



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU7562

This contract entered into this 24th day of August 2026, by Partner's Excavating Co, 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 October 26, 2026, through October 25, 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 ADL-1261 dated May 4, 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 June 3, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated August 5, 2026

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

CONTRACTOR:

By: Frank Oncken
(Signature)

Frank Oncken
(Printed Name)

Title: CFO

PURCHASING AGENCY:

By: Aaron Largent
(Signature)

Aaron Largent
(Printed Name)

Title: Buyer Senior, VCCO

Negotiation Summary

1. Contact information for Snow Removal Operations team:

Jerry Hilbert (540) 908-6825 (Logistics Manager)

2. Pricing Schedule:

Description	Anticipated Qty Needed	Unit Price of Equipment w/ Operator
Snow Removal Rate	-	\$79.00 / hour
Shoveling Rate	-	\$79.00 / hour
Full Size 4-Wheel Drive Backhoe	4	\$196.00 / unit
Full Size Wheel Loaders (4 Wheel Drive w/ large buckets)	2	\$216.00 / unit
Tandem Wheel Dump Trucks	3	\$196.00 / unit
Dump Truck (haul away snow)	3	\$150.00 / unit
Track Skid Steer w/ Front End Blade	3	\$183.00 / unit
Mobilization Fee		\$1200 per Mob

3. Partner's Excavating shall be compensated at a rate of **\$70.00 per hour per employee** for standby time when employees are present on site and required to wait for a snow event to occur or for further direction to commence snow removal services. Standby time shall be documented and approved by the Agency's authorized representative.
4. Pricing is set and no additional costs will be billed to University except that which is specified.
5. Invoicing shall be broken down based on hours per lot and equipment utilized.
6. 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.

**RFP # ADL-1261, Snow Removal Services
Negotiation Summary for
Partners Excavating Co
August 5, 2026**

7. Parties agree that this Negotiation Summary modifies RFP # ADL-1261 and the Contractor's initial response to RFP # ADL-1261, and in the event of conflict this negotiation summary shall take precedence.
8. Contractor agrees that all exceptions taken within their initial response to RFP # ADL-1261 that are not specifically addressed within this negotiation summary are null and void.
9. Contractor shall agree to the annual increase amount based on the CPI-W scale, other services category, per renewal.



P.O. Box 2098
Harrisonburg, VA 22801
Phone: (540) 433-1475

Proposal

RFP# ADL-1261

Snow Removal Services

Submitted to James Madison University
June 3, 2026.
Bids are due by 2:00 PM

PROPOSAL

RFP # ADL-1261

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REQUEST FOR PROPOSAL

RFP# ADL-1261

Issue Date: May 4, 2026
Title: Snow Removal Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on June 03, 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: Aaron Largent, Buyer Senior, Procurement Services, Largenad@jmu.edu; 540-568-4160; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

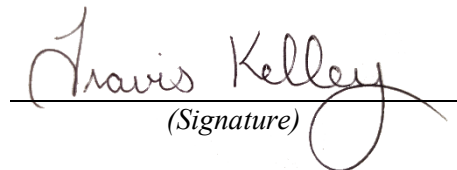
Name and Address of Firm:

Partners Excavating Co.

P.O. Box 2098

Harrisonburg, VA 22801

By:


(Signature)

Name: Travis Kelley

(Please Print)

Date: June 3, 2026

Title: Estimator

Web Address: www.partners-excavating.com

Phone: (540) 433-1475 Ext. 102

Email: travis@partners-excavating.com

Fax #: (540) 433-7034

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.

