



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7572

This contract entered into this 4th day of September 2026, by Jarema Landscapes Ltd, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From September 14, 2026 through September 13, 2027, with three (3) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP JBM-1260 dated June 10, 2026
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One – June 17, 2026
 - (e) Addendum No. Two – July 02, 2026
 - (f) Addendum No. Three – July 13, 2026
- (3) The Contractor's Proposal dated July 20, 2026, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated August 19, 2026

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

CONTRACTOR:

By: Tristan Jarema
(Signature)
Tristan Jarema
(Printed Name)

Title: Owner / manager

Rev. 5/12/21

PURCHASING AGENCY:

By: Juan Becerra Martinez
(Signature)
Juan Becerra Martinez
(Printed Name)

Title: Senior Buyer

9/8/26

NEGOTIATION SUMMARY

JAREMA LANDSCAPES LTD

RFP# JBM-1260 TREE PLANTING SERVICES
8/19/2026

The Primary Point of Contact for this Contract is:

Tristan Jarema
919-710-5990
Jtj890@gmail.com

GENERAL:

1. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
2. Parties agree that this Negotiation Summary modifies RFP# JBM-1260 and the Contractor's initial response to RFP# JBM-1260, and in the event of conflict, this negotiation summary shall take precedence.
3. Contractor agrees that all exceptions taken within their initial response to RFP# JBM-1260 that are not specifically addressed within this negotiation summary are null and void.
4. Jarema Landscapes Ltd agrees that the terms and conditions as stated in the RFP will govern and be abided by.
5. As stated in the RFP, Jarema Landscapes Ltd acknowledges that any resulting contract will be for tree planting and related services on an as-needed basis. The contract does not guarantee any minimum purchase amount or volume of work, nor does it provide the Contractor with an exclusive right to perform services. Award of the contract shall not be construed as a commitment by the University to issue future work assignments, purchase orders, or task orders.
6. Quotes and invoices shall be broken out per the pricing schedule to clearly identify that contract pricing is being followed.
7. Jarema Landscapes Ltd agrees that during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
8. For any purchases excluding from Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by Jarema Landscapes Ltd. No additional agreements, order forms, or signatures shall be required.
9. Payment shall be made in accordance with the Commonwealth of Virginia Prompt Payment requirements, Code of Virginia Sections [Section 2.2-4347 through 2.2-4354](#).

NEGOTIATION SUMMARY

JAREMA LANDSCAPES LTD

PRICING SCHEDULE:

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

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

Labor Rates		
Personnel	Normal Working Hours	Overtime/Weekend/ Holiday/ Emergency Hours
Foreman	\$75.00 Hourly	\$95.00 Hourly
Crew Member	\$60.00 Hourly	\$75.00 Hourly
List Items		
Type of item		Price
Native Street Tree (Installed)		\$437.00 Per Tree
Reforestation Tree Whip- 1 Gallon (2-3 Feet) (Installed)		\$47.00 Per Tree
Native Street Tree Watering		\$7.97 Per Tree As Directed
Other Pricing		
Other Charges or Fees		Price
Credit Card Processing Fee		3%

Jarema Landscapes Ltd confirms that its per-tree pricing includes the tree, labor, equipment, installation, and all required tree protection materials.



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:

Jarema Landscapes LTD
1205 Chilmark Avenue
Wake Forest, NC 27587

By:

Tristan Jarema
(Signature)

Name:

Tristan Jarema
(Please Print)

Date:

20 July 2026

Title:

Owner / Manager

Web Address:

www.jarema-landscapes.com

Phone:

919-710-5990

Email:

jtj890@gmail.com

Fax #:

