



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6916

This contract entered into this 20th day of June 2024, by Waste Management of Virginia, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From September 15th, 2024 through September 14th, 2025 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-1208 dated April 11th, 2024
(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 30th, 2024;
(3) The Contractor's Proposal dated May 9th, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated June 20th, 2024

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

CONTRACTOR:

PURCHASING AGENCY:

By: John Eliades (Signature)

By: Aaron Largent (Signature)

John B. Eliades (Printed Name)

Aaron Largent (Printed Name)

Title: Sr. Acct. Executive - Public Sector

Title: Buyer Senior

1. Contact information for Waste Management of Virginia, Inc.:
 - John Eliades – Senior Account Executive
 - Phone - (202) 536-6919
 - Email – jeliadel@wm.com

2. See Pricing Schedule attached. The University will only pay what's agreed upon in the pricing schedule. Therefore, pricing is set and there shall be no additional fees and/or expenses charged to the University without prior approval.

3. Waste Management agrees to be the intermediary for invoicing between the landfill or recycling facility and the University. The current disposal rate agreed upon is set at \$60 per ton, based on current Rockingham County landfill rates. Any future increase or decrease in disposal rates will be passed on to the university. Documentation shall be provided showing increase/decrease to disposal rate.

4. Waste Management shall agree to the annual increase amount to be based on the CPI-WST scale, water, sewer, and trash collection services, per renewal.

5. Waste Management has elected to not participate in the SWAM subcontracting plan.

6. Parties agree that this Negotiation Summary modifies RFP # ADL-1208 and the Contractor's initial response to RFP # ADL-1208, and in the event of conflict this negotiation summary shall take precedence.

7. Contractor agrees that all exceptions taken within their initial response to RFP # ADL-1208 that are not specifically addressed within this negotiation summary are null and void.

RFP # ADL-1208, Waste Hauling Services
Negotiation Summary
June 20, 2024

Pricing Schedule:

Dumpster Location	Equipment Description	Standard P/U Schedule	Summer P/U Schedule	Equipment Color (Contractor Owned, Only)	Monthly Rental Fee	Yearly Rental Fee (Monthly X 12)	Price Per Pickup
Gibbons Hall	34 Cubic Yard Compactor	Tuesday/Friday	Remove		\$0.00	\$0.00	\$208.00
S-1 (Festival)	34 Cubic Yard Compactor	Tuesday or Friday	Once every 14 Days		\$0.00	\$0.00	\$208.00
EHUB Trash	34 Cubic Yard Compactor	Tuesday	Once every 14 Days		\$0.00	\$0.00	\$208.00
Warren Campus Center	34 Cubic Yard Compactor	Once every other week	Once every 14 Days		\$0.00	\$0.00	\$ 208.00
ECD Trash	34 Cubic Yard Compactor	Tuesday	Once every 14 Days		\$0.00	\$0.00	\$208.00
Central Warehouse	30 Cubic Yard Compactor	Tuesday (Will call as needed if more)	Tuesday		\$0.00	\$0.00	\$208.00
Student Success Center	24 Cubic Yard Compactor	Wednesday	Once every 14 days		\$0.00	\$0.00	\$208.00
Bridgeforth Stadium	34 Cubic Yard Compactor	On Call	On Call		\$0.00	\$0.00	\$208.00
Ice House	8 Cubic Yard Front-End Dumpster	Wednesday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07

RFP # ADL-1208, Waste Hauling Services
Negotiation Summary
June 20, 2024

Maintenance Center	8 Cubic Yard Front-End Dumpster	Monday-Friday	Monday, Wednesday, Friday	Bronzestone	\$0.00	\$0.00	\$30.07
Grace Street Subway	8 Cubic Yard Front-End Dumpster	Monday-Saturday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
UREC Park	8 Cubic Yard Front-End Dumpster	Friday	On Call	Green	\$0.00	\$0.00	\$30.07
Rose Library	8 Cubic Yard Front-End Dumpster	Monday/Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
1070 Virginia Avenue	8 Cubic Yard Front-End Dumpster	Tuesday-Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
South Main Recycling Containers	30 Cubic Yard Roll-offs	On Call	On Call	Bronzestone or Blue	\$0.00	\$0.00	\$208.00
South Main UBC	40 Cubic Yard Roll-off	On Call	On Call	Bronzestone or Blue	\$0.00	\$0.00	\$208.00
A-2	8 Cubic Yard Front-End Dumpster	Monday-Friday	Tuesday, Friday	Bronzestone	\$0.00	\$0.00	\$30.07
A-3	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday	Tuesday, Friday	Bronzestone	\$0.00	\$0.00	\$30.07
755 MLK Way	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
Painting & Drving Center	8 Cubic Yard Front-End Dumpster	Tuesday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
FMAilllex	8 Cubic Yard Front-End Dumpster	Tuesday-Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07

RFP # ADL-1208, Waste Hauling Services
Negotiation Summary
June 20, 2024

Chappelear	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone	\$0.00	\$0.00	\$30.07
Dingledine	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone	\$0.00	\$0.00	\$30.07
Frederickson	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone	\$0.00	\$0.00	\$30.07
Garber	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone	\$0.00	\$0.00	\$30.07
Huffman	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone	\$0.00	\$0.00	\$30.07
Weaver	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday, Saturday	Every other Wednesday	Bronzestone	\$0.00	\$0.00	\$30.07
White	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday, Saturday	Every other Wednesday	Bronzestone	\$0.00	\$0.00	\$30.07
Additional Pricing							
Supplemental* Front End Load Pricing: \$150.00 per container delivery/removal/exchange; \$30.07 per container lift; \$120.00 per container relocate							
Supplemental* Roll Off Pricing: \$150.00 per container delivery; \$208.00 per container haul; \$120.00 per container trip/relocate							

- **Container Maintenance/Repair Pricing:** A quote shall be furnished on an as needed basis. No repair or maintenance work shall commence without prior approval.



James Madison University

Waste Hauling Services

RFP# ADL-1208 | May 9, 2024, by 2 p.m.

ORIGINAL

SUBMITTED BY:

Waste Management of Virginia, Inc.

CONTACT:

John Eliades | Senior Account Executive
(202) 536-6919 | jeliade1@wm.com





Waste Management of Virginia, Inc.
3580 S. Main St.
Harrisonburg, VA 22801

May 9, 2024

James Madison University
Procurement Services MSC 5720
52 Ott St.
Wine Price Bldg., First Floor, Suite 1023
Harrisonburg, VA 22807
Attn: Aaron Largent, Senior Buyer, Procurement Services

Dear Mr. Largent:

Waste Management of Virginia, Inc. (WM) appreciates the opportunity to participate in this important procurement process and is pleased to present the following response to the James Madison University Request for Proposal, RFP# ADL-1208, for Waste Hauling Services.

WM wants to first thank you for your business and our allyship. WM prides itself on our history of providing exemplary, timely service to JMU. WM commits to continuing to provide reliable, dedicated service to your campus locations. Our extensive experience on the JMU campus means that we know your unique requirements. Exceptional customer service and higher safety standards are first and foremost on our minds as we respond to your requirements.

Having the privilege of serving as your service provider, we already have all the capacity and resources in place to guarantee a smooth transition to a new Agreement. Backed by North America's largest and most well-respected company in the industry, our team at WM has compiled a proposal that will continue to provide the campus locations with a best-in-class comprehensive waste and recycling program. Below are some of the highlights that you will take away after reviewing our proposal:

- WM offers the best collection programs that provide a safe, dependable, and ecologically responsible solution for the University.
- Our drivers are skilled as well as experienced in the University, our equipment meticulously maintained, and our company will stand behind JMU to make sure your facilities are satisfied.
- WM knows your streets, your service preferences, and in many cases your staff. Our routes are proven, and equipment is already dedicated to JMU.
- We offer the highest safety standards in the industry with a proven safety record.

Our entire team thanks you for the opportunity to continue to serve James Madison University. We are eager to extend our partnership. Our team will continue to go above and beyond to deliver best-in-class service for all your locations. Should you need additional information, please do not hesitate to reach me using the contact information below. I look forward to discussing our proposal and answering any questions you may have.

Sincerely,

John Eliades

John Eliades, Senior Account Executive | (202) 536-6919 | jeliade1@wm.com

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Data contained in this proposal represents the most recently published information for WM’s wholly owned operations, unless otherwise indicated.





1 | RFP Cover Sheet/Addenda Acknowledgement

REQUEST FOR PROPOSAL RFP# ADL-1208

Issue Date: April 11~~0~~, 2024
Title: Waste Hauling Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 09, 2024 for Furnishing The Services Described Herein.

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

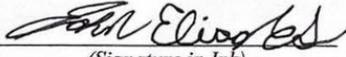
All Inquiries For Information And Clarification Should Be Directed To: Aaron Largent, Buyer Senior, Procurement Services, Largenad@jmu.edu; 540-568-4160; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Waste Management of Virginia, Inc.
3085 S. Main St.
Harrisonburg, VA 22801

By: 
(Signature in Ink)

Name: John Eliades
(Please Print)

Date: May 9, 2024

Title: Sr. Account Executive, Public Sector Solutions

Web Address: www.wm.com

Phone: (202) 536-6919

Email: jeliade1@wm.com

Fax #: N/A

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 JL #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.



Certificate of Signature Authority

**ASSISTANT SECRETARY'S CERTIFICATE
WASTE MANAGEMENT OF VIRGINIA, INC.**

I, Jeffrey M. Viola, Assistant Secretary of Waste Management of Virginia, Inc., a Virginia corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that John Eliades, Senior Account Executive, Public Sector, or any officer of this Corporation, and each of them, are hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and to submit on behalf of the Corporation a Bid Proposal to James Madison University for Waste Hauling Services (the "Bid"), and to execute on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Bid and to execute the contract contained in any such Bid or resulting from the award of the Bid to the Corporation.

Dated: April 18, 2024



Jeffrey M. Viola
Assistant Secretary



2 | Plan and Methodology for Providing Service

A. Specifications

1. Front-end Dumpster

- a. Front end dumpster tops must have the capability to remain open for loading.
- b. Front end dumpsters must have loading doors or tops allowing for loading by a single person standing at ground level. Loading openings must be no more than 46" from ground level. Side doors and lids must be 25" x 25" with doors that may remain open without being propped.
- c. The University may occasionally request that rolling casters be put-on front-end dumpsters.
- d. All dumpsters shall be painted "Bronzetone" unless otherwise noted. Paint samples will be provided to the contractor upon request.
- e. Dumpster capacities are noted per site on the attached Dumpster and Pricing Schedule and are subject to change at the discretion of the University during the term of the contract.

As your incumbent hauler, front-load containers are already in place and painted "Bronzetone." However, should the University need to add or change dumpster sizes during the term of the contract, WM front-load containers come in a variety of sizes to fit your needs. Any new containers would be painted to University standards prior to delivery.

Casters can be added to small front-load containers to improve maneuverability.



2. Roll-off Dumpster

- a. Roll-off dumpsters must have open tops and operational rear doors.
- b. Dumpsters must not cause undue damage to gravel sites when loaded and unloaded.
- c. Dumpster capacities are noted per site on the attached Dumpster and Pricing Schedule and are subject to change at the discretion of the University during the term of the contract.

As your incumbent hauler, roll-off boxes are painted and in place. However, should the University need to add or change sizes during the term of the contract, WM roll-off containers with open tops and operational rear doors come in a variety of sizes to fit your needs. Any new containers would be painted prior to delivery.

First and foremost, our top priority in receiving, delivering, and emptying roll-off containers is safety. Upon arrival at the site, our drivers will conduct a thorough inspection of the area to determine if there are any potential concerns, such as access to alleys or roads, and whether there is foot traffic nearby. We need to determine if there is sufficient room to deliver a 30-yard roll-off container while safely maneuvering the vehicle in and out of the site.

Our drivers make every effort to avoid damage to gravel sites during loading and unloading. We will alert you when a container site requires reconditioning such as leveling and placement of gravel. WM will move containers around on site to facilitate site reconditioning.

Below are several roll-off container sizes offered by WM:





3. Vehicles

a. Suitably designed loading vehicles with a lift capacity of at least 8,000 pounds to pick up and transport full dumpsters up to 8 cubic yard capacity; roll-off type trucks for pickup and transportation of 30, 34, and 40 cubic yard roll-off dumpsters and compactors. Metal dumpsters of varying capacities and design, for collections and disposal of trash and refuse in accordance with the schedule of locations and prices.

b. The bodies of front-end loader refuse trucks will be completely enclosed, have an industry approved compaction system, and be so designed that there will normally be no spillage of material either during loading or transporting. The entire unit must be able to approach each pickup point and negotiate all roads and streets. The roll-off type truck unit shall be equipped to handle the stationary and self-contained compactors specified in the schedule of locations and prices. Trucks must be radio dispatched (cell phone is acceptable).

With more than 32,000 collection and support vehicles on the road throughout North America, WM trucks are a familiar sight and one of the most visible symbols of our company. Our state-of-the-art fleet - navigating your University - assures JMU is provided safe, quiet, efficient, and environmentally friendly collections.

All of our vehicles are fully enclosed and designed to be leak-proof with self-contained mechanisms to compress the material collected. The vehicles are painted in a uniform color and are easily identifiable as they adhere to specific branding guidelines. Vehicles are marked with



unique unit identification numbers on both sides and the rear. We maintain detailed records of each collection vehicle and all vehicles are meticulously maintained for a clean and orderly appearance, as well as good working condition.

WM's industry-leading onboard technology minimizes the environmental impacts of our collections while maximizing reliability and efficiency. From our advanced onboard computing system that streamlines communication, to our eRouteLogistics® mapping and routing software with real-time GPS, to our

onboard digital cameras, to trucks powered by cleaner and more cost-effective natural gas - a partnership with WM means that JMU receives the latest advancements in always-evolving industry technology.

B. Service And Maintenance

1. Care shall be taken to prevent spillage of trash during pickup. The contractor shall be responsible for the removal and cleanup of spillage from the dumpsters.

WM drivers leave collection areas just as neat and tidy as they found them. All drivers keep a broom and shovel handy to clean up any spills or fly-away materials in the event material escapes the cart or container during collection.

