



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU6514

This contract entered into this 13<sup>th</sup> day of January 2023, by E.A. Joseph Appraisal & Consultation, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From January 18, 2023 through January 17, 2024 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1167 dated November 8, 2022:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated December 6, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated January 13, 2023.

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

CONTRACTOR:

By:   
(Signature)

Eugene A. Joseph, Jr.  
(Printed Name)

Title: CEO

PURCHASING AGENCY:

By:   
(Signature)

Michael Morrison  
(Printed Name)

Title: Buyer Senior

## NEGOTIATION SUMMARY

**EA JOSEPH**

RFP# MPM-1167 REAL PROPERTY APPRAISAL SERVICES

1/13/2023

The Primary Point of Contact for this Contract is:

Eugene Joseph  
1-804-467-2517  
gene@eajoseph.com

### PRICING SCHEDULE:

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

Restricted Appraisal Reports:

- \$1,500.00 – \$2,500.00 (flat rate; dependent on complexity)

Appraisal Reports:

- \$2,500.00 - \$4,500.00 (flat rate; depended on complexity)

Review Services:

- \$350.00 (flat rate)

Other Fees		
<i>Charge Card Processing Fees:</i>	0	%

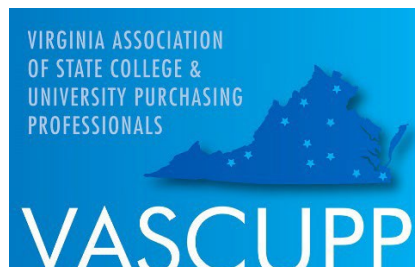


# Request for Proposal

## **RFP# MPM-1167**

**Real Property Appraisal Services**

**November 8, 2022**



**REQUEST FOR  
PROPOSAL  
RFP# MPM-1167**

**Issue Date:** November 8, 2022  
**Title:** Real Property Appraisal Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC  
5720 752 Ott Street, Wine Price  
Building First Floor, Suite 1023  
Harrisonburg, VA 22807

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

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

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** None

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

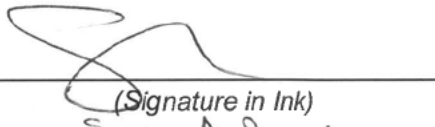
**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

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

Name and Address of Firm:

E A Joseph Appraisal & Consultation  
4612 W. Franklin St / PO Box 8225 Name:  
Richmond, VA 23226

By:

  
(Signature in Ink)  
Eugene A. Joseph

(Please Print)

Title: Proprietor

Web Address: None

Phone: 804.467.2517

Email: [Gene@eajoseph.com](mailto:Gene@eajoseph.com)

Fax #:

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 8 #2 8 #3 8 #4 8 #5 8 (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES  $\Rightarrow$  ☐ 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.

Rev. 1/12/21



#### IV STATEMENT OF NEEDS

James Madison University seeks to enter into a contract with multiple qualified real estate appraisers to provide residential and commercial property appraisal services on an as-needed basis. The successful offeror shall furnish all labor, travel, and incidentals necessary to perform the real estate appraisal services described herein.

##### A. Appraiser Qualifications

1. Appraisers, including review appraisers, shall be currently (at the time of appraisal) licensed by the Commonwealth of Virginia as Certified General Real Property Appraisers. Describe your firm's ability to meet this requirement.

I have completed all Continuing Education and comply with applicable laws and regulations in maintaining my Certified General status.

2. Appraisers, including review appraisers, shall have extensive experience in appraising (or reviewing, as the case may be) properties similar to that being appraised. Describe how your firm will ensure that this requirement is met.

I have been appraising and reviewing a vast array of property types for well over 25 years. I, Eugene A Joseph, will perform all reviews. Appraisal work will be assigned to the appraiser with the most experience of the property type. As a small business, I am intimately involved in each appraisal assignment.

3. Appraisers shall meet the competency provisions of the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Federation. Confirm your firm's ability to meet this requirement.

I confirm this.

4. Provide an organizational chart of your firm stating job titles, certifications, and designations held, education, responsibilities, location, and number of years' experience.