919-570-9782

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # JBM-1260

TABLE OF CONTENTS

I.	PURPOSE _____	Page	1
II.	BACKGROUND _____	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION _____	Page	1
IV.	STATEMENT OF NEEDS _____	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION _____	Page	3
VI.	EVALUATION AND AWARD CRITERIA _____	Page	7
VII.	GENERAL TERMS AND CONDITIONS _____	Page	8
VIII.	SPECIAL TERMS AND CONDITIONS _____	Page	15
IX.	METHOD OF PAYMENT _____	Page	20
X.	PRICING SCHEDULE _____	Page	21
XI.	ATTACHMENTS _____	Page	22
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. Project Map		
	F. SWaM Standard Reporting Template (<i>For example purposes only; this form is not required to be completed or submitted as part of the offeror's response.</i>)		
	G. Student Internship and Learning Opportunities		
	H. University Species list		

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. DONE
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,



Qualified Candidate Questions and Answers

1.

Customer Service, Communication, and Project Mobilization

At Jarema Landscapes, we believe exceptional customer service is the foundation of every successful project. Our approach is built on responsive communication, proactive planning, and direct involvement from company leadership throughout the duration of the contract. We understand that projects at an active university require flexibility, professionalism, and timely communication, and we strive to make the construction process as seamless as possible for university staff.

Project Initiation and Communication

Following contract award, Jarema Landscapes works closely with the University's procurement and project management staff to complete all required contract documents, insurance certificates, and other pre-construction requirements. Once a Purchase Order and Notice to Proceed have been issued, we schedule a kickoff meeting to review project logistics, scheduling, communication expectations, site access, and any project-specific requirements.

Prior to mobilization, the University will receive a project schedule outlining anticipated work activities. Throughout construction, schedules are updated as necessary to reflect weather conditions, material availability, or changes in project priorities. If ongoing maintenance or watering services are required, the University will also receive maintenance schedules so staff know when our crews will be onsite.

Communication is tailored to the University's preferences and is typically provided through email, phone, or text message. During active construction, project updates are generally provided daily or weekly depending on the pace and complexity of the work. Our objective is to ensure the University is informed, never surprised.

Dedicated Project Management

Unlike many larger contractors where ownership has limited involvement after a contract is awarded, Jarema Landscapes maintains direct owner involvement throughout the planning and installation phases of each project.

For projects of this size, company owner Tristan Jarema is onsite daily during critical operations such as project startup, tree layout, material procurement, and installation activities. This hands-on approach allows questions to be answered quickly, field decisions to be made efficiently, and quality standards to remain consistent throughout the project.

Field operations are led by one of four experienced foremen who have been with the company for many years. Each foreman is entrusted with managing day-to-day operations, coordinating crews, maintaining quality standards, and resolving routine field issues. When more complex situations arise, company leadership is immediately involved to evaluate options and work collaboratively with the University to determine the best solution.

Mobilization and Fast Turnaround Response

Jarema Landscapes routinely performs work throughout Virginia and maintains an active presence in the Commonwealth. Our crews are currently performing tree establishment and maintenance activities in both the Charlottesville and Richmond areas, allowing us to respond quickly to project needs within the region.

Our standard landscape installation crew consists of **four to six experienced employees** supported by dedicated trucks, trailers, and installation equipment. Under normal circumstances, our team can mobilize within **one business day** once materials are available. If additional manpower is required, maintenance crews can be reassigned to support installation activities without significantly impacting existing operations.

While availability of balled-and-burlapped trees is dependent upon nursery harvesting schedules, we maintain strong working relationships with multiple regional nurseries to help minimize procurement delays and obtain quality plant material as efficiently as possible.

Our crews also work on Saturdays when necessary to maintain project schedules or accommodate client needs.

Experience Supporting Regional Projects

Although headquartered in Youngsville, North Carolina, Jarema Landscapes is not limited by geography. We routinely complete projects throughout Virginia and have developed efficient systems for mobilizing personnel, equipment, and materials across the region.

During the past year alone, our crews stayed in hotels for more than **160 nights** while completing projects throughout Virginia. We regularly manage multi-week projects away from our home office and have established relationships with regional suppliers that allow us to efficiently procure materials and respond to project demands.

