



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU7508

This contract entered into this 17th day of June 2026, by Motor Coach Industries Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From July 1, 2026, through June 30, 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-1259 dated May 01, 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 May 15, 2026, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated June 10, 2026
  - (b) PAC Agreement Dated June 17, 2026

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

CONTRACTOR:

By: Tim Barnes  
(Signature)

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

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

PURCHASING AGENCY:

By: Juan Becerra Martinez  
(Signature)

Juan Becerra Martinez  
(Printed Name)

Title: Senior Buyer

## NEGOTIATION SUMMARY

## MOTOR COACH INDUSTRIES

RFP# JBM-1259 COMPACT MOTORCOACH BUSES  
6/10/2026

The Primary Point of Contact for this Contract is:

Steven Weiss

(732) 267-4660

[steve.weiss@mcicoach.com](mailto:steve.weiss@mcicoach.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-1259 and the Contractor's initial response to RFP# JBM-1259, 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-1259 that are not specifically addressed within this negotiation summary are null and void.
4. Motor Coach Industries 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. Motor Coach Industries 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. This limitation excludes governmental and/or safety regulation changes affecting pricing provided that Contractor provides documentation of the costs imposed by the Contractor.
7. Payment shall be made in accordance with the Commonwealth of Virginia Prompt Payment requirements, Code of Virginia Sections [Section 2.2-4347 through 2.2-4354](#).
8. Motor Coach Industries confirms that delivery time for spec coaches built to order, such as the J3500, is approximately twenty-eight to thirty weeks from the time of order line entry. Ordering lead time is at the customer's discretion.

## NEGOTIATION SUMMARY

## MOTOR COACH INDUSTRIES

9. Motor Coach Industries agrees to participate in the VHEPC PAC Agreement included as UCPJMU7508-PAC.

### PRICING SCHEDULE:

The following Pricing and Discounts 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.

| Description                                 | Unit Price                                         |
|---------------------------------------------|----------------------------------------------------|
| Compact Motorcoach Bus:                     | Amount                                             |
| MCI Varsity J-Series / 2027 MCI J3500 Coach | \$583,041<br>Includes delivery to Harrisonburg, VA |

The following confirmations apply to the pricing schedule and related options listed above:

Motor Coach Industries confirms that the price quoted is the best price for a single vehicle with the specifications designed by MCI. Pricing may change if additional items or equipment are requested by James Madison University during the purchase process. Quantity discounts may be negotiated depending on the number of units requested. Any applicable tariffs will be calculated at the time of order and clearly disclosed.

Motor Coach Industries confirms that any new vehicles purchased come with the services of the MCI Technical Solutions Manager in the Mid-Atlantic territory during the thirty-month warranty period.

Motor Coach Industries confirms that James Madison University has an existing account with NFI Parts, MCI's sister company, for parts and supplies.

Motor Coach Industries confirms that standard order and delivery documents, including the dealer invoice, certificate of origin, mileage/odometer statement, warranty booklet, manufacturer build sheet, and operator's manual, will be provided as applicable.

Motor Coach Industries confirms that the J3500 is built to order for each customer, but the basic mechanicals for all J3500 coaches are the same and a sheet of those mechanicals can be provided.

**AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 17<sup>th</sup> day of June, 2026, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Motor Coach Industries Inc (“Vendor”).

**TERM**

The term of this Agreement shall begin July 01, 2026, to June 30, 2027, with four (4) of one (1) year renewal options, and an expected final expiration date of June 30, 2031. This end date coincides with the Primary Agreement’s UCPJMU7508 end date.

**WITNESS**

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7508, dated June 17, 2026 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
  - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
  - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
  - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
  - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
  - B. Maintain an approved version of Vendor’s logo on the Consortium website
- III. Payment:
  - A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
c/o VHEPC  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

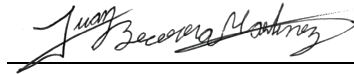
Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

If to Vendor:

Tim Barnes  
Motor Coach Industries Inc  
200 East Oakton Street  
Des Plaines, IL, 60018  
Email: [tim.barnes@mcicoach.com](mailto:tim.barnes@mcicoach.com)

**ACCEPTANCE**

**For James Madison University**



Juan Becerra Martinez  
Senior Buyer

07/13/2026

Date

**For Motor Coach Industries Inc**



Tim Barnes  
Vice President Private Sector Sales

                      
Date

Agreement #: UCPJMU7508-PAC



# Request for Proposal

## **RFP# JBM-1259**

**Compact Motorcoach Buses**

**May 1, 2026**



# ***REQUEST FOR PROPOSAL***

## ***RFP# JBM-1259***

**Issue Date:** May 1, 2026  
**Title:** Compact Motorcoach Buses  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on May 19, 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:

Motor Coach Industries

200 E Oakton St

Des Plaines, IL 60018

Date: 5/15/2026

Web Address: www.mcicoach.com

Email: steve.weiss@mcicoach.com

By:

*Steven C Weiss*

(Signature)

Name: Steven Weiss

(Please Print)

Title: Regional Vice President- Sales,  
Mid Atlantic

Phone: 732-267-4660

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-1259*

## ***TABLE OF CONTENTS***

|       |                                                      |      |    |
|-------|------------------------------------------------------|------|----|
| I.    | PURPOSE .....                                        | Page | 1  |
| II.   | BACKGROUND .....                                     | Page | 1  |
| III.  | SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION ..... | Page | 1  |
| IV.   | STATEMENT OF NEEDS .....                             | Page | 1  |
| V.    | PROPOSAL PREPARATION AND SUBMISSION .....            | Page | 3  |
| VI.   | EVALUATION AND AWARD CRITERIA .....                  | Page | 6  |
| VII.  | GENERAL TERMS AND CONDITIONS .....                   | Page | 7  |
| VIII. | SPECIAL TERMS AND CONDITIONS .....                   | Page | 15 |
| IX.   | METHOD OF PAYMENT .....                              | Page | 20 |
| X.    | PRICING SCHEDULE .....                               | Page | 20 |
| XI.   | ATTACHMENTS .....                                    | Page | 21 |
|       | A. Offeror Data Sheet                                |      |    |
|       | B. SWaM Utilization Plan                             |      |    |
|       | C. Sample of Standard Contract                       |      |    |
|       | D. Zone Map                                          |      |    |
|       | E. VHEPC PAC Agreement                               |      |    |
|       | F. SWaM Standard Reporting Template                  |      |    |

## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide new compact Motorcoach Buses on an as needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

The University often needs to purchase Compact Motorcoach Buses on an “as needed basis.” These Motorcoaches support travel for the University to athletic contests along with academic-related events.

This procurement is part of ongoing efforts to increase the quality of life for students, faculty, and staff at James Madison University.

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

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

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

## **IV. STATEMENT OF NEEDS**

### **GENERAL REQUIREMENTS:**

1. Describe catalog of vehicle your firm can offer. Provide descriptive literature, specifications, and pictures.  
\*Please include pictures of similar buses supplied to other University customers.
2. Describe available warranties and associated costs.

3. Describe approximate delivery time (from date of order to delivery).
4. Describe how warranty and recall issues are addressed.
5. Describe space capacity of Motorcoach; to include (seating, overhead, cargo, etc.).
6. Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University.
7. Describe communications and entertainment (i.e. DIRECTV) systems along with "marquee (Mobile Lite) notification" on Motorcoach.

