



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6943

This contract entered into this 30th day of July 2024, by James River Solutions, LLC 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:

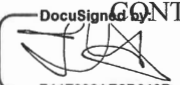
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From August 1, 2024 through July 31, 2025 with four (4) one-year renewal options.

The contract documents shall consist of:

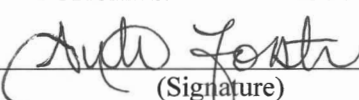
- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP ADF-1213 dated May 17, 2024
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum One, dated June 12, 2024
- (3) The Contractor's Proposal dated June 24, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated July 30, 2024

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

CONTRACTOR:
By:  744F806AE2B646D...
(Signature)

Tracy Little
(Printed Name)

Title: Managing Partner

PURCHASING AGENCY:
By:  Autumn Foster
(Signature)

Autumn Foster
(Printed Name)

Title: Buyer Senior

RFP # ADF-1213 Fuel Oil Negotiation Summary James River Solutions

7/30/2024

1. Pricing differential for standard offered products shall be as follows:

Product/Delivery Type	Differential
Tank Wagon Unleaded Gasoline	\$0.1675
Tank Wagon Diesel (Dyed #2)	\$0.1675
Tank Wagon Diesel (Clear #2)	\$0.1625
Bulk Unleaded Gasoline (Transport Loads)	\$0.0375
Bulk Diesel (Transport Loads)	\$0.0355

2. Contact: Tracy Little, Managing Partner or Morgan Saunders, Project Manager
804-399-8900 (Tracy) 804-400-9690 (Morgan)
tracy@jrpenenergy.com msaunders@jrpenenergy.com
10487 Lakeridge Parkway Suite 100
Ashland, VA 23005

3. Contractor shall agree that all fees have been disclosed, per the chart below. No additional fees, including credit card processing fees, will be accepted.

	Gasoline	Diesel Fuel
Fed. LUST Fee	\$0.001	\$0.001
Fed. Oil Spill Fee	\$0.00557	\$0.00619
VA Environmental Fee	\$0.006	\$0.006

4. Contractor agrees to invoice pricing reflective of date of order, not date of delivery. Daily pricing will be sent to the University contact upon order to ensure accurate pricing upon invoicing.
5. Contractor agrees to 24-hour standard delivery timeframe and 4-hour turnaround on emergency deliveries.
6. Contractor agrees to availability of B20 diesel fuel in minimum order amount of 300 gallons and delivery within 24 hours of order.
7. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
8. Parties agree that this Negotiation Summary modifies RFP # ADF-1213 and the Contractor's initial response to RFP # ADF-1213, and in the event of conflict this negotiation summary shall take precedence.

REQUEST FOR PROPOSAL
RFP# ADF-1213

Issue Date: May 17, 2024
Title: Fuel Oil
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 June 25, 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: Autumn Foster, Buyer Senior, Procurement Services, deli2ad@jmu.edu; 540-568-4501; (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:

James River Solutions, LLC

By:


(Signature in Ink)

10487 Lakeridge Parkway Suite 100

Name

:

Tracy Little

(Please Print)

Ashland, Virginia 23005

Date: June 24, 2024

Title: Managing Partner

Web Address: jrsenergy.com

Phone:

804-358-9000

Email

:

tracy@jrpenenergy.com/
msaunders@jrpenenergy.com

Fax

#:

804-359-6307

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 72 #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

PREPARED FOR:

James Madison University

JRS

Fueling Americas Progress

GASOLINE AND DIESEL FUEL

Request for Proposal # ADF-1213

CONTACT US

James River Solutions

10487 Lakeridge Parkway

Ashland, VA 23005

W: www.jrpenergy.com

E: msaunders@jrpenergy.com

O: 804-358-9000

C: 804-400-9690



INTRODUCTION LETTER



James River Solutions is pleased to provide this proposal in response to James Madison University's solicitation for Fuel Oil.

JRS provides customized solutions to meet the needs of its municipal, state, and federal customers in an ever-changing energy market. With over 30 years of industry experience, we understand the challenge of rising energy costs and have developed proven strategies in response. Market research and communication, ongoing education, and frequent product updates are the core elements of our approach.

Many entities today are fixated more on superficial penny per gallon savings rather than on effectively managing the overall costs associated with their energy needs. This is where JRS can help. We provide wholesale fuel service to hundreds of commercial, retail, and government fuel users across the United States. With initial fuel usage input from you and ongoing data, we'll develop an energy plan that anticipates market needs and best supports long-term energy solutions. We embrace creative thinking and encourage the pursuit of new strategies and technologies as appropriate to help reduce overall costs.

Please review the enclosed materials and contact Tracy Little or Morgan Saunders at **804-358-9000** to further discuss how we may help you effectively meet your fueling needs.

Again, thank you for the opportunity to respond to your bid.

Sincerely,

Tracy G. Little, President
James River Solutions



JRS Executive Summary

You deserve a partner that understands your specific fuel needs – and is fully equipped to handle them. Our specialists are ready to provide guidance and assistance, 24/7. At JRS, going the extra mile for you is never going out of our way. Partner with us and we'll provide top-quality services, reliable support, and innovative technologies.