2. The exterior of each roll off dumpster and compactor, both contractor and University owned, should be cleaned off after each dump to ensure no waste, especially food waste, is left on the exterior of the dumpster.

WM will maintain the cleanliness each container after service.

3. The Contractor shall paint the dumpsters in colors specified by the University, and maintain their new appearance at all times. If dumpsters already exist on campus, repainting to University standard colors will be scheduled at the discretion of the University. All new dumpsters delivered to the campus shall conform to campus standards.

WM will maintain the dumpsters in like-new appearance at all times. WM will maintain each container in a clean, functional state by repairing, steam cleaning, and repainting the units. Repairs will be made to correct any deficiencies with a unit to render a completely refurbished container, including repainting. Cleaning will be accomplished by a method to a standard that eliminates all foreign material and renders the unit free from offensive odors and stains.

4. The Contractor shall provide a twenty-four hour a day, six days a week (Monday – Saturday) contact person to be contacted in cases of problem and/or emergencies. This person or persons shall be required to respond and be on the University campus within one hour of notification of the problem and/or emergency. The Contractor shall provide the University with the designated representative's name and telephone number.

John Eliades will serve as the single point of contact for James Madison University available 24/7 Monday through Saturday in case of problem or emergency. In such a case, John will reach out to Operations to arrange WM's response with the appropriate responsible department. John can be reached on his cell phone at (202) 536-6919 or via email at jeliade1@wm.com. Additional support includes Teresa Patterson who may be reached via email @pssmdva@wm.com when John Eliades is unavailable. However, we have several layers of support when it comes to contacting WM an emergency. You may also contact Justin Dove, Route Manager, at (540) 236-2391, or our District Manager, Jonathan Lowe, at (912) 661-8472.

5. The hauling Contractor shall be responsible for any damage that occurs to the University compactors while the compactors are on the Contractor's trucks or while the Contractor is loading or unloading the compactor. Specific actions include, but are not limited to, failure to uncouple appropriate hydraulic and electrical lines when loading and unloading the compactors.

WM will work with JMU to manage any claim related to the damage of your property by WM. Notification of such damage should immediately be conveyed to your single point of contact, John Eliades, Program Manager, or the WM Customer Care Center. Upon receipt of the claim, we will make certain the incident is reported to Gallagher Bassett, our third-party administrator responsible for casualty and property

claims. The claim will be filed with Gallagher Bassett, and JMU will be assigned a claim representative/adjuster. The claim representative/adjuster will work directly with JMU to confirm the claim is properly handled and resolved to your satisfaction.

6. The Contractor shall provide substitute dumpsters at no additional cost when maintenance or repair is being performed on the regular dumpsters.

WM will provide a replacement dumpster at no additional charge when maintenance or repairs render the regular dumpster/container out-of-service.

7. The Contractor shall exchange dumpsters at no additional cost when, in the opinion of the University, the quality of materials, equipment, and/or workmanship by the Contractor does not meet the standards specified, to include unsightly, damaged, or unusable containers. Should the University find fault with workmanship, and/or material for work already accomplished, the Contractor, at no cost to the University, will remove, replace, and/or rework the job so that compliance with the University's requirements are satisfied.

Containers will be exchanged at no additional cost as directed by the University and to the University's satisfaction.

8. The contractor shall move dumpsters to new locations at no cost to the University as requested at the discretion of the University.

Dumpsters/containers can be moved with advance notification to WM to allow for scheduling.

9. The Contractor shall remove the dumpsters at the end of the contract.

WM agrees to remove all WM-owned containers at the end of the contract.

10. The Contractor shall meet all requirements of all Federal, State, Local, and University laws, regulations, ordinances, and directives.

When selecting a solid waste and sustainability provider, business ethics matter. Inquiring about and evaluating potential service providers' ethical standards, policies, and safeguards is a crucial step in vendor selection.

WM's long-term success is highly dependent upon not only the results we achieve, but also how we achieve them. This includes operating in a way that establishes and demonstrates clear ethical standards and strict compliance with applicable laws, rules, regulations, and best practices.

At WM, in the simplest terms, our values come down to this: Do the Right Thing. The Right Way. This idea sets the standard for our fundamental commitments and core values and guides our daily actions and decisions. At all levels, our employees are expected to promote and display our commitments and values through their daily words and actions.



For the 15th year, WM was recognized as one of the World's Most Ethical Companies in 2024 by The Ethisphere Institute, the global leader in advancing the standards of ethical business practices.

We credit this recognition to the hard work of our 48,000 employees who elevate WM from a best-in-class environmental services company to a world-class leader.

11. The contractor shall ensure that its employees are trained and licensed to operate trucks and appropriate equipment for servicing the dumpsters in accordance with Federal, state, and local requirements. The Contractor shall ensure that its employees and trucks are uniformed and identified as such.

Training and Licensing

Prior to employment as a WM driver, all candidates must already possess a valid Commercial Driver's License (CDL) for Class-C trucks. However, that is simply not enough. At WM, all new drivers participate in new hire training – regardless of prior, relevant experience. For new drivers, the benefits to our new hire training program are invaluable and most importantly, they understand and embrace our safety culture from day one.

WM regional driver training centers equip new WM drivers with the knowledge and skills necessary to perform their job duties safely and effectively. Through a two-week immersion training experience, drivers learn WM's Safety Vision and Promise rules, procedures, vehicle inspections, safe lifting, and DOT required safety curriculum. Trainees spend their first week in the classroom learning and by week two transition into simulated driving courses and stations that provide scenarios reflective of day-to-day collection conditions and obstacles – from severe weather, traffic and responding to other drivers' behavior.

Following the successful completion of in-classroom training, each driver begins a comprehensive on-the-road training program that includes specific instructions on how to operate our equipment effectively and safely. Upon the conclusion of on-route training, each new driver could begin servicing customers alone. However, management personnel continue to conduct regular and random observations to enforce strict adherence to our safety and service standards and, as part of their training, new drivers receive formal evaluations and coaching at 30, 60, and 75 days.

Reinforcing Safety with Ongoing Training

Safety training is never “complete” at WM. All drivers participate in ongoing safety training, including:

- **'Tailgate' Meetings:** Every morning each of our drivers attends “tailgate” meetings where safety is a primary focus. Relevant and time-sensitive safety topics are often discussed, such as upcoming weather forecasts for conditions, scheduled community events that result in more pedestrian traffic, and road/bridge closures that may require alternative routes.
- **WM SAFETY Defensive Driving System:** Provides ongoing safe driving instruction specific to waste collection vehicles. The system is refreshed monthly with videos that address hazards in drivers' daily operating environments. Topics include safe backing, following distances, pedestrians, bicyclists, and rollover prevention.



- **Observation Behavior Assessments:** On a regular basis, WM route managers and driver trainers provide on-the-job observation behavior assessments to evaluate driver knowledge, operating behaviors, and safety/best practice compliance.

WM Truck Identification and Employee Uniforms



WM trucks are painted in a uniform color and are easily identifiable as they adhere to specific branding guidelines. Vehicles are marked with unique unit identification numbers on both sides and the rear.

Our drivers, operators, and technicians all wear safety shirts manufactured with material from recycled plastic bottles – 24 bottles help create each shirt – making WM the first in our industry to use recycled materials in employee uniforms.

WM is the largest recycler of post-consumer materials in North America and we continue to invest in and operate innovative recycling solutions that strengthen the circular economy. Our drivers complete their routes collecting plastic bottles, milk jugs and other materials that are processed at WM recycling facilities and eventually turned into the uniforms that they

wear every day. This is circularity in action.

The reflective shirts ensure our personnel are easily identifiable in your University while performing services. In addition to the shirt, standard employee uniforms include a jacket, pants, proper footwear, and necessary personal protection equipment, such eye protection and gloves.

12. Dumpsters providing service for residence halls shall be serviced between the hours of 8:00 am and 9:30 am during regular school year.

WM collection routes are established to so that drivers can service residence hall containers between 8 a.m. and 9:30 a.m. during the regular school year. WM will make every effort to provide service between those hours excluding factors beyond our control.

13. All drivers will be given University contact numbers that must be called immediately if a driver is running behind schedule, is blocked from a waste container, or was unable to make a scheduled pickup.

The use of mobile devices is prohibited for WM drivers. WM's dispatch team will be provided all University team contact numbers and a member of our dispatch team will make these notification calls when needed.

14. Work performed will be done so as to not adversely affect the University's daily operations. Service utilities will remain in working order at all times unless otherwise approved by the University's designated representative.

WM's established service schedule has been created so as to cause minimal to no interruptions to University operations.

15. Dumpster pickup service shall be scheduled at the University's discretion on an on-call basis. Weekly schedules will be arranged with the contractor, but may change at the University's discretion with 24-hour notice. Billing will be based on a per pickup charge, therefore, more pickups requested by the University will result in higher bills and less pickups requested by the University will result in lower bills. (For the contractor's information: Schedules may change during Spring Break, Graduation, Summer, Beginning of Fall Semester, Thanksgiving Break, and Winter Break. Schedules may also change due to changing campus demographics or building renovations or any other reason the University determines as valid.)

With our experience in working with various educational institutions, including James Madison University, we are accustomed to making adjustments to trash and dumpster collection during off-peak or high-peak operational periods. This includes summer, but also spring and holiday breaks.

16. The University reserves the right to change schedules with 24 hours' notice. Quantities of work to be done, equipment and material to be furnished are subject to change during the term of the contract. The University does not assure that quantities will remain in strict accordance with the estimated quantities, nor will the contractor plead misunderstanding.

WM has the flexibility to change schedules when notified by the University.

17. The Contractor shall cooperate with the University concerning the scheduling of work, change of work, locations due to classes, testing, or special events, and the performance of additional work. The Contractor will promptly notify the University's designated representative of any change of work or condition that would prevent the Contractor from meeting performance requirements set forth in this contract.

We will work with you as the University identifies operational needs and make necessary adjustments to increase or decrease service or halt service completely for a period of time. Any changes on campus that would prevent WM from performing service at any location will be promptly reported, so that any necessary alternate arrangements can be made.

C. Reporting

1. The Contractor may weigh each front-end dumpster once per quarter and report the weight of each front-end dumpster.

At this time, WM does not have the ability to weigh each front-load container. WM will obtain the weight data by running a dedicated route once a quarter if so requested by the University. Actual tonnage can only be provided for roll-off containers and compactors.

2. The Contractor may run a university dedicated route or routes that service all James Madison University front end dumpsters. Only James Madison University material will be loaded onto the contractor's truck. The truck will then be weighed with only James Madison University material on it.

See answer above. WM will run a dedicated route upon a seven (7) day notice by JMU of the week the University would like the container weight calculated each quarter. As our trucks do not have scales to weigh each container separately WM will provide a tonnage report for the front load dumpsters based on average pounds per yard for each location. The estimated tonnages for each front load container will be determined by the average pounds per yard, the number and size of containers at each location and frequency of pickups.

Please see the following page for additional reporting capabilities that WM is offering JMU.

Best-in-Class Reporting Connects James Madison University to Actionable Insights About Your Facilities

Your organization's ability to measure and analyze fiscal responsibility is key to confidence that your waste and recycling programs are optimized. To assist JMU in identifying performance drivers of your waste services program, we have defined key indicators and created an interactive analytics platform that lets you evaluate and take action on opportunities.

This best-in-class platform, Elements[®], equips you with a dynamic and multi-level perspective on the real-time performance of your program. With 11 dashboards and 16 different reports covering financial, service delivery, sustainability, and optimization areas, you can view trends and drivers at all levels.

WM invested more than \$3 million in this state-of-the-art platform to give JMU on-demand access to accurate, detailed, comprehensive, and timely insights that allow you to better measure the results of your program. We are the first company to deliver this scale of information to our customers. Elements[®] offers superior customer service, high-quality information, and self-service capabilities for JMU.

JMU can access Elements[®] through WM's online portal. The portal also provides capabilities to request and manage services, view billing invoices and transactions, and track service requests and purchase orders. Elements[®] also supports location level view privileges or sub-accounts designated by JMU. There is no limit to the number of users who can access the e-business portal or Elements[®].

Please refer the following pages for more information on content and a depiction of the layout and functionality including two sample reports featuring data based on JMU's current services.



Best-in-Class Reporting for JMU

- Dynamic, new reporting platform provides near real-time metrics to manage and improve your business
- User-friendly graphics
- Self-service portal with 24/7 access to timely information



Watch the Following Video!

This short video describes our powerful reporting tool.

<https://youtu.be/0ixCOicAjsq>

Content Repository

The five subject areas are designed to make it easy for users to access information. Information across the subject areas reflects all the core KPIs a best-in-class waste program needs.

The screenshot displays the 'elements®' dashboard interface. On the left, a vertical navigation menu lists five subject areas: Financial, Quality of Service, Sustainability, Continuous Improvement, and National Account Program. The main content area shows a grid of dashboard cards for each subject area, each with a brief description and a list of key reports or dashboards available within that category.

- Financial:** Spend Overview Dashboard, Spend Actual Dashboard, Spend per Unit Dashboard, Spend Budget Dashboard.
- Quality of Service:** Service Delivery Dashboard, Service Level Agreement Report, Customer Care Dashboard, Service Forecasting Report.
- Sustainability:** Diversion Dashboard, Tonnage Dashboard, Contamination Images Report.
- Continuous Improvement:** Roll-off Efficiency Dashboard, Extra Pickup/Excess Yards Dashboard, Excess Yard Images Report, Potential Right-size Report.
- National Account Program:** (No specific reports listed in this view).

Dashboard Layout and Functionality

The layout allows users to explore data at multiple levels and from many angles.

This screenshot shows the dashboard layout with several callouts on the right side pointing to specific features and data visualizations:

- Key High-Level Company Metrics:** Points to the top summary cards showing Total Spend, Permanent Controllable Spend, and Current Avg. Spend.
- Trends and Seasonality:** Points to the 'Spend Overview' bar chart.
- Monthly Spend:** Points to the 'Avg. Spend per Month by Location' bar chart.
- Drivers of Trends:** Points to the 'Material Group' and 'Equipment Type' breakdowns.
- Location Benchmarking:** Points to the 'Top Service User' and 'Top Changes by Service User' sections.
- Year-over-Year Variance:** Points to the 'Year-over-Year Comparison' line chart.
- Transaction-Level Details:** Points to the bottom table listing individual transactions.