**SPECIAL REQUIREMENTS:**

1. Vendor shall be an authorized seller/reseller of vehicles. Vehicles are to be new and subject to prior approval and demo from James Madison University personnel. Unless, specific requests for alternative options are made by university personnel.
2. Vendor should be able to provide a motorcoach with specifications equivalent to or exceeding those of a Tamsa T-30/35 Compact sized coach. (<https://www.tamsa.com/en/products/detail/ts-30/199/290/0>)
3. Vendor shall list contact information for customer service and primary sales representative.
4. Vendor shall identify and specify firm delivery date of vehicle to James Madison University.
5. Motorcoach shall have lavatory accessibility
6. If multiple engine (*diesel*) sizes are available, pricing shall reflect costs for each size available.
7. Motorcoach shall have an automatic transmission.
8. Motorcoach shall have a camera system.
9. Motorcoach shall meet or exceed federal Department of Transportation (DoT) requirements.
10. Vendor shall provide fuel efficiency rating.
11. Vendor shall provide examples of the following as part of the proposal:  
*\*If awarded, these items shall be provided at the time of purchase*
  - Dealer Invoice
  - Certificate of Origin
  - Mileage/Odometer Statement
  - Warranty Card/Booklet
  - Copy of Manufacturer Build Sheet
  - Copy of Operator's Manual
12. Vendor shall list the passenger space and comfort options.
  - Outlets at each row of seats
  - Enclosed parcel racks
  - Front and Side Destination Signs

- Rear Power Plug- Block Heater
- E-Mirrors

13. Vendor shall list the amount of luggage space.
14. Vendor shall describe driver area and driver experience.
15. Vendor shall list the Mirror Options (regular vs. e-mirror).
16. Vendor shall list parcel rack specifications.
17. Vendor shall list Super single axle vs. dual rear axle.
18. Upon award of contract vendor shall meet with University personnel to further verify specific Motorcoach requirements before purchase orders are issued.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

**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) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
  - ii. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 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’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. 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   | 25            |
| 3. Specific plans or methodology to be used to perform the services           | 20            |

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses | 10        |
| 5. Cost                                                              | 20        |
|                                                                      | <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 eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

(including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent 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. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. EXTRA CHARGES NOT ALLOWED: The proposed price shall be for complete installation ready for James Madison University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- S. MAINTENANCE MANUALS: The contractor shall also provide James Madison University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to James Madison University upon completion of the work and prior to final payment.
- T. ORDERING OPTION: James Madison University, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- U. ORDER OF PRIORITY: In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.
- V. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- W. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936.

- X. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to James Madison University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- Y. **ADDITIONAL INFORMATION:** James Madison University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which James Madison University deems desirable.

## IX. METHOD OF PAYMENT

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

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

## X. PRICING SCHEDULE

The offeror shall provide 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.

The offeror shall provide their discount structure of percentage (%) off "manufacturer listing pricing" along with pricing for all additional products and services included in proposal indicating any possible on-going maintenance costs and additional services listed separately.

| Description                                                                                                                                                                                                                              | Unit Price or % Discount                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Compact Motorcoach Bus:                                                                                                                                                                                                                  | \$583,041.00                                                                              |
| Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs (please add any line items accordingly to your firm's Pricing table): | Additional equipment requested by James Madison University, priced at the time of request |

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: VHEPC PAC

Attachment F: SWaM Standard Reporting Template

## 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 93 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 #     |
|------------------------|-------------------|-------------------------------------------|----------------------------|
| University of Maryland | 15 years          | 0102 Lee Building, College Park MD, 20742 | Peter Agustin 301-314-7267 |
| Abbott Bu Lines        | 30 years          | 1704 Granby St NE Roanoke VA 24012        | John Abbott 540-343-1133   |
| Quick's Bus            | 30 years          | 2309 Poplar St, Staunton VA 24401         | Jason Quick 540-886-6297   |
| Sunshine Tours         | 25 years          | 4430 Cleburne Rd Dublin, VA 24084         | Paul Nester 800-552-0022   |
| Varsity Travel         | 20 years          | 220 Inboden Drive Winchester VA 22603     | Tyler Tummolo 540-678-2871 |

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

Motor Coach Industries 200 E Oakton St Des Plaines, IL 60018

Motorcoach Industries Service Center 14 Harmon Drive Blackwood, NJ 08012

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:** Motor Coach Industries **Preparer Name:** Steven Weiss

**Date:** \_\_\_\_\_

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

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 X \_\_\_\_\_

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 X \_\_\_\_\_

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 X \_\_\_\_\_

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<br>Name and Address | Contact Person &<br>Phone Number | SBSD<br>Certification<br>Number | Services or<br>Materials Provided | Total Subcontractor<br>Contract Amount<br>(to include change orders) | Total Dollars Paid<br>Subcontractor to date<br>(to be submitted with request for<br>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><br>George Mason University (Fairfax)              | <b><u>Zone 2</u></b><br>James Madison University (Harrisonburg)                                                                                                                                | <b><u>Zone 3</u></b><br>University of Virginia (Charlottesville)                                              |
| <b><u>Zone 4</u></b><br>University of Mary Washington (Fredericksburg) | <b><u>Zone 5</u></b><br>Christopher Newport University (Newport News)<br>College of William and Mary (Williamsburg)<br>Norfolk State University (Norfolk)<br>Old Dominion University (Norfolk) | <b><u>Zone 6</u></b><br>Virginia Commonwealth University (Richmond)<br>Virginia State University (Petersburg) |
| <b><u>Zone 7</u></b><br>Longwood University (Farmville)                | <b><u>Zone 8</u></b><br>Virginia Military Institute (Lexington)<br>Virginia Tech (Blacksburg)<br>Radford University (Radford)                                                                  | <b><u>Zone 9</u></b><br>University of Virginia - Wise (Wise)                                                  |

## ATTACHMENT E

### AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY<sup>st/nd</sup>] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the “University”), and [VENDOR NAME], (“Vendor”).

#### TERM

The term of this Agreement shall begin [Date] to [Date] with [Number] of [Number] year renewal options, and an expected final expiration date of [Date]. This end date coincides with the Primary Agreement’s [Agreement Number] end date.

#### WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

#### I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

#### II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor’s logo on the Consortium website

#### III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
c/o VHEPC  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]  
[Vendor]  
[Address]  
[City, State, Zip]  
Email: [Vendor Email]  
Fax: [Fax]

## ACCEPTANCE

**For James Madison University**

**For [Vendor]**

\_\_\_\_\_  
[Lead Proc]

[Lead Job Title]

\_\_\_\_\_  
[Vendor Contact]

[Vendor Contact Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreement #: [JMU Contract Number]-PAC

SAMPLE

**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-1259**

**DATE DUE: 05/19/2026 @ 2:00 p.m.**

**Response Checklist:**

- ☐ Completed RFP (Answered questions on the statement of needs section, Pgs. 1-3 and completed Pricing Schedule, Pg.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)



May 12<sup>th</sup> 2026

Juan Becerra Martinez  
James Madison University  
800 S Main St  
Harrisonburg, VA 22807

J3500 Proposal Letter

Dear Mr Martinez

This letter is to propose the purchase of MCI J3500 motorcoaches at a quantity to be determined by James Madison University. MCI is a premier manufacturer of motorcoaches in North America and has a strong support system that brings value to the operators of our vehicles. The MCI J series is the best-selling motorcoach in North America for many years running and provides quality transportation for universities and colleges nationwide, as well as to private sector operators and public sector fleets.