JRS delivers a proven end to end solution for an advance Fuel Program. Our business structure and form is designed to conform to the needs of large universities while establishing long lasting and successful relationships. Our solution provides a best in fuel program for your project that will give you structure and support. The people you talk to now are the same people that will provide implementation and ongoing support with the everyday management of the account. You will talk with the same team members each time giving you the accountability, service, and control that is necessary for a project of this scope. JRS plans to utilize our own fleet of trucks to exceed the expectations set by James Madison University in successfully delivering diesel fuel and gasoline to locations throughout campus. We have delivered to higher education entities since we started including UVA, ODU, VT, Longwood, VCU, George Mason, Longwood, TCC, Mary Washington and Norfolk State to name a few. JRS also is well versed in meeting the needs of active powerplants and university fueling needs. We have a long standing relationship with ODEC who we deliver continuous loads of fuel to when they are on curtailment, often times delivering over 30 loads in a 24 hour time span. JRS welcomes the opportunity to offer the services outlined in this proposal to other VASCUPP members at the same contract price.

COMPANY OVERVIEW

Tracy G. Little founded James River Solutions, LLC in 2004 focusing primarily on serving government sectors and institutions. James River services the commercial, government, and retail markets with a consultative approach allowing us to customize solutions to meet our clientele's needs. We incorporate technology, education, and an understanding of your entity's needs to meet your petroleum requirements. This can be through a combination of our Fuel Card program, Bulk Deliveries, Fixed Pricing, Mobile Fueling, or whatever you see as effective for your business model. Our dedicated personnel strive to build successful partnerships through serving as trusted advisors, providing continuous support and communication, and establishing and maintaining efficient and effective relationships. Our primary office and contact information is:

Address: 10487 Lakeridge Parkway, Suite 100, Ashland VA
Phone Number: 804-358-9000
Fax number: 804-359-6307

In addition to our corporate headquarters JRS has a second location in Gainesville, Georgia.

We can integrate technology to help with fuel reporting, leading to a reduction in administrative costs. JRS is at the forefront of the newest innovations in the fuel industry to meet the on-demand data management needs of today's customer. At the core of our approach is providing customized solutions to meet the University's needs. We will help broaden your overall knowledge of today's current energy market so you can more informed decisions about your purchases.

In an ever-changing market, JRS works closely with government entities to understand alternative fuel options such as biodiesel and ethanol products. We also provide instructive



workshops on mandated fuel specification updated in order to educate and inform users on the latest technology and energy issues.

James River Solutions specializes as a full-service fuel vendor. Our strengths include:

- **Diversification and Knowledge of the petroleum business**
James River through diversification can provide competitive petroleum products both locally and nationally through our nationwide network of 250,000 fueling locations. We know the needs of our customers.
- **Sales and customer service ability with a project management approach**
Our sales and service philosophy is to use our knowledge and industry experience to build partnerships with customers. This goes far beyond the purchase sales mentality. We know the petroleum business and serve as trusted advisors to our customers. We have the resources and ability to close the "big accounts" while maintaining a personal touch and competitive advantage for the smaller, but important customers. Our customer service team is available 24/7.
- **Experienced Management Team**
At the core of James River is our team of experienced and competent management, service, and technical staff who play a critical role in ensuring quality, reliable, and efficient petroleum services that consistently meet our customer's needs.
- **Specialized Reporting**
We have dedicated project managers assigned to your account to ensure our partnership is successful. We have the ability to create specialized reporting to satisfy all of your business needs. Examples of reporting we do for current customers are tax reporting, vehicle reporting, year-to-date tracking, consolidated invoicing and summary reporting. James River is committed to working with you to specialize these reports and any others you may need so that they meet and exceed your business expectations. Our project managers are here to help streamline your fuel program and subsequently reduce administrative costs.
- **We truly are a full-service petroleum provider.**

PROJECT TEAM QUALIFICATIONS

There will be three key JRS personnel that will be involved in the execution of this contract should we be awarded the business:

Tracy Little – President

Mike Turner – President of Operations

Bridget Bailey – Senior Government Project Manager

Morgan Saunders – Government Project Manager

Tracy Little will oversee all aspects of the contract at a high level. Tracy currently serves as President of James River Solutions and as the Vice president of Sales at James River Petroleum and is a member of the Board of Directors.

After graduating from Virginia Commonwealth University in 1990 with a B.S. in Business Administration, Mrs. Little started her illustrious career in business as an Account Manager at Hattison Gray Personnel in Richmond.

Tracy joined James River in 2002 and is a very active member of the management team. She founded James River Solutions in 2004 as a full-service fuel provider with a focus on serving government entities across the United States. She has created significant sales through her



balanced management approach and personal sales ability. Over the years she had proven to be a significant force in the petroleum industry. This forward convergence has netted an impressive array of clientele to JRS that include: The Commonwealth of Virginia (including over 190 state entities), The State of South Carolina, Owens & Minor, and Performance Food Group.

