



Request for Proposal

RFP# JBM-1260

Tree Planting Services

June 10, 2026



REQUEST FOR PROPOSAL

RFP# JBM-1260

Issue Date: June 10, 2026
Title: Tree Planting 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 July 14, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

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

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

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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 Tree Planting 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 three (3) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 23,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

The area of work will be adjacent to the new shared use path and realigned University Boulevard from the Forest Hills neighborhood to the intersection of Carrier Drive on JMU's campus.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University is seeking a qualified contractor to provide all labor, materials, equipment, supervision, and related services necessary to complete a green infrastructure and native planting project along the multi-use path on University Boulevard and in other designated areas shown on Attachment E. Project Map

Work shall include furnishing and planting approximately 180 native urban street trees; establishment of approximately 4.28 acres of native pollinator meadow and conservation landscaping; furnishing and planting native reforestation tree species within those areas; installation of temporary irrigation as needed; and maintenance of all installed materials during the establishment period, one year of care after planting.

The University intends to establish one or more contracts as a result of this solicitation. While the University anticipates awarding the initial project described herein to a single offeror determined to provide the best value, the resulting contract(s) will be structured as a multi-award arrangement.

The establishment of a contract pursuant to this solicitation does not guarantee any minimum volume of work, nor does it guarantee that all future projects, maintenance activities, repairs, or related services will be assigned to the contractor selected for the initial project.

During the term of the contract, the University may require similar services, maintenance, repairs, upgrades, emergency work, or other related projects that fall within the contract's scope. The University reserves the right to solicit proposals, quotes, or task-specific responses from any

contractor awarded a contract under this solicitation and to assign work based on factors including, but not limited to, project requirements, contractor qualifications, capacity, availability, past performance, response time, pricing, and overall best value to the University.

The University further reserves the right to distribute work among awarded contractors in a manner that best serves the University's operational, scheduling, and business needs. No contractor shall have an exclusive right to perform services under any resulting contract unless expressly stated in a subsequent written agreement.

Award of a contract under this solicitation shall not be construed as a commitment by the University to issue future work assignments, purchase orders, or task orders.

A. SCOPE OF WORK

The contractor shall furnish and plant approximately 180 native urban street trees selected from the University's provided species list. Trees shall generally be 2-inch caliper, container-grown or balled and burlapped, and planted along the multi-use path and in other designated areas as site conditions allow.

The contractor shall establish approximately 4.28 acres of native pollinator meadow and conservation landscaping in designated areas. Work shall include site preparation, soil testing, soil amendments as needed, seeding, and related installation necessary for successful establishment. Some planting areas may include steep slopes. The slopes are 2:1 in some areas, with 3:1 being the majority of the slopes for the work to be performed.

The contractor shall also furnish and plant native reforestation tree species within the conservation landscaping areas in accordance with the University's species list and required planting densities. Tree protection materials shall be included as needed for successful establishment. Tree protection materials such as tree tubes, stakes and tree chain for larger trees, bird netting as needed should be included.

The contractor shall provide maintenance for planted and seeded areas for at least one year after installation, including watering, weeding, reseeding, replacement of dead plant material, and other services necessary to support healthy establishment.

All work shall be coordinated with James Madison University's JMU stormwater and E.J.C Arboretum staff and performed in accordance with the project map, provided species lists, site conditions, and approved project schedule. Work is expected to occur between July 2026 and Fall 2027.

The Contractor shall provide notice of anticipated start date to University representative at least 5 business days prior to work beginning and describe the scope of work with anticipated length of time that work will take. This procedure should be repeated when there are breaks in work of more than two weeks on site.

Work schedule under this contract will be performed during the period 7:00AM until 4:00PM, Monday through Friday, (except for emergency or storm damage situations), unless otherwise approved by the representative of the University, or his designee.

The contractor shall break down all quotes and invoices based on negotiated contract pricing, so as to verify pricing against the contract. If during the performance of the work, the contractor finds that the project will exceed the cost proposal, the contractor shall notify the

University in writing of the new proposed cost and the reasons why a change order is needed to complete the project. The University shall respond in writing, either by approving the change order or by modifying the project to keep costs within the original cost proposal.

