



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7023

This contract entered into this 23th day of September 2024, by The Wishing Well, 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 September 23, 2024 through September 22, 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 DKM-1212 dated July 11, 2024
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One August 13, 2024
- (3) The Contractor's Proposal dated August 20, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated September 16, 2024.

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

CONTRACTOR:
 By: *Terrie A. Dean*
 (Signature)
Terrie A. Dean
 (Printed Name)
 Title: Owner

PURCHASING AGENCY:
 By: *Theresa H. L...*
 (Signature)
Terri Wuenschel
 (Printed Name)
 Title: Buyer Specialist

RFP # DKM-1212
Special Events Floral & Plant Decor
September 16, 2024
The Wishing Well
Negotiation Summary

1. Direct Contacts for The Wishing Well:

Harry Reif, Vice President
(540) 908-2333
hreif@thewishingwell.biz

2. Pricing:

Plant Name	Pot Size	Specs	Rental Fee	Purchase Fee
Anthurium	6"	12-16" Height	\$28.00	\$33.00
	10" (8" only)	24-32" Height	\$50.00	\$75.00
Croton (Assorted)	8"	24-30" Height	\$25.00	\$40.00
	10"	28-36" Height	\$38.00	\$50.00
	14"	34-36"	\$ N/A	\$N/A
Dieffenbachia	8"	20-26" Height	\$ N/A	\$
	10"	26-30" Height	\$ N/A	\$
Dracena (Janet Craig)	10"	32-38" Height	\$ N/A	\$
	14"	40-42" Height	\$ N/A	\$
Dracena (Marginata)	10"	5' Height	\$ N/A	\$
	14"	6 1/2' Height	\$ N/A	\$
	17"	7-8' Height	\$ N/A	\$
Dracena (Massangeana)	10"	5' Height	\$ N/A	\$
	14"	7' Height	\$ N/A	\$
	17"	8' Height	\$ N/A	\$
Dracena (Lisa Cane)	12"	6-6 1/2' Height	\$ N/A	\$
	14"	6 1/2-7" Height	\$ N/A	\$
Fern (Birdnest)	6"	14" Height	\$ N/A	\$
	8"	16" Height	\$39.00	\$47.00
Fern (Boston)	8"	14" Height	\$25.00	\$30.00

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	10"	16" Height	\$38.50	\$44.00
Ficus (Alii)	10"	4' Height	\$76.00	\$78.00
	12"	5' Height	\$80.50	\$105.00
	14"	5-6' Height	\$135.00	\$150.00
	17"	8-10' Height	\$270.00	\$310.00
Ficus (Eugenia 3-Ball)	16"	14" Height	\$ N/A	\$
Ficus Benjamina (Braid)	12"	5' Height	\$ N/A	\$
	14"	6-6 1/2' Height	\$ N/A	\$
	17"	7-8' Height	\$ N/A	\$
Ficus Spire (Columnar)	12"	6' Height	\$ N/A	\$
	14"	7' Height	\$ N/A	\$
	17"	8 1/2' Height	\$ N/A	\$
Palm (Bamboo)	10"	46-48" Height	\$72.00	\$87.00
	12"	5' Height	\$115.00	\$138.00
	14"	6' Height	\$145.00	\$175.00
	17"	7' Height	\$	\$
Palm (Kentia)	10"	5' Height	\$ N/A	\$
	12"	6' Height	\$ N/A	\$
	14"	7-8' Height	\$ N/A	\$
	17"	8' Height	\$ N/A	\$
Palm (Neanthe Bella)	8"	28" Height	\$ N/A	\$
	10"	34" Height	\$ N/A	\$
	14"	38" Height	\$122.00	165.00\$
Palm (Raphis)			\$ N/A	\$
Palm (Raphis)	12"	4' Height	\$ N/A	\$
	14"	5' Height	\$ N/A	\$
	17"	6' Height	\$400.00	\$500.00

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Palm (Majesty)	16"	14" Height	\$ N/A	\$
Sanserveria (Snake Plant)	8"	26-28" Height	\$ N/A	\$
	10"	34" Height	\$ N/A	\$
	14"	48" Height	\$ N/A	\$
Schefflera Amate	12"	5 1/2' Height	\$ N/A	\$
	14"	6' Height	\$125	\$156.00
	17"	6 1/2' Height	\$ N/A	\$
Schefflera Arboricola Bush	10"	30" Height	\$65.00	\$80.00
	12"	42" Height	\$ N/A	\$
	14"	46" Height	\$ N/A	\$
Schefflera Arboricola Tree	10"	4' Height	\$ N/A	\$
	14"	5' Height	\$99.00	\$120.00
Spathiphyllum (Peace Lily)	10"	32" Height	\$65.00	\$85.00
	14"	38-40" Height	\$ N/A	\$
Pyramids (Cone Form)	10"	4' Height	\$ N/A	\$
(Pothos)	14"	6' Height	\$ N/A	\$
Pyramids (Cone Form)	10"	4' Height	\$ N/A	\$
(Podocarpus)	14"	6' Height	\$ N/A	\$
Topiary	6"	18" Height	\$ N/A	\$
(Ivy Assortments)	8"	24" Height	\$ N/A	\$
	10"	28" Height	\$90.00	\$110.00
Flowering	6"	20" Height	\$60.00	\$75.00
(Orchids)	8"	20" Height	\$75.00	\$90.00
Floral and Blooming Plant Purchase Pricing- 6" grow pots				
Mums				\$16.00
Bromeliads				\$26.00
Orchids				\$68.00

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Pansies		\$14.00	
Cyclamen		\$13.00	
Azalea		\$25.00	
Geranium		\$13.00	
Hydrangea Purchase Price			
<u>PotSize</u>	<u>Flower Count</u>	<u>Price</u>	
4"	1	\$34.00	
6"	3-4	\$48.00	
6.5"	5-6	\$50.00	
8"	8+	\$100.00	
Boston Fern Purchase Price			
Pot Size	Flower Count	Price	
4"	1	N/A	
6"	3-4	\$16.00	
6.5"	5-6	N/A	
7"	8+	N/A	
7.5-8"	10+	\$28.00	
Poinsettia Purchase Price			
Pot Size	Flower Count	Price	
4"	1	\$7.00	
6"	3-4	N/A	
6.5"	5-6	\$16.00	
7"	8+	N/A	
8.5-8"	10+	\$30.00	
10"	12+	\$36.00	
Exterior Landscaping for Patios, Terraces, and Stages (Potted)			
Boxwood (Cones)	12"	3' Height	\$ N/A
	14"	4' Height	\$ N/A
Boxwood (Globes)	10"	1' Height	\$ N/A

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	12"	2' Height	\$ N/A	\$
	14"	3' Height	\$ N/A	\$
Boxwood (Spirals)	12"	2' Height	\$ N/A	\$
	14"	4' Height	\$ N/A	\$
	17"	6' Height	\$ N/A	\$
Emerald Green Arborvitae	14"	4' Height	\$ N/A	\$
	20"	7' Height	\$ N/A	\$
Juniper Evergreen Spirals	17"	7' Height	\$ N/A	\$
Impatiens	10"	-----	\$ N/A	\$
Petunia	10"	-----	\$ N/A	\$

3. Delivery fee for single item to campus or within City of Harrisonburg: \$12.00. Event Delivery, Specialized rental equipment, Set-up and Pick-up changes will be quoted and vary by event. The hourly labor rate for set up or take down is \$50.00 per hour per person. Travel charges are \$.75 per mile for other locations; except James Madison University where there is no mileage charge. A \$65 minimum applies to products only and does not include applicable delivery fees.
4. Contractor shall not charge a separate Consultation Fee, provided the event is booked. Consultation fees of \$25/hour will apply for creative design and intellectual property services if the Consultation does not result in a booked event.
5. Cancellation Fees:
 - 100 to 51 days prior to event – 10% of total event cost
 - 50 to 31 days prior to event - 20% of total event cost plus related purchases and contracted costs
 - 30 days or less prior to event – 50% of total event cost plus related purchases and contracted costs
6. Contractor shall charge Loss/Damage Replacement Fees: these items will be invoiced at current replacement cost.
7. Contractor does not offer delivery to Zones 1,3,4,5,6,7,8,9.
8. Contractor shall not charge fees for credit card usage.
9. Contractor has disclosed all fees. No additional fees will be accepted.

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10. Any change in the scope or pricing 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.

REQUEST FOR PROPOSAL
RFP# DKM-1212

Issue Date: July 11, 2024
Title: Special Event Floral & Plant Decor
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 August 13, 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: TERRI WUENSCHERL, Buyer Specialist, Procurement Services, wuenscth@jmu.edu; 540-568-7209; (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.

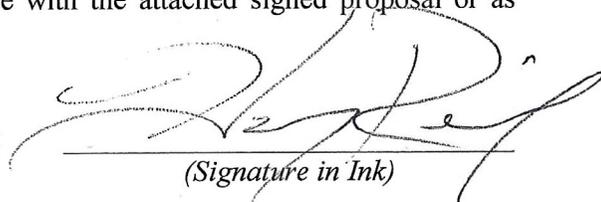
Name and Address of Firm:

The Wishing Well

243 Neff Ave, Ste U

Harrisonburg VA 22801

By:


(Signature in Ink)

Name: Harry Reif

(Please Print)

Date: August 20, 2024

Title: Vice President

Web Address: http://TheWishingWell.biz

Phone: 540 908-2333

Email: info@TheWishingWell.biz

Fax #: N?A

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.

August 20,2024

Proposal Submitted in Response
to RFP for Special Event Floral/Plant Décor
to James Madison University
RFP DKM-1212

The Wishing Well, LLC

Terrie A. Dean, Owner

Harry L. Reif, Owner

243 Neff Avenue, Suite U

Harrisonburg, VA 22801

tdean@TheWishingWell.biz

Phone: (540) 908-2333

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- II. Attachment B – SwaM Utilization Plan
- III. Attachment C – Sample Contract
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- V. Attachment E – Sample Quotations, Small and Large
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I. Executive Summary

The Wishing Well, LLC, (TWW) established in 2007, is a woman-owned company and is the Shenandoah Valley's only Travel Concierge, Event Planning, and Floral Boutique. TWW is a professional customer service provider with annual gross revenues of approximately \$1,750,000.

TWW is strategically aligned with worldwide organizations in the travel and floral industries (Teleflora/FTD and Virtuoso), allowing TWW to have a global presence while operating locally.

TWW partners with local and regional subcontractors to provide event services. Our relationships with specialty contractors allows TWW to supply 'best of the best' services to events that we manage. Our management staff is supplemented with experienced in-house floral design, event management, and logistics staff.

TWW ranks among the top 5% of florists nationally by FTD, has received numerous "Best of the Valley" and "Shenandoah Valley's Best" awards, and was recognized by Virginia Living Magazine as the Best Event Planner in the Shenandoah Valley. Our senior floral designers hold Art degrees from James Madison University and The University of Virginia. The floral design team is international in scope, with designers trained in Russia and Ukraine. The team has over 150 years of combined experience in the floral and event planning industry, including extensive experience in event contract negotiations and purchasing. Our team also includes a certified Protocol and Etiquette Consultant to assist with ensuring that events meet recognized standards. Our floral designers participate regularly in online and in-person training through our affiliations with FTD, Teleflora and Statewide professional floral organizations. Floral designers attend at least one outside training program per year, bringing new design techniques and skills in-house to benefit our clients.

TWW's well established interactive web presence allows for online and smartphone order submission via our website, www.TheWishingWell.biz. Customers receive email receipts and may request emailed photographs and delivery confirmations for orders.

TWW diverse floral staff backgrounds combined with our in-depth knowledge of the events and floral industries general and our extensive consulting experience uniquely qualifies us to assist JMU in its pursuit of a Special Event Floral and Plant Decor provider.

II. Scope of Products/Services

The scope of our proposal is defined using the criteria set out in the RFP for Special Event Floral/Plant Décor.

A. Goods & Services

1. Catalog/List of Flowers, Plants, Containers

TWW offers a wide variety of pre-arranged flowers and plants with containers via our online website: <http://www.wishingwellva.com/>. Section X provides pricing for a large sampling of individual flowers and containers. This includes flowers, plants, containers, and event décor. For JMU orders placed online via the TWW website, a special discount code will be provided offering a 5% discount off of published pricing. (See Section X – Pricing Schedule)

2. Rental of Plant and Flower Services

TWW has a network of local nurseries and greenhouses that work in concert with us to deliver a ready supply of trees, blooming potted plants, shrubbery, and other live décor to support any event. Our ongoing relationships with these providers ensures priority response to our needs. Proof of our ability to deliver is evident in the events we have produced for JMU's Forbes Center, JMU's Parent Relations Office, Aramark, and numerous events at local hotels, wineries, and wedding venues.

3. Branded Purple & Gold Product Compliance and Seasonal Limitations

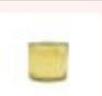
TWW has year round availability of fresh flowers in JMU's colors. Blooming plants in JMU's colors are available during most times of the year with proper advance notice. TWW is pleased to have introduced a signature JMU purple/yellow roses that have been used for events throughout the University and for arrangements delivered to JMU faculty, staff, and students.

Containers, ribbon, and other event décor in JMU's colors are available year-round. A sampling of these fresh flowers, blooming plants, containers, and event décor are included in Exhibit A. Customized requests to meet specific needs or requests for ceremonies, galas, auctions, and student functions are always welcomed.

For the purposes of this RFP response, the following represents a sampling of available items. The list of available items changes and is updated regularly.

