Tanker	1FDXF7DC4KDF02575	2019
WB183: Granite Water Blaster Hog	1M2GR6AC2LM001322	2020
TT126b: Compressor for TT126		
TT126a: HOG Thermo Pump on TT126		
TT126: MRL Long Line Thermo Truck w/ Wanco WFBP8-LSA arrowboard	1M2AV04CXFM013104	2015
TT041e: Roper Gear Mono Pump yellow		2020
TT026a: Laser Green Paint Striper part of TT026		

TT026: MRL Long Line Thermo Truck w/ Wanco arrowboard T/S LED 4x8	1M2AV04C4DM010051	2013
SR102: Low Boy Dove Tail Trailer	1L9GA72A8XL033566	1999
SR101: Model 711TL 45 Ft Box Trailer	1GRAA9025JS006010	1987
SR099: 48 Flatbed	1UYFS2484YA383416	2000
RO040: F-750 Flat Bed Roll-Off 40	3FDXF75763MB00886	2003
PW601: FARLEY PRSR WSHR FARLEY PRSR WSHR HOT WATER MODEL SM		
PW600: Two Oaks/Dura Cast Two Oaks/Dura Cast 520055-M0301XX1		
PW105: Pressure Washer 3500 PSI	5UNUS1225HR000140	2017
PW003: Two Oaks 4000 psi Pressure Washer		
PU190: Sierra 3500 Crew Cab 4x4 Wanco 15 LED 30x50 arrowboard & Thieman TT-15 liftgate SN 188790	1GT49SEY4MF224750	2021
PU186: Silverado gas 2500 w/ Vermac 15 LED 30x50 arrowboard	2GC2KREG3K1228482	2020
PU185: Sierra 2500 Heavy Duty Crew Cab w/ Wanco WFBP5-LA-03 arrowboard & Thieman TT-15ET liftgate SN 188311	1GT49LEY0MF145789	2021
PU174: Canyon Crew Cab PU	1GTG6DEN1K1214436	2019
PU172: Canyon Crew Cab PU	1GTG6DEN1K1154495	2019
PU163: Sierra 2500 4 Door w/ Wanco 15 LED 30x50 arrowboard	1GT12REY6JF106145	2018
PU155: Sierra Crew Cab P/U	1GTV2MEC7JZ200347	2018
PU143: 2500 Silverado PU w/ Wanco WFB5-LSA arrowboard WFB5-LSA 100656 SN 32333 & Theiman TT-15 liftgate	1GC1KUE81FF521285	2015
PU140: Sierra 2500 w/ Wanco WFB5-LSA arrowboard SN 1219700/100656-001 & liftgate 156144	1GT12RE83GF120366	2016
PU129: Sierra Crew Cab Pick Up	1GTR1TEC2FZ348122	2015
PU119: 2500 Crew Cab Truck w/ arrowboard & liftgate	1GC1KVE86FF185588	2015
PU093: 2500 Crew Cab PU w/ Wanco WFB5-LSA 30x60 arrowboard 28	1GT12ZC80DF152500	2013
PU002: 2500 Ext Cab w/ lift gate 02	1GT22ZCG7DZ230829	2013
PT173: K370 Retro Long Line Paint Truck w/ Vermac VM-4815 arrowboard	3BKJHM7X4LF582252	2019
PT156: K370 Long Line Paint Truck w/ Vermac VM-4815 arrowboard	3BKJHM7X5JF581852	2018
PT142: Long Line Paint Truck non-CDL w/ Wanco WFBPA-LA arrowboard	5PVNV8JV9H4S56478	2017
PT134: K370 Long Line Paint Truck w/ Wanco WFBP8-LA arrowboard	3BKJHM7X5GF581214	2016
PT082: 2009 Mack MRU613 w/ MB 757P 3 color painting unit	1M2AV02C59M003667	2009
PT030d: PT030 compressor & misc overhaul		
PM565: LDI LDI Skid mount paint machine		
PM558: TITAN AIRLESS TITAN AIRLESS PowerLiner 4955		
PM557: TITAN AIRLESS TITAN AIRLESS PowerLiner 4955		