Prior to James River, Tracy gained extensive sales and business experience along the eastern seaboard of the United States. From 2001 to 2004 at Predictive Services in NY, she managed over 36 professional consultants serving clients in the financial, government, telecommunications, and energy sectors. From 1996-2001, she served as VP Business Development, Regional Sales Manager, and Branch Manager for Renaissance Worldwide in Newton, MA. Renaissance provides IT consulting and services to Fortune 500 clients. From 1994-1996, she served as Mid-Atlantic Sales manager for Computer Professionals, Inc. in Lake Wylie, SC

Mike Turner will be overseeing all aspects of the delivery of fuel. Mike's career began with a small local food service company in Cornelia Ga where he worked in the warehouse selecting orders at night while attending University of North Georgia during the day. Mike then moved into Chemical/ beverage where he oversaw that department for a year before moving into sales. After a couple years in sales the company was purchased and eventually was closed. From there Mike went to Performance Food Service as a delivery driver. After a year I was named Transportation Supervisor where he stayed for 6 years. Promoted to Transportation manager in 2007 Mike managed the largest fleet of trucks, drivers and deliveries for PFS nationally. During this time, He developed a transportation team that was utilized across all PFS locations for training, recruiting, software development, Union negotiations as well as critical service issues. In 2015 Mike was promoted to Vice President of operations for PFS Cairo. The facility ranked 33rd worst out of 36 locations upon my promotion. This facility moved into the top 10 in operations within 10 months and at 14 months we sat in the number 2 position. As a result of the vast improvement in performance of his fleet, PFS management moved two other locations under Mike's management including PFS Orlando and PFS Dover in Tampa. Mike was tasked with working with the staff to correct operational issues as well as maintain sales growth along with expenses. Mike eventually decided to move back to Cornelia Ga to be close to my family and Grandchildren. My operations experience from this point included McLane-Atlanta, Core-Mark, Wayne Farms and now where I have found home James River Petroleum.

Bridget Bailey will be the supervisor of the account manager to ensure all task and needs are met. She can also supply the county with any requested report. Bridget started her career at James River in August 2013 after finishing a Graduate Health Science Certificate Program at Virginia Commonwealth University. She attended the University of Virginia and graduated in May 2012 with a B.S. in Biochemistry. She began at James River as a Commercial Sales Representative and has since moved to Project Management where she has excelled to become the Supervisor of Government Project Management. She strives daily to achieve and exceed the expectations set by each customer and those relayed in this RFP with constant communication, reporting, and cost-effective solutions. Bridget has successfully coordinated the transition of fuel programs with entities of all sizes across the country including CATS in Charlotte, the City of Memphis, Jefferson County in Kentucky, and many many more. She will be dedicated to ensuring all your needs are met.

Morgan Saunders will be the Account Project Manager for this contract, who will oversee all day-to-day operations of the contract including monitoring fuel levels and ensuring deliveries are scheduled. She joined the team at James River in November of 2023, previously she has held multiple contracting roles to prepare her for this position. She will work alongside the



customer service and operations team to ensure all the University's needs are met throughout the contract.

In addition to the executive team members mentioned above, the teams listed below are who make the on time deliveries happen:

Nationwide Fuel Logistics Team:

JRS offers you fuel access at 200+ terminals, 250,000 retail locations nationwide, and has 100's of national carrier relationships across the U.S. Each day, our National Logistics team works diligently to monitor the fuel market, manage workflow and negotiate with suppliers, distributors and dispatchers nationwide – all, to make sure you get your fuel on time and at the best price. We're ready with multiple fuel and distribution options when and where you need them. We have the ability to supply fuel from the various terminals throughout not only Virginia, but the surrounding states. All refined products are available including the different grades of gasoline, diesel fuel, dyed diesel, biodiesel, DEF, propane, etc. should your needs change. We also supply a variety of fuel additives.

Logistics Command Center:

At the heart of our business is the national logistics team with dedicated supply, distribution and dispatch experts working together to navigate the volatile fuel market daily. Our experts are also cross trained to make sure you always have access to a knowledgeable resource.

Supplies Relations Team:

Day after day, we're on the phone with major branded and unbranded suppliers. This allows us to stay current with market fuel prices/trends, to strengthen the relationships that serve you, and to bring you the very best available pricing.

JRS will maintain uninterrupted relationships with refineries or other sources of supply for bulk motor fuel products throughout the term of any contract that is awarded as a result of this solicitation. If supply is ever an issue, we will pull product from the next closest terminal. JRS has long standing relationships with refineries across the country. These relationships benefit authorized users by providing reliable sources for fuel, which can be incredibly beneficial when there are shortages at local terminals. Our strong relationships help secure product that is being shipped the pipeline so that we have allocation at the local terminals.



PROJECT MANAGEMENT METHODOLOGY AND SERVICE

JRS provides superior service with our project management approach and methodology. Our sales & service philosophy is to use our knowledge and industry experience to build partnerships with our customers.