MCI has a service center in Blackwood, NJ, for support with all models of coaches that we build as well as the availability in the field of our Technical Solutions Manager and the NFI Parts Regional Parts Manager for the Mid-Atlantic Territory, where James Madison resides. MCI also offers free training for the James Madison maintenance staff and for the drivers who will operate the coaches. This national award-winning training begins with the use of our online Learning Management System which can train your technicians and also has training for drivers who can learn about systems important to coach operations. There is also training available to technicians- free of charge- at our training center in Louisville, KY for those who would like to maximize their ability to keep coaches operating at optimum levels.

Our J-Series coaches come standard with warranties on the coach and the drivetrain to keep them operating regularly and smoothly. The following warranties are included in the price of each coach.



- The MCI coach warranty covers manufacturing defects of the body and chassis for 30 months.
- The Cummins ISL-9 engine is covered for major engine components and major aftertreatment components for five (5) years and 500,000 miles.
- The Allison transmission is covered for 500,000 miles for manufacturing defects.
- The Super 60 lighting warranty covers forward facing lighting for 60 months
- Any warranties of subcomponents (ie. air system parts, fuel system parts) that extend past the aforementioned warranties will be researched and applied during service center repairs on a case-by-case basis

As the MCI J3500 is built to the specifications of the individual purchasers, these are subject to our standard lead time. Coaches are planned to deliver 28-30 weeks from the time of order entry into the production schedule.

Warranty issues are handled in various ways. Fleets such as James Madison University have access to our online Customer Care warranty system and can perform warranty work in-house. This system does allow for parts ordering and to make labor claims.

Warranty issues can also be handled at our Blackwood, NJ, Service Center. Any warranty or customer-paid repairs only proceed with an estimate signed by the customer to ensure satisfaction.

Recall campaigns are announced after registration with FMCSA. Some recalls have parts shipped to the customer and labor can be claimed on the Customer Care warranty system. Other recalls have been handled in the field by MCI technicians. There are some cases when a coach may need to be scheduled into a MCI Service Center for recall repairs. All of these are situational and will be communicated clearly to James Madison University should a recall be necessary.



All MCI J-Series motorcoaches have significant legroom, aisle space, headroom and our trademark spiral staircase loading to help move passengers smoothly in and out of the coach. The coach we are presenting will have up to 42 passenger seating. The storage capacities for passenger items are

- Overhead parcel rack storage 65.6 cubic feet with parcel rack air conditioning units, 76.8 cubic feet without parcel rack A/C
- Baggage bay capacity 285 cubic feet

The J3500 motorcoach is built to order so inventory on these vehicles is less readily available than with our J4500 coaches. MCI is already discussing a demo period for James Madison University with our new 2027 J4500 coach, which has a great deal of similarity to the J3500.

Safety is very important to operators of motorcoaches and the J3500 has a great deal of safety built in. With antilock brakes and electronic stability control standard, MCI provides a vehicle with a proven record of safety. All J-Series coaches also come standard with FMVSS227 rollover specification compliance; this includes extra bracing in the roof structure, enhanced support in the floor section of the chassis, and redesigned emergency window latching systems to help ensure the security of your passengers. An additional safety item

Comfort is also important to your passengers and it is important to us. The J3500 comes equipped with 4 15.5" video monitors that can be used with the DVD player that is also standard. We also equip the coaches with a media access board that will allow external devices to connect to the monitors through USB, HDMI and Aux connectors. Satellite television systems are available as part of coach order. A corded microphone comes standard so that group leaders can speak clearly to the full coach; a cordless microphone is optional on request. MCI also makes available on all of our J-Series coaches a pre-recorded safety announcement that plays on the video and audio systems at the touch of a button,



helping to communicate clearly to your passengers the best ways to make the trip safer for everyone.

Other passenger comforts that are included:

- 110V/USB outlets at every seating pair
- Enclosed parcel racks including lighting and ventilation modules with easy controls for the passengers
- Block heater for easier start-ups
- Pre-heater system
- Lavatory with chemical toilet

The J3500 meets Federal Department of Transportation requirements for vehicles of its class. J3500 units ordered before mid-September 2026 are equipped with the Cummins ISL-9. They are all equipped with an Allison B-500 automatic transmission. The J3500 is a two-axle unit (one steer axle, one drive axle) that uses dual wheels on the drive axle.

The cockpit area contains an air-cushioned seat, ergonomically designed switch panels with simplified climate controls, full LED lighting, and a digital instrument panel that also helps the driver identify and diagnose operational issues. E-mirror systems are in development.

The estimated price of a Model Year 2027 MCI J3500 is \$583,041, which can vary due to equipment preferred by James Madison University. This price includes delivery to Harrisonburg, VA. It does not include any applicable tariffs, which will be calculated at the time of order. Estimated time from order to delivery is 28-30 weeks from the time of line entry and this will also be calculated at the time of order.



MCI is pleased to submit this proposal to James Madison University and looks forward to providing the University with quality vehicles for use with its transportation needs, as well as the support needed to make this partnership a lasting one.

Sincerely,

Steven C Weiss  
MCI Coach Sales  
Regional Vice President- Sales, Mid Atlantic  
200 E Oakton Avenue  
Des Plaines, IL 60018  
[steve.weiss@mcicoach.co](mailto:steve.weiss@mcicoach.co)  
732-267-4660



MCI



# MCI Varsity J-Series

Put an MCI Coach on your team.

# MCI

## Advantages to owning your own coach.

With teams to transport, activities to organize and VIPs to escort, a custom MCI varsity coach can drive a significant portion of your transportation needs.

By owning your own MCI coach, you can control your transportation budget while increasing your brand awareness.



Better management of travel costs.



Increased access to transportation.



Better control of your scheduling.



Raise your visibility wherever you travel with a custom decal, wrap, school colors, mascot, or motto.

### J-Series

- / North America's best-selling charter coach for over 20 years running, offering luxury and dependability.
- / Available in 35' and 45'
- / Color coordinated seat, fabric and flooring options available.
- / Best-in-class maneuverability with a turning radius under 33' on the 35' model, and 41' on the 45' model
- / MCI Super 60 limited warranty



## Interior features.

- / The interior cabin can be customized to satisfy individual business preferences and branding goals.
- / Multi-color LED lighting options throughout the interior create a modern lighting atmosphere to match your school colors.
- / Options such as electrical outlets for personal devices, Wi-Fi, satellite television, refreshment galleys and multi-screen video packages for viewing media and team footage.
- / Interior cabin designed in collaboration with longtime partner BMW Groups Designworks.
- / Seating configurations that go beyond the standard, offering roomier options worthy of your biggest athletes.



Tiered theatre seating.



Spiral entryway.



Entrance door LED welcome light with customizable school-specific logo to welcome your passengers onboard.



## Team MCI.

Our relentless focus on customer care means that from the moment your coach hits the road, we're with you:



Comprehensive support that includes in-field expertise, technical call center and 24/7 roadside assistance.



