



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7428

This contract entered into this 10th day of April 2026, by Malloy Auto Group DBA Malloy Ford of Winchester, 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 May 04 2026 through May 03 2027 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 JBM-1248 dated January 28, 2026
(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;
(3) The Contractor's Proposal dated February 09, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated April 01, 2026

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

CONTRACTOR:
By: [Signature]
(Signature)
Alyse Anderson
(Printed Name)

PURCHASING AGENCY:
By: [Signature]
(Signature)
Juan Becerra Martinez
(Printed Name)

Title: Outside Sales Rep

Title: Senior Buyer

RFP# JBM-1248 FACILITIES EQUIPMENT AND VEHICLE ACCESSORIES

04/01/2026

The Primary Point of Contact for this Contract is:

Alysa Anderson

540-327-7283

[AAnderson@malloy.com](mailto:AAnderson@malloy.com)

**GENERAL:**

1. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
2. Parties agree that this Negotiation Summary modifies RFP# JBM-1248 and the Contractor's initial response to RFP# JBM-1248, and in the event of conflict, this negotiation summary shall take precedence.
3. Contractor agrees that all exceptions taken within their initial response to RFP# JBM-1248 that are not specifically addressed within this negotiation summary are null and void.
4. Malloy Auto Group agrees that the terms and conditions as stated in the RFP will govern and be abided by.
5. Quotes and invoices shall be broken out per the pricing schedule to clearly identify contract pricing is being followed.
6. Malloy Auto Group agrees that 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.
7. For any purchases excluding Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by Malloy Auto Group. No additional agreements, order forms, or signatures shall be required.
8. Malloy Auto Group shall provide quotes within a 2-3 business turnaround period when requested.

**PRICING SCHEDULE:**

## NEGOTIATION SUMMARY

## MALLOY AUTO GROUP

The following Contract Price Discounts and Labor Rates sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable. The following pages, taken from the RFP and edited where negotiated, represent the agreed-upon pricing for this contract.

The following percentage off the list price shall apply.

<b>Manufacturer</b>	<b>Product Type(s)</b>	<b>% Off List</b>
Ford OEM	Mechanical Parts (suspension, brakes, steering, HVAC, electrical modules, etc.)	30%
Ford OEM	Accessories (racks, toolboxes, running boards, lighting, etc.)	15%
Ford OEM	Fluids (engine oil, coolant, brake fluid, etc.)	20%
Ford OEM	Batteries	10%
Ford OEM	Powertrain Components (engines, transmissions, drivetrain)	Dealership Listed Price
Other	Non-Ford OEM parts	Dealership Listed Price

The following labor rates are listed by discipline and classification and include base wages, benefits, taxes, insurance and payroll costs complete.

<b>Labor Rates</b>			
<b>Type</b>	<b>Normal Working Hours</b>	<b>Overtime/Weekend/Holiday/Emergency Hours</b>	<b>Notes</b>
Installation / Upfitting	\$140/hr	\$140/hr	Applies to accessories, fleet upfits, and specialty equipment
Repair / Service	\$140/hr	\$140/hr	Covers mechanical, electrical, and OEM repairs; includes VIN-verified parts

Malloy Auto Group will provide free VA State Inspections for any fleet vehicle brought into the service department for other work or routine maintenance.

No credit card processing fees will be added, and no additional procurement or coordination fees will be added.

Malloy Auto Group agrees to waive all restocking fees on any "in stock" items and will waive restocking fees on special order items up to twelve times per calendar year, above \$15 and below \$750, as a courtesy to JMU. 15% restocking will be added above \$750. All returns must be made within 45 days.

“Free Delivery” is defined to Malloy Auto Group’s delivery area which includes JMU and Rockingham County, Purchases made under the agreement to agencies outside of our delivery area will incur a shipping/freight cost not to exceed the cost Malloy Auto Group would incur.

**REQUEST FOR PROPOSAL**  
**RFP# JBM-1248**

**Issue Date:** January 28, 2026  
**Title:** Facilities Equipment & Vehicle Accessories  
**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 February 17, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")**

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

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, [becer2jx@jmu.edu](mailto:becer2jx@jmu.edu); 540-568-3130; (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:

Malloy Winchester, LLC <sup>dba</sup> Malloy Ford  
1911 Valley Ave  
Winchester, VA 22601

By:   
(Signature)

Name: Alysa Anderson  
(Please Print)

Date: 2-9-2026

Title: Outside Sales Rep

Web Address: www.malloj.com

Phone: 540-327-7283

Email: aanderson@malloy.com

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.**

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 34 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 #
Perry Engineering	10+ years	1945 Millwood Pike Winchester, VA 22602	Tagg Shirley 540-974-3100
WV DOH	1 year	1867 Rock Cliff Dr. Martinsburg, WV 25401	Joann Beck 304-702-3740
City of Winchester	10+ years	301 E. Cork Street Winchester, VA 22601	Zach Hudson 540-409-9944
Mancon VDOT	10+ years	2275 Northwestern Pike Winchester, VA 22603	Robert Larrick 540-535-1804
Valley Auto + Diesel	5+ years	230 Guy Mason Ln Hedgesville, WV 25427	Matt Wood 304-671-7616

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

Mallay Winchester, LLC dba Mallay Ford  
 1911 Valley Ave  
 Winchester, VA 22601

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: Mallory Winchester LLC dba Preparer Name: Alysa Anderson  
Mallory Ford

Date: 2-9-26

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: Facilities, grounds equipment, vehicle accessories, RFP # SBM 1248 Date Form Completed: 2/9/2026

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

Offeror / Proposer: dba Mallory Winchester, LLC 1911 Valley Ave Winchester, VA 22601 AINS Anderson / 510-327-7283  
 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)
American Truck & Trailer Supply 11449 Livingston Rd Manassas, VA 20109	Mark Carruthers 703-257-1710	814227	truck accessories, lighting, snow plow service.	TBD	0
Boxwood Sales, LLC 212 Whites Mill Rd Arlington, VA 224210	Uslee Brewer 276-285-0195	716370	auto accessories, equipment, motor- scooters,	TBD	0
Betta Sourcing LLC 11 Hope Rd Suite 111-2417 Stafford, VA 22554	Kevin Jann 540-300-5174	819881	Auto shop, equipment supplies	TBD	0

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu))

**RETURN OF THIS PAGE IS REQUIRED**



**Malloy Ford**  
 1911 Valley Ave.  
 Winchester, VA 22601  
 540-667-4434  
 www.malloy.com

THANK YOU FOR YOUR BUSINESS!!

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
107474 G	onfile KORNAN@JMU.EDU 540-568-3133			CASH	HOLLY FITZGERALD	02/11/26	PQ22025 FOW

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 JAMES MADISON UNIVERSITY  
 181 PATTERSON ST  
 HARRISONBURG, VA 22807

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QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
1	0	BXT-65-850 BATTERY	BXT	209.95	188.96	188.96
		CORE PRICE			18.00	18.00
1	0	XT-12-QULV OIL - A	BC11	9.05	7.24	7.24
1	0	LB5Z-16A550-BA KIT - M	LOC	60.00	51.00	51.00
1	0	LC3Z-8678-E KIT - T	TEST	37.27	26.09	26.09
					SUBTOTAL	291.29
<b>Returns and Refund Terms:</b> • Returns are accepted within 30 days of purchase date with original proof of purchase and original packaging. • Cores must be returned in original manufacturer packaging. • Returns are subject to a 15% restocking fee. • No refunds on special order parts or electrical items.					RESTOCK CHARGE	0.00
					TAX	0.00
<b>Disclaimer of Warranties:</b> Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.					FREIGHT	0.00
					PAY THIS AMOUNT	291.29

The Reynolds and Reynolds Company ERAINPTCE SF735299-OS (09/25)