On the left side of the dashboard, there is a 'HIGHLIGHTS' section with a list of key features:

- HIGHLIGHTS**
- Layout design provides information from **highest level to most granular**
- Drill directly** into a preferred field using advanced filters on far left
- Click** on any item on the dashboard to drill into just that field
- Export detail** for selected data with one click
- Bookmark** previously analyzed views to revisit during future sessions
- Scalable** to a mobile device but best viewed on a tablet

Spend Overview

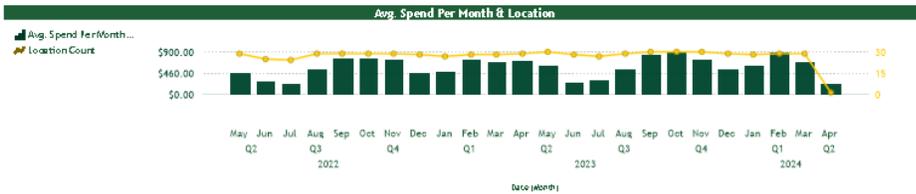
This is a custom report based on JMU's current spend. You will also find a JMU tonnage report on the following page.



Date Range (Inclusive of dates selected): 05/01/2022 To 05/06/2024 Company Code: MCHCQ
Date Type: Service Date Currency/Tons I OAK: USD/ Short Tons Spend Type: Total Sales Tax: Exclude

Reset Filters | Show/Hide Filters

Current	Total Spend	Permanent Controllable Spend	Current Avg. Spend
From: 01/01/2024 To: 05/06/2024	Current: \$63,992 vs Prior: -19.6% Prior: \$79,617	Current: \$0 vs Prior: 0.00% Prior: \$0	Per Month: \$15,272 Per Month & Location: \$509
Prior			
From: 01/01/2023 To: 05/06/2023			



Perm/Temp	Service Type	Material Type	Equipment Type
Permanent: \$233.7k	Pickup: \$153.6k	Trash: \$289.8k	Dumpster: \$153.6k
Temporary: \$174.0k	Haul: \$129.4k		Compactor: \$116.0k
	Ancillary Service: \$112.0k	Unknown: \$107.9k	Unknown: \$113.8k
	Excess Yards: \$1.8k		Open Top: \$14.3k
	Disposal: \$921.0		
	Others: \$1.5		
Market Type			
UnControllable: \$397.7k			

Outliers

Attribute Selection: Location Code

Top Location Code

Spendier Rank: Top # of Location Code: 5

Location Code	Spend
MCHCQ6000002	\$59,068.44
MCHCQ6000009	\$33,604.48
MCHCQ6000001	\$31,054.03
MCHCQ6000002	\$30,490.28
MCHCQ6000002	\$22,024.62

Top Changers By Location Code

Current (Inclusive of dates selected): 01/01/2024 To: 05/06/2024
Prior (Inclusive of dates selected): 01/01/2023 To: 05/06/2023

Location Code	Current Spend	Prior Spend	\$ Change	% Change
MCHCQ6000000	\$216.29	\$371.26	(\$154.97)	-41.7%
MCHCQ6000000	\$4,332.05	\$8,564.45	(\$4,232.40)	-49.4%
MCHCQ6000000	\$0.00	\$0.00	\$0.00	(Empty)
MCHCQ6000000	\$0.00	\$0.00	\$0.00	(Empty)
MCHCQ6000000	\$0.00	\$0.00	\$0.00	(Empty)
MCHCQ6000000	\$686.06	\$0.00	\$686.06	(Empty)



Data Table

Company Name	Company Code	Client Bind	Client Hierarchy Lvl 1	Client Hierarchy Lvl 2	Client Hierarchy Lvl 3	Client Hierarchy Lvl 4	Location Code	Current Location Status	Location Name	St
James Madison...	MCHCQ	Unknown					MCHCQ60000004	Active	JMU-ROLL OFF ...	60
James Madison...	MCHCQ	Unknown					MCHCQ60000005	Active	JMU FAIR TERNA...	60
James Madison...	MCHCQ	Unknown					MCHCQ60000006	Active	JMU CISAT AZ	60
James Madison...	MCHCQ	Unknown					MCHCQ60000007	Active	JMU HUFFMAN ...	60
James Madison...	MCHCQ	Unknown					MCHCQ60000008	Active	JMU CISAT AZ	60
James Madison...	MCHCQ	Unknown					MCHCQ60000009	Active	JMU ROSE LIBR...	60
James Madison...	MCHCQ	Unknown					MCHCQ60000010	Active	JMU SU BWAY	60

View Report

Last updated: 05/04/2024 11:59:59AM EST



Tonnage

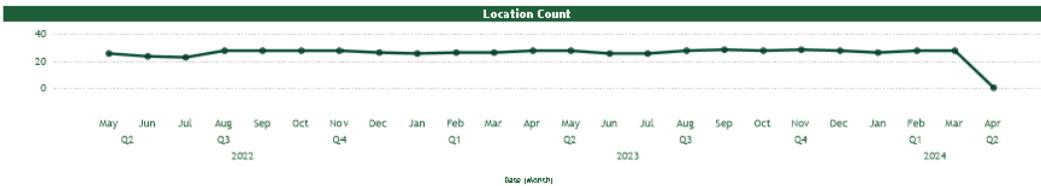
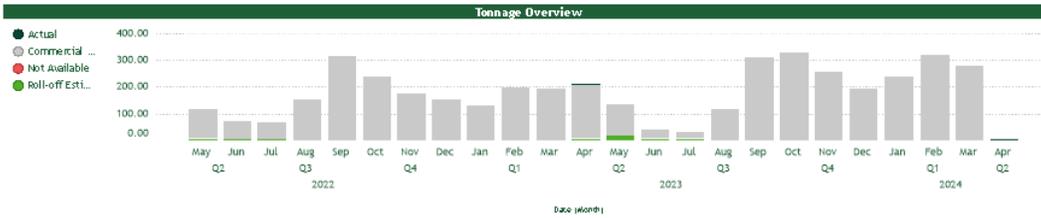


Date Range (inclusive of dates selected): 05/01/2022 To 05/06/2024 Company Code: MCNCQ

Date Type: Service Date Currency/Units UOM: USD / Short Tons Spend Type: Total

Reset filters | Show/Hide Filters

Current	Tonnage			Haul Count		Pickup Count	
From: 01/01/2024 To: 05/06/2024	Current	vs Prior	Avg. Tons per Month	Current	vs Prior	Current	vs Prior
	839	8.0 %	200	81	-6.90 %	3,481	-28.98 %
Prior From: 01/01/2023 To: 05/06/2023	Prior			Prior		Prior	
	777			87		4,902	



Outliers Attribute Selection: Location Code

Top Location Code

Rank: Top # of Location Code: 5

Location Code	Value
MCNCQ6000014	457.17
MCNCQ6000017	414.98
MCNCQ6000025	389.30
MCNCQ6000018	356.99
MCNCQ6000007	313.80

Top Changers by Location Code

Current (inclusive of dates selected): 01/01/2024 To: 05/06/2024
Prior (inclusive of dates selected): 01/01/2023 To: 05/06/2023

Location Code	Current Tonnage	Prior Tonnage	# Change	% Change
MCNCQ60000...	82.87	23.70	59.17	249.7 %
MCNCQ60000...	82.87	24.00	58.87	245.3 %
MCNCQ60000...	69.93	22.80	47.13	206.7 %
MCNCQ60000...	82.87	27.30	55.57	203.6 %
MCNCQ60000...	38.82	13.80	25.02	181.3 %
MCNCQ60000...	67.27	24.13	43.14	178.8 %



Data Table

Company Name	Company Code	Client Brand	Client Hierarchy Lvl 1	Client Hierarchy Lvl 2	Client Hierarchy Lvl 3	Client Hierarchy Lvl 4	Location Code	Current Location Status	Location Name	Store Number
James Madison...	MCNCQ	Unknown					MCNCQ60000005	Active	JMU MAINTENA...	60000005
James Madison...	MCNCQ	Unknown					MCNCQ60000008	Active	JMU CISAT A2	60000008
James Madison...	MCNCQ	Unknown					MCNCQ60000013	Active	JMU HUFFMAN ...	60000013
James Madison...	MCNCQ	Unknown					MCNCQ60000021	Active	JMU CISAT A3	60000021
James Madison...	MCNCQ	Unknown					MCNCQ60000024	Active	JMU ROSE UIR...	60000024

View Report

Last Updated: 05/04/2024 11:59:59PM CST



D. Equipment Rental And Hauling Fees

- 1. Charges for front end hauling service will be based on per pickup pricing per each dumpster. Tipping fees will be included in the pickup price. Equipment rental charges will be separate from the hauling service charges and based on a prorated monthly charge. The pro-rated monthly charge will be based on a 30-day month.*
- 2. Charges for roll-off service will be based on per pickup pricing per each dumpster. Tipping fees will not be included in the pickup price, but will be charged to the University directly by the disposal facility. Equipment rental charges will be separate from the hauling service charges and based on a prorated monthly charge. The pro-rated monthly charge will be based on a 30-day month.*
- 3. No maintenance service fees for contractor owned equipment shall be charged to the University, unless the University has clearly damaged the contractor's equipment. Standard wear and tear resulting from the normal use of the contractor's equipment shall be the responsibility of the Contractor.*
- 4. Equipment converted from Contractor to University ownership shall reduce charges by the rental fee and only charge for hauling service at the contract price.*
- 5. Pricing for adding or removing locations/dumpsters and/or adding or deleting pickups during the term of the contract will be consistent with contract pricing for equipment rental and pickup fees on the Bid Form for the size container required*

WM's pricing is presented in [Section 7 Proposed Cost](#).

E. Recycling Services

Should the University request a roll-off to be delivered to a recycling facility, the contractor will ensure that the recyclable material will in fact be recycled and not landfilled, incinerated, or otherwise disposed. The University must fill this roll-off with recyclable material.

Collected recycling will be delivered to a recycling facility for processing. The only exception would be if the load is highly contaminated. WM may reject in whole or in part, or may process, in its sole discretion, recyclables not meeting the specifications of single stream recyclable materials. Any such issue would be reported to the University prior to material being disposed.

F. Graduation / May Move Out

1. Dumpsters delivered for Graduation / May Move Out, must be in good condition without holes, rust, or bad paint jobs. Each of these dumpsters must be one of the following colors: Blue, Green or Bronzestone.

WM has an adequate quantity of well-maintained roll-off dumpsters to accommodate the University's needs at Move Out.

2. Timing will vary each year. Extra dumpsters will be on campus approximately two weeks. Existing dumpsters will be moved to new sites at the beginning and returned to the original sites at the end. The contractor may stage extra dumpsters at a designated site on campus as may be requested and at the discretion of the University

WM will await University direction as to when dumpsters are to be delivered or removed. We understand this varies annually.

3. The Contractor shall schedule to be on call at the University's discretion. The Contractor shall be prepared to service roll-off and front-end dumpsters at the University's discretion between the hours of 5:00 a.m. and 3:30 p.m.

WM agrees that we will continue to be prepared to service roll-off and front-end dumpsters as needed between 5 a.m. and 3:30 p.m. during graduation/May move-out.

4. The Contractor will add to or remove from the quantities of front-end or roll-off dumpsters at the request of the University at the prices indicated on Part B of the Bid Form/Pricing Schedule.

WM is prepared to make adjustments to quantities of front-end or roll-off dumpsters to meet the University's evolving needs.

5. The contractor shall move dumpsters to new locations at no cost to the University as requested at the discretion of the University.

WM will move dumpsters with advance notice to allow for scheduling the moves.

G. Site Modifications

Any new site modifications that are necessary to accommodate the installation of new containers on campus, the contractor will provide JMU with all site modification requirements, to include but not limited to, drawings, sketches, plans, and specifications.

WM will provide instructions for any site modifications necessary to add a new container on campus.

H. Describe Statements

Describe your method used to ensure timely pick up of all containers.

WM maintains operational excellence with the help of our state-of-the-art technology and software. Our entire fleet is equipped with an onboard computing system (OCS) – touch screen tablet technology that enhances real-time route management and communication between our operations and customer service teams. Through OCS, we use eRouteLogistics® software to build and maintain our routes and Plan Versus Actual (PvA) technology to manage collection routes in real time.

In addition to confirming material is collected on time with fewer missed collections, our route management systems benefit JMU through:

- **Operations Efficiency:** Designing and utilizing the most efficient route means lower cost for customers, less wear and tear on streets, and the ability to avoid heavy traffic patterns.
- **Environmental Savings:** Operational efficiencies gained through our routing process have immediate positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.
- **Safety Improvement:** Routes are planned in line with company safety policies and protocols. Our routes accommodate traffic patterns and traffic flow.

WM utilizes eRouteLogistics® to develop, manage, and modify our routes to ensure timely collection of all JMU containers. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new real-time developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns our customers or municipal partners may have concerning routes.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

eRouteLogistics runs hand-in-hand with Plan Versus Actual (PvA) technology, a software that plots planned route versus actual route status. PvA identifies routes that may be running behind typical schedule that customers are accustomed to, enabling WM to proactively redistribute routes to prevent missed or late pickups.

• Describe your company policy for having someone available to repair and perform preventative maintenance on compactors, roll-offs, and frontend cans that are both JMU-owned and owned by Contractor. This includes lid repair, metal repair such as welding, and hydraulic and electrical work on compactors. This individual should be able to be on site within 24 hours of notification of repair needs.

When a maintenance issue is reported, WM will dispatch a maintenance technician to analyze the performance of the equipment and repair it either onsite or at a maintenance facility as quickly as possible. We will confirm the estimated time of arrival with JMU, leverage discounts on equipment parts, manage warranties, communicate empty requests as needed, and continually update you on the status of the repair all the way through to completion and customer satisfaction.

If WM receives a request to repair a WM-owned container or approval to work on a customer-owned compactor or open top container, we will be able to respond to calls within 24 to 48 hours from the time of notification that a repair is needed to the time of our initial on-site assessment. Actual repair times will vary based on the issue identified and the availability of any required parts.

WM will deliver an open top container, if needed, during the time of initial assessment through the completion of the repair.

