



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU6665

This contract entered into this **7th** day of **July 2023**, by **Prevost** 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**

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

CONTRACTOR:  
By:   
(Signature)  
Kevin Dawson  
(Printed Name)

Title: VP Commercial Operations NA

PURCHASING AGENCY:  
By:   
(Signature)  
Aaron Largent  
(Printed Name)

Title: Buyer Senior



**RFP # ADL-1178, Motorcoach Buses  
Negotiation Summary for Prevost Car, Inc.  
7/3/2023**

1. Contact information for Prevost Car Inc:

Kevin Dawson – Vice President Commercial Operations

Phone – (336)257-0230

Email – Kevin.Dawson@volvo.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. Prevost shall offer an extended engine warranty at the additional cost of \$9780.00.
3. 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 WPU1413 truck and bodies index 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.
4. 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 WPU1413 truck and bodies index 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.
5. Pricing is set and no additional costs will be billed to University except that which is specified.
6. Contractor shall pass on exact freight, installation, fuel charges to the Purchasing Agency as applicable.



7. All deliveries shall be made to the Purchasing Agency FOB Destination.
8. 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.
9. 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.
10. 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: H3-45 with wide based tires (super singles)	644,312.	NA
<p>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:</p> <p>e-Mirrors are an available option. Please discuss pricing and availability with a Prevost representative.</p> <p>An extended engine warranty is available for an additional price of \$9780.00</p> <p>Please note that delivery is contingent upon production slot availability at the time of order. An order placed within 60 days of the bid opening date will allow for delivery in April 2024.</p> <p>Please refer to the enclosed price proposal documentation. It provides further information and in particular, details surrounding trade in requirements.</p>	\$ as requested	NA

Trade-In Estimate	\$75,000	NA
-------------------	----------	----

**PREVOST RESPONSE TO**  
**James Madison University**  
**RFP # ADL-1178**  
**Motorcoach Buses**

**Due Date : April 24, 2023 Time 2:00 PM**







# 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)

**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](mailto: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:

Prevost Car (US) Inc.

201 South Avenue

South Plainfield, NJ. 07080

Date: April 20, 2023

Web Address: <https://prevostcar.com>

Email: [Kevin.Dawson@volvo.com](mailto:Kevin.Dawson@volvo.com)

By:

(Signature in Ink)

Name: Kevin Dawson

(Please Print)

Title: Vice President Commercial  
Operations NA

Phone: 336-257-0230

Fax #: NA

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ☒ #2 ☐ #3 ☐ #4 ☐ #5 ☐ KD (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES ☒ NO ☐ YES ☐ SMALL ☐ WOMAN ☐ MINORITY ☐ LEAD ☐ AA ☐ HA ☐ CA ☐ NW ☐ M ☐ 2.2-4343.1 or  
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***

## ***TABLE OF CONTENTS***

I.	PURPOSE .....	Page	1
II.	BACKGROUND .....	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION .....	Page	1
IV.	STATEMENT OF NEEDS .....	Page	1-3
V.	PROPOSAL PREPARATION AND SUBMISSION .....	Page	3-5
VI.	EVALUATION AND AWARD CRITERIA .....	Page	5-6
VII.	GENERAL TERMS AND CONDITIONS .....	Page	6-14
VIII.	SPECIAL TERMS AND CONDITIONS .....	Page	14-20
IX.	METHOD OF PAYMENT .....	Page	20
X.	PRICING SCHEDULE .....	Page	20-20
XI.	ATTACHMENTS .....	Page	26
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide 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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA



#### A. EVALUATION CRITERIA

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

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

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:

<b>Profession/Service</b>	<b>Limits</b>
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](http://www.eva.virginia.gov)) for a minimum of 10 days.

- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

- U. **eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

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

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

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

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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



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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

- Q. 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: H3-45 with wide based tires (super singles)	644,312.	NA
<p>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:</p> <p>e-Mirrors are an available option. Please discuss pricing and availability with a Prevost representative.</p> <p>An extended engine warranty is available for an additional price of \$9780.00</p> <p>Please note that delivery is contingent upon production slot availability at the time of order.</p> <p>An order placed within 60 days of the bid opening date will allow for delivery in April 2024.</p> <p>We respectfully ask that in lieu of the referenced CPI price index, that orders placed in subsequent years be based upon the WPU1413 truck and bus bodies index of the Bureau of Labor statistics. This index is representative of the motorcoach industry.</p> <p>Please refer to the enclosed price proposal documentation. It provides further information and in particular, details surrounding trade in requirements.</p>	\$ as requested	NA

_____		
Trade-In Estimate	\$75,000	NA

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 99 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 #
Please see the attached reference list			
<hr/>			
<hr/>			
<hr/>			
<hr/>			
<hr/>			

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

---

Prevost's manufacturing facility located in Sainte-Claire Quebec.

---

---

---

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: Prevost Car (US) Inc Preparer Name: Karen Honeysett

Date: 4-20-2023

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 ☒

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: RFP# ADL-1178

Date Form Completed: 4-20-23

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

Offeror / Proposer:

Prevost Car (US) Inc. 201 South Ave.  
Firm

South Plainfield, NJ. 07080  
Address

Karen Honeysett 630-487-9538  
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)
NA					

*(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

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

PREVOST UNIVERSITY REFERENCES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**PREVOST**

57 County Avenue  
Secaucus, NJ 07094 United States  
P 201-867-2175 F 201-974-9367  
[prevostcar.com](http://prevostcar.com)









# Sales Agreement

**JAMES MADISON UNIVERSITY**

REFERENCE NUMBER: TO-0326

**PREVOST**

**Company:** James Madison University  
**Address:** 1603 S. Main Street  
Harrisonburg VA.22807.  
USA

Good day Aaron & JMU Transportation TEAM!

Thanks for your continued loyalty and trust in Prevost and our Southeast "Take to Market" TEAM!

Also, thanks for the Opportunity to SERVE JMU again!

A partnership with Prevost is backed by our industry-leading parts and service team, a one-stop-warranty-shop, training opportunities exclusive to Prevost owners, and more. Our interaction with you does not end when you drive away in your new coach – that's just the beginning.

For nearly 100 years, Prevost has manufactured coaches you can count on. We look forward to being there for you whenever you need us. I will be in touch to schedule time for us to discuss next steps, and to answer all your questions. Do not hesitate to reach out in the meantime.

Best Regards,

**Jay Snead**

Email: [john.snead@volvo.com](mailto:john.snead@volvo.com)





# 1 Table of Contents

1	Table of Contents.....	3
2	Customer Information.....	4
3	Coach Information.....	5
3.1	00001 - Configured Vehicle - Prevost H3-45.....	5
3.1.1	Standard Equipment.....	5
3.1.2	Optional Equipment.....	7
3.1.3	Seat Visualization.....	10
3.2	00002 - Delivery to Virginia .....	12
3.3	00003 - Trade In - MCI J4500.....	12
4	Price Information.....	12
5	Payment Method: Wire Transfer Information.....	13
6	New Customer Form .....	14
7	Sales Agreement.....	15
8	Exhibit A SPECIAL TERMS AND CONDITIONS .....	20
9	Exhibit B TRADES AND RETURN CONDITIONS .....	21
10	Sales Agreement Signature.....	22
11	Prevost Service Network.....	23
	Keeping you on the road is our #1 priority .....	23
	The Ultimate Peace of Mind .....	23
	VIP Service for an Ultimate Experience .....	23
12	Prevost Technical institute.....	24

## 2 Customer Information

**Account name:** James Madison University  
**Contact:** Aaron Largent  
**Email:** Largenad@jmu.edu  
**Telephone:**

**Specification Number:** TS-0346  
**Sales Manager:** Jay Snead  
**Email:** john.snead@volvo.com  
**Telephone:** 336-549-9329

## 3 Coach Information

### 3.1 00001 - Configured Vehicle - Prevost H3-45

#### 3.1.1 Standard Equipment

##### Windows & Body Accessories

Coach Model Year	2024
Passengers Side Windows	Thermopane Windows
Pneumatic Door Locking Type	Yes (pneumatic)
Entrance Door Lock	Code NS 8714
Luggage Compartment Locks	Code NS 8714
Ignition Switch	Push Button Start
Tectyl - Additional Protection in Wheel Housings	Standard
RICON Removeable Wheelchair Lift	Without Wheelchair Lift

##### A/C – Heating – Ventilation

Engine Auxiliary Pre-Heating System	No (Ready )
A/C Compressor Type	BOCK

##### Power Train

Fire Suppression System - Engine Compartment	No (But Included Fire Detection Warning System)
Engine	Volvo Engine D13 435 HP
Electric Fan Drive Cooling Package	Standard
Transmission	Allison B500
Transmission Control Module Software	Without Acceleration Control
Differential Ratio	3.58 Ratio
Engine Coolant Filter	Standard
Elect. Air Intake Preheat(std)	Yes
Prevost Liaison	Yes
Vehicle Warranty	24 Months (Standard)

##### Brakes, Wheels & Suspension

Abs Anti-lock Braking System	Standard
Manual Tag Level System	No
Tag Level System	Yes
Steering Column	Standard Powered System
Esp Electronic Stability Program Advanced	Standard
Air Dryer	Wabco

##### Driver's Seat & Accessories

Speedometer	mph
Electronic Data Logger Ready	Yes
Low Fuel Level Warning Light	Yes



12 Volt Plug Left Of Dri.(std)	Yes
USB Charger	Yes
USB-C Charger + Data	Yes
Cruise Control	Yes
Driver Cupholder	Yes
Driver Seat Model	ISRI
Driver Seat Option	Basic Black Fabric Cover

## Sound System

Two Extra Speakers In Driver Area	Yes
Microphone Outlet Position	Rear Seat RH Driver(STD)
Mic. With Flexible Shaft Goose Neck	Microphone Outlet
Scenic View Camera System	No
Back Up Camera	No
Video System HDMI	Video System HDMI

## Accessories – Electrical

Fire Extinguisher	Under First Row Of Seats 2X 2.5 Lbs
Digital Clock Facing Passengers	Central Ceiling (STD)
QR Code for Driver (For Manuals and Guides)	Yes
Automatic Emergency Lighting	No
Headlight	Led
Battery Charger	Yes
Display Of Inverter	On Inverter

## Washroom

Sink Cover	No Sink, Stainless Steel Cover
------------	--------------------------------

## Passenger Seats & Accessories

Reading Light Type	LED
--------------------	-----

## Interior Trim

Lavatory Door Upholstery	Thin Carpet
Floor Cover Type	Gerflor
Passenger Floor Cover	Gaya Wood 4521yellowstone(bk)
Entrance Floor Cover	Gaya Wood 4521y.ston(bk)n6801
Step Nosing	Graphite 6801

## Paint

Paint Type	White (Single Stage)
Extra Rust Protection	No

### 3.1.2 Optional Equipment

#### A/C – Heating – Ventilation

Overhead Passenger A/C System	Yes
Air Box Return	No
Envirocare	Ready

#### Power Train

Fuel Port Protection	Yes
All Engine CAC Pipe To Be Stainless Steel 304	Yes
Volvo Engine Brake	Yes
Volvo Engine Brake Type	Automatic
Engine Block Heater	Yes
Alternator Selection	2 Remy Alternators (brushless)
Engine Idle Shutdown	20 Minutes
Electric Fan Drive Shroud	Yes
Engine Fuel Filter	DAVCO Fuel Pro 386
Road Speed Governor	75 Mph
Engine Warranty	Ultimate Engine 7 Years/350,000 Mi.
Allison Transmission Warranty	5 Years Without Retarder

#### Brakes, Wheels & Suspension

Prevost Driver Assist	Yes
Quick Front Kneeling	Yes
Kneeling Type	Kneeling With High & Low Buoy
Tire Brand	Michelin
Drive tires	Michelin 455/55R22.5 XONE LINE GRIP D
Steering tire	Michelin 365/70 R22.5 XZA
Tag tire	Michelin 365/70 R22.5 XZA
Spare tire	Michelin 365/70 R22.5 XZA
Spare Tire	With
Rim material	All Aluminum Durabright Wheels
Aluminum Wheels Qty	Aluminum wheels qty: 7
Wheel Cap nut type	Chromed Cap Nut And Hub Cover
Mylar Spacer	With
Splash Guard Drive Axle/Tag	With
Tire Monitoring System	Regular
Winter Tire on Drive Axle	On Drive

#### Driver's Seat & Accessories

Exterior Driver Mirror Type	Aerodynamic Electric Chrome Convex On Top With LED
Steering Wheel Type	Leather with phone
Secondary Information Display 7 " Touch-screen	Yes

#### Sound System

Driver Radio Type	AM/FM With USB, SiriusXM
Microphone Outlet Position Left Modesty Panel	Yes

Microphone Outlet Position Right Modesty Panel	Yes
Wireless Microphone	Yes
Audio Video Modesty In the Left Modesty Panel	Yes
Premium Sound	Yes
Video System	6 Monit. (6 Under Parcel Rack)