Ongoing technical training from the industry's only Automotive Service Excellence (ASE) accredited MCI Academy technician training center.



Customizable programs to fit your financial needs through NFI Financial Solutions™.



Parts support from NFI Parts™, the industry's largest parts supplier.



MCI Service Center - from routine maintenance and warranty to complex troubleshooting, you'll find all the help you need.

## Low + zero-emission.



### Zero-emission J-Series

The MCI J4500 CHARGE™ battery-electric coaches offer zero-emissions transportation, while delivering high-capacity coach transportation.



### Low-emission

All clean diesel coaches comply with EPA low emission standards, so you and your students can feel good about your role in protecting the environment — on a per passenger basis, our clean-diesel coaches offer lower emissions than any current hybrid car.

## High tech safety systems.

- ✓ Patented Digital Wheel End Sensing (DWES) systems that help measure wheel end temperatures that monitor individual wheel ends for potential issues.
- ✓ Optional next-generation 360° Camera that provides a bird's-eye view around the entire coach to significantly aid vision while maneuvering at low speeds.
- ✓ Collision mitigation technology including stationary object detection and lane departure warnings.



**Exhibit B**  
James Madison University

Date: 5/14/2026  
Spec #: C-19746

Quantity: 1  
Customer #

Customer Order #

**MCI J3500 (MY2027)**

| Feature/Option #                | Feature/Option Title                                                                                                 | Qty |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------|-----|
| <b><u>Standard Features</u></b> |                                                                                                                      |     |
| Standard                        | Semi-monocoque low-corrosion stainless steel frame                                                                   | 1   |
| Standard                        | Composite exterior body panels                                                                                       | 1   |
| Standard                        | Sedan style entrance door                                                                                            | 1   |
| Standard                        | Front & rear energy absorbing bumpers                                                                                | 1   |
| Standard                        | Double glaze side sash for driver's & entrance doors                                                                 | 1   |
| Standard                        | MCI exclusive spiral entrance stairway with aluminum step nosing                                                     | 1   |
| Standard                        | BE-GE 3-point driver seat                                                                                            | 1   |
| Standard                        | Scissor style powered windshield blinds                                                                              | 1   |
| Standard                        | Keyed alike exterior door locks                                                                                      | 1   |
| Standard                        | First aid kit                                                                                                        | 1   |
| Standard                        | Chemical lavatory with Granicote interior finish                                                                     | 1   |
| Standard                        | Heavy duty SST ball lavatory dump valve                                                                              | 1   |
| Standard                        | Additional air vent in LH front parcel rack for driver                                                               | 1   |
| Standard                        | Additional conditioned air vent into lavatory                                                                        | 1   |
| Standard                        | Electric baggage door locks                                                                                          | 1   |
| Standard                        | Flat composite baggage bay floors                                                                                    | 1   |
| Standard                        | Provisions for destination sign                                                                                      | 1   |
| Standard                        | Cummins X12 engine w/Allison B500 transmission                                                                       | 1   |
| Standard                        | Bendix ADB22X disc brakes                                                                                            | 1   |
| Standard                        | Unitized Wheel End (UWE) bearings on all axles                                                                       | 1   |
| Standard                        | ZF independent front axle suspension system with premium Sachs shocks and wide stance drive axle 1 suspension system | 1   |
| Standard                        | MCI Dynamic Suspension System (MDSS), includes full high/low rise & kneeling features                                | 1   |
| Standard                        | Variable assistance power steering                                                                                   | 1   |
| Standard                        | Maintenance air supply located at the front and rear of coach                                                        | 1   |
| Standard                        | Doga electric windshield wipers                                                                                      | 1   |
| Standard                        | 164 gallon diesel tank                                                                                               | 1   |
| Standard                        | 15 gallon DEF tank                                                                                                   | 1   |
| Standard                        | Bitzer A/C compressor                                                                                                | 1   |
| Standard                        | R134a refrigerant                                                                                                    | 1   |
| Standard                        | Brushless evaporator and condenser motors                                                                            | 1   |
| Standard                        | Swing-out RAD/CAC module with E-fans                                                                                 | 1   |
| Standard                        | Standard Electronic manuals only (Thumb Drive)                                                                       | 1   |
| Standard                        | Automatic Traction Control System (ATC)                                                                              | 1   |
| Standard                        | SmarTire Tire Monitoring System                                                                                      | 1   |
| Standard                        | Electronic Stability Program (ESP)                                                                                   | 1   |
| Standard                        | Amerex Fire Suppression System                                                                                       | 1   |
| Standard                        | 4-channel Antilock Braking System (ABS)                                                                              | 1   |

Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Spec #: C-19746

Printed by Steve Weiss on: 5/14/2026



|          |                                                                                                                                                 |   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Standard | Digital Wheel End Sensing system (DWES)                                                                                                         | 1 |
| Standard | Parcel Rack Tether System                                                                                                                       | 1 |
| Standard | 3-Point Passenger Seat Belts (FMVSS210)                                                                                                         | 1 |
| Standard | Rollover standard compliance (FMVSS 227)                                                                                                        | 1 |
| Standard | Parker-Vansco Multiplexing System                                                                                                               | 1 |
| Standard | Continental Multi-Function Instrument Panel                                                                                                     | 1 |
| Standard | REI Entertainment system including DVD and four 15" wide screen HD monitors                                                                     | 1 |
| Standard | 12V power supplies in driver's area & parcel rack                                                                                               | 1 |
| Standard | LED interior spotlights                                                                                                                         | 1 |
| Standard | Dual Cummins 180 Amp brushless alternators                                                                                                      | 1 |
| Standard | Exterior LED lighting includes: headlights, fog lamps, turning indicators, marker/clearance, brake, reverse, and 1 daytime running lights (DRL) | 1 |
| Standard | LED baggage bay lights                                                                                                                          | 1 |
| Standard | Electronic cruise control                                                                                                                       | 1 |
| Standard | Progressive engine brakes (2/4/6 cylinder)                                                                                                      | 1 |
| Standard | Back-up alarm                                                                                                                                   | 1 |

**Coach Dimensions**

|                         |                        |
|-------------------------|------------------------|
| Overall length:         | 35.7 ft / 10.85 m      |
| Wheelbase:              | 228.8 in / 5.81 m      |
| Overall width:          | 102 in / 2.59 m        |
| Height to roof hatches: | 140.75 in / 3.58 m     |
| Front overhang:         | 78.25 in / 1.99 m      |
| Rear overhang:          | 120.29 in / 3.07 m     |
| Turning radius:         | 32 ft 10 in / 10 m     |
| GVWR:                   | 42,000 lbs/19,050 kg   |
| Front GAWR:             | 14,500 lbs / 6,577 kg  |
| Drive GAWR:             | 27,500 lbs / 12,474 kg |

**Certifications / Compliances**

|          |                                                               |   |
|----------|---------------------------------------------------------------|---|
| 1.00.103 | ENGINE CERTIFICATION – EPA CERTIFIED WITH EPA & CARB WARRANTY | 1 |
|----------|---------------------------------------------------------------|---|