I am the owner and CEO. I have five (5) independent contractors with various levels of experience, education, and licensure. I have enclosed resumes for your consideration. Only James Lasher and I will be performing services on your behalf.

5. Specify the person that will be responsible for managing JMU's account with your firm.

Eugene A. Joseph, Jr. Proprietor

6. Describe your firm's knowledge and experience in the valuation of interests in real estate.

I have been appraising various property type interests including, fee simple, leased fee and leasehold interests as deemed applicable for well over 25 years. My contractors have a similar level of experience.

7. Describe your firm's knowledge and experience in providing testimony to opinion of value to the state and federal courts or other adjudication bodies on valuation issues.

I have given testimony on several occasions pertaining to tax appeal works on behalf of various attorneys that represent their client and have hired us for real property services.

##### B. Appraisal Services

1. Describe your firm's approach to customer service.

My approach is to listen and be available to my customers so I can better understand the nuance

and needs of a particular assignment. This facilitates us in properly scoping the work necessary for each assignment. I can be reached on my mobile phone which is provided to all my customers and my email address. I generally return emails the same day.

2. Describe any appraisal services that would be subcontracted under this contract.

The work would be completed by either myself or James Lasher.

3. The landowner or landowner's agent shall be afforded the opportunity to accompany the appraiser during the appraiser's inspection of the property. Describe your firm's ability to comply in this regard.

I generally reach out to the property contact within the first week of being commissioned to perform the work. I introduce myself, touch base on the property particulars and then follow up with an email outlining the items we will need to complete the assignment. I further ask their availability to meet at the property and follow up with an invite from Outlook to meet at an agreed upon time.

4. Describe the turnaround time for providing appraisal services under this contract.

Depending on the level of complexity, 30 days is typical.

5. All information regarding JMU's property appraisals under this contract shall be confidential. Describe how your firm will ensure that all appraisal services and JMU provided information under this contract shall remain strictly confidential.

Confidentiality is an integral part of USPAP, so we will maintain our usual techniques of discretion in maintaining compliance.

C. Appraisal Reports

1. All appraisals prepared for James Madison University shall conform to the guidelines provided in the Uniform Standards of Professional Appraisal Practice (USPAP), latest edition, promulgated by the [Appraisal Standards Board of the Appraisal Foundation](#).

2. Describe your firm's ability and experience in performing complete, review, and restricted appraisals.

We have performed hundreds of complete, review and restricted use reports in which concepts and adjustments are sufficient for the reader to understand.

3. Describe your firm's ability and experience in providing self-contained and summary appraisal reports.

I personally have over 25 years of experience of appraising a vast array of property types ranging from agricultural land to mega shopping centers and everything in between. As we primarily do community bank work, my appraisers are well adapted at performing appraisals on a vast array of commercial property types. Although USPAP no longer distinguishes between Self Contained and Summary reports, the concepts, adjustments, and methodologies employed are laid out so the reader can clearly understand, and the corresponding level of presentation and explanation is dictated by the level of complexity.

4. In all cases, the highest and best use determined by the appraiser shall be an economic use. Public uses, as well as any value adjustments attributable to the public nature of the purchaser, will not be accepted. Confirm your firm's understanding and agreement to comply with this requirement.

I confirm and understand.

D. Required Submissions

1. Provide three (3) examples of previous appraisal reports performed.

See herein

2. Provide an example of an invoice that would be sent to JMU for appraisal services. Demonstrate how line items will clearly show where charges were applied, specifying for which service.

See herein. Verification for my MAI, SRA and AI-GRS designations can be found at the appraisal institute website.

3. Provide proof of license and professional designations for each person that will provide appraisal services under this contract.

See attachments herein.

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Section V; Subset 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.

See Attachments herein

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.

Not Applicable

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).

None

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.  
Depending on the level of complexity, restricted appraisal reports generally cost between \$1,500 and \$2,500 dollars and appraisal reports generally cost between \$2,500 and \$4,500 with a standard 30 day turn time. Review services generally run \$350.00.