## Accessories – Electrical

Technical Publications Type	Hard Copy & Digital
QR Codes Passenger	Yes
Escape Hatch	With Fan
License plate Holder Installed	Yes
Entrance Door Hands Sanitizer	Yes
Decals to be English/Spanish	Yes
Fog Lights	Yes
Inverter 1800w	2 Inverters
Type 120v Outlet Card Table	Outlet W/usb Black
Perimeter Light	Yes
Surround Camera System	Yes
Interior Lighting	RGB Interior Colors
Wireless Camera Recorder	Yes
120V Outlet on Lh Console	120V Outlet Black

## Washroom

Auxiliary Waste Tank	Yes
RV Style Dump Valve	Yes
Lavatory Roll Paper Dispensor	Yes (Toilet Paper Roll)
Soap Dispenser	Yes
Sanitizer Hands	Yes
Lavat.waste Tank Heating Syst	Yes
Lavat.waste Tank Aux Heating	Yes

## Passenger Seats & Accessories

Passenger Blinds	Yes
Closed Parcel Rack	Yes
Cupholder	Flex Cupholder
Seat Layout	56 PASS NO WCL H3 0 TABLE
Footrest	Automatic
Headrest	Winged
Magazine Holder	Mesh Magazine Holder
Seat Upholstery Selection	CLOUD ONE WINGED PREMIUM
(6) Backrest & Cushion Sideboxing	pro-679black
(7) Headrest Face	pro-679black
(8) Headrest Contour	pro-679black
(11) Backrest & Cushion Faces	pro-679black
(13) Headrest Neck	pro-679black
(14) Back Of Seat	Clux Black
(15) Back Of Cushion	Clux Black
(16) Back Of Headrest	pro-679black
(20) Seat Piping	af-909autumnrain
(21) Seat Double Stitching	White



Piping  
Double Stitching  
Seat Headrest  
Seat Outlet in front of Seat First Row  
Armrest Type  
Seat Outlet Type

With Piping  
With double Stitching  
Winged  
Yes  
Raised Armrest  
120V with USB outlet

## Interior Trim

Side Wall Upholstery  
Sidewall Fabric  
Rear Wall Lh Finition  
Rear Wall Fabric  
Lavatory Wall Upholstery  
Lavatory Wall Fabric  
Lavatory Door Fabric  
Rear Acces Wall Finition

Thin Carpet  
Clux Black 867520 Bustextil  
Thin Carpet  
Clux Black 867520 Bustextil  
Thin Carpet  
Clux Black 867520 Bustextil  
Clux Black 867520 Bustextil  
Thin Carpet

## Paint

Paint Clear Plastic

Yes

### 3.1.3 Seat Visualization

Front View



Rear View



### 3.2 00002 - Delivery to Virginia

Delivery to Virginia

### 3.3 00003 - Trade In - MCI J4500

#### Data

Make	MCI
Model	J4500
Year	2012
VIN	2MG3JMBA7CW066246
Transmission	Allison
Engine	Cummins
Color	White
Mileage	188 000 miles

## 4 Price Information

Qty	Type	Make	Model	Selling Price	Total Selling
1	Configured Vehicle	Prevost	H3-45	\$ 642,012	\$ 642,012 USD
1	Delivery to Virginia			\$ 2,300	\$ 2,300 USD
Total					\$ 644,312 USD

Total Deposit Required: \$ 30,000

## 5 Payment Method: Wire Transfer Information

Wire Transfer is the preferred payment method for the Coach Order Deposit and final Coach Payment.

Please find below the information required to make the Wire Transfer to Prevost.

If you need additional assistance – please do not hesitate to contact your Prevost Regional Sales Manager.

### **BANK INFORMATION FOR WIRES/ACH PAYMENTS PREVOST CAR (US) INC.**



Bank Contact:  
Dedicated Volvo Customer Service  
Team  
Phone: (302) 324-6435

Remittance email detail:  
Remittance.Prevost.US@volvo.com

### **Prevost Contact:**

Cathy Wendel, Accountant  
Prevost Car (US) Inc.  
8003 Piedmont Triad Pkwy  
Mail Stop UT363  
Greensboro, NC 27409  
336-291-5162 office  
336-393-2955- fax  
Email: [cathy.wendel@volvo.com](mailto:cathy.wendel@volvo.com)

### **Bank Address:**

Prevost Car (US) Inc.  
201 South Avenue  
South Plainfield, NJ 07080  
April 19, 2023



## 6 New Customer Form

Activation Form for New Coach customer

\* = Required

* Company Name	
Doing Business As	
* Mailing Address	
Mailing Address 2	
* City	
* State / Province	
* Zip Code / Postal Code	
* Country	
* Company Email Address	
* Company Phone	
* Brand	

### Company Administrator for Telematics (Service Manager)

* Last Name	
* First Name	
* Email	
* Phone	
* Time Zone	
* Language	

### Contact Persons Interested in receiving Prevost Service Bulletins by e-mail

* Email (if more than one, pls separate by ',')	
---	--

### Warranty Contact Person

* Last Name	
* First Name	
* Email	
* Phone	

### Contact Persons Interested in receiving Electronic Parts Catalogue

* Email (if more than one, pls separate by ',')	
---	--

### Contact Persons responsible for parts purchases or who's interested in receiving monthly sales promotions by e-mail

* Email (if more than one, pls separate by ',')	
---	--

### Parts Purchasing Contact Person

* Last Name	
* First Name	
* Email	
* Phone	

### Service Training Webinars Contact Person

* Last Name	
* First Name	
* Email	

### Prevost E-Newsletter Recipient

* Email (if more than one, pls separate by ',')	
---	--

### Accounts payable contact

* Last Name	
* First Name	
* Email	

Dear Customer,

Please fill-in this form to:

- Activate the Telematics System in your new vehicle(s)
- Set-up a Warranty Online Account
- Receive by e-mail information about Prevost service publications relevant to your vehicle(s)
- Receive access to Parts Electronic Catalogue information
- Set-up Prevost Parts E-Commerce ordering
- Receive Service Training information
- Receive Prevost E-Newsletter

Please return this form to your Prevost salesman at least 10 days prior to delivery, so that set-up can be done.

Thank you and best regards,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[illegible]

\_\_\_\_\_

## TERMS AND CONDITIONS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]

- [REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 8 Exhibit A SPECIAL TERMS AND CONDITIONS

<b>Customer Name:</b> James Madison University	<b>Date of Contract:</b> 2023-04-04.
--	--------------------------------------

Delivery to Harrisonburg Va, to JMU's Transportation department!!

## 9 Exhibit B TRADES AND RETURN CONDITIONS

Qty	Year	Make	Model	Mileage	VIN	Trade In Value	Drop Off
1	2012	MCI	J4500	188 000 miles	2MG3JMB47CW066246	75,000.00 USD	Goodlettsville TN 2024-04-30

1	[REDACTED]
2	[REDACTED]
3	[REDACTED]
4	[REDACTED]
5	[REDACTED]
6	[REDACTED]
7	[REDACTED]
8	[REDACTED]
9	[REDACTED]
10	[REDACTED]
11	[REDACTED]
12	[REDACTED]
13	[REDACTED]
14	[REDACTED]
15	[REDACTED]
16	[REDACTED]
17	[REDACTED]
18	[REDACTED]
19	[REDACTED]
20	[REDACTED]
21	[REDACTED]
22	[REDACTED]
23	[REDACTED]
24	[REDACTED]
25	[REDACTED]
26	[REDACTED]
27	[REDACTED]
28	[REDACTED]
29	[REDACTED]
30	[REDACTED]
31	[REDACTED]
32	[REDACTED]
33	[REDACTED]
34	[REDACTED]
35	[REDACTED]
36	[REDACTED]
37	[REDACTED]
38	[REDACTED]
39	[REDACTED]
40	[REDACTED]
41	[REDACTED]
42	[REDACTED]
43	[REDACTED]
44	[REDACTED]
45	[REDACTED]
46	[REDACTED]
47	[REDACTED]
48	[REDACTED]
49	[REDACTED]
50	[REDACTED]
51	[REDACTED]
52	[REDACTED]
53	[REDACTED]
54	[REDACTED]
55	[REDACTED]
56	[REDACTED]
57	[REDACTED]
58	[REDACTED]
59	[REDACTED]
60	[REDACTED]
61	[REDACTED]
62	[REDACTED]
63	[REDACTED]
64	[REDACTED]
65	[REDACTED]
66	[REDACTED]
67	[REDACTED]
68	[REDACTED]
69	[REDACTED]
70	[REDACTED]
71	[REDACTED]
72	[REDACTED]
73	[REDACTED]
74	[REDACTED]
75	[REDACTED]
76	[REDACTED]
77	[REDACTED]
78	[REDACTED]
79	[REDACTED]
80	[REDACTED]
81	[REDACTED]
82	[REDACTED]
83	[REDACTED]
84	[REDACTED]
85	[REDACTED]
86	[REDACTED]
87	[REDACTED]
88	[REDACTED]
89	[REDACTED]
90	[REDACTED]
91	[REDACTED]
92	[REDACTED]
93	[REDACTED]
94	[REDACTED]
95	[REDACTED]
96	[REDACTED]
97	[REDACTED]
98	[REDACTED]
99	[REDACTED]
100	[REDACTED]

# 10 Sales Agreement Signature

(SELLER)	PREVOST CAR (US) INC.	(BUYER)	James Madison University
By	Jay Snead	By	{{N_es_:signer4:fullname}}
Title	Regional Sales Manager	Title	{{Ttl_es_:signer4:title}}
Signature	{{Sig_es_:signer1:signature}}	Signature	{{Sig_es_:signer4:signature}}
Date	{{Dte_es_:signer1:date}}	Date	{{Dte_es_:signer4:date}}

Authorization		
Company	Prevost Car (US) Inc	
Title	Regional Commercial Director (Or duly authorized representative)	Commercial Controller (Or duly authorized representative)
Signature	{{Sig_es_:signer2:signature}}	{{Sig_es_:signer3:signature}}
Date	{{Dte_es_:signer2:date}}	{{Sig_es_:signer3:date}}



# Prevost Service Network

Keeping you on the road is our #1 priority

Unwavering in our commitment to deliver the ultimate aftermarket experience to coach operators across the US and Canada, Prevost has built the largest service network in the coach industry. Our network includes Prevost Parts & Service Centers strategically located throughout the U.S. and Canada as well as more than 160+ certified service providers in Volvo Trucks' North American network.

## The Ultimate Peace of Mind

Prevost creates offers and programs that keep your fleet maintenance worry free. Maintenance Service Agreements cover necessary preventive maintenance required to keep your vehicle in peak condition. Block of Hours programs gives you budgeted time in your local service center. Services Assist helps to proactively plan for maintenance requirements before breakdowns. Through planned inspections and regular maintenance conducted by trained, certified Prevost technicians, we help minimize the risk of your coaches coming to an unexpected standstill.

## VIP Service for an Ultimate Experience

Prevost Red Carpet treatment means everyone receives the same outstanding service. We care for your vehicle as if it were our own and we take just as much pride in caring for you as well. You will see it in the details. From our "home away from home" customer lounges to our highly qualified team of professionals, our dedication to quality service gets you back on the road without delay.

# Prevost Technical Institute

## Online Training

As a Prevost or Volvo 9700 owner you have exclusive access to PTI online training including access to our live training events throughout north America. These trainings include Volvo D13 engine and emissions training.

Prevost Technical Institute (PTI) offers an extensive training program that can be customized to meet your individual needs. A three-pronged approach of Prevost-hosted events, instruction at customer locations, and online learning ensures the availability of Prevost expertise to all.







The All-New H3-45  
**ALL ROADS  
HAVE LED TO THIS**

**PREVOST**  
THE ULTIMATE EXPERIENCE

**EXCEEDING  
YOUR EXPECTATIONS  
IS A PASSION**







## Introducing the All-New H3-45. A Generation Ahead.

To be the most respected name in the industry, you have to deliver the ultimate experience every time. That's the Prevost way. It's what has kept us ahead of the industry for nearly a century, and what drives us to be even better tomorrow.

And today, it's brought the new. The next. The future. It's here, now.

Built on a strong pedigree. On heritage and genetics. Design and engineering. Style and comfort. Luxury and power. It is the future of the ruling class of luxury coaches. From the most respected name in the industry, it was born to carry the Prevost name into the next decade. To build upon a strong past, and write a new chapter of its own. From its incredible interiors to its sophisticated exterior styling, it represents a leap forward in both form and function. Resulting in an update that more than lives up to its lineage — it combines the best of the best from every era, for an experience unlike any other.

Revamped, remastered and revitalized, this is the ultimate ride, refined.

A celebration of where we've been, and a sign of what's to come. The H3-45 was born to lead the next generation. To lead the industry into tomorrow. And to lead adventurous and curious travelers down any road that interests them. The best of the best just got even better, and it is here today. But to truly appreciate the arrival of the next generation, you can't just see it. You have to experience it for yourself.

This is the arrival of the unrivaled, and all roads have led to this.





# The Ultimate Experience



## The Ultimate Ride

You demand a ride like no other – we deliver. Expect the ultimate experience for your passengers and drivers with outstanding performance and power



## The Ultimate Pride

Ride like a rock star, and be treated like one, too. Achieve the partnership you need with a brand that has earned the industry's recognition and trust



## The Ultimate Peace of mind

No worries, rest assured we've got your back 24/7. Your investment is backed by Prevost, renowned for industry-leading service support and ease of maintenance.



