



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6664

This contract entered into this **7th** day of **July 2023**, by **National Bus Sales**, 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 **July 10, 2023** through **July 9, 2024** with **four (4) one-year renewal options**.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal **RFP ADL-1178** dated **March 24, 2023**
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. **One April 3, 2023**
- (3) The Contractor's Proposal dated **April 20, 2023** and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated **July 3, 2023**
 - (b) PAC Agreement, dated **July 7, 2023**

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

CONTRACTOR:

By: Mike Curtis
(Signature)

Mike Curtis
(Printed Name)

Title: General Manager

PURCHASING AGENCY:

By: Aaron Largent
(Signature)

Aaron Largent
(Printed Name)

Title: Buyer Senior



RFP # ADL-1178, Motorcoach Buses
Negotiation Summary for National Bus Sales, Inc.
7/3/2023

1. Contact information for National Bus Sales Inc:

Mike Curtis – General Manager

Phone – (800)475-1439 ext. 319

Email – mike@nationalbus.com

2. Pricing Schedule

- a. Due to orders having a high degree of customization, order's will be priced individually based on features requested.
- b. The Contractor shall furnish itemized best value quotes upon request. Said quotes shall include pricing for any additional options that have been added. See exhibit A.
- c. Contractor shall furnish quotes for trade-in value on motorcoach buses owned by purchaser.
- d. National Bus shall provide an \$3,000.00 per coach discount for purchase of multiple coaches on the same purchase order.

3. Pricing is set and no additional costs will be billed to University except that which is specified.

4. Contractor shall pass on exact freight, installation, fuel charges to the Purchasing Agency as applicable.

5. All deliveries shall be made to the Purchasing Agency FOB Destination.

6. All subsequent contract renewals shall be initiated and processed solely by James Madison University for the duration of the contract. Additional documents requiring signature by the University will not be accepted.

7. The Purchasing Agency will issue a purchase order for goods and services based upon an approved quote provided by Contractor. The Purchasing Agency will not be required to sign and return proposals/quotes.



8. Any and all repair costs shall be negotiated in good faith and bargaining between Purchasing Agency and Contractor.

Exhibit A.

Description	Unit Price or % Discount	Additional Volume Based Discount
Motorcoach: 2024 Ultra Coachliner DXL	\$417,833	Less \$3,000 ea for multiple
Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs: _____ _____	\$	
Trade-In Estimate 2012 MCI J4500 #066246	\$70,000	

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 7th day of **July, 2023**, is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and **National Bus Sales.**, ("Vendor").

TERM

The initial term of this Agreement is from **July 10, 2023** to **July 9, 2024** with **4 one-year renewal options**, and an expected final expiration of **July 9, 2028**. This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, **UCPJMU6664**, dated **July 7, 2023** (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be limited to \$10,000 annual cap per accessing institution. The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor's logo on the Consortium website
- III. Payment:
 - A. Payment of PAC Annual Fee will arrive at the University no later than **July 9** of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

Mike Curtis
National Bus Sales
8649 S. Regency Drive
Tulsa, OK 74131
Email: mike@nationalbus.com
Fax: 918-224-1092

ACCEPTANCE

For James Madison University

For National Bus Sales



Aaron Largent
Buyer Senior

7/12/2023
Date



Mike Curtis
General Manager

7/11/2023
Date

Agreement #: UCPJMU6664-PAC

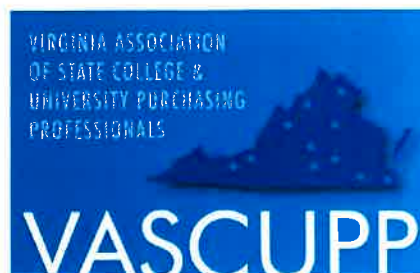


Request for Proposal

RFP# ADL-1178

Motorcoach Buses

March 24, 2023



REQUEST FOR PROPOSAL

RFP# ADL-1178

Issue Date: March 24, 2023
Title: Motorcoach Buses
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ot. Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on April 11, 2023 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Aaron Largent, Buyer Senior, Procurement Services, Largenad@jmu.edu; 540-568-4160; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

National Bus Sales
8649 S. Regency Drive
Tulsa, OK 74131

By:

Mike Curtis
(Signature in Ink)

Name:

Mike Curtis
(Please Print)

Date:

3/28/2023

Title:

General Manager

Web Address:

www.nationalbus.com

Phone:

800-475-1439 ext 319

Email:

mike@nationalbus.com

Fax #:

918-224-1092

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 MC #2 _____ #3 _____ #4 _____ #5 _____ (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.



PROPOSAL

James Madison University

April 24, 2023

RFP #ADL-2278

We propose the following:

One (1) each Ultra Coachliner DXL front-engine motorcoach with the following specifications:

1. 54 passengers seats with high-back reclining seats with dual armrests, tray tables and 3 pt belts.
2. Overhead parcel racks with individually ducted air vents, speakers and reading lights. The racks have 97 cu ft of space.
3. 110 volt/USB outlets for every seat
4. Flush lavatory
5. Plug-style entrance door
6. Frameless flush-mounted, tinted windows
7. Window shades
8. Cummins 9L diesel engine providing approximately 8 mpg fuel economy
9. Allison 3000 HT automatic transmission
10. Air-ride driver's seat
11. Power/heated standard mirrors
12. Cruise control with high idle function
13. Tilt/Telescoping steering wheel
14. REI AM/FM/CD/DVD/PA with six monitors
15. Climate control system with separate controls for driver area
16. Aluminum alloy wheels
17. Underbody luggage bays with locks between the axles on both sides and a pass-through bay behind the rear axle. Luggage bays total 457 cu ft of space.
18. Two roof escape hatches with exhaust fans
19. Six push-out emergency escape windows
20. Front and rear air bag suspension system with motion control

21. High-strength steel caging
22. Duraguard Plus flooring underlayment which is fire/mold/mildew resistant
23. Ceramic coating on all windows
24. The driver area has everything laid out ergonomically for ease of use. There are two places for driver storage plus a dual USB outlet. Ultimate driver seat adjustability plus steering wheel adjustment, cup holder, stereo and PA are in close range.
25. Two axle chassis due to power train location and weight distribution provides savings on tolls and less maintenance.
26. Saucon camera/DVR system
27. Meets all FMVSS requirements including the upcoming #227 high-speed rollover.
28. This bus does not have Direct TV or Mobile Lite systems but are available.
29. Warranty information is listed on the upper left of the PROPOSAL. National Bus Sales has an Ultra Coachliner warranty manager, Frank Ferlazzo, to assist with any warranty, service or maintenance needs.
30. James Madison University bought one of these in the past 1-2 years and we brought one beforehand for inspection and test drives. This service is available if needed.

TOTAL PRICE: \$417,833.00

TRADE IN: 2012 MCI J4500 #D66426 \$70,000

DELIVERY TIME: APPROXIMATE TIME IS 6-8 MONTHS FROM DATE OF ORDER, BASED ON PARTS AVAILABILITY.