Invoices are billed on a Net 30 basis.

## 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 25+\_\_\_ Months\_\_\_ (my total time of employment in the field)

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 #
First Community Bank	25+ years	One Community Pl, PO Box 989, Bluefield, VA 24605	Christina Logan
Blue Ridge Bank	20+ years	100 S. Main St., Kilmarnock, VA 22482	Ivana Nichols
Virginia Community Capital	20+ years	7814 Carousel Lane, Suite 100, Rich., VA 23294	Ann Call
Touchstone Bank	10+ years	4300 Crossing Blvd., Prince George, VA 23875	Cheryl Phillips
Virginia National Bank	7+ years	404 Peoples Place, Charlottesville, VA 22911	Mary Sue Biskup

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

None

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

[ ] YES [ x ] NO

IF YES, EXPLAIN:

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON  
04-30-2023

NUMBER  
4001009492

REAL ESTATE APPRAISER BOARD  
CERTIFIED GENERAL REAL ESTATE APPRAISER



EUGENE ALBER JOSEPH JR  
4612 W FRANKLIN STREET  
RICHMOND, VA 23226



*Eugene Alber Joseph Jr.*  
Paul Brax-Vladimir, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

EXPIRES ON  
07-31-2024

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

NUMBER  
4001004451

## REAL ESTATE APPRAISER BOARD

### CERTIFIED GENERAL REAL ESTATE APPRAISER

JAMES L LASHER I  
3007 SUNSET AVENUE  
RICHMOND, VA 23221



*James L. Lasher I*  
James L. Lasher I, Appraiser

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



## Eugene A. Joseph, Jr. MAI, SRA, AI-GRS

PROPRIETOR & CEO  
Appraisal & Consultation Services



Gene@eajoseph.com

### EDUCATION AND QUALIFICATIONS

Virginia Commonwealth University, Richmond, VA

*Bachelor of Science degree in Business, Real Estate and Urban Land Development*

*Graduate Certificate of Real Estate and Urban Land Development*

### STATE CERTIFICATION

Virginia

### CONTACT DETAILS

MOB +1 804 467 2517

DIR [REDACTED]

FAX +1 888 977 3716

EAJoseph Appraisal & Consultation  
Richmond Office  
PO Box 8225  
Richmond, VA 23226

Eugene A. Joseph, Jr. MAI, SRA opened Joseph Appraisal & Consultation in January of 2015 in which Eugene is the owner and operator and is responsible for all phases of real property appraisal and consulting services. In October of 2014, MGMiller Valuations was acquired by Colliers International Valuation & Advisory Services in Richmond, VA. Eugene worked for MGMiller Valuations/ Colliers International since April of 1998 in which he was responsible for all phases of commercial and residential valuation in accordance with USPAP and FIRREA regulations. In 2012, Eugene was promoted to upper management of the commercial division in which his additional responsibilities included performing reviews, scoping and bidding assignments and mentoring members of his commercial team.

### EXPERIENCE

Owner and CEO of EAJoseph Appraisal & Consultation, Richmond, VA, January 2015- present

Senior Valuation Services Director, Colliers International Valuation & Advisory Services, Richmond, VA, October 2014- January 2015

Senior Valuation Appraiser and Director, MGMiller Valuations, Richmond, VA., 1998-2014

### PROFESSIONAL AFFILIATIONS AND ACCREDITATIONS

MAI, SRA, AI-GRS; Appraisal Institute

Member of National Council of Housing Marketing Analyst (NCHMA)

HUD Certified

### APPRAISAL INSTITUTE COURSES

IA1, Real Estate Principals

IA2, Basic Valuation Procedures

Course 510, Advanced Income Analysis

Course 520, Highest and Best Use and Market Analysis

Course 530, Advanced Sales Comparison and Cost Approaches

Course 540, Advanced Report Writing

Course 550, Advanced Applications

CE as needed

### OTHER RELATED COURSES

Real Estate Principals

Real Estate Law

Real Estate Finance

Real Property Management

Real Estate Appraisal

Real Estate Negotiation

Advanced Real Estate Appraisal

Advanced Valuation Analysis (Graduate Level)