PM556: SPEEDFLO SPEEDFLO PowerLiner 6950		
PM555: SPEEDFLO SPEEDFLO PowerLiner 6950		
PM554: SPEEDFLO SPEEDFLO POWERLINER 9900 759-996		
PM553: SPEEDFLO SPEEDFLO POWERLINER 8900 759-893		
PM552: SPEEDFLO SPEEDFLO POWERLINER 6900 759-693		
PM551: SPEEDFLO SPEEDFLO POWERLINER 8900 759-993		
PM550: TITAN AIRLESS TITAN AIRLESS 759-601/Powerliner 6000		
PM549: TITAN AIRLESS TITAN AIRLESS 759-601/Powerliner 6000		
PM548: SPEEDFLO SPEEDFLO POWERLINER 6900 759-693		
PM547: TITAN AIRLESS TITAN AIRLESS 759-601/Powerliner 6000		
PM546: TITAN AIRLESS TITAN AIRLESS 759-601/Powerliner 6000		
PM545: TITAN AIRLESS TITAN AIRLESS 759-601/Powerliner 6000		
PM531: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM530: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM529: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM528: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM527: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM526: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM525: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM524: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM523: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM522: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM521: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM520: KELLY-CRESWELL KELLY-CRESWELL WALK BEHIND PAINTER MODEL C		
PM150: Kelly creswell striper		
PM092: Kelly creswell striper		
PL091: Freedom Box Trailer Parking Lot T21	542BE2026EB007719	2014
MT177a: Kettles - Truck MT177 from Inventory		
MT177: F650 Thermo HL Melter Truck w/ VerMac VM 4815 arrowboard SN 16-103199	1FDWX7DC2KDF02969	2019

MT148: F750 Thermo HL Melter Truck w/ VerMac VM-4815 arrowboard SN 16-067281	1FDWX7DEXGDA04401	2016
MT115: F750 Thermo HL Melter Truck w/ VerMac VM-48 Touch PF arrowboard SN 13-101308	3FRXX7FG1FV730574	2015
MT112: F750 Thermo HL Melter Truck w/ VerMac VM-4815L4 arrowboard	3FRWW7FC1BV393829	2011
MO150: F650 Cone/Sign MOT Truck w/ WancoWFBP8-LA arrowboard	1FDNF6DC8HDB01864	2017
MK038b: add arrowboard		
MB104: Prot Serv Mini Message Board	1103mm81	
MB064: Message board		
LT107: Coleman Light Tower RL4060D-4MH	DMF-00683	
LT097: Coleman mh400 portable light tower		
LO178a: Limntech Equipment on LO178		
LO178: F250 Super Duty Limntech Layout Truck	1FT7X2BT8KEE98242	2019
HL511: MRL MRL THERMO HANDLINER		
HL510: MRL MRL THERMO HANDLINER		
HL509: LDI/MB LDI/MB THERMO HANDLINER		
HL506: LDI/MB LDI/MB THERMO HANDLINER		
HL505: LDI/MB LDI/MB THERMO HANDLINER		
HL503: LDI/MB LDI/MB THERMO HANDLINER		
HL502: LDI/MB LDI/MB THERMO HANDLINER		
GU181a: 14HP Kohler Compressor on GU181		
GL211: EDCO GRINDER Edco Grinder TLR7-11H		
GL210: EDCO GRINDER Edco Grinder TLR7-11H		
GL207: EDCO GRINDER Edco Grinder TLR7-11H		
GL206: EDCO GRINDER Edco Grinder TLR7-11H		
GL205: EDCO GRINDER Edco Grinder TLR7-11H		
GL204: EDCO GRINDER Edco Grinder TLR7-11H		
GL203: EDCO GRINDER Edco Grinder TLR7-11H		
FB188: F450 Crew Cab Stake Body w/ Wanco 15 LED 30x50 arrowbaord & Tommy Gate VST92 liftgate SN 1000011638	1FD0W4GT9KEE79817	2019
FB187: F750 Crew Cab Stake Body w/ Vermac VM-4815 arrowboard SN 15-085541 & Theiman M-25 liftgate SN T-187695	1FDWF7DE3KDF13564	2019
FB160: F750 Crew Cab Stake Body w/ VerMac VM-4815 arrowbaord & Theiman WT40 liftgate SN 51967798	1FDWW7DX9HDB09114	2017
FB154: Sierra 3500 small Falt Bed no arrowboard/liftgate	1GD32VCY7JF172123	2018
FB149: F750 Crew Cab w/ VerMac VM-4815 Touch arrowboard & Theiman WT40 liftgate SN T15866	1FDWW7DE1HDB05282	2017
FB139: F750 Crew Cab Stake Body w/ Wanco WFBP8-LA arrowboard & Theiman WT40 liftgate SNT-152238	1FDWW7DCXGDA04383	2016
FB138: F750 Crew Cab Stake Body w/ Wanco WFB6-LA arrowboard & Theiman WT40 liftgate	1FDWW7DC7GDA05295	2016