B. QUALIFIED CANDIDATES MUST ANSWER THE FOLLOWING QUESTIONS

1. Describe your approach and ability to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how your firm will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.
2. Fully describe the qualifications, capabilities, and experience of your firm, in particular, providing tree planting, reforestation, and meadow installations, to include your firm's size and number of employees and any pertinent/related certifications.
3. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or one-time purchases.
4. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.
5. How will your firm complete the work described in this RFP, including site preparation, soil testing, soil amendments, planting methods, seeding methods, work on slopes, temporary irrigation, tree protection materials, and coordination with University staff?
6. How will your firm ensure successful establishment of planted and seeded areas during the one-year care period? Please include your approach to watering, weeding, reseeding, replacement of dead plant material, inspections, documentation, and communication with University staff.

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 to submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. 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.
8. Student Internship Learning Opportunities: JMU values partnerships that contribute to the professional development of its students. While not mandatory, the University encourages Firms to consider offering internships, cooperative education, or applied learning opportunities to JMU students in connection with the goods and/or services provided under this agreement. If applicable, please describe in the **Student Internship and Learning Opportunities Attachment G** any opportunities your Firm may offer for student engagement, such as:
 - Career Fairs
 - Paid or unpaid experiential roles (inclusive of short-term or semester-long internships)
 - Participation in relevant projects or initiatives
 - Job shadowing, mentoring, or career talks
 - Campus Interviews
 - Your organization's HR meeting with JMU Employer Services Team

Firms are welcome to outline any support structures for student participants, including mentorship, training, or supervision. Responses will be sent to JMU's University Career Center office for coordination with Firms to connect students with potential opportunities.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. To Subcontractors:

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

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

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation

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

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

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

Name of Purchasing Officer:			

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent 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 three (3) 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. 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.
- R. 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.
- S. 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.

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 **require** that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

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

Suppliers that do not sign up for one of these payment processes may risk their contract being suspended until such enrollment occurs or terminated, at the discretion of the university. Enrollment should begin no more than 10 days after award. Invoices shall include the applicable PO number.

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.

Fill out all applicable fields; not all are mandatory. Offerors may add or remove fields as needed for the proposal.

Labor Rates		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/ Emergency Hours

Equipment Rental	
Type of Equipment	Price

List Items	
Type of item	Price

Other Pricing	
Other Charges or Fees	Price

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: Project Map

Attachment F: SWaM Standard Reporting Template *(For example purposes only; this form is not required to be completed or submitted as part of the offeror's response.)*

Attachment G: Student Internship and Learning Opportunities

Attachment F: University Species list

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



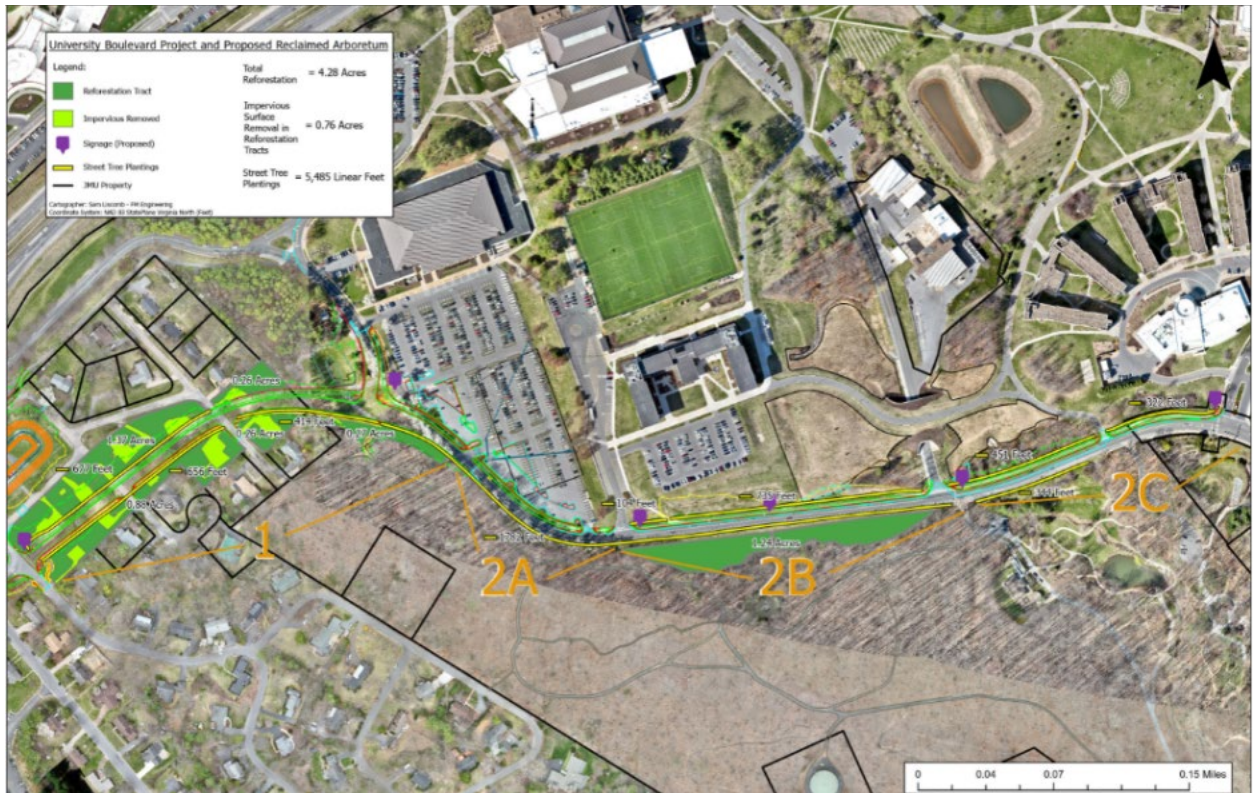
Virginia Association of State College & University Purchasing Professionals (VASCUPP)