• Describe your companies recommended schedule to ensure timely pick up of all containers, if it is other than what is recommended within the pricing schedule. If there is a better, easier way, we are open to suggestions.

As your incumbent hauler, we do not anticipate any changes to your current schedule. However, we are committed to continuous improvement. WM uses the Smart Truck® technology, described in more detail below, to assist in right-sizing service, which could result in schedule changes.

As our drivers arrive at a campus location, smart onboard camera's record any abnormalities, such as overflowing bin(s), waste surrounding the container, or contamination. This information is automatically tagged to the specific location and allows us to proactively reach out with a customized service recommendation or solution based on a customer's exact needs. Solutions may include changing collection frequency, container sizes, or expanding recycling efforts and providing additional recycling education.

• Describe what process your company will use to resolve a complaint by JMU.

We take complaints seriously at WM. Your dedicated contract liaison, John Eliades, and your operations team are committed to resolving them promptly, with a focus on proactively reducing the number of complaints received.

Here are the steps we take to address issues and find solutions.

Documentation: When a complaint is received, it is dated, timestamped and documented with the action needed for resolution. Proper documentation allows us to effectively address the complaint and track the resolution progress.

Ticket Submittal: A complaint submitted via our self-serve channels generates a ticket that is promptly submitted to the relevant WM area for resolution. This streamlined process helps ensure a faster and smoother resolution.

Urgent Escalation: A ticket is escalated to urgent for issues requiring immediate attention or a repeat occurrence. When a ticket is escalated to urgent, our system prioritizes it for a swifter resolution.

Dedicated Team: Our skilled Complaint Resolution team and Workflow Manager assigned to the complaint ticket work diligently with the customer to resolve the complaint within 24 business hours.

Supervisor Support: If we cannot resolve a complaint within the deadline, our Supervisors collaborate with our operations team and speed up the resolution process for a satisfactory outcome.



• Describe how your company will resolve a billing error. Who is the point of contact with regard to the billing/invoicing?

Our billing team completes a 22-point check of every invoice and is committed to being fully transparent and open to questions that may occur in the invoicing process. To keep the inquiry process quick and easy, the University can reach out to John Eliades, who will serve as a liaison between the University and the pertinent internal billing team employees at WM who can assist in quickly answering questions or resolving any issue.



• Describe any quality assurance programs that your company has in place.

WM focuses on four performance principles in all our operations: **Safety, Service, Savings, and Satisfaction**. To meet the goals of each of these principles, we use a comprehensive operations framework – **WM Way** - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

WM Way is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. WM Way was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to WM, will help us meet the benchmarks set by JMU.



WM Way creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The WM Way mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.

Four Performance Principles

Safety Results for JMU

Safety is woven into WM Way because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam® and role playing, drivers are held accountable and are empowered to become better at what they do, which makes JMU a safer place to live, work, and play.

Service Results for JMU

WM Way encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: "Leave it better than you found it." It is a win-win for JMU and WM.

Savings Results for JMU

WM Way helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

Customer and Employee Satisfaction

WM Way has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for JMU. Through WM Way we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

WM Way Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize WM Way as our proprietary best practices management tool. If an issue does arise, our WM Way management procedures are:

Service Metric	WM Way Procedure	WM Way Value
Safety	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR)	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of WM Way, we use established safety metrics to

Service Metric	WM Way Procedure	WM Way Value
	and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Missed pickups	Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to JMU as required.	Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community.
No can out percentage (NCO)	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and discuss the daily dashboard and make route adjustments, if necessary.
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.
Fleet/maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

WM Way Drives Real Results

While the information we capture is critical to each aspect of our business, what sets WM procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, it is then automatically integrated throughout all WM systems. Our significant investment in the technology that facilitates this provides the information we

need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for JMU.

Preventive Maintenance

In addition to WM Way, which is WM's quality assurance program for collection operations, we also have a comprehensive preventive maintenance program for vehicles and equipment. Disciplined adherence to the program and associated tasks help us reduce breakdowns within our fleet and provide JMU with safe and efficient services.

Our program establishes a systematic procedure to minimize all vehicle and equipment failures by monitoring the current conditions and correcting defects before they develop into safety concerns or costly repairs.

Our maintenance team performs regular quality control audits and self-inspections for compliance of our maintenance programs, enabling us to identify areas of improvement and correct deficiencies. Our Preventive Maintenance Program complies with all applicable state and federal requirements, and includes:

Preventive Maintenance Intervals: These intervals are based on vehicle or equipment utilization by hours and/or days. Intervals are increased in the frequency in areas where severe operating conditions exist, such as extreme temperatures, poor road conditions, etc.

Daily Driver Inspections: Before and after each shift, drivers are required to conduct a standardized safety and maintenance check of vehicles and report on any items that may need service. Any defects found during inspections are noted on the inspection form and transferred to a work order for a scheduled repair. Safety-related defects result in the vehicle being removed from service until repairs are completed.

Fluid Sampling and Filter Changes: Our program requires scheduled fluid sampling and filter changes at specified intervals.

Leak Prevention: After operating for 200 hours, each of our collection vehicles undergoes a spill and leak prevention assessment. Mechanics inspect and replace worn hoses - prior to the manufacturer's recommendation. Drivers check their vehicles daily for leaks, including during pre-trip and post-trip inspections.

In-Field Repair Response: If a driver experiences an issue while on a route, he/she calls into dispatch immediately to report the problem. Our in-house maintenance shop will dispatch a mechanic out to the driver immediately to make the necessary repairs. If repairs cannot be completed in field, a backup collection vehicle will be deployed.

Investing in Our Fleet

Each year, WM invests roughly \$600 million in vehicle and equipment maintenance. These investments in our fleet safety, driver training, and onboard equipment have resulted in a 57% reduction in vehicle accidents since 2007.

WM's Preventive Maintenance Program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association and encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in Section 396 of the Federal Motor Carrier Safety Regulations (FMCSR).



Testing brake lights



Checking tire pressure



Inspecting fire extinguishers



Testing hydraulic lifts and buckets

Customers depend upon us to pick up and safely recycle or dispose of their wastes; but they often fail to notice our workers performing these essential tasks. Although vehicle and equipment maintenance may seem like common sense, it is an expensive and labor-intensive task that many companies delay, discount, or even eliminate – but it is imperative to the safety of our employees and customers that these preventive measures are completed.

Environmentally Sound Maintenance Procedures

WM has implemented several environmental procedures for fleet maintenance, including:

- Use of synthetic or semi-synthetic fluids that allow extended oil drain intervals in engine transmissions, differentials and hydraulic systems and reduces the amount of virgin petroleum stock required
- Collection and recycling of all fluids collected from vehicle maintenance by licensed recyclers
- Used oil filters are drained and scrapped, per regulations
- All filters placed in drain basins to prevent environmental pollutants from entering streams

COMPASS® Planning and Control System

Through WM's use of the COMPASS® maintenance planning and control system, we are able to track every piece of equipment for alignment with expectations for good preventive maintenance. COMPASS is our automated maintenance tracking system that includes predictive maintenance features, complete repair and service histories, and calendar reminders. Each equipment component and its available manufacturer-recommended maintenance requirements (or WM standard maintenance intervals), are individually loaded by type, brand, and configuration and given a specific tracking number into COMPASS.

This system is used throughout the entire WM enterprise and has successfully transformed more than 32,000 vehicles and thousands of factory components from a reactive manual tracking maintenance approach to a proactive and predictive one. Utilization of COMPASS has resulted in recent studies showing that, across the board, WM achieves lower-than-average maintenance costs compared to the industry, while maintaining excellent uptime, which equates to outstanding service for JMU.

The usage hours of all equipment are input daily and the system will generate preventive maintenance recommendations according to manufacturers' recommendations. The maintenance must then be completed and paperwork submitted in order to clear the maintenance task from the system.

Skilled, Trained Technicians

WM expanded its Fort Myers, Fla. Driver Training Center in 2017 to include a Fleet Technician Training Center, and opened a second Technician Training Center in Glendale, Ariz. in June 2019. Through these learning facilities, technicians new to WM – regardless of past experience – take part in a two-week immersion training experience to learn our fleet maintenance processes and programs. The two-week course provides on-the-job training that is invaluable to preparing skilled technicians for Day One success as well as giving them a foundation of knowledge to build upon in their WM careers.



The following table outlines our processes for preventive maintenance:

Preventive Maintenance Task	Processes	Process Performance Standards
Planning and Scheduling	Managing performance along with planning/scheduling vehicle repairs	Managers and supervisors are trained to use planning tools that maximize the hours on jobs.
Preventive Maintenance Inspection/Compliance	Scheduled vehicle inspection conducted by maintenance technicians every 200 engine hours	100% of preventive maintenance inspection (PMI) activities performed within 10% of designated intervals

Preventive Maintenance Task	Processes	Process Performance Standards
Quality Control Inspection (QCI)	Fleet manager/supervisor conducts quality control inspection on 10% or more of PMIs completed	Properly documented inspections of 10% of all PMIs
Driver Pre-Trip/Post-Trip Inspections	Pre-trip inspections are conducted prior to the driver starting their day. Post-trip inspections are completed once the driver's route is completed.	Drivers conduct inspections on every truck prior to leaving the facility and upon returning to the yard.
Total Tire Maintenance (TTM)	TTM is a cornerstone of our maintenance program. The technicians follow a seven-step process when changing tires. We focus on accountability for the safety of the public as well as our drivers.	All drivers inspect their truck tires at least two times a day and technicians follow a seven-step process to confirm the tires are installed correctly.

• Describe how your company will ensure proper cleanup of areas of spillage from emptying containers and spillage or leakage from trucks? Describe what methods you will use to perform the cleanup of both situations.

WM is committed to keeping service areas safe and clean by adhering to strict spill prevention and spill response protocols, including maintenance procedures designed to catch potential spills, leaks, and hose breakages before they happen.

In the event of a spill, WM will pick up all blown, littered, and broken material occurring at the point of collection resulting from our operations. Each vehicle will be equipped with a broom and shovel for use in cleaning up any spilled material. WM will exercise due care in the handling of all containers.

WM has a comprehensive spill prevention and response protocol for our collection vehicles is described on the following page.



WM trucks have an onboard spill kit and shovel should a spill occur.

Every 200-operating hours, each of our collection vehicles undergoes a spill and leak prevention assessment. Mechanics inspect hoses and replace ones that show signs of wear prior to the manufacturer-scheduled replacement.

Drivers closely inspect their vehicles for leaks twice per day, during pre-trip and post-trip inspections. When a driver notes a truck leak, the truck does not return to service until the leak has been assessed and repaired by our maintenance shop. A spare truck is used to prevent a delay in collection.

Should a spill occur while on route, the driver immediately contains the spill using the onboard spill kit. The driver notifies our dispatch team of the spill, noting its location, fluid type, proximity to drains, and approximate quantity.

In the event a driver reports a spill that they are unable to contain, or has a spill that has reached stormwater drains, dispatch automatically sends a professional groundwater service provider to the spill location to perform proper cleanup measures.

Our customer is notified, and a route manager is dispatched to the scene of the spill to verify driver reported data, assist in spill containment, and verify that the spill is properly managed per regulatory standards. The route manager documents the spill and reports it to all proper local and state authorities and regulators.

• Describe the procedure used when a container has not been picked up as scheduled.

Used daily by our drivers for commercial customers, our Haul or Call (HOC) process is designed to communicate service challenges so WM can service customers as scheduled. For example, if a container is blocked by a parked car, the driver inputs an HOC request on the account through the onboard tablet. Dispatch receives an instant, electronic request from the driver with a description of the service obstacle and the account number, contact name, and telephone number.

The dispatcher immediately contacts the customer to notify them of the service challenge and to work together on an immediate resolution. Customers appreciate this program because it often prevents delays and missed pickups. If we cannot resolve a service obstacle while the driver is near the customer, a note is included on the customer's account describing the contact attempt and the service issue. If the customer later calls to inquire about a missed pickup, we can provide details of why we did not collect, improving communication with our customers and preventing future misses. If blocked containers or missed collections are a recurring pattern at a particular location, your account management team will proactively solve the issue with your staff.

• Describe any other services, such as recycling, that your company may be able to provide to JMU. Please be specific (ex., paper recycling, food waste recycling, cardboard recycling, etc.)

WM's LampTracker®: Safe Solutions for Fluorescent Bulbs, Ballast, Batteries, Mercury Devices and Electronics

WM's Tracker Services enables organizations like JMU dispose of universal and special wastes through a simple, safe, and compliant mail-back method. WM's LampTracker® program offers safe, simple, and compliant recycling solutions for universal wastes including fluorescent lamps, dry cell batteries, lighting ballasts, mercury switches and devices, and computers and electronics, as well as safe disposal kits for sharps.

Since 1998, LampTracker®, the original recycle-by-mail program, has provided its customers with convenient universal WM solutions, assured regulatory compliance, protection from mercury contamination, and the opportunity to enhance their environmental sustainability performance.

LampTracker® allows James Madison University to equip each facility with the solutions needed to responsibly recycle universal waste.

The prepaid program includes recycling containers, shipping via UPS or FedEx, recycling of returned materials, and complete online documentation of every container ordered and recycled. Auto-reorder and auto regulatory alignment features confirm that each facility has a container on hand and is up-to-date. Containers are available in a variety of sizes and shapes to fit different facilities and needs.

JMU can obtain kits through our website shown below and at the following link, and receive certificates that provide proof of recycling compliance via email, <https://www.wmlamptracker.com/>



• Describe your company's dispatch procedures & location.

WM's Onboard Computing System (OCS) enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in

real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers. Drivers use their OCS to log completion of each service performed.

OCS is also a key tool for noting and communicating route exceptions such as blocked containers, extras, and contamination. Each exception has a designated code. Drivers log the appropriate code at the time of collection and have the option to add supplementary notes. If OCS becomes unavailable, our drivers use a traditional paper route sheet to perform scheduled collections and manually enter routing exceptions. The primary benefits of OCS are:

- **Service exceptions:** When a driver encounters a condition that prevents providing service or requires a service beyond emptying a container, such as removing extras and noting contamination, he or she touches the “service exception” button. Drivers can touch the exception button on the customer order list or from the customer order detail screen, which triggers an “exception” pick list on the display. Drivers touch the role containing the appropriate service exception.
- **Proactive Customer Communication:** Drivers document any issues associated with attempting to service the customer account, including carts not being out, blocked access or ancillary pickups. This allows us to proactively address issues with our customers and prevent inconveniences, such as a missed collection.