**Our shared goal every day: Deliver your fuel on time and at the best price.
From Initial Discussions to an Enduring Relationship. Your Goals First.**

JRS Delivery Approach

In order to successfully meet the needs of James Madison University, JRS proposes the following solution in order to deliver gas and diesel fuel throughout the campus including to the Power Plant:

DELIVERIES:

Utilizing our own fleet of trucks JRS is committed to meeting and exceeding the expectations set by JMU for the bulk delivery of unleaded gasoline and Ultra Low Sulfur No.2-D Diesel Fuel. JRS offers both automatic delivery schedules and/or will call delivery schedules so the University can have as much or as little involvement in the ordering process as they like. We have the flexibility to accommodate any new or changing delivery schedules and/or requirements as the contract evolves and the needs of JMU change over time. We currently hold the Dyed Diesel and Heating Oil contract for the State of Virginia and under that contract provide regular deliveries across the state as well as JMU sites. We are very familiar with the area and the delivery constraints that come with being located in a populous university setting. Prior to beginning fuel deliveries JRS will perform a thorough inspection of any unfamiliar sites to make sure our trucks are adequately prepared with the correct fittings to make all the deliveries.



JRS has a fleet of 26 tank wagon trucks and 6 transport trucks. These trucks sit at the Roanoke and Richmond Terminals as well as Greensboro, Raleigh/Apex, Charlotte, Chesapeake, Fairfax, and Baltimore. Utilizing our own fleet of trucks gives us the dependability and flexibility a project of this scope needs. Our fleet is made up mainly of 2020 Freightliners with a tandem axel, 3 compartments, 2 pumps, 2 reels, and various nozzles and hoses. . As soon as each delivery is completed our trucks are outfitted with the technology to automatically send copies of the delivery tickets to the delivery contacts. Our trucks run 24 hours a day 7 days a week permitting deliveries to be made whenever required by the University. We have supply agreements with major refineries to ensure we have fuel readily accessible for your deliveries. In the event that supply was to become tight in your market we have multiple options to ensure you all receive your fuel including access to over 200 terminals nationwide and agreements with partner carriers stationed up and down the East Coast. JRS also has fuel depots in Richmond, Virginia where we could pull fuel from if the need arose. JRS is compliant with all Federal, State, and Local environmental regulations relating to transportation, handling, storage, spillage, and any other aspect of providing fuel services. Our fleet of trucks are in compliance with all VDOT regulations, as well as federal, state and local regulations

All fuel that is delivered to James Madison University will be free of contamination. All gasoline will meet the performance requirements in the current edition of the American Society for Testing and Materials specification/designations for engine fuel. The delivered fuel will also meet the requirements of federal reformulated gasoline as required by the Environmental Protection Agency. Sulfur content in all diesel fuel delivered will not exceed .0015% and all ULSD will comply with all applicable Occupational Safety and Health Administration laws and regulations, federal, state, and local, as well as specifications, codes, and requirements. Each delivery will be accompanied with a signed certification including the company name, driver information, vehicle information, fuel type and quantity, delivery date and time, delivery location, certification number, and certification issuer.

All JRS drivers undergo background checks and routine drug tests to make sure they are compliant with DOT regulations. Our drivers also complete an extensive on-site training program so they are confident and able to perform deliveries in a safe and professional manner. All drivers have the necessary operator certifications as required by the Department of Environmental Quality for personnel with duties related to underground storage tank operations, inspections, and repairs.

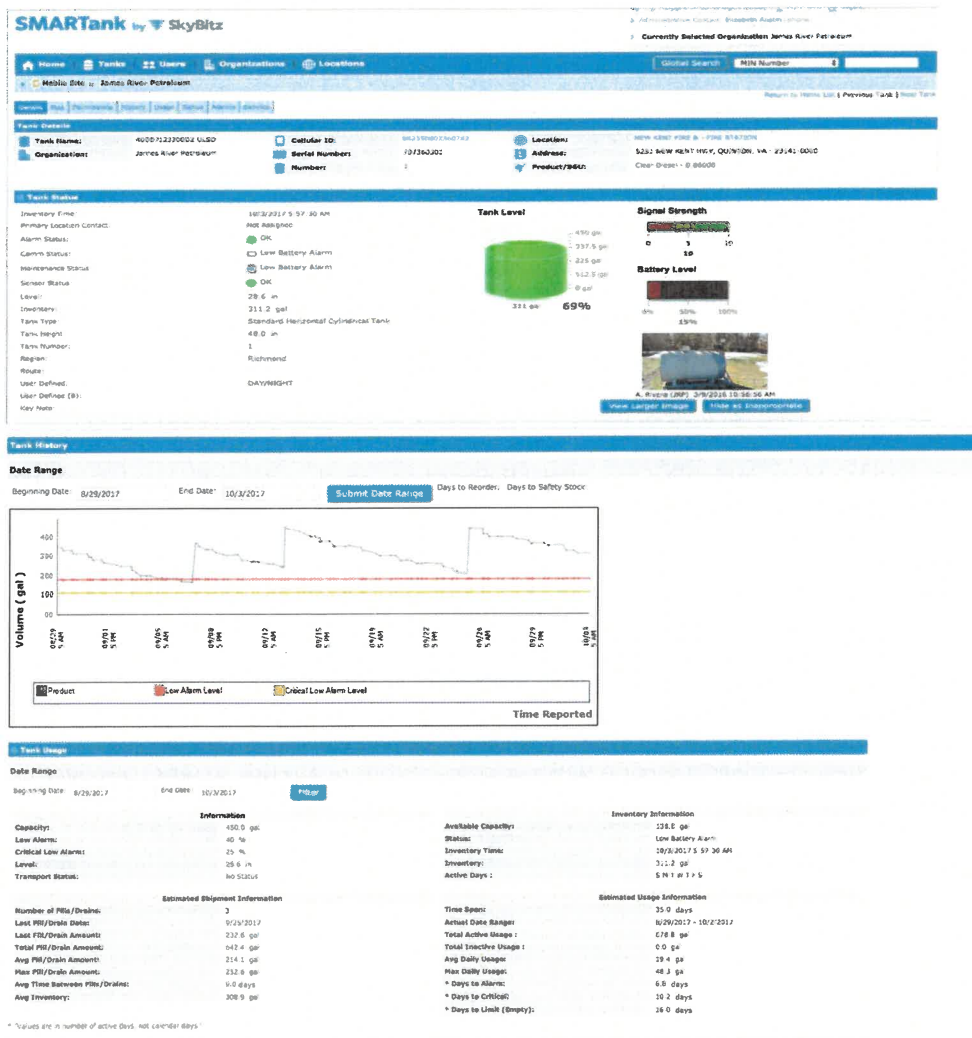
JRS drivers undergo annual training for spill prevention, control and response. Each truck is equipped with up-to-date spill kits and drivers are well versed in how to avoid overflow and remove excess fuel should overflow into the containment occur. Should a small spill occur, the drivers are instructed to immediately contact both JRP management as well as a designated JMU contact. If a spill over 3 gallons occurs or if fuel reaches a storm drain or body of water, drivers are mandated to immediately call 911 for response and regulatory reporting from Fire and Rescue's HazMat group. Drivers are then instructed to immediately alert JRS and JMU. All spills and the resulting cleanup are conducted in accordance with EPA, OSHA, and the Virginia State Water Control Board specifications.