James Madison University - Sample Containers

The following list provides an illustrative sampling of the specialty décor containers available for JMU events. In addition to these purple/gold themed items, we also have access to specialty containers representing many of JMU's sports teams. In the past, we have supplied football, basketball, and soccer containers.

	Matte Gold Ceramic Cylinder 4" Tall x 7" Diameter
	Shiny Gold Ceramic Cylinder 5" Tall x 5" Diameter
	Shiny Gold Ceramic Square Dish 4" Tall x 7" x 7"
	Shiny Gold Ceramic Square Cube 5" Tall x 5" x 5"
	Purple Passion Gathering Vase 8" Tall x 4-5/8"
	Gold Mercury Pedestal Bowl 7" Opening x 8" Tall
	Ceramic 7" Urn - Gold Nickel
	Gold Mercury 5" X 5" Glass Cylinder
	Ceramic Rectangle - 6"High x 12" x 4" - Gold Foil
	Gold Foil Ceramic Rectangle 4" Tall x 16" x 6"
	Gold 6" x 6" Glass Cylinder
	Ceramic Cylinder - Plum with Gold 6.5" Opening
	Ceramic Footed Pot 5-1/2" Tall x 4- 1/4" Gold

James Madison University – Sample Special Event Floral Décor

The following list is a representative sampling of flowers and colors available.

	Hydrangea Purple, Extra large, sold by the stem		Alstromeria Bright Yellow Select
	Matsumoto Aster Purple		Anemone Blueish Purple, 40cm
	Pom Purple White Bi-Color Disco		Billy Balls, Craspedia Yellow balls, 60 to 70 cm
	Pom Yellow Button		Carnation Purple Moonshade
	Pom Bright Yellow Daisy		Cremon Purple - Tornado
	Ranunculus Yellow		Cremon Yellow
	Purple Fire Tinted Purple & Yellow Rose, 60 cm		Cymbidium Orchid Yellow, 8 to 11 Blooms
	Brighton Rose Bright Yellow, 50 to 60 cm		Mokara Orchid Gold
	Trachelium Purple, 80cm		Vanda Orchid Blue / Purple
	Cremon Purple Ball - Gustav		Gerbera Bright Yellow Clear Eye
	Aster Double Purple Super		Hydrangea Purple, Extra large, sold by the stem
	Calla Lily Mini Bright Yellow, 40 to 45cm		Matsumoto Aster Purple
			Pom Purple White Bi-Color Disco
			Pom Yellow Button

James Madison University – Sample Event/Décor Items

The following is a small sampling of items available for JMU events. In addition to these items, many vases and accent items are also available for rental.



1-Panel Economy Backdrop Kit. Adjusts 6-10ft Tall & 6-10ft Wide

- Valance Burgundy
- Uplighting No Thanks
- Add Color to Uplighting? No Thanks
- Add LED Curtain No thanks
- Add Crystal Curtains? No Thanks



Beaded / Crystal Tree w/ Tree Base



Purple Gemstone Beaded Chandelier



10pc. Magnetic Hanging Kit for Paper Ceiling Lanterns



The Chelsea - 31" 4-Arm Candelabra in Chrome



12" Tapered Square Glass Vase-Single Piece
TWW has well over 200 glass vases in our rentals that can be made available to JMU for any event. The rental fees vary from \$5 to \$50 each.



Package of 10 Premium White Ostrich Feather Plumes in Choice of Sizes
- Choice of Sizes 16-18 inches

4. Availability of Plants/Flowers Seasonally

TWW's network of global suppliers enables us to provide cut flowers throughout the year. With few exceptions, we are able to procure almost any desired flower with advance notice. Blooming plants are more affected by seasonality due to shipping constraints. We work closely with growers to ensure that specialized live plants are available to meet our clients' needs. Our ability to do this is greatly enhanced when we are aware of requirements in advance of the normal growing seasons.

Flower and plants prices vary seasonally throughout the year based on scarcity and demand. Unforeseen growing conditions and transportation costs may also significantly impact future pricing. While these conditions are outside of TWW's control, TWW does consult proactively with customers to identify budget friendly alternatives to respect each customer's budget.

Listed below are commonly requested blooming flowers available from TWW, listed by season:

Flowers Blooming in Spring include:

Agapanthus, Amaryllis, Anemone, Apple blossom, Bird of Paradise, Brodea, Calla lily, Cherry Blossom, Corn flower, Cosmose, Dahlia, Delphinium, Delwood, Forsythia, Freesia, Gardenia, Heather, Helleborus, Hollyhock, Hyacinth, Larkspur, Casa Blanca Lily, Gloriosa Lily, Stargazer, Liatrus, Lilac, Lisianthus, Narcissus, Orchid, Peach blossom, Peony, Phlox, Poppy, Protea, Pussy willow, Ranunculus, Rose, Seeded Eucalyptus, Solidago, Statice, Stephanotis, Stock, Sweet Pea, Tulip, Viburnum, Wax flower, Zinnia.

Flowers Blooming in Summer include:

Alchemilla, Allium, Alstromeria, Amaranthus, Baby's Breath, Bird of Paradise, Calla lily, Campanula, Carnation, Chrysanthemum, Cockscomb, Cosmos, Dahlia, Delphinium, Dianthus, Didiscus, Euphorbia, Foxglove, Freesia, Gardenia, Genista, Ginger, Gladiolus, Hallaconia, Heather, Hydrangea, Hypericum, Iris, Kangaroo paw, Liatrus, Lilac, Casa Blanca Lily, Gloriosa Lily, Star Gazer, Lisianthus.

Flowers Blooming in Autumn include:

Acashia, Allium, Alstromeria, Amaranthus, Anemone, Baby's Breath, Bittersweet, Carnation, China berry, Chrysanthemum, Cockscomb, Cosmos, Echinops, Freesia, Gerbera Daisy, Gladiolus, Hypericum, Iris, Juniper, Kangaroo paw, Kalanchoe, Liatrus, Lily, Asiatic, Lily, Gloriosa, Misty Blue, Orchid, Pepper berry, Protea, Queen Ann's Lace, Quince, Rover, Roses, Rowen berry, Salvia, Solidago, Statice, Star of Bethlehem, Sunflower, Yarrow, Zinnia.

Flowers Blooming in Winter include:

Acashia, Alstromeria, Amaryllis, Carnation, Chrysanthemums, Cyclamen, Evergreens, Gerbera Daisy, Ginger, Helleborus, Holly berry, Lily, Asiatic Lily, Casa Blanca Lily, Narcissus, Orchid, Pansy, Pepperberry, Phlox, Protea, Queen Ann's Lace, Roses, Star of Bethlehem, Statice.

5. Containers

The types of containers used for floral orders and event work are primarily dictated by clients' requests and by consultation offered by TWW regarding: appropriateness for the occasion, location and placement of the designs, and logistics.

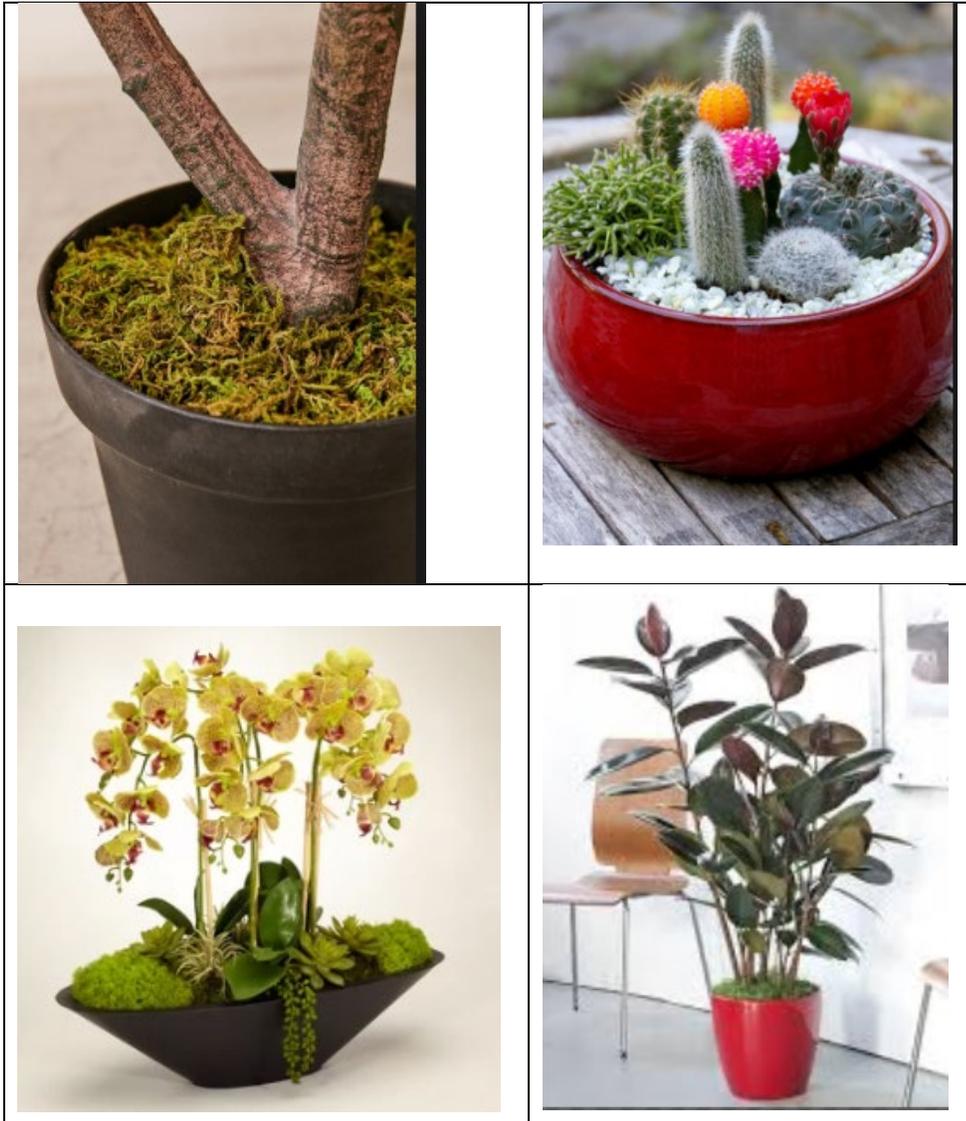
TWW utilizes Goal-Price Consultation, a cost-effective approach, to produce the optimal solution using purchased and/or rental containers. This allows us to offer over 300 in stock rental containers for purchase or rental to create unique décor that meets event design and budgetary requirements.

Images of a sampling of our containers:

	Matte Gold Ceramic Cylinder 4" Tall x 7" Diameter
	Shiny Gold Ceramic Cylinder 5" Tall x 5" Diameter
	Shiny Gold Ceramic Square Dish 4" Tall x 7" x 7"
	Shiny Gold Ceramic Square Cube 5" Tall x 5" x 5"
	Purple Passion Gathering Vase 8" Tall x 4-5/8"
	Gold Mercury Pedestal Bowl 7" Opening x 8" Tall
	Ceramic 7" Urn - Gold Nickel
	Gold Mercury 5" X 5" Glass Cylinder
	Ceramic Rectangle - 6"High x 12" x 4" - Gold Foil
	Gold Foil Ceramic Rectangle 4" Tall x 16" x 6"
	Gold 6" x 6" Glass Cylinder
	Ceramic Cylinder - Plum with Gold 6.5" Opening
	Ceramic Footed Pot 5-1/2" Tall x 4- 1/4" Gold

6. “Topping Off” Arrangements

Live plants are “topped off” using a variety of options including moss, Spanish moss, stones, natural elements, grasses, etc. Topping-off is automatically **included in base product pricing**. Please refer to our event/floral work picture gallery for examples.



7. Event and Floral Décor Services

TWW executes small to large, single and multi-location events for a variety of purposes in various venues for JMU, local businesses and hotels, and for special events such as weddings. Our staffing includes a full complement of on-call designers, event personnel, and drivers that supplement our in-house teams. We utilize two company-owned delivery vehicles, supplemented by local rental vehicles as needed to stage and deliver events. Senior, experienced event managers oversee the planning and execution of each event using event project plans that detail tasks and staffing.

8. Special Event Floral/Plant Décor Services Process

TWW’s process begins collaboratively with JMU’s event coordinators. Our Goal-Price Consultation starts by clearly understanding the purposes, goals, and expected outcomes of the event. Information regarding attendees, the theme of the event, the overall look and feel that needs to be achieved, and the anticipated budget is gathered and used as the basis for the Event Plan.

TWW offers creative suggestions on specific floral options, linen choices, containers, trees and plants, and other décor to enhance the overall look and feel of the event while respecting budgetary goals. This outcome-focused process results in improved designs and cost savings.