FB130: F750 Stake Body w/ VerMac VM-4815 arrowboard SN 16-085535 & Theiman M-25 liftgate	3FRWF7FE3FV675252	2015
FB127: F750 Stake Body w/ VerMac VM-4815 arrowboard SN 13-101309 & Theiman M25 T151268 lift gate	3FRWF7FK0FV675246	2015
FB120: F550 Ext Cab Utility Service Truck	1FD0X5HT8FEA90206	2015
FB118: F550 Crew Cab Stake Body w/ lift gate WT20 30 T145869	1FD0W5GT2FEC18511	2015
FB109: F750 Flat Bed 55	3FDXF75R1YMA81852	2000
FB102: F450 Crew Cab Stake Body w/ Wanco WFB5-LSA 30x60 arrowboard & Theiman WT20 30 lift gate	1FD0W4GT4EEB58949	2014
FB092: F550 Utility Body Crew Cab Parking Lot 21	1FD0W5HT1EEB68536	2014
FB090: F750 Stake Body Supply Truck w/ Theiman WT-40 lift gate 11711 & Vermac VM-4815-L4 arrowboard SN11-041496 09	3FRNF7FC2BV381524	2011
FB087: 3500 Crew Cab DRW PU converted to FlatBed 1B	1GC4KZC87CF120171	2012
ET066: 2021 Air-Tow UT16-10 Trailer for MiniMacs	512DU21T1MW107793	2021
EQ096: 1014 Tand Axle 51	5DYAA19264C000319	2004
EQ095: Pine Hill Box Trailer 49	1B9D02022BL657017	2011
EQ084: 14 Mesh Channel Utility Trailer T101 or T19	3CVUL1420M2614437	2021
CT077: 2022 Mack MD6 TMA	1M2MDAAAXNS001800	2022
CT076: 2022 Mack MD6 TMA	1M2MDBAA4NS001913	2022
AT192: F750 Stake Body TMA w/ Wanco 15 LED arrowboard & Scorpion C TL-3 SN M03309	1FDWF7DE7NDF00367	2021
AT191: F750 Stake Body TMA w/ Wanco 15 LED arrowboard & Scorpion C TL-3 SN M03522	1FDWF7DE9NDF00368	2021
AT166: F650 Stake Body TMA w/ Wanco 15 LED arrowboard & Scorpion C TL-3 SN 12232	1FDNF6DC3JDF06763	2018
AT165: F650 Stake Body TMA w/ Wanco 15 LED arrowboard & Scorpion C TL-3 SN 12142	1FDNF6DC5JDF06764	2017
AT162: F650 Stake Body TMA w/ Wanco 15 LED arrowboard & Scorpion C TL-3 SN 11831	1FDNF6DC9HDB12775	2017
AT159: F650 Stake Body TMA w/ Trafcon 15 LED TE1 arrowboard SN TV1508174lsv11924 & Scorpion C TL-3 SN 10840	1FDNF6DC0HDB07173	2017
AT153: F650 Stake Body TMA w/ Trafcon 15 LED TE1 arrowboard SN TV1508174LSV11920 & Scorpion C TL-3 SN 10838	1FDNF6DC7HDB07767	2017
AT152: F650 Stake Body TMA w/ Trafcon 15 LED TE1 arrowboard SN TV1508174LSV11918 & Scorpion C TL-3 SN 10837	1FDNF6DC6HDB07176	2017
AT137: F650 Stake Body TMA w/ Trafcon 15 LED arrowboard & Scorpion 90 C-90 7157	1FDNF6DC8GDA06686	2016
AT136: F650 Stake Body TMA w/ Trafcon 15 LED arrowboard & Scorpion 90 C-90 9617	1FDNF6DC6GDA06685	2016
AT133: F750 Stake Body TMA w/ Trafcon 15 LED arrowboard SN TV1507164LSV10134 & Scorpion 90 C-90 9477	1FDWF7DC0HDB01139	2017
AT132: F650 Stake Body TMA w/ Trafcon 15 LED arrowboard SN MS1504164LSV9607 & Scorpion 90 C-90	1FDNF6DC4GDA06684	2016