Because Virginia work is already a routine part of our operations, James Madison University can expect the same level of responsiveness and customer service as clients located near our headquarters.

Problem Resolution and Quality Assurance

Construction projects often involve unforeseen conditions such as unsuitable soils, underground utility conflicts, weather delays, or damaged plant material. When these situations occur, our approach is simple: communicate early, evaluate options, and work collaboratively with the University to develop the best solution.

Quality control begins with our foremen and continues through direct owner oversight. Work is inspected throughout installation to ensure compliance with project specifications, proper planting practices, and company quality standards. Photographs, punch lists, and final walkthroughs are completed as appropriate to verify work has been completed correctly before project closeout.

At Jarema Landscapes, customer service means being accessible, responsive, and accountable. Phone calls and emails are typically returned the same business day, questions are addressed promptly, and our team remains committed to delivering a positive experience from project kickoff through final completion. Our goal is not simply to complete the work, but to build a long-term relationship based on trust, communication, and consistently delivering quality results.

2.

Founded in 1985, Jarema Landscapes, LTD is a second-generation, family-owned commercial landscape contractor specializing in commercial landscape installation, municipal tree planting, reforestation, erosion control, irrigation, and long-term landscape maintenance. Since transitioning to full-time commercial operations in 2018, the company has experienced significant growth while maintaining the same commitment to quality workmanship, responsive communication, and long-term client relationships that have defined our business for over forty years.

Today, Jarema Landscapes serves municipalities, universities, airports, general contractors, commercial developers, utility providers, and private organizations throughout North Carolina, Virginia, and South Carolina. Our team has successfully completed projects ranging from individual tree replacements to large-scale commercial landscape installations involving hundreds of trees, irrigation systems, native vegetation, erosion control measures, and extensive sod installation.

Company Resources and Capabilities

Jarema Landscapes currently employs approximately **20 field employees** supported by four experienced foremen, project management, and direct owner oversight.

Our operations are organized around dedicated installation and maintenance crews, allowing us to efficiently manage multiple projects while maintaining the flexibility to respond to changing

schedules or expedited work requests. Typical installation crews consist of **four to six experienced employees** equipped with company-owned trucks, dump trucks, trailers, skid steers, mini skid steers, mini excavators, water tanks, and specialized landscape equipment necessary to complete projects safely and efficiently.

Tree Planting Experience

Tree planting is one of the core services provided by Jarema Landscapes.

Our company installs **more than 2,000 trees annually** for municipalities, commercial developments, public agencies, institutional clients, and private organizations. Our experience includes street trees, urban beautification projects, commercial developments, parks, parking lot landscapes, municipal streetscapes, and campus environments.

Our crews routinely install balled-and-burlapped, container-grown, and bare-root trees while following industry best management practices. Every installation includes proper root flare identification, excavation of appropriately sized planting areas, soil amendments when specified, mulching, staking when required, watering, and quality inspections throughout the installation process.

Our experience extends beyond installation to include tree establishment, watering, warranty replacement, pruning, and long-term maintenance to maximize survivability and long-term landscape success.

Reforestation Experience

Jarema Landscapes has experience installing trees in naturalized settings and restoration projects where long-term establishment and plant survivability are the primary objectives.

Our crews understand the unique requirements of reforestation work, including species diversity, planting methods, spacing, erosion control considerations, and establishment practices. We recognize that successful reforestation depends not only on proper installation, but also on continued monitoring, vegetation management, and replacement of unsuccessful plant material during the establishment period.

Our experience performing long-term watering and maintenance services allows us to support newly planted areas beyond installation, helping ensure healthy establishment and long-term project success.

Native Seeding and Naturalized Landscape Experience

Jarema Landscapes has experience establishing native seed mixes and naturalized landscape areas that promote environmental sustainability, improve site aesthetics, and enhance wildlife habitat.

Our experience includes site preparation, vegetation removal, soil preparation, erosion control, native seed installation, and establishment maintenance. We understand that successful native plant establishment depends on proper preparation before seeding and continued management after installation to control competing vegetation and encourage healthy growth.