Once a conceptual design is agreed upon, TWW prepares a comprehensive PowerPoint presentation illustrating the design details. This reduces chances for misunderstandings and ‘surprises’ regarding how the design will be carried out. Upon agreement, pricing is presented for approval and authorization to begin work. The PowerPoint presentation serves as the blueprint and work order for TWW’s designers and event team. The presentation also serves as an historical record of the event. An example of a PowerPoint presentation (less budget summary page) appears below:

<p style="text-align: center;">Forbes Center</p> <p style="text-align: center;">“Candide”</p> <p style="text-align: center;">Saturday, November 12, 2016</p>	<p style="text-align: center;">Dining – Chairs, Tablecloths, Cocktail</p> <div style="display: flex; justify-content: space-around;">    </div> <p>Chiavari Chair – Fruitwood Tablecloth – Celadon Brocade Cocktail Tables – Purple dupioni silk with celadon green sashes</p>
<p style="text-align: center;">Chair - Decor</p> <p>Each fruitwood chair will be draped with Two strands of pearls to highlight the “Glitter and Be Gay” theme.</p> 	<p style="text-align: center;">Floral Design</p> <div style="display: flex; justify-content: space-around;">    </div> <p>Cocktail Tables – Round spherical arrangements to be in harmony with the globe arrangements</p> <p>Far Left – Table Centerpieces Center – Dessert Table Show Piece</p>
<p style="text-align: center;">Elephant Bar</p>  <p>Elephant Bar – Donated by Dr. Steven and Mrs. Stephanie Pence Courtesy of: The Columns at Six Penny Farm</p>  <p>Bar Arrangement – Large African Mask with grasses and loose greens.</p>	<p style="text-align: center;">Paris - Vignette</p> <div style="display: flex; justify-content: space-around;">     </div> <p>Eiffel Tower will be displayed surrounded by Gold, Green, and Antique Henna parasols</p>

9. Plan and Timeframe for Delivery, Set-up, Take-down, and Pick-up of Flowers

Pricing for normal delivery and set up to JMU's campus is provided with each event quotation. If rental items are involved, pickup pricing is also included with the quotation. Normal delivery, set-up, and pick-up times are 9AM-5PM Monday through Friday and 9AM-3PM on Saturday. If special situations such as off-campus locations, extensive stair climbing, or off hour labor are required, these must be stipulated at the time the request for service is made to ensure that these costs are included in the quotation. Failure to communicate this information at the time of quotation may result in additional charges on the final billing.

10. Expected Turnaround

TWW enjoys a collaborative relationship with our wholesale vendors. Due to their close proximity to our location, obtaining products needed to accommodate 24 hour turnaround for floral needs is normally possible. TWW staff is available on-call to design and deliver floral/event management products and services on an as-needed basis.

While it is possible to accommodate last minute floral/event work, it is advisable to plan at least five to seven days in advance. Due to additional staffing and logistics related to product purchases, last-minute requests will likely incur higher prices.

11. Wholesaler Information

The number of wholesalers available to TWW for event/floral fulfillment is limitless. TWW selects preferred wholesalers based upon product quality, delivery capabilities, and access to specialty floral products such as orchids and tropicals.

Our major suppliers are located to the east, north, and south of Harrisonburg. Whenever possible, TWW purchases from local suppliers that have demonstrated their abilities to consistently provide quality products to us.

12. Dress Code

TWW recognizes that professionalism impacts the way clients perceive us in their event space. Our dress code applies on our site and on our clients' sites. The code includes clothing that is clean and pressed, NO sleeveless shirts, NO open-toed shoes, NO T-shirts, and NO cut-offs. Additionally, on event set-up day, employees wear our branded TWW logo shirts and black slacks or black jeans.

13. Consultation & Guidance

Terrie Dean, General Manager and Owner of The Wishing Well is certified as a business etiquette and protocol consultant. This, coupled with her numerous years of event experience, credentials Dean to provide strategic advice relating to event practices, staging, and ease of guest management. The Wishing Well's design team accommodates requests for on-site visits to assess the event area and make appropriate recommendations based on flow and eye-pleasing design. Upon request, we

bring container examples, linen samples, and sketches of proposed designs to client's space for review and approval prior to preparing a quote for the event.

The initial hour of consultation and preliminary design services are included in the product cost. Subsequent hours are billable at \$50 per hour in the event that a purchase is not made.

14. Delivery Requirements

TWW's minimum product order is \$65. Minimum delivery charges for campus delivery are \$12 and can increase based upon the volume of items, labor, setup time, and obstacles to a simple delivery. Pickup charges begin at \$12 and vary similarly to delivery charges. Both types of charges are laid out in the event proposal or when services are ordered.

The Wishing Well utilizes two delivery vehicles, outfitted for floral and event deliveries - a Ford Transit van and a larger Chevy Express van - that serve as our primary delivery fleet. We complement these vehicles with an EZ-Go Golf Cart and trailer as needed for special events. Rental vehicles and staging equipment are employed on an as-needed basis.

Normal pricing includes inside delivery predicated on easy access to loading docks, entry-points, and doorways. We normally survey event areas prior to the engagement if we are not already familiar with them so that we're able to accommodate special delivery requirements (if they exist) as we plan for the event.

B. General Information & Experience

1. Cancellation Requirements

Cancellation policy:

- 100 to 51 days prior to event - 10% of total event cost
- 50 to 31 days prior to event - 20% of total event cost plus related purchases and contracted costs
- 30 days or less prior to event - 50% of total event cost plus related purchases and contracted costs

2. Written Proposal

Please refer to the Attachment E for examples of The Wishing Well's quotations for a small and large special event.

3. Invoicing Procedure

Upon completion of an event, an electronic invoice is emailed to JMU's event coordinator or their designee. Payment is due within 30 days of invoice or event date, whichever is later. Payment must be received within 30 days to avoid late fees. TWW reserves the right to submit amended invoices based on event changes and the loss or untimely return of rental items.

Purchasers may request an electronic photo of item(s) purchased for individual orders. There is no cost for photos.

Sample Invoice and accompanying product photo:

The Wishing Well
 243 Neff Ave - Ste. U
 HARRISONBURG, VA 22801
 540-908-2333
 www.TheWishingWell.biz

\$ _____
 AMOUNT REMITTED

INVOICE

SOLD TO:
JMU Forbes Center
Attn: Regan Byrne
MSC 2107
147 Warsaw Ave
HARRISONBURG, VA 22807

DELIVERED TO:
 Regan Byrne
 JMU Forbes Center
 147 WARSAW AVE
 HARRISONBURG, VA 22807-1037

P: (540)568-4393
 ACCT. NO: 0015271
 PAYMENT: House
 CLERK: Terrie

ORDER NO: 045064/1
 ORDER DATE: 6/12/2024 9:59AM
 ORDERED BY:

DELIVERY DATE: **Thu, 06/20/2024**
 DELIVERY TIME: by 11:00AM

COPY NO: 3
 PRINTED: 8/20/2024 4:27PM

PRODUCT	QUANTITY	PRICE/UT	DISCOUNT	EXTENDED
Delivery Charge	1	12.00		12.00
FA - Fresh Arrangement - USE GOLD METAL STANDS - Lots of wispy palms and slight floral accents.	4	80.00		320.00
SUB-TOTAL				332.00
Sales Tax				0.00
TOTAL				332.00

CARD/OCCASION
 Other

ORDER NOTES

Sample product photo included with invoice:



4. Personnel

TWW's floral design team has over 150 years of combined experience in the floral and event planning industry, including extensive experience in event contract negotiations and purchasing. Our senior designers hold Art degrees from James Madison University, Madison College, and The University of Virginia. Adding to this experience is TWW's commitment to ongoing professional education. Our floral design team participates regularly in online and in-person training through our affiliations with FTD, Teleflora, Association of Independent Floral Designers (AIFD), and other professional floral organizations. Floral designers attend at least one training program per year, bringing new design techniques and skills back for the benefit of our clients.

To ensure the highest level of quality The Wishing Well rarely, if ever, subcontracts personnel for events we oversee or manage.

The Wishing Well recognizes the value of continuing education and training. On a yearly basis TWW floral and design staff regularly attends regional and statewide training workshops to improve their design techniques and to learn about the latest floral products and trends. This training is supplemented with in-house web-based training seminars that staff complete during their normal working days. On an annual basis, the floral and design staff travels outside of our local area to upgrade their design skills and knowledge.

5. Primary Contacts

Terrie A. Dean, President/Owner
Phone: (540) 908-2333
Email: tdean@TheWishingWell.biz

Harry Reif, PhD, Vice President, Co-Owner
Phone (540) 908-2333
Email: hreif@TheWishingWell.biz
(resume available upon request)

Terrie Dean Bio

Terrie Dean, Certified Business Etiquette and International Protocol Consultant, has been active for over 42 years in marketing management and special event planning for the travel and tourism industry. She received certification at the Protocol School of Washington under the direction of Ms. Dorothea Johnson; a world recognized authority in business and social etiquette. She received International Protocol certification under the direction of Jonathan Moeller, Protocol Advisor to the President of the United States.

Ms. Dean, a life-long native of the Shenandoah Valley, opened The Wishing Well with her business partner, Dr. Harry Reif over 16 years ago in Harrisonburg, VA and currently serves as the Owner and General Manager. The Wishing Well brings a unique business model to Central Virginia that encompasses; full-service travel, event planning, and floral design, all located under a single roof. Their corporate clients include: Merck Pharmaceuticals, JMU Forbes Center, the JMU Dukes Club, the Hampton Inn and Residence Inn by Marriott of

Harrisonburg, many local churches and retirement homes, just to name a few. The Wishing Well's travel division is aligned with Virtuoso – the world's largest luxury network of by-invitation-only travel agency members.

Ms. Dean has also held positions as Marketing Director and Public Information Officer for the Charlottesville Albemarle Airport and Manager of Franchise Development for Carlson Companies, Inc., a \$33 billion dollar privately held Fortune 500 Company. She also has held management positions with offices of American Express and served as the travel and events coordinator for GE Fanuc (a global joint venture of General Electric and Fanuc USA). While at GE Fanuc, Ms. Dean received the "Outstanding Customer Service Award" and became the first outside vendor ever to receive this recognition.

Some of Ms. Dean's more recognizable clients have included: Sissy Spacek, Jessica Lange, Sam Sheppard, Dave Matthews, John Grisham, and the legendary Mohammad Ali.

Ms. Dean has functioned in the capacity of public relations liaison and served as an officer on numerous community service boards and committees. She has accepted public speaking engagements ranging from the topic of tourism to motivational topics, customer service and conducted classes for self-help.

6. Large Event Work

Examples of TWW's large event work is included as Attachment F. These include JMU and private event types and themes including a variety of flowers and décor. Names have been redacted to protect the privacy of TWW's clients.

7. VASCUPP Annual Sales

Approximately 30 JMU departments have accounts at TWW. Spending fluctuates year to year. James Madison University is the sole VASCUPP member institution served by The Wishing Well, however we do provide ongoing services to several local government and related non-profit agencies.

V. Section X: Pricing Schedule (as of August 2024) all prices include standard containers – fancy/deluxe containers incur add'l cost

1.

Plant Name	Pot Size	Specs	Rental Fee	Purchase Fee
Anthurium	6"	12-16" Height	\$28.00	\$33.00
	10" (8" only)	24-32" Height	\$50.00	\$75.00
Croton (Assorted)	8"	24-30" Height	\$25.00	\$40.00
	10"	28-36" Height	\$38.00	\$50.00
	14"	34-36"	\$ N/A	\$N/A
Dieffenbachia	8"	20-26" Height	\$ N/A	\$
	10"	26-30" Height	\$ N/A	\$
Dracena (Janet Craig)	10"	32-38" Height	\$ N/A	\$
	14"	40-42" Height	\$ N/A	\$
Dracena (Marginata)	10"	5' Height	\$ N/A	\$
	14"	6 1/2' Height	\$ N/A	\$
	17"	7-8' Height	\$ N/A	\$
Dracena (Massangeana)	10"	5' Height	\$ N/A	\$
	14"	7' Height	\$ N/A	\$
	17"	8' Height	\$ N/A	\$
Dracena (Lisa Cane)	12"	6-6 1/2' Height	\$ N/A	\$
	14"	6 1/2-7" Height	\$ N/A	\$
Fern (Birdnest)	6"	14" Height	\$ N/A	\$
	8"	16" Height	\$39.00	\$47.00
Fern (Boston)	8"	14" Height	\$25.00	\$30.00
	10"	16" Height	\$38.50	\$44.00
Ficus (Alii)	10"	4' Height	\$76.00	\$78.00
	12"	5' Height	\$80.50	\$105.00
	14"	5-6' Height	\$135.00	\$150.00

	17"	8-10' Height	\$270.00	\$310.00
Ficus (Eugenia 3-Ball)	16"	14" Height	\$ N/A	\$
Ficus Benjamina (Braid)	12"	5' Height	\$ N/A	\$
	14"	6-6 1/2' Height	\$ N/A	\$
	17"	7-8' Height	\$ N/A	\$
Ficus Spire (Columnar)	12"	6' Height	\$ N/A	\$
	14"	7' Height	\$ N/A	\$
	17"	8 1/2' Height	\$ N/A	\$
Palm (Bamboo)	10"	46-48" Height	\$72.00	\$87.00
	12"	5' Height	\$115.00	\$138.00
	14"	6' Height	\$145.00	\$175.00
	17"	7' Height	\$	\$
Palm (Kentia)	10"	5' Height	\$ N/A	\$
	12"	6' Height	\$ N/A	\$
	14"	7-8' Height	\$ N/A	\$
	17"	8' Height	\$ N/A	\$
Palm (Neanthe Bella)	8"	28" Height	\$ N/A	\$
	10"	34" Height	\$ N/A	\$
	14"	38" Height	\$122.00	165.00\$
Palm (Raphis)			\$ N/A	\$
Palm (Raphis)	12"	4' Height	\$ N/A	\$
	14"	5' Height	\$ N/A	\$
	17"	6' Height	\$400.00	\$500.00
Palm (Majesty)	16"	14" Height	\$ N/A	\$
Sanserveria (Snake Plant)	8"	26-28" Height	\$ N/A	\$
	10"	34" Height	\$ N/A	\$
	14"	48" Height	\$ N/A	\$
Schefflera Amate	12"	5 1/2' Height	\$ N/A	\$
	14"	6' Height	\$125	\$156.00
	17"	6 1/2' Height	\$ N/A	\$