**Engine & Engine Accessories**

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1.01.311   | CUMMINS L9 360 HP, 1150 LB-FT ENGINE                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |
| 1.02.509.2 | CUMMINS EXTENDED COVERAGE PROTECTION PLAN I - L9 - 5 YEARS / 300,000 MILES IS PROVIDED SOLELY BY CUMMINS INC. AND SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE CUMMINS EXTENDED COVERAGE PLAN. AFTERTREATMENT COMPONENTS ARE NOT INCLUDED IN THE CUMMINS EXTENDED COVERAGE PLAN. MCI'S OBLIGATION IS LIMITED TO PURCHASING THE COVERAGE FROM CUMMINS, INC. ON BEHALF OF BUYER. SEE CUMMINS EXTENDED COVERAGE PLAN (PLAN 1 BULLETIN 313418) |   |
| 1.02.510.2 | CUMMINS EXTENDED COVERAGE: AFTERTREATMENT COVERAGE FOR CUMMINS L9 ENGINES 1 5 YEARS / 300,000 MILES IS PROVIDED SOLELY BY CUMMINS INC. AND SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE CUMMINS EXTENDED COVERAGE PLAN. MCI'S OBLIGATION IS LIMITED TO PURCHASING THE COVERAGE FROM CUMMINS, INC. ON BEHALF OF BUYER. SEE CUMMINS EXTENDED COVERAGE PLAN (BULLETIN 313717)                                                                 |   |



|          |                                                                          |   |
|----------|--------------------------------------------------------------------------|---|
| 1.02.608 | ENGINE BLOCK HEATER                                                      | 1 |
| 1.02.804 | EBERSPAECHER HYDRONIC M12 - 42,000 BTU AUXILIARY HEATER (CARB CERTIFIED) | 1 |
| GOVERNOR | GOVERN SPEED - 72 MPH                                                    | 1 |
| STANDARD | ALUMINUM FUEL TANK                                                       | 1 |

**Transmission & Transmission Accessories**

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 2.01.101   | ALLISON B500 GEN VI AUTOMATIC TRANSMISSION WITHOUT RETARDER                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |
| 2.03.101   | ALLISON TRANSMISSION B500 INTERCITY/TOUR EDGE LEVEL I EXTENDED COVERAGE 1 PROVIDING A TOTAL OF FIVE (5) YEARS PROVIDED SOLELY BY ALLISON TRANSMISSION AND SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE ALLISON TRANSMISSION EDGE EXTENDED COVERAGE PLAN. MCI'S OBLIGATION LIMITED TO PURCHASING THE COVERAGE FROM ALLISON TRANSMISSION ON BEHALF OF BUYER. REFERENCE ALLISON TRANSMISSION PUBLICATION NUMBER SE5410EN (2006/07). WITHOUT RETARDER | 1 |
| 2.03.302.1 | TES-668 SYNTHETIC TRANSMISSION OIL FOR B500                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |

**Axle Ratios & Axle Accessories**

|          |                          |   |
|----------|--------------------------|---|
| 3.01.112 | REAR AXLE - RATIO 4.27:1 | 1 |
|----------|--------------------------|---|

**Wheels, Wheel Accessories & Tires**

|          |                                                                                              |   |
|----------|----------------------------------------------------------------------------------------------|---|
| 3.03.106 | ALCOA HUB PILOTED WHEEL POLISHED BOTH SIDES FINISHED IN 22.5 X 9.00 WITH A7 DURABRITE FINISH | 7 |
| 3.04.310 | FACTORY SUPPLIED TIRES - FIRESTONE FS400, SIZE: 315/80R22.5 "L" - RATED,MAX 75 MPH           | 7 |

**Seating & Trim**

|            |                                                             |    |
|------------|-------------------------------------------------------------|----|
| 4.01.2711  | 42 PASS - AMAYA ALPHA MODEL PASSENGER SEATS W/3 POINT BELTS | 1  |
| 4.02.99.10 | ALPHA MCI UPHOLSTERY                                        | 1  |
| 4.02.112   | SELF-RETRACTING FOOTRESTS                                   | 38 |
| 4.02.127.1 | SEAT AISLE LIGHTS TO BE BLUE LED                            | 1  |

**Passenger Accessories**

|          |                           |   |
|----------|---------------------------|---|
| 4.03.103 | HOSTESS TABLE - ROAD SIDE | 1 |
| 4.03.104 | HOSTESS TABLE - CURB SIDE | 1 |

**Driver Seat & Driver Seat Options**

|          |                                                                                            |   |
|----------|--------------------------------------------------------------------------------------------|---|
| 4.04.704 | BE-GE 3110R AIR RIDE DRIVER SEAT W/INTEGRAL 3-POINT SEAT BELT W/ ARMRESTS W/O SEAT 1 ALARM | 1 |
| 4.05.205 | NON PADDED ARMRESTS - BE-GE DRIVERS SEAT                                                   | 1 |

**Interior Colors & Patterns**

*Please refer to section "Selected Upholstery / Fabrics" for details regarding upholstery.*

**Upholstery Options - Rear Interior**

|          |                      |   |
|----------|----------------------|---|
| 4.06.500 | REAR INTERIOR FABRIC | 1 |
|----------|----------------------|---|

**Interior Flooring**



|              |                                                       |   |
|--------------|-------------------------------------------------------|---|
| 4.07.202     | WHITE STANDEE AREA                                    | 1 |
| 4.07.212     | WHITE STEP NOSING                                     | 1 |
| 4.07.421     | TARABUS FLOORING                                      | 1 |
| 4.07.421.007 | FLOORING COLOR - TARABUS GAYA WOOD NT 6057 EVERGLADES | 1 |

**Lavatory & Lavatory Accessories**

|          |                                           |   |
|----------|-------------------------------------------|---|
| 5.01.202 | CHEMICAL TYPE LAVATORY WITHOUT WASH BASIN | 1 |
|----------|-------------------------------------------|---|

**Audio / Video Options**

|            |                                                 |   |
|------------|-------------------------------------------------|---|
| 5.03.114   | AM/FM/CD/DVD TUNER, REI                         | 1 |
| 5.03.236.1 | FOUR 15" 16:9 ASPECT RATIO HD LCD MONITORS, REI | 1 |
| 5.03.237   | MEDIA PANEL, REI                                | 1 |
| 5.03.239   | 360 CAMERA SYSTEM, BRIGADE                      | 1 |

**Parcel Rack Options**

|          |                   |   |
|----------|-------------------|---|
| 5.04.101 | PARCEL RACK DOORS | 1 |
|----------|-------------------|---|

**Miscellaneous Interior**

|          |                              |   |
|----------|------------------------------|---|
| 5.05.101 | PASSENGER SIDE WINDOW BLINDS | 1 |
|----------|------------------------------|---|

**Wheelchair Lift**

|          |                         |   |
|----------|-------------------------|---|
| STANDARD | WITHOUT WHEELCHAIR LIFT | 1 |
|----------|-------------------------|---|

**Sash & Glass**

|          |                                             |   |
|----------|---------------------------------------------|---|
| 6.02.102 | DOUBLE GLAZED SIDE PASSENGER SASH - PLASMAN | 1 |
|----------|---------------------------------------------|---|

**Miscellaneous Exterior Accessories**

|          |                          |   |
|----------|--------------------------|---|
| 6.05.101 | MIRRORS, BLACK           | 1 |
| 6.05.104 | FRONT LICENSE PLATE RAIL | 1 |