I. RESPONSES TO STATEMENT OF NEEDS (Plan and Methodology)

A. Services:

1. Partners Excavating shall safely clear the following lots of snow:
 - a. Resident Student Lots – R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R12, R13, R14, R15, R16, R17, R18, R19, R20
 - b. Commuter Student Lots – C3, C4, C5, C7, C8, C9, C10, C12, C13, C15, C16, Convo A, Convo B, Convo E, Convo D, Convo F
 - c. Cantrell Avenue Parking Deck on Martin Luther King Jr. Way
 - d. Other area's at universities request
2. Partners Excavating agrees that JMU reserves the right to add/delete areas needing snow removal during the term of this contract.
3. Partners Excavating agrees that all quantities are approximate – depending upon weather conditions, personnel, additional (or fewer) pieces of equipment may be required – there is no guarantee of the amount of work to be performed on this contract.
4. All snow shall be removed and cleared in a manner that does not block drop inlets, drains, hydrants or dumpster access, and that minimizes the occupation of parking spaces when possible. In the event of excessive accumulations, Partners Excavating may be asked to remove snow from those locations where snow cannot be adequately dispersed. Snow shall be dispersed in a manner that shall not block egress through driveways, parking lots, sidewalks and steps. JMU personnel will inform Partners Excavating as to appropriate locations to “stock pile” snow (on grass areas adjacent to parking areas, etc.). Extreme care shall be taken to avoid covering or damaging plants, shrubs, trees, sign posts, concrete bumper blocks, chains and fencing with snow and/or equipment.
5. Partners Excavating's personnel shall exercise caution at all times to ensure the safety of persons and property. Safety provisions shall be strictly observed.
6. Partners Excavating's personnel shall wear a safety vest/garment during operational times on JMU grounds; including anytime the driver/operator is out of the vehicle.
7. Partners Excavating's personnel must have a valid driver's license to operate machinery on JMU grounds.
8. Partners Excavating's personnel shall arrive at the designated time set forth by a JMU authorized employee, and shall “check-in” and “check-out” with the designated JMU staff upon arrival and departure. Partners Excavating's personnel shall stay on location until released by JMU.
9. Partners Excavating shall be responsible for establishing schedules so that any individual driver/operator is not permitted to work more than 14 consecutive hours (to include standby) without having at least a 6-hour break. If the duration of the snow event requires it, Partners Excavating shall ensure that properly trained and licensed relief driver(s)/operator(s) are available to sustain 24-hour operations.
10. Partners Excavating shall coordinate snow removal and confirm with Frankie Lucas, Assistant Director of Environmental Services, or a JMU representative appointed by Frankie.

B. Equipment:

1. Partners Excavating agrees that JMU reserves the right to add/delete equipment as necessary during the term of this contract.
2. JMU shall not be responsible for loss or damage of Partners Excavating's Supplies, tools and/or equipment.
3. All Partners Excavating equipment shall be equipped with "Back-up Alarms".
4. Per the current Virginia Work Area Protection Manual (WAPM) each Partners Excavating vehicle involved in a moving/mobile operation shall be equipped with at least one (1) rotating amber light or high intensity amber strobe light. Vehicle hazard warning lights can be used as a supplement on JMU grounds.
5. Partners Excavating's equipment shall be maintained and in good working order, and compliant with Virginia State Inspection and Licensing requirements, laws and standards.
6. Partners Excavating shall be responsible for materials (chains, sand, tools, etc..) that ensure functionality of vehicles in relation to the given weather.
7. Partners Excavating shall be responsible for properly securing equipment and materials on their vehicles at all times.
8. Partners Excavating shall obtain approval for any proposed substituted equipment prior to placing that equipment in operation.
9. The Track Skid Steer listed in (Partners Excavating pricing schedule) has a minimum of 99 HP, 68" Width and 6,000 lb. operating weight. It is "Spring Operated" and equipped with blade and operator enclosure to protect operator from the freezing temperatures.