9400		
AT131: F750 Stake Body TMA w/ Trafcon 15 LED arrowboard SN TV150716LSV10136 & Scorpion 90 C-90 8995	1FDNF6DC5GDA01753	2016
AT111: F750 Stake Body TMA w/ Trafcon 48x arrowboard SN TV1508144LXV7002 & Scorpion 90 C-90 9398	3FRNF7FC9FV675248	2015

DKM

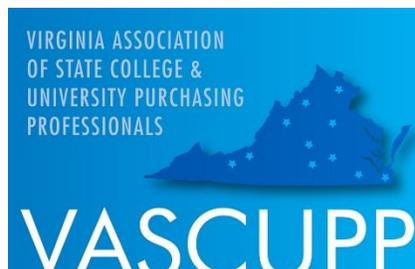


Request for Proposal

RFP# DKM-1150

Pavement Markings

April 1, 2022



REQUEST FOR PROPOSAL
RFP# DKM-1150

Issue Date: April 1, 2022
Title: Pavement Markings
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 April 20, 2022 for Furnishing The Services Described Herein.

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

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

All Inquiries for Information and Clarification Should Be Directed To: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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 # DKM-1150

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I. PURPOSE

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

II. BACKGROUND

James Madison University is a comprehensive university in Harrisonburg, Virginia, that is part of the statewide system of public higher education in the Commonwealth. JMU's current enrollment is approximately 22,000 full and part-time students. The university employs approximately 4,000 faculty and staff.

This project is part of ongoing efforts to increase the quality of life for students, guests, faculty, and staff of James Madison University.

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

Contractor shall provide all labor, materials, equipment, supervision, disposal and documentation for preparation of new and/or repainting of existing parking space lines, accessible markings, straight arrows, turn arrows, crosswalk hash marks, stenciling, crack filling, etc. All equipment, materials, and installation work shall comply with these specifications, the Virginia Department of Transportation (VDOT) Road and Bridge Specifications, the most current version of the Manual on Uniform Traffic Control Devices (MUTCD), Federal, State and local laws, ordinances, rules, regulation and codes including the Virginia OSHA Standards.

1. All personnel supplied shall have required licenses and/or certifications required by law and/or VDOT. Contractor's personnel shall be qualified and experienced in performing all the work specified in this solicitation.
2. Contractor shall field verify all dimensions and measurements prior to submitting a quote.
3. Contractor shall return all disturbed areas to like or better condition whether they are graveled, grass, paved, concrete or other.
4. Contractor shall be responsible for all traffic control.
5. Contractor shall coordinate all work and scheduling through JMU's Scheduled Maintenance Manager, Engineering Office, Parking and Transit Services, Athletics or designee.

6. JMU will provide a detailed list to the Contractor noting specifications, areas to be painted along with thermoplastic markings to be applied; directions will include a start and completion date.
7. Contractor shall provide JMU with a cost proposal, to include type of equipment and materials to be used per area for approval.
8. JMU's appointed representative will perform inspections during the work and a final inspection will be conducted after the work is complete. Any work that is not in compliance with the contract's specifications and requirements shall promptly and permanently be corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
9. Contractor shall be responsible for the complete preparation of the road way pavement surface for his work, including the removal of dust, dirt, loose paint and foreign matter, immediately prior to the installation of pavement marking material. The Contractor shall not apply paint during inclement weather or immediately thereafter when the pavement surface is such that a quality line cannot be obtained.
10. List all contact information for ordering, invoicing, and customer service.