WM’s Onboard Computing System Dispatch (OCSD) is the in-office software that connects our dispatch teams and route managers to our drivers through their OCS. Through OCSD, we can easily facilitate route modifications in real time, which instantly appear on drivers’ tablets so that any potential for service disruption is eliminated. OCSD also enables dispatch and managers to assign service tickets electronically and communicate with drivers for immediate customer issue resolution (e.g., blocked container, late set out, etc.).

OCS is complemented by the following industry-leading software and technology:

WM Smart Truck® Technology

WM’s trucks are equipped with our proprietary technology, WM Smart Truck®, which documents service data through sensors and onboard cameras to provide real-time service verification of every service stop and location. This state-of-the-art technology provides your account management team a complete view of your containers at the time of pickup with images that can be shared with JMU. Utilizing this data, we can work collaboratively with JMU to identify opportunities for improvement and develop solutions to maximize service efficiency, improve recycling, and reduce costs.



WM Smart Truck® frees the driver to have a singular responsibility - collection service excellence. Drivers no longer have to leave their trucks to photograph container overages or contamination. WM Smart Truck® technology also adds another layer of service quality for JMU by automatically recording issues

such as a damaged container, missed service, or blocked containers, allowing for a timely service response.

A key component to increasing diversion is having the ability to measure the fullness of your container and identify opportunities to increase recycling by removing cardboard and other recyclables from the waste stream.

WM is at the forefront of developing and implementing sustainable technologies that are revolutionary in the environmental services industry, and Smart Truck® is the latest in those continual efforts.



The Benefits of Smart Truck®:

- Smart Truck® maximizes safety by automating processes that keep our drivers in the cab so they can focus on the task at hand while constantly monitoring their surroundings.
- Smart Truck® provides better service with more transparency using GPS and dedicated cameras to photograph every container serviced for improved customer experience through proactive communication.
- Smart Truck® improves waste-related decision-making. Awareness is the first step to behavior change. Using pictures or videos, Smart Truck® can help increase efficiencies and reduce costs by identifying overages, contamination, and container issues.
- Smart Truck® can help increase efficiencies and reduce costs by identifying overages, contamination, and container issues.
- Smart Truck® enhances aesthetics. Images and videos allow us to proactively identify service opportunities such as containers that need repair, graffiti that needs to be removed, and overflowing dumpsters that need to be addressed.



eRouteLogistics®

eRouteLogistics® is a mapping and routing software system used to develop and modify routes. It considers traffic patterns, vehicle capacity, location of disposal sites, and travel times to create the most efficient routes possible to provide the best value to our customers. This software is integrated with our billing and customer database, Mid-America Systems (MAS), to seamlessly capture new locations and service changes.

DriveCam®: Intelligent Dashcam Technology for Safer Collection

DriveCam®, one of the safety innovations onboard our trucks, goes beyond traditional dashcams by pairing machine vision with artificial intelligence to identify risks as they occur on the road and respond to the driver with real-time coaching.

DriveCam® is mounted on the windshield of the interior cab with cab-facing and road-facing cameras. When an unsafe condition is detected, such as critical following distance, lane departure, or imminent collision, the device visually and audibly alerts our drivers, providing an opportunity for self-correction.

Additionally, if an event is detected, video data is sent to WM route managers for follow-up performance coaching with the driver. Recorded events also help us appreciate the many times that our drivers avoid collisions through using proper defensive driving techniques. We believe our investment in DriveCam® has contributed to reducing our reported vehicle accidents by almost 80% since 2005.



Extra Eyes on Your Roads

WM drivers can manually trigger recording of video on the DriveCam® in the event they witness an emergency situation or suspicious activity.



For an in-depth look at DriveCam®, visit <https://youtu.be/NDvaclfHxy8>.



3 | Expertise, Qualifications, and Experience

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.

WM: Who We Are and What We Do

As North America’s leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry’s largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 48,000 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers’ waste streams.

WM At-A-Glance (data represents the most recently published information)

People	Operations				
48,000 team members	263 solid waste landfills	5 hazardous waste landfills	497 hauling facilities	332 transfer facilities	\$32.8B asset base
Material is Repurposed	Energy is Renewable	Communities are Thriving			
102 recycling facilities	11,307 alternative-fuel vehicles	74 certified wildlife habitat programs			
41 organics recycling facilities, including WM CORE® sites and composting	181 natural gas fueling stations	72 pollinator gardens and wildflower meadow projects			
14.8 million tons of material recovered	95 landfill gas-to-electricity facilities	291 habitat, species, and education projects “on-the-ground”			
	23 direct landfill gas-to-industrial customers	13,413 acres actively managed for wildlife preservation			
	17 renewable natural gas facilities				

WM is Evolving from Service Provider to Sustainability Leader

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability leader by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals.

Sustainability is in the spotlight as never before, and WM is responding by incorporating sustainability into everything we do. Always Working For A Sustainable Tomorrow®.

And we are investing – significantly – in this sustainability strategy. Following are WM’s five strategic sustainability growth areas that will continue to shape WM’s path to a true sustainability partner.

Sustainability program partner

Our customers have expectations to reduce waste, enhance their sustainability reporting, and contribute to a circular economy. WM, in turn, is continuing to adapt to meet these needs and become a true sustainability partner to help our customers increase circularity and accelerate decarbonization goals.

Modern landfills and renewable energy

As part of our overarching company goals to reduce our operations' climate impact, WM plans to invest over \$1 billion in growth capital to build around 20 new WM-owned renewable natural gas facilities by 2026 to help meet our target to capture 8X more landfill gas than in 2021. As we build more renewable natural gas facilities, we aim to allocate renewable natural gas to 100% of our compressed natural gas fleet by 2026.

Recycling infrastructure

We plan to invest over \$1 billion in new and upgraded recycling infrastructure through 2026 – investments that will make our material recovery facilities more efficient so we can reduce contamination and recycle more. With these investments, we aim to add more than 2.5 million tons of material recovery capacity annually to our existing recycling network by 2026 from a 2021 baseline.

Integrated organics

Creating new value from discarded materials goes beyond traditional recycling. A growing number of states and municipalities are enacting or considering regulations that would promote diversion of organics, particularly food waste. We are investing in a range of technologies and programs to proactively grow our infrastructure for handling food waste and other organic materials.

Circular logistics

By recycling materials, we help to avoid GHG emissions by preventing the mining and manufacture of products from virgin materials. The more we can recycle, the more materials we can keep in the circular economy and the more emissions we can avoid. From educating consumers on how to Recycle Right®, to investing in technologies that allow us to divert from landfills, to helping create new markets for recyclables – WM participates in creating a circular economy.

While we are a large company, our employees and drivers are local residents, living, shopping, and playing in the Shenandoah Valley. We provide superior waste and recycling services from our WM – Harrisonburg Hauling District to the surrounding area, serving residential, municipal, commercial, and industrial customers. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

Our local office, located in Harrisonburg, will continue to provide JMU with operational, management, financial, and reserve resources as part of this Agreement. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only to continue to meet, but to exceed JMU's expectations for waste and recycling services.

We are well positioned to provide the dependable services and operations you've come to expect and which you require on an uninterrupted basis. Our WM – Harrisonburg Hauling team looks forward to the opportunity to continue to provide WM services for your University facilities.

Waste Management of Virginia, Inc.

Waste Management of Virginia, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Virginia in 1988. Our team of professionals will service JMU from our WM – Harrisonburg Hauling District, which is located at 3580 S. Main St., Harrisonburg, VA 22801. We invite JMU representatives to visit our facilities and learn firsthand about our superior operational approach to providing waste and recycling services for your University.

Introducing your James Madison University Service Team

Our dependable operations are overseen by a highly qualified group of WM team members with experience in the daily operations of environmental services. The team we have assembled for JMU represents top leaders at all levels – from executive management - to sales management - to operations management.

We will continue to work with you to implement and execute collection services that align with all of your requirements and expectations. Your local JMU service team brings a diversity of backgrounds, skillsets, and job responsibilities and will include:

Michelle Deverin | Area Manager of Public Sector Solutions

mdeverin@wm.com | (202) 579-3887



As Public Sector Services Area Manager, Michelle Deverin will be an additional leadership point of contact for University staff and supporting partner of JMU's main contact, John Eliades. Michelle has worked in the waste and recycling industry in various roles since 2014, including Public Sector Solutions Representative, Major Account Representative, and Construction Account Manager. Michelle has a business and finance background with a Bachelor of Science in Business Administration.

Michelle will oversee all Public Sector responsibilities including strategy, delivery of WM's municipal contract efforts, pricing, contract compliance, and new programs. Michelle and her team are recognized for having a customer-first mindset, placing customers as the center of what they do every day.

Jonathan Lowe: District Manager – WM Harrisonburg and Salem Hauling

Jlowe11@wm.com | (912) 661-8472



Jonathan Lowe has been with WM for five years and is currently the district manager at WM's Harrisonburg & Salem hauling sites. He brings 15 years of operations experience to the role and provides a high-level of customer service to the greater Harrisonburg, Charlottesville, and Roanoke areas. Before being hired as the district manager in Harrisonburg, Jonathan managed sites in the Savannah and Atlanta, Georgia, market areas. Jonathan was raised in Baltimore County, Maryland, and graduated from the University of Maryland, College Park, where he received a B.S. in Finance and Supply Chain Operations. In his free time,

Jonathan enjoys fishing and hiking trails throughout the Valley.

Justin Dove: Route Manager – WM Harrisonburg Hauling

Jdove1@wm.com | (540) 236-2391



Justin was born and raised in McGaheysville, Virginia and has been with WM for ten years! After spending eight years as a driver for the Harrisonburg Hauling site (where he serviced JMU five days a week), Justin was promoted to route manager in 2021. His experience includes working with customers, including JMU, UVA, Bridgewater College, and Mary Baldwin University. He maintains excellent relationships with our customers, including Mr. Rexrode at JMU. As a route manager, Justin prides himself on finding ways to support his drivers so they can provide excellent customer service to the Harrisonburg and Charlottesville areas.

Justin looks forward to continuing to provide high-level service to JMU in the months and years ahead. Justin spends most of his free time with his wife of ten years and three children.

James Madison University's Designated Account Representative

John Eliades: Sr. Account Executive – Education

Jeliade1@wm.com | (202) 536-6919

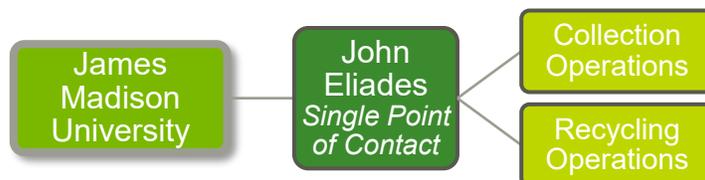


John will be the University's designated point of contact for contract compliance and day-to-day administration. John is a life-long resident of Virginia and has been with WM since his graduation from Randolph-Macon College.

John serves as an education representative, managing K-12 and higher education contracts around the State of Virginia. He will continue to serve as JMU's main point of contact, overseeing WM's implementation of the new agreement. He will continue to make sure all your needs and expectations are met. John will continue to oversee the efforts of WM's team to verify that

obligations, such as reporting, service verification, and customer outreach, are delivered per the contract, law, and company policy. He maintains knowledge about legislation, regulations, and local ordinances regarding WM's delivery of services. John will oversee all

aspects of this agreement and will work collaboratively with university staff to design and implement new services and programs in accordance with contractual requirements, changes in law, and your direction.



Our Drivers - The Backbone of Our Daily Operations



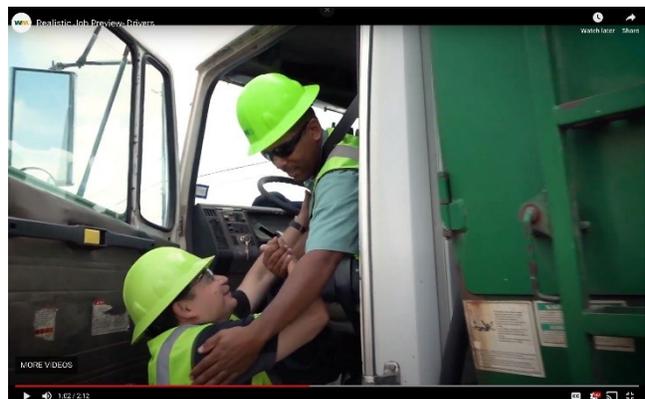
At WM, we believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

Our team of highly trained, experienced drivers is the backbone of our daily operations and is dedicated to providing JMU with world-class service. These men and women are more than just your waste collection drivers - they are your friends and neighbors, and they take great pride in helping preserve your environment today and for future generations.

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they have to constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

Our diligent pre-employment screening process includes a comprehensive background check, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training that is specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to WM's values of people first and success with integrity.



What's it like to be a WM driver? See how our drivers get the job done while prioritizing safety and utilizing technology by clicking or going to: youtu.be/2ED8z3LYAdY.