 4/24/2023

National Bus Sales, Inc

Date

James Madison University

Date



PROPOSAL #

(800) 475-1439

www.nationalbus.com

ULTRA COACHLINER DXL

COMPANY	James Madison University	REP	Mike Curtis
CONTACT	Aaron Largent	DATE	April 24, 2023
ADDRESS	752 Ott Street, Wine Price Building, Ste 1J23	CHASSIS	Freightliner
CITY	Harrisonburg	VIN	
STATE/ZIP	Virginia 22807	CAPACITY	54 Passengers
PHONE	540-568-4160	SIZE	45'
EMAIL	largenad@jmu.edu	COLOR	EXTERIOR: White INTERIOR: Black or Tan
FREIGHTLINER CHASSIS WARRANTY		CHASSIS SPECS	
BASIC CHASSIS 2YRS UNLIMITED		FREIGHTLINER M2 GVWR: 36,000 LBS	
FRAME 5YRS/UNLIMITED		9L CUMMINS DIESEL ISC 350HP	
ENGINE 3YRS/ UNLIMITED		300 AMP ALTERNATOR	
TRANSMISSION 3YRS/ UNLIMITED		ALLISON 3000HT/1050 TORQUE AUTO TRANSMISSION	
AXLES 4YRS/ UNLIMITED		PROGRAMMABLE FAST IDLE CONTROL	
CONVERSION WARRANTY - 3 YRS/36,000 MILE LIMITED WARRANTY		ENGINE BLOCK HEATER, LIMITED SLIP AXLE	
		ADJUSTABLE FRONT AND REAR AIR-RIDE SUSPENSION	
INTERIOR CONFIGURATION		KNEELING CAPABILITY	
AIRCRAFT STYLE WINDOW POST COVER TREATMENT		SMOOTH-RIDE CONTROL SYSTEM FOR THE DRIVER'S AIR SEAT	
POLISHED STAINLESS STEEL ENTRY GRAB RAILS		RIDE CONTROL STABILIZATION SYSTEM	
MODESTY PANEL AT ENTRANCE DOOR		100 GALLON FUEL TANK	
ALTRO TRANSIT WOOD PATTERN FLOORING		13 GALLON DIESEL EXHAUSTED FLUID TANK	
EURO RACKS W/ READING LIGHTS/ACCENT LIGHTING		ALCOA ALUMINUM ALLOY DUAL REAR WHEELS	
LED STEPWELL LIGHTS W/AUTO OPERATION W/DOOR		CRUISE CONTROL	
LED INTERIOR LIGHTS		HEAVY DUTY CHASSIS BATTERY WITH ADDITIONAL BATTERY	
LED CEILING SPOT LIGHTING SYSTEM		DAYTIME RUNNING LIGHTS	
3/4" DURAGUARD PLUS UNDERLAYMENT COMPOSITE FLOORING TO RESIST MOLD/MILDEW/FIRE			
		ELECTRICAL AUDIO/VIDEO	
SAFETY FEATURES		PREMIUM AM/FM/DVD/INPUTS STEREO WITH PA	
6x EMERGENCY EGRESS WINDOWS WITH RED LED		BACKUP CAMERA & BACKUP ALARM	
1x EMERGENCY ROOF ESCAPE HATCH		110VOLT W/USB IN EVERY ROW	
EMERGENCY DOOR EXIT RELEASE		TWO 15" REI MONITORS WITH FRONT WINDOW VIEW	
FIRST AID KIT		FRONT VIEW CAMERA ON ALL REAR TV MONITORS	
5lb FIRE EXTINGUISHER W/EMERGENCY TRIANGLE KIT		FOUR EXTERIOR FLOOD LIGHTS	
PRECISION LASER CUT BODY STEEL CAGE FRAMING			
MULTIPLE DRIVE SHAFT GUARDS		EXTERIOR	
HIGH STRENGTH STEEL UTILIZED IN CAGING		ALCOA ALUMINUM WHEELS	
		LED EXTERIOR LIGHTS	
SEATING		EPOXY THE ENTIRE FLOOR FRAME FOR RUST PREVENTION	
RECOVER DRIVER'S SEATS TO MATCH		RIGHT SIDE UNDERBODY LUGGAGE BAY	
19" WIDE HIGH COMFORT SEATS W/ARMREST AND TRAY		LEFT SIDE UNDERBODY LUGGAGE BAY	
UNDERSEAT RETRACTABLE 3 PT SEAT BELTS		REAR PASS-THROUGH LUGGAGE BAY	
DUAL ARMRESTS		TINTED FLUSH FRAMELESS WINDOWS	
RECLINER ON ALL SEATS EXCEPT BACK ROW		POWER SIDE VIEW MIRRORS (HEATED)	
HIGH BACK AIR SUSPENSION DRIVERS SEAT		PLUG-STYLE ENTRY DOOR	
		POWER ENTRY STEP	
HEATING & COOLING HVAC			
4 FAN ROOF TOP CONDENSER			
217,000 BTU A/C SYSTEM W/BLOWERS-HD BEAST PACKAGE		OPTIONS	
HEATER COILS BUILT INTO A/C SYSTEM		WINDOW SHADES	
DUAL A/C COMPRESSORS QP-25		FLUSH LAVATORY	
DUCTED A/C RACK		SIX SETS OF KEYS	
HIGHER R-VALUE PREMIUM INSULATION PACKAGE		SAUCON CAMERA/DVR SYSTEM	
		CERAMIC WINDOW COATING	
TOTAL PRICE	\$417,833.00		
DELIVERY	James Madison University		
QTY:	1		
TRADE-IN	2012 MCI J4500 #066246 - (\$70,000)		
TOTAL COST	\$347,833.00		



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES, SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

National Bus Sales, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 13, 2017

Expiration Date: March 13, 2024

WBENC National Certification Number: WBE1700472

WBENC National WBE Certification was processed and validated by Women's
Business Council - Southwest, a WBENC Regional Partner Organization.

Bliss Coulter

Authorized by Bliss Coulter, President & CEO
Women's Business Center



WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

NAICS: 441120, 423120, 485113
UNSPSC: 24121802, 78180100



Great Lakes
Women's
Business
Council



WBENC FLORIDA

WBENC METRO NY

WBENC MICHIGAN



WBENC EAST

WBENC ORV

WBENC PACIFIC



WBENC SOUTH

WBENC WEST

- Y. ADDITIONAL INFORMATION: James Madison University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which James Madison University deems desirable.

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 their discount structure of percentage (%) off "manufacturer listing pricing" along with pricing for all additional products and services included in proposal indicating any possible on-going maintenance costs and additional services listed separately. The offeror shall also provide a trade-in estimate for bus listed in section IV statement of needs. Please also indicate any additional volume-based discounts that may be offered.

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Description	Unit Price or % Discount	Additional Volume Based Discount
Motorcoach: <i>2024 Ultra Coachliner DYL</i>	<i>\$417,833</i>	<i>Less \$3,000 ea. for multiple</i>
Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs: _____ _____	\$	
Trade-In Estimate <i>2012 MCI J4500 #066246</i>	<i>\$70,000.</i>	

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

XI. ATTACHMENTS

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 33 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 #
Univ Louisiana Lafayette	2 yrs	ULL, Bx 40400, Stuart	Stuart Glaeser 337-482-6858
Trinity Valley Comm Coll	2 yrs	100 Cardinal Drive, Athens, TX	Leon Hanson 903-675-6349
Western OK St College	3 yrs	2801 N. Main, Altus, OK	Doyle Jencks 580-477-7736
Big Spring ISD	2 yrs	708 E. 11th Pl, Big Spring, TX	Jay McWilliams 432-264-3600
Garden City Schools	5 yrs	1205 Fleming, Garden City, KS	Mike Dominguez 620-805-7000

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

National Bus Sales, 8649 S. Regency Dr., Tulsa, OK 74131

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: National Bus Sales, Inc. Preparer Name: Mike Curtis

Date: 3/31/2023

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 ☐ WBENC

If yes, certification number: WBE1700472 Certification date: 3/13/2017

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



Request for Proposal

RFP# ADL-1178

Motorcoach Buses

March 24, 2023



REQUEST FOR PROPOSAL

RFP# ADL-1178

Issue Date: March 24, 2023
Title: Motorcoach Buses
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)

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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 # ADL-1178

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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 new Motorcoach Buses on an as needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for 4 (1) additional one-year periods.

II. BACKGROUND

The University often needs to purchase Motorcoach Buses on an “as needed basis.” These Motorcoaches support travel for the University to athletic contests along with academic related events.

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

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

1. Describe catalog of vehicle your firm can offer. Provide descriptive literature, specifications, and pictures.

*Please include pictures of similar buses supplied to other University customers.

2. Describe available warranties and associated costs.
3. Describe approximate delivery time (from date of order to delivery).

4. Describe how warranty and recall issues are addressed.
5. Describe space capacity of Motorcoach; to include (seating, overhead, cargo, etc.).
6. Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University.
7. Describe communications and entertainment (i.e. DIRECTV) systems along with "marquee (Mobile Lite) notification" on Motorcoach.
8. Provide a trade-in estimate on the following University owned motorcoach. Photos available in additional attachment.
 - i. 2012 56 Passenger Motorcoach – 188,000 miles
VIN: 2MG3JMBA7CW066246

SPECIAL REQUIREMENTS:

1. Vendor shall be an authorized seller/reseller of vehicles. Vehicles are to be new and subject to prior approval and demo from James Madison University personnel. Unless, specific requests for alternative options are made by university personnel.
2. Vendor should be able to provide a motorcoach with specifications equivalent to or exceeding those of a Prevost H3-45 passenger coach. (<https://prevostcar.com/h3-45-passenger-coach>)
3. Vendor shall list contact information for customer service and primary sales representative.
4. Vendor shall identify and specify firm delivery date of vehicle to James Madison University.
5. Motorcoach shall have lavatory accessibility
6. If multiple engine (*diesel*) sizes are available, pricing shall reflect costs for each size available.
7. Motorcoach shall have an automatic transmission.
8. Motorcoach shall have a camera system.
9. Motorcoach shall meet or exceed federal Department of Transportation (DoT) requirements.
10. Vendor shall supply the following:
 - Dealer Invoice
 - Certificate of Origin
 - Mileage/Odometer Statement
 - Warranty Card/Booklet
 - Copy of Manufacturer Build Sheet
 - Copy of Operator's Manual
 - Six (6) keys capable of unlocking and starting the vehicle
11. Vendor shall provide fuel efficiency rating.
12. Vendor shall list the passenger space and comfort options.