Real Estate Investment Analysis (Graduate Level)

Commercial Mortgage Lending (Graduate Level)

Real Property Investment Law (Graduate Level)

Real Estate Development (Graduate Level)



Eugene is a commercial real estate appraiser in Richmond, Virginia, and services the entire state of Virginia and North Carolina. Eugene began appraising residential and commercial real estate in Washington, DC in February of 1996 with Maiden, Haase and Smith, LP and began appraising commercial real estate full time in April of 1998 with MGMiller Valuations. Eugene has been either the overall top producer, or among the top producers for each year of his employment at MGMiller Valuations. In January of 2015, Eugene opened his own appraisal company, EAJoseph Appraisal & Consultation Services, and is responsible for all phases of commercial real estate appraisal and consulting services in accordance with USPAP and FIRREA regulations.

The types of properties appraised include; land, multifamily, industrial, retail, mixed use, hospitality, office, and various other special use properties. other real estate services provided by Eugene include advice on eminent domain and condemnation property transactions, capitalization rate and market ratio studies, cost/benefit or investment analyses, dispute resolution for divorce, foreclosures, estate settlements, property partition suits, and zoning issues, expert witness testimony, feasibility studies, land utilization studies, market rent and trend studies, market studies, supply and demand analyses, tax assessment review/ advice.

Specialty Services Provided by the company include Historical property appraisals, Low-income housing and HUD rental comparability studies, Consulting and counseling, Litigation support, Market studies, Highest and best use studies

Gene completed his Bachelor of Science, Business in December 1994 where he majored in Real Estate and Urban Land Development at Virginia Commonwealth University (VCU); Richmond, Virginia. Gene graduated with honors – Cum Laude (GPA 3.49) and had a concentration GPA 3.68.

Gene also received a Graduate Certificate of Real Estate and Urban Land Development at Virginia Commonwealth University (VCU); Richmond, Virginia in 2004. Gene completed the Certificate with a 4.0 GPA.





# James L. Lasher Certified General Real Estate Appraiser

Independent Contractor  
Appraisal & Consultation Services



[James.L@eajoseph.com](mailto:James.L@eajoseph.com)

## EDUCATION AND QUALIFICATIONS

Lycoming College,  
Williamsport, PA  
*Bachelor of Arts degree  
in Accounting.*

## STATE CERTIFICATION

Virginia

## CONTACT DETAILS

MOB +1 804 564 3367

EJoseph Appraisal  
& Consultation  
Richmond Office  
PO Box 8225  
Richmond, VA 23226

James began his career in the appraisal profession in 1984 beginning in the public sector, working for several assessment offices including the Office of the Assessor, Richmond, VA where his assignment included the highest valued residential real estate in the City along Cary Street and Three Chopt Roads. James transitioned to private practice in 1991 working for P.E. Turner, one of the top appraisal groups in the Richmond area. After relocating to Nashville, TN, he joined NationsBank (now Bank of America) as an appraiser in the construction lending division. Upon returning to Richmond, James transitioned to commercial appraising, while working for MGMiller Valuations (acquired by Colliers International Valuation & Advisory Services) James utilized his IT knowledge while at MGMiller in the role of system administrator. His responsibilities included maintaining the computer network system, software and hardware support. In addition to appraising for lending purposes, James appraised and successfully challenged assessments before the Board of Equalization and Review, valued real estate for a large university for acquisition and expansion purposes, and appraised real estate for accountants and attorneys on valuations for estate resolution.

## EXPERIENCE

Independent Contractor, December 2013-present.

Commercial Real Estate Appraiser,  
MGMiller, Richmond, VA, April 1999 -  
November 2013.

Residential Appraiser, NationsBank,  
Nashville, TN.

Residential Appraiser, P.E. Turner,  
Richmond, VA.

Residential Appraiser, Office of the  
Assessor, Richmond, VA.