**THE ULTIMATE  
OPERATOR EXPERIENCE**



Fuel Efficiency up to

12%



## Aerodynamics

- Aerodynamic redesign contributes to overall improved fuel efficiency.
- Provides +10% fuel efficiency.
- Nearly 50% wind noise reduction in driver area (-3dB).

## Redesigned Mirrors

- Foldable, detachable mechanism decreases damage in case of mirror incident.
- All parts can be replaced separately for reduced costs and ease of maintenance.
- Contributes to the overall fuel efficiency

## Next-Generation Volvo D13

- Runs 6% cleaner than EPA requirements and provides nearly +2% fuel efficiency.
- Powerful, best-in-class torque at low RPM.
- Dependable end-to-end support from the largest service network in the motorcoach industry.



**THE ULTIMATE  
DRIVER EXPERIENCE**



## Driver Area Improvements

- The redesigned driver area and surrounding windows provide increased visibility.
- Modern updates to the dashboard, steering column and cluster.
- New HVAC system is quieter, more powerful, and defrosts 37% faster than SAE requirement.
- Updates to driver windshield and windshield wipers.



Emphasizing driver comfort and control at every turn.  
Prevost is quite simply the coach preferred by those who drive for a living.



## New Entryway

- Redesigned stairway comes equipped with an updated handrail and a larger curved entranceway.
- 300% brighter lighting for safety and cleaning efficiency.
- Quicker and smoother passenger boarding and disembarking.

## eMirrors

- Increased field of vision to minimize blind spots and reduce driver fatigue.
- On-screen distance perception lines give drivers a better sense of the road ahead
- Sensors automatically adjust to your lighting conditions to allow for improved visibility — even in pitch-black environments.









## New LED Headlights

- 40% brighter than Xenon for unparalleled degree of visibility and clarity.
- 60K+ hours of runtime (20x more than Xenon).
- Operate low and high beams simultaneously.



Prevost LED Headlights aren't just eye-catching.  
They're the most powerful integrated LED on the market.









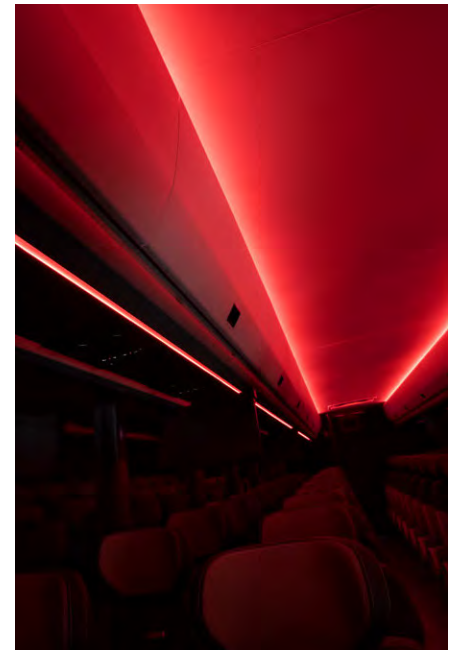
**THE ULTIMATE  
PASSENGER EXPERIENCE**





## Interior Lighting

- Redesigned interior lighting with 50% improved brightness, for a better passenger experience.
- Includes Cleaning Mode to fully illuminate the cabin, for more efficient interior detailing.
- Interior ambient customization with RGB lighting system.



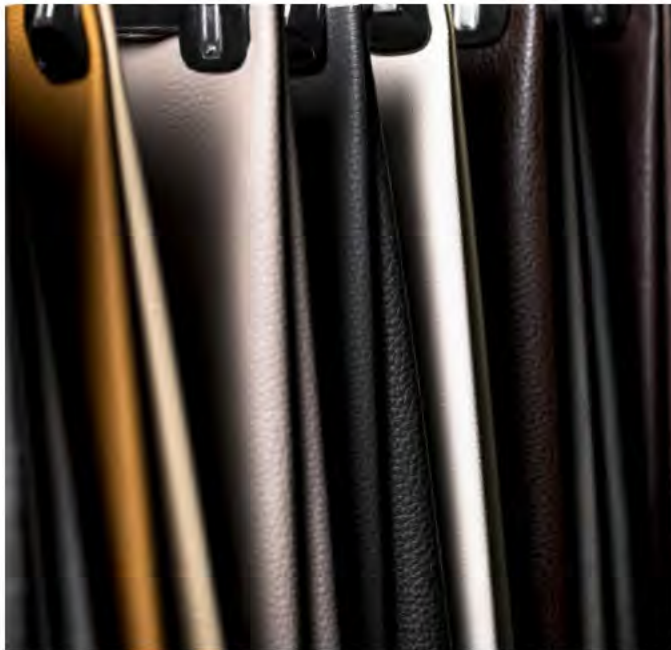




## Cloud One Seating

- Most ergonomic seat available today designed to reduce fatigue during long trips
- More comfortable upright position
- Optimized for people that are tall

We combined premium materials, accents, stitching and piping to give every seat option a stylish look and feel.



The Cloud One seat come in three collections: **Standard, Premium and Luxury.**



Standard



Premium

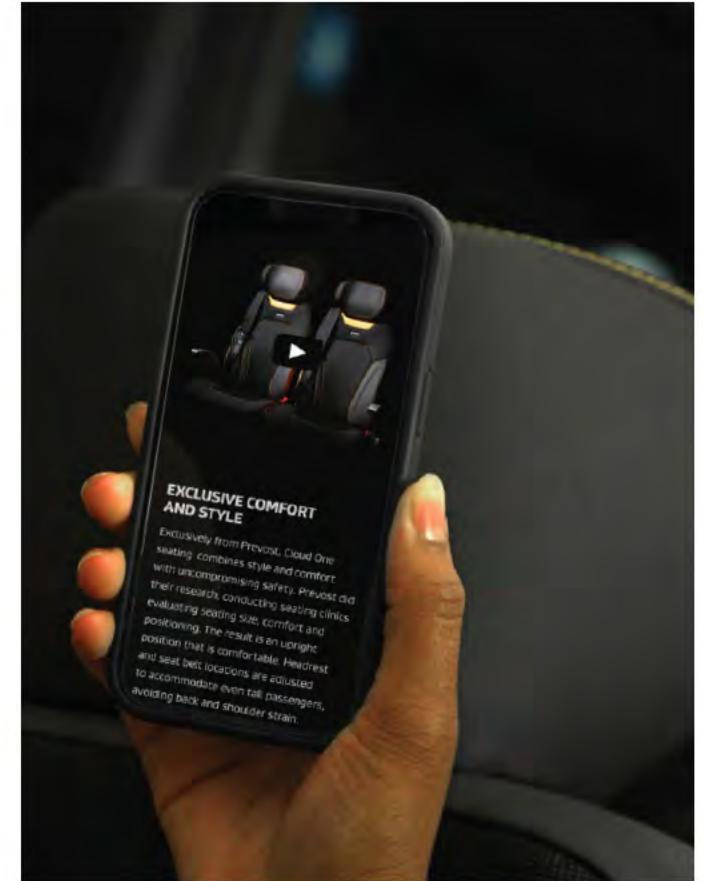


Luxury



## Updated PCU Controls

Passengers can control and customize their experience like never before with lighting, ventilation and new speaker controls.



## Premium Onboard Infotainment System

Our system offers passengers access to Wi-Fi for internet browsing, or to keep up with the latest movies, TV shows, games, eBooks, and magazines right from their smart device.





## Passenger views improved

- Passengers can now enjoy an even better view, thanks to an all-new layout.
- New larger windows increase visibility and brightness for passengers inside the coach, while also minimizing blind spots for the driver.
- Each window and blind size is standardized across three sizes, which reduces inventory needs for replacements.





**THE ULTIMATE  
PEACE OF MIND**



## Three-piece bumper

- New three-piece bumper design allows for partial replacement in case of isolated damage.
- Improves uptime and promotes greater cost efficiency for operators by reducing the need for total replacements.
- Easy access to the spare tire.

## Front Access Panel

- Easy maintenance access to dual wiper motors, driver A/C units, and defrost filter.
- Accessing components from the exterior of the vehicle instead of the interior, protecting against unnecessary wear and tear.
- Improved uptime and maintenance costs.





## Updated access points

- Driver window incorporated into service door for ease of maintenance.
- 5 in (12.7 cm) wider front junction box door opening for improved access.
- 83% larger compartment for key component accessibility.





## Specifications

### Operator

- Aerodynamic Improvements offer up to +10% fuel economy.
- Front Access Panel for Improved maintenance access.
- Aerodynamic mirrors and optional eMirrors.
- Volvo D13 engine OBD 2022 provides up to +2% fuel economy.
- Newly-designed electric entry door.
- Automatic tag unload.
- Industry-leading underfloor cargo space (460 ft<sup>3</sup>/13.03 m<sup>3</sup>).
- Electric fan drive.

### Driver

- LED headlights for 60,000+ hours.
- Elegantly designed dashboard with Improved and Intuitive driver display, Including TPMS.
- GPS system, surround and back-up camera views integrated into entertainment screen.
- Adjustable and ergonomic steering wheel with intuitive fingertip controls.
- Driver visibility Improved with reducing front corner pillars.
- Wider and more reliable driver's blinds.
- Two long wiper blades for better driver view.
- Powerful and efficient driver area HVAC.
- Perimeter lighting and Driver Assist.

### Passenger

- New interior lighting for improved customer experience including cleaning mode.
- Updated passenger PCU controls.
- New parcel rack for space and reliability.
- Wide, curved stair entry with additional lighting.
- Passenger views improved by new window layout.
- Customizable interior lighting in six colors.
- Improved HVAC air distribution.
- Cloud One seats with Luxury, Premium, and Standard packages.
- Premium Infotainment and sound system packages.





## The largest service network

- Prevost Parts & Service Centers strategically located across the U.S. and Canada.
- 55+ mobile service trucks
- 160+ certified Service Providers throughout our North American network.

## Parts Ordering Made Easy

- The largest inventory, including parts for coaches and buses of all makes and models.
- 24/7 emergency online ordering.
- Same-day shipping of stock parts anywhere in the U.S. and Canada for orders received before 2 p.m.

## Service You Can Count On

- Prevost Action Service System (PASS), you have 24/7 access to immediate call center assistance.
- Prevost Technical Institute (PTI) offers customized online and in-person training to meet your needs.
- Uptime Solutions to support your operations including service contracts, block of hours programs, Services Assist, technical publications.

**PREVOST**  
THE ULTIMATE EXPERIENCE

[in](#) | [f](#) | [t](#) | [v](#) | [i](#) @PrevostCoach | [prevostcar.com](#)

© 2023 All rights reserved. "Prevost", the Prevost logotype, Prevost model designations and all other Prevost related marks, images and symbols are trademarks, registered trademarks and/or exclusive properties. † All other trademarks are property of their respective owners.



**H3-45** | Specification

**PREVOST**  
THE ULTIMATE EXPERIENCE

### General

Standard seating capacity	56
Length, overall (ft./m.)	45/13.72
Wheelbase (in./m.)	314/8.0
Width, overall (in./m.)	102/2.59
Height, overall (in./m.)	146.25/3.72
Floor-to-ceiling height (in./m.)	77/1.96
Swap & plug removable wheelchair lift - regular or high capacity	Optional
Underfloor luggage compartment volume w/o WCL (ft.3/m.3)	460/13.03
Underfloor luggage compartment volume w/ WCL (ft.3/m.3)	430/12.18
Storage capacity, overhead (ft.3/m.3)	117/3.31
Central pneumatic door locking system	Standard
Escape hatches	Standard
Roof hatch w/ ventilator	Optional
Overhang-front-rear (in./m.)	75-108.3/1.9-2.75
Turning radius w/ rigid suspension (ft./m.)	45.4/13.8
Turning radius w/ IFS (ft./m.)	41.6/12.6
Prevost frameless thermopane side windows	Standard
Stainless steel integral structure	Standard
Low-alloy/high tensile steel subframe	Standard
Reinforced fiber composite outer shell	Standard
Fuel tank w/ filler neck-both sides (US gallons/litres)	222/840
DEF tank capacity (US gallons/litres)	15/60
Wet weight, w/ std. transmission (lb./kg.)	39,468/17,940
Gross vehicle weight rating (lb./kg.)	53,000/24,040
Gross vehicle weight rating (lb./kg.) w/ super single tire	52,200/23,678
Automatic engine fire suppression system	Optional
Tire pressure monitoring system	Standard
Electronic Stability Program (ESP)	Standard
Prevost Driver Assist	Optional

### Engine/Transmission

EPA and CARB compliant Volvo D13 engine 435HP w/diesel particulate filter, selective catalytic reduction	Standard
Torque 1700 (lb./ft.) (2300 NM) at 1100 rpm	Standard
Allison world, 5th generation w/ FuelSense 2.0, 6-Speed auto. trans.	Standard
Drive axle ratio	3.58/3.91
Electric air intake preheater	Standard
Prevost electric engine cooling package	Standard
Cruise control	Standard
Engine brake (on all cylinders)	Optional
Allison hydraulic transmission retarder	Optional
Driver electronic message center display	Standard
Fuel pro 386 fuel filter	Optional