13. Vendor shall list the amount of luggage space.
14. Vendor shall describe driver area and driver experience.
15. Vendor shall list the Mirror Options (regular vs. e-mirror).
16. Vendor shall list parcel rack specifications.
17. Vendor shall list Super single axle vs. dual rear axle.
18. Upon award of contract vendor shall meet with University personnel to further verify specific Motorcoach requirements before purchase orders are issued.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

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

additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

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

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists,	\$2,550,000 per occurrence; \$4,250,000 aggregate

Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia*

(<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its

authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time

of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It

is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature

that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. EXTRA CHARGES NOT ALLOWED: The proposed price shall be for complete installation ready for James Madison University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- S. MAINTENANCE MANUALS: The contractor shall also provide James Madison University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to James Madison University upon completion of the work and prior to final payment.
- T. ORDERING OPTION: James Madison University, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- U. ORDER OF PRIORITY: In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.
- V. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- W. 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/ 568-7936.
- X. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to James Madison University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- Y. **ADDITIONAL INFORMATION:** James Madison University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which James Madison University deems desirable.

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 their discount structure of percentage (%) off "manufacturer listing pricing" along with pricing for all additional products and services included in proposal indicating any possible on-going maintenance costs and additional services listed separately. The offeror shall also provide a trade-in estimate for bus listed in section IV statement of needs. Please also indicate any additional volume-based discounts that may be offered.

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Description	Unit Price or % Discount	Additional Volume Based Discount
Motorcoach:		
Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs: <hr/> <hr/>	\$	
Trade-In Estimate	\$	

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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



April 3, 2023

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# ADL-1178**
Dated: **March 24, 2023**
Commodity: **Motorcoach Buses**
RFP Closing On: **April 25, 2023 @ 2:00 P.M**

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

1. RFP# ADL-1178, Motorcoach Buses, closing April 11, 2023 @2:00 P.M. shall be extended to a new closing date/time of April 25, 2023 @ 2:00 P.M.
2. Vendor Question: Can I get additional information about the condition of your trade in vehicle mechanically and cosmetically? Are any pictures available?
 - a. *Photos and maintenance log of trade in bus have been attached to the RFP# ADL-1178, Motorcoach Buses, on April 3, 2023 with addendum # one.*
3. Vendor Question: Under Special Requirements, item 5 says it shall have lavatory accessibility. Does that mean wheelchair accessible?
 - a. *The lavatory does not need to be wheelchair accessible*
4. Vendor Question: Item 8 says it shall have a camera system. Can you be more specific about how many cameras, DVR, brand, etc.?
 - a. *We'd like to see an 8-camera system minimum. Inside facing driver, inside view on passengers, facing outside on windshield, all 4 corners to cover the entire parameter of the bus. Brand is unimportant.*
5. Vendor Question: Considering that this is a multiyear bid, how will any future trade in vehicles be addressed? Will vehicles be traded in by other VASCUPP members? If so, can they be handled on a case-by-case basis?
 - a. *Future trade-ins will be handled on a case-to-case basis. Other VASCUPP organizations may potentially be trading in buses as well when utilizing the contract.*
6. Vendor Question: Statement of Needs Line 6 – Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University. *Would this be a 1-day demonstration/test drive?*

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

- a. This would depend on the company and what they are able and willing to provide. A 1-day demonstration/test drive would be an example of what you could provide. JMU can be flexible on options.*
7. I know this is an annual contract with renewals, is there any estimates on a possible quantity (regardless of size)? Can you tell us how many vehicles were purchased on the previous contract?
- a. This will be a newly established cooperative contract. We estimate three or four buses will be purchased over the term of the contract by JMU. There is also the possibility of other VASCUPP organizations using this contract. There are no guarantees on quantity.*

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

Sincerely,



Aaron Largent
Buyer Senior
Phone: (540-568-4160)

Maintenance Log- by descending order

Work Order	Description
23-428978	300742- E&G- BUS HAS A CHECK ENGINE LIGHT ON GOES OUT TOMORROW PER DOUG 3/27/23 BUS HAS A DRIVERS SIDE MIRROR THAT IS LOOSE AND DRIVERS SIDE BLIND THAT DOESN'T WORK ALSO HAS A SQUEAL NOISE SOMETIMES TURNING PER GEORGE
23-424897	300742 - E&G - RODENT PROOF THE COOLANT HOSES THAT HAVE BEEN CHEWED ON.
23-424758	300742-E&G- 1/4 BYPASS HOSE NEEDS TO BE REPLACED (BLUE) TEN
22-420524	300742 - E&G - CUSTOMER STATES BUS HAS A HEADLAMP OUT. RF 1/4/23- NO START
22-420099	300742 - E&G - REQUEST TO DO REPAIRS ON LEFT AND RIGHT SIDE OF BUS AND REPLACE 2 SIDE LIGHTS. I WILL DO WORK IN HOUSE
22-415204	300742 - E&G - 10.000 MILE SERVICE TEN
22-414761	300742 - E&G - SERVICE CALL NO START, SPORTS PARK
22-410473	300742 - E&G - JUMP START BUST AT SOUTH MAIN
22-404881	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING
22-403385	300742 - E&G - REQUEST TO HAVE TOP GUN TO REPAIR BACK OF BUS REPLACE BACK BUMPER AND PAINT RIGHT REAR SIDE
22-403340	300742 - E&G - NO START AT SOUTH MAIN
22-402668	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/22
22-399280	FUELING VEHICLES IN ZONE 3
22-398717	300742 - E&G - REQUEST TO TAKE TO TOP GUN FOR BODY REPAIRS
22-398490	300742 - E&G - BUS WILL NOT START AT SOUTH MAIN. CHARGER PLUG IS MELTED
21-382725	300742 - E&G - 10.000 MILE SERVICE - TEN/ NO START AT MOTOR POOL
21-381956	300742 - E&G - REQUEST TO HAVE REPAIRS DONE TO BUS DUE TO AN ACCIDENT
21-378798	300742 - E&G - REPLACE LEFT TAG AXLE HUB CAPS AND COVERS DAMAGED AND MISSING
21-371172	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING

21-367629	300742- E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/21
21-365965	FUELING VEHICLES IN ZONE 3
21-357042	300742 - E&G - HAS A WARNING LIGHT ON IN THE DASH. 3/2/21 INSTALL TOUCH PADS 4/28/21 TOILET IS CLOGGED UP
20-348592	300742 - E&G - NEED TO INSTALL DRIVERS COVID 19 PARTITION 9/16/20 NEED TO REPLACE THE AIR LINES UP FRONT
20-347211	300742 - E&G - REQUEST TO TAKE TO TOP GUN AUTO BODY FOR PAINT REPAIRS
20-346635	300742 - E&G - BUS WRITE UP TO REPAIR WINDSHIELD 9/15/20 ORDER FRONT BRAKE HOSES
20-342789	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING; AC ISSUE; HATCH/FAN INSTALLATION 7/22/20
20-342548	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FOR CEILING EXHAUST FAN AND DRIVER BARRIER FOR THIS MOTORCOACH IN RELATION TO COVID-19.
20-341810	300742 - E&G - SERVICE CALL: NO START AT MOTOR POOL. THEN NOTICED FUEL LEAK
20-339743	FUELING VEHICLES IN ZONE 3
20-339310	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/20
20-336489	300742 - E&G - SERVICE CALL: NO START
20-332667	300742 - E&G - NEEDS A 10,000 MILE SERVICE
20-329882	300742 - E&G - BUS WRITE UP PASSENGER SIDE LUGGAGE BAY DOOR CABLE IS BROKEN
19-326729	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM CUMMINS FOR REPAIRS ON MOTOR COACH.
19-326269	300742 - E&G - BROKEN DOWN IN CONNECTICUT YESTERDAY -BM; THEN SERVICE CALL: NO START 12/11/19; SERVICE CALL AGAIN: NO START AGAIN 12/12/19
19-325165	300742 - E&G - BUS WRITE UP. BLIND IS COMING LOOSE DRIVER SIDE; THEN SERVICE CALL FOR OIL LEAK 11/7/19
19-323082	300742 - E&G - NEED TO REGEN THE BUS FOR FOOTBALL TRIP