C. Pricing/Invoicing:

1. Partners Excavating agrees to provide desired pricing breakdowns as requested. Please see attached sample invoice.

Offerors shall provide a detailed response to the following:

1. *Describe contractor's personnel experience with snow removal.*
Partners Excavating has been removing snow for local businesses and education facilities since before 1985 and continues to do so.
2. *Describe contractor's personnel experience with snow removal in parking lots with vehicles parked.*
As mentioned above, since before 1985, Partners Excavating has successfully been the contractor of choice for several businesses and education facilities, removing snow, not only from vacant lots, but by removing snow from lots where vehicles are parked.
3. *Describe experience and access to the equipment suggested to perform snow removal services.*
Partners Excavating currently has 17 skid loaders that could be used for snow removal, as well as a team of operators and drivers to supply around the clock services. In the winter of 2025/2026, the snow removal on-call list included 54 names.
4. *Please propose additional equipment that may be necessary to perform snow removal services.*
Partners Excavating also owns Ventrac's, excavators, backhoes, and gradalls that could be utilized.
5. *Please provide JMU Representatives with a phone number(s) where someone can be reached 24/7 – (not a machine).*

Brad Hilbert, Operations Manager
Cell Phone: (540) 578-3894

Jerry Hilbert, Logistics Manager
Cell Phone: (540) 908-6825

Company Profile

Partners Excavating Company began as a partnership in November of 1975 and was incorporated in October of 1986 with Carl Berkey as president and sole owner. In June of 1987, we moved to our new location on a five-acre site just south of Harrisonburg, Virginia. In 2010, Carl's son, Seth Berkey, took over as the president of the company

Partners Excavating Company offers total site preparation—including installation of underground utilities and asphalt paving. Project bids range from several thousand dollars to over \$20 million and include bonding capability. We perform a mix of commercial and residential work for both general contractors and individuals.

Partners Excavating Company currently employs 187 people. This exceptionally stable work force combined with our 51 years in business has established Partners Excavating with a solid reputation in Virginia's Shenandoah Valley area for quality workmanship, reliability, and integrity.

While the majority of our work has been concentrated in Harrisonburg, Staunton, and the surrounding cities and counties, we have expanded our services to other areas within the Shenandoah Valley as well as beyond. We are currently performing work in Charlottesville and have recently completed work in Culpeper, at Longwood University and at New River Community College. We would ask that you consider us for your site work needs in any of the above mentioned areas.

PARTNERS EXCAVATING OPERATIONS MANAGER

Brad Hilbert—Operations Manager who can be reached at (540) 578-3894 or email bradh@partners-excavating.com

Brad has been employed by Partners Excavating for 21 years.

Operations Manager:

- Upon Notice to Proceed, Partners Operations Manager will communicate with the Snow Removal Team regarding owner's desire to remove snow from specific lots.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating will perform work in a timely and professional manner, as required.

PARTNERS EXCAVATING LOGISTICS MANAGER

Jerry Hilbert—Logistics Manager who can be reached at (540) 908-6825 or email jerry.hilbert@partners-excavating.com

Jerry has been employed by Partners Excavating for 3 years.

Logistics Manager:

- Assists the Operations Manager, especially when 24 hour snow removal is called for. The Logistics Manager will perform the services below, while the Operations Manager rests.
- Upon Notice to Proceed, Partners Operations Manager will communicate with the Snow Removal Team regarding owner's desire to remove snow from specific lots.
- Partners Excavating will mobilize equipment and labor to job site.
- Partners Excavating will perform work in a timely and professional manner, as required.

PARTNERS EXCAVATING SUPERINTENDENT

Walter Shifflett—Snow Removal Superintendent

Walter has been employed by Partners Excavating for 5 years.

Snow Removal Superintendent:

- Supervises the snow removal teams by visiting multiple lots or areas of work being performed, to make sure operations are running smoothly and safely.
- Problem solves when there is an issue, working closely with the Operations Manager and/or the Logistics Manager.
- Serves as the on-site director and is the “go to” person when the snow removal team has a question.

PARTNERS EXCAVATING SUPERINTENDENT

Forest Hisey—Snow Removal Superintendent

Forest has been employed by Partners Excavating for 8 years.