4 | Offeror Data Sheet

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 35 Months 11

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 #
University of Virginia	10 years	575 Alderman Road Charlottesville, VA 22904	Courtney Cotton 434.365.9179
Christopher Newport University	1 year	1 Avenue of the Arts Newport News, VA 23606	Brian Kelley 740.816.6657
College of William and Mary	26 years	200 Stadium Drive Williamsburg, VA 23185	Kathy Mabe 757.221.1636
George Mason University	21 years	4400 University Drive Fairfax, VA 22030	Kevin Brim 703.453.7230
Bridgewater College	12 years	402 E College Street Bridgewater, VA 22812	Amanda Jenkins 540.828.5317

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

John Eliades - Senior Account Executive, Public Sector: 3085 South Main Street, Harrisonburg, VA 22801

Waste Management of Virginia Inc.; WM - Harrisonburg Hauling

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: _____



5 | Small Business Subcontracting Plan

ATTACHMENT B

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

Offeror Name: Waste Management of Virginia, Inc. Preparer Name: John Eliades

Date: May 9, 2024

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 SBSBD 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: JMU - RFP# ADL-1208

Date Form Completed: 05/02/2024

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

Offeror / Proposer:

Waste Management on Virginia, Inc.
Firm

3580 S Main St. Harrisonburg, VA 22801
Address

John Eliades - 202.536.6919
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)
Cascade Engineering Inc	(616) 975-4800	152	Trash Container Provider		\$85,424
HIRED HANDS	(540) 820-3458	417279	FACILITIES MAINTENANCE		\$26,589
DPF SERVICES LLC	(540) 412-5611	378975	Equipment Maintenance		\$24,035
DPF SERVICES LLC	(540) 412-5611	34675	TRANSPORTATION & LOGISTICS		\$11,880
P & S Electric LLC	(540) 942-3406	364348	FACILITIES MAINTENANCE		\$2,662
BLACK BEAR COMPOSTING	(888) 666-4172	398187	TRANSPORTATION & LOGISTICS		\$2,327
AX Products & Services Inc	(912)-421-9447	366072	UNIFORMS		\$1,169

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

RETURN OF THIS PAGE IS REQUIRED

WM's small business subcontracting plan for 2024 follows:

DocuSign Envelope ID: 5931978F-61DA-478F-98CD-9CD392BC



WM
800 Capitol St, Suite 3000
Houston Texas 77002

SMALL BUSINESS SUBCONTRACTING PLAN

January 1, 2024 - December 31, 2024

The corporate plan includes data that shall not be disclosed outside the government and shall not be duplicated, used or disclosed (in whole or in part) for any purpose other than to evaluate this plan. This restriction does not limit the government's right to use information contained in this plan if it is obtained from another source without restriction. Information in this document consists of WM confidential information and/or proprietary commercial or financial information exempted from public disclosure under the provision of 5 use 5520(b)(4) the freedom of information act.

1.0 TYPE OF PLAN

This Small Business (SBEs), Minority Disadvantaged Business, Women Owned Business, HUBZone Business, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned Business, Veteran Owned Small Business and Service Disabled Veteran Owned Small Business Subcontracting Plan, along with any attachments, is submitted to fulfill the Company's obligation under Public Law 95-507, Federal Acquisition Regulations 52.219, and other relevant regulations issued pursuant thereto. This Plan is a "Commercial Plan" and is an annual company-wide Plan for all of the Company's commercial products and services.

2.0 POLICY STATEMENT

It is WM's current policy to include small businesses; those owned by minorities, women and service-disabled veterans among its sources for suppliers – into valuable partners and suppliers of high-quality, cost-competitive products and services. All businesses and functions are accountable for execution of this policy.

It is the company's current mission to develop a growing portfolio of viable and competitive small businesses; including those owned by minorities, women and service-disabled veterans that will enable our company to increasingly utilize a supplier base which truly reflects the diversity of our customer base.

Our Supplier Diversity objectives support the organization in growing and expanding the WM overall business and shareholder value by engaging and developing diverse value-added suppliers thus creating a sustainable competitive advantage.

It is WM's privilege, policy and practice to proactively seek diversified suppliers. Through Supplier Diversity, we currently build relationships with businesses that are at least 51% owned by minorities, women, and service-disabled veterans capable of providing commodities and services at competitive prices.

WM, in accordance with our business values, strives to conduct business with all suppliers in an environment that demonstrates mutual trust, fairness, respect, integrity and inclusion of different perspectives.

Spend Goals -Past, Present and Future

WM has shown continuous improvement year after year in our level of expenditures with small business concerns. WM is committed to utilizing Small Business, Disadvantaged & Minority Owned Business, Women Owned Business, HUBZone Small Business, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned Business, Veteran Owned Small Business and Service-Disabled Veteran Owned

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Small Business in achieving our corporate spend goals. We are collecting spend data reflecting these SBA categories going forward as we build our small business program.

Separate dollar and percentage goals, expressed in terms of percentages of total subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned Business, small disadvantaged business, and women-owned small business concerns as subcontractors are forecasted and listed below:

- A. Total estimated dollar value and percent of planned subcontracting with small businesses (include veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged & minority owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned Business, and women-owned small business concerns): (% of "C")
\$722,550,000 and 10%
- B. Total estimated dollar value and percent of planned subcontracting with large business (all business concerns classified as "other than small"): (% of "C")
\$6,503,000,000 and 90%
- C. Total estimated dollar value of all planned subcontracting for an individual contract plan; or the offerors total projected sales, expressed dollars, and the total value of projected subcontracts to support the sales for a commercial plan, i.e., the sum of A and B above:
\$ (100 Percent)
\$7,225,500,000 and 100.00%
- D. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses: (% of "C")
\$45,000,000 and 0.62%
- E. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran owned small businesses (% of "C")
\$0 and 0%
- F. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses, SBEs, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned Business: (% of "C")
\$65,000,000 and 0.90%
- G. Total estimated dollar value and percent of planned subcontracting with small, disadvantaged minority owned businesses: (% of "C")
\$315,000,000 and 4.36%
- H. Total estimated dollar value and percent of planned subcontracting with women-owned small businesses: (% of "C")
\$297,550,000 and 4.12%



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3.0 PRODUCTS AND SERVICES

All qualified small businesses participate in all of the categories of products and services sourced by WM. The following is a partial list of those products and services.

Bldg. & Grounds Maintenance	Lubricants
Class 8 Vehicle Parts	Material Sorting or Transfer Station Specific
Class 8 Vehicle Repair & Maintenance Class 8	Odor Control
Vehicle Sales	Marketing & Advertising Promotions
Computers	Office Related Products & Services Print &
Containers	Stationery
Disposal	Professional Services
Employee Related Products & Services	Real Estate
Engineering	Safety Supplies
Environmental Testing	Security
Equipment Rental	Shop & Maintenance Supplies
Fuel & Gases	Support Vehicles Service & Parts
Heavy Equipment	Telecom
Heavy Equipment Parts	Tires
Heavy Equipment Rental	Training
Heavy Equipment Repair & Maintenance	Transportation
Hurricane / Disaster Debris Removal	Travel
Labor	Uniforms
Landfill Specific Products & Services	Water

4.0 METHODOLOGY FOR DETERMINING CORPORATE SPEND GOALS

Under the direction of WM's Corporate Procurement organization with the assistance of the Supplier Diversity Team, Group Level involvement is engaged through the Procurement Director level and corporate level support teams. Group sourcing teams submit strategies, spend analysis and objectives, and supply chain inclusion with small business enterprises. The goal planning exercise includes a review of; the next year's estimated budget, historical spend, changes/gaps in major suppliers, a comprehensive action plan for the upcoming year and recommendations for the projected goal. The diverse spend level of each of the Groups is then assessed based upon the availability of qualified suppliers and other factors. Goals are then reported and reviewed by the supplier diversity program administrator and WM's Vice President / Chief Procurement Officer. Attainability is reviewed, and a determination is made which ensures that goals represent a meaningful contribution and continuous improvement to WM's supplier diversity initiatives. Upon agreement and acceptance of goals by all involved parties, the objectives are combined to form WM's Corporate spend goal and disbursed company wide.

5.0 METHODOLOGY FOR SUPPLIER IDENTIFICATION

5.1 Total Supplier Management System (TSMS) - Supplier Repository

WM utilizes a web-based supplier repository where all company procurement professionals have access to locate and source diverse suppliers. This comprehensive database has information about supplier certification status, geographical service area, products and services they provide and much more. We encourage all potential diverse suppliers to register by entering their company profile at

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[WM Supplier Registration Portal](#)

5.2 Trade Fairs

Corporate Procurement as well as selective WM employees actively participates in select Minority Business Opportunity Trade Fairs across the country. A partial list of national and local organizations that WM continues to support include: National Minority Supplier Development Council (NMSDC), Minority Enterprise Development Week (MEDWEEK), Women Business Enterprise National Council (WBENC), National Gay and Lesbian Chamber of Commerce Certification (NGLCC), Government Procurement Connections (GPC) Small Business Development Centers (SBDC), SBA Opportunity Fairs, U.S. Hispanic Chamber of Commerce, Asian Business Association, The National Center of Native Americans as well as ISM, NAACP, and the Urban League.

5.3 Other Sources of Information

WM's procurement organization utilizes all available sources of information to locate small and large diverse business suppliers. Sources of information include state and local lists of minority suppliers, NMSDC database, WBENC database and the SBA System for Award Management (SAM) database, among others.

6.0 PROGRAM ADMINISTRATION PLAN

6.1 Supplier Diversity Program

The Supplier Diversity Program consists of processes and systems, which support the use of and partnership with diversified suppliers. Through Supplier Diversity, we currently build relationships with businesses that are 51% owned, operated and controlled by minorities, women, and service-disabled veterans capable of providing commodities and services at competitive prices and have the following credentials listed below. Our current path includes partnerships with small, veteran-owned small business, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns.

- a. A Strong financial profile and a strong credit rating
- b. An impeccable safety record.
- c. Ability to facilitate strategic alliances.
- d. A Successful, long term customer relationship history including customer feedback on quality and reliability of the commodities or services.
- e. Community involvement and outreach
- f. Positive position in the market for workforce and supplier diversity

Supplier Diversity Program content criteria include the following:

- a. Senior Leadership support and clear expectations for a strong supplier diversity program
- b. Processes documented and deployed which allow for consistent implementation of the supplier diversity policy and program.
- c. Effective communications internally to key stakeholders within the company
- d. Effective external communications to suppliers and constituents regarding the supplier diversity



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- program
- e. Measurement systems and methodology for sustaining the supplier diversity program.
 - f. An active supplier development program with adequate investment in suppliers who can benefit from the mentoring process.
 - g. Performance objectives and expectations that permeate the organization to assure shared responsibility for effective implementation of the supplier diversity program at WM.

These criteria can be part of a self-assessment process, which can be administered on an annual basis.

The responsible person for overseeing WM's diverse supplier initiatives is on the Corporate Procurement staff. Specific information follows:

Program Administrator:	John Velandia Senior Manager - Supplier Diversity
Address:	800 Capitol St, Suite 300, Houston, Texas 77002
Telephone:	(713) 394-2273 / (281) 740-2947
E-mail:	jvelandi@wm.com

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Houston Texas 77002

The Program Administrator is responsible for the daily management of the Supplier Diversity Program and is appointed the small business liaison related to all purchasing activities that include:

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this plan. These duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate WM's support for awarding contracts and subcontracts to small, veteran-owned, service-disabled veteran-owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, HUBZone, minority disadvantaged, and women-owned small business; and assure that small, veteran-owned, service-disabled veteran-owned, HUBZone owned, minority disadvantaged, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned and women-owned small business are included on the source lists for solicitations for products and services they are capable of providing ;
- b. Developing and maintaining bidder's lists of small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, small disadvantaged (SBEs), minority and women-owned small business concerns from all possible sources.
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists.
- d. Ensuring that procurement "packages" are designed to permit the maximum possible participation of SBEs, veteran-owned, service-disabled veteran-owned, HUBZone owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, minority disadvantaged, and women-owned small business.
- e. Make arrangements to identify small, veteran-owned small, service-disabled veteran-owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, HUBZone owned, minority disadvantaged, and women-owned small business through multiple sources such as SSA's SUB-Net (<http://web.sba.gov/subneU>), the SAM Portal Search (<https://www.sam.gov>), the National Minority Supplier Development Council, National Gay and Lesbian Chamber of Commerce Certification, (NGLCC)Women's Business Enterprise National Council, Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, the facilities of local small business, minority associations, and contact with federal agencies' Small Business Specialists;
- f. Overseeing the establishment and maintenance of contract and subcontract award records.
- g. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.
- h. Ensure that small (SBEs), veteran owned, service-disabled veteran-owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, minority disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company.
- i. Conducting or arranging for the conduct of training for procurement personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
- j. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
- k. Preparing, and submitting timely, required subcontracting reports.
- l. Coordinating the WM's activities during the conduct of compliance reviews by federal agencies.
- m. Providing technical assistance, e.g., engineering, quality control, and managerial assistance to Small (SBEs), veteran-owned, service-disabled veteran-owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, HUBZone owned, minority disadvantaged, and women-owned small business.

6.2 Procurement Group Supplier Diversity Advocates

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Procurement Group Supplier Diversity Advocates represent major market areas within WM. Supplier Diversity Advocates are contact points for all types of diverse suppliers interested in providing goods and services to WM. Each advocates' in-depth knowledge of their facilities' operation and requirements enables them to provide timely and knowledgeable responses to supplier inquiries. They also effectively assist diverse suppliers in the presentation of their capabilities to appropriate location personnel.

7.1 EFFORTS TO PROVIDE EQUITABLE OPPORTUNITY

The following efforts will be taken to assure that small business (SBEs), veteran-owned, service-disabled veteran owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, HUBZone owned business, minority disadvantaged business and woman-owned business concerns will have an equitable opportunity to compete for business:

Internal efforts to guide and encourage procurement personnel:

- a. Maintenance of small (SBEs), Minority disadvantaged and women-owned small business concerns source lists, guides, and other data identifying small, veteran-owned, service-disabled veteran owned HUBZone, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, minority disadvantaged and women-owned business concerns and utilized by buyers in soliciting subcontracts.
- b. Utilization of supplier repository to include identification of small (SBEs), veteran-owned, service-disabled veteran owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, HUBZone owned, minority disadvantaged and women-owned business concerns.
- c. Internal efforts to guide and encourage buyers to procure from small (SBEs), veteran-owned, service-disabled veteran owned HUBZone, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned, minority disadvantaged and women-owned businesses.
- d. Monitor activities to assure compliance with the subcontracting plan.
- e. Present workshops, seminars, and training programs

Outreach efforts to obtain sources:

- a. Contacting minority, women, and small business trade associations
- b. Contacting business development organizations
- c. Attending small, veteran 's, minority, Lesbian, Gay, Bisexual or Transgender (LGBT) and women 's business procurement conferences and trade fairs
- d. Locating sources from the System for Award Management (SAM) Portal.
- e. Utilizing newspaper and magazine ads to encourage new sources.
- f. Posting notices of sources sought and/or requests for proposals or requests for quotations on SSA's SUB-Net.