19-321694	300742 REGEN BUS -9/26/19; THEN MIRROR LOOSE 9/27/19
19-318915	300742 - E&G - MARKER LIGHT BROKEN
19-318594	300742 - E&G - REGEN - PER DOUG
19-318089	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FOR SERVICE WORK THAT WILL BE COMPLETED BY CUMMINS ATLANTA IN WINCHESTER, VA.
19-314363	300742 - E&G - WRITE-UPS: NOT MUCH AIR COMING OUT ON LEFT SIDE, DEFROST AND VENTS.; THEN SERVICE CALL: NO START 8/6/19
19-313720	300742 - E&G - REQUEST TO TAKE TO WINDSHIELD CITY TO HAVE WINDSHIELD REPAIRED DUE TO ROCK CHIP
19-312342	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING. SUMMER CHECK-OVER FOR DOUG 6/27/19
19-311710	300742 - E&G - NEW DECAL FOR BUS
19-310484	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL)
19-308458	FUELING VEHICLES IN ZONE 3
19-305587	300742 - E&G - NEED TO REPLACE THE TAG AXLE TIRES
19-299605	300742 - E&G - SERVICE CALL: NO START AT SOUTH MAIN -BLW. THEN WRITE-UP FOR WIPER ISSUES 2/25/19; THEN HEAD LIGHT OUT 3/13/19
19-299164	300742 - E&G - CHECK DIRECT TV AND TV. ARE MESSED UP PER GEORGE
18-293553	300742 - E&G - SERVICE CALL: NO START AT MOTOR POOL; LIGHT ISSUE 12/14/18; SERVICE CALL- NO START AGAIN 12/17/18
18-292987	300742 - E&G - 10,000 MILE SERVICE DUE
18-288290	300742 - E&G - CHECK OVER FOR GEORGE
18-287132	300742 - E&G - SERVICE CALL: DIRECT TV/WIFI ISSUES
18-285846	300742 - E&G - CEL ON
18-282956	300742 - E&G - CHECK OVER FOR DOUG.
18-280558	300742 - E&G - NEEDS DOOR GLASS FROM MCI
18-279563	300742 - E&G - BUS HAS A NOISE IN IT PER GEORGE. NEED TO REPLACE THE ALTERNATORS AND 4 PULLEYS. EXHAUST LEAK 7/30/18
18-277769	300742 - E&G - SERVICE CALL: RIGHT TAG AXLE TIRE FLAT -BM. 7/18/18 FIRE SUPPRESSION SYSTEM HAS A FAULT
18-277567	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION. SERVICE CALL: NO START 7/17/18
18-274366	300742- E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL)
18-272831	FUELING VEHICLES IN ZONE 3
18-272477	300742 REQUEST TO TAKE TO PREMIER AUTO BODY FOR DAMAGE REPAIR ON RIGHT MIDDLE DOORS

18-270873	300742 - E&G - 10,000 MILE SERVICE DUE.
18-270129	#300742 - E&G - BUS HAS A FEW LIGHTS OUT PER WRITE-UPS.
18-268172	300742 - E&G - NEED TO REPLACE THE FUEL FILTERS AND AD ADDITIVE
18-264302	300742 - E&G - 10,000 MILE SERVICE DUE
18-263317	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FLEET SUPPORT.
18-259380	300742 - E&G - NEED TO ORDER AIR BAGS FOR TAG AXLE
17-258787	300742 - E&G - STILL HAS TRANS. ISSUES OR ISSUES OF SOME SORT (AFTER MCI HAS LOOKED AT IT)
17-257071	300742 - E&G - SERVICE CALL: NO START
17-255424	300742 - E&G - DOOR ISSUES
17-252262	300742 - E&G - LEAKING AROUND TOP DUMP VALVE ON THE TOILET
17-249354	300742 - E&G - SERVICE CALL: NO START
17-248273	300742 - E&G - WRITE-UPS: ANTENNAE BENT & ROOF LEAKING (9/11/17)
17-246422	300742 - E&G - LIGHTS AND BATTERIES
17-243614	300742 - E&G - REQUEST TO TAKE TO WINDSHIELD CITY FOR WINDSHIELD TO BE REPLACED
17-242604	300742- E&G - VIRGINIA STATE VEHICLE INSPECTION
17-241226	300742 - E&G - BATTERIES KEEP GOING DEAD REPLACE BATTERIES PER DOUG JUDY
17-240152	FUELING VEHICLES IN ZONE 3
17-238247	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE UNTIL 6/1/17
17-234498	300742 - E&G - BUS RUNS BAD. CUTS OFF
17-230551	300742 - E&G - SERVICE CALL: WATER LEAK - BM
17-227522	300742 - E&G - NEEDS 2 TIRES - BM
16-224036	300742 - E&G - CALL-IN FOR SERVICE CALL: NO START-BLW
16-223054	300742 - E&G - 10,000 MILE SERVICE TEN
16-220481	300742 - E&G - SERVICE CALL. FUEL LEAK .- TEN
16-219486	ZONE 3 MASTER - E&G - "GPS INSTALLATION" ON FOLLOWING ASSETS

16-218828	300742 - E&G - REQUEST TO FIX SIDE DAMAGE AND TAKE TO PREMIER FOR PAINT WORK
16-215237	300742 - E&G - REPAIR WRITE UPS - BM
16-213007	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM PREMIER FOR AUTO BODY WORK.
16-207229	300742- E&G - VIRGINIA STATE VEHICLE INSPECTION
16-207134	FUELING VEHICLES IN ZONE 3
16-204753	300742 - E&G - BUS NEEDS SERVICE
16-193861	300742 - E&G - DIRECT TV NOT WORKING
16-189864	300742 - E&G - 10.000 MILE SERVICE - BM
16-188754	300742 - E&G - LIGHTS OUT.
15-188376	300742 - E&G - SERVICE CALL
15-186039	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FLEET SUPPORT FOR LABOR ON REPAIRS.
15-183418	300742 - E&G - REPLACE RIGHT AND LEFT WINDSHIELDS/PER DOUG JUDY - TEN
15-175897	300742 - E&G - RECALL #?, BULLETIN #424 & CUMMINS #C1638 - TO VA TRUCK CENTER CMC
15-174865	300742 - E&G - SERVICE CALL FOR NO START TEN
15-173006	300742 - E&G - 10.000 MILE SERVICE - BM
15-172241	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
15-170217	300742 - E&G - CHECK LIGHTS - BM
15-168140	FUELING VEHICLES IN ZONE 3
15-165719	300742 - E&G - THIS REQUEST IS TO PAY FOR OUTSOURCE BODYWORK THAT WILL BE COMPLETED BY PREMIER.
15-160746	300742 - E&G - BM - 10.000 MILE SERVICE
15-158423	300742 - E&G - NO HEAT - BM
14-151061	300742 - E&G - 10.000 MILE SERVICE - BM * THIS IS A NEW WORK ORDER FOR 14-151022, WRONG PROPERTY - MAM 10/28/14
14-151022	300742 - E&G - 10.000 MILE SERVICE - BM * THIS IS A NEW WORK ORDER FOR 14-149577, WRONG PROPERTY - MAM 10/27/14

14-151019	300742 - E&G - BATTERY LIGHT ON - BM * THIS IS A NEW WORK ORDER FOR 14-150261, WRONG PROPERTY - MAM 10/27/14
14-149016	300742 BM - E&G - HAVE TIRES INSTALLED
14-142845	300742 - CHECK OUT DOOR GLASS - BM
14-138818	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
14-134116	FUELING VEHICLES IN ZONE 3
14-131195	300742 - E&G - BM - 10.000 MILE SERVICE
14-123575	300742 - E&G - REPLACE FOG LIGHTS TEN
14-123513	300742 - E&G - REPLACE FOG LIGHT - TEN
13-120717	300742 - E&G - REPAIR WRITE UPS / 10,000 MILE SERVICE - TEN
13-117911	300742 BM BATTERY LIGHT ON
13-116362	300742 - E&G - CHECK HEATER CORE - BM
13-113121	300742 - E&G - LEFT FRONT DRIVER GLASS KNOCK OUT - BM
13-111672	300742 - E&G - CHANGE FUEL FILTERS TEN
13-109195	300742 - E&G - SERVICE CALL TO PREMIER AUTO BODY. NO START TEN
13-107522	300742 - E&G - THIS REQUEST IS FOR OUTSOURCE BODY WORK THAT WILL BE COMPLETED BY PREMIER.
13-106071	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
13-106026	FUELING VEHICLES ZONE 3
13-100332	300742 - E&G - 10.000 MILE SERVICE
13-098956	300742 - E&G - REPAIR WRITE UPS - BM
13-094493	300742 - E&G - 10.000 MILE OIL CHANGE - BM
13-094433	300742 BM - E&G - INSTALL NEW INVERTER
13-094412	FUELING VEHICLES IN ZONE 3
13-090176	300742 - E&G - SERVICE CALL NO START TEN
13-089906	300742 - E&G - VEHICLE PREVENTIVE MAINTENANCE
12-089680	300742 - E&G - SERVICE CALL FOR NO START QG