Snow Removal Superintendent:

- Supervises the snow removal teams by visiting multiple lots or areas of work being performed, to make sure operations are running smoothly and safely.
- Problem solves when there is an issue, working closely with the Operations Manager and/or the Logistics Manager.
- Serves as the on-site director and is the “go to” person when the snow removal team has a question.

PARTNERS EXCAVATING TEAM LEADER / OPERATOR

Cory Ours—Snow Removal Team Leader / Operator

Cory has been employed by Partners Excavating for 6 years.

Snow Removal Team Leader / Operator:

- Assists the Superintendent, by being the “point man” that stays on site, operating equipment, and ensuring that the team is following orders from the Superintendent, who bounces from lot to lot, and is not always present.
- Assists in problem solving when there is an issue, working closely with the Snow Removal Superintendent.
- Serves as the on-site “go to” person when the Snow Removal Superintendent is at a different lot or not currently present.

PARTNERS EXCAVATING TEAM LEADER / OPERATOR

Chris Cox—Snow Removal Team Leader / Operator

Chris has been employed by Partners Excavating for 23 years.

Snow Removal Team Leader / Operator:

- Assists the Superintendent, by being the “point man” that stays on site, operating equipment, and ensuring that the team is following orders from the Superintendent, who bounces from lot to lot, and is not always present.
- Assists in problem solving when there is an issue, working closely with the Snow Removal Superintendent.
- Serves as the on-site “go to” person when the Snow Removal Superintendent is at a different lot or not currently present.
- Additionally, Chris also serves as an equipment hauler with his CDL A. He delivers the equipment to the site when called upon.

VASCUPP MEMBER SALES OVER THE LAST 12 MONTHS

VASCUPP Member	Project	General Contractor	Amount
James Madison University	JMU ECPP Demo	Nielsen Construction	\$386,823.00
	JMU ECPP Ph2	Nielsen Construction	\$625,378.77
	JMU Various:		\$739,654.90
	JMU Carrier Library	Kjelstrom & Lee:	\$1,320,831.95
	JMU MH31	Southern Air	\$180,711.00
	JMU Bluestone Gifford Hall	Riddleberger Bros.	\$255,530.00

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.

		<i>Hourly</i>
Description	Anticipated Qty Needed	Unit Price of Equipment w/ Operator
Snow Removal Rate	-	\$ 79.00 /hour
Shovel Rate	-	\$ 79.00 /person per hour
Full Size 4-Wheel Drive Backhoe	4	\$196.00 / unit
Full Size Wheel Loaders (4 Wheel Drive w/ large buckets)	2	\$ 216.00 /unit
Tandem Wheel Dump Trucks	3	\$196.00 /unit
Dump Truck (haul away snow)	3	\$ 150.00 /unit
Track Skid Steer w/ Front End Blade	3	\$183.00 /unit
Additional Equipment		
Mobilization Fee		\$1,200.00 / per mob.

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

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 51 Months 7

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 #
James Madison University	22 Years	Harrisonburg, VA 22807	Frank Lucas (540) 560-2025
Nielsen Construction	25 Years	3588 Early Rd. Harrisonburg, VA 22801	Thomas Moomaw (540) 434-7376
Harman Construction	26 Years	1024 Pleasant Valley Rd. Harrisonburg, VA 22801	Wayne Witmer (540) 434-4459
City of Harrisonburg	15 Years	409 South Main Street Harrisonburg, VA 22801	Tom Hartman (540) 434-5928
Kjellstrom & Lee	16 Years	23 Myers Corner Drive Staunton, VA 24401	Brent Harlow (540) 885-9980

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

Partners Excavating Co.	Partners Excavating Co.	Partners Excavating Co.
P.O. Box 2098	859 Cottontail Trail	628 S. Main Street
Harrisonburg, VA 22801	Mt. Crawford, VA 22841	Bridgewater, VA 22812

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: Partners Excavating Co. **Preparer Name:** Travis Kelley

Date: June 3, 2026

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

If yes, certification number: 649647 Certification date: 4/20/2023

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: Snow Removal Services RFP# ADL-1261

Date Form Completed: June 3, 2026

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

Offeror / Proposer:

Partners Excavating Co.