8.0 INCLUSION CLAUSE/FLOW-DOWN CLAUSE

Currently, all E-procurement opportunities have inclusion language regarding WM's diverse supplier initiatives.

WM agrees to include the provisions under FAR52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan" This data is reported to, and tracked by, WM on a quarterly basis.

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The following language is included in standard purchase terms and agreements: "WM and Supplier shall support the utilization and development of qualified small, veteran-owned, service-disabled veteran owned small, HUBZone small, small disadvantaged and women-owned small business concerns and minority-owned enterprises (MBE). Supplier shall have processes to encourage the placement of and shall make good faith efforts to place; ten percent (10%) of the total dollar amount of the Supplier's awarded Agreement related purchases of services and materials from small, veteran owned, service-disabled veteran owned small, HUBZone small, small disadvantaged and women-owned small businesses and minority-owned enterprises (MBE).

9.0 COOPERATION AND REPORTING

Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, and (iii) Summary Subcontract Report, in accordance with the instructions on the forms.

10.0 MAINTENANCE, PERFORMANCE AND COMMUNICATION

10.1 Record Maintenance

The following types of records will be maintained to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in this Plan, and to ensure maximum practicable utilization of small business(SBEs), HUBZone small business, small women owned business, veteran owned small business, service disabled veteran owned small business, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned businesses and minority disadvantaged small business concerns. These records will be maintained on a Company-wide basis, unless otherwise

- a. Small (SBEs), minority disadvantaged, women owned, HUBZone, veteran owned, and service-disabled veteran owned, Lesbian, Gay, Bisexual or Transgender (LGBT) Owned business concern source lists, guides and other data identifying such suppliers.
- b. Organizations contacted for small (SBEs), HUBZone small, veteran owned, and service-disabled veteran owned, minority disadvantaged, Lesbian, Gay, Bisexual or Transgender (LGBT) and women-owned small business sources.
- c. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
(A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) whether women owned business concerns were solicited and if not, why not, (D) whether HUBZone small businesses were solicited and if not, why not and (E) whether veteran owned small business were solicited and if not, why not and (F) whether service disabled veteran owned small business concerns were solicited and if not, why not (G) if applicable, the reason awards were not made to a SB/SDB/WBENOSB/SDVOSB/HUBZ business concern.
- d. Records to support other outreach efforts, e.g. contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs.
- e. Records to support internal activities to (A) guide and encourage purchasing personnel, e.g.,

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WM
800 Capitol St, Suite 3000
Houston Texas 77002

workshops, seminars, training programs, incentive awards; and to (B) monitor activities to evaluate compliance.

10.2 WM's Supplier Diversity Program

WM's Supplier Diversity Program provides a focal point and coordination function for WM's outreach programs involving diverse business relationships. Representing WM market areas and organizations, the Supplier Diversity team performs its primary functions through assistance from the Supplier Diversity program manager, business analyst and supplier diversity advocates.

10.3 External Communications

As an ongoing part of its communications activities, WM continues to advertise its programs and opportunities through a variety of media. WM will place ads in national magazines targeting minority and women audiences, as well as SB/SDB/WBENOSB/SDVOSB/HUBZ/LGBTQ business concerns as in local minority and government contracting business publications, M/WBE association publications, and other publications, which could provide a unique opportunity for WM to reach the diverse business community.

10.4 Internal Communications

WM uses various methods for increasing employee awareness of Supplier Diversity and small business efforts and programs and encourages individual involvement throughout the company. A Supplier Diversity Intranet Web Page and quarterly SD Newsletter is in place discussing WM's commitment, activities, quarterly results, supplier lists, and information important to the growth and development of diverse suppliers. Additionally a Supplier Diversity Council is in place to advance Supplier Diversity initiatives.

10.5 Indirect Cost Allocation

Purchases of goods and services by WM's U.S., are regarded as indirect expenditures to establish the subcontracting goals for this commercial plan. Indirect costs have been included in the dollar and percentage subcontracting goals as stated in Section 2.0 GOALS

Signed by:

DocuSigned by:
John Velandia
507AFE6E9B50419...

John Velandia
Senior Manager – Supplier Diversity
800 Capitol St., Suite 300
Houston, Texas 77002
(713) 394-2273 / (284) 740-2947
jvelandi@wm.com

DocuSigned by:
Todd Poste
925A735BAC0D41B...

Todd Poste
Chief Procurement Officer, VP Supply Chain
800 Capitol St, Suite 300
Houston, Texas 77002
(713) 328-7502 / (713) 328-7405
tposte@wm.com





6 | VASCUPP Sales

Proposal Preparation and Submission

B. Specific Proposal Instructions

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution.

Please find WM's VASCUPP member sales during the last twelve months below:

- **CONTRACT #:** VTS-1445-2021- Virginia Tech: Value (Last 12 Months): Est. \$15,000
- **CONTRACT #:** UCPJMU5653 – JMU: Value (Last 12 Months): Est. \$250,000



7 | Proposed Cost

Please see attachment E for Pricing Schedule Table.

Please find a completed Attachment E on the following pages.

ATTACHMENT E

Dumpster Location	Equipment Description	Standard P/U Schedule	Summer P/U Schedule	Equipment Color (Contractor Owned, Only)	Monthly Rental Fee	Yearly Rental Fee (Monthly X 12)	Price Per Pickup
Gibbons Hall	34 Cubic Yard Compactor	Tuesday/Friday	Remove	N/A	\$0.00	\$0.00	\$ 208.00
S-1 (Festival)	34 Cubic Yard Compactor	Tuesday or Friday	Once every 14 Days	N/A	\$0.00	\$0.00	\$ 208.00
EHUB Trash	34 Cubic Yard Compactor	Tuesday	Once every 14 Days	N/A	\$0.00	\$0.00	\$ 208.00
Warren Campus Center	34 Cubic Yard Compactor	Once every other week	Once every 14 Days	N/A	\$0.00	\$0.00	\$ 208.00
ECD Trash	34 Cubic Yard Compactor	Tuesday	Once every 14 Days	N/A	\$0.00	\$0.00	\$ 208.00
Central Warehouse	30 Cubic Yard Compactor	Tuesday (Will call as needed if more)	Tuesday	N/A	\$0.00	\$0.00	\$ 208.00
Student Success Center	24 Cubic Yard Compactor	Wednesday	Once every 14 days	N/A	\$0.00	\$0.00	\$ 208.00
Bridgeforth Stadium	34 Cubic Yard Compactor	On Call	On Call	N/A	\$0.00	\$0.00	\$ 208.00
Ice House	8 Cubic Yard Front-End Dumpster	Wednesday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07

Maintenance Center	8 Cubic Yard Front-End Dumpster	Monday-Friday	Monday, Wednesday, Friday	Bronzestone	\$0.00	\$0.00	\$30.07
Grace Street Subway	8 Cubic Yard Front-End Dumpster	Monday-Saturday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
UREC Park	8 Cubic Yard Front-End Dumpster	Friday	On Call	Green	\$0.00	\$0.00	\$30.07
Rose Library	8 Cubic Yard Front-End Dumpster	Monday/Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
1070 Virginia Avenue	8 Cubic Yard Front-End Dumpster	Tuesday-Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
South Main Recycling Containers	30 Cubic Yard Roll-offs	On Call	On Call	Bronzestone or Blue	\$0.00	\$0.00	\$208.00
South Main UBC	40 Cubic Yard Roll-off	On Call	On Call	Bronzestone or Blue	\$0.00	\$0.00	\$208.00
A-2	8 Cubic Yard Front-End Dumpster	Monday-Friday	Tuesday, Friday	Bronzestone	\$0.00	\$0.00	\$30.07
A-3	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday	Tuesday, Friday	Bronzestone	\$0.00	\$0.00	\$30.07
755 MLK Way	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
Painting & Drawing Center	8 Cubic Yard Front-End Dumpster	Tuesday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07
FM Annex	8 Cubic Yard Front-End Dumpster	Tuesday-Friday	Tuesday	Bronzestone	\$0.00	\$0.00	\$30.07

Chappelear	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzetone	\$0.00	\$0.00	\$30.07
Dingledine	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzetone	\$0.00	\$0.00	\$30.07
Frederickson	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzetone	\$0.00	\$0.00	\$30.07
Garber	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzetone	\$0.00	\$0.00	\$30.07
Huffman	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzetone	\$0.00	\$0.00	\$30.07
Weaver	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday, Saturday	Every other Wednesday	Bronzetone	\$0.00	\$0.00	\$30.07
White	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday, Saturday	Every other Wednesday	Bronzetone	\$0.00	\$0.00	\$30.07
Additional Pricing							
Supplemental* Front End Load Pricing: \$150.00 per container delivery/removal/exchange; \$30.07 per container lift; \$120.00 per container relocate							
Supplemental* Roll Off Pricing: \$150.00 per container delivery; \$208.00 per container haul; \$120.00 per container trip/relocate							

Container Maintenance/Repair Pricing: Per quote, as needed.

*Graduation / Move-In / Move-Out / Temporary Services / Additional Services

8 | Exceptions and Clarifications

Waste Management of Virginia, Inc. (“WM”) submits these Exceptions to the James Madison University Request for Proposals for Waste Hauling Services; RFP# ADL-1208; due May 9, 2024, by 2 p.m..

WM hereby qualifies its proposal in accordance with the following comments and exceptions to the RFP and to the Terms and Conditions included with the RFP:

WM is requesting the following revisions in bold text:

- Section VI.D.3: “No maintenance service fees for contractor owned equipment shall be charged to the University, unless the University, **or an employee, subcontractor, or student of the University**, has clearly damaged the contractor’s equipment. Standard wear and tear resulting from the normal use of the contractor’s equipment shall be the responsibility of the Contractor.”
- Section VII.P: “DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after **15 days**’ written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase an administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.”
- Section VIII.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 **to the University pursuant to the contract**, 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.”
- Section VIII.Q: “WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces, resulting **solely** from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.”

WM’s response to JMU’s RFP is conditioned on these exceptions. Waste Management of Virginia, Inc. agrees to work in good faith with JMU to negotiate a mutually agreeable Contract that is acceptable to both parties.



9 | Conclusion

Waste Management of Virginia, Inc. (WM) is proud to be your environmental solutions provider - bringing dependable waste and recycling management services to JMU for nearly two decades. You are familiar with our company, our team, and our professional approach over the long term, and we are excited about the opportunity to continue to work with you in managing your waste and recycling needs.

We believe this to be a significant contract for both JMU and WM. As your long-term provider, we are strongly invested in your University and want to serve as your waste services solution long into the future. We understand your priorities, the way you work, and what makes your University such a great place to live, work, study and play. This makes us uniquely qualified to provide tailored services to meet your operational needs and the ever-evolving expectations.

We are committed to strengthening our current relationship by continuing to provide high-quality, reliable service for the entire term of the Agreement. We have already shown ourselves to be a dependable partner in our current agreement. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for your campus locations. WM intends to continue to offer uninterrupted stability backed by innovation, value, and price.

Lastly, continuing a partnership with WM will provide your University with uninterrupted, reliable service delivery for an essential and highly regulated operation. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working partnership with your staff. Our best-in-class transfer stations, landfills, and recycling operations, along with our industry-leading safety and environmental practices, should give you the peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

We appreciate your partnership and the continued opportunity to help build a more sustainable tomorrow for JMU. Thank you for your consideration of our proposal.

WM is dedicated to being the best environmental solutions partner for JMU now and in the future.





April 30, 2024

**ADDENDUM NO.: 001
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# ADL-1208**
Dated: **April 11, 2024**
Commodity: **Waste Hauling Services**
RFP Closing On: **May 9, 2024 at 2:00 p.m. (Eastern)**

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

1. *Per page #20 - Will you allow for annual price escalations to reflect the CPI-U - Water, Sewer, Trash index? This index is much more representative of the inflationary costs associated with our industry.*
 - a. **This could be part of your negotiations with JMU should you be selected. JMU will on the occasion allow other price escalations with proper justification.**

2. *On page 6, item F, refers to a "part b" on the bid form. Where is this included in the solicitation?*
 - a. **Use the lines underneath additional pricing on the bid form as "part b". Here is where you will fill out the requested information from the question.**

3. *Per page 5, section C- If a contractor has an alternate method for collecting and providing tonnage data, can we forego the requested dedicated route 1x/quarter?*
 - a. **You may propose your option in the proposal along with why it would be beneficial to JMU. The contractor should be able to provide data in one of the two manners in case your proposed alternate method is not accepted.**

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

4. *Would you please provide the make, model, and serial numbers of the compactors?*

- a. **We use and own Marathon RJ-250SC aka self-contained compactors. Most are the 34-yard type except 2 that are smaller. We rent the front load containers that are of 8-yard capacity.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Largent', with a stylized flourish at the end.

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



Request for Proposal

RFP# ADL-1208

Waste Hauling Services

April 11, 2024



REQUEST FOR PROPOSAL
RFP# ADL-1208

Issue Date: April 11, 2024
Title: Waste Hauling Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 09, 2024 for Furnishing The Services Described Herein.

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

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

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

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

Name and Address of Firm:

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-1208

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I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 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>.

James Madison University pays rental fees for the use of some refuse dumpsters around campus, the remaining refuse dumpsters are owned by the University. In addition, the University owns many of roll-offs that are currently in use. The current contract is approaching final expiration. Current annual spend for waste refuse services is estimated to be around \$200,000.00.

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

The contractor shall be required to furnish all labor, supervision, tools, and equipment necessary for placement, pickup, hauling, and maintenance for contractor owned equipment and for the pickup and hauling of University owned equipment. Delivery of all dumpsters and commencement of service is required on or before August 12, 2024.

A. SPECIFICATIONS

The University reserves the right to add or delete containers as needed at the unit prices indicated on the Pricing Schedule.

1. Front-end Dumpster

- a. Front end dumpster tops must have the capability to remain open for loading.
- b. Front end dumpsters must have loading doors or tops allowing for loading by a single person standing at ground level. Loading openings must be no more than 46" from ground level. Side doors and lids must be 25" x 25" with doors that may remain open without being propped.