### Tires and Wheels

Michelin® 315/80 R22.5 (all wheels)	Standard
Steel wheels	Standard
Michelin® wide platform XDN 455/55R22.5 on drive axle w/ Michelin 365/70R22.5 on front & tag	Optional
Polished aluminum wheels w/ Durabright® finish	Optional

### Brakes

All-wheel disk brakes w/ antilock braking system (ABS)	Standard
Parking brake booster (drive)	Standard



## Electrical

24-V main system/12-V exterior lighting	Standard
Energy Management System	Standard
3X 24-V/150-A alternators	Optional
Dual brushless alternators 24-V/250-A	Standard
12/24-V cut-off relay switches	Standard
12-V maintenance-free AGM batteries	4
100-A battery equalizer	Standard
Stop, tail, marker lights & turn signals	LEDs
Cornering and docking lights	Standard
Front and rear clearance lights	LEDs
Perimeter lights (3 on each side)	Optional
Battery charger	Standard
Fully multiplexed electrical system	Standard
Prevost Liaison 4G / Remote Diagnostics	Standard
Electronic Logging Device (ELD) interface	Standard
Intelligent Sleeping Mode (ISM)	Standard

## Interior

ISRI adjustable driver seat (fully pneumatic)	Standard
USSC ALX3 3pt driver seat	Optional
Prevost CloudOne seat	Standard
Amaya ALPHA/A220 & Sigma seat	Optional
Luxurious seating	Optional
2 + 1 seating configuration	Optional
Welded rail system is compliant w/ seat belt static pull test – FMVSS/210	Standard
Retractable tray tables, aircraft-type	Optional
Adjustable individual reading lamps	Standard
Open parcel racks, w/ carpeting, lights	Standard
Enclosed parcel racks, aircraft-type w/ carpeting, LED lights	Optional
Passenger chime button/seat identification	Standard
Passenger side window blinds	Optional
Driver's electric scissor window blinds	Standard
Lavatory	Standard
Auxiliary lavatory holding tank	Optional
Lavatory waste tank heating system	Optional
Direct and indirect lighting all LEDs StandardFully multiplexed electrical system	Standard
RGB interior lightning	Optional



## Mirrors and Headlamps

Aerodynamic electrically-controlled heated chromed mirrors with integrated signals	Standard
E-mirrors	Optional
LED headlamps low & high beams	Standard
LED fog lights (Qty: 4)	Optional

## Electronics and Entertainment Systems

Prevost AM/FM receiver	Standard
Navigation system	Standard
Premium sound system	Optional
PA system	Standard
Tour guide microphone (CB type)	Standard
Wireless microphone	Optional
15" HD wide-screen monitors	Optional
Radio controls on steering wheel	Standard
Satellite ready AM/FM receiver (XM/Sirius radio)	Optional
DVD player	Optional
Individual headsets w/ plug-ins	Optional
Scenic view camera	Optional
Destination sign	Optional
Back up camera	Optional
Backeye®360 surrounding cameras	Optional
AV panel w/ audio Jack, HDMI Port, USB Port	Optional
110V outlets w/ USB, w/ optional second 1800w Inverter (the number of outlets installed)	Optional
WIFI system	Optional
Auxiliary video ready (for aftermarket satellite TV)	Optional
Onboard entertainment system	Optional
Multimedia entertainment system w/ wireless internet	Optional

## Heating and air Conditioning

BOCK compressor	Standard
Type of refrigerant	R-134A
Integrated A/C to individually adjustable overhead outlets	Optional
A/C auxiliary system w/ 2-ton compressor (flowing through overhead individual outlets)	Optional
Auxiliary heater (100,000 BTUs)	Optional

## Steering and Suspension

Steering wheel w/ Integrated controls	Standard
Tilt and telescopic steering wheel	Standard
Integral power steering	Standard
Wide-stance tuned suspension	Standard
Low/high buoy system	Optional
Independent front suspension	Optional
Kneeling front suspension	Optional
Liftable tag axle	Optional
Automatic tag axle unload	Standard



**PREVOST.**

# WARRANTY POLICY

PREVOST VEHICLES

# **WARRANTY POLICY FOR ALL PREVOST VEHICLES**

# 01 TERMS OF COVERAGE

## 01.1 LIMITED WARRANTY

Prevost, a division of Volvo Group Canada Inc. or Prevost Car (US) Inc. (hereinafter outlined as “Prevost”) provide this limited warranty, which applies to the first retail purchaser and to any subsequent owner during the WARRANTY PERIOD of new PREVOST coaches delivered on or after January 1st, 2016 (Sold in the United States (including Hawaii and Alaska) and Canada). This limited warranty applies to motorcoaches as well as converted coach shells.

## 01.2 DEFECTS

This warranty covers coach REPAIRS to correct any malfunction occurring during the WARRANTY PERIOD resulting from defects in material or workmanship under normal use and service. The warranty applies under the condition that Prevost is given full access to all electronic data in the Electronic Control Modules.

## 01.3 REPAIRS

To obtain warranty repairs, you must request needed repairs within the WARRANTY PERIOD from a Prevost Service Center or Service Provider (a complete list of Prevost’s Service Providers can be found at [www.prevostcar.com](http://www.prevostcar.com)).

Only new genuine parts or remanufactured parts or components supplied or approved by Prevost will be used. Prevost may, at its discretion, replace rather than repair components. A reasonable time must be allowed to perform the warranty repair when the coach is brought to the Service Center.

In the event that it would not be possible to bring the coach to a Prevost Service Center, the warranty repairs (except for engine or transmission failures) may be performed by the owner’s maintenance organization or by a service shop. Labor will be reimbursed according to the current Prevost approved rate, reasonable repair times will be allowed and parts costs will be reimbursed with reference to the current Prevost parts price list. Warranty repairs do not constitute an extension of the original warranty period for any part replaced under warranty. Warranty consideration can only be given if the deficiency is brought to the attention of an authorized Prevost Service Center or Service Provider upon discovery and the coach must be made available, in a timely fashion during the coverage period, for repair.

Valid warranty claims must be filed and sent to Prevost’s warranty department within 30 days of the failure date. (Please contact Prevost’s warranty department to obtain complete claim processing instructions.)



## 01.4 PAINT/BODY DEFECTS/SIDE WINDOWS

### Paint / Body defects:

Authorization from Prevost is required PRIOR to the performance of any warranty paint/body repairs on a coach. Pictures of defects and a detailed estimate of repair are required for prior approval from Prevost. Prevost reserves the right to inspect the repairs upon completion. Warranty payments are subject to such inspection conditional that the repairs are performed within factory specifications.

### Side windows:

Replacement of fogged or unsealed side windows requires prior approval from Prevost.

## 01.5 WARRANTY PERIOD AND LIMITATIONS

Subject to the warranty limitation schedule below, the basic WARRANTY PERIOD begins on the date the coach is delivered to the first retail purchaser and is valid for a period of 24 months/unlimited mileage. All coverage is 100% parts & labor unless otherwise specified.

Notwithstanding the foregoing, any coach used for a commercial purpose shall be subject to the warranty limitation set forth below, including the following warranty limitation schedule:

WARRANTY LIMITATION SCHEDULE	6 MONTHS UNLIMITED MILEAGE	12 MONTHS 250 KM/155 MI.
Front windshields (stress crack only)	X	
Side windows (shattering or stress cracks)	X	
Lavatory pump		X
Engine batteries	X	
Propeller shaft, u-joints		X
Steering damper		X
Suspension shock absorbers and bushings		X
Suspension height control valves		X
Baggage and engine door gas cylinders		X
Rear view mirror		X
Sun shades		X
Brake rotors, caliper pins, bushing, rubber boots		X
Auxiliary alternator (12 volts)		X

Service adjustments on any coach used for a commercial purpose, including but not limited to tire balancing, wheel alignment, headlamp adjustment and adjustment of entrance, baggage and service doors are covered for a period of 3 months/unlimited mileage.

For the purposes hereof, any use of a coach that is not purely recreational, and more specifically but without limitation, any rental or timeshare use, shall be deemed as a commercial use and shall give rise to the warranty limitation set forth above. A conclusive presumption that your coach has been used for commercial purposes arises if you or a business have filed a federal, state or provincial tax form claiming any business tax credit or benefit related to the coach.

Notwithstanding the foregoing, this warranty does not cover Volvo built powertrain components, such components being covered under their own specific warranties.

## **01.6 SERVICES SUPPLIES**

The cost of service supplies such as coolant, oil, refrigerant and filters which are not reusable due to needed warranty repairs is covered by this warranty.

## **01.7 PARTS SHIPPING CHARGES**

Subject to Prevost's approval, the cost to ship parts by special delivery from a Prevost parts distribution center to a repair facility where a coach needs emergency warranty repairs to be drivable is covered by this warranty.

---

## **02 THIS WARRANTY DOES NOT COVER:**

### **02.1 REPAIRS DUE TO ACCIDENTS, MISUSE, MAINTENANCE, ETC.**

Repairs and service adjustments caused by accident, misuse, negligence, abuse, non-authorized modifications, damage, industrial fall-out, use of parts not supplied by Prevost, lack of required maintenance, use of improper fuel, oil lubricants, refrigerant or coolant, failure to perform modifications as required by Prevost Service Bulletins within the time limit prescribed in such bulletins, excessive speed and fire and non OEM equipment installation, defect/fault having become aggravated due to the failure by the driver to take immediate

and appropriate action after such time as the defect/fault became known to the driver or after activation of the coach’s warning indicator system, are not covered by this warranty. For the purposes hereof, proof of proper maintenance and use of proper fuel, oil, lubricants, refrigerant and coolant are the responsibility of the owner.

This warranty does not cover the parts and labor required in the normal maintenance and servicing of the coach including all fluids and lubricants, filters, fan belts, bulbs, fuses, wiper blades, brake and clutch friction material and any parts and equipment which must be replaced as a result of normal wear, tear or non-authorized modification, disassembly or rework.

**02.2 CORROSION**

CORROSION due to accident, damage, abuse, vehicle alteration, use of non automotive chemicals to clean the coach and industrial fall-out are not covered by this warranty.

**02.3 VENDOR / SUPPLIER WARRANTIES**

The following components/systems are covered directly by their respective manufacturers. For technical or warranty support throughout North-America, please call the numbers below:

MANUFACTURER	PHONE NUMBER
Allison Transmission (Automatic Transmission)	1-800-524-2303
Valid Manufacturing Ltd. (Slide outs)	1-250-832-6477
Tires (All brands)	Local tire supplier

**02.4 VEHICLE CONVERSION**

This warranty does not cover the material or workmanship that forms part of the conversion of the shell into a Motorhome, such items being covered by the warranty issued by your vehicle’s converter.

**02.5 OTHER EXPENSES**

This warranty does not cover any economic loss, including without limitation, communication expenses, meals, lodging, loss of use of the coach, loss of revenue, coach replacement charges, towing, loss of time, inconvenience, cargo damage, overtime premium, mileage, shop supplies, hotels or any other cost or expense resulting from a defect covered by this warranty.

## **02.6 SPECIAL OPTIONS / EQUIPMENTS /SLIDE OUTS NOT MANUFACTURED BY PREVOST**

Special options OR equipments requested by the customer and not part of Prevost's new coach option list although installed by Prevost, are excluded from this warranty policy. Only Prevost's approved new coach options that are part of Prevost's new coach option list are covered under this warranty. Warranties for any other special option/equipment must be handled directly with their respective manufacturer.

Notwithstanding the provisions set forth hereinabove, warranties for slide outs not manufactured by Prevost must, in all instances, be handled directly with their respective manufacturer.

## **02.7 PROGRESSIVE DAMAGE**

Damages due to failure of owner to take reasonable precautions to mitigate damage are not covered. Damages to covered part due to failure of non-covered part are not covered. Coverage is limited to failure of covered part directly causing failure of non-covered part, where owner took reasonable precautions to mitigate damages.

## **02.8 ODOMETER READING**

Any coach in which the odometer has been disconnected or the mileage reading has been altered and the coach's actual mileage cannot be readily determined is not covered.

## **02.9 OTHER LIMITATIONS**

TO THE EXTENT PERMITTED BY LAW, PREVOST DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT SUCH A DISCLAIMER IS NOT ENFORCEABLE, ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. THE PERFORMANCE OF REPAIRS IS THE EXCLUSIVE REMEDY UNDER THIS WARRANTY. NO PERSON IS AUTHORIZED TO MODIFY THIS WARRANTY OR TO ASSUME ANY OTHER LIABILITY ON BEHALF OF PREVOST UNLESS THIS MODIFICATION IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF PREVOST. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE OBLIGATIONS OF PREVOST SHALL NOT EXTEND BEYOND THE OBLIGATIONS EXPRESSLY UNDERTAKEN HEREIN AND PREVOST SHALL HAVE NO LIABILITY OF RESPONSIBILITY TO THE PURCHASER OF THE COACH OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.



**PREVOST.**  
THE ULTIMATE CLASS

[prevostcar.com](http://prevostcar.com)



**PREVOST.**  
THE ULTIMATE EXPERIENCE

# REVOLUTIONIZING THE DRIVING EXPERIENCE

## Prevost eMirrors

### Innovative technology improving motorcoach safety

- Stand-alone electronic mirror system replaces traditional mirrors with cameras and monitors
- Minimizes blind spots and increases drivers' field of view
- Improves fuel economy by up to 3%
- Eliminates mirror vibration
- Boosts driver confidence with on-screen rear distance perception lines
- Adjusts automatically based on current light conditions allowing drivers to see clearly even in pitch-black environments and reducing driver fatigue
- Allows drivers to maneuver in tight spaces with ease eliminating the risk of broken mirrors

Contact your Prevost representative for more information.