**Destination Signs**

|            |                                          |   |
|------------|------------------------------------------|---|
| 6.06.107   | AESYS ELECTRONIC DESTINATION SIGN        | 1 |
| 6.06.TBA.1 | CUSTOMER WILL PROGRAM THEIR OWN READINGS | 1 |

**Paint & Lettering**

|          |                                     |   |
|----------|-------------------------------------|---|
| 6.07.107 | ALL WHITE PAINT SCHEME (N5793)      | 1 |
| STANDARD | EXTERIOR PAINT - WITHOUT CLEAR COAT | 1 |

**Decals - Interior & Exterior**

|          |                                                                   |   |
|----------|-------------------------------------------------------------------|---|
| 6.08.109 | EMERGENCY EXIT DECALS - ENGLISH/SPANISH                           | 1 |
| 6.08.112 | LAVATORY DECALS - ENGLISH/SPANISH                                 | 1 |
| STANDARD | SEAT RESERVATION MARKERS - ENGLISH/SPANISH/FRENCH - SHIPPED LOOSE | 1 |
| 6.08.203 | VIN PLATE - US                                                    | 1 |
| 6.08.209 | WITHOUT EXTERIOR FLEET NUMBER(S) & LEGAL LETTERING                | 1 |

**Instrumentation**

7.02.102 IMPERIAL GAUGES - USA 1

**Interior Lighting**

7.03.109 LED HANDRAIL LIGHTING 1

7.03.110 LED STEPWELL LIGHTING 1

**Exterior Lighting**

STANDARD CONVERSION STYLE FRONT CORNERING LAMPS 1

STANDARD LED HEADLIGHTS 1

7.04.108 DRIP RAIL MOUNTED LED OVERHEAD LIGHTING 1

**Electrical & Miscellaneous Electrical Accessories**

7.05.112 SECURITY START FEATURE W/ROCKER IGNITION (STEPWELL LIGHT) 1

7.05.128.1 POWER OUTLETS W/110 VOLT DUPLEX PLUGS WITH TWO USB PORTS (1X USB TYPE A AND 1X 1  
USB TYPE C), W/4000 WATTS INVERTER INSTALLED IN BATTERY COMPT, OUTLETS AT ALL SEAT  
LOCATIONS.

7.05.131 NFI CONNECT TELEMATICS SYSTEM 1

**Air Recirculation**

8.02.103 AUXILIARY PARCEL RACK A/C 1

STANDARD REMOVABLE THEATER SEATING RETURN AIR INTAKE GRILLES 1

**Additional Standard Features & Equipment**

9.01.101 AMEREX FIRE SUPPRESSION IN ENGINE COMPARTMENT 1

9.01.202 SMARTIRE - TIRE PRESSURE MONITORING SYSTEM 1

**Delivery Location**

10.01.102 DELIVERY TO BLACKWOOD, NJ 1

STANDARD MANUFACTURING SITE - FTG ONLY BUILD 1

**Vehicle Key Code**

Key Code:

**User Defined Specials**

ES4.01.3015 PASSENGER SEATS - J4500, J4500E, J3500 COACHES 1

ES4.04.411 DRIVERS SEAT - J4500, J4500E, J3500 COACHES 1

ES4.06.108 FABRIC ON INTERIOR PANELS OF COACH 1



|              |                                                                  |   |
|--------------|------------------------------------------------------------------|---|
| ES6.05.213   | VEHICLE KEY CODES                                                | 1 |
| ES6.07.107   | EXTERIOR PAINT AND LETTERING - J COACH                           | 1 |
| ES6.08.300   | ELECTRICAL DECALS FRT/REAR JBOXES, BATT COMPT                    | 1 |
| ES6.08.306   | EMERGENCY EXIT INSTRUCTION DECALS - J4500, J4500E, J3500 COACHES | 1 |
| ES7.05.194.2 | PARKER MUX COACH PROGRAMMING                                     | 1 |
| ES7.05.246   | ELECTRICAL CUSTOM CHECKOUT - J COACH                             | 1 |



## Selected Upholstery / Fabrics

### Location

### Description

#### **Passenger Seats**

|                           |                               |
|---------------------------|-------------------------------|
| Headrest Face:            | Morbern PRO-679 Black         |
| Headrest Side Boxing:     | Morbern PRO-679 Black         |
| Cushion and Back Center:  | Morbern PRO-679 Black         |
| Cushion and Back Outside: | Morbern PRO-679 Black         |
| Side Boxing:              | Morbern PRO-679 Black         |
| Back Panel:               | Bustextil Lux Black 57105     |
| Seat Piping:              | No Seat Piping                |
| Luxury Internal Area:     | No Luxury Upholstery          |
| Double Stitching:         | No Double Stitching           |
| Diamond Stitching:        | Large Diamonds - Black Thread |

#### **Driver's Seat**

|                           |                           |
|---------------------------|---------------------------|
| Headrest:                 | Morbern PRO-679 Black     |
| Cushion & Back - Center:  | Morbern PRO-679 Black     |
| Cushion & Back - Outside: | Morbern PRO-679 Black     |
| Side Boxing:              | Morbern PRO-679 Black     |
| Back Panel:               | Bustextil Lux Black 57105 |

#### **General Interior**

|                                 |                                    |
|---------------------------------|------------------------------------|
| Entrance Door:                  | Bustextil Bolster Black 2800 43008 |
| Front Dash Insert:              | Bustextil Bolster Black 2800 34008 |
| Front Side Modesty Panels:      | Bustextil Bolster Black 2800 43008 |
| Passenger Side Modesty Panels:  | Bustextil Bolster Black 2800 43008 |
| Parcel Rack Fabric (Underside): | Bustextil Bolster Black 2800 43008 |
| Sidewall:                       | Bustextil Bolster Black 2800 43008 |
| Ceiling:                        | ABS Panels                         |

#### **General Interior - Rear**

|                          |                                    |
|--------------------------|------------------------------------|
| Lavatory Door:           | Bustextil Bolster Black 2800 43008 |
| Curb Side Lavatory Wall: | Bustextil Bolster Black 2800 43008 |
| Rear Enclosure Panel:    | Bustextil Bolster Black 2800 43008 |

#### **Flooring**

|                    |                                               |
|--------------------|-----------------------------------------------|
| Interior Flooring: | Tarabus Flooring<br>Gaya Wood 6057 Everglades |
|--------------------|-----------------------------------------------|



REMIT TO: MOTOR COACH INDUSTRIES, INC  
ATTN: ACCOUNTS RECEIVABLES/FINANCE  
[REMIT@MCICOACH.COM](mailto:REMIT@MCICOACH.COM)  
106 NATIONAL DRIVE  
ANNISTON AL 36207

BILL TO: ;  
1

SHIP TO:

| INVOICE               |                 |
|-----------------------|-----------------|
| DATE                  | PAGE<br>1 OF 1  |
| PURCHASE ORDER NUMBER |                 |
| ATP                   |                 |
|                       | CONTRACT NUMBER |
| SR-                   | OUR REFERENCE   |
| SALES ORDER NUMBER    |                 |
| CUSTOMER NUMBER       | LOCATION NUMBER |
| BUSPAY                |                 |

| CIA<br>TERMS |            | DUE DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SALESPERSON | CUSTOMER CONTACT | SHIP DATE | SHIP VIA     |  | SHIPPING REFERENCE |            |
|--------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------|-----------|--------------|--|--------------------|------------|
| ITEM<br>NO   | LINE<br>NO | INVOICE DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |                  | QUANTITY  |              |  |                    |            |
|              |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                  | ORDERED   | BACK ORDERED |  | SHIPPED            | UNIT PRICE |
| 1            | 1          | COACH#<br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br>< |             |                  |           |              |  |                    |            |

# CERTIFICATE OF ORIGIN FOR A VEHICLE

**MCI**

DATE

INVOICE NO.