**Malloy Ford**  
 1911 Valley Ave.  
 Winchester, VA 22601  
 540-667-4434  
 www.malloy.com

CUSTOMER NO. <b>107474</b>	ADVISOR <b>CASEY GALLAGHER</b>	TAG NO. <b>70287</b>	INVOICE DATE <b>02/16/26</b>	INVOICE NO. <b>FOCS726286</b>
<b>JAMES MADISON UNIVERSITY</b> 181 PATTERSON ST HARRISONBURG, VA 22807	LABOR RATE	LICENSE NO. <b>UGK</b>	MILEAGE <b>180,655</b>	COLOR <b>/</b>
	YEAR / MAKE / MODEL <b>09/FORD TRUCK/SPRDY F350 DRW/4WD CR</b>	DELIVERY DATE		DELIVERY MILES
	VEHICLE I.D. NO. <b>1 F T W W 3 3 R 8 9 E A 7 5 9 6 8</b>	SELLING DEALER NO.		PRODUCTION DATE
	FTE NO. <b>onfile</b>	P.O. NO.	R.O. DATE <b>02/13/26</b>	
KORNAN@JMU.EDU	RESIDENCE PHONE		BUSINESS PHONE <b>540-568-3133</b>	
COMMENTS			<b>MO: 180656</b>	

**JOB# 1 CHARGES-----**

**LABOR-----**  
**J# 1 85FOZ**                      **ACCESSORIES**                      **TECH(S):999**                      **700.00**  
 CUSTOMER REQUEST SNOW PLOW INSTALLATION  
 INSTALL SNOW PLOW HARNESS KIT, INTERACTIVE MODULE, PLOW, AND  
 HAND HELD JOY STICK FOR EASY ACCESS OF PLOW CONTROLS. TEST  
 PLOW FUNCTIONS AND OPERATES AS DESIGNED.

**PARTS-----**

QTY	FP-NUMBER	DESCRIPTION	UNIT	PRICE	
1	31271-1	WESTERN		843.70	843.70
1	85973-2	WESTERN		365.20	365.20
1	29070-1	WESTERN		213.40	213.40
1	11766	WESTERN		349.80	349.80
1	35500	WESTERN		493.90	493.90
				<b>TOTAL - PARTS</b>	<b>2266.00</b>

**JOB# 1 TOTALS-----**

LABOR	700.00	
PARTS	2266.00	
<b>JOB# 1 JOURNAL PREFIX FOCS</b>	<b>JOB# 1 TOTAL</b>	<b>2966.00</b>

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE**

"I hereby authorize the repair work above to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for testing and or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**JOB# 2 CHARGES-----**

**LABOR-----**  
**J# 2 00FOZ99PX**                      **EXPRESS MULTI-POINT**                      **TECH(S):999**                      **0.00**  
 PERFORM EXPRESS MULTI-POINT INSPECTION  
 COMPLETED EXPRESS MULTI-POINT INSPECTION

**JOB# 2 TOTALS-----**

<b>JOB# 2 JOURNAL PREFIX FOCS</b>	<b>JOB# 2 TOTAL</b>	<b>0.00</b>
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**TOTALS-----**

TOTAL LABOR....	700.00
TOTAL PARTS....	2266.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>2966.00</b>

THANK YOU FOR YOUR BUSINESS!!

\_\_\_\_\_  
 CUSTOMER SIGNATURE

# MALLOY

AUTOMOTIVE GROUP



**Malloy Ford**  
 1911 Valley Ave.  
 Winchester, VA 22601  
 540-667-4434  
 www.malloy.com

FOCS726286



0701IFOCS726286

CUSTOMER NO. <b>107474</b>		ADVISOR <b>CASEY GALLAGHER</b>	TAG NO. <b>70287</b>	INVOICE DATE <b>02/16/26</b>	INVOICE NO. <b>FOCS726286</b>
JAMES MADISON UNIVERSITY 181 PATTERSON ST HARRISONBURG, VA 22807		LABOR RATE	LICENSE NO. <b>UGK</b>	MILEAGE <b>180,655</b>	COLOR <b>/</b>
KORNAN@JMU.EDU		YEAR MAKE MODEL <b>09/FORD TRUCK/SPRDTY</b>	VEHICLE ID NO. <b>F350 DRW/4WD CR</b>		DELIVERY DATE
RESIDENCE PHONE	BUSINESS PHONE <b>540-568-3133</b>	VEHICLE ID NO. <b>1FTWW33R89EA75968</b>		SELLING DEALER NO.	DELIVERY MILES
COMMENTS		P.T.E. NO. <b>onfile</b>		P.O. NO.	PRODUCTION DATE
					PI. DATE <b>02/13/26</b>
					MO: <b>180656</b>

**JOB# 1 CHARGES-----**

LABOR-----		TECH(S):999		700.00
J# 1 85FOZ	ACCESSORIES	CUSTOMER REQUEST SNOW PLOW INSTALLATION INSTALL SNOW PLOW HARNESS KIT, INTERACTIVE MODULE, PLOW, AND HAND HELD JOY STICK FOR EASY ACCESS OF PLOW CONTROLS. TEST PLOW FUNCTIONS AND OPERATES AS DESIGNED.		
PARTS-----	QTY---FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-	
	1 31271-1	WESTERN	843.70	843.70
	1 85973-2	WESTERN	365.20	365.20
	1 29070-1	WESTERN	213.40	213.40
	1 11766	WESTERN	349.80	349.80
	1 35500	WESTERN	493.90	493.90
			TOTAL - PARTS	2266.00

JOB# 1 TOTALS-----		LABOR	700.00
		PARTS	2266.00
		JOB# 1 JOURNAL PREFIX FOC	JOB# 1 TOTAL 2966.00

**JOB# 2 CHARGES-----**

LABOR-----		TECH(S):999		0.00
J# 2 00FOZ99PX	EXPRESS MULTI-POINT	PERFORM EXPRESS MULTI-POINT INSPECTION COMPLETED EXPRESS MULTI-POINT INSPECTION		

JOB# 2 TOTALS-----		JOB# 2 JOURNAL PREFIX FOC	JOB# 2 TOTAL 0.00
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**TOTALS-----**

*****		TOTAL LABOR....	700.00
* [ ] CASH [ ] CHECK CK NO. [ ]		TOTAL PARTS....	2266.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER		TOTAL SUBLET...	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE		TOTAL G.O.G....	0.00
*****		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.00
		<b>TOTAL INVOICE \$</b>	<b>2966.00</b>

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE**  
 I hereby authorize the repair work above to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.  
**DISCLAIMER OF WARRANTIES**  
 Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X

# Q U O T A T I O N

SHADE EQUIPMENT COMPANY, INC.  
 1237 MARTINSBURG PIKE  
 WINCHESTER, VA 22604  
 Phone #: (540)667-1600  
 Fax #: (540)667-7052

PHONE #: (540)667-4434  
 CELL #:  
 ALT. #:  
 P.O.#:  
 TERMS: **NET30**  
 SALES TYPE: **Quote**

DATE: **2/16/2026**  
 ORDER #: **262686**  
 CUSTOMER #: **106670**  
 CP: **KELLY L.**  
 LOCATION: **1**  
 STATUS: **Active**

**BILL TO 106670**

MALLOY FORD  
 1911 VALLEY AVENUE  
 WINCHESTER, VA 22601

**SHIP TO**

MALLOY FORD  
 1911 VALLEY AVENUE  
 WINCHESTER, VA 22601

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
WP	31271-1	MOUNT KIT UT FORD F250SD-F600SD 2017+	1	\$767.00	\$767.00	\$767.00
WP	85973-2	2023 SD PLUG-IN HAL HARNESS KIT	1	\$332.00	\$332.00	\$332.00
WP	29070-1	MODULE 3 PORT - DRL/NON-DRL	1	\$194.00	\$194.00	\$194.00
WP	11766	Truck-side Electrical Kit Fleet Flex	1	\$318.00	\$318.00	\$318.00
WP	35500	CONTROL, PLOW HANDHELD	1	\$449.00	\$449.00	\$449.00
****	LABOR	LABOR	6	<del>\$95.00</del>	<del>\$95.00</del>	<del>\$570.00</del>
****	SS	SHOP SUPPLIES	1	<del>\$25.00</del>	<del>\$25.00</del>	<del>\$25.00</del>

Prices reflected on this quote are valid for 10 days.