Schefflera Arboricola Bush	10"	30" Height	\$65.00	\$80.00
	12"	42" Height	\$ N/A	\$
	14"	46" Height	\$ N/A	\$
Schefflera Arboricola Tree	10"	4' Height	\$ N/A	\$
	14"	5' Height	\$99.00	\$120.00
Spathiphyllum (Peace Lily)	10"	32" Height	\$65.00	\$85.00
	14"	38-40" Height	\$ N/A	\$
Pyramids (Cone Form)	10"	4' Height	\$ N/A	\$
(Pothos)	14"	6' Height	\$ N/A	\$
Pyramids (Cone Form)	10"	4' Height	\$ N/A	\$
(Podocarpus)	14"	6' Height	\$ N/A	\$
Topiary	6"	18" Height	\$ N/A	\$
(Ivy Assortments)	8"	24" Height	\$ N/A	\$
	10"	28" Height	\$90.00	\$110.00
Flowering	6"	20" Height	\$60.00	\$75.00
(Orchids)	8"	20" Height	\$75.00	\$90.00
Floral and Blooming Plant Purchase Pricing- 6" grow pots				
Mums				\$16.00
Bromeliads				\$26.00
Orchids				\$68.00
Pansies				\$14.00
Cyclamen				\$13.00
Azalea				\$25.00
Geranium				\$13.00
Hydrangea Purchase Price				
<u>PotSize</u>	<u>Flower Count</u>		<u>Price</u>	
4"	1		\$34.00	
6"	3-4		\$48.00	
6.5"	5-6		\$50.00	
8"	8+		\$100.00	

		Boston Fern Purchase Price		
Pot Size		Flower Count		Price
4"		1		N/A
6"		3-4		\$16.00
6.5"		5-6		N/A
7"		8+		N/A
7.5-8"		10+		\$28.00
		Poinsettia Purchase Price		
Pot Size		Flower Count		Price
4"		1		\$7.00
6"		3-4		N/A
6.5"		5-6		\$16.00
7"		8+		N/A
&.5-8"		10+		\$30.00
10"		12+		\$36.00
<u>Exterior Landscaping for Patios, Terraces, and Stages (Potted)</u>				
Boxwood (Cones)	12"	3' Height	\$ N/A	\$
	14"	4' Height	\$ N/A	\$
Boxwood (Globes)	10"	1' Height	\$ N/A	\$
	12"	2' Height	\$ N/A	\$
	14"	3' Height	\$ N/A	\$
Boxwood (Spirals)	12"	2' Height	\$ N/A	\$
	14"	4' Height	\$ N/A	\$
	17"	6' Height	\$ N/A	\$
Emerald Green Arborvitae	14"	4' Height	\$ N/A	\$
	20"	7' Height	\$ N/A	\$
Juniper Evergreen Spirals	17"	7' Height	\$ N/A	\$
Impatiens	10"	-----	\$ N/A	\$
Petunia	10"	-----	\$ N/A	\$

1. TWW does not add fees for charge cards.
2. Delivery, pick-up, and associated fees
 - Normal campus delivery, single item \$12.00
 - Event Delivery – varies by event, will be quoted with event pricing
 - Event Set-Up fee varies by event, will be quoted with event pricing
 - Pick Up charges varies by event, will be quoted with event pricing

Hourly labor rate for set up \$50.00/hour per person
 Hourly labor rate for take down \$50.00/ hour per person
 Travel charges \$0 for on-campus, \$.75/mile for other locations
 Specialized rental equipment quoted with event pricing
3. Additional \items may become available over time. TWW is prepared to quote prices as items become available or are requested by JMU.
4. Additional Costs that May Apply
 - Consultation Fees
 TWW does not charge a separate Consultation Fee, provided the event is booked.
 Consultation fees of \$25/hr will apply for creative design and intellectual property services if the Consultation does not result in a booked event.
 - Cancellation Fees
 Cancellation policy:
 - 100 to 51 days prior to event – 10% of total event cost
 - 50 to 31 days prior to event - 20% of total event cost plus related purchases and contracted costs
 - 30 days or less prior to event – 50% of total event cost plus related purchases and contracted costs
 - Loss/Damage Replacement Fees
 Lost or damaged items will be invoiced at current replacement cost.
5. Travel and Delivery Costs by Zone (as shown in RFP Attachment D)
 - Zones 1,3,4,5,6,7,8,9 – Delivery service not offered in these zones.
 - Zone 2 –
 - Individual item delivery –
 - \$12 flat fee for individual item delivery to JMU campus or within the City of Harrisonburg.
 - Fees vary outside of the City of Harrisonburg based up actual distance and will be quoted upon request.
6. TWW does not charge additional fees for credit card usage. As a small business, we do appreciate payment by check.

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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 15 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 #
JMU Parent Relations	16 years	MSC 3605	Sherry King 568-8064
Aramark – JMU	16 years	MSC 0901	Debbie Bahr 568-6751
Brix & Columns	10 years	McGaheysville VA	Stephanie Pence 810-0566
JMU Forbes Center	11 years	MSC 2107	Regan Byrne 568-4393
Sunnyside Retirement Comm.	16 years	Harrisonburg VA	Bobbie Harris 568-8600

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

Terrie A. Dean, 243 Neff Ave - Ste U, Harrisonburg VA 22801, 540 908-2333

Harry Reif, 243 Neff Ave – Ste U, Harrisonburg VA 22801, 540 908-2333

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: _____ 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 SBSB 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: DMK-1212

Date Form Completed: 08/20/2024

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

Offeror / Proposer:

The Wishing Well

243 Neff Ave, Ste U Harrisonburg VA 22801

Terrie Dean 540 908-2333

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 <small>(to be submitted with request for payment from JMU)</small>

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

RETURN OF THIS PAGE IS REQUIRED



**COMMONWEALTH OF VIRGINIA STANDARD
CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

**College of William and Mary (Williamsburg)
Old Dominion University (Norfolk)**

Zone 8

**Virginia Military Institute (Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)**

Zone 3

University of V

Zone 6

Virginia Comm

Zone 9

University of V

Attachment E

**Examples of Small and Large Quotations
appear on Following Pages**

Attachment E

Small Quotation Example



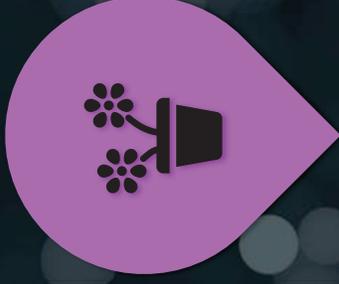
Serena Wilt – 60th Birthday Bash

The Loft – Saturday, May 25, 2024

Party Planning



INVITE



ADORN



PAR-TAE

YOUR SAVE- THE-DATE

- The inspiration for the theme
- Your personality
- The total effect

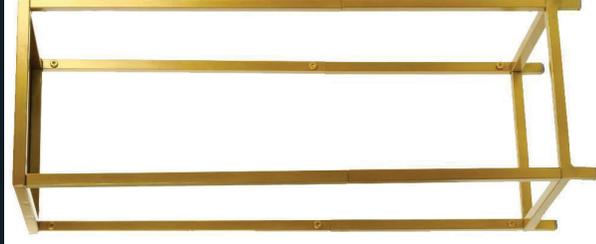




VENUE - The Loft

Table Centerpieces (6)

- ▶ Designed specifically to reflect Serena's personality
 - ▶ Whimsical
 - ▶ Unexpected
 - ▶ Dynamic
 - ▶ WOW factor





COCKTAIL TABLES

- ▶ Unexpected Cocktail Table Surprise!
- ▶ Uplift under Scuba Cloths
- ▶ Gold Metallic with uplights

	6 Champagne Metallic Shiny Glittered Spandex Cocktail Table Cover Pack of 1 Tablecloth TAB_COCK23_CHMP	\$101.94
<hr/>		
Subtotal		\$101.94
Shipping		Free
Estimated taxes		\$5.40
<hr/>		
Total		USD \$107.34

Cocktail Tables

■ Martini Glasses with Gerbera Daisy

■ Bottom of Glass – Glitter on Table

■ Gel Beads and Lights



LOUNGETABLE AT COUCH AND
TWO ADDITIONAL ARRANGMENTS FOR EACH END OF BAR

ROUND GOLD SPHERE

IN BLACK SQUARE CONTAINER

SINGLE FUSHCIA ORCHID WITH
GREENERY



BATHROOMS (2)

Each bathroom – Ladies and Gentlemen will have 1 potted orchid to adorn the lavatory area



INVESTMENT INFORMATION

- ▶ (6) Dining Table Centerpieces – as described
- ▶ (6) Cocktail Table Centerpieces – as described
- ▶ (6) Cocktail Table covers – Metallic Gold
- ▶ (1) Lounge Area Table Centerpiece – as described
- ▶ (2) Bar Top Arrangements – same as Lounge Area Centerpiece
- ▶ (2) Bathroom – Potted Orchids

- ▶ Total: \$897.65 (Floral) – (6) Cocktail Table covers - \$107.34
VA State Sales Tax: \$47.58
Set-Up – Waived
Grand Total: \$1052.57

HAPPY BIRTHDAY SWEET FRIEND!

The Wishing Well

Attachment E

Large Quotation Example



CELEBRATION OF LIFE EVENT

REVISED EVENT INFORMATION/SCOPE OF WORK AS OF 4/11/22

April 22, 2022

Honoring Nancy Quick Fitzgerald
2359 Lindhurst Road, Waynesboro, VA

Scope of Work to include:

- Tent(s) - (1) 30 X 40 / (3) 10 x 10
- Tables and Chairs - 100 guests
- Linens and Napkins
- Porto Toilet - (2) Units - ground level
- Heaters (optional, weather driven)
- Blooming Centerpieces (Petunias),
Other blooming plants as décor (Azaleas)
- Catering - Backyard BBQ and fixin's
- With utensils, dishes



Tents – (Heaters will be added if weather demands) - Diagram of tent placement MUST be supplied by Client

- (1) 30 X 40 Tent with clear drop down sides



- (3) 10 X 10 Tent - 1 with drop down sides
1 - Music / 1 - Food/Buffer / 1 - Caterer Prep



WEDDING QUALITY PORTA TOILETS



We are suggesting (2) Single Toilets
for 100 guests

Tables and Chairs – includes set up and return of rentals

- (15) 6 FT ROUNDS - DINING
- (3) 8 FT RECTANGLES - BEVERAGES/BUFFETT
- (120) FOLDING CHAIRS



Tablecloths & Centerpieces

- Tablecloths & Napkins



- Centerpieces / Floral Décor – (Pansies NOT available at this time of year – ONLY Petunias)



Catering Backyard BBQ

Menu Selections to include:

Pulled Pork and Buns

Coleslaw

Baked Beans

Potato Salad

Salad

Banana Pudding

Non-alcoholic Drinks - Tea,
Water, Lemonade

Disposables

**Bartending Charges have
been added**



Scope of Work – includes modifications as of 4/11/22 *Musician's agreements & associated A/V needs are not incorporated in this Scope of Work Agreement.*

This inclusive presentation, the Scope of Work, represents all components of the Event that The Wishing Well has agreed to provide and oversee. It represents the entirety of what we have been requested to provide. The Scope of Work has been updated to reflect the most recent changes necessitated by vendor/product availability and costing and changes client has requested. This QUOTE below represents the most recent vendor quotations, but does not include unknown or miscellaneous charges that have not yet been provided by vendors. As such, the QUOTE is a current estimate and not a FINAL INVOICE. The FINAL INVOICE will include all charges – current and unforeseen.

The Wishing Well will provide an on-site representative on the day of the event to oversee and orchestrate set up and execution of vendors deliveries and promised work.

Current Anticipated Cost:

Total based on slide presentation:	\$8689.94
VA State Sales Tax (5.3%)	<u>\$ 460.57</u>
GRAND TOTAL (QUOTE):	\$9150.57

Event Agreement

Please review and sign this Event Agreement no later than April 2, 2022. This quote will expire on April 3, 2022. Upon receipt of signed agreement and payment, work will begin to secure vendors. Time is of the essence. Thank you for allowing us to be a part of a very important celebration for your family and friends! We look forward to meeting you personally!

PREVIOUS AGREEMENT SIGNED. THIS UPDATES THE SCOPE OF WORK AND ESTIMATE TO COMPLETE EVENT

Terrie A. Dean, Owner
The Wishing Well, LLC
PH: (540) 908-2333

PLEASE CLICK ON THIS LINK TO PREVIEW EVENT AGREEMENT

04/11/22 - Update to Event Agreement

The Wishing Well and Kim Curtis have modified the original agreement to include the following:

- Added one Bartender to Catering contract
- Upgraded Catering food choices
- Increased the size of tent to accommodate additional guests
- Modified portable toilet style to better accommodate guests with difficulty climbing steps

Please respond via email to acknowledge that you are in agreement with the above changes and corresponding Cost Grand Total as shown on the Scope of Work slide.

Terrie A. Dean, Owner
The Wishing Well, LLC
PH: (540) 908-2333

Attachment F

**Examples of Events
appear on Following Pages**

Attachment F

Sample Event 1



DENISE & SHANNON

50th Birthday Roaring Disco Party

Brix & Columns

June 15, 2019

5:30-10:30

100 INVITATIONS & 100 SAVE THE DATE MAGNETS



D.J. SERVICES

King Studios

- 4 Hours of Music
- 1 - Sound System
- Wireless Handhelds
- Dance Floor Lighting
- Set up / Take down
- Pre-Event Consultation



DANCE FLOOR

WHITE STARLIT TWINKLE DANCE FLOOR

Stunning starlit dance floor is a brilliant polished white, with hundreds of twinkling, controllable LEDs embedded in it. The dance floor has white LEDs, and RGB twinkles too.