VEHICLE IDENTIFICATION NO.

YEAR OF MANUFACTURE

MAKE

BODY TYPE

SHIPPING WEIGHT

H.P. (S.A.E.)

G.V.W.R.

NO. CYLS.

SERIES OR MODEL

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

**MOTOR COACH INDUSTRIES, INC.**

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

NFA0038984

**PEMBINA, NORTH DAKOTA**

CITY - STATE

|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.<br><b>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| DISTRIBUTION-DEALER<br>ASSIGNMENT NUMBER 1                                                                                                                                                                                                                                                                                                                                                                                                  | NAME OF PURCHASER(S) _____<br>ADDRESS _____<br>I certify to the best of my knowledge that the odometer reading is _____ No Tenths<br>DEALER _____ BY: _____<br><small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small><br>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____<br>State of _____<br>County of _____ Notary Public<br>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DISTRIBUTION-DEALER<br>ASSIGNMENT NUMBER 2                                                                                                                                                                                                                                                                                                                                                                                                  | NAME OF PURCHASER(S) _____<br>ADDRESS _____<br>I certify to the best of my knowledge that the odometer reading is _____ No Tenths<br>DEALER _____ BY: _____<br><small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small><br>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____<br>State of _____<br>County of _____ Notary Public<br>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DISTRIBUTION-DEALER<br>ASSIGNMENT NUMBER 3                                                                                                                                                                                                                                                                                                                                                                                                  | NAME OF PURCHASER(S) _____<br>ADDRESS _____<br>I certify to the best of my knowledge that the odometer reading is _____ No Tenths<br>DEALER _____ BY: _____<br><small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small><br>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____<br>State of _____<br>County of _____ Notary Public<br>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DISTRIBUTION-DEALER<br>ASSIGNMENT NUMBER 4                                                                                                                                                                                                                                                                                                                                                                                                  | NAME OF PURCHASER(S) _____<br>ADDRESS _____<br>I certify to the best of my knowledge that the odometer reading is _____ No Tenths<br>DEALER _____ BY: _____<br><small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small><br>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____<br>State of _____<br>County of _____ Notary Public<br>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ODOMETER DISCLOSURE<br>FOR RETAIL SALE                                                                                                                                                                                                                                                                                                                                                                                                      | Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.<br>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths: <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage.<br><b>WARNING ODOMETER DISCREPANCY</b><br>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____<br>Printed Name(s) of Seller(s) <b>MCI</b> Dealer's No. <b>DLR35646</b> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____<br>Signature of Purchaser(s) _____<br>Printed Name(s) of Purchaser(s) _____ Notary Public<br>Company Name (If Applicable) _____ State of _____<br>Address of Purchaser(s) _____ County of _____<br>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION |
| LIENHOLDER                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1st lien in favor of _____<br>whose address is _____<br>2nd lien in favor of _____<br>whose address is _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

REV. 8/2015



## ODOMETER DISCLOSURE STATEMENT

Motor Coach Industries, Inc. states that the odometer on the \_\_\_\_\_ MCI J4500 Vehicle Identification Number \_\_\_\_\_ manufactured for \_\_\_\_\_ is \_\_\_\_\_ and to the best of our knowledge reflects the actual mileage of the vehicle described herein.

---

**Date:**



# Request for Proposal

## **RFP# JBM-1259**

**Compact Motorcoach Buses**

**May 1, 2026**



# ***REQUEST FOR PROPOSAL***

## ***RFP# JBM-1259***

**Issue Date:** May 1, 2026  
**Title:** Compact Motorcoach Buses  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on May 19, 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-1259*

## ***TABLE OF CONTENTS***

|       |                                                      |      |    |
|-------|------------------------------------------------------|------|----|
| I.    | PURPOSE .....                                        | Page | 1  |
| II.   | BACKGROUND .....                                     | Page | 1  |
| III.  | SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION ..... | Page | 1  |
| IV.   | STATEMENT OF NEEDS .....                             | Page | 1  |
| V.    | PROPOSAL PREPARATION AND SUBMISSION .....            | Page | 3  |
| VI.   | EVALUATION AND AWARD CRITERIA .....                  | Page | 6  |
| VII.  | GENERAL TERMS AND CONDITIONS .....                   | Page | 7  |
| VIII. | SPECIAL TERMS AND CONDITIONS .....                   | Page | 15 |
| IX.   | METHOD OF PAYMENT .....                              | Page | 20 |
| X.    | PRICING SCHEDULE .....                               | Page | 20 |
| XI.   | ATTACHMENTS .....                                    | Page | 21 |
|       | A. Offeror Data Sheet                                |      |    |
|       | B. SWaM Utilization Plan                             |      |    |
|       | C. Sample of Standard Contract                       |      |    |
|       | D. Zone Map                                          |      |    |
|       | E. VHEPC PAC Agreement                               |      |    |
|       | F. SWaM Standard Reporting Template                  |      |    |

## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide new compact Motorcoach Buses on an as needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

The University often needs to purchase Compact Motorcoach Buses on an “as needed basis.” These Motorcoaches support travel for the University to athletic contests along with academic-related events.

This procurement is part of ongoing efforts to increase the quality of life for students, faculty, and staff at James Madison University.

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

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

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

## **IV. STATEMENT OF NEEDS**

### **GENERAL REQUIREMENTS:**

1. Describe catalog of vehicle your firm can offer. Provide descriptive literature, specifications, and pictures.  
\*Please include pictures of similar buses supplied to other University customers.
2. Describe available warranties and associated costs.

3. Describe approximate delivery time (from date of order to delivery).
4. Describe how warranty and recall issues are addressed.
5. Describe space capacity of Motorcoach; to include (seating, overhead, cargo, etc.).
6. Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University.
7. Describe communications and entertainment (i.e. DIRECTV) systems along with "marquee (Mobile Lite) notification" on Motorcoach.