\*\*\*\*EFFECTIVE APRIL 1, 2025 CREDIT CARD TRANSACTIONS WILL INCUR A 3% SURCHARGE\*\*\*\*

SUBTOTAL: ~~\$2,655.00~~  
 TAX: \$0.00  
 ORDER TOTAL: ~~\$2,655.00~~

Authorized By: \_\_\_\_\_

**Malloy Winchester LLC dba Malloy Ford**  
Proposal Response – RFP #JBM 1248

Malloy Winchester LLC dba Malloy Ford  
1911 Valley Ave  
Winchester, VA 22601  
[aanderson@malloy.com](mailto:aanderson@malloy.com)



**James Madison University**

Procurement Services

**Re: Response to RFP #JBM 1248 – Facilities/Grounds Equipment, Vehicle Accessories,  
Installation & Repair Services**

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**To the Evaluation Committee,**

Thank you for the opportunity to submit our response to RFP #JBM-1248 for Facilities Equipment and Vehicle Accessories. Along with our proposal, I would like to introduce our dealership, who we are, and the benefits we can provide.

Malloy Winchester LLC dba Malloy Ford has been in business since 1992 and for the past 34 years has been an integral part of our community. Malloy Ford is a Certified Parts Wholesale Dealer (CPWD) with Ford. Malloy Automotive Group is authorized to provide genuine Ford OEM and Motorcraft parts at competitive wholesale pricing. This ensures your fleet receives OEM-quality parts and reliable service. We also offer efficient ordering through Ford's RepairLink system (though not required). Our CPWD status reflects our commitment to quality and professionalism in supporting fleet maintenance and repairs.

Our dealership employs 26 certified technicians and eight parts counter employees who are well-qualified to locate the parts you need quickly and accurately. If we are awarded all or a portion of this contract, the following personnel will serve as your primary contacts:

Jason Brittain – Parts Department Manager

1 year employed at dealership; 33 years in the industry

Phone: 540-667-8282 ext. 5015

Email: jbrittain@malloy.com

Holly Fitzgerald – Parts Wholesale Assistant Manager

11 years employed at dealership; 28 years in the industry

Phone: 540-667-8282 ext. 5012

Email: hfitzgerald@malloy.com

Alysa Anderson – Outside Sales Representative

2 years employed at dealership; 25 years of experience

Phone: 540-327-7283

Email: aanderson@malloy.com

Michael Harper – Service Department Manager

4 years employed at dealership; 25 years in the industry

Phone: 540-667-8282 ext. 5007

Email: mharper@malloy.com

As a new and used vehicle dealership, we have extensive experience with OEM and OE-approved aftermarket parts for all Ford models. We maintain approximately \$780,000 in parts inventory and turn inventory two to three times annually. We operate six parts delivery trucks and provide daily deliveries.

Our hours of operation are Monday through Friday from 7:30 a.m. to 6:00 p.m. and Saturday from 7:00 a.m. to 4:00 p.m. Same-day order fulfillment is available for in-stock items ordered by 9:00 a.m. We offer Monday through Friday daily delivery service. Orders are typically filled within three to five days, and due to our proximity to a Ford Hub, will-call or out-of-stock parts may be delivered on the same day if ordered by 9:00 a.m. Back-ordered items may vary. Priority service scheduling is available for emergency vehicles to minimize downtime.

Some of our current fleet customers are listed below and are available as references:

### **Contacts**

#### **Perry Engineering**

*Tagg Shirley – Fleet Manager*

Phone: 540-974-3100

#### **WV Department of Highways**

*Joann Berk – Parts Department*

Phone: 304-702-3740

#### **City of Winchester**

*Zach Hudson – Automotive Services Supervisor*

Email: zach.hudson@winchesterva.gov

Phone: 540-409-9944

#### **Mancon VDOT**

*Robert Larrick – Parts Specialist II*

Email: rlarrick@manconinc.com

Phone: 540-535-1804

Thank you again for the opportunity to present our proposal and introduce our organization. We look forward to the possibility of working together.

Sincerely,

Alysa Anderson

Outside Sales Representative

aanderson@malloy.com

540-327-7283

## **EXECUTIVE SUMMARY**

Malloy Ford proposes to supply James Madison University with genuine Ford OEM parts, accessories, and installation and repair services for university vehicles and equipment. Our dealership maintains a robust parts inventory, direct access to Ford distribution centers, and a dedicated service team capable of meeting JMU's required turnaround times.

We offer:

- Genuine Ford OEM parts
- Ford-approved accessories and equipment
- Competitive discount from list pricing
- Fast quote turnaround
- Free delivery for in-stock parts
- Certified Ford technicians
- Proven experience supporting educational and government fleets

Malloy Ford is fully prepared to meet all requirements outlined in the Statement of Needs.

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## **COMPANY OVERVIEW**

Malloy Winchester LLC dba Malloy Ford is a full-service Ford dealership providing OEM parts and accessories, vehicle upfitting, installation and repair services, and fleet support for commercial and government customers.

Our Parts Department is staffed by Ford-certified specialists who ensure accurate, VIN-verified parts selection. Our Service Department includes certified Ford technicians trained in installation of accessories, lift gates, racks, dump inserts, snow equipment, and other fleet components. Our dealership employs 26 certified technicians and eight parts counter employees who are well-qualified to locate the parts you need quickly and accurately.

Malloy Winchester LLC dba Malloy Ford has been in business since 1992 and for the past 34 years has been an integral part of our community. Malloy Ford is a Certified Parts Wholesale Dealer (CPWD) with Ford. Malloy Automotive Group is authorized to provide genuine Ford OEM and Motorcraft parts at competitive wholesale pricing. This ensures your fleet receives OEM-quality parts and reliable service. We also offer efficient ordering through Ford's RepairLink system (though not required). Our CPWD status reflects our commitment to quality and professionalism in supporting fleet maintenance and repairs.

## **TECHNICAL PROPOSAL**

### **Items and Manufacturers Offered**

Malloy Ford supplies or installs:

- Small repair parts (pins, clips, sensors, switches)
- Toolboxes, ladder racks, shelving, bulkheads
- Snowplows, snow blowers, salt spreaders
- Bed liners, running boards, safety lighting
- Ford OEM accessories
- Ford OEM powertrain components

Manufacturers include Ford OEM, Western, Meyer, Weather Guard, Adrian Steel, TruckCraft, Buyers/SaltDogg, Reading, and other Ford-approved manufacturers.

All items are new, undamaged, and sourced directly from authorized distributors.

## **PROPOSAL RESPONSE**

**Submitted by: Malloy Ford**

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### **I. PURPOSE**

Malloy Ford respectfully submits this proposal in response to James Madison University's Request for Proposal (RFP) to provide facilities equipment and vehicle accessories.

Malloy Ford seeks to enter into a contractual partnership with JMU to supply commercial-grade facilities equipment, vehicle accessories, installation services, and repair services in support of University operations.

We understand the initial contract term is one (1) year with four (4) optional one-year renewals and are fully prepared to support JMU throughout the entire potential contract period.

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### **II. BACKGROUND**

Malloy Ford recognizes the scope and operational complexity of James Madison University as a comprehensive public institution serving approximately 24,000 students and 3,000 faculty and staff across 785 acres and 160 buildings.

We understand that maintaining sidewalks, streets, parking areas, green spaces, and campus infrastructure across varying seasonal and weather conditions requires dependable, commercial-grade equipment and responsive service support.

Malloy Ford is experienced in supporting municipal, educational, and commercial fleet operations. We understand the importance of:

- Equipment reliability
- Rapid response times
- Emergency service capability
- Budget-conscious purchasing
- Long-term lifecycle value

Our team is structured to support high-demand, multi-departmental environments such as JMU's Facilities Management operations.

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### **III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION**

Malloy Ford is not SWaM but supports the Commonwealth of Virginia's policy to strengthen small businesses and businesses owned by women and minorities.

We are committed to:

- Partnering with small, woman-owned, and minority-owned businesses when subcontracting installation, specialty upfits, and related services.
- Utilizing qualified SWaM-certified vendors for equipment sourcing and subcontracted work when feasible.
- Providing accurate and timely subcontractor spend reporting in accordance with Attachment B requirements.
- Encouraging inclusive procurement practices through competitive subcontracting opportunities.

Malloy Ford will make good-faith efforts to expand subcontracting opportunities to SWaM-certified businesses throughout the life of the contract.

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### **IV. STATEMENT OF NEEDS**

Malloy Ford is fully capable of providing facilities and grounds-related equipment, vehicle accessories, installation services, and repair services as outlined in this solicitation.

We understand that JMU does not guarantee a specific volume of purchases and that ordering decisions will be at the University's discretion.