Included: Delivery and installation of dance floor. Assistant to coordinate and run dance floor lights during event. Take down of dance floor following event.



CEILING DECOR

4 GLASS MIRROR BALLS



6 SILVER SHIMMERING SWIRL CHANDELIER



ROOM DECOR

UPLIGHTING AROUND ROOM

12 Lights placed around the room



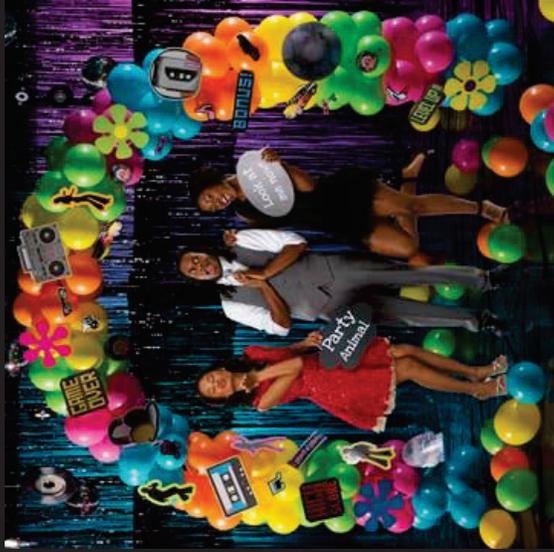
SILVER METALIC FRINGE
CURTAINS BETWEEN
BALLROOM AND
TASTING ROOM



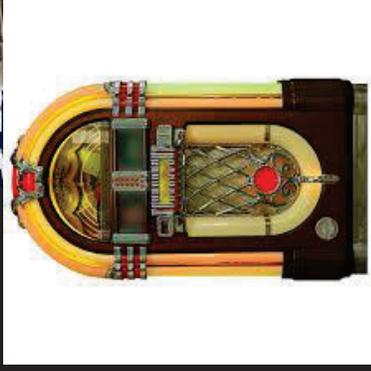
4 REVOLVING MIRROR
DISCO BALL

ROOM DÉCOR CONTINUED

DECADES THEMED BALLOON ARCH AT ENTRANCE

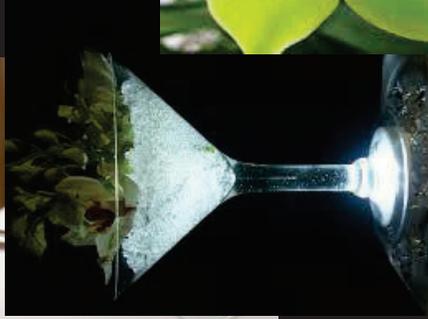


CARDBOARD STANDEES



15 - COCKTAIL TABLE DECOR

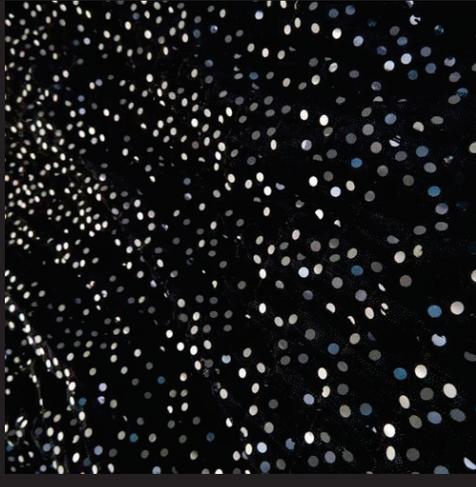
Rental of champagne sequined spandex table cloths tied with fuzzy dice. Rented oversized martini glass with clear glass beads with 3 green cymbidium orchid blooms and a touch of bear grass accenting. Clear white LED light in vase for a soft glow. Base of martini glass will be accented with a vinyl record.



8 - ROUND SEATED GUEST TABLES

Rent tall clear glass tulip vase accented with curly willow and multicolored daisies along with colored LED lights. A blue gazing sphere will adorn the top of the vase while multi colored daisies accented with outside of the vase for added depth.

Rental of black pleated rushced netting adorned by sequins to be placed overtop Brix & Columns white table liners.



CATERER

Puttin' On The Ritz By Dwayne Propst

LET US PLAN AND CATER THE EVENT OF
YOUR DREAMS...



Owned and operated by Dwayne Propst. Puttin' on the Ritz is located in Franklin WV and has been serving the Potomac and Tygart Valleys in West Virginia and the Shenandoah Valley in Virginia since 1989.

50'S THEMED FOOD STATION

Free standing 50's
décor at food
station with LED
menu board



Menu
Cheeseburger
Sliders
Potato Wedges
Hot Dog Sliders
Milkshakes

60'S THEMED FOOD STATION

Menu

Pulled Pork B-B-Q

Mashed Potato Bar

Free standing
60's décor at
food station with
LED menu board



70'S THEMED FOOD STATION

Menu

Philly Cheesesteak sandwiches

Soft Pretzels

Pop Corn

Cheese & Crackers

Free standing
70's décor at
food station with
LED menu board



80'S THEMED FOOD STATION

Menu

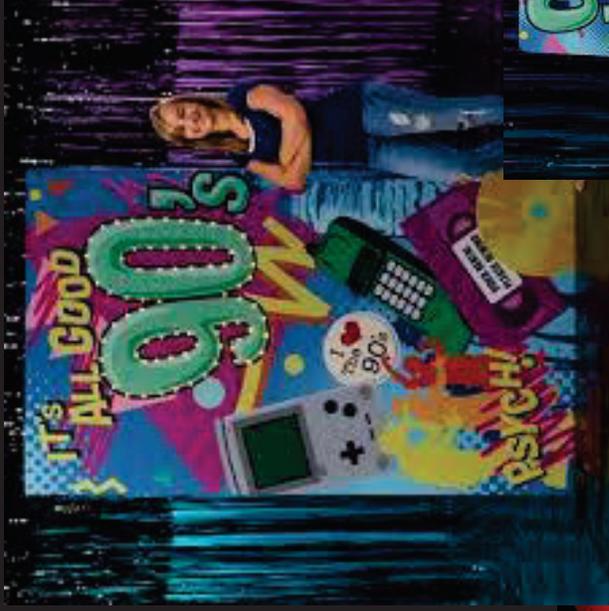
Assorted Deserts

Chocolate Dipped
Bananas



Free standing
80's décor at
food station with
LED menu board

90'S THEMED FOOD STATION



Free standing
90's décor at
food station with
LED menu board

MENU

Fajita Station (Beef & Chicken)

Fish Tacos

Nacho Bar



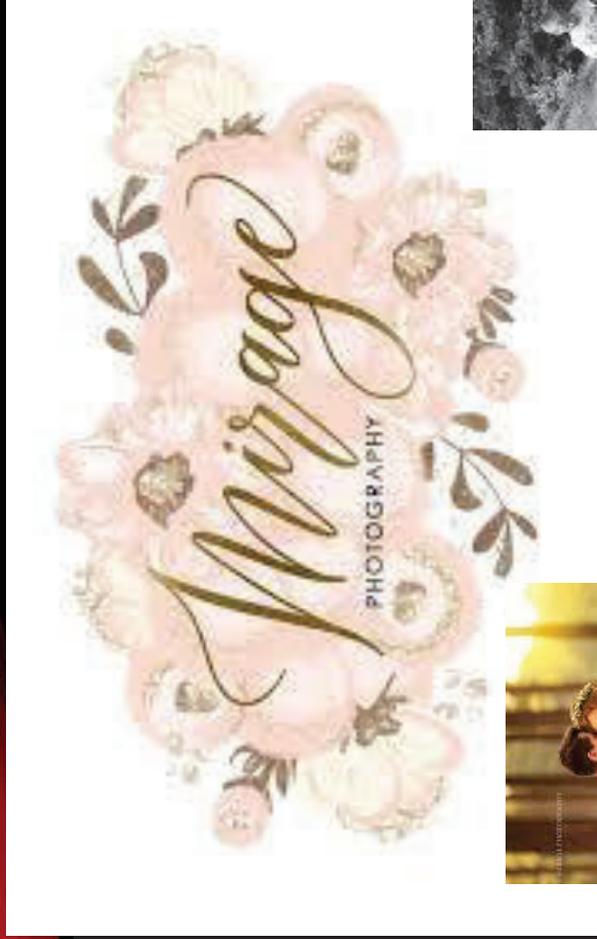
BEVERAGE STATION

Coffee
Tea
Water

LED Menu Board
Sequined Table Runner



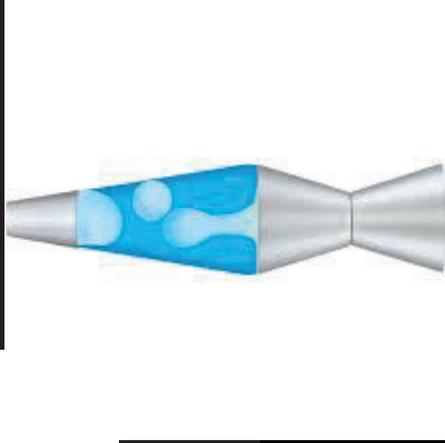
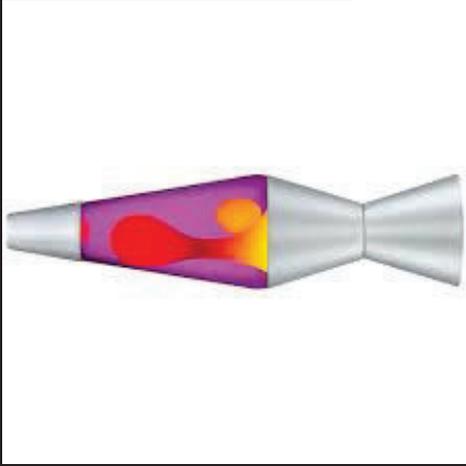
EVENT PHOTOGRAPHY



RESTROOMS

Lava Lamps to sit on sink counter in each restroom.

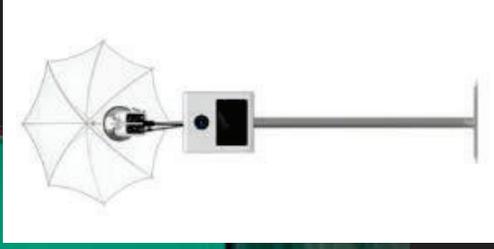
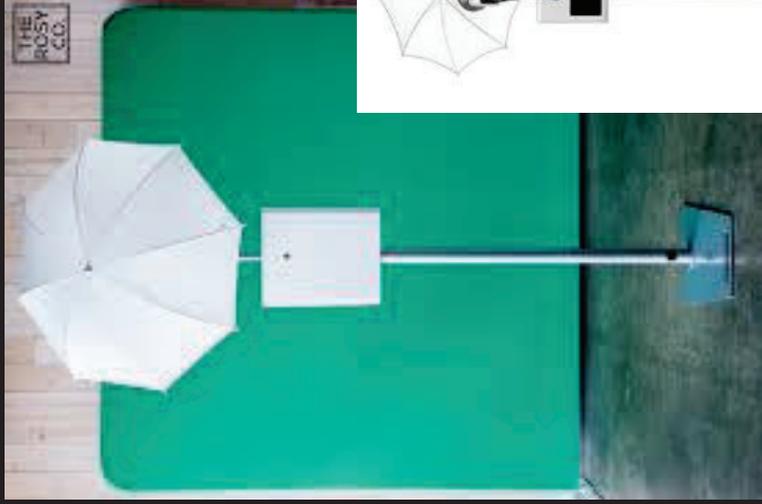
14.5" tall

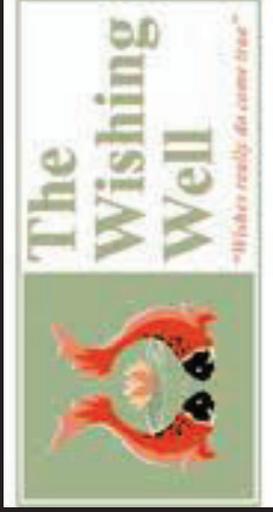


PHOTOBOTH

5 Hour Package (5:30pm-10:30pm)

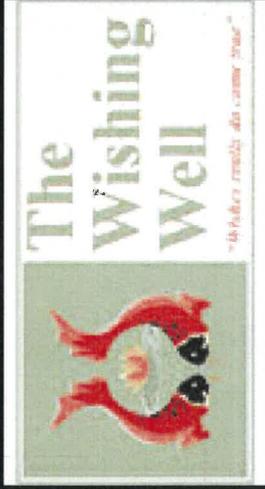
- Use of one of our luxury photo booth backdrops
- Professional flash for great lighting
- Unlimited 4"x6" prints or 2"x6" prints during your event
- Use of premium photo booth props
- Free delivery up to 65 miles of 22801
- 1-2 professional and friendly photo booth attendants at your event during the entire rental period
- Set up 1.5 hours before photo booth start time & breakdown after photo booth end time
- Access to online gallery to view and download photos for one year after the event
- Green screen service
- Choice of a Guest photo album (delivered after event) or a USB of all photos





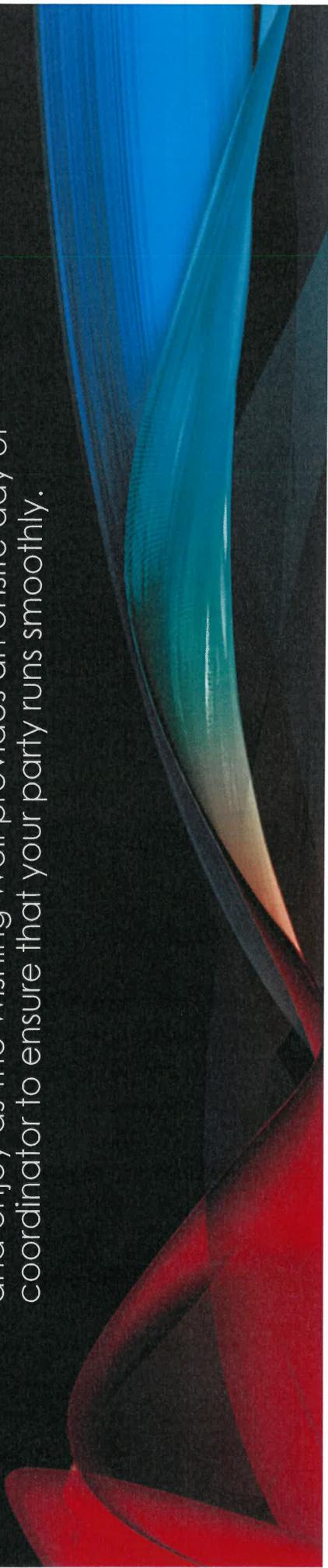
EVENT COORDINATION & PLANNING

The Wishing Well will plan and coordinate your Roaring Disco Party. Terrie will contact, plan and reserve your date with each of the vendors listed in this PowerPoint. The Wishing Well will be responsible for reviewing and providing you with all the contracts from our vendors. All your planning will be coordinated with The Wishing Well so all you need is to meet with Terrie, make your choices and show up for your party! Then while at your party, relax and enjoy as The Wishing Well provides an onsite day of coordinator to ensure that your party runs smoothly.