To optimize fuel supply and delivery, JRS would like to propose utilization of SMARTank technology on the University's tanks. SMARTank is a wireless device that monitors tank levels via a cellular signal. It requires no external power, telephone connection, or control boxes and installation is simple. Implementing our SMARTank Monitoring technology on your tanks will help you increase your bottom line while allowing your personnel to focus attention on other important tasks. Benefits include:



- Ability for JRS to see exactly how much fuel is in each tank and provides us complete control to set up automatic deliveries
- Eliminate costly emergency deliveries
- Never run out of product
- Never need to stick tanks
- Never need to call or fax orders
- Cut out administrative costs of personnel checking tank levels
- Minimize down time so operations run at peak performance
- Save time and money

SMARTank also offers users a secure online portal where we can set up authorized personnel individual login's so they can view fuel levels remotely. Here you can set up alarms to alert you when tank levels get to predetermined amounts. You can also view reports of usage. Below are two sample views of the web portal:



**ORDERING:**

Ordering fuel from JRS is an extremely easy process. Depending on the JMU's preference fuel can be order by either emailing our customer service team at orders@jrpenergy.com or by telephone at 804-256-1133. Our customer service team is available from 6AM-8PM daily. If the University would like to set up an automatic delivery schedule the process is the same. All that is needed is a call or email to our customer service team. JRS can make any necessary changes to the schedule to accommodate special events or upcoming inclement weather. For example, if a heavy snow is expected we will top of the tanks prior to in case the roads become impassable.

INVOICING:

All invoicing is electronic. JRS strives to send our customers invoices within 24 hours of the delivery being made. Invoices can be sent to as many email addresses as the University requires. All invoices will include itemized charges for quantity, price, taxes, and surcharges, along with the date of delivery and site name.

ADDITIONAL PRODUCTS/SERVICES:

In addition to the bulk delivery of gasoline and diesel fuel JRS would be happy to work with the University to provide any of the services listed below:

National Fuel Card Programs:

JRP offers a range of national fuel card options. We tailor our program to each of our customers to fit their individual needs while offering unbeatable security features and reporting free of charge.

- Fleetwide: consists of wholesale and retail fueling locations across the United States that offer customers an extended network of sites for convenience at a discounted retail price
- Voyager: offers universal acceptance at over 230,000 sites nationwide with benefits of 25+ years of industry experience and maintenance options.
- Wex: Accepted at over 90% of the nation's retail fuel locations and over 45,000 vehicle maintenance locations, plus added benefits of Level III data at virtually every accepting location, including essential information such as a driver ID, vehicle ID, job number or odometer reading.

On-site Mobile Fueling:

JRP mobile fueling can help you:

- Save your organization money – based on wholesale rack price allowing you to take advantage of the market and your fuel costs most effectively.
- Increase Efficiency - deliver fuel directly into your vehicles.
- Product Security - mitigate the risk of theft and product quality concerns.
- Improved Safety - no liability or insurance issues around having a tank on site.
- Overnight Fueling – fueling service while your trucks are not in use so when drivers arrive, they are ready.
- Reporting – automatic delivery tickets nightly and customized DOT and IFTA complaint reporting



JRS Pricing

Please see attached pricing schedule for our proposed pricing. Base pricing will be the posted OPIS Rack Rate on the day of delivery. In addition to the differential the following taxes/fees will be included as individual line items on each invoice. Please note the taxes/fees below are assuming James Madison University is exempt from excise and sales tax. All taxes are subject to change.