While each project presents unique site conditions, our approach focuses on creating the proper growing environment through careful planning, quality installation practices, and ongoing stewardship throughout the establishment period.

The same attention to detail we apply to tree planting and landscape installation carries into native vegetation projects, where patience, monitoring, and maintenance are essential to long-term success.

Certifications and Professional Qualifications

Jarema Landscapes maintains the licenses, certifications, and professional qualifications necessary to perform commercial landscape installation projects throughout our service area.

Our qualifications include:

- North Carolina Licensed Landscape Contractor
- North Carolina Commercial Pesticide Applicator License (Ornamental & Turf)
- National Association of Landscape Professionals (NALP) Member
- OSHA-trained personnel
- CPR-trained personnel
- Commercial Driver's License (CDL) operators

Safety is incorporated into every aspect of our operations through regular safety meetings, equipment inspections, job hazard assessments, and a written company safety program designed to protect our employees, clients, and the public.

3.

Jarema Landscapes has successfully completed projects for a variety of public and private clients throughout the region, including municipalities, airports, utility providers, and commercial developers. Our experience includes tree planting, landscape installation, long-term establishment, irrigation, and maintenance services for organizations such as:

- City of Charlottesville, VA
- City of Roanoke, VA
- Richmond International Airport
- Virginia Department of Transportation (VDOT)
- DR Mozeley Construction
- Multiple municipalities, commercial developers, and institutional clients throughout North Carolina, Virginia, and South Carolina

This diverse experience has provided our team with the knowledge, personnel, and resources necessary to successfully complete projects of varying size and complexity while maintaining a strong commitment to safety, communication, quality workmanship, and long-term client satisfaction.

City of Charlottesville, Virginia

Municipal Tree Planting & Establishment Services

2022 – Present (Annual Contract)

- Annual municipal tree planting contract.
- Install approximately **100–200 balled-and-burlapped (2–3" caliper) trees** each contract year.
- Supplemental reforestation tree planting.
- Weekly or biweekly watering and establishment services from **March through October**.
- Ongoing inspections, documentation, and replacement of plant material as required.

Relevance to JMU: Nearly identical scope involving tree installation, establishment, watering, inspections, and long-term care within a municipal setting.

City of Roanoke, Virginia

Municipal Tree Planting & Establishment Services

2023 – Present (Annual Contract)

- Annual street tree planting program.
- Install approximately **50–75 balled-and-burlapped (2" caliper) trees** annually.
- Watering and establishment services throughout the growing season.
- Ongoing maintenance and inspections.

Relevance to JMU: Demonstrates experience with municipal tree planting, quality installation, and one-year establishment activities.

Virginia Department of Transportation (VDOT)

I-195 Landscape Buffer Installation – Richmond, Virginia

2026 – Present

- Installation of evergreen holly trees along Interstate 195.
- Weekly and biweekly watering during establishment.

- Coordination with VDOT requirements and roadway work environments.

Relevance to JMU: Experience establishing newly installed trees while coordinating with a public agency and maintaining rigorous maintenance schedules.

Richmond International Airport

Landscape Renovation Project

2025

- Removal of declining landscape material.
- Installation of ornamental grasses, shrubs, and perennial plantings.
- Renovation of highly visible airport landscape areas.

Relevance to JMU: Demonstrates experience completing landscape improvements within an active public facility requiring coordination and attention to detail.

DR Mozeley Construction

Commercial Landscape Installation Projects

2024 – Present

- Commercial landscape installation projects throughout North Carolina and South Carolina.
- Installation of shade trees, ornamental trees, shrubs, ornamental grasses, sod, seed, and irrigation.
- Multiple retail and commercial developments requiring coordination with general contractors and strict construction schedules.

Relevance to JMU: Demonstrates the ability to manage multiple landscape installation projects while maintaining quality, scheduling, and communication.