## APPRAISAL INSTITUTE COURSES

Course 510, Advanced Income Analysis

Course 520, Highest and Best Use and  
Market Analysis

Course 530, Advanced Sales Comparison  
and Cost Approaches

Course 540, Advanced Report Writing

Practical Regression Analysis

Separating Tangible and Intangible  
Property

## IAAO COURSES

Appraisal of Land

Computer Assisted Valuation Model  
Building

Cost Analysis

Fundamentals of Real Property Appraisal

Income Approach to Value

Industrial Property Appraisal

Mass Appraisal of Income Producing  
Properties

Site Analysis

James L. Lasher  
Certified General Real Estate Appraiser

### Licensing Information

Virginia - Certified General Real Estate Appraiser, 4001-004451  
*Continuously licensed since 1991 when licensing was first enacted.*

### Experience

With over thirty years of experience as a real estate appraiser, I offer a unique perspective to appraising real property. I have worked in both the public sector as an appraiser for three different jurisdictions, as well as in the private sector for lending institutions, attorneys, and CPA's. I possess a vast real estate knowledge having appraised various property types. In addition to successfully defending assessments before court appointed boards, I have also successfully represented property owners contesting their assessments. I am currently employed as an independent contractor providing appraisal services as well as a staff appraiser for a municipality.

Prior employers:

MGMiller Valuations, Richmond, VA  
NationsBank Residential Construction Group, Nashville, TN,  
P.E. Turner & Company, Richmond, VA  
The Assessor of Real Estate, Richmond Virginia  
Office of the Assessor, Warren, Pennsylvania

### Education

B.A. Accounting; with a concentration in Economics - Lycoming College, 1982.

*Successfully completed the following Appraisal courses offered by the following real estate appraisal organizations:*

### The Appraisal Institute (AI) Courses

Advanced Income Capitalization	Practical Regression
Advanced Market Analysis and Highest and Best Use	Separating Tangible and Intangible Personal Property
General Appraisal Report Writing	

### International Association of Assessing Officers (IAAO) Courses

Industrial Property Appraisal	Computer Assisted Assessment Systems
Mass Appraisal of Income Producing Properties	Fundamentals of Real Property Appraisal
Income Approach to Value	Cost Analysis
Appraisal of Land	The Market Approach to Value
Residential Computer Assisted Valuation Model Building	Site Analysis
	Introduction and Fundamentals of Appraising

I have attended various courses and seminars offered by The Appraisal Institute, the International Association of Assessing Officers, The Society of Real Estate Appraisers, Virginia Association of Assessing Officers, and The Assessors Association of Pennsylvania.

## E A Joseph Appraisal & Consultation

PO BOX 8225  
Richmond, VA 23226 US  
gene@eajoseph.com



## INVOICE

### BILL TO

New Horizon Bank, National Association  
2442 New Dorset Cir  
Powhatan, VA 23139  
United States

INVOICE C2208015  
DATE 10/03/2022  
TERMS Net 30  
DUE DATE 11/02/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
10/03/2022	Appraisal	Franklin St	1	3,750.00	3,750.00

EAJ File No C2208015

BALANCE DUE

**\$3,750.00**

Thank you for your business!

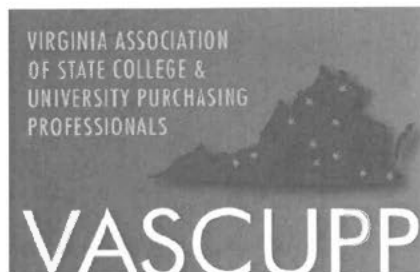


# Request for Proposal

## **RFP# MPM-1167**

**Real Property Appraisal Services**

**November 8, 2022**



# REQUEST FOR PROPOSAL

## RFP# MPM-1167

**Issue Date:** November 8, 2022  
**Title:** Real Property Appraisal Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

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

**MANDATORY/ OPTIONAL PRE-PROPOSAL:** None

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

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, [morrismp@jmu.edu](mailto:morrismp@jmu.edu); 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

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

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

Name: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_

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

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ***REQUEST FOR PROPOSAL***

***RFP # MPM-1167***

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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 real property appraisal 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 four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

"James Madison University Delegated Authority Capital Projects and Lease Activities" (the "manual"), as structured upon Commonwealth of Virginia Division Real Estate Services Real Property Management Manual, provides the policies and procedures for acquiring real property. Administration of the manual and review and recommendation for approval of the acquisition of real property as set forth in the manual, is performed by the Real Property and Space Management office 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**

James Madison University seeks to enter into a contract with multiple qualified real estate appraisers to provide residential and commercial property appraisal services on an as-needed basis. The successful offeror shall furnish all labor, travel, and incidentals necessary to perform the real estate appraisal services described herein.