EVENT COORDINATION & PLANNING

The Wishing Well will plan and coordinate your Roaring Disco Party. Terrie will contact, plan and reserve your date with each of the vendors listed in this PowerPoint. The Wishing Well will be responsible for reviewing and providing you with all the contracts from our vendors. All your planning will be coordinated with The Wishing Well so all you need is to meet with Terrie, make your choices and show up for your party! Then while at your party, relax and enjoy as The Wishing Well provides an onsite day of coordinator to ensure that your party runs smoothly.



TOTAL FOR EVENT

All inclusive: Includes everything in the PowerPoint presentation, plus an onsite event coordinator, set up, take down and removal of party items

**Caterer pricing based on 200 guests.

Items in PowerPoint Presentation: \$26,224.25

TAX: \$1,389.89

TOTAL: \$27,614.14

+ Delivery, installation and take down of all items in PowerPoint Presentation: \$1,875.00

**GRAND TOTAL FOR ROARING
DISCO PARTY: \$29,489.14**









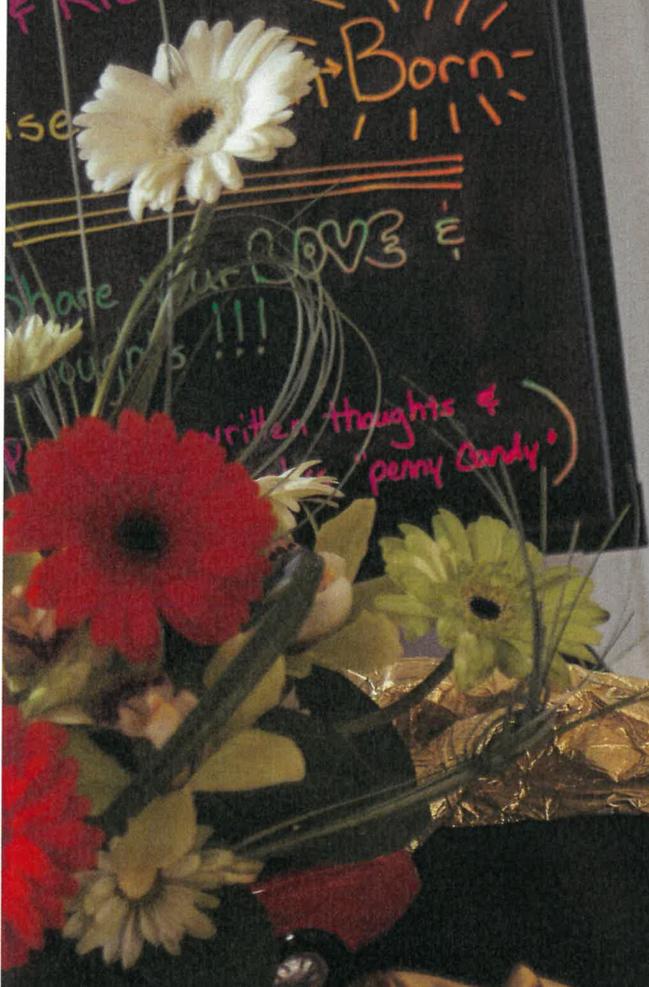


Back 1969
WTFY THING IS?
New home: \$27,900
Income: \$8,387
Savings: \$8,000
Garden: \$0.30
Lawn: \$0.02
Phone: John B. Johnson
Richard Nixon
Sham Borneo
Roses
Walk's
Daisy

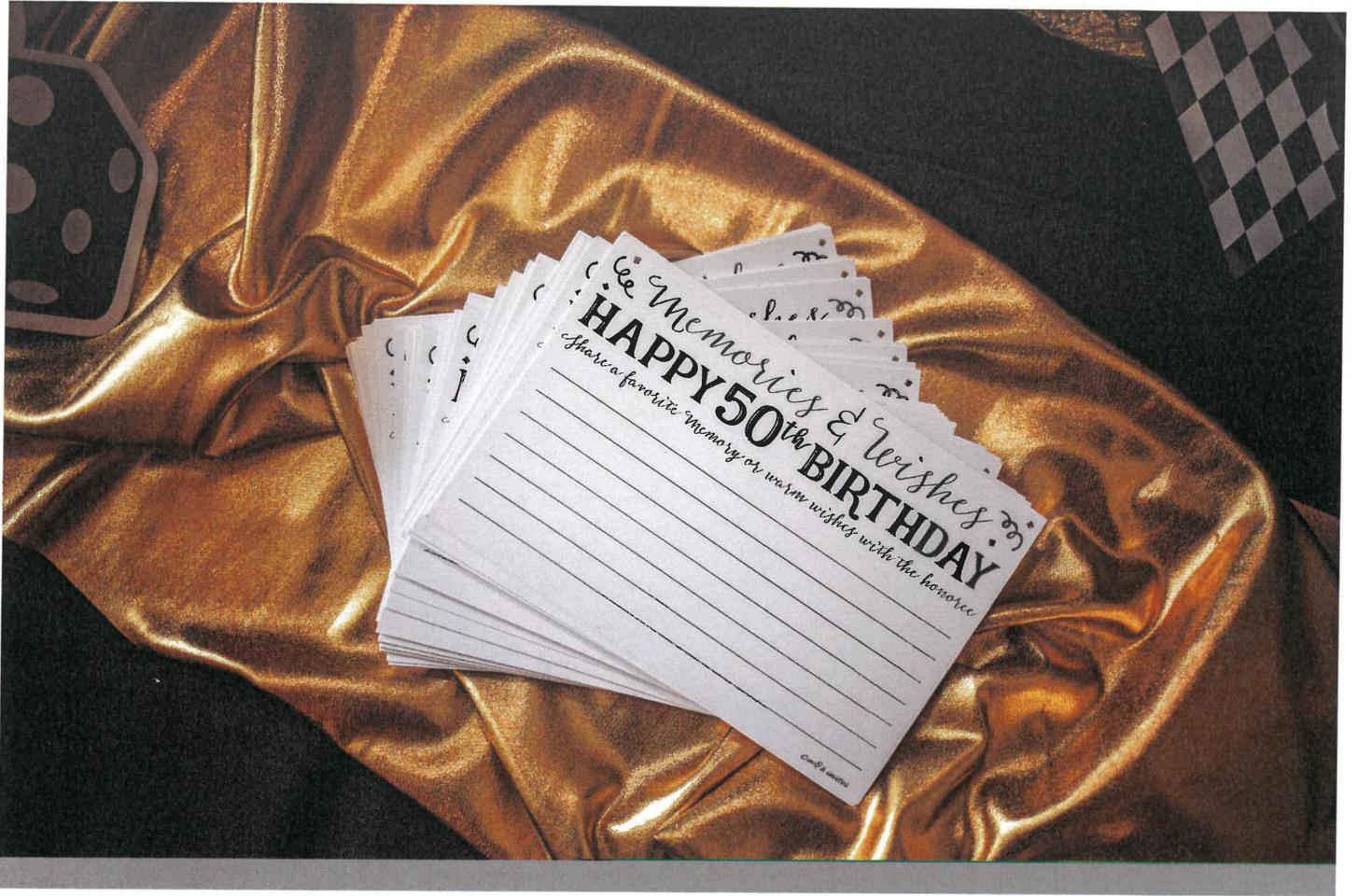
1969
READ ALL ABOUT IT!
MUSIC, MODE, MOVIES!



mps
on of Gas: \$ 0.35
zen Eggs: 0.62
: Lyndon B. Johnson
& Richard Nixon
Born
Share your love &
written thoughts &
'penny Candy'



Memories & Wishes
HAPPY 50th BIRTHDAY





Attachment F

Sample Event 2



JMU – Parents Weekend

OCTOBER 8TH AND 9TH, 2021



Floral Arrangements

(3) Purple Cube Floral Arrangements

- ▶ Floral Recipe
 - ▶ Matte Purple Cube
 - ▶ Flowers – (in each cube)
 - ▶ 3 Yellow Safari
 - ▶ 1 Yellow Football (replacing the Cymbid)
 - ▶ 3 Purple Carnations
 - ▶ 1 Stem Purple Hypericum
 - ▶ Tropical Leaves and Grasses



(2) Pedestal Floral Arrangements

- ▶ Floral Recipe – Inspiration Picture
 - ▶ Container can be: Urn or Flat Black Square
 - ▶ Flowers – (in each arrangement)- ****NOTE**** This is just an inspiration picture
 - ▶ 6 Purple carnations – in place of the RED roses in this picture
 - ▶ 6 Sunflowers – same as in the picture
 - ▶ 6 Purple Iris – in place of the red ginger and birds of paradise
 - ▶ Pom Yellow Cushions – same as in this picture
 - ▶ 6 Purple Roses
 - ▶ Fillers – Solidago, and Purple Statice
 - ▶ Greenery and Aspidistra Leaves



(3) Duke Dog Floral Arrangements

- ▶ Floral Recipe
 - ▶ White carnations spray painted grey
 - ▶ White fake eyes
 - ▶ Black felt nose
 - ▶ Red tongue
 - ▶ Gold Crown
 - ▶ Purple Felt cape



(2) Serpentine Arrangements to go around Ice Carving

- ▶ Most of this floral serpentine will be made with Purple Roses – this will be the ONLY purple used in these arrangements
- ▶ Fillers will be
 - ▶ Yellow mini carnations and
 - ▶ Yellow Solidago