- c. The University may occasionally request that rolling casters be put-on front-end dumpsters.
- d. All dumpsters shall be painted “Bronzestone” unless otherwise noted. Paint samples will be provided to the contractor upon request.
- e. Dumpster capacities are noted per site on the attached Dumpster and Pricing Schedule and are subject to change at the discretion of the University during the term of the contract.

2. **Roll-off Dumpster**

- a. Roll-off dumpsters must have open tops and operational rear doors.
- b. Dumpsters must not cause undue damage to gravel sites when loaded and unloaded.
- c. Dumpster capacities are noted per site on the attached Dumpster and Pricing Schedule and are subject to change at the discretion of the University during the term of the contract.

3. **Vehicles**

- a. Suitably designed loading vehicles with a lift capacity of at least 8,000 pounds to pick up and transport full dumpsters up to 8 cubic yard capacity; roll-off type trucks for pickup and transportation of 30, 34, and 40 cubic yard roll-off dumpsters and compactors. Metal dumpsters of varying capacities and design, for collections and disposal of trash and refuse in accordance with the schedule of locations and prices.
- b. The bodies of front-end loader refuse trucks will be completely enclosed, have an industry approved compaction system, and be so designed that there will normally be no spillage of material either during loading or transporting. The entire unit must be able to approach each pickup point and negotiate all roads and streets. The roll-off type truck unit shall be equipped to handle the stationary and self-contained compactors specified in the schedule of locations and prices. Trucks must be radio dispatched (cell phone is acceptable).

B. SERVICE AND MAINTENANCE

The contractor shall be required to furnish all services and maintenance on the front end dumpsters and roll-off dumpsters. The service and maintenance shall include, but not be limited to, the following:

1. Care shall be taken to prevent spillage of trash during pickup. **The contractor shall be responsible for the removal and cleanup of spillage from the dumpsters.**
2. The exterior of each roll off dumpster and compactor, both contractor and University owned, should be cleaned off after each dump to ensure no waste, especially food waste is left on the exterior of the dumpster.
3. The Contractor shall paint the dumpsters in colors specified by the University, and maintain their new appearance at all times. If dumpsters already exist on campus, repainting to University standard colors will be scheduled at the discretion of the University. All new dumpsters delivered to the campus shall conform to campus standards.
4. The Contractor shall provide a twenty-four hour a day, six days a week (Monday – Saturday) contact person to be contacted in cases of problem and/or emergencies. This person or persons shall be required to respond and be on the University campus within one hour of notification of the problem and/or emergency. The Contractor shall provide the University with the designated representative's name and telephone number.
5. The hauling Contractor shall be responsible for any damage that occurs to the University compactors while the compactors are on the Contractor's trucks or while the Contractor is loading or unloading the compactor. Specific actions include, but are not limited to, failure to uncouple appropriate hydraulic and electrical lines when loading and unloading the compactors.
6. The Contractor shall provide substitute dumpsters at no additional cost when maintenance or repair is being performed on the regular dumpsters.

7. The Contractor shall exchange dumpsters at no additional cost when, in the opinion of the University, the quality of materials, equipment, and/or workmanship by the Contractor does not meet the standards specified, to include unsightly, damaged, or unusable containers. Should the University find fault with workmanship, and/or material for work already accomplished, the Contractor, at no cost to the University, will remove, replace, and/or rework the job so that compliance with the University's requirements are satisfied.
8. The contractor shall move dumpsters to new locations at no cost to the University as requested at the discretion of the University.
9. The Contractor shall remove the dumpsters at the end of the contract.
10. The Contractor shall meet all requirements of all Federal, State, Local, and University laws, regulations, ordinances, and directives.
11. The contractor shall ensure that its employees are trained and licensed to operate trucks and appropriate equipment for servicing the dumpsters in accordance with Federal, state, and local requirements. The Contractor shall ensure that its employees and trucks are uniformed and identified as such.
12. Dumpsters providing service for residence halls shall be serviced between the hours of 8:00 am and 9:30 am during regular school year.
13. All drivers will be given University contact numbers that must be called immediately if a driver is running behind schedule, is blocked from a waste container, or was unable to make a scheduled pickup.
14. Work performed will be done so as to not adversely affect the University's daily operations. Service utilities will remain in working order at all times unless otherwise approved by the University's designated representative.
15. Dumpster pickup service shall be scheduled at the University's discretion on an on-call basis. Weekly schedules will be arranged with the contractor, but

may change at the University's discretion with 24-hour notice. Billing will be based on a per pickup charge, therefore, more pickups requested by the University will result in higher bills and less pickups requested by the University will result in lower bills. *(For the contractor's information: Schedules may change during Spring Break, Graduation, Summer, Beginning of Fall Semester, Thanksgiving Break, and Winter Break. Schedules may also change due to changing campus demographics or building renovations or any other reason the University determines as valid.)*

16. The University reserves the right to change schedules with 24 hours' notice. Quantities of work to be done, equipment and material to be furnished are subject to change during the term of the contract. The University does not assure that quantities will remain in strict accordance with the estimated quantities, nor will the contractor plead misunderstanding.

17. The Contractor shall cooperate with the University concerning the scheduling of work, change of work, locations due to classes, testing, or special events, and the performance of additional work. The Contractor will promptly notify the University's designated representative of any change of work or condition that would prevent the Contractor from meeting performance requirements set forth in this contract.

C. REPORTING

The contractor will provide quarterly weight data reports for the front-end service equipment. The data may be collected in one of two manners.

1. The Contractor may weigh each front-end dumpster once per quarter and report the weight of each front-end dumpster.

2. The Contractor may run a university dedicated route or routes that service all James Madison University front end dumpsters. Only James Madison University material will be loaded onto the contractor's truck. The truck will then be weighed with only James Madison University material on it.

D. EQUIPMENT RENTAL AND HAULING FEES

1. Charges for front end hauling service will be based on per pickup pricing per each dumpster. Tipping fees will be included in the pickup price. Equipment rental charges will be separate from the hauling service charges and based on a prorated monthly charge. The pro-rated monthly charge will be based on a 30-day month.
2. Charges for roll-off service will be based on per pickup pricing per each dumpster. Tipping fees will not be included in the pickup price, but will be charged to the University directly by the disposal facility. Equipment rental charges will be separate from the hauling service charges and based on a prorated monthly charge. The pro-rated monthly charge will be based on a 30-day month.
3. No maintenance service fees for contractor owned equipment shall be charged to the University, unless the University has clearly damaged the contractor's equipment. Standard wear and tear resulting from the normal use of the contractor's equipment shall be the responsibility of the Contractor.
4. Equipment converted from Contractor to University ownership shall reduce charges by the rental fee and only charge for hauling service at the contract price.
5. Pricing for adding or removing locations/dumpsters and/or adding or deleting pickups during the term of the contract will be consistent with contract pricing for equipment rental and pickup fees on the Bid Form for the size container required.

E. RECYCLING SERVICES

Should the University request a roll-off to be delivered to a recycling facility, the contractor will ensure that the recyclable material will in fact be recycled and not landfilled, incinerated, or otherwise disposed. The University must fill this roll-off with recyclable material.

F. GRADUATION / MAY MOVE OUT

Additional dumpsters will be required for an approximate two-week period for May move out.

The contractor will provide separate pricing for each area on a project basis on Part B of the Bid Form. Pricing for both roll-off and front-end dumpsters will be based on the project total, **NOT** per pickup charge. Additionally, roll-off tonnage shall not be billed by the contractor.

1. Dumpsters delivered for Graduation / May Move Out, must be in good condition without holes, rust, or bad paint jobs. Each of these dumpsters must be one of the following colors: Blue, Green or Bronzestone.

2. Timing will vary each year. Extra dumpsters will be on campus approximately two weeks. Existing dumpsters will be moved to new sites at the beginning and returned to the original sites at the end. The contractor may stage extra dumpsters at a designated site on campus as may be requested and at the discretion of the University
3. The Contractor shall schedule to be on call at the University's discretion. The Contractor shall be prepared to service roll-off and front-end dumpsters at the University's discretion between the hours of 5:00 a.m. and 3:30 p.m.
4. The Contractor will add to or remove from the quantities of front-end or roll-off dumpsters at the request of the University at the prices indicated on Part B of the Bid Form/Pricing Schedule.
5. The contractor shall move dumpsters to new locations at no cost to the University as requested at the discretion of the University.

G. SITE MODIFICATIONS

Any new site modifications that are necessary to accommodate the installation of new containers on campus, the contractor will provide JMU with all site modification requirements, to include but not limited to, drawings, sketches, plans, and specifications.

H. DESCRIBE STATEMENTS

- Describe your method used to ensure timely pick up of all containers.
- Describe your company policy for having someone available to repair and perform preventative maintenance on compactors, roll-offs, and frontend cans that are both JMU-owned and owned by Contractor. This includes lid repair, metal repair such as welding, and hydraulic and electrical work on compactors. This individual should be able to be on site within 24 hours of notification of repair needs.
- Describe your companies recommended schedule to ensure timely pick up of all containers, if it is other than what is recommended within the pricing schedule. If there is a better, easier way, we are open to suggestions.
- Describe what process your company will use to resolve a complaint by JMU.
- Describe how your company will resolve a billing error. Who is the point of contact with regard to the billing/invoicing?
- Describe any quality assurance programs that your company has in place.

- Describe how your company will ensure proper cleanup of areas of spillage from emptying containers and spillage or leakage from trucks? Describe what methods you will use to perform the cleanup of both situations.
- Describe the procedure used when a container has not been picked up as scheduled.
- Describe any other services, such as recycling, that your company may be able to provide to JMU. Please be specific (ex., paper recycling, food waste recycling, cardboard recycling, etc.)
- Describe your company's dispatch procedures & location.

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’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>15</u>
	100

AWARD: 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 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 dispute's 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 coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written

notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

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

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the

contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 (SBSB) 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 SBSB 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 (SBSB) 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 (SBSB)-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. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

Please see attachment E for Pricing Schedule Table.

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

The University is not responsible for any additional fees or charges that are not specified in pricing schedule.

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 E: Pricing Schedule

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

ATTACHMENT E

Dumpster Location	Equipment Description	Standard P/U Schedule	Summer P/U Schedule	Equipment Color (Contractor Owned, Only)	Monthly Rental Fee	Yearly Rental Fee (Monthly X 12)	Price Per Pickup
Gibbons Hall	34 Cubic Yard Compactor	Tuesday/Friday	Remove	N/A			
S-1 (Festival)	34 Cubic Yard Compactor	Tuesday or Friday	Once every 14 Days	N/A			
EHUB Trash	34 Cubic Yard Compactor	Tuesday	Once every 14 Days	N/A			
Warren Campus Center	34 Cubic Yard Compactor	Once every other week	Once every 14 Days	N/A			
ECD Trash	34 Cubic Yard Compactor	Tuesday	Once every 14 Days	N/A			
Central Warehouse	30 Cubic Yard Compactor	Tuesday (Will call as needed if more)	Tuesday	N/A			
Student Success Center	24 Cubic Yard Compactor	Wednesday	Once every 14 days	N/A			
Bridgeforth Stadium	34 Cubic Yard Compactor	On Call	On Call	N/A			
Ice House	8 Cubic Yard Front-End Dumpster	Wednesday	Tuesday	Bronzestone			

Maintenance Center	8 Cubic Yard Front-End Dumpster	Monday-Friday	Monday, Wednesday, Friday	Bronzestone			
Grace Street Subway	8 Cubic Yard Front-End Dumpster	Monday-Saturday	Tuesday	Bronzestone			
UREC Park	8 Cubic Yard Front-End Dumpster	Friday	On Call	Green			
Rose Library	8 Cubic Yard Front-End Dumpster	Monday/Friday	Tuesday	Bronzestone			
1070 Virginia Avenue	8 Cubic Yard Front-End Dumpster	Tuesday-Friday	Tuesday	Bronzestone			
South Main Recycling Containers	30 Cubic Yard Roll-offs	On Call	On Call	Bronzestone or Blue			
South Main UBC	40 Cubic Yard Roll-off	On Call	On Call	Bronzestone or Blue			
A-2	8 Cubic Yard Front-End Dumpster	Monday-Friday	Tuesday, Friday	Bronzestone			
A-3	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday	Tuesday, Friday	Bronzestone			
755 MLK Way	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday	Tuesday	Bronzestone			
Painting & Drawing Center	8 Cubic Yard Front-End Dumpster	Tuesday	Tuesday	Bronzestone			
FM Annex	8 Cubic Yard Front-End Dumpster	Tuesday-Friday	Tuesday	Bronzestone			

Chappelear	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone			
Dingledine	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone			
Frederickson	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone			
Garber	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone			
Huffman	8 Cubic Yard Front-End Dumpster	Daily Monday-Saturday	Every other Wednesday	Bronzestone			
Weaver	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday, Saturday	Every other Wednesday	Bronzestone			
White	8 Cubic Yard Front-End Dumpster	Monday, Wednesday, Friday, Saturday	Every other Wednesday	Bronzestone			
Additional Pricing							



April 30, 2024

**ADDENDUM NO.: 001
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# ADL-1208**
Dated: **April 11, 2024**
Commodity: **Waste Hauling Services**
RFP Closing On: **May 9, 2024 at 2:00 p.m. (Eastern)**

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

1. *Per page #20 - Will you allow for annual price escalations to reflect the CPI-U - Water, Sewer, Trash index? This index is much more representative of the inflationary costs associated with our industry.*
 - a. **This could be part of your negotiations with JMU should you be selected. JMU will on the occasion allow other price escalations with proper justification.**

2. *On page 6, item F, refers to a "part b" on the bid form. Where is this included in the solicitation?*
 - a. **Use the lines underneath additional pricing on the bid form as "part b". Here is where you will fill out the requested information from the question.**

3. *Per page 5, section C- If a contractor has an alternate method for collecting and providing tonnage data, can we forego the requested dedicated route 1x/quarter?*
 - a. **You may propose your option in the proposal along with why it would be beneficial to JMU. The contractor should be able to provide data in one of the two manners in case your proposed alternate method is not accepted.**

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

4. *Would you please provide the make, model, and serial numbers of the compactors?*

- a. **We use and own Marathon RJ-250SC aka self-contained compactors. Most are the 34-yard type except 2 that are smaller. We rent the front load containers that are of 8-yard capacity.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Largent', written over a horizontal line.

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