### **A. Appraiser Qualifications**

1. Appraisers, including review appraisers, shall be currently (at the time of appraisal) licensed by the Commonwealth of Virginia as Certified General Real Property Appraisers. Describe your firm's ability to meet this requirement.
2. Appraisers, including review appraisers, shall have extensive experience in appraising (or reviewing, as the case may be) properties similar to that being appraised. Describe how your firm will ensure that this requirement is met.
3. Appraisers shall meet the competency provisions of the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Federation. Confirm your firm's ability to meet this requirement.



4. Provide an organizational chart of your firm stating job titles, certifications, and designations held, education, responsibilities, location, and number of years' experience.
5. Specify the person that will be responsible for managing JMU's account with your firm.
6. Describe your firm's knowledge and experience in the valuation of interests in real estate.
7. Describe your firm's knowledge and experience in providing testimony to opinion of value to the state and federal courts or other adjudication bodies on valuation issues.

B. Appraisal Services

1. Describe your firm's approach to customer service.
2. Describe any appraisal services that would be subcontracted under this contract.
3. The landowner or landowner's agent shall be afforded the opportunity to accompany the appraiser during the appraiser's inspection of the property. Describe your firm's ability to comply in this regard.
4. Describe the turnaround time for providing appraisal services under this contract.
5. All information regarding JMU's property appraisals under this contract shall be confidential. Describe how your firm will ensure that all appraisal services and JMU provided information under this contract shall remain strictly confidential.

C. Appraisal Reports

1. All appraisals prepared for James Madison University shall conform to the guidelines provided in the Uniform Standards of Professional Appraisal Practice (USPAP), latest edition, promulgated by the Appraisal Standards Board of the Appraisal Foundation.
2. Describe your firm's ability and experience in performing complete, review, and restricted appraisals.
3. Describe your firm's ability and experience in providing self-contained and summary appraisal reports.
4. In all cases, the highest and best use determined by the appraiser shall be an economic use. Public uses, as well as any value adjustments attributable to the public nature of the purchaser, will not be accepted. Confirm your firm's understanding and agreement to comply with this requirement.

D. Required Submissions

1. Provide three (3) examples of previous appraisal reports performed.
2. Provide an example of an invoice that would be sent to JMU for appraisal services. Demonstrate how line items will clearly show where charges were applied, specifying for which service.

3. Provide proof of license and professional designations for each person that will provide appraisal services under this contract.

## 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 two (2) 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’s proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding

and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

**B. SPECIFIC PROPOSAL INSTRUCTIONS**

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

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

## **VI. EVALUATION AND AWARD CRITERIA**

### **A. EVALUATION CRITERIA**

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

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

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

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

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

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

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

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

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

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

2. To Subcontractors:

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

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

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

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

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

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

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the



right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## 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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-



certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly



introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. 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 the requirements of the contract.
- S. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- T. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

## **IX. METHOD OF PAYMENT**

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

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

## **X. PRICING SCHEDULE**

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

## **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 #
--------	-------------------	---------	---------------------------


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

#### Zone 1

George Mason University (Fairfax)

#### Zone 4

University of Mary Washington (Fredericksburg)

#### Zone 7

Longwood University (Farmville)

#### Zone 3

University of Virginia (Charlottesville)

#### Zone 6

Virginia Commonwealth University (Richmond)

#### Zone 9

University of Virginia - Wise (Wise)

#### Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

#### Zone 2

James Madison University (Harrisonburg)

#### Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)