Firm

859 Cottontail Trail, Mt. Crawford, VA 22841

Address

Travis Kelley (540) 433-1475 Ext: 102

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED



INVOICE

P.O. Box 2098 • Harrisonburg, VA 22801
Ph. (540) 433-1475 • Fax (540) 433-7034

To:
James Madison University
Facilities Management
Svcs Bldg Room 207B
MSC 7001

Invoice No: 160929
Invoice Date: 05-26-2026
Customer ID: JAM210

Harrisonburg, VA 22807

Description of Work: Contract #UCPJMU6164

Date	Description	Quantity	Unit	\$ / Unit	Amount
	Contract #UCPJMU6164 - Snow Removal:				
	Mobilization Fee	1.00	ls	920.66	920.66
	1/24-26-1/25/26:				
	JMU R-4 Lot:				
	JD 544L Wheel Loader w/Pusher	4.00	hour	187.15	748.60
	Cat 289 Track Skid Steer w/Pusher	4.50	hour	158.80	714.60
	Case 590 Backhoe w/Pusher	4.50	hour	170.13	765.59
	Subtotal				3,149.45
	-				
	JMU C-12 Lot:				
	Case 590 Backhoe w/Pusher	3.50	hour	170.13	595.46
	Cat 926 Wheel Loader	3.50	hour	187.15	655.03
	John Deere 333G w/Pusher	3.50	hour	158.80	555.80
	Subtotal				1,806.29
	-				
	JMU D-3 Lot:				
	JD 544L Wheel Loader	1.00	hour	187.15	187.15
	Cat 289 Track Skid Steer	0.50	hour	158.80	79.40
	Subtotal				266.55
	-				
	JMU C-10 Lot:				
	JD 544L Wheel Loader w/Pusher	2.00	hour	187.15	374.30
	Case 590 Backhoe w/Pusher	1.00	hour	170.13	170.13
	Subtotal				544.43

JAM210
160929

Subtotal: 5,766.72

VA Sales Tax:

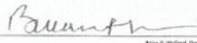
Less Retainage Held:

Date Due: 06-05-2026

Amount Due: \$5,766.72

ALL INVOICES NET 10
2% PER MONTH FINANCE CHARGE ON BALANCES OVER 30 DAYS

[Type here]

COMMONWEALTH of VIRGINIA Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	
EXPIRES ON 11-30-2026	NUMBER 2701021547
 BOARD FOR CONTRACTORS CLASS A CONTRACTOR *CLASSIFICATIONS* H/H	
	  Brian P. Wolford, Director
PARTNERS EXCAVATING CO PO BOX 2098 HARRISONBURG, VA 22801	
Status can be verified at http://www.dpor.virginia.gov	

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

***CLASSIFICATIONS* H/H**
NUMBER: 2701021547 EXPIRES: 11-30-2026

PARTNERS EXCAVATING CO
PO BOX 2098
HARRISONBURG, VA 22801


(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-LIC (02/2017)
(DETACH HERE)

DPOR-PC (02/2017)

[Type here]



PARTEXC-01

MARMSTRONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LD&B Insurance and Financial Services
205 South Liberty Street
Harrisonburg, VA 22801

CONTACT NAME: John W. Riner
PHONE (A/C, No, Ext): (540) 438-4128 FAX (A/C, No): (540) 434-9670
E-MAIL ADDRESS: jriner@ldbinsurance.com

INSURED
Partners Excavating Co.
PO Box 2098
Harrisonburg, VA 22801

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Erie Insurance Company	26263
INSURER B: ERIE INSURANCE EXCHANGE	26271
INSURER C: Erie Insurance Company of New York	16233
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	Q61-0279399	5/10/2025	5/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	Q05-1040042	5/10/2025	5/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	Q29-1070220	5/10/2025	5/10/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Q89-6000112	5/10/2025	5/10/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Request for Proposal