# Prevost – Michelin Exclusive Tire



# Michelin Tires For Prevost Coaches

**The proper tire combination can bring substantial fuel savings which adds directly to the operator's bottom line.**

Fuel consumption is affected by three areas:

- Mechanical losses
- Aerodynamic drag
- Rolling resistance.

Prevost is the only manufacturer who provides customers a choice of fuel efficient tire options. Michelin produces energy saving tires that add to an operator's bottom line through fuel efficiency by reducing rolling resistance, a key contributor to fuel consumption.

The Michelin XZA2 Energy, XZA and the X One XDN2 can be used in combination to achieve fuel efficiency for an estimated annual savings of \$905.76 - \$1,710.37.

Fuel efficiency, combined with Michelin's renowned handling & responsiveness and outstanding traction & lateral control, present a winning option!

Prevost and Michelin help operators increase their bottom line, offering long tire life, keeping passengers safe and reducing the carbon footprint of motorcoaches – what more could you ask for?

# Fuel Savings For Customers

## Applies savings directly to the operators bottom line

- The right combination of tires can reduce the rolling resistance for a significant fuel savings
- Rolling resistance consumes 20% of total fuel
- Reduce rolling resistance by 5% and achieve a 1% reduction in fuel consumption
- Reduced wheel end weight: **200 lb / axle – 418 lb in all**
- Customer have stated improved fuel economy by at least 3% minimum and greater

## FUEL SAVINGS

The right tire combination can bring substantial savings directly to your bottom line.

Fuel Price/Gal        \$3.00

Miles per year        70,000

Assumption: Tires account for 20% of total fuel consumption.

Scenario	Size	Steer	Drive	Tag	MPG	\$/Year	Annual Savings
1**	315/80R22.5	XZA-1	XZA-1	XZA-1	6.00	\$35,000.00	
2	315/80R22.5	XZA2 Energy	XZA2 Energy	XZA2 Energy	6.21	\$33,813.56	<b>\$1,186.44</b>
3	365/70R22.5 & 315/80R22.5	XZA	XZA2 Energy	XZA	6.28	\$33,457.12	<b>\$1,542.88</b>
4	365/70R22.5 & 455/55R22.5	XZA	X One XDN2	XZA	6.16	\$34,094.24	<b>\$905.76</b>
5	365/70R22.5 & 455/55R22.5	XZA	X One XTE	XZA	6.31	\$33,289.63	<b>\$1,710.37</b>

\*\* Scenario #1 at 6.00 mpg serves as the basis for comparison for Scenarios 2 - 5  
\$/year amounts are estimated using \$3.00/gallon and 70,000 miles/year.



# Other Substantial Benefits

## Improve tire wear and handling

- Unique designs combat the irregular wear in highway service
  - Combine tires across the Steer, Drive and Tag axles for longer tire life
- Michelin® XZA2® Energy, XZA® and the X One® XDN®2 tires are engineered with safety in mind
  - Exceptional handling and responsiveness
  - Traction and lateral control are increased with specific designs

## Environmentally friendly

- Reduction in rolling resistance offers real savings in fuel consumption which helps reduce the motorcoach's carbon footprint

## Better ride, easier maintenance and less weight

- Smooth, quiet and stable ride: **12% increase of comfort - better than duals**
- Improved vehicle stability : **7% better handling than duals (reduction of roll angle)**
- Easier tire maintenance: **no inside duals to check**
- Reduced wheel end weight: **200 lb / axle – 418 lb in all**

# Michelin Tires Offered On Prevost Coaches

## MICHELIN® XZA2® ENERGY

**Fuel-efficient, all-position radial designed for long life in highway steer axle service**

- Unique intermediate rib design helps combat the onset of irregular wear in highway service
- Exceptional handling and responsiveness through optimized shoulder design
- Traction and lateral control offered by miniature sipes and variable groove angles



### MICHELIN® XZA2® ENERGY

Size	315/80R22.5
Tread Depth/23nds	17
Max. Speed*/mph	75

## MICHELIN® XZA®

**Fuel-efficient, all-position radial designed for long life in highway steer axle service**

- Advanced Technology™ compounding helps reduce rolling resistance promoting low fuel consumption in balance with mileage, durability and casing endurance
- Over 7,000 trapezoidal micro sipes on groove edges help break water surface tension to promote traction on wet and slippery surfaces
- Load carrying capacity 10,500 lbs/tire



### MICHELIN® XZA®

Size	365/70R22.5
Tread Depth/23nds	19
Max. Speed*/mph	75

## MICHELIN® X ONE® XDN®2

**Michelin's longest-wearing, best traction X One® drive tire for highway and regional operations.**

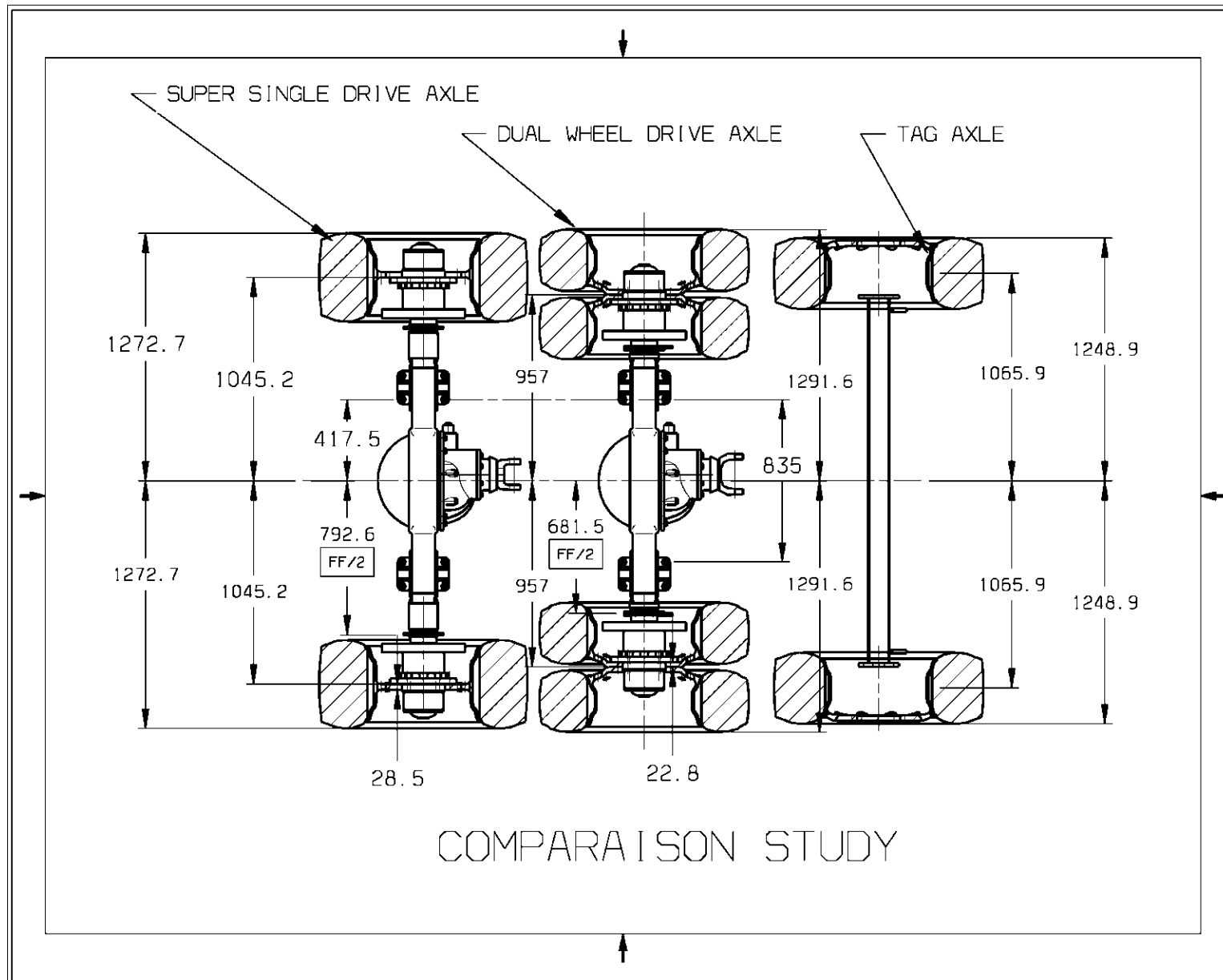
- Engineered to replace duals
- Weight savings of approximately 371 lb. when compared to the MICHELIN® XDN®2 tire
- Extra wide tread width for excellent stability and long wearlife
- Open shoulder design helps provide exceptional traction on dry, wet and snow covered surfaces



### MICHELIN® X ONE® XDN®2

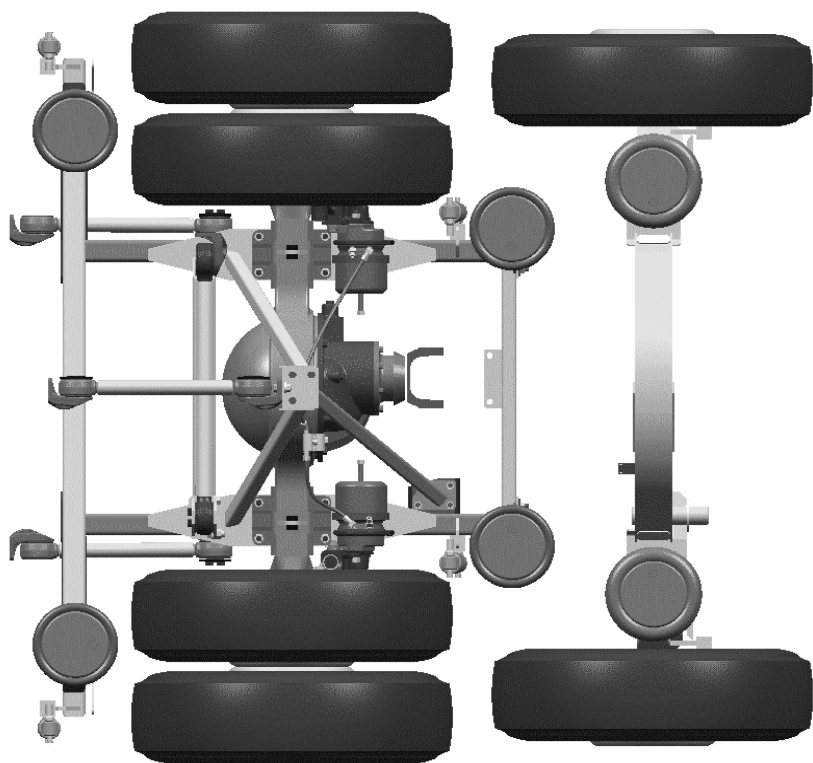
Size	455/55R22.5
Tread Depth/23nds	27
Max. Speed*/mph	75

# Comparison

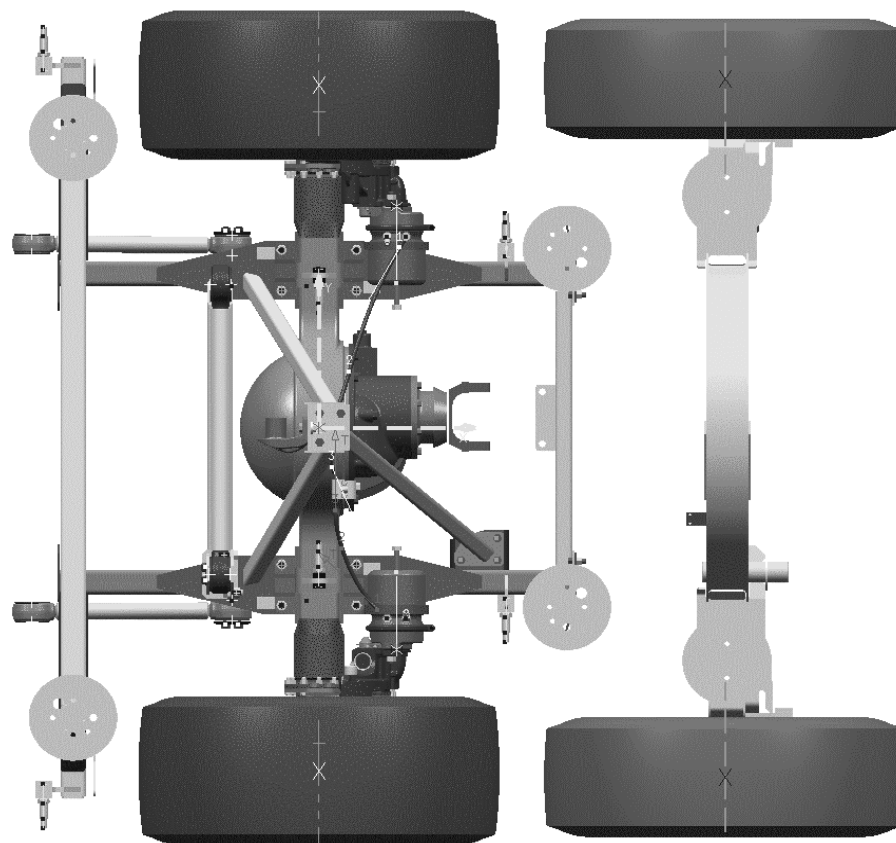


## Comparison Con't

### Dual Wheel Drive & Tag Axle Configuration



### Super Single Drive & Tag Axle Configuration



# Tire Failure

Michelin has completed extensive vehicle handling / stability testing under sudden failure conditions (both tires).