12-085566	300742 - E&G - THIS REQUEST IS FOR AN OUTSOURCE WINDSHIELD REPAIR. WORK WAS COMPLETED BY WINDSHIELD CITY.
12-083107	300742 - E&G - THIS REQUEST IS FOR A SET OF HEAVY DUTY JUMPER CABLES. PURCHASED THROUGH FISHER. ATTN: LYNN USHRY
12-082829	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FOR GRAPHICS AND INSTALLATION SERVICES. THIS WORK WAS COMPLETED BY VERNON.
12-081756	300742 - E&G - NO START AT SOUTH MAIN - BM
12-080721	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION





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COOLANT:

CAUTION

DO NOT OPEN SURGE TANK CAP WHEN HOT

WARNING

TRANSMISSION OIL ALLISON TES-200

POWER STEERING OIL ALLISON TES-200

FLUSH LAVATORY RINSE

LAVATORY TANK SERVICE PROCEDURE

COOLANT.
DETROIT DIESEL
CORP:
POWER COOL PLUS
PREDILUTED 50/50
EXTENDED LIFE

PM INTERVAL:
EVERY 12 MONTHS,
USE DDC TEST KIT
#23523398, MCI
#23-05-0013 &
COOLANT EXTENDER
#23519400 MCI
#23-05-0012

SERVICE LIFE:
600,000 MILES
OR 4 YEARS

ONLY USE POWER
COOL PLUS
COOLANT AND
EXTENDER FOR
ALL ENGINES

06-14-1411

CAUTION

SPECIAL COOLANT FILL INSTRUCTIONS

FAILURE TO FOLLOW
MAY RESULT IN
COMPONENT
DAMAGE OR FAILURE

If coolant level falls
below bottom of sight
glass at any time
during fill procedure,
stop engine and add
coolant to "FULL
COLD"

1. Open center tunnel
valves, if closed
(See Section 6B
of Maintenance
Manual)
2. Fill to top of sight
glass
3. Run engine at low
idle for 3 minutes
with HVAC system
set to full heat
4. Turn engine off
and add coolant to
"FULL COLD"
5. Run engine at high
idle for 3 minutes
with HVAC system
set to full heat
6. Increase engine
speed to maximum
governed until
thermostat opens
7. Turn engine off,
allow coolant to
cool to ambient
temperature, and
fill to "FULL COLD"

06-14-1443 REV B

TER TUNNEL
VALVES

API CODE CJ-4
15W-40 (SUMMER)
OR 5W40 (WINTER)
ENGINE OIL FILL
08-11-1003

08-11-1003

185,000

#742

38 QUARTS 15-40

1-OIL BD7154

1-FUEL FF5776

1-FUEL PF9814

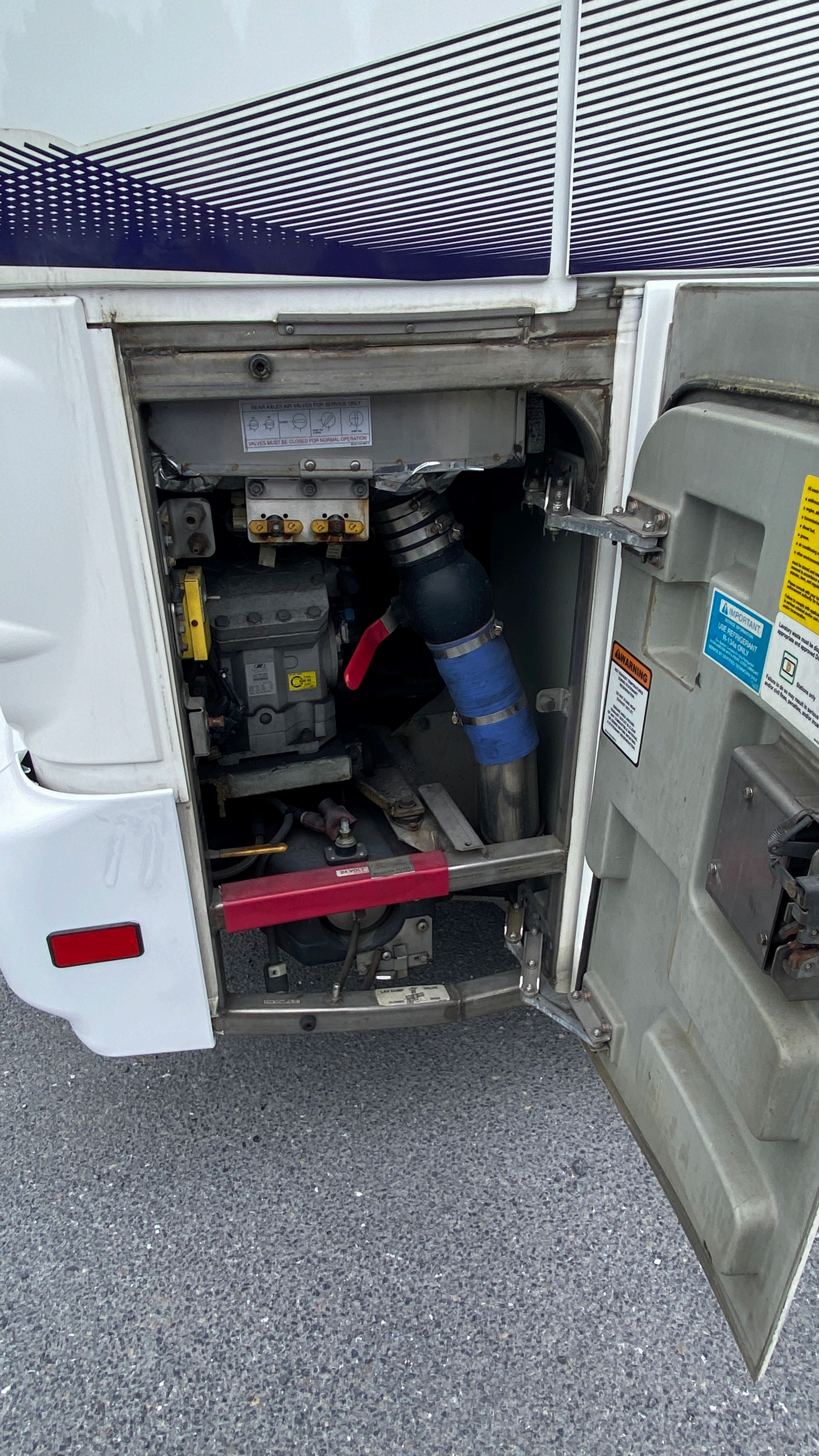
1-AIR 6774

BELT FAN 08-27-1041

BELT ALT. 08-27-1207DF

BELT AC. 08-27-1172

1-WATER 4113



REAR AXLE AIR VALVES FOR SERVICE ONLY
VALVES MUST BE CLOSED FOR NORMAL OPERATION

IMPORTANT
SERVICE INFORMATION
USE REFRIGERANT
R-134a ONLY
Do not use other refrigerants.
Improper use may damage the system and void the warranty.

WARNING
Do not touch the refrigerant cylinder.
The cylinder is under high pressure and may become very hot.
Do not use the cylinder as a support.
Do not use the cylinder as a container for other materials.
Do not use the cylinder as a pressure vessel.

WARNING
Do not touch the refrigerant cylinder.
The cylinder is under high pressure and may become very hot.
Do not use the cylinder as a support.
Do not use the cylinder as a container for other materials.
Do not use the cylinder as a pressure vessel.