Malloy Ford can provide, but is not limited to, the following:

### **Equipment & Accessories**

- Small repair parts and pins
- Toolboxes (steel and aluminum)
- Ladder racks
- Shelving systems
- Snow plows
- Salt spreaders
- Additional fleet upfit and grounds equipment as requested

We can provide equipment installed on existing or newly acquired JMU vehicles.

All products offered will be commercial or industrial grade and suitable for heavy institutional use.

Additional manufacturers can be sourced upon request.

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### **A. SPECIFIC REQUIREMENTS**

Malloy Ford confirms the following:

- We are an authorized reseller and/or authorized distributor of the equipment and accessory parts proposed.
- All items supplied under this contract will be new, unused, and undamaged.
- No substitute items will be shipped without prior written approval from JMU.
- We maintain qualified technicians capable of performing installation and repair services for all equipment proposed.
- Installation work will meet manufacturer specifications and industry standards.
- We maintain appropriate insurance coverage and service facilities to support fleet upfit and repair operations.

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### **B. QUOTES & INVOICING REQUIREMENTS**

Malloy Ford will comply fully with all quotation and invoicing requirements.

**1. Brand-Name Parts**

Original manufacturer parts will be used for brand-name equipment unless prior written approval is obtained from JMU for substitution.

**2. Discount Structure**

Malloy Ford will offer JMU a percentage discount off published manufacturer price lists, as detailed in Section X: Pricing Schedule.

**4. Itemized Breakdown**

All quotes and invoices will clearly break down pricing in accordance with the contract pricing schedule for verification purposes.

Each quote/invoice will include at minimum:

- Manufacturer
- Description
- Quantity Ordered
- Published Unit Price
- Percentage Discount Offered
- Discounted University Price
- Extended Total
- Applicable Labor Rates

**Sample Format:**

<b>MANUFACTURER</b>	<b>DESCRIPTION</b>	<b>ORDERED</b>	<b>UNIT PRICE</b>	<b>% DISCOUNT</b>	<b>UNIVERSITY PRICE</b>	<b>EXTENDED</b>
XXXX	XXXXXXXXXX	1	\$3,000.00	30%	\$2,100.00	\$2,100.00
XXXX	XXXXXXXXXX	3	\$1,000.00	25%	\$750.00	\$750.00

Labor: 2 hours @ \$140.00 per hour = \$280.00

**3. PRICING SCHEDULE**

1. INSTALLATION LABOR RATES-REGULAR \$140/HR

INSTALLATION LABOR RATES-OVERTIME \$140/HR

2. LABOR/SERVICE/REPAIR RATES-REGULAR \$140/HR

LABOR/SERVICE/REPAIR RATES-OVERTIME \$140/HR

*(ABOVE RATES ARE DISCOUNTED RATES FOR JMU-REGULAR RATES START AT \$180/HR)*

## DISCOUNT SCHEDULE

<u>Manufacturer- Example</u>	<u>Category</u>	<u>Discount List Price -%</u>	<u>Labor Cost</u>
Ford OEM	Mechanical Parts	List -30% OFF	\$140.00/hr – VIN-verified OEM parts
Ford OEM	Accessories	List -15% OFF	\$140.00/hr – VIN-verified OEM parts
Ford OEM	Fluids	List-20% OFF	\$140.00/hr – VIN-verified OEM parts
Ford OEM	Batteries	List -10% OFF	\$140.00/hr – VIN-verified OEM parts
Western	Snow Equipment	*See additional Terms	\$140.00/hr – Plows, spreaders
Meyer	Snow Equipment	*See additional Terms	\$140.00/hr – Plows, accessories
Weather Guard	Toolboxes / Racks	*See additional Terms	\$140.00/hr – Installed accessories
Adrian Steel	Shelving / Bulkheads	*See additional Terms	\$140.00/hr – Van upfitting

## **\*Additional Terms Pricing on Specialty Brands & Equipment**

### **Pass-Through Pricing for Non-Ford OEM Parts Procured for JMU**

Malloy Ford provides a transparent and competitive pricing model for non-Ford OEM parts procured from authorized third-party distributors on behalf of James Madison University (JMU). This approach ensures cost-effectiveness, clarity, and accountability throughout the procurement, delivery, and installation process.

#### **A. Pricing Basis**

Equipment pricing is based on the current cost from the manufacturer or authorized distributor at the time of order. Final pricing may only be adjusted if the manufacturer or distributor revises pricing prior to purchase. Malloy Ford applies a **ten percent (10%) markup** over dealer cost to cover administrative handling and ensure fair, consistent pricing.

#### **B. Procurement and Handling Fee**

Malloy Ford does **not charge a separate procurement or coordination fee**. This includes all activities necessary to deliver the equipment to JMU, including sourcing, ordering, freight coordination, inspection, and warranty administration. By eliminating additional fees, we ensure cost transparency and maximize value for JMU.

#### **C. Freight and Delivery**

Freight costs are estimated at the time of order and are subject to carrier rates at shipment. Malloy Ford will coordinate all shipping logistics to ensure timely and accurate delivery while keeping JMU informed of estimated delivery timelines and costs.

#### **D. Installation and Labor**

Installation labor, including electrical and mechanical work, is offered at a **discounted rate of \$140.00 per hour** for JMU. This reflects a reduction from our standard labor rate of \$185.00 per hour. Labor estimates will be provided prior to commencement of work to ensure cost clarity.

#### **E. Inventory and Procurement Timeline**

Non-Ford OEM equipment is **not stocked in inventory** and will be procured upon award. Pricing reflects current manufacturer or authorized distributor costs at the time of order and may be adjusted only in the event of documented supplier price increases prior to order placement. All equipment procured will include a **10% dealer markup** over dealer OEM or distributor cost.

#### **Commitment to Transparency and Value**

Malloy Ford's pass-through pricing model provides JMU with a cost-effective, transparent, and efficient process for obtaining non-Ford OEM parts. By combining competitive pricing, discounted labor, and full coordination of procurement, freight, inspection, and warranty administration, we ensure that JMU receives high-quality products with predictable costs and exceptional service.

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#### **4. Quote Expiration**

All quotes will clearly state an expiration date.

Malloy Ford understands JMU's need for timely and responsive estimates to support operational planning, budgeting, and emergency procurement.

#### **5. Freight Terms**

All shipped deliveries will be Freight On Board (FOB) Destination unless otherwise specified.

#### **6. Installation Turnaround**

For pick-up, installation, and delivery of accessory parts requiring installation on JMU vehicles:

- Standard turnaround: Three (3) business days

#### **7. Repair Services Turnaround**

For repair services:

- Standard turnaround: Ten (10) business days from pick-up to return delivery

Expedited service options may be available for emergency operational needs.

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### **CONCLUSION**

Malloy Ford is committed to delivering high-quality commercial equipment, responsive service, competitive pricing, and reliable partnership to James Madison University.

We look forward to supporting JMU's Facilities Management team in maintaining safe, efficient, and well-equipped campus operations throughout all seasons.

Respectfully submitted,

**Malloy Ford**

## TO DESCRIBE STATEMENTS (SECTION C)

### 1. Invoice Procedures

Malloy Ford provides fully itemized quotes and invoices including:

- Manufacturer
- Description
- Unit price
- Discount percentage
- Discounted university price
- Extended totals
- Labor hours and rates
- Quote expiration date

No substitutions are made without prior written approval.

### Sample Quote Format

Manufacturer	Description	Qty	List Cost (Unit)	List Price	University Price	Extended
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Ford OEM	Battery	1	\$199.95	\$199.95	\$159.96	\$159.96
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**Labor:** 1 hour @ \$140/hr = \$140.00

**Quote valid for:** 30 days

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### 2. Contact Information

#### Ordering and Quotes:

- Holly Fitzgerald – hfitzgerald@malloy.com – 540-667-8282 ext. 5012
- Jason Brittain – jbrittain@malloy.com – 540-667-8282 ext. 5015

#### Invoicing:

Malloy Ford Accounting Department

- Michelle Getts – mgetts@malloy.com – 540-667-8282 ext. 2039

#### Service Department / Repairs / Scheduling:

- Michael Harper – mharper@malloy.com – 540-667-8282 ext. 5007

#### Customer Service / Outside Sales:

- Alysa Anderson – aanderson@malloy.com – 540-327-7283

#### General Manager:

- Lisa Walker – lwalker@malloy.com – 540-667-8282 ext. 5044
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### 3. Experience with Educational Institutions

#### Malloy Ford Support for Institutional and Government Fleets

Malloy Ford brings extensive experience in supporting a diverse range of institutional and government fleets, with a focus on delivering reliable, timely, and high-quality service. Our client base includes:

- **Virginia School Districts:** We partner with school districts across Virginia to ensure that transportation fleets are safe, operational, and well-maintained. We understand the critical importance of minimizing vehicle downtime to support student transportation and district operations.
- **County and Municipal Fleets:** Malloy Ford provides comprehensive fleet support for county and municipal governments, helping maintain public safety vehicles, service trucks, and administrative fleet units. Our approach ensures operational continuity and adherence to local regulatory requirements.
- **State Agencies with Ford Vehicles:** We are experienced in servicing state-owned vehicles, with technicians trained to meet manufacturer specifications and compliance standards. Our team ensures that state agencies receive dependable maintenance and repairs that uphold fleet reliability and longevity.