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)

ATTACHMENT E

Project Map



ABOVE: Project site map. Area plans are detailed below.

Summary:

Area 1: Forest Hill area. This area experienced total disturbance from construction, conduct reforestation, and plant native street trees.

Area 2: This area is experiencing partial disturbance from construction including some expected long-term mature tree death of trees outside construction limits of disturbance. Work by area as follows:

Area 2A: Convocation Center parking lot area. Plant additional native street trees.

Area 2B: Jennings Hall dormitory area. On Jennings Hall side of street, plant native street trees; on the other side (Arboretum side) of road, remove existing turf and seed native pollinator meadow while reforesting on the slope above the road. Plant native street trees closer to road outside of right of way.

Area 2C: Area approaching Carrier Drive. Install native street trees.

ATTACHMENT G

Student Internship and Learning Opportunities

Firm Name:

Primary Contact Name & Title:

Email Address:

Phone Number:

Section 1: Overview of Student Engagement Potential/Opportunities

Summary of approach/willingness:

Section 2: Proposed Student Internship & Learning Opportunities (*check all applicable or of interest to your firm*)

☐ **Career Fairs**

Brief Description:

Contact Information for Career Fairs, if different from Primary Contact:

☐ **Paid Experiential Roles**

Brief Description:

Contact Information for Paid Experiential Roles, if different from Primary Contact:

☐ **Unpaid Experiential Roles**

Brief Description:

Contact Information for Unpaid Experiential Roles, if different from Primary Contact:

☐ **Participation in Projects**

Brief Description:

Contact Information for Participation in Projects, if different from Primary Contact:

☐ **Job Shadowing**

Brief Description:

Contact Information for Job Shadowing, if different from Primary Contact:

☐ **Mentoring Program**

Brief Description:

Contact Information for Mentoring Programs, if different from Primary Contact:

☐ **Career Talks / Guest Lectures**

Brief Description:

Contact Information for Career Talks/Guest Lectures, if different from Primary Contact:

☐ **Campus Interviews**

Brief Description:

Contact Information for Campus Interviews, if different from Primary Contact:

☐ **Engagement with JMU Employer Services Team**

Brief Description:

Contact Information for Engagement with JMU Employer Services Team, if different from Primary Contact:

☐ **Other**

Brief Description:

Contact Information for Other, if different from Primary Contact:

ATTACHMENT H

University Species Lists

Spreadsheet information from Virginia Native Plant Finder (Virginia Dept. Of Conservation and Recreation).

Name	Common Name	Light Regime	Moisture Regime	Plant Type	Max. height (in feet)	Pollinator?	Flowering Seasons
Reforestation Areas Canopy Trees							
<i>Pinus strobus</i>	Eastern White Pine	Sun, Part, Shade	Wet, Moist, Dry	Woody, needle-leaved	>25	No	
<i>Liriodendron tulipifera</i>	Tulip-tree, Tulip-poplar, Yellow Poplar	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer
<i>Juglans nigra</i>	Black Walnut	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Platanus occidentalis</i>	Sycamore, American Sycamore	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring, Early Summer
<i>Quercus phellos</i>	Willow Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus bicolor</i>	Swamp White Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus shumardii</i>	Shumard Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus montana</i>	Chestnut Oak, Rock Chestnut Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus velutina</i>	Black Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Celtis occidentalis</i>	Common Hackberry, Northern Hackberry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring, Early Summer
<i>Nyssa sylvatica</i>	Black Gum, Sour Gum	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer

<i>Prunus serotina</i> var. <i>serotina</i>	Black Cherry, Wild Black Cherry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer
<i>Pinus echinata</i>	Shortleaf Pine	Sun, Part, Shade	Moist, Dry	Woody, needle-leaved	>25	No	
<i>Liquidambar styraciflua</i>	Sweetgum (cultivars ‘Moraine,’ ‘Happidaze’)	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25		Spring, Early Summer
<i>Ulmus americana</i>	American Elm (disease resistant cultivar ‘Valley Forge’)	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Taxodium distichum</i>	Baldcypress	Sun, Part, Shade	Water, Wet, Moist	Woody, needle-leaved	>25	No	
<i>Carpinus caroliniana</i>	American Hornbeam, Ironwood	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Acer saccharum</i>	Sugar Maple	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer
<i>Ostrya virginiana</i>	Hop-horn-beam, Eastern Hop-hornbeam, Ironwood	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring, Early Summer
<i>Carya cordiformis</i>	Bitternut Hickory	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Carya ovata</i>	Shagbark Hickory	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring, Early Summer
<i>Carya tomentosa</i>	Mockernut Hickory	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring, Early Summer
<i>Carya glabra</i>	Pignut Hickory	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring, Early Summer
<i>Quercus coccinea</i>	Scarlet Oak	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus palustris</i>	Pin Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring

<i>Quercus rubra</i>	Northern Red Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	No	Spring
<i>Quercus muehlenbergii</i>	Chinquapin Oak, Chinkapin Oak, Yellow Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	No	Spring
<i>Quercus alba</i>	White Oak	Sun, Part, Shade	Moist, Dry	Woody, broad- leaved	>25	No	Spring

Following is a quick example of ideal planting parameters for a one-acre plot's canopy trees (>40 ft tall) in a moderate basal area (BA) of 60-90 sq ft of trunk DBH/acre. This model follows the biodiversity rule of not exceeding 10% of a species, 20% of a genus, or 30% of a family, and was calculated using known growth factors specific to each species or forestry data of average DBH at 25 years maturity, not DBH when planted.

Nut Bearing:

Family Fagaceae, genus *Quercus* (average DBH of 10"): 18 total trees at an average Basal Area of .5454 each. Total BA = 9.8172. Plant *Q. phellos* (2), *Q. bicolor* (2), *Q. shumardii* (2), *Q. montana* (1), *Q. velutina* (2), *Q. palustris* (1), *Q. coccinea* (2), *Q. rubra* (2), *Q. muehlenbergii* (2), *alba* (2).

Family Juglandaceae, genus *Carya* (average DBH of 4"): 15 total trees with an average BA of .087 each. Total BA = 1.305. Plant *C. tomentosa* (4), *C. ovata* (4), *C. glabra* (4), *C. cordiformis* (3).

Family Juglandaceae, genus *Juglans* (average DBH of 6"): 3 total trees with a BA of .196 each. Total BA = .588. Plant *J. nigra* (3).

Fruit Bearing:

Family Magnoliaceae, genus *Liriodendron* (average DBH of 8"): 5 total trees with a BA of .349 each. Total BA= 1.047. Plant *L. tulipifera* (5).

Family Platanaceae, genus *Platanus* (average DBH of 10"): 5 total trees with a BA of .5454. Total BA =5.454. Plant *P. occidentalis* (5).

Family Cannabaceae, genus *Celtis* (average DBH of 7"): 5 total trees with a BA of .267 each. Total BA = 1.335. Plant *C. occidentalis* (5).

Family Nyssaceae, genus *Nyssa* (average DBH of 7"): 5 total trees with a BA of .267 each. Total BA=1.335. Plant *N. sylvatica* (5).

Family Altingiaceae, genus *Liquidambar* (average DBH of 6"): 5 total trees with a BA of .196 each. Total BA=.98. Plant *L. styraciflua* (5).

Family Ulmaceae, genus *Ulmus* (average DBH of 13"): 5 total trees at .922 BA each. Total BA=4.61. Plant *U. americana* 'Valley Forge'(5).