24 VOLT
BATTERY

VALVE



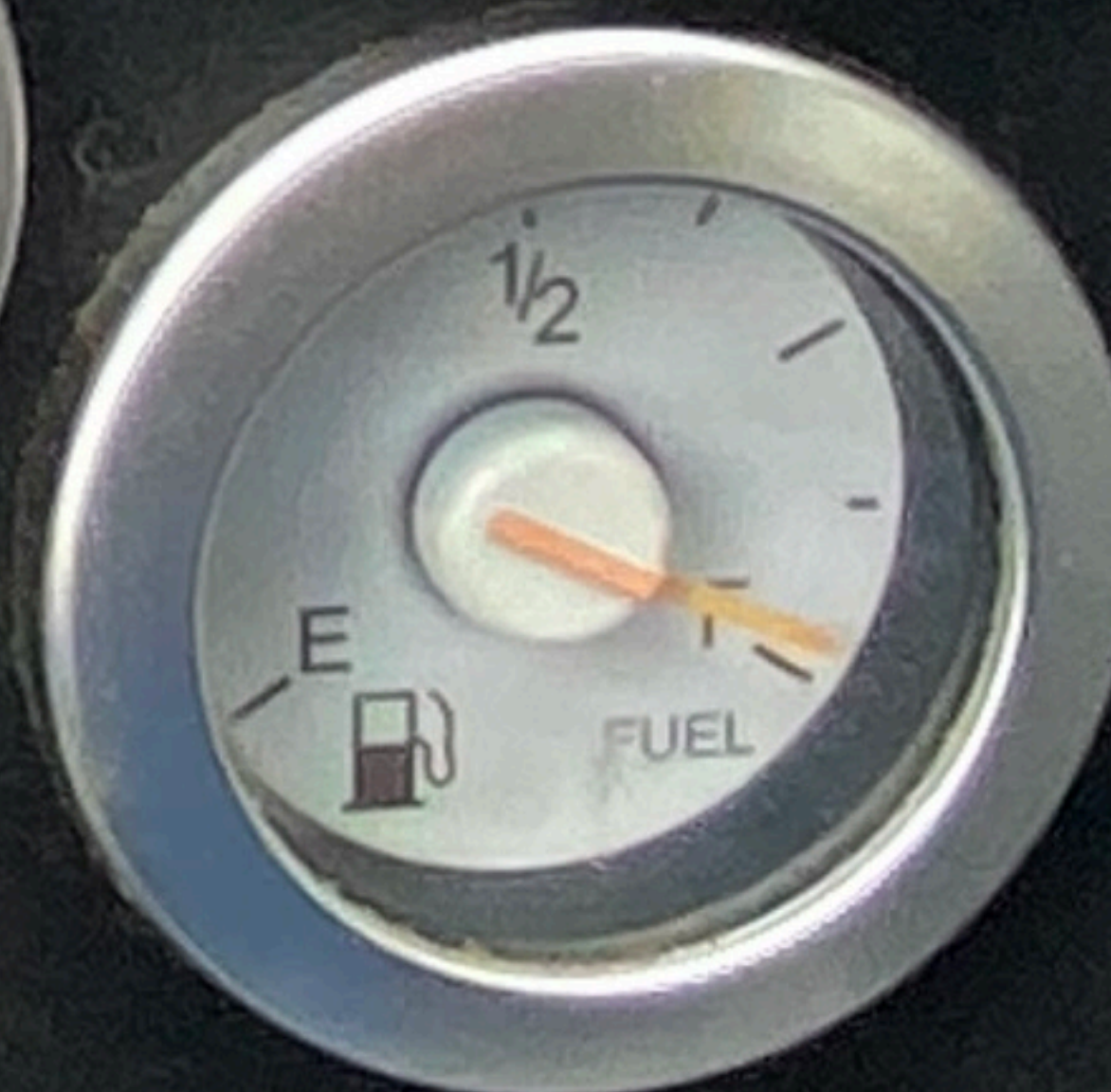
742

EXIT



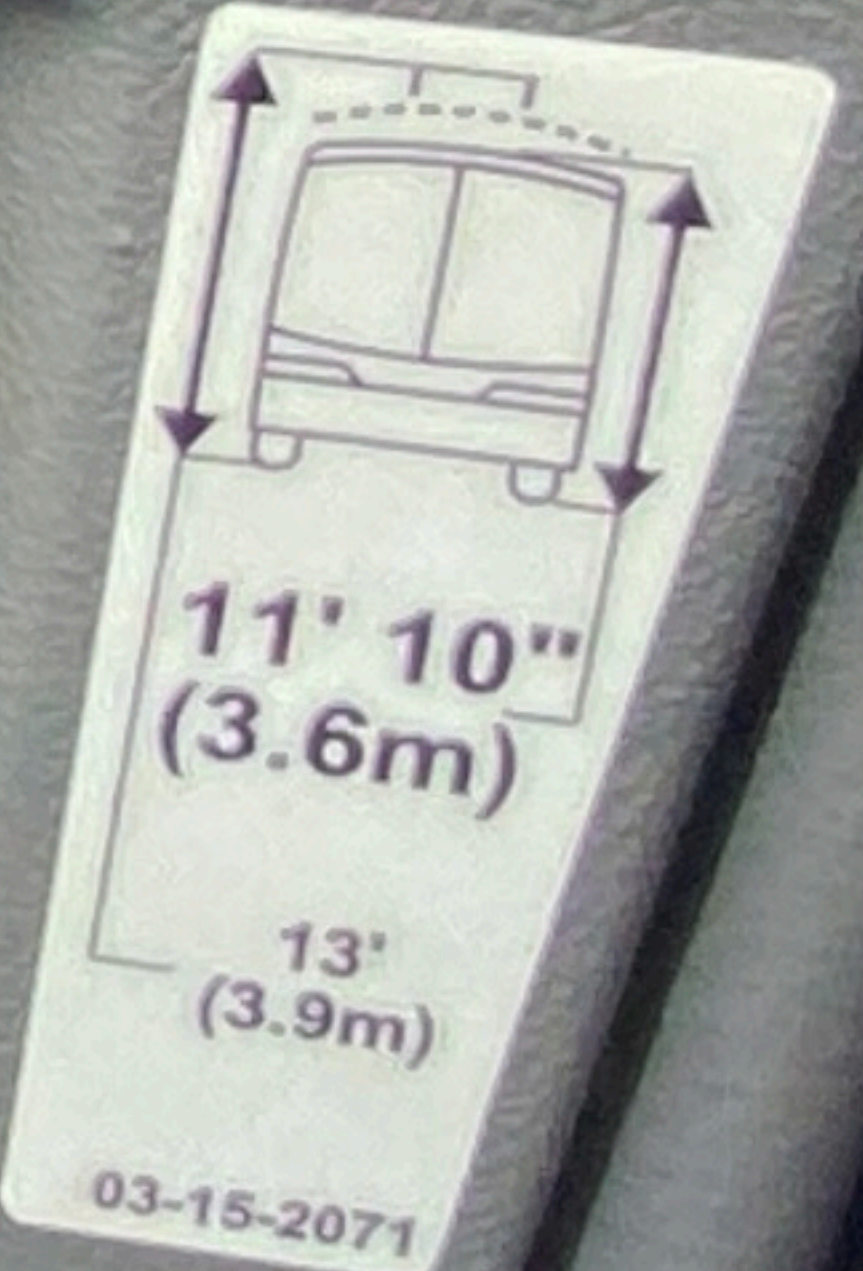
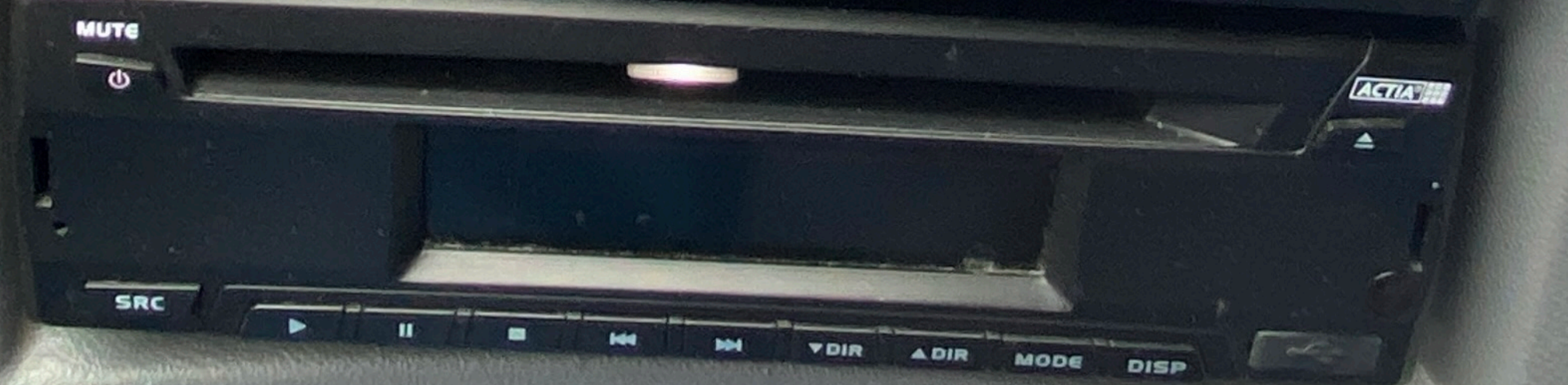
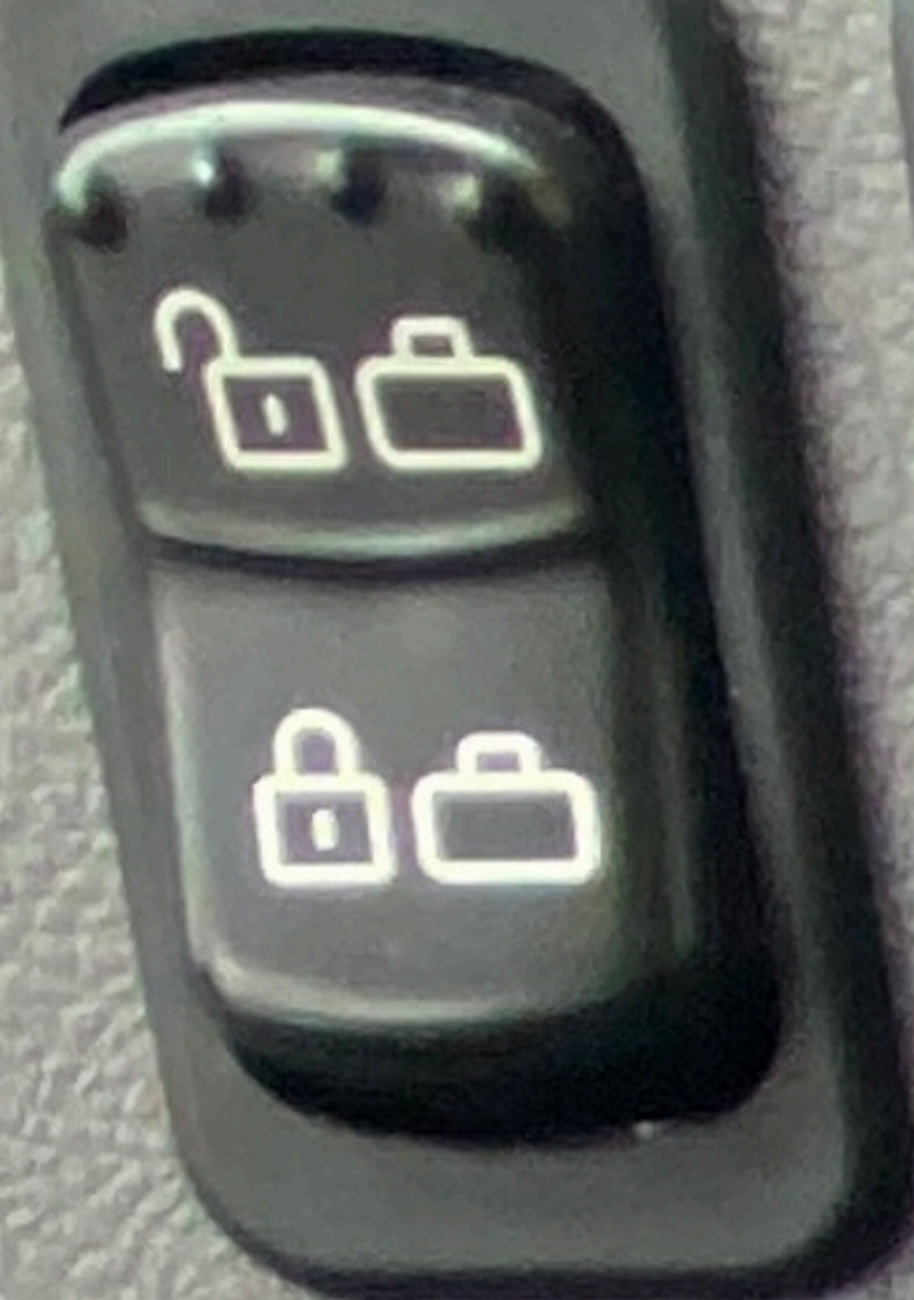