City of Greenville, South Carolina

Swamp Rabbit Trail Reforestation Project

2024–2025

- Installation of balled-and-burlapped trees, understory trees, and shrubs.
- Hand installation on steep slopes.
- Reforestation and naturalized landscape improvements along a public greenway.

Relevance to JMU: Experience with reforestation, challenging terrain, native landscapes, and public-use environments.

Virginia Department of Forestry

Native Seed Establishment Project 2025

- Cleared approximately **11.9 acres** of pine vegetation.
- Stump grinding and site preparation.
- Installation of native orchard grass and Little Bluestem seed mixes.
- Site preparation and long-term vegetation establishment.

Relevance to JMU: Demonstrates experience with native seed establishment, site preparation, and restoration projects similar to those described in the RFP.

4.

Jarema Landscapes has built its business on developing long-term relationships with municipalities, public agencies, commercial contractors, and private clients through quality workmanship, responsive communication, and dependable service.

Within the past five years, Jarema Landscapes has not had a contract that was not renewed due to performance, workmanship, customer service, or failure to meet contract requirements. In cases where a contract did not continue beyond its original term, the reason was that the contract had reached its mandatory expiration date and, in accordance with the municipalities' procurement policies, was required to be publicly rebid through a competitive solicitation process.

We understand that many public entities, including universities, municipalities, and state agencies, are required to periodically rebid service contracts regardless of contractor performance. We respect and support these procurement requirements and regularly participate in competitive bidding opportunities as contracts are renewed.

Our continued relationships with many clients and our history of repeat work reflect our commitment to professionalism, communication, and delivering quality results on every project.

5.

Jarema Landscapes understands that the long-term success of this project depends on careful planning, proper installation techniques, quality materials, and continued communication throughout the project. Our approach follows industry best management practices, ANSI A300 standards for tree care, project specifications, and close coordination with James Madison University staff to ensure each planting is installed and established successfully.

Pre-Construction Planning and Site Preparation

Prior to mobilization, Jarema Landscapes will coordinate with University staff to review the project schedule, planting plans, site logistics, and project expectations. Before installation begins, our team will:

- Review planting locations with University representatives.
- Verify tree locations in the field to ensure compliance with project plans, planting guidelines, and utility clearances.
- Submit Virginia Miss Utility (Virginia 811) locate requests for all work areas.
- Obtain any required right-of-way permits if applicable.
- Install traffic control, sidewalk closures, or lane closures in accordance with VDOT standards when necessary.
- Verify irrigation systems and existing site conditions prior to planting.
- Protect existing trees, vegetation, sidewalks, and other site improvements during construction.

Our goal is to identify and resolve potential conflicts before installation begins to minimize delays and ensure an efficient construction process.

Soil Testing and Soil Evaluation

Healthy trees begin with healthy soils. When soil testing is required, Jarema Landscapes typically utilizes the Virginia Tech Soil Testing Laboratory to evaluate soil conditions and provide recommendations based on representative samples collected throughout the project area.

If soil recommendations are included within the project specifications, those recommendations will be followed unless field conditions warrant further discussion with University staff.

Should unsuitable soils, excessive compaction, drainage concerns, or other unforeseen conditions be encountered during excavation, we will review the laboratory recommendations and coordinate directly with James Madison University to develop the most appropriate solution before proceeding.

Soil Amendments

Because soil conditions vary significantly from site to site, Jarema Landscapes believes soil amendments should be based on project specifications, soil testing results, and actual field conditions encountered during excavation.

Rather than applying a single amendment to every planting location, our team evaluates each site individually and works with the University to determine the most appropriate solution when modifications are necessary. Depending on project requirements, amendments may include compost, topsoil, specialty planting mixes, or other materials recommended by the project specifications or laboratory analysis.

This approach allows each planting area to receive the treatment most appropriate for long-term tree health rather than relying on a one-size-fits-all solution.