Family Aceraceae, genus *Acer* (average DBH of 5"): 5 total trees at .136 BA each. Total BA=.68. Plant *A. saccharum* (5).

Cone Bearing:

Family Cupressaceae, genus *Taxodium* (using an average DBH of 7"): 4 total trees at .267 BA each. Total BA=1.068. Plant *T. distichum* (4).

Family Pinaceae, genus *Pinus* (average DBH of 5"): 15 total trees with an average BA of .136 each. Total BA= 2.04.
Plant *P. strobus* (5), *P. virginiana* (5), *P. echinata* (5).

Total BA for canopy trees: 30.2592; 90 trees total for 30% canopy area. We emphasized nut-bearing and fruit-bearing trees to provide a corridor for the Arboretum's fauna by mimicking the current forest structure.

On understory trees: With less than half of the available BA used by canopy trees, operating under the assumption of ~75 sq ft/acre, there is still 44.74 BA for understory trees. These approximately 210 trees per acre would fulfill the reforestation minimum average of 300 trees per acre and be comprised of the species listed below.

Shrubs: The first decade the forest floor will be mainly dominated by forbs with shrubs interspersed for structure and habitat. We will aim for the forest floor to be 30%-40% shrubs within this first decade with the remaining 60%-70% being meadow. As the forest matures and the canopy trees begin to shade out the sun-loving forbs, we hope to increase the shrub layer over time through additional plantings to 50%-60% of available forest floor to fill the void forb niches.

Reforestation Understory Trees and Shrubs (away from street)

<i>Hamamelis virginiana</i> var. <i>virginiana</i>	Witch Hazel	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Late Summer, Fall
<i>Clethra alnifolia</i>	Coastal White-alder, Sweet Pepperbush	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	10	Yes	Spring, Early Summer, Late Summer
<i>Cephalanthus occidentalis</i>	Buttonbush	Sun, Part, Shade	Water, Wet, Moist	Woody, broad-leaved	15	Yes	Spring, Early Summer, Late Summer
<i>Amelanchier canadensis</i>	Canadian Serviceberry and <i>Amelanchier</i> spp.	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	24	Yes	Spring
<i>Rhus glabra</i>	Smooth Sumac	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	20	Yes	Spring, Early Summer, Late Summer
<i>Prunus angustifolia</i>	Chickasaw Plum	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	15	Yes	Spring
<i>Malus angustifolia</i>	Southern Crabapple	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer
<i>Juniperus virginiana</i>	Eastern Redcedar	Sun, Part, Shade	Wet, Moist, Dry	Woody, needle-leaved	>25	No	

<i>Ilex glabra</i>	Inkberry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	10	Yes	Spring, Early Summer
<i>Ilex opaca</i> var. <i>opaca</i>	American Holly	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	Yes	Spring, Early Summer
<i>Ilex verticillata</i>	Winterberry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	Yes	Spring, Early Summer
<i>Prunus americana</i>	American Wild Plum	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	Yes	Spring
<i>Diospyros virginiana</i>	Common Persimmon, American Persimmon	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	Yes	Spring, Early Summer
<i>Asimina triloba</i>	Pawpaw, Common Pawpaw	Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	Yes	Spring, Early Summer
<i>Magnolia virginiana</i> var. <i>virginiana</i>	Sweetbay, Sweetbay Magnolia, Swamp Magnolia	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	>25	Yes	Spring, Early Summer, Late Summer
<i>Amorpha fruticosa</i>	False Indigo-bush, Tall Indigo- bush	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	15	Yes	Spring, Early Summer
<i>Corylus americana</i>	American Hazelnut, American Filbert	Sun, Part, Shade	Moist, Dry	Woody, broad- leaved	10	No	Spring
<i>Cornus racemosa</i>	Gray Dogwood	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	15	Yes	Spring, Early Summer
<i>Pinus virginiana</i>	Virginia Pine, Scrub Pine	Sun, Part, Shade	Moist, Dry	Woody, needle- leaved	>25	No	
<i>Itea virginica</i>	Virginia-willow, Virginia Sweetspire cultivars	Sun, Part, Shade	Wet, Moist	Woody, broad- leaved	3	Yes	Spring, Early Summer
<i>Viburnum prunifolium</i>	Black Haw	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad- leaved	20	Yes	Spring