#### Operational Expertise:

We understand the unique operational needs of large institutions and government organizations. Our team delivers fast, accurate, and dependable service, ensuring that vehicles remain safe and fully functional. By leveraging certified Ford technicians, priority scheduling, and streamlined repair processes, we provide a seamless service experience designed to minimize disruption and maximize fleet availability.

Malloy Ford is committed to being a trusted partner for institutional and government fleets, combining technical expertise, operational insight, and customer-focused service to meet the demands of complex and high-volume vehicle programs.

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### 4. Price Quote Process – Turn Around Time

Malloy Ford is committed to providing a transparent, efficient, and accurate pricing process for all equipment installations, ensuring that JMU and other institutional clients can make informed decisions quickly and confidently. Our pricing process is structured to meet both routine and urgent needs:

- **Standard Quotes Returned Within One Business Day:** We understand the importance of timely information for planning and budgeting. Standard equipment installation quotes are prepared and returned within one business day, allowing clients to review options, plan projects, and make decisions without unnecessary delay.
- **Rush Quotes Returned Within Two to Four Hours:** For urgent requirements or time-sensitive projects, our team offers expedited quote service. Rush quotes are delivered within two to four hours, ensuring that critical operational needs are addressed promptly and without compromise to accuracy or detail.
- **VIN-Verified Accuracy:** Each quote is carefully verified against the specific Vehicle Identification Number (VIN) to ensure compatibility, compliance, and precision. This eliminates errors, prevents mismatched equipment, and guarantees that all installations meet manufacturer specifications and operational requirements.
- **Discounted Pricing from List:** Malloy Ford provides competitive pricing, including discounts from standard manufacturer list pricing. Our goal is to deliver cost-effective solutions without sacrificing quality or service, helping clients maximize the value of their investment.

#### Commitment to Accuracy and Transparency:

Our quote process is designed to be highly accurate, responsive, and transparent. By combining technical expertise with streamlined workflows and VIN-level verification, we minimize the risk of errors, reduce project delays, and provide clients with confidence in budgeting and procurement decisions.

Malloy Ford's structured and responsive approach ensures that equipment installation quotes are delivered promptly, accurately, and cost-effectively, supporting the operational efficiency and strategic goals of institutional fleets.

## 5. Delivery Options and Policies

### Parts Availability and Delivery

Malloy Ford is committed to ensuring that all necessary mechanical parts are readily available to support uninterrupted fleet operations. Our approach combines a comprehensive in-house inventory with rapid access to Ford's regional distribution network, providing both speed and reliability for JMU and other institutional fleets. Key features of our parts support include:

- **Complete In-House Parts Inventory with Same-Day Delivery:** We maintain a full inventory of commonly required mechanical and replacement parts on-site. For any parts stocked in our facility, we can provide same-day delivery to JMU when requested, ensuring that vehicles are returned to service as quickly as possible.

- **Proximity to Ford Hub for Expedited Fulfillment:** For specialized or less commonly used parts not stocked in-house, we are strategically located just minutes from a Ford Hub. Orders placed by 9:00 a.m. are eligible for same-day delivery, ensuring urgent repairs are completed without unnecessary delays.
- **Delivery Timelines for Backordered or Special Parts:** While most in-stock and Ford Hub parts can be delivered the same day, backordered parts may vary in availability. For all other parts not immediately available through these channels, standard delivery is typically completed within 3–5 business days. Our team communicates proactively about expected delivery times to allow accurate repair planning.
- **Efficient Coordination and Communication:** Malloy Ford provides timely updates on parts availability, delivery status, and installation scheduling. This transparency ensures smooth, predictable repair timelines and allows JMU staff to plan around vehicle service needs effectively.
- **Commitment to Operational Continuity:** By combining extensive in-house inventory, immediate Ford Hub access, and clear communication, Malloy Ford ensures reliable parts availability and rapid delivery. This approach minimizes vehicle downtime, maximizes fleet availability, and guarantees repairs meet Ford-certified standards.
- **Rush Order Handling:** Malloy Ford understands that urgent operational needs can arise at any time, and minimizing vehicle downtime is critical to maintaining JMU’s fleet efficiency. For **rush orders**, our team prioritizes rapid processing, procurement, and delivery to ensure timely completion of repairs or equipment installation. Key elements of our approach include:

**Priority Processing:** Rush orders are immediately flagged in our system and assigned dedicated personnel to expedite sourcing, verification, and preparation.

**Accelerated Scheduling:** Technicians are rescheduled as needed to accommodate urgent service requests without impacting scheduled maintenance.

**Proactive Communication:** JMU staff receive real-time updates on order status, expected delivery, and estimated completion to support operational planning.

**Flexible Solutions:** For items requiring manufacturer or third-party procurement, Malloy Ford leverages expedited shipping options whenever available to meet critical timelines.

**Delivery Fees:** Malloy Ford offers free delivery on all purchases excluding freight charges on non OEM Equipment & Accessories as charged by the vendor.

**Commitment to Responsiveness:**

Malloy Ford’s structured rush order process combines speed, accuracy, and clear communication

to ensure that urgent fleet needs are addressed promptly, minimizing downtime and maintaining operational continuity.

Malloy Ford's parts availability and delivery strategy reflects our dedication to responsive, efficient, and high-quality fleet maintenance, supporting JMU's operational needs with speed, accuracy, and reliability.

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## 6. Delivery Turnaround Times

Malloy Ford is committed to providing prompt, reliable, and predictable delivery of parts and equipment to ensure that JMU and other institutional fleets remain fully operational. Our structured delivery process prioritizes speed, accuracy, and transparency, tailored to the urgency and nature of each order. Key delivery turnaround standards include:

- **In-Stock Items – Same-Day Delivery:** For all parts and equipment maintained in our on-site inventory, Malloy Ford guarantees same-day delivery when orders are placed by 9:00 a.m. This ensures minimal vehicle downtime and enables fleet operations to continue without disruption.
- **Rush Orders – Immediate Fulfillment When Possible:** We understand that urgent operational needs can arise unexpectedly. Rush orders are prioritized, and our team will make every effort to provide same-day delivery whenever feasible, ensuring critical repairs or installations are completed without delay.
- **Ford Hub Orders – Expedited Delivery for Out-of-Stock Items:** For specialized parts not stocked in-house, our proximity to a Ford Hub allows us to obtain and deliver required components the same day if ordered by 9:00 a.m. This capability ensures that even non-stocked items are made available promptly to maintain fleet readiness.
- **Manufacturer Orders – Standard Delivery:** For items requiring direct manufacturer fulfillment, typical delivery times range from three to seven business days, depending on availability and shipping schedules. Malloy Ford provides proactive updates on the status of these orders to facilitate planning and minimize operational impact.
- **Large Equipment – Extended Delivery Window:** Specialized or large-scale equipment installations typically require five to fourteen business days for delivery, due to manufacturing, handling, or logistical requirements. Malloy Ford coordinates these deliveries carefully to ensure timely installation and minimal disruption to operations.
- **Backordered Items – Variable Delivery:** Delivery times for backordered parts may vary depending on manufacturer availability and logistics. Our team communicates expected timelines and provides regular updates to ensure transparency and allow effective planning.