	Gasoline	Diesel Fuel
Fed LUST Fee	0.001	0.001
Fed Oil Spill Fee	0.00557	0.00619
VA Environmental Fee	0.006	0.006

JRS Delivery Schedule

JRS' standard delivery times are 24/7 Monday - Friday. Our typical turnaround time for orders is 24 hours.

JRS Emergency Deliveries

Any delivery that is required within 4 hours is considered an emergency delivery.

JRS Emergency Protocol

In the event of an any emergency situation your first point of contact should be Tracy Little and Bridget Bailey, your account managers. Below is their contact information:

Tracy Little – (804)-399-8900; tracy@jrpenergy.com

Morgan Saunders – (804)-400-9690; msaunders@jrpenergy.com

We recommend a call, text message, and email if possible, to ensure the message is received due to the critical nature of these situations. If it is a site-specific issue, we will immediately begin work to get a truck dispatched to your area to remedy the situation.

In the event of a State of Emergency or Inclement Weather, JRS will work very closely with you to ensure that the necessary operations are not affected. In the case of tight regional supplies, we would move to relationships outside the region to satisfy the contract. JRS's stored fuel, allocated and contract fuel, as well as our branded supply contracts will be used to respond as necessary. Should we have a major disruption that causes pipeline supply issues and product begins decreasing regionally, we would begin to allocate internally, bypassing our non-essential commercial business to meet the needs of critical/essential entities.

In an effort to be as proactive as possible, if an emergency develops the following steps



will be implemented:

- Customer service meeting to go over emergency service policy.
- Contact customer to begin fueling their tanks ahead of impending weather.
- Coordinate the priority sequence for the site to become operational.
- Contact terminals to confirm our supply requirement.
- Fill all on site fuel storage tanks and generators.
- Acquire additional storage capability if possible.
- Arrange mobile fueling on site when necessary.
- Remain in constant communication with the customer throughout the duration of the emergency event.
- After the event assess supply chain capabilities and determine how to best deal with the expected demand.
- Continue communication with customers and suppliers
- Continue to prioritize deliveries as needed in the affected area until notice has been given that operations have returned to normal.

JRS recommends that we reserve and store a certain number of portable dyke tanks to assist in case a critical emergency situation is long lasting. Our service department can deliver the tanks to any temporary location to assist in fueling trucks or vehicles. Upon award of this contract JRS would like to have a list of potential sites where these tanks would be dropped to speed up the delivery process should the need arise. In addition, we offer the option to provide mobile fueling services during emergencies. JRS has dispatched mobile trucks that sit at a designated locations and fuel a vehicle or portable tanks if required.

We also offer training sessions to educate customers on what motor fuel options are available to them prior to and during times of urgent need, state declared emergency, and catastrophes.

JRS is able to supply 65,000 gallons of number 2 fuel oil to the storage tanks at the Power Plant over a 24 hours period within 16-24 hours advance notice. We work closely with Old Dominion Electric Co-Op and often must supply them with 1.2M gallons (30-45 loads a day) over a span of a few days to fill their tanks when they are curtailed from natural gas. When the Power Plant tanks needs to be filled, we will work closely with JMU and can pull our transport trucks from other markets to make sure the need is met withing the specific time window.

All emergency deliveries are subject to a fee of \$250.00

VASCUPP Involvement

Annual Gallons & Sales with VASCUPP Member Institutions

- George Mason – 18,210.7 gallons/\$61,955.92
- James Madison University – 156,196.6 gallons/\$457,908.04
- University of Mary Washington 1,895.4 gallons/\$7,047.41
- Virginia Commonwealth University – 11,560 gallons/\$44,129.67
- Virginia Tech – 20,284 gallons/\$68,285



References

1. City of Suffolk
 - a. Brad Braendle – 757-514-4427 – bbraendle@suffolkva.us
 - b. 2014 – present
2. St. Mary's County Government
 - a. Brandon Hayden – 301-475-4200 – brandon.hayden@stmarysmd.com
 - b. 2016- present
3. Hampton Roads Transit
 - a. Don Shea – 757-222-6000 x6826 – dshea@hrtransit.org
 - b. 2010-present
4. Charlotte Area Transit
 - a. Blanche Sherman – 704-336-2166 - blanche.sherman@charlottenc.gov
 - b. 2016- present
5. Baltimore City Public Schools
 - a. Raj Bachubhay – 703-362-1395 - rpbachubhay@bcps.k12.md.us
 - b. 2020 – present

Pricing Schedule

Fuel Type	Price Differential
Unleaded Gasoline - Tank Wagon Delivery	\$ 0.1775
Ultra Low Sulfur Diesel #2 Dyed – Tank Wagon Delivery	\$ 0.1775
Ultra Low Sulfur Diesel #2 Clear – Tank Wagon Delivery	\$ 0.1725
Bulk Unleaded Gasoline – Transport Delivery	\$ 0.0405
Bulk Diesel Products – Transport Delivery	\$ 0.0385

Additional Fees	
Service	\$75.00/ hour + travel cost
Emergency Delivery Fee	\$250.00

ATTACHMENT A
OFFEROR DATA SHEET
TO BE COMPLETED BY OFFEROR

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

Years 19 Months 6

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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Please see the attachment labels "References" for requested information.