RFP# ADL-1261

Snow Removal Services

May 04, 2026



REQUEST FOR PROPOSAL

RFP# ADL-1261

Issue Date: May 4, 2026
Title: Snow Removal Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on June 03, 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: Aaron Largent, Buyer Senior, Procurement Services, Largenad@jmu.edu; 540-568-4160; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # ADL-1261

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I. PURPOSE

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

II. BACKGROUND

Snow Removal Season is defined as November 1st of each year through April 30th. Snow Removal contracts are important to JMU because with a 785-acre campus it is almost impossible for Facilities to solely manage the workload. The previous contract for snow removal services generated spend for the last 2 snow seasons a total of \$205,638.40. Although there is no guarantee of the amount of work to be performed on this contract, because it is based on the winter weather year to year, this service is an important commodity and essential for the function of JMU.

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

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

A. Services:

1. Listed below are the areas to be cleared. JMU reserves the right to add/delete areas over the course of this contract as needed. A color-coded map can be found at <http://www.jmu.edu/map/index.shtml>
 - a. Resident Student Lots – R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R12, R13, R14, R15, R16, R17, R18, R19, R20
 - b. Commuter Student Lots – C3, C4, C5, C7, C8, C9, C10, C12, C13, C15, C16, Convo A, Convo B, Convo E, Convo D, Convo F
 - c. Cantrell Avenue Parking Deck on Martin Luther King Jr. Way
 - d. Other area's at universities request
2. JMU reserves the right to add/delete areas needing snow removal during the term of this contract.
3. All quantities are approximate – depending upon weather conditions, personnel, additional (or fewer) pieces of equipment may be required – there is no guarantee of the amount of work to be performed on this contract.
4. All snow shall be removed and cleared in a manner that does not block drop inlets, drains, hydrants or dumpster access, and that minimizes the occupation of parking spaces when

- possible. In the event of excessive accumulations, the Contractor may be asked to remove snow from those locations where snow cannot be adequately dispersed. Snow shall be dispersed in a manner that shall not block egress through driveways, parking lots, sidewalks and steps. JMU personnel will inform the Contractor as to appropriate locations to “stock pile” snow (on grass areas adjacent to parking areas, etc.). Extreme care shall be taken to avoid covering or damaging plants, shrubs, trees, sign posts, concrete bumper blocks, chains and fencing with snow and/or equipment.
5. The Contractor’s personnel shall exercise caution at all times to ensure the safety of persons and property. Safety provisions shall be strictly observed.
 6. The Contractor’s personnel shall wear a safety vest/garment during operational times on JMU grounds; including anytime the driver/operator is out of the vehicle.
 7. The Contractor’s personnel must have a valid driver’s license to operate machinery on JMU grounds.
 8. The Contractor’s personnel shall arrive at the designated time set forth by a JMU authorized employee, and shall “check-in” and “check-out” with the designated JMU staff upon arrival and departure. The Contractor’s personnel shall stay on location until released by JMU.
 9. The Contractor shall be responsible for establishing schedules so that any individual driver/operator is not permitted to work more than 14 consecutive hours (to include standby) without having at least a 6-hour break. If the duration of the snow event requires it, the Contractor shall ensure that properly trained and licensed relief driver(s)/operator(s) are available to sustain 24-hour operations.
 10. The coordination of snow removal shall be confirmed with Frankie Lucas, Assistant Director of Environmental Services, or a JMU representative appointed by Frankie.