### **Commitment to Operational Efficiency:**

Malloy Ford's delivery strategy combines comprehensive in-house stocking, rapid access to regional Ford resources, and proactive communication to provide reliable, efficient, and predictable turnaround times. Our focus is on minimizing downtime, maintaining fleet readiness, and supporting JMU's operational needs with professionalism and precision.

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## **7. Installation Turnaround Time**

### **Compliance with the Three-Business-Day Requirement**

Malloy Ford fully meets and consistently exceeds the three-business-day requirement through a structured, priority-driven service model designed specifically to support James Madison University's operational needs.

To ensure timely completion of all installations and service requests, Malloy Ford maintains **dedicated installation bays** reserved for fleet and institutional customers. These bays allow work to begin immediately upon vehicle arrival, minimizing downtime and eliminating scheduling delays.

Malloy Ford also utilizes **pre-scheduled service windows**, ensuring that JMU vehicles receive top priority within our service department. Service appointments are coordinated in advance with JMU representatives, allowing our team to allocate appropriate staffing, equipment, and resources ahead of time to guarantee on-time completion.

In addition, Malloy Ford employs a **proactive parts management process**, including the **pre-ordering of all required parts in advance** of scheduled service or installation work. This approach eliminates delays caused by parts availability and ensures that all materials are on hand prior to vehicle arrival.

All work is performed by **factory-certified Ford technicians** who are trained and experienced in Ford fleet vehicles and upfitting requirements. Their expertise ensures installations are completed accurately, efficiently, and in accordance with manufacturer and industry standards, further reducing the risk of rework or delays.

Should any unforeseen circumstances arise, **all exceptions are communicated and coordinated with JMU in advance**, ensuring full transparency and allowing for proactive scheduling adjustments when necessary.

This comprehensive approach allows Malloy Ford to reliably meet JMU's timelines while maintaining high-quality workmanship and responsive customer service

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## **8. Return Policy**

Malloy Ford is committed to providing a clear, efficient, and customer-focused return policy that supports JMU and other institutional clients in maintaining cost-effective and streamlined operations. Our return policy is designed to minimize administrative burden while ensuring compliance with manufacturer guidelines:

- **Thirty-Day Return Window for Unused Parts:** Clients may return unused parts within thirty (30) days of delivery. This policy ensures flexibility for inventory management and allows adjustments for changing operational needs without unnecessary financial impact.
- **No Restocking Fee for Standard OEM Parts:** Standard OEM parts may be returned without incurring restocking fees, providing cost savings and encouraging the use of high-quality manufacturer-approved components.
- **Specialty and Manufacturer-Specific Items:** Certain specialty or custom items may be subject to manufacturer restocking fees. Our team communicates these details clearly at the time of order to ensure full transparency and informed decision-making.
- **Prompt Processing of Returns:** All approved returns are processed within 48 hours of receipt, including verification, credit issuance, or replacement arrangements. This rapid turnaround ensures timely account adjustments and minimal disruption to operational planning.

#### **Commitment to Transparency and Efficiency:**

Malloy Ford's return policy is structured to provide clarity, reliability, and responsiveness. By offering flexible return options, prompt processing, and transparent communication regarding manufacturer requirements, we support JMU in managing fleet resources efficiently while maintaining fiscal responsibility.

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## **9. Replacement of Defective Items**

Malloy Ford ensures the prompt and seamless replacement of any defective items in full compliance with Ford Motor Company standards and James Madison University requirements.

All defective items are **fully covered under the Ford OEM manufacturer's warranty**, ensuring that JMU incurs **no cost** for parts or labor associated with warranty-related replacements. This coverage protects JMU's investment while maintaining vehicle reliability and operational continuity.

In the event a defective item is identified, Malloy Ford provides **expedited replacement services** to minimize vehicle downtime. Priority ordering and advance inventory coordination allow replacement parts to be sourced and installed as quickly as possible, ensuring JMU vehicles are returned to service without unnecessary delay.

Malloy Ford also **manages the entire warranty claims process on behalf of JMU**, including documentation, manufacturer coordination, parts ordering, and installation scheduling. This turnkey approach eliminates administrative burden for JMU staff and ensures all warranty actions are handled efficiently, accurately, and in accordance with Ford policies.

Through proactive warranty management, expedited service options, and no-cost replacements, Malloy Ford delivers a dependable and low-risk solution that supports JMU's fleet readiness and operational needs.

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## 10. Use of Brand Name Original Parts

Malloy Ford is committed to delivering the highest quality and reliability in all repairs and maintenance services. To ensure optimal performance, safety, and warranty compliance, we exclusively supply genuine Ford Original Equipment Manufacturer (OEM) parts for all repairs and installations, unless an alternative part is specifically requested by James Madison University (JMU).

- **Quality and Reliability:** Using genuine Ford OEM parts guarantees that all components meet manufacturer specifications and maintain vehicle performance, longevity, and safety standards.
- **Warranty Compliance:** OEM parts ensure continued compliance with Ford warranties, protecting JMU's investment in its fleet.
- **Flexibility Upon Request:** While we prioritize OEM parts, we accommodate JMU requests for alternative parts where appropriate, providing transparency, documentation, and assurance that any non-OEM parts meet necessary performance requirements.

### **Commitment to Excellence:**

By utilizing genuine Ford OEM parts as the standard, Malloy Ford reinforces our commitment to quality, reliability, and long-term operational efficiency for JMU's fleet.

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## 11. Repair Services and Scheduling

Our repair services are designed to provide efficient, reliable, and high-quality support tailored specifically to the needs of James Madison University (JMU). We are committed to minimizing downtime and ensuring that all vehicles are returned to service promptly and safely. Key features of our service offering include:

- **Priority Scheduling for JMU:** We understand the importance of timely vehicle maintenance for university operations. JMU vehicles will receive priority scheduling, ensuring that repairs and service appointments are addressed immediately upon request.
- **Ten-Business-Day Repair Turnaround:** Our team is committed to meeting a standard repair turnaround of ten business days, providing JMU with predictability and confidence in fleet availability. Complex repairs are managed efficiently without compromising quality, and we provide regular progress updates throughout the repair process.
- **Certified Ford Technicians:** All repair work is performed by certified Ford technicians with specialized training in the latest Ford vehicles and technology. Our technicians utilize OEM-approved tools and parts to ensure repairs meet manufacturer standards, maintaining vehicle performance, safety, and warranty compliance.
- **Pickup and Delivery Services:** To further support JMU operations, we offer flexible pickup and delivery options for vehicles requiring service. This service is designed to reduce operational disruption and improve convenience for university staff, ensuring vehicles are returned promptly and ready for use.

Our approach combines technical expertise, efficient scheduling, and customer-focused service to provide JMU with a seamless repair experience that maximizes vehicle uptime and operational reliability.

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## 12. Quality Control Processes

Malloy Ford is committed to delivering the highest standards of quality, reliability, and accountability in all vehicle maintenance and repair services. Our comprehensive quality control processes ensure that every repair, installation, or service meets or exceeds manufacturer specifications while maintaining fleet safety and performance. Key elements of our quality control program include:

- **VIN-Verified Part Matching:** All replacement parts are verified against the Vehicle Identification Number (VIN) to ensure precise compatibility and compliance with manufacturer specifications. This verification process eliminates installation errors and guarantees that the correct components are used for each vehicle.
- **Pre-Installation Inspection:** Every part and component undergoes a thorough pre-installation inspection by our certified technicians. This step ensures that all parts are in perfect condition, free of defects, and ready for proper installation.
- **Technician Sign-Off:** Following installation or repair, the responsible certified technician completes a detailed sign-off, confirming that all work has been performed according to Ford standards and operational requirements.

- **Service Manager Review:** All completed work is reviewed by our service manager to ensure adherence to quality standards, compliance with safety protocols, and proper documentation. This additional oversight provides an extra layer of accountability and quality assurance.
- **Warranty Documentation Maintained:** Malloy Ford meticulously maintains all warranty and service documentation for each repair and installation. This ensures that JMU retains full records for compliance, auditing, and future service needs.

#### Commitment to Excellence and Reliability:

Our multi-tiered quality control process combines technical expertise, standardized procedures, and rigorous oversight to provide JMU with confidence in the safety, performance, and longevity of each vehicle. By emphasizing accuracy, accountability, and transparency at every step, Malloy Ford reinforces its commitment to delivering exceptional, reliable fleet services.