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

James River Solutions, LLC - 10487 Lakeridge Parkway Suite 100, Ashland, Virginia 23005
Tracy Little - Managing Partner - 804-399-8900
Morgan Saunders - Project Manager - 804-400-9690

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: James River Solutions, LLC **Preparer Name:**
Tracy Little

Date: 06/21/2024

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.

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

Procurement Name and Number: JMU Fuel Oil - RFP # ADF-1213 Date Form
Completed: June 21, 2024

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

Offeror / Proposer: James River Solutions, LLC

Firm	10487 Lakeridge Parkway Suite 100 Ashland, Virginia 23005	Contact Person/No. 804-358-9000 Tracy Little
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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)
	James River Solutions does not plan to subcontract any of the proposed work.				

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

RETURN OF THIS PAGE IS REQUIRED



Request for Proposal

RFP# ADF-1213

Fuel Oil

May 17, 2024



REQUEST FOR PROPOSAL

RFP# ADF-1213

Issue Date: May 17, 2024
Title: Fuel Oil
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 June 25, 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: Autumn Foster, Buyer Senior, Procurement Services, delli2ad@jmu.edu; 540-568-4501; (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 # ADF-1213

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide multiple fuel types (Ultra Low Sulfur Distillate oil which meets ASTM D396 with maximum sulfur content of 0.0015%, B-5 Biodiesel which meets ASTM D975 with maximum sulfur content of 0.0015%, B-20 Biodiesel which meets ASTM D7467 with maximum sulfur content of 0.0015%, fuel oil #2, on-road diesel, off-road diesel, gasoline and propane) on an as-needed basis 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 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

The University is looking for a vendor that can provide multiple fuel types and options on an as-needed basis to campus. These fuel options would include but are not limited to: Ultra Low Sulfur Distillate oil which meets ASTM D396 with maximum sulfur content of 0.0015%, B-5 Biodiesel which meets ASTM D975 with maximum sulfur content of 0.0015%, B-20 Biodiesel which meets ASTM D7467 with maximum sulfur content of 0.0015%, Fuel Oil #2, On-road Diesel, Off-road Diesel, Gasoline and Propane. James Madison University utilizes fuel in many different ways to support campus, so it is essential that any awarded vendor shall be adaptable and offer a range of products.

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/SCOPE OF WORK

- A. The Contractor shall provide the requested fuel as ordered and deliver to James Madison University to the desired location on campus. All requested deliveries will be made to James Madison University within twenty-four (24) hours from initial notification of fuel order, except for emergency situations. Under normal circumstances all fuel oil deliveries must be coordinated with a JMU representative and a JMU representative must be on site during fuel oil unloading or transfer in accordance with the JMU SPCC Plan. All deliveries shall occur during normal business hours.
- B. In the event of an emergency, the Contractor shall respond to an emergency call within four (4) hours. This means from time of notification of emergency to delivery of fuel will be no greater than a four (4) hour period.

- C. The Contractor will supply James Madison University with a point of contact. This contact will be for emergency, holiday, weekend, nights and after hour calls as well as customer service related inquires.
- D. It is the responsibility of the Contractor to maintain the tanks and all equipment necessary for their functionality. This includes but is not limited to: piping, hardware, hoses, tanks, pumps, automatic shut off valves, etc.
- E. Contractor shall only bill for the amount actually delivered into tanks. Any estimates to orders will not be honored for invoicing purposes. Tank sizes, locations, and estimated usage can be found in Attachment E of this document.
- F. All invoices must be accurate and detailed and include: quantity and type of fuel delivered, price, taxes, surcharges, and any other applicable fees.
- G. The Contractor will be required to submit a signed delivery ticket (by a James Madison University employee) that contains the following for each delivery:
 - 1. Company Information
 - 2. Driver Information
 - 3. Vehicle Information
 - 4. Bill of Lading
 - 5. Fuel Type and Quantity
 - 6. A statement that the oil complies with the appropriate ASTM
 - 7. A certification of the actual sulfur content
 - 8. Delivery Date and Time
 - 9. Delivery Location and JMU Representative Contact Information
 - 10. Certification Number
 - 11. Certification Issuer
- H. In the event of a fuel spill or leak, the Contractor shall be responsible for ensuring proper reporting and management requirements are met according to all applicable laws, regulations, and industry standards. The Contractor shall be required to clean up any spills or leaks. Other requirements may include but are not limited to: prompt reporting of incidents, completing proper containment and cleanup, and complying with all protocols.

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.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR CHOSEN METHOD.

- 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. **ELECTRONIC SUBMISSION:**

- a. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. Please see below, “eVA Procurement Website and Registration” for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- b. eVA Procurement Website and Registration The Commonwealth’s procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select “Register Now” on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select “I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- c. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. PAPER SUBMISSIONS:

- 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 V.4.e. 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. 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.
 - d. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

3. 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.
4. 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. 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.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<hr/> 100

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

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

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

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

that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>). The offeror further certifies that the contractor and any subcontractors will maintain these insurance 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 eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	_____	_____	_____
	Street or Box No.	RFP #	
	_____	_____	_____
	City, State, Zip Code	RFP Title	
	Name of Purchasing Officer:	_____	_____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or

services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. **MATERIAL SAFETY DATA SHEETS**: Material Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive.