## The Result ?

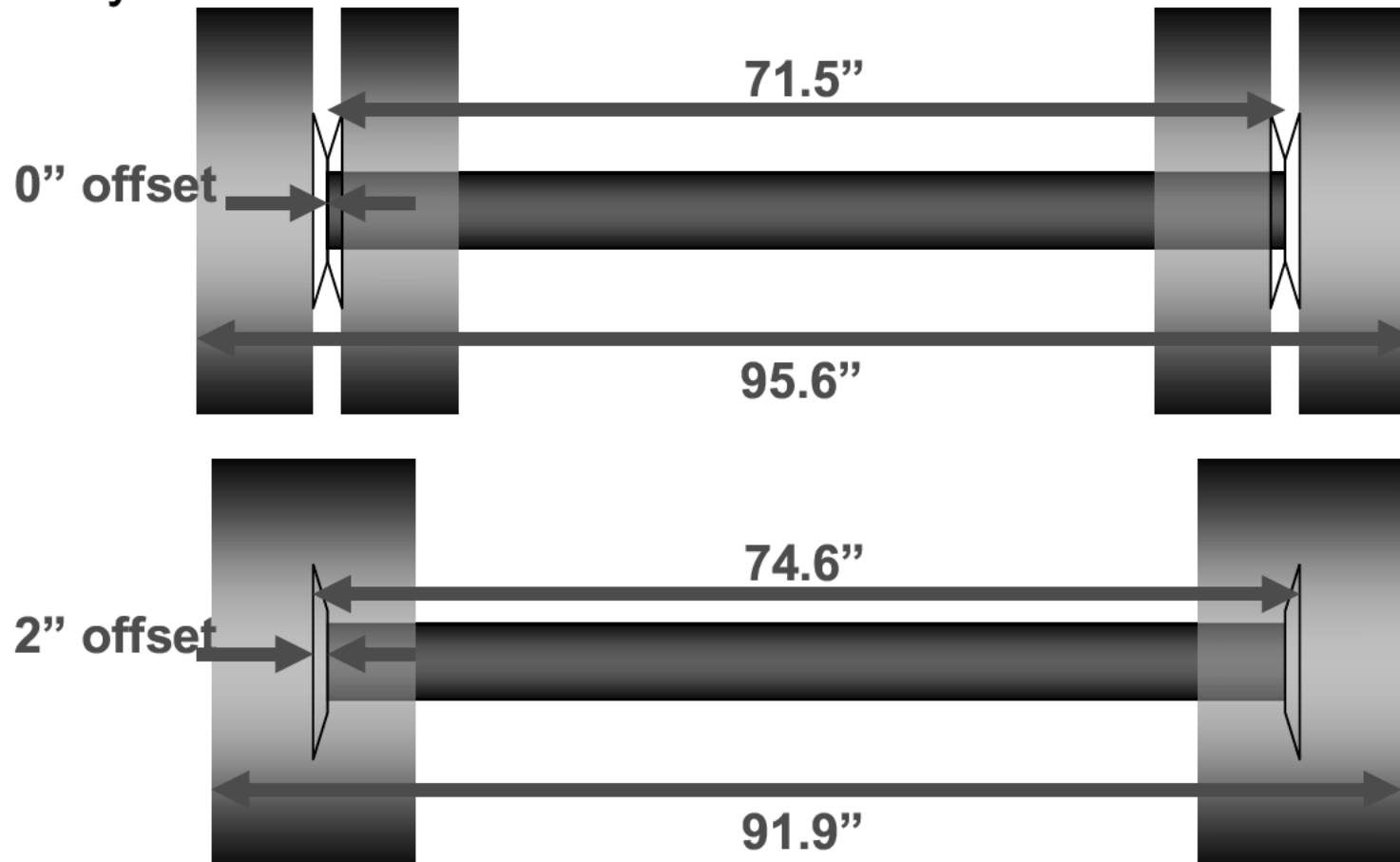
No adverse handling or sudden change in directional stability.

- If the 455 tire must be replaced, a speed restriction of 55 mph will apply to the 365 spare.



# What about stability?

Note that the X One wheel (2" offset) reduces the O/A width by app 3.7" yet actually increases the track width of the axle by over 4" for increased stability.



Data from Hendrickson suspension



**PREVOST**  
THE ULTIMATE EXPERIENCE

# Prevost Driver Assist™

Prevost Driver Assist fully integrates radar, camera and brake technologies for motorcoach applications. The data from these technologies work together, gathering and sharing information, functioning simultaneously to create driver assistance aimed at reducing incidents and lowering operational costs.

## Driver Assist Integrates:

- Adaptive Cruise Control w/ Braking (ACB)
- Following Distance Alerts (FDA)
- Frontal Collision Mitigation (FCM)
- Stationary Vehicle Braking (SVB)
- Lane Departure Warning (LDW)
- Heads Up Display (HUD)



# Prevost Driver Assist™

## THE ULTIMATE IN SAFETY

### ■ FRONT COLLISION MITIGATION (FCM)

Always on at speeds above 15mph



Automatically applies the brakes to mitigate, or potentially prevent, a potential collision with a forward moving vehicle.

**Stationary Vehicle Braking (SVB):** Can alert the driver up to 3.5 seconds before impact and apply vehicle brakes if the large, stationary, in-lane object is identified as a licensed motorized vehicle.

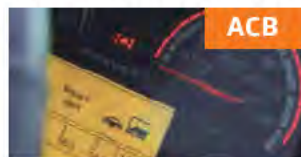
#### **ALERTS:**

Audio and visual alerts in the gauge cluster (impact alert)

**Heads-Up Display (HUD):** LED strip display on the windshield when impact alerts are active



### ■ ADAPTIVE CRUISE CONTROL WITH BRAKING (ACB - PREVOST AWARE)



Active when cruise control is set

Reduces throttle, engages engine retarder and applies foundation brakes to help

the driver maintain a set following distance behind the vehicle in front

#### **ALERTS:**

Following distance alert above 37 mph (0.5 sec interval between the car in front)

### ■ LANE DEPARTURE WARNING (LDW):

Always on above 37 mph



Dashboard activation switch for ON/OFF (for 15 minutes)

#### **ALERTS:**

Visual and audible sound alert the driver to unintentional lane departure

Left or right lane departure imminent alert. Audio alert = same sound as a turn signal engaged

### ■ ELECTRONIC STABILITY PROGRAM (ESP)

The Prevost ESP continuously monitors wheel speed, steering angle, lateral acceleration and yaw, and then – as needed – can apply individual wheel's brakes instantaneously to help maintain vehicle control and reduce the risk of rollover.

#### **ALERTS (ALWAYS ON):**

- **Alert Prioritization:** Only the most critical alert is sounded to the driver to minimize distractions during potentially severe events.
- **Following Distance Alert:** When the cruise control is set, visual and audio alerts will appear in the gauge cluster.





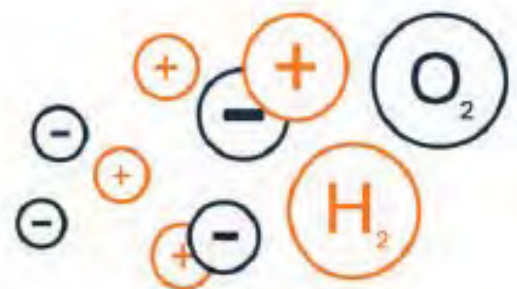
**PREVOST**  
THE ULTIMATE EXPERIENCE

# SANITIZING SURFACES AND CLEANING THE AIR.

ENVIROCare GIVES CONFIDENCE  
TO GROUP TRAVEL.

Because the quality of air and the cleanliness of surfaces is a concern for today's riders, Prevost has introduced **ENVIROCare**, a system that naturally and automatically cleans and sanitizes contaminants, bacteria and viruses in the air and on surfaces throughout the cabin.

prevostcar.com





# ENVIROCARE **DUAL IONIZER FOR CONTINUAL AIR AND SURFACE SANITIZATION**

Prevost is always concerned with rider's safety and health. Today's social environment has changed the way we manage being in groups and group travel.

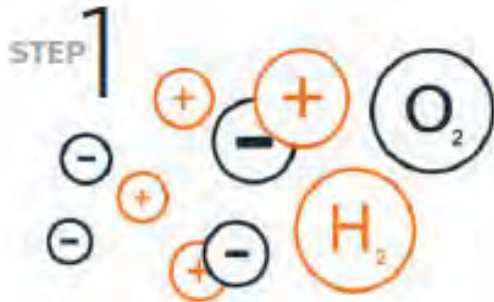
Riders should always take personal precautions such as washing or sanitizing hands frequently, wearing a mask in group settings and always face forward when riding together as a group.

Prevost coaches provide fresh air within the cabin every five minutes which minimizes airborne particle exposure. Additionally, Prevost has introduced a dual ionizer for cabin climate systems that can help to suppress and destroy viruses, bacteria and mold that is airborne or on surfaces.



# ENVIRO CARE DUAL IONIZER

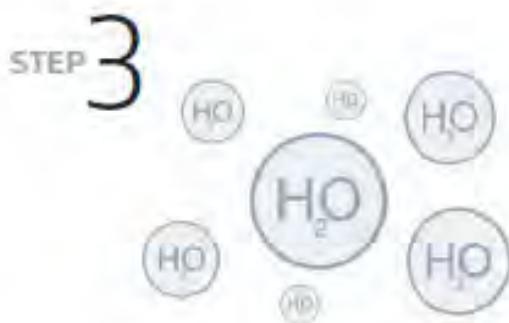
Prevost has worked with suppliers throughout the world to find the best solution to further sanitize the air, cabin's surfaces and protect passengers from airborne and surface contaminants. EnviroCare is a dual ionizer that uses positive and negative ions to pull apart airborne pollutants, thereby reducing the pollutants in the air.



Ions are released in the air. Positive and negative ions are produced using water and oxygen molecules.



Ions continuously decompose the pollutants, thereby reducing the concentration in both the air and on surfaces.



Ions turn into water vapor and return to the air.

Ion Performance Tests on Microorganisms  
\*Testing done in a closed laboratory setting

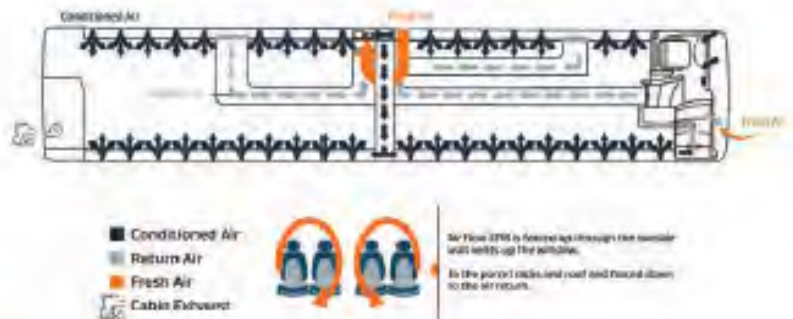
## AIR FLOW

Prevost leads the industry in air flow standards. All the air within the passenger cabin is filtered and refreshed every five minutes. All the air inside the coach is filtered every minute. Replenishing and filtering the air so often reassures passengers that they are not breathing contaminants from other sources.

Air from the evaporator fan is forced up through the side wall vents, up the window, to the parcel racks and roof, then forced down to the air return. Passengers can feel comfortable they are breathing fresh and filtered air.