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### 13. Manufacturers, Products, Availability, & Warranty Information

Malloy Ford is committed to ensuring that James Madison University (JMU) has reliable, timely access to high-quality parts, equipment, and products, supporting uninterrupted fleet operations and maximizing vehicle uptime. Our approach combines extensive inventory, strategic supplier partnerships, and efficient supply chain management to deliver exceptional service and operational reliability.

- **Extensive On-Site Inventory:** Malloy Ford maintains an inventory exceeding **\$780,000**, including all typical maintenance parts and commonly used components. As a Certified Public Works Dealer (CPWD), we are required by Ford to stock most fast-moving maintenance items. This ensures that the majority of JMU’s routine repair and maintenance needs can be fulfilled immediately, minimizing downtime and supporting operational continuity.
- **Rapid Access to Ford Hub:** For parts not stocked on-site, Malloy Ford is located just steps from a Ford Hub. Orders placed by 9:00 a.m. are eligible for **same-day pickup and delivery**, ensuring that specialized or less commonly used components can be obtained quickly and efficiently. This capability allows JMU to maintain fleet readiness even for non-stocked items.
- **Standard Delivery for Other Items:** Items not available through our on-site inventory or the Ford Hub can typically be delivered within **three to five business days**, providing reliable access to the full range of Ford-approved products and parts.
- **Specialty Brands and Equipment:** Delivery timelines for specialty equipment and aftermarket products—including **Western, Meyer, Weather Guard, Air-Flo, Henderson, Hussqvarna, John Deere, Toro, Stihl, exMark, Ingersoll-rand, Briggs &**

**Stratton, Honda, Adrian Steel, TruckCraft, and Buyers/SaltDogg**—may vary depending on availability. With advanced notice, Malloy Ford can procure these items and provide JMU with regular updates on delivery timelines, ensuring proactive planning and minimal disruption to fleet operations.

- **Backordered Items:** While most parts and equipment are readily available through in-house stock or the Ford Hub, delivery timelines for backordered items may vary depending on manufacturer availability. Malloy Ford communicates expected lead times and provides ongoing status updates to maintain transparency and ensure operational planning is unaffected.
- **Warranty Terms-Specialty Brands and Equipment:** Warranty coverage varies by manufacturer and product type, typically ranging from **one to three years**. Malloy Ford maintains all warranty documentation and ensures that records are readily accessible, providing JMU with confidence in product quality, longevity, and support.
- **Warranty Information:**

### **Ford Warranty Coverage for Parts, Accessories, and Powertrain**

Malloy Ford provides comprehensive warranty coverage in accordance with **Ford Motor Company's OEM warranty policies**, ensuring James Madison University receives reliable protection, minimized risk, and long-term value across vehicles, parts, and accessories.

#### **Over the Counter (OTC) Ford Parts Warranty**

All genuine Ford over-the-counter replacement parts supplied by Malloy Ford are covered under the **Ford OEM Parts Warranty**. This warranty provides coverage against defects in materials or workmanship for a **minimum of two (2) years**, with **unlimited mileage**, from the date of purchase. Labor Reimbursement is also offered at \$75 per hour for over the counter warranty period if being replaced by the JMU garage.

Should a covered part fail during the warranty period, Malloy Ford will replace the defective component at **no cost to JMU**, including applicable labor when installed by an authorized Ford dealer. This ensures continued vehicle reliability while protecting JMU from unplanned maintenance expenses.

#### **Ford Over-the-Counter (OTC) Powertrain Parts Warranty**

Ford Motor Company provides warranty coverage for **genuine Ford over-the-counter (OTC) powertrain components**, ensuring dependable protection for critical vehicle systems and long-term value for James Madison University.

Warranty coverage for OTC powertrain components is as follows:

- **Gasoline Engines:** Covered for **three (3) years with unlimited mileage**, protecting against defects in materials and workmanship.
- **Diesel Engines:** Covered for **two (2) years with unlimited mileage**, providing reliable coverage for heavy-duty and high-utilization applications.
- **Transmissions:** Covered for **three (3) years with unlimited mileage**, ensuring protection for one of the vehicle's most critical systems.

In addition, Ford offers a **no-fault core return policy** for eligible powertrain components. This policy allows cores to be returned without penalty regardless of failure cause, reducing financial risk and simplifying the replacement process for JMU.

### **Ford Over the Counter and Dealer-Installed Accessories Warranty (Non-New Vehicle Applications)**

Ford Motor Company provides warranty coverage for genuine Ford accessories purchased over the counter or installed by an authorized Ford dealer after initial vehicle delivery, ensuring continued protection and value for James Madison University's fleet.

#### Dealer-Installed Accessories Warranty (After Vehicle Delivery)

Genuine Ford accessories installed by an authorized Ford dealer after the vehicle is placed in service are covered under the Ford Accessories Limited Warranty for:

- Two (2) years with unlimited mileage

This warranty covers defects in materials and workmanship and includes both parts and labor when the accessory is installed by an authorized Ford dealer. Warranty repairs or replacements are performed in accordance with Ford standards to ensure proper fit, function, and reliability.

#### Over-the-Counter (OTC) Accessories Warranty

Genuine Ford accessories purchased over the counter and not installed by a Ford dealer are also covered for:

- Two (2) years with unlimited mileage

OTC accessory warranty coverage applies to the replacement of the defective accessory only and covers defects in materials or workmanship. Labor is not included unless otherwise approved under Ford warranty guidelines.

### **Warranty Administration and Support**

Malloy Ford manages **all warranty claims and coordination on behalf of JMU**, including diagnostics, documentation, manufacturer communication, parts procurement, and repair scheduling. This turnkey approach eliminates administrative burden for JMU personnel and

ensures all warranty work is handled promptly, accurately, and in full compliance with Ford policies.

Through comprehensive warranty coverage, expedited service options, and full warranty administration support, Malloy Ford delivers a low-risk, high-value solution that protects JMU's investment and ensures maximum fleet uptime.

**Commitment to Availability, Reliability, and Operational Efficiency:**

Malloy Ford's comprehensive approach to parts and equipment availability ensures that JMU receives prompt, accurate, and reliable service. By combining a robust on-site inventory, immediate access to regional Ford resources, proactive management of specialty items, and transparent communication regarding lead times and warranties, we maximize fleet readiness and minimize vehicle downtime. This strategic focus reinforces Malloy Ford's commitment to quality, efficiency, and responsive service for institutional and government fleets.

**METHOD OF PAYMENT**

Malloy Ford will submit invoices in accordance with the solicitation and any negotiated terms. We support James Madison University's efforts to expedite payments and will enroll in JMU's Comprehensive Payable options, including:

- **Virtual Payables Virtual Card** – Payments processed electronically with a Net 15 benefit for the contractor.
- **PayMode-X Electronic Deposit (ACH)** – Direct deposit to our bank account for secure and timely payments.

All invoices will include detailed line items, labor hours, and parts discounts as required. Contractors using the Virtual Payables process will receive the benefit of Net 15 payment terms.

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**PRICING SCHEDULE**

The following pricing applies to all products and services offered by Malloy Ford for James Madison University vehicles and equipment within Zone 2:

**1. Installation / Labor Rates**

Type	Regular Hours	Overtime Hours	Notes
Installation / Upfitting	\$140.00/hr	\$140.00/hr	Applies to accessories, fleet upfits, and specialty equipment
Repair / Service	\$140.00/hr	\$140.00/hr	Covers mechanical, electrical, and OEM repairs; includes VIN-verified parts

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### Discount Schedule

Manufacturer	Product Type(s)	% Off List	Notes
Ford OEM	Mechanical Parts (suspension, brakes, steering, HVAC, electrical modules, etc.)	30%	VIN-verified parts only
Ford OEM	Accessories (racks, toolboxes, running boards, lighting, etc.)	15%	Includes factory and dealer-installed options
Ford OEM	Fluids (engine oil, coolant, brake fluid, etc.)	20%	Manufacturer-specified maintenance fluids
Ford OEM	Batteries	10%	All Ford-approved batteries and components
Ford OEM	Powertrain Components (engines, transmissions, drivetrain)	Dealer Cost + \$100 per unit	Final JMU cost = Dealer cost + \$100 handling fee; detailed quote provided per item

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### Pass-Through / Non-OEM Pricing

- Non-Ford OEM parts billed at dealer cost + 10% markup.
- No additional procurement or coordination fees.