**SPECIAL REQUIREMENTS:**

1. Vendor shall be an authorized seller/reseller of vehicles. Vehicles are to be new and subject to prior approval and demo from James Madison University personnel. Unless, specific requests for alternative options are made by university personnel.
2. Vendor should be able to provide a motorcoach with specifications equivalent to or exceeding those of a Tamsa T-30/35 Compact sized coach. (<https://www.tamsa.com/en/products/detail/ts-30/199/290/0>)
3. Vendor shall list contact information for customer service and primary sales representative.
4. Vendor shall identify and specify firm delivery date of vehicle to James Madison University.
5. Motorcoach shall have lavatory accessibility
6. If multiple engine (*diesel*) sizes are available, pricing shall reflect costs for each size available.
7. Motorcoach shall have an automatic transmission.
8. Motorcoach shall have a camera system.
9. Motorcoach shall meet or exceed federal Department of Transportation (DoT) requirements.
10. Vendor shall provide fuel efficiency rating.
11. Vendor shall provide examples of the following as part of the proposal:  
*\*If awarded, these items shall be provided at the time of purchase*
  - Dealer Invoice
  - Certificate of Origin
  - Mileage/Odometer Statement
  - Warranty Card/Booklet
  - Copy of Manufacturer Build Sheet
  - Copy of Operator's Manual
12. Vendor shall list the passenger space and comfort options.
  - Outlets at each row of seats
  - Enclosed parcel racks
  - Front and Side Destination Signs

- Rear Power Plug- Block Heater
- E-Mirrors

13. Vendor shall list the amount of luggage space.
14. Vendor shall describe driver area and driver experience.
15. Vendor shall list the Mirror Options (regular vs. e-mirror).
16. Vendor shall list parcel rack specifications.
17. Vendor shall list Super single axle vs. dual rear axle.
18. Upon award of contract vendor shall meet with University personnel to further verify specific Motorcoach requirements before purchase orders are issued.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

**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) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
  - ii. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 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’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. 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   | 25            |
| 3. Specific plans or methodology to be used to perform the services           | 20            |

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses | 10        |
| 5. Cost                                                              | 20        |
|                                                                      | <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 eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

(including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent 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. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. EXTRA CHARGES NOT ALLOWED: The proposed price shall be for complete installation ready for James Madison University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- S. MAINTENANCE MANUALS: The contractor shall also provide James Madison University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to James Madison University upon completion of the work and prior to final payment.
- T. ORDERING OPTION: James Madison University, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- U. ORDER OF PRIORITY: In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.
- V. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- W. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936.

- X. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to James Madison University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- Y. ADDITIONAL INFORMATION: James Madison University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which James Madison University deems desirable.

## IX. METHOD OF PAYMENT

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

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

## X. PRICING SCHEDULE

The offeror shall provide 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.

The offeror shall provide their discount structure of percentage (%) off "manufacturer listing pricing" along with pricing for all additional products and services included in proposal indicating any possible on-going maintenance costs and additional services listed separately.

| Description                                                                                                                                                                                                                              | Unit Price or % Discount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Compact Motorcoach Bus:                                                                                                                                                                                                                  |                          |
| Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs (please add any line items accordingly to your firm's Pricing table): | \$                       |

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: VHEPC PAC

Attachment F: SWaM Standard Reporting Template

## 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<br>PERSON/PHONE # |
|--------|-------------------|---------|---------------------------|
|--------|-------------------|---------|---------------------------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

|  |
|--|
|  |
|  |
|  |
|  |

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

[ ] YES [ ] NO

IF YES, EXPLAIN: \_\_\_\_\_

|  |
|--|
|  |
|  |
|  |

## ATTACHMENT B

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

**Offeror Name:** \_\_\_\_\_ **Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

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

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

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer: \_\_\_\_\_

\_\_\_\_\_ Firm

\_\_\_\_\_ Address

\_\_\_\_\_ Contact Person/No.

| Sub-Contractor's<br>Name and Address | Contact Person &<br>Phone Number | SBSD<br>Certification<br>Number | Services or<br>Materials Provided | Total Subcontractor<br>Contract Amount<br>(to include change orders) | Total Dollars Paid<br>Subcontractor to date<br>(to be submitted with request for<br>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><br>George Mason University (Fairfax)              | <b><u>Zone 2</u></b><br>James Madison University (Harrisonburg)                                                                                                                                | <b><u>Zone 3</u></b><br>University of Virginia (Charlottesville)                                              |
| <b><u>Zone 4</u></b><br>University of Mary Washington (Fredericksburg) | <b><u>Zone 5</u></b><br>Christopher Newport University (Newport News)<br>College of William and Mary (Williamsburg)<br>Norfolk State University (Norfolk)<br>Old Dominion University (Norfolk) | <b><u>Zone 6</u></b><br>Virginia Commonwealth University (Richmond)<br>Virginia State University (Petersburg) |
| <b><u>Zone 7</u></b><br>Longwood University (Farmville)                | <b><u>Zone 8</u></b><br>Virginia Military Institute (Lexington)<br>Virginia Tech (Blacksburg)<br>Radford University (Radford)                                                                  | <b><u>Zone 9</u></b><br>University of Virginia - Wise (Wise)                                                  |

## ATTACHMENT E

### AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY<sup>st/nd</sup>] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the “University”), and [VENDOR NAME], (“Vendor”).

#### TERM

The term of this Agreement shall begin [Date] to [Date] with [Number] of [Number] year renewal options, and an expected final expiration date of [Date]. This end date coincides with the Primary Agreement’s [Agreement Number] end date.

#### WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

#### I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

#### II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor’s logo on the Consortium website

#### III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
c/o VHEPC  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]  
[Vendor]  
[Address]  
[City, State, Zip]  
Email: [Vendor Email]  
Fax: [Fax]

## ACCEPTANCE

**For James Madison University**

**For [Vendor]**

\_\_\_\_\_  
[Lead Proc]

[Lead Job Title]

\_\_\_\_\_  
[Vendor Contact]

[Vendor Contact Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreement #: [JMU Contract Number]-PAC

SAMPLE

**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-1259**

**DATE DUE: 05/19/2026 @ 2:00 p.m.**

**Response Checklist:**

- ☐ Completed RFP (Answered questions on the statement of needs section, Pgs. 1-3 and completed Pricing Schedule, Pg.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)

## James Madison University - SWaM Subcontracting Expenses - Goods &amp; Services Projects

|                                                 |                   |
|-------------------------------------------------|-------------------|
| <b>JMU Contract Number:</b>                     | "contract number" |
| <b>Name of Prime Contractor:</b>                | "name"            |
| <b>SWAM Reporter Contact:</b>                   | "contact name"    |
| <b>SWAM Reporter Contact E-mail:</b>            | "e-mail"          |
| <b>SWAM Reporter Contact Phone:</b>             | "phone"           |
| <b>Prime Contractor Fed. Tax ID:</b>            | "FEIN"            |
| <b>Prime Contractor SWAM #: (if applicable)</b> | "cert #"          |

| Certification Types |                                                       |
|---------------------|-------------------------------------------------------|
| <b>MB</b>           | Minority-Owned Business                               |
| <b>WB</b>           | Women-Owned Business                                  |
| <b>O</b>            | Micro Business                                        |
| <b>SDV</b>          | Service Disabled Veteran                              |
| <b>SB</b>           | Small Business                                        |
| <b>ESO</b>          | Employment Service Organization                       |
| <b>8(a)</b>         | 8(A)                                                  |
| <b>EDWOSB</b>       | Economically Disadvantaged Woman Owned Small Business |
| <b>FSDV</b>         | Federal Service Disabled Veteran                      |
| <b>DBE</b>          | Disadvantaged Business Enterprise                     |
| <b>ACDBE</b>        | Airport Concession Disadvantaged Business Enterprise  |

\*Subcontractor Reporting Form must be completed and submitted quarterly to [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) *\*Payment may be withheld by terms of the contract if complete and accurate information is not submitted*  
 \*For questions or concerns contact Phillip Ewell ([swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) or 540-568-7999)

[illegible]