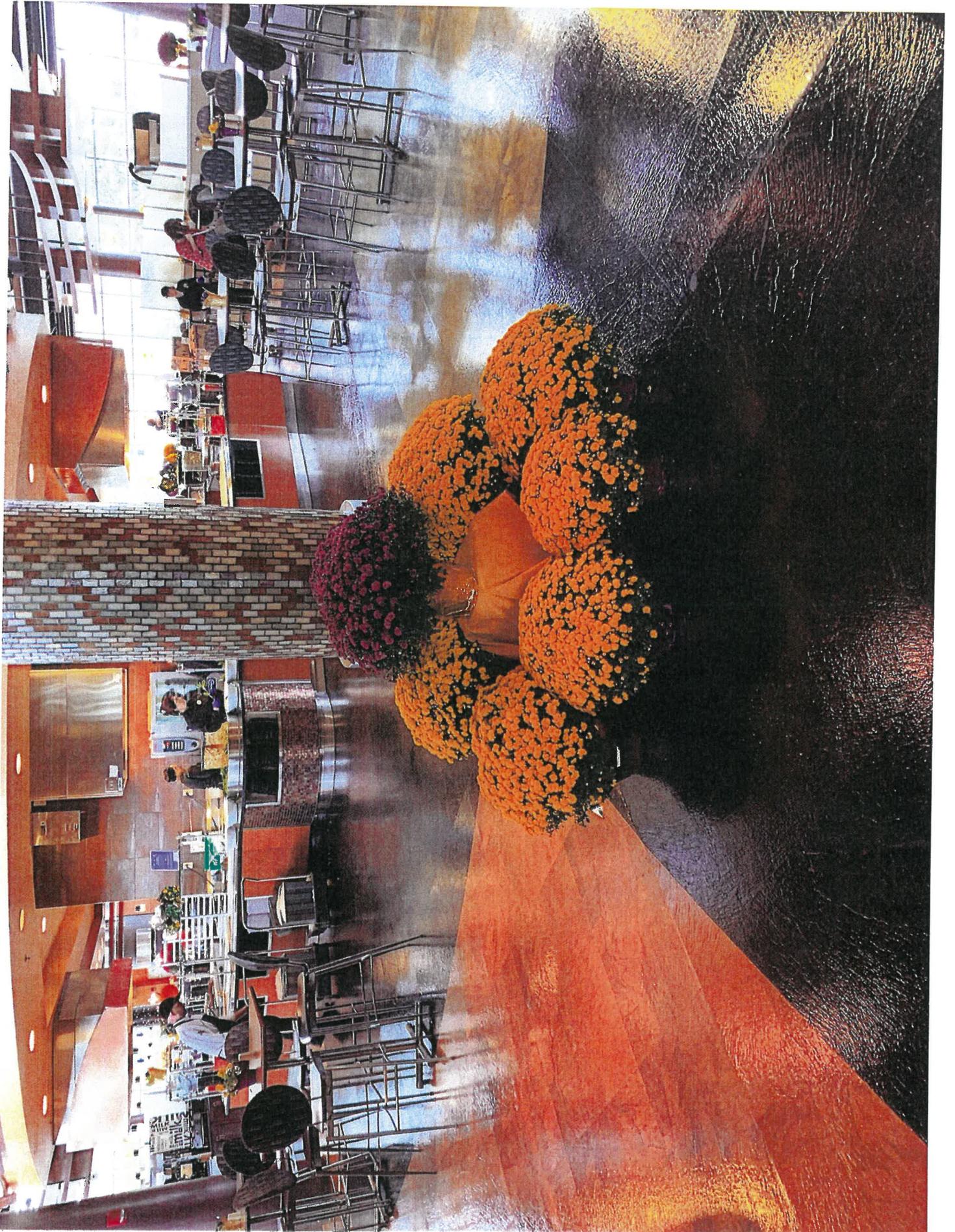


Thank you

SOMEONE@EXAMPLE.COM









Attachment F

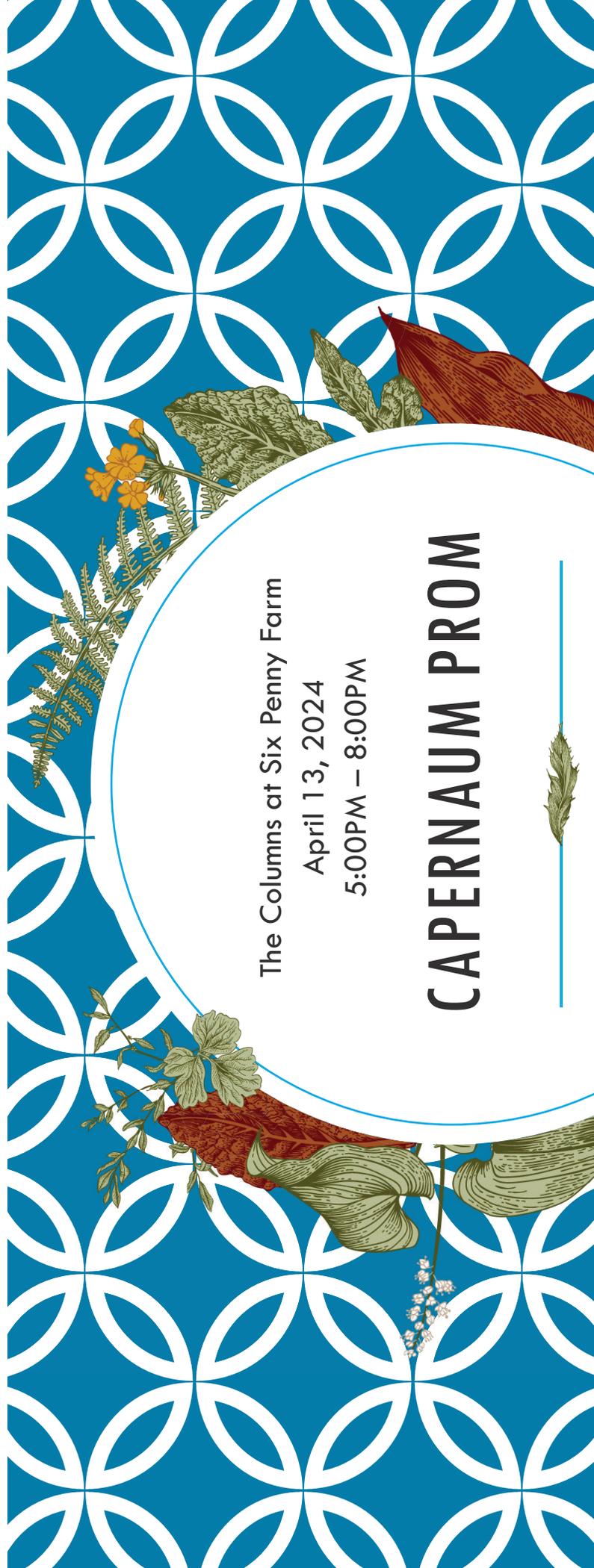
Sample Event 3

The Columns at Six Penny Farm

April 13, 2024

5:00PM – 8:00PM

CAPERNAUM PROM





AGENDA

FRIDAY – Move hard goods to Brix
& Columns

SATURDAY – Set-Up begins at
11:00AM

PROM!! – The Main Event
5:00P – 8:00P

TEAR DOWN– 8:00PM until

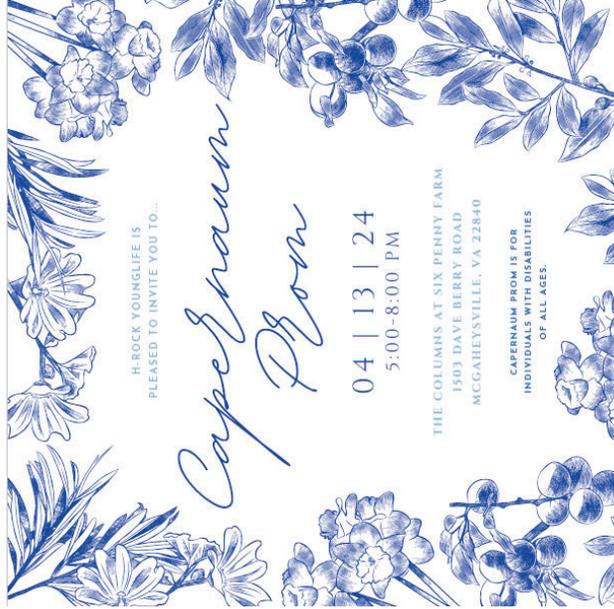
CLEAN EVENT SPACE



ENTRANCE — RED CARPET



INSPIRATION



INSPIRATION



CENTERPIECES

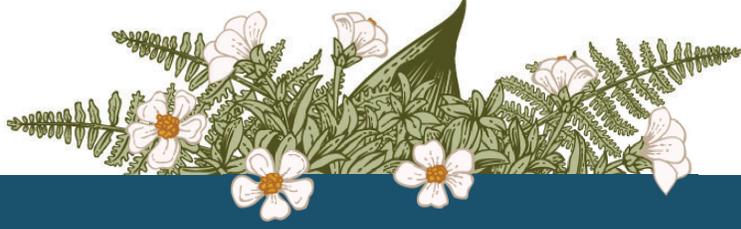


THANK YOU

Terrie Dean, Owner

terrie@TheWishingWell.biz

www.TheWishingWell.biz









Attachment F

Sample Event 4



Floral Design Wedding

OCTOBER 28, 2023



**FLORAL
INSPIRATION**





BRIDAL BOUQUET

THE BOUQUET WILL BE LARGE
AND CASCADING.
FLOWERS WILL BE PEACH,
TERRA COTTA, AND CREAMS
WITH FLOWING GREENERY AND
ORCHIDS AS ACCENTS



BRIDESMAIDS (6)

**BOUQUETS WILL BE MUCH
SMALLER VERSIONS OF BRIDAL
BOUQUET. MORE "UPRIGHT"
DESIGN WITH WISPY BOHO
LOOK/FEEL**



WRIST CORSAGES (6)

MOTHER OF BRIDE
MOTHER OF GROOM
(3) GRANDMOTHERS
(1) GREAT-GRANDMOTHER





WEDDING RING ALTER

FLORAL AND PAMPAS
GRASS





WINE BARREL TOPPER

SIMILAR TO PICTURE SHOWN.
COMBINATION OF FLOWERS
USED THROUGHOUT THE
WEDDING WITH FLOWING
GREENERY



AISLE MARKERS (4)

SIMILAR TO PICTURE SHOWN
BUT MARKERS WILL ATTACH TO
THE TOP OF THE CHAIR AS
OPPOSED TO ON THE LEG

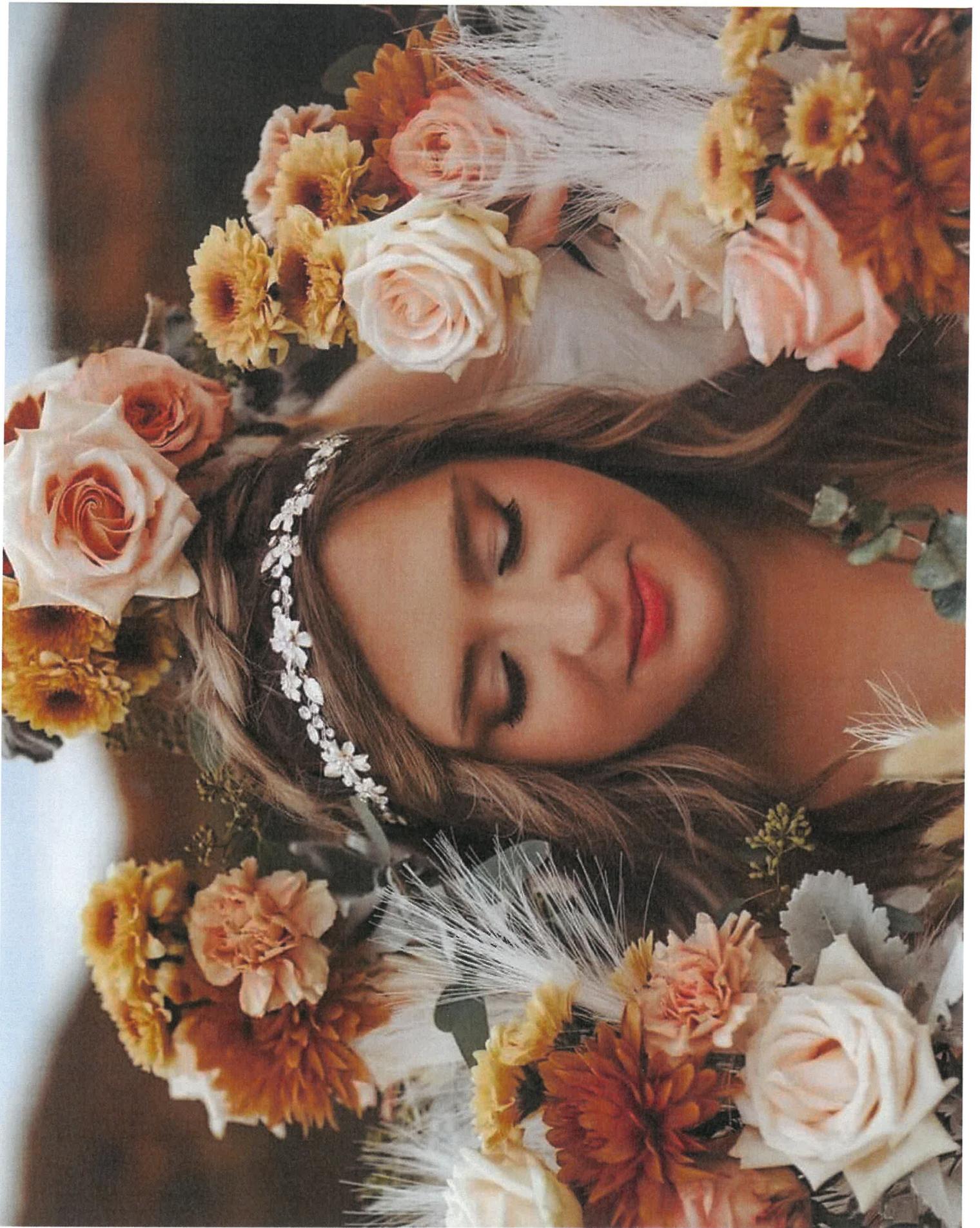




CAKE FLOWERS

CORSAGE STYLE FLORAL
DESIGN TO LAY NICELY ON
TOP OF CAKE ICING









Attachment F

Sample Event 5



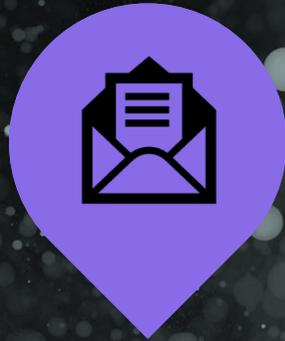
FORBES CENTER

GEORGE SPARKS CELEBRATION EVENT

MARCH 26, 2022

First Draft: 07/14/2021

George Sparks Celebration Gala



INVITE



ADORN



SUPPORT

Event – Task Teams

Engagement

Food

Décor





Main Entrance – Décor

Making An
Entrance
Theatrical Stilt
Walkers and
Costume Artists





Gala Decor

Centerpiece would have a nod to a very Avant Garde style.