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.

Sample Pricing Schedule:

Fuel Type	Price Differential	Scale Used
Maintenance, Service, and Repair		
Technician Rate – Normal Hours (M-F 7:00 am - 5:00 pm)		
Technician – After Hours		
Additional Personnel		
Products/Materials – Repairs	Discount % off Catalog	\$
Additional Fees		

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

ATTACHMENT E

Tank Sizes, Locations, and Estimated Usage

AST Quantity	Capacity (gallons)	Type	Location	Content	Estimated Annual Usage	Comments
1	500	AST	Alternate Fuel Lab, 1595 S. Main	#2 Fuel Oil	58	
1	500	AST	E&M Building, 1597 South Main	#2 Fuel Oil	519	
1	2,448	AST	Transportation Center	Gasoline		Volume Changed Based On Physical Dimenions
1	906	AST	Transportation Center	Bio-Diesel		Volume Changed Based On Physical Dimenions
1	560	AST	Landscaping Building	Diesel		
1	560	AST	Landscaping Building	Gasoline		
1	500	AST	ECPP Landscape Building	Diesel		New
1	500	AST	ECPP Landscape Building	Gasoline		New
1	1000	UST	Funkhouser House, 1077 South Main Street	#2 Fuel Oil	701	
1	2000	UST	USB Garage, 181 Patterson Street	Diesel Fuel		
1	10,000	UST	USB Garage, 181 Patterson Street	Gasoline		
1	50,000	UST	Power Plant, 1010 Newman Drive	#2 Fuel Oil, B-5 & B-20	Varies 20K to 200K	
1	50,000	UST	Power Plant, 1010 Newman Drive	#2 Fuel Oil, B-5 & B-20	Varies 20K to 200K	
1	12,000	AST	East Campus Power Plant, 1630 Driver Drive	#2 Fuel Oil	Varies 20K to 200K	
1	1,000	AST	Memorial Hall	Diesel Fuel (Generator)		
1	1,000	AST	North Campus (Parking Deck)	Diesel Fuel(Generator)		Fuel For Gen, supplies power to Cantrell & Gace Street Parking Deck
2	275	AST	28 Port Road	#2 Fuel Oil	654	
1	500	AST	709 Locust Hill Drive	#2 Fuel Oil	530	
1	275	AST	712 Locust Hill Drive	#2 Fuel Oil	395	
2	275	AST	1260 Hillcrest Drive	#2 Fuel Oil	404	
Propane Tanks						
AST Quantity	Capacity (gallons)	Type	Location	Content	Estimated Annual Usage	Comments
1	120	UST	91 Alumnae Drive (Alumnae Hall) Gas Fireplace 120 gal	Propane	117	
1	500	AST	916 Oak Hill Drive - (Oakview Pool) (500 gal) (518 Oak Hill on invoice)	Propane	2128	
4	120	AST	1595 S. Main Street (Alternative Fuel) (4-120 gal = 480)	Propane	3577	
3	420	AST	1593 S. Main Street (Recycling) (3-420# gal tanks)	Propane	1186	
1	120	AST	780 University Blvd - (Greenhouse 120 gal) Shed for Arboretum	Propane	1407	
2	1000	UST	395 S. High St - (Memorial Hall) (2-1000) Metal Bldg-Arts Dept	Propane	6572	
1	325	AST	395 S. High St - Memorial Hall (Greenhouse Bldg) (325 gal)	Propane	3087	
1		UST	901 Forest Hill Road	Propane	791	
1	500	UST	709 Hickory Hill Drive - 500 Gallon	Propane	440	
1		AST	5919 Mayberry Road Singers Glen	Propane	188	
1		AST	20 East Fairview Avenue	Propane	148	



June 12, 2024

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# ADF-1213**
Dated: **May 17, 2024**
Commodity: **Fuel Oil**
RFP Closing On: **June 25, 2024 at 2:00 p.m. (Eastern)**

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

Question 1: Are your larger tanks (50K) used as back-up power for your natural gas supply?

Answer: Yes, our larger tanks are used as back-up for natural gas.

Question 2: What is the remaining estimated annual usage for the fuel tanks listed in attachment E?

Answer:

FUEL USAGE (SOUTH MAIN & GRACE STREET GARAGE)			
	DIESEL	UNLEADED	PROPANE
FY24	33307.9	108927.24	3621.17
FY23	34577.1	102877.36	5477.32
FY22	37299.1	92348.79	7542.97
FY21	30029.6	74304.27	6530.04
FY20	38958.9	95060.55	7941.96
FY19	52699.8	117640.94	8826.82

Question 3: Are the propane tanks listed on p. 28 of the proposal owned by JMU or do they belong to another propane supplier?

Answer: The LP tanks are owned by the provider and the other/remaining tanks are owned by JMU.

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

Sincerely,

Autumn Foster
Buyer Senior
Phone: (540-568-4501)

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