B. Equipment:

1. JMU reserves the right to add/delete equipment as necessary during the term of this contract.
2. JMU shall not be responsible for loss or damage of Contractor’s Supplies, tools and/or equipment.
3. All equipment shall be equipped with “Back-up Alarms”.
4. Per the current Virginia Work Area Protection Manual (WAPM) each vehicle involved in a moving/mobile operation shall be equipped with at least one (1) rotating amber light or high intensity amber strobe light. Vehicle hazard warning lights can be used as a supplement on JMU grounds.
5. Contractor’s equipment shall be maintained and in good working order, and compliant with Virginia State Inspection and Licensing requirements, laws and standards.
6. Contractor shall be responsible for materials (chains, sand, tools, etc..) that ensure functionality of vehicles in relation to the given weather.
7. Contractor shall be responsible for properly securing equipment and materials on their vehicles at all times.

8. The Contractor shall obtain approval for any proposed substituted equipment prior to placing that equipment in operation.
9. The Track Skid Steer listed in (pricing schedule) should have a minimum of 99 HP, 68" Width and 6,000 lb. Operating Weight. It should be "Spring Operated" and equipped with blade and operator enclosure to protect operator from the freezing temperatures.

C. Pricing/Invoicing:

1. Hourly rates per equipment shall include operator fees (see pricing schedule).
2. Invoicing shall be broken down based on hours per lot and equipment utilized (see Attachment E).
3. Payment shall not be authorized to contractor until invoice breakdown (Attachment E) is completed; no additional fees will be authorized for administrative purposes.

Offerors shall provide a detailed response to the following:

1. *Describe contractor's personnel experience with snow removal.*
2. *Describe contractor's personnel experience with snow removal in parking lots with vehicles parked.*
3. *Describe experience and access to the equipment suggested to perform snow removal services.*
4. *Please propose additional equipment that may be necessary to perform snow removal services.*
5. *Please provide JMU Representatives with a phone number(s) where someone can be reached 24/7 – (not a machine).*

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor

in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under

this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will

publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.

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

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

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

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

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

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; 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 .**
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 .** 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.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves

- the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
 - Q. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
 - R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
 - S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
 - T. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety, and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

IX. METHOD OF PAYMENT

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

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.

		<i>Hourly</i>
Description	Anticipated Qty Needed	Unit Price of Equipment w/ Operator
Snow Removal Rate	-	\$ ____ /hour
Shovel Rate	-	\$ ____ /person per hour
Full Size 4-Wheel Drive Backhoe	4	\$ ____ /unit
Full Size Wheel Loaders (4 Wheel Drive w/ large buckets)	2	\$ ____ /unit
Tandem Wheel Dump Trucks	3	\$ ____ /unit
Dump Truck (haul away snow)	3	\$ ____ /unit
Track Skid Steer w/ Front End Blade	3	\$ ____ /unit
Additional Equipment		
Mobilization Fee		

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: SWaM Sub-contractor Reporting Template

Attachment F: Invoice Breakdown

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

_____ Firm

_____ Address

_____ Contact Person/No.

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

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to 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

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

Reporting Instructions

- 1) Complete all information accurately
- 2) Contact Phillip Ewell (swamreporting@jmu.edu, ewellpw@jmu.edu or 540-568-7999) to discuss questions or concerns with reporting on this form
- 3) Include the Schedule of Values No.(s) that relate to the payments received and being reported on the current reporting (*please note the Schedule of Values number(s) on this report **may not be** the same as the one you are submitting the form with*)
- 4) ALL sub-contractors should be reported, even if they are not currently SWAM certified (*our staff will attempt to contact them to see if they are capable of certifying*)
- 5) The Schedule of Values should be completed entirely with a vendor name included regardless of whether you believe the firm is SWAM or not - this helps for matching between this report and the Schedule of Values - it also helps us to continue to follow up on certifications with vendors that may not be currently certified.
- 6) Suppliers should be reported as they are considered the same as sub-contractors

James Madison University - SWaM Subcontracting Expenses - Goods & Services Projects

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

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

*Subcontractor Reporting Form must be completed and submitted quarterly to 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 or 540-568-7999)

[illegible]

Name[illegible]