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### Freight & Fees

- **FOB Destination** – all shipped orders.
- Freight billed at actual carrier cost.

- Rush delivery accommodated as needed.
- No credit card processing fees will be added.





# Request for Proposal

## **RFP#JBM-1248**

**Facilities Equipment & Vehicle Accessories**

**January 28, 2026**



**REQUEST FOR PROPOSAL**  
**RFP# JBM-1248**

**Issue Date:** January 28, 2026  
**Title:** Facilities Equipment & Vehicle Accessories  
**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 February 17, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)**

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

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, [becer2jx@jmu.edu](mailto:becer2jx@jmu.edu); 540-568-3130; (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)

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 # JBM-1248*

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide facilities equipment and vehicle accessories 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 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found on the following website: <http://www.jmu.edu>.

The campus spans over 785 acres, including 31 acres located off-campus, and comprises 160 buildings. Maintaining all sidewalks, streets, and green spaces through various seasons/weather conditions is a primary concern for the facilities management department. Appropriate equipment for the services facilities management provides is imperative.

## **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 expects this solicitation to result in a comprehensive contract for facilities/grounds related equipment of various types, including vehicle (pick-up trucks, vans, trash trucks, utility) accessories, and installation and repair of the equipment/accessories. Offerors shall submit items/manufacturers they can provide, with the detailed information requested in the describe statements below. It is not required that a specific offeror be able to provide all items in order to participate.

JMU does not guarantee any designated amount of orders from this contract. Purchases between contractors awarded will be at the discretion of the University.

The university specifically seeks contractors to provide: small parts (pins and repair parts), mowers, shredders, chain saws, blowers, edgers, sod cutters, trimmers, tow behind trailers (variety of sizes, open/enclosed), small utility vehicles, tool boxes, ladder racks, lift gates, shelving, bulk heads, dump beds, snow blowers, snow plows, and salt spreaders; however, additional items should be discussed in the proposal as appropriate for the offeror. Items may be independent equipment or equipment that is installed on existing/future JMU vehicles.

Products are expected to be of a commercial/industrial grade appropriate for heavy usage. Examples of manufacturers are (not intended to be a full listing): Meyer, Western, Air-Flo,

Henderson, Husqvarna, John Deere, Toro, Stihl, exMark, Ingersoll-Rand, TruckCraft, Briggs & Stratton, Honda, and E-Z Dumper.

**A. SPECIFIC REQUIREMENTS**

The Contractor shall be an authorized reseller of the proposed equipment and accessory parts. All items are to be new and undamaged. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. Offerors shall be able to provide installation/repair service for the equipment proposed.

**B. QUOTES & INVOICING REQUIREMENTS**

1. JMU expects original brand-named parts to be used on brand name equipment. Any substitution would need to be approved in advance by a JMU Representative.
2. Contractor shall offer the University a percentage discount off the furnished published price list for all manufacturers carried. **SEE SECTION X: PRICING SCHEDULE.**
3. The contractor shall break down all quotes and invoices based on pricing provided in the PRICING SCHEDULE and described below, so as to verify pricing against the contract.
4. The itemized breakdown shall at the minimum include columns such as the manufacturer, unit price, % off offered to University and the discounted unit price, plus any labor rates. An example itemized breakdown that will be acceptable is as follows:

MANUFACTURER	DESCRIPTION	ORDERED	UNIT PRICE	% DISCOUNT	UNIVERSITY PRICE	EXTENDED
XXXXXX	5' Snow Plow	1	3,000.00	30%	2100.00	2100.00
XXXXXX	RT 65 Snow Blower	3	1000.00	25%	750.00	2250.0

Labor: 2 hours @ \$10.00 per hour = \$20.00

5. All quotes must clearly include an expiration date. JMU expects timely and responsive estimates to support operational needs, including advance planning, budgeting, and emergency or time-sensitive purchases.
6. For shipped deliveries, all orders shall be Freight On Board (FOB) destination.
7. For pick-up, installation, and delivery for accessory parts that must be installed by the contractor on JMU vehicles: Expectation is a three-business-day turnaround.
8. For repair services: Expectation is a ten-business-day turnaround from the time of pick-up to return delivery.

**C. DESCRIBE STATEMENTS**

**Offeror Must Provide a Response to the Following Questions to be Considered.**

1. Describe how Contractor will handle the above-referenced “invoice procedures”. Provide sample quote and invoice.
2. List all contact information for ordering, invoicing, customer service, etc.

3. Describe experience in working with various departments at educational institutions in similar size to James Madison University.
4. Describe the process for providing price quotes. Include typical turnaround time for standard and rush estimates.
5. Describe delivery options and policies, including in-stock, rush, and manufacturer order for the items being offered. Include information regarding delivery costs and/or free delivery.
6. Specify typical turnaround time for delivery (standard, rush, etc.) of the items being offered.
7. Describe/specify typical turnaround time for pick-up, installation, and delivery for accessory parts that must be installed by contractor on JMU vehicles. Specifically describe how you will ensure the turnaround time on installations (from time of pick-up to delivery) will remain within a three (3) business day time frame, unless agreed upon for a specific installation in advance with JMU personnel.
8. Describe return policy and associated costs.
9. Describe the process for replacement of defective, broken, or damaged items.
10. Describe ability to use only brand name original parts for all repairs.
11. Describe repair services, scheduling process, and ability to meet a ten (10) business day turnaround time on all repair and service-related work.
12. Describe quality control processes.
13. Describe manufacturers and products available, including information on in-stock versus available through order, and applicable warranty information.

## **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 OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).**

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. **Emailed responses will not 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](mailto: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 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. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

**b. PAPER SUBMISSIONS:**

- i. **One (1) original and One (1) copies** 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 Section V.4.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 addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
4. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

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

### **A. EVALUATION CRITERIA**

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

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

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

## **VII. GENERAL TERMS AND CONDITIONS**

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

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

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

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

not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
  - 1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the

Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

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

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

## VIII. SPECIAL TERMS AND CONDITIONS

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

From: \_\_\_\_\_

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

Name of Purchasing Officer: \_\_\_\_\_

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

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

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

sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

**This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) .**

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 or [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) .** 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 or [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) .**
- 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. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- R. 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).

## IX. METHOD OF PAYMENT

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

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

## X. PRICING SCHEDULE

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

1. Contractor shall provide Regular Hourly rates for Regular & Overtime for installation and labor.
2. Contractor shall provide Hourly rates for Regular & Overtime Labor/Service/Repair Rates.
3. Contractor shall provide a Discount Schedule of their available offerings similar to the example below to include; Manufacturer, Product Type(s), and % Off of List Pricing.

**(As indicated in the Statement of Needs, Invoices and Quotes shall reflect the list price, % discount, and final JMU cost.) Contractor may include additional line items as necessary to incorporate the full range of equipment available.**

Manufacturer	Product Type(s)	% Off List

4. Contractor shall provide any additional one-time or on-going costs that may be incurred.
5. 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/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>

**The University shall only be responsible for rates and pricing that is set forth in the proposal and shall not be responsible for any additional costs.**

## **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.

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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: \_\_\_\_\_

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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, a SWaM Sub-contractor Reporting Form shall be submitted to [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) )*

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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

**YOU MAY CUT OUT THIS TEMPLATE & ATTACH TO YOUR  
ENVELOPE IF MAILING**

*Cut Here*

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Vendor's City, State & Zip

JAMES MADISON UNIVERSITY  
PROCUREMENT SERVICES, MSC 5720  
ATTN: Juan Becerra Martinez  
752 OTT STREET, WINE PRICE BUILDING  
HARRISONBURG, VA 22807  
(or 22801 if using "Courier Service i.e. UPS, Fed-Ex, etc.)

**SEALED PROPOSAL RESPONSE (If responding by mail or courier)**

**RFP NO: JBM-1248**

**DATE DUE: 02/17/2026 @ 2:00 p.m.**

Response Checklist:

- Completed RFP (Answered questions on the statement of needs section, Pgs. 1-3 and completed Pricing Schedule, Pg.19-20)
- Signed form on second page of RFP titled "*REQUEST FOR PROPOSAL*"
- Completed Attachment A– Offeror Data Sheet
- Completed Attachment B – SwaM Utilization Plan
- Acknowledge Receipt of Addenda (if applicable)