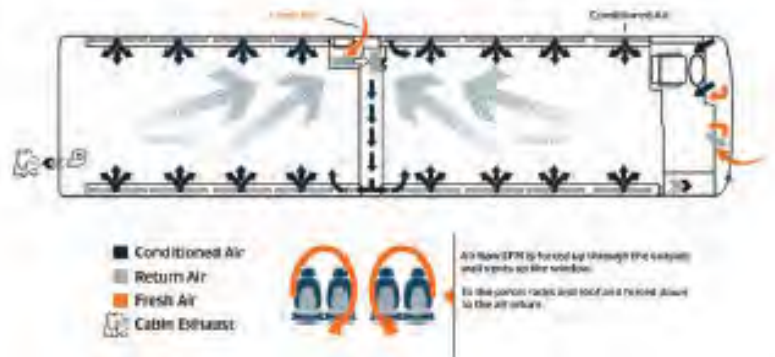
### H3-45 COACH

- H3-45 HVAC Air Circulation
- Approximately 2500CFM Air Flow
- 500CFM Fresh Air or Outside Air
- Cabin air is replaced every 5 minutes with fresh air



### X3-45 COACH

- X3-45 HVAC Air Circulation
- Approximately 2500CFM Air Flow
- 500CFM Fresh Air or Outside Air
- Cabin air is replaced every 5 minutes with fresh air

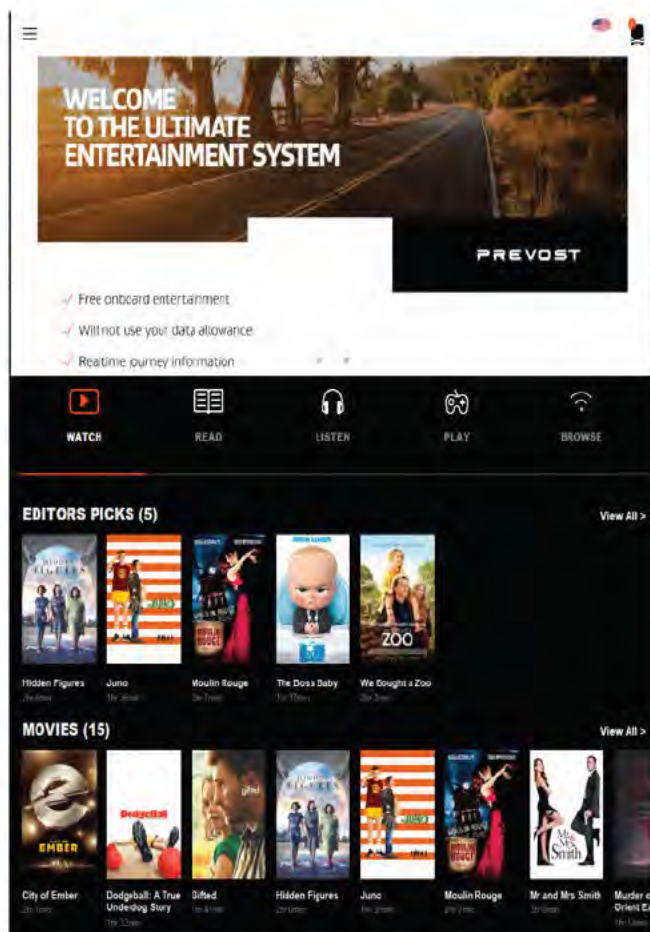


ICOMERA

**PREVOST**  
THE ULTIMATE EXPERIENCE

# LET US ENTERTAIN YOU

DELIVER THE ULTIMATE PASSENGER ENTERTAINMENT EXPERIENCE WITH EASE



- Premium onboard infotainment of the latest Hollywood movies, TV shows, games, eBooks, magazines, internet browsing on each passenger's personal smart device via wi-fi.
- Advanced, future-proof hardware can support multiple, resource-intensive applications simultaneously in a one-box solution capable of handling future connectivity needs.
- Patented, proven & reliable mobile connectivity with Prevost onboard wi-fi service using cellular networks to deliver internet connectivity straight to your passengers.
- Powerful cloud-based management software for ongoing monitoring and controlling data costs. Customized configuration allows delivery of safe content and control of bandwidth.
- 24/7 service & support by Prevost. As with all other aspects of your motorcoach, Prevost stands ready to support our ultimate entertainment system through our service desk.

**Contact your parts sales manager or a service center for a quote.  
Separate subscription and data plan required.**

Freight is prepaid for all ground shipments



© 2019 All rights reserved. "Prevost," the Prevost logotype, Prevost model designations and all other Prevost related marks, images and symbols are trademarks, registered trademarks and/or exclusive properties. \* All other trademarks are property of their respective owners.

PARTS CUSTOMER SERVICE CANADA P 800-463-8876 / PARTS CUSTOMER SERVICE UNITED STATES P 800-621-5519  
SERVICE CENTER LOCATIONS GO TO [WWW.PREVOSTCAR.COM](http://WWW.PREVOSTCAR.COM) TO FIND LOCATIONS, PHONE NUMBERS & HOURS OF OPERATION





# 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)**

**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](mailto: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:

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

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***

## ***TABLE OF CONTENTS***

I.	PURPOSE .....	Page	1 .....
II.	BACKGROUND .....	Page	1 .....
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION .....	Page	1 .....
IV.	STATEMENT OF NEEDS .....	Page	1-3 .....
V.	PROPOSAL PREPARATION AND SUBMISSION .....	Page	3-5 .....
VI.	EVALUATION AND AWARD CRITERIA .....	Page	5-6 .....
VII.	GENERAL TERMS AND CONDITIONS .....	Page	6-14 .....
VIII.	SPECIAL TERMS AND CONDITIONS .....	Page	14-20 .....
IX.	METHOD OF PAYMENT .....	Page	20 .....
X.	PRICING SCHEDULE .....	Page	20-20- .....
XI.	ATTACHMENTS .....	Page	26 .....
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		



## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide 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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

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



#### A. EVALUATION CRITERIA

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

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

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:

<b>Profession/Service</b>	<b>Limits</b>
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](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- 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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

- Q. 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: _____ _____	\$	
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 #
--------	-------------------	---------	---------------------------


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

<b><u>Zone 1</u></b> George Mason University (Fairfax)	<b><u>Zone 2</u></b> James Madison University (Harrisonburg)	<b><u>Zone 3</u></b> University of Virginia (Charlottesville)
<b><u>Zone 4</u></b> University of Mary Washington (Fredericksburg)	<b><u>Zone 5</u></b> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<b><u>Zone 6</u></b> Virginia Commonwealth University (Richmond)
<b><u>Zone 7</u></b> Longwood University (Farmville)	<b><u>Zone 8</u></b> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<b><u>Zone 9</u></b> 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	<b>300742- E&amp;G-</b>  <b>BUS HAS A CHECK ENGINE LIGHT ON GOES OUT TOMORROW PER DOUG 3/27/23</b>  <b>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</b>
23-424897	<b>300742 - E&amp;G - RODENT PROOF THE COOLANT HOSES THAT HAVE BEEN CHEWED ON.</b>
23-424758	<b>300742-E&amp;G-</b>  <b>1/4 BYPASS HOSE NEEDS TO BE REPLACED ( BLUE )</b>  <b>TEN</b>
22-420524	<b>300742 - E&amp;G - CUSTOMER STATES BUS HAS A HEADLAMP OUT.</b>  <b>RF 1/4/23- NO START</b>
22-420099	<b>300742 - E&amp;G - REQUEST TO DO REPAIRS ON LEFT AND RIGHT SIDE OF BUS AND REPLACE 2 SIDE LIGHTS. I WILL DO WORK IN HOUSE</b>
22-415204	<b>300742 - E&amp;G - 10.000 MILE SERVICE</b>  <b>TEN</b>
22-414761	<b>300742 - E&amp;G - SERVICE CALL NO START, SPORTS PARK</b>
22-410473	<b>300742 - E&amp;G - JUMP START BUST AT SOUTH MAIN</b>
22-404881	<b>300742 - E&amp;G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING</b>
22-403385	<b>300742 - E&amp;G - REQUEST TO HAVE TOP GUN TO REPAIR BACK OF BUS REPLACE BACK BUMPER AND PAINT RIGHT REAR SIDE</b>
22-403340	<b>300742 - E&amp;G - NO START AT SOUTH MAIN</b>
22-402668	<b>300742 - E&amp;G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL)</b>  <b>DO NOT USE BEFORE 6/1/22</b>
22-399280	<b>FUELING VEHICLES IN ZONE 3</b>
22-398717	<b>300742 - E&amp;G - REQUEST TO TAKE TO TOP GUN FOR BODY REPAIRS</b>
22-398490	<b>300742 - E&amp;G - BUS WILL NOT START AT SOUTH MAIN. CHARGER PLUG IS MELTED</b>
21-382725	<b>300742 - E&amp;G - 10.000 MILE SERVICE - TEN/ NO START AT MOTOR POOL</b>
21-381956	<b>300742 - E&amp;G - REQUEST TO HAVE REPAIRS DONE TO BUS DUE TO AN ACCIDENT</b>
21-378798	<b>300742 - E&amp;G - REPLACE LEFT TAG AXLE HUB CAPS AND COVERS DAMAGED AND MISSING</b>
21-371172	<b>300742 - E&amp;G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING</b>

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

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

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

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

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









742

JAMES MADISON UNIVERSITY





JAMES MADISON UNIVERSITY

742





JAMES MADISON UNIVERSITY

JAMES MADISON UNIVERSITY





JAMES MADISON UNIVERSITY

  
MOTOR COACH INDUSTRIES

VIRGINIA  
59-639S  
OFFICIAL STATE USE ONLY





**JMU**

JAMES MADISON UNIVERSITY

JAMES MADISON UNIVERSITY

MOTOR COACH INDUSTRIES

59-639S





JAMES MADISON UNIVERSITY

742





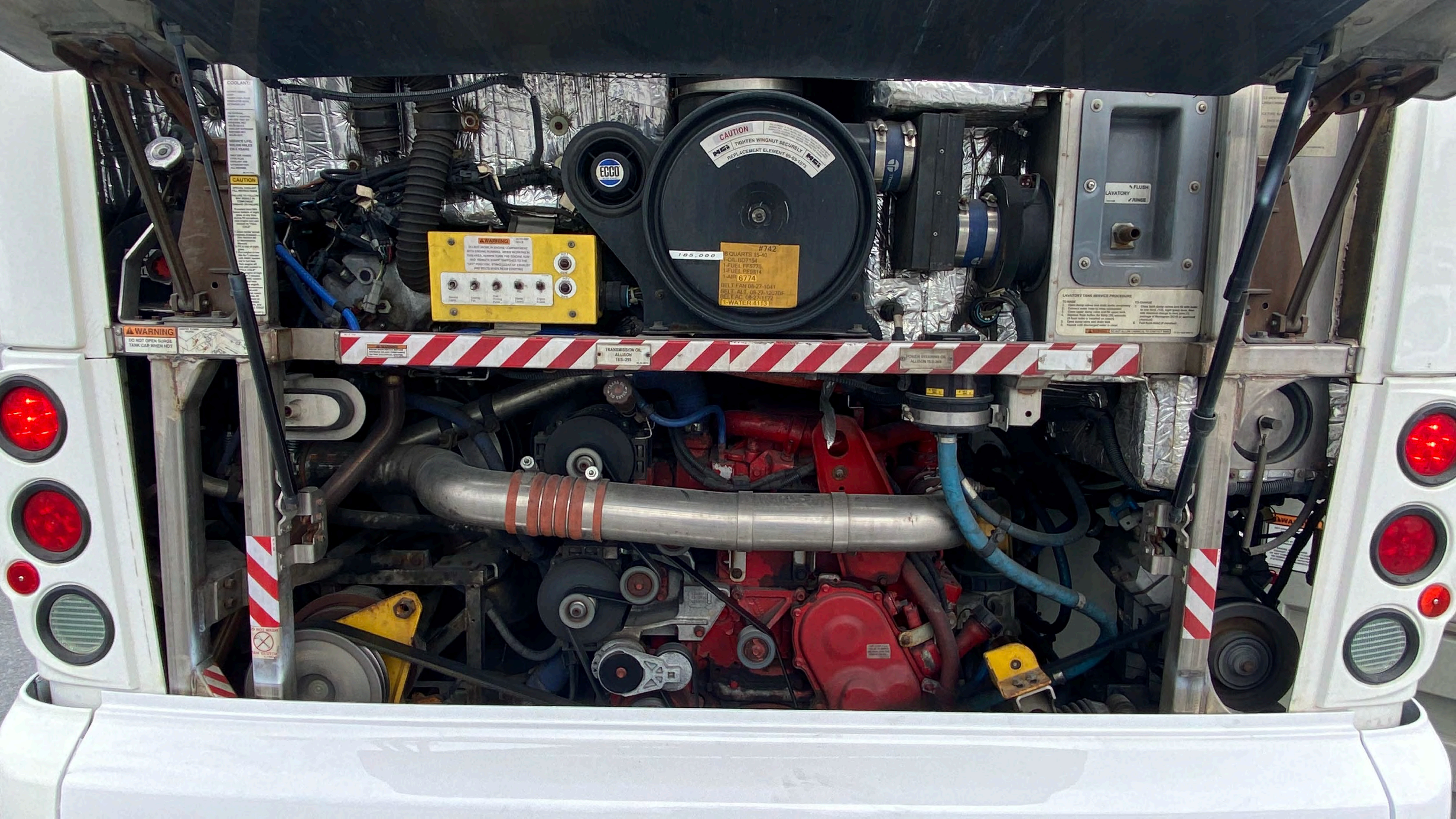
742

JAMES MADISON UNIVERSITY









COOLANT:

RESISTANCE LIFE:  
HOLDING MAINT  
ON 4 YEARS

CAUTION

DO NOT OPEN IN ENGINE COMPARTMENT  
WITH ENGINE RUNNING, WHEN INCREASE IN  
PRESSURE, ADVISE TANK THE ENGINE ALIVE  
AND REMOTE SHUT OFF SWITCHES TO THE  
LEFT OF THE ENGINE, STRONGER OF EXHAUST  
AND BELTS MUST BE REMOVED

WARNING  
DO NOT OPEN SURGE  
TANK CAP WHEN HOT

TRANSMISSION OIL  
ALLISON  
TES-200

POWER STEERING OIL  
ALLISON TES-200

FLUSH  
LAVATORY  
RINSE

LAVATORY TANK SERVICE PROCEDURE  
TO REMOVE  
1. Open drain valve and allow tank to empty.  
2. Connect water hose to drain connection.  
3. Open water drain valve and fill tank with  
water. Repeat this process for every 200 seconds.  
4. If tank is full, it will be replaced by a new  
one. Open drain valve and drain tank.  
5. Repeat until tank is empty.