<i>Prunus virginiana</i> var. <i>virginiana</i>	Choke Cherry ‘Canada red select’	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer
<i>Lindera benzoin</i>	Spicebush	Sun, Part	Wet, Moist, Dry	Woody, broad-leaved	15	Yes	Spring
<i>Aronia melanocarpa</i>	Black Chokeberry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	6	Yes	Spring, Early Summer
<i>Aronia arbutifolia</i>	Red Chokeberry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	12	Yes	Spring, Early Summer
<i>Sambucus canadensis</i>	Common Elderberry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	12	Yes	Spring, Early Summer
<i>Spiraea tomentosa</i>	Hardhack, Steeplebush	Sun, Part	Wet, Moist	Woody, broad-leaved	6	Yes	Early Summer, Late Summer, Fall
<i>Rhododendron periclymenoides</i>	Wild Azalea, Pinxterflower, Pinxterbloom Azalea	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	8	Yes	Spring, Early Summer
Reforestation downslope edges trees and shrubs nearest street							
<i>Crataegus viridis</i>	Green Hawthorn ‘winter king’	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer, Late Summer, Fall
<i>Crataegus crusgalli</i> var. <i>crusgalli</i>	Cockspur Hawthorn ‘Inermis’ (thornless)	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer, Late Summer, Fall
<i>Thuja occidentalis</i>	American Arborvitae, Northern Whitecedar, Flat Cedar	Sun, Part, Shade	Wet, Moist, Dry	Woody, needle-leaved	>25	No	
<i>Ceanothus americanus</i>	New Jersey Tea, Redroot	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	3	Yes	Spring, Early Summer

<i>Viburnum dentatum</i>	Arrow-wood ('blue muffin', 'Chicago lustre')	Sun, Part, Shade	Water, Wet, Moist	Woody, broad-leaved	15	Yes	Spring, Early Summer
<i>Sassafras albidum</i>	Sassafras	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring
<i>Rhus typhina</i>	Staghorn Sumac	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer
<i>Callicarpa americana</i>	American Beauty-berry, French-mulberry	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	10	Yes	Spring, Early Summer, Late Summer
<i>Quercus alba</i>	White Oak	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Ilex verticillata</i>	Winterberry	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, Early Summer

Native Urban Street Trees – estimating 180 trees; planted every 30' and alternating small maturing trees with large/medium maturing trees							
Small Maturing Trees (Approximately 90 trees)							
Name	Common Name	Light Regime	Moisture Regime	Plant Type	Max. height (in feet)	Pollinator?	Flowering Seasons
<i>Cornus florida/Benthamedia florida</i>	Flowering Dogwood (disease resistant cultivar such as 'Cherokee princes' or 'Appalachian spring')	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, early summer
<i>Cercis canadensis var. canadensis</i>	Eastern Redbud	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, early summer
<i>Magnolia virginiana var. virginiana</i>	Sweetbay, Sweetbay Magnolia, Swamp Magnolia (Shorter cultivar with canopy 10-20' wide)	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, early summer, late summer

<i>Halesia carolina</i>	Common Silverbell ('Wedding Bells')	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, early summer
Medium/Large Maturing Trees (Approximately 90 trees)							
<i>Quercus alba</i>	White Oak	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus phellos</i>	Willow Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus palustris</i>	Pin Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Quercus rubra</i>	Northern Red Oak	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Ulmus americana</i>	American Elm Dutch Elm (Disease resistant cultivars 'Princeton,' 'Valley Forge')	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	No	Spring
<i>Tilia americana</i> var. <i>americana</i>	American Basswood	Sun, Part, Shade	Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, early summer
<i>Nyssa sylvatica</i>	Black Gum, Sour Gum	Sun, Part, Shade	Wet, Moist, Dry	Woody, broad-leaved	>25	Yes	Spring, early summer

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

Cut Here

Vendor Name

Vendor Mailing Address

Vendor's City, State & Zip

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

SEALED PROPOSAL RESPONSE (If responding by mail or courier)

RFP NO: JBM-1260

DATE DUE: 07/14/2026 @ 2:00 p.m.

Response Checklist:

- ☐ Completed RFP (Answered questions on the statement of needs section, Pgs. 1-3 and completed Pricing Schedule, Pg.21)
- ☐ Signed form on second page of RFP titled "*REQUEST FOR PROPOSAL*"
- ☐ Completed Attachment A– Offeror Data Sheet
- ☐ Completed Attachment B – SwaM Utilization Plan
- ☐ Completed Attachment G – Student Internship and Learning Opportunities
- ☐ Acknowledge Receipt of Addenda (if applicable)

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]