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	20
2. Qualifications and experience of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<hr/> 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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 SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible

based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- R. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- T. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- U. **STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

The contractor shall provide pricing for all products and services included in this proposal.

Labor Rates for	Normal Working Hours	Emergency Working Hours (After Normal Working Hours or during holiday or weekends)
Supervisor	\$ /hour	\$ /hour
Laborer	\$ /hour	\$ /hour

Contractor shall provide a description of pavement markings to include unit pricing (LF or Each)

Description	Unit Price LF or EA

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

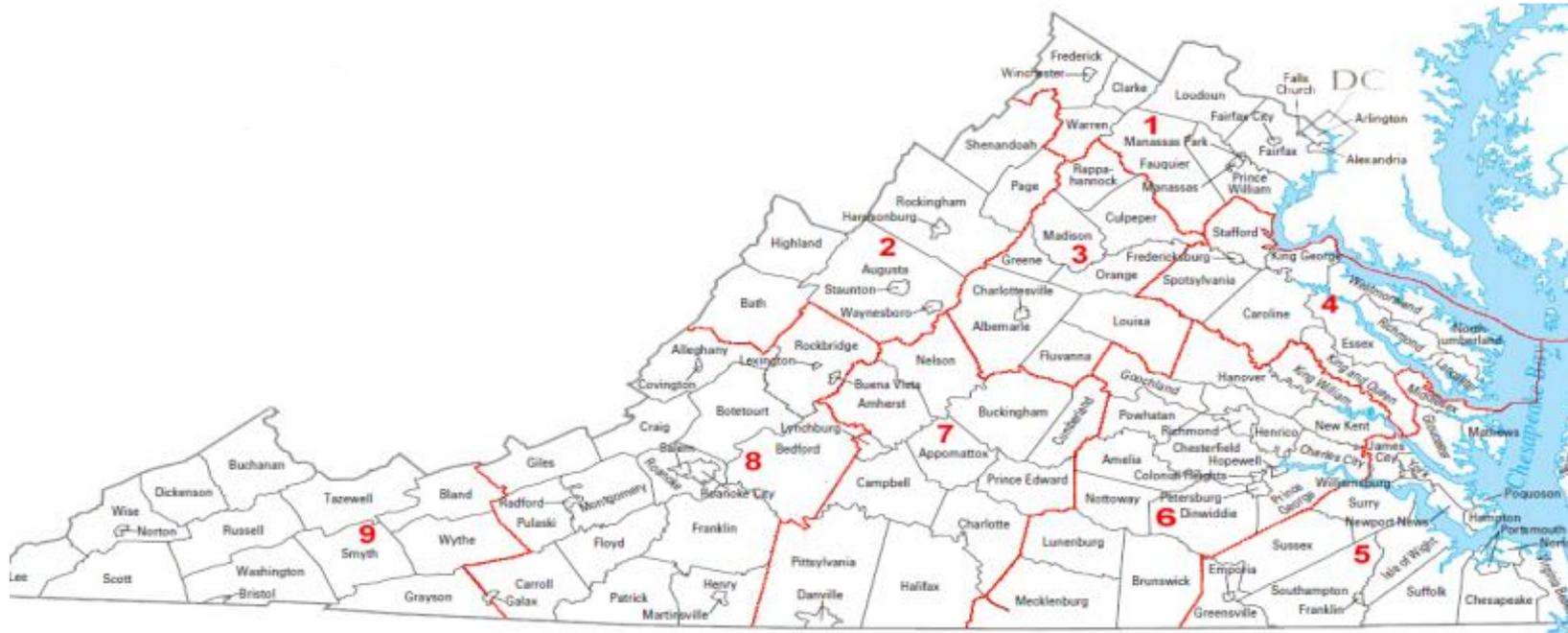
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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