TO CHANGE  
1. Open drain valve and allow tank to empty.  
2. Connect water hose to drain connection.  
3. Open water drain valve and fill tank with  
water. Repeat this process for every 200 seconds.  
4. If tank is full, it will be replaced by a new  
one. Open drain valve and drain tank.  
5. Repeat until tank is empty.



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

**WARNING**  
DO NOT REMOVE THE SAFETY BAR  
WHILE THE SYSTEM IS UNDER  
PRESSURE.  
DO NOT REMOVE THE SAFETY BAR  
UNTIL THE SYSTEM IS COMPLETELY  
DEPRESSURIZED.  
DO NOT REMOVE THE SAFETY BAR  
UNTIL THE SYSTEM IS COMPLETELY  
DEPRESSURIZED.

**IMPORTANT**  
SERVICE INFORMATION  
USE REFRIGERANT  
R-134a ONLY  
DO NOT MIX R-134a WITH OTHER  
REFRIGERANTS.  
DO NOT RECHARGE THE SYSTEM  
WITH R-134a IF THE SYSTEM IS  
NOT FULLY RECHARGED WITH  
R-134a.

**WARNING**  
DO NOT REMOVE THE SAFETY BAR  
WHILE THE SYSTEM IS UNDER  
PRESSURE.  
DO NOT REMOVE THE SAFETY BAR  
UNTIL THE SYSTEM IS COMPLETELY  
DEPRESSURIZED.  
DO NOT REMOVE THE SAFETY BAR  
UNTIL THE SYSTEM IS COMPLETELY  
DEPRESSURIZED.





742

EXIT







(P)

OPEN  
DOOR



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

DO NOT OPERATE  
COAST





Dashboard control panel featuring various buttons and a rotary knob:

- Top row: Four pairs of door lock/unlock buttons, a "TEST" button with a light icon, a light control knob with "OFF", "D", and "D" settings, a mirror adjustment button, a mirror adjustment button, and a mirror adjustment button.
- Second row: Two pairs of door lock/unlock buttons, a "PANEL" button, a rotary knob with "OFF", "D", and "D" settings, a mirror adjustment button, a mirror adjustment button, a mirror adjustment button, and a mirror adjustment button.
- Third row: A mirror adjustment button, a mirror adjustment button, a mirror adjustment button, and a mirror adjustment button.



Two black stereo units installed in the center console:

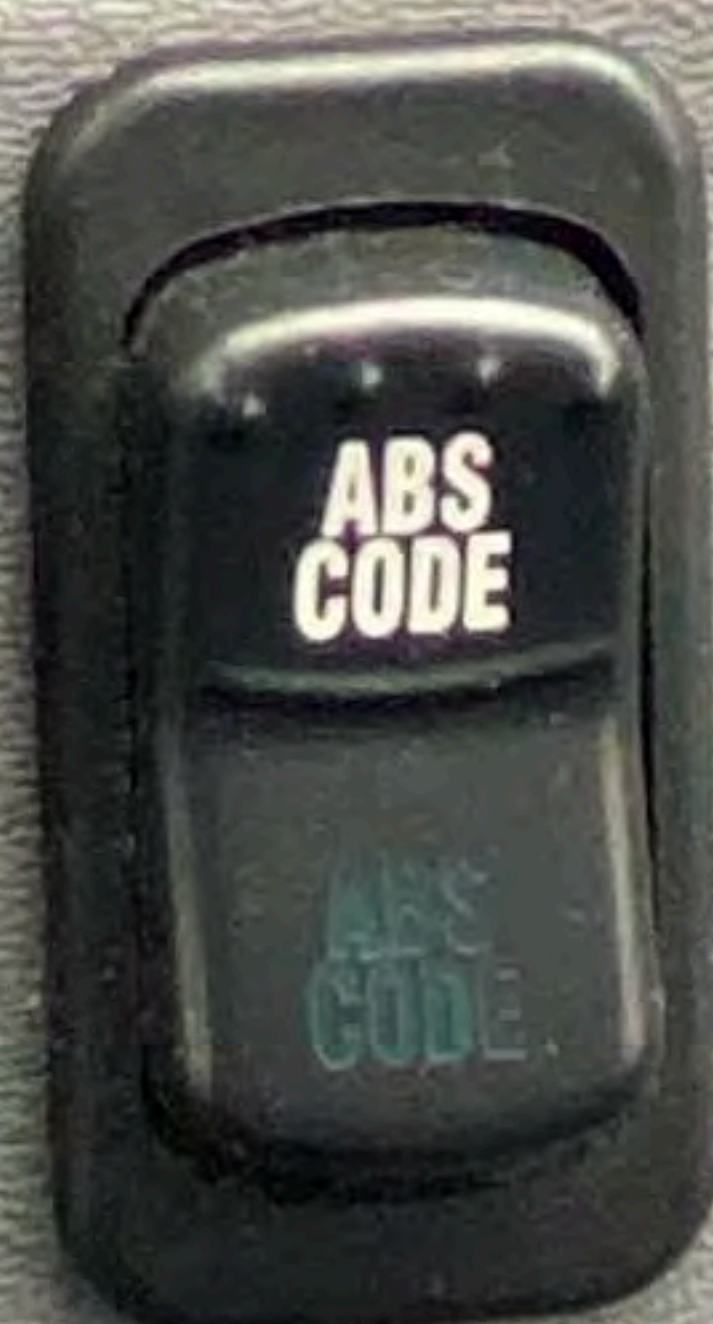
- Top Unit:** Features a "MUTE" button, a "PUSH SEL" knob, a "SRC" button, a digital display, and buttons for "DISP", "TA", "AP", "VDIR", "ADIR", "MODE", "BAND", "1", "2", "3", "4", "5", "6", "DISK", "ADISK", "MEM", and "SCAN".
- Bottom Unit:** Features a "MUTE" button, a "PUSH SEL" knob, a "SRC" button, a digital display, and buttons for "SRC", "P", "II", "I", "III", "VDIR", "ADIR", "MODE", and "DISP".

Diagram of a vehicle with height measurements:

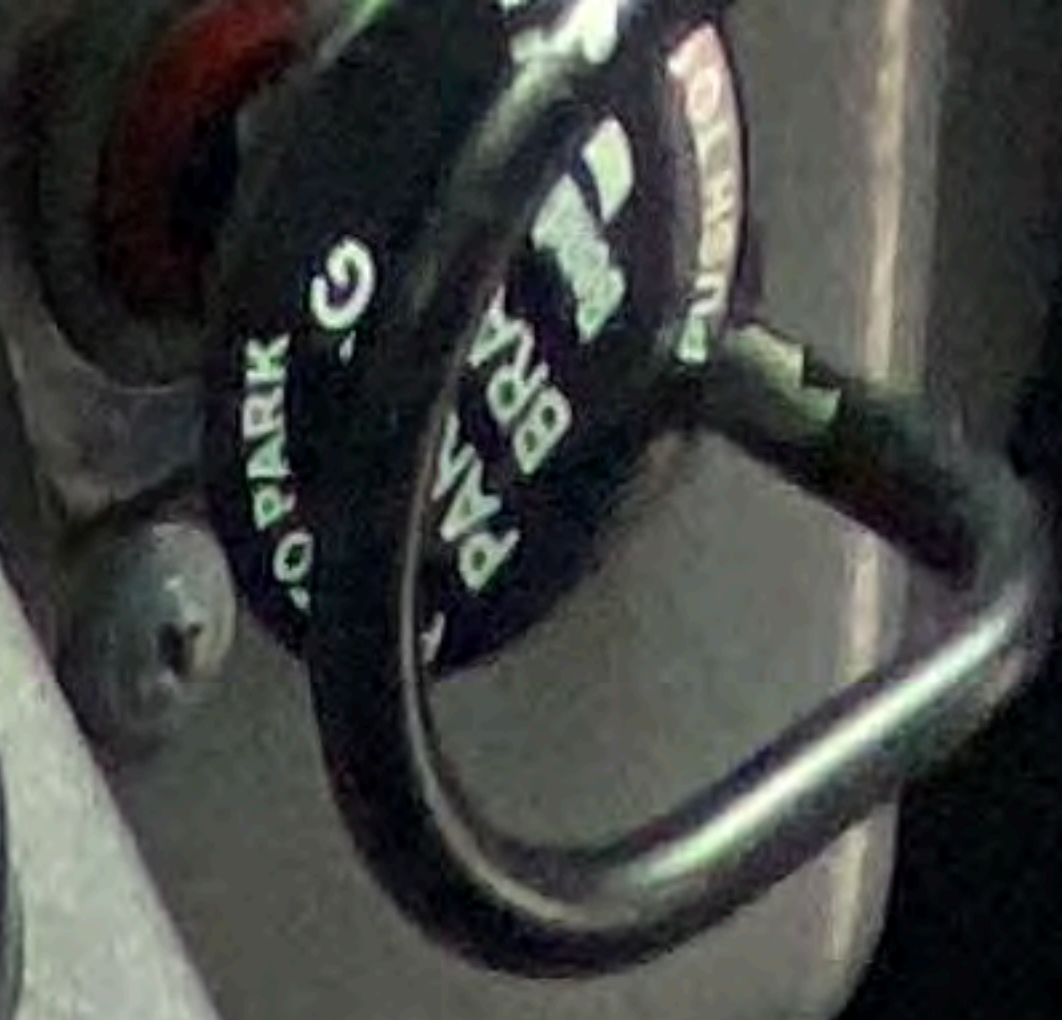
- 11' 10" (3.6m)
- 13' (3.9m)
- 03-15-2071

DO NOT OPERATE  
CACH BELOW  
(690) kPa  
03-15-107B







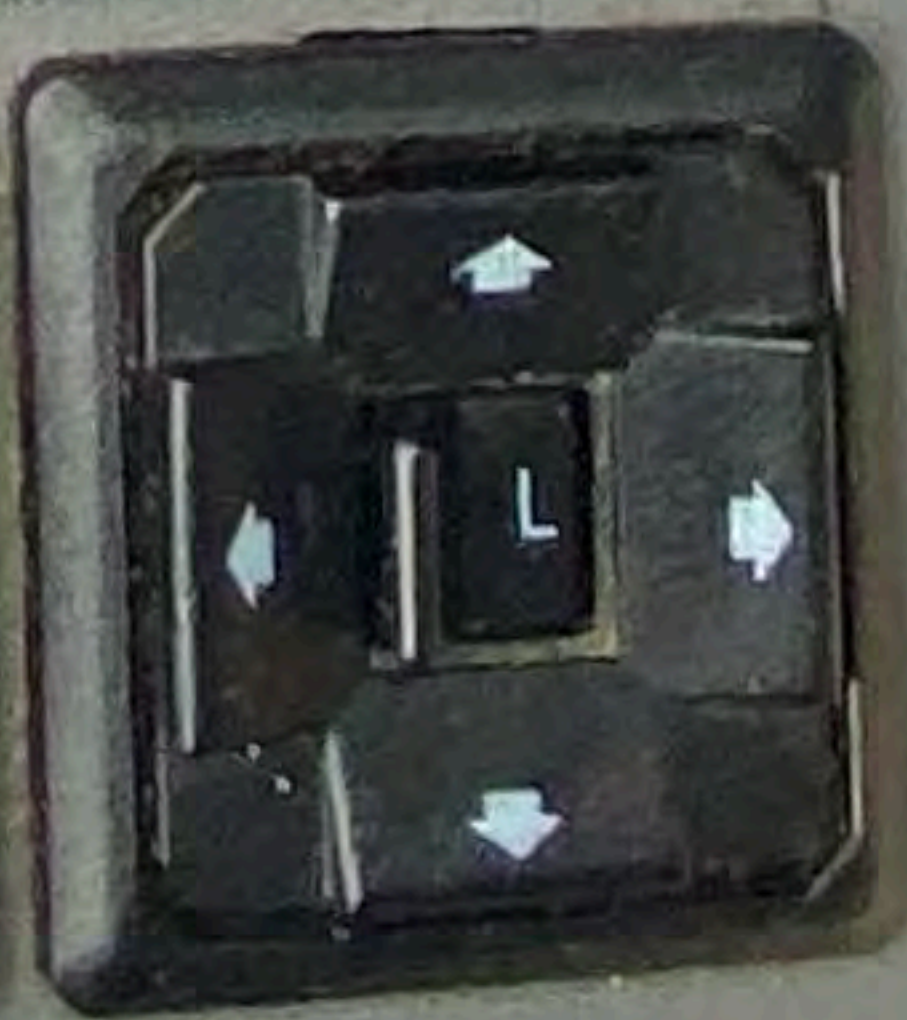


Control panel with a digital display and buttons.

Buttons: R, N, D, MODE, PERF, and directional arrows (up, down, left, right).

Display: Shows 'NN' in green.

Labels: -10MFMW, 202-1-202, Allison Transmission.



TOPS REORDER NO. 17524

MADE IN USA