OPEN
DOOR

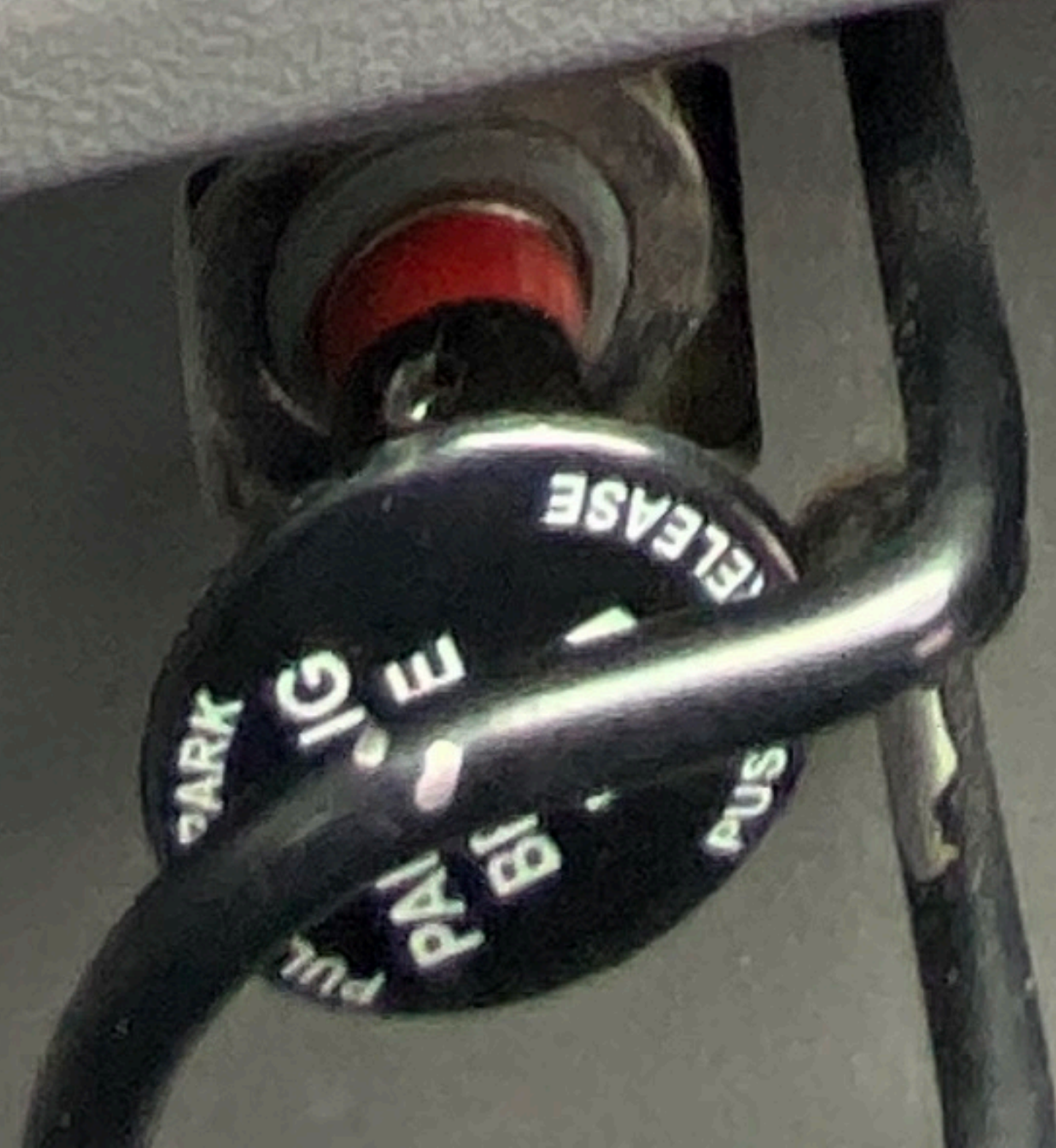
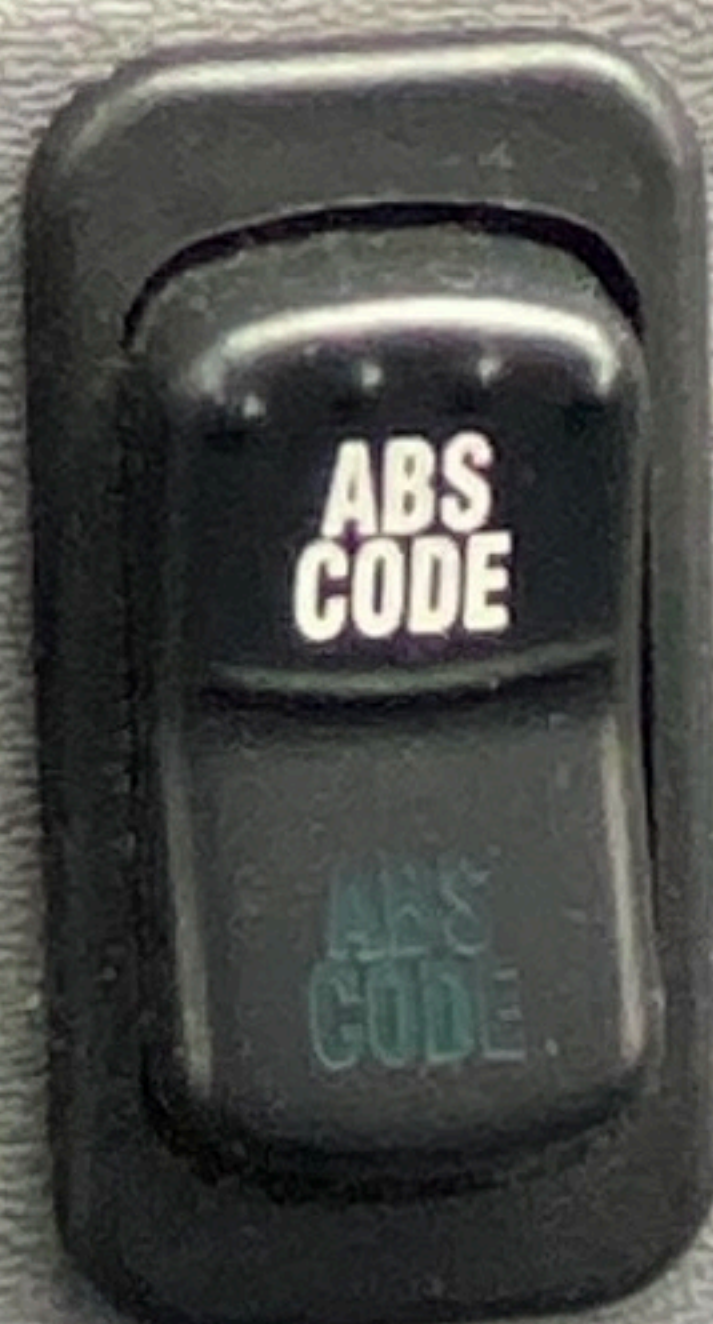