Centerpieces shown could have several stems of orchids and draping greenery with a base of simple greenery

Centerpieces and Linens



On The Table
Place Settings
and
Call-To-Action





Cocktail Lounge Décor



Cocktail Bar



Thank you

Creative by: The Wishing Well
tdean@thewishingwell.biz

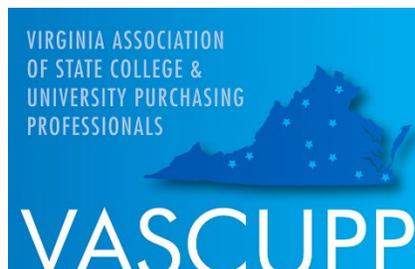


Request for Proposal

RFP# DKM-1212

Special Event Floral & Plant Decor

July 11, 2024



REQUEST FOR PROPOSAL
RFP# DKM-1212

Issue Date: July 11, 2024
Title: Special Event Floral & Plant Decor
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 August 13, 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: TERRI WUENSCHER, Buyer Specialist, Procurement Services, wuenscth@jmu.edu; 540-568-7209; (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 # DKM-1212

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VI.	EVALUATION AND AWARD CRITERIA	Page	7-8
VII.	GENERAL TERMS AND CONDITIONS	Page	8-15
VIII.	SPECIAL TERMS AND CONDITIONS	Page	15-20
IX.	METHOD OF PAYMENT	Page	20-21
X.	PRICING SCHEDULE	Page	21-25
XI.	ATTACHMENTS	Page	25-30
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide short-term plant rentals and flower rentals/purchases 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.

JMU has frequently held special events where plant and floral decoration were used to accent and illuminate the event area and enhance the event theme and/or season. These events have been held both inside and outdoors. JMU has been able to select plants and containers based on availability in collaboration with the floral vendors.

JMU begins planning large-scale events, such as commencement, inaugurations, galas, building/facility openings up to 12 months in advance and has relied on floral/plant vendors that are well organized and knowledgeable of their future inventory.

The range of events that have required floral and plant décor include, but are not limited to:

- December and May Commencement ceremonies
- Anniversaries (Centennials, etc.), Grand Openings, Inaugurations, Gala Events
- Auctions
- Student functions
- Athletic functions- fund raisers, celebrations, hospitality, clubs
- Picnics, reunions, student orientation
- Parent and family formal and informal events including receptions, dinners, and Family Weekend activities

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University's intent is to enter into a contract(s) with selected firm(s) that specializes in short- term plant and flower rentals/purchases for special events, which include gala events, commencement ceremonies, hospitality areas, themed events and productions. Successful firms should be able to provide special event floral/plant décor services for small to large sized events to

be held at either indoor or outdoor event locations. All events held at JMU are of equal importance. Size of event does not designate significance.

The Contractor shall work independently to furnish all equipment, labor, insurance, supervision, and incidentals necessary to provide special event plant and floral décor services to the University.

The contractor shall be able to provide a wide selection of plants, flowers, pots, containers, and other décor items as needed to enhance the event theme. The contractor shall be able to provide on-site consultation prior to an event in order to provide recommendations for plant/flower/containers layout and design. It is imperative that the contractor shall be able to work under tight timelines and shall be punctual and efficient at set-up and take-downs times. The Contractor shall have both the demonstrated experience and the existing, proven capacity of licensed, trained, and qualified, personnel to effectively meet the requirements of this RFP and scope of duties therein. The contractor shall develop clear, concise, and professional quality written proposal quotes for each event for review and acceptance by James Madison University.

The Contractor shall be responsible at all times for the actions and work of its employees. The contractor shall enforce strict discipline and good order among event personnel. James Madison University reserves the right to require the contractor to remove any employee whose behavior is deemed as unprofessional or objectionable. All event personnel shall be easily and clearly identified, with the Contractor's name visible at all times. Event personnel shall, upon request, present appropriate identification.

The Contractor shall analyze and recommend improvements to the University's current timeline for delivery, set up, and take down of the rental plant and floral decor. The contractor shall use effective procedures to ensure timely delivery and set-up for the University's scheduled special events, which may include hours of service after normal working hours to include weekends and holidays.

No portion of work shall be subcontracted without prior written consent of the University. In the event that the selected firm(s) desires to subcontract any part of the work specified herein, the selected firm(s) will furnish the University the names, qualifications, and experience of its proposed subcontractors. The selected firm(s) will remain fully liable and responsible for the work to be performed by its subcontractor(s) and will assure compliance with all requirements of the Agreement.

A. Goods & Services:

1. Provide a link to your firm's online catalog or a hard copy catalog/list of flowers, plants, containers and other available décor items that will fully demonstrate the variety that your firm has to offer. Specify the pricing that would be extended to the University in *Section X. Pricing Schedule*.
2. Provide a written narrative demonstrating your firm's ability to provide quality plant and flower rental services.
3. JMU's colors are purple and gold. Provide a list with images of blooming plants that your firm would be able to provide in those colors and specify seasonal limitations. Provide a list with images of any other décor items that your firm has available in purple and/or gold.
4. Describe how seasonality affects the selection of flowers/plants that your firm can offer and provide an outline of plants/flowers available each season.

5. Describe the types of display containers that your firm uses to hold the flowers/plants used in special event décor. Describe how the University would be able to select the containers to be used by your firm. Provide images. Specify any associated pricing in *Section X. Pricing Schedule*.
6. Specify what your firm uses to “top off” (adding Spanish moss or other material to give the plants or potted flowers a more finished look) plants used for special event décor. Provide images. Specify any associated costs in *Section X. Pricing Schedule*.
7. Describe ability to provide special event plant and floral décor services for small or large, multi- location events.
8. Describe your firm’s process, from start to finish, on working with a client on special event floral/plant décor services.
9. Describe plan and timeframe for delivery, set-up, take-down, and pick-up of flowers, plants and other decorative items.
10. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at James Madison University and how tight deadlines are met.
11. Specify the number of wholesalers or warehouses that you select and purchase from, and your reasons for choosing them.
12. Describe the dress code for event staff.
13. Describe consultation and guidance that can be provided to James Madison University in determining exact needs (*i.e., decorating pathways, staging, entry ways*) for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning décor services. Specify any applicable cost in *Section X Pricing Schedule*.
14. Provide minimum and delivery requirements for smaller University events.

B. General Information & Experience

1. Describe in detail cancellation requirements. Outline any cancellation fees in *Section X Pricing Schedule*.
2. Provide an example of a clear, concise written proposal quote for both a small and large special event.
3. Describe invoicing procedure. Provide sample invoice with proposal.
4. Describe the training, expertise, and supervision of personnel employed by the contractor that may be assigned to service James Madison University. Specify if your firm uses subcontractors or additional staff when you have multiple events going on at the same time and provide the names of the subcontracting firms if applicable.
5. Specify the primary contact for all James Madison University special event rental services and provide a resume outlining their experience.

6. Provide (3) examples of large events your firm has provided floral/plant décor services for that included consultation and design. Describe the décor selections that your firm suggested and reasons for doing so. Provide pictures of the finished event area that illustrates your work.
7. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP members can be found at <https://vascupp.org/>.

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:**

- i. 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.
- ii. 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 to 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.
- iii. 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:**

- i. **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.
 - ii. **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.
 - iii. 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.
 - iv. 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 addendum, 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:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>15</u>
	100

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth

may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or

the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>). The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage,

personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

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

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

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

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

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

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

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

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

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

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

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

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

of communication is associated with a State workplace or is associated with a person who is a State employee.

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

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

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

- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation

notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

From: _____

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

Name of Purchasing Officer:

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the

term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA

standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

- R. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- S. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- V. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- W. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- X. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

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 the items listed below including the rental price and the purchase price. It is preferred that the pricing include JMU's choice of display container and top-off materials; however, the contractor should specify the additional cost if these items are not included within the base rental/purchase price. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Plant Name	Pot Size	Specs	Rental Fee	Purchase Fee
Anthurium	6"	12-16" Height	\$	\$
	10"	24-32" Height	\$	\$
Croton (Assorted)	8"	24-30" Height	\$	\$
	10"	28-36" Height	\$	\$
	14"	34-36"	\$	\$
Dieffenbachia	8"	20-26" Height	\$	\$
	10"	26-30" Height	\$	\$
Dracena (Janet Craig)	10"	32-38" Height	\$	\$
	14"	40-42" Height	\$	\$
Dracena (Marginata)	10"	5' Height	\$	\$
	14"	6 1/2' Height	\$	\$
	17"	7-8' Height	\$	\$
Dracena (Massangeana)	10"	5' Height	\$	\$
	14"	7' Height	\$	\$
	17"	8' Height	\$	\$
Dracena (Lisa Cane)	12"	6-6 1/2' Height	\$	\$
	14"	6 1/2-7" Height	\$	\$
Fern (Birdnest)	6"	14" Height	\$	\$
	8"	16" Height	\$	\$

Fern (Boston)	8"	14" Height	\$	\$
	10"	16" Height	\$	\$
Ficus (Alii)	10"	4' Height	\$	\$
	12"	5' Height	\$	\$
	14"	5-6' Height	\$	\$
	17"	8-10' Height	\$	\$
Ficus (Eugenia 3-Ball)	16"	14" Height	\$	\$
Ficus Benjamina (Braid)	12"	5' Height	\$	\$
	14"	6-6 1/2' Height	\$	\$
	17"	7-8' Height	\$	\$
Ficus Spire (Columnar)	12"	6' Height	\$	\$
	14"	7' Height	\$	\$
	17"	8 1/2' Height	\$	\$
Palm (Bamboo)	10"	46-48" Height	\$	\$
	12"	5' Height	\$	\$
	14"	6' Height	\$	\$
	17"	7' Height	\$	\$
Palm (Kentia)	10"	5' Height	\$	\$
	12"	6' Height	\$	\$
	14"	7-8' Height	\$	\$
	17"	8' Height	\$	\$
Palm (Neanthe Bella)	8"	28" Height	\$	\$
	10"	34" Height	\$	\$
	14"	38" Height	\$	\$
Palm (Raphis)			\$	\$
Palm (Raphis)	12"	4' Height	\$	\$
	14"	5' Height	\$	\$
	17"	6' Height	\$	\$
Palm (Majesty)	16"	14" Height	\$	\$
Sanserveria (Snake Plant)	8"	26-28" Height	\$	\$

	10"	34" Height	\$	\$
	14"	48" Height	\$	\$
Schefflera Amate	12"	5 1/2' Height	\$	\$
	14"	6' Height	\$	\$
	17"	6 1/2' Height	\$	\$
Schefflera Arboricola Bush	10"	30" Height	\$	\$
	12"	42" Height	\$	\$
	14"	46" Height	\$	\$
Schefflera Arboricola Tree	10"	4' Height	\$	\$
	14"	5' Height	\$	\$
Spathiphyllum (Peace Lily)	10"	32" Height	\$	\$
	14"	38-40" Height	\$	\$
Pyramids (Cone Form) (Pothos)	10"	4' Height	\$	\$
	14"	6' Height	\$	\$
Pyramids (Cone Form) (Podocarpus)	10"	4' Height	\$	\$
	14"	6' Height	\$	\$
Topiary (Ivy Assortments)	6"	18" Height	\$	\$
	8"	24" Height	\$	\$
	10"	28" Height	\$	\$
Flowering (Orchids)	6"	20" Height	\$	\$
	8"	20" Height	\$	\$
Floral and Blooming Plant Purchase Pricing- 6" grow pots				
Mums				\$
Bromeliads				\$
Orchids				\$
Pansies				\$
Cyclamen				\$
Azalea				\$
Geranium				\$
Hydrangea Purchase Price				
Pot Size		Flower Count		Price
4"		1		\$
6"		3-4		\$

6.5"		5-6	\$	
8"		8+	\$	
Boston Fern Purchase Price				
Pot Size		Flower Count		Price
4"		1	\$	
6"		3-4	\$	
6.5"		5-6	\$	
7"		8+	\$	
7.5-8"		10+	\$	
Poinsettia Purchase Price				
Pot Size		Flower Count		Price
4"		1	\$	
6"		3-4	\$	
6.5"		5-6	\$	
7"		8+	\$	
7.5-8"		10+	\$	
10"		12+	\$	
Exterior Landscaping for Patios, Terraces, and Stages (Potted)				
Boxwood (Cones)	12"	3' Height	\$	\$
	14"	4' Height	\$	\$
Boxwood (Globes)	10"	1' Height	\$	\$
	12"	2' Height	\$	\$
	14"	3' Height	\$	\$
Boxwood (Spirals)	12"	2' Height	\$	\$
	14"	4' Height	\$	\$
	17"	6' Height	\$	\$
Emerald Green Arborvitae	14"	4' Height	\$	\$
	20"	7' Height	\$	\$
Juniper Evergreen Spirals	17"	7' Height	\$	\$
Impatiens	10"	-----	\$	\$
Petunia	10"	-----	\$	\$

1. Specify any associated charge card processing fees, if applicable, to be billed to the university.
2. Provide all associated delivery and pick-up charges. Provide the labor rates for set-up and take down of floral/plant décor along with any other miscellaneous fees that would apply.

3. Provide pricing (rental and purchase) for all additional flowers, plants, lighting and décor items that would be available to the University that has not been specified within this pricing sheet. The contractor should specify any plants being offered that are the University's colors of purple or gold. Identify any percentage off list discounts or incentives that shall be offered.
4. Identify *all* additional costs that may apply such as consultation fees, cancellation fees, lost or damaged item replacement cost, etc.
5. Provide travel and delivery costs for each zone outlined in attachment D, ZoneMap.
6. Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/support/small-business/regulations-fees.html>.

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)



August 13, 2024

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

REFERENCE: Request for Proposal No: **RFP# DMK-1212**
Dated: **July 11, 2024**
Commodity: **Special Event Floral & Plant Decor**
RFP Closing On: ~~**August 13, 2024, at 2:00 p.m. (Eastern)**~~
August 21, 2024, at 2:00 p.m. (Eastern)

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

The RFP Closing date and time for this solicitation has been extended to: **August 21, 2024, at 2:00 p.m. (Eastern)**

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

Sincerely,

Terri Wuenschel, CUPO
Buyer Specialist
Phone: 540-568-7209

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