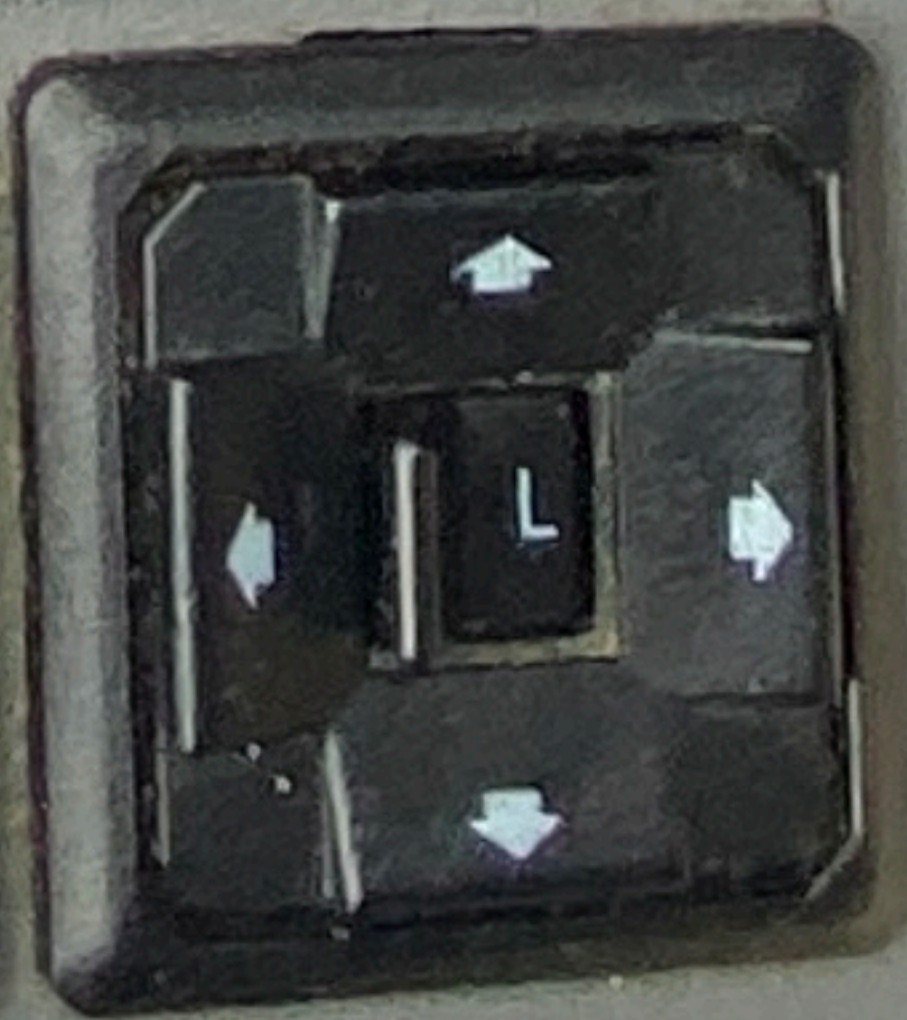
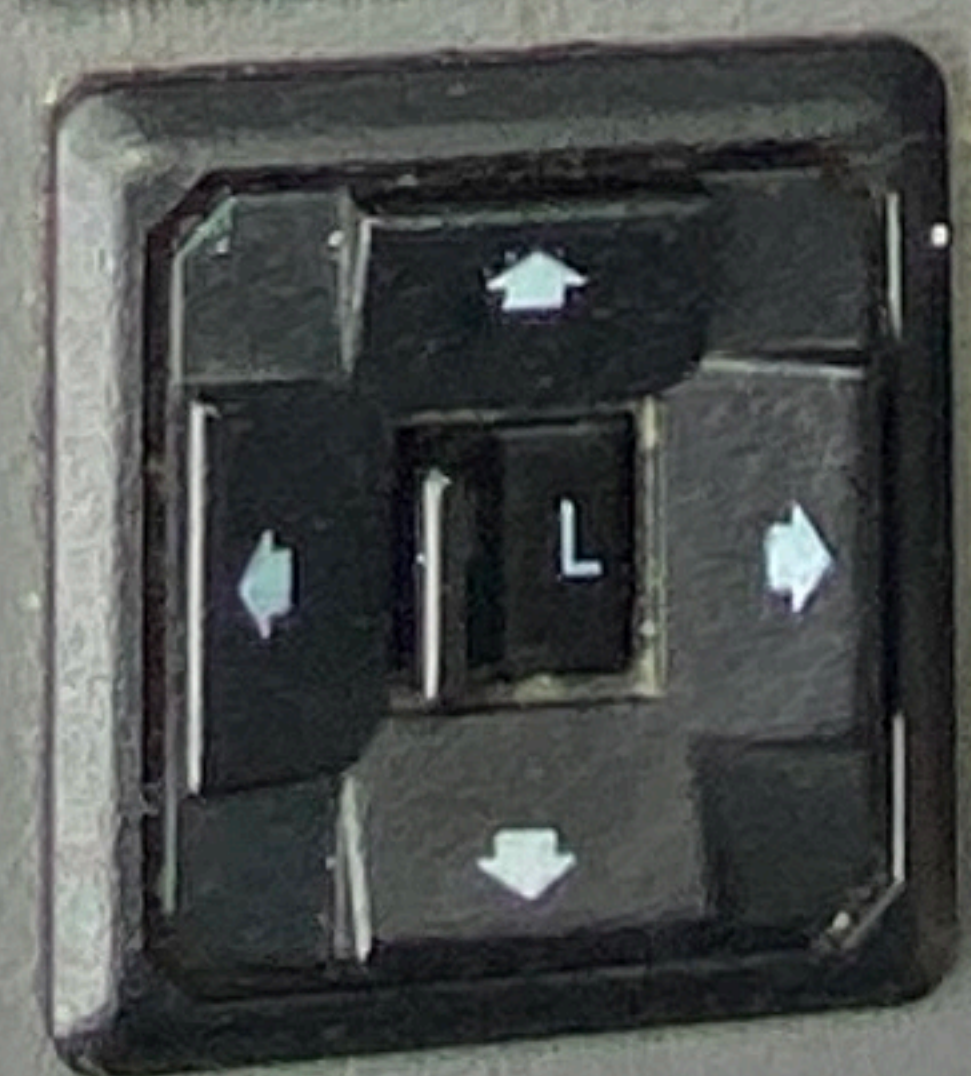
ULTRA LOW SULFUR DIESEL
(ULSD) FUEL
REQUIRED
15PPM MAXIMUM SULFUR
03-01-1555 REV A

DO NOT OPERATE
COAST



DO NOT OPERATE
BELOW
(90) kPa
03-15-1078





TOPS REORDER NO. 17524

MADE IN USA

TOPS