Tree Planting Methodology

Tree planting is one of the core services provided by Jarema Landscapes. Our crews install more than 2,000 trees annually, and every installation follows recognized industry best management practices and ANSI A300 standards.

Our typical installation process includes:

- Confirming tree location and finished grade.
- Identifying and exposing the root flare prior to planting.
- Excavating a planting hole approximately two to three times the width of the root ball.
- Scarifying the sides of the planting pit to encourage root penetration.
- Preparing a stable planting base while preventing glazing or soil compaction.
- Setting the tree at the proper elevation, slightly above grade where site conditions warrant.
- Orienting and straightening the tree before backfilling.
- Watering during backfill to eliminate air pockets.
- Completing backfill and performing a final watering.
- Constructing a watering berm where appropriate.
- Applying mulch while maintaining clearance around the trunk and exposed root flare.
- Installing staking materials only when specified or required by site conditions.
- Performing a final quality inspection before project completion.

Every tree is inspected throughout installation to ensure proper planting depth, alignment, stability, and overall quality.

Native Seeding and Meadow Establishment

Jarema Landscapes has experience establishing native seed mixes and naturalized landscape areas through proper site preparation and establishment practices.

Depending on site conditions, preparation may include grading, Harley raking, vegetation removal, or other methods necessary to create an appropriate seedbed.

Seed installation methods are selected based on project requirements and site conditions and may include:

- Broadcast seeding
- Hydroseeding
- Mulching
- Erosion control blankets
- Tackifier applications for slope stabilization

Following installation, competing vegetation is managed through hand removal or selective herbicide applications where appropriate and permitted by the project specifications.

Work on Slopes and Erosion Control

Steep slopes require specialized installation techniques to minimize erosion and maximize successful establishment.

Depending on slope conditions, Jarema Landscapes may utilize:

- Hydroseeding with tackifier
- Erosion control blankets
- Temporary mulch stabilization
- Native seed mixtures
- Manual seeding methods for difficult access areas

Our objective is to establish vegetation quickly while protecting soils from erosion during the establishment period.

Temporary Irrigation

Proper watering is one of the most important factors affecting tree survival during establishment.

Jarema Landscapes utilizes dedicated 1,000- to 1,500-gallon water trucks equipped with lower-flow pumps designed to provide adequate water without damaging newly planted trees. Wide-angle spray nozzles and fire hoses allow water to be applied evenly while minimizing soil disturbance around the root ball.

Watering schedules are developed in coordination with James Madison University and adjusted based on rainfall, seasonal weather conditions, and observed tree health. Depending on project needs, watering may occur weekly or biweekly.

Our crews currently provide similar watering and establishment services for municipal tree planting projects, including the City of Charlottesville and Virginia Department of Transportation (VDOT).

If desired by the University, watering bags or tree irrigation devices may also be incorporated to improve moisture retention and simplify tracking of watering activities.

Tree Protection

Tree protection measures are selected based on tree size, planting location, and project requirements.

Typical protection measures include:

- Tree tubes for smaller reforestation plantings.
- Three-foot or five-foot oak stakes with flexible arbor ties for larger trees when staking is required.
- Trunk guards in mowable areas to reduce damage from maintenance equipment.

As trees become established, staking materials are monitored and removed at the appropriate time to prevent girdling and encourage natural trunk development.

Coordination with James Madison University

Successful projects require consistent communication and coordination.

Throughout the project, Jarema Landscapes will:

- Maintain regular communication with University staff.
- Provide project schedules and schedule updates.
- Coordinate deliveries to minimize campus disruptions.
- Notify the University before mobilization and significant work activities.

- Coordinate inspections as project milestones are completed.
 - Communicate promptly regarding unforeseen site conditions, weather delays, or utility conflicts.
 - Work collaboratively with University representatives to develop solutions that maintain project quality and schedule.
-

Safety

Safety remains a priority throughout every phase of construction. Jarema Landscapes will implement appropriate traffic control, pedestrian protection, and work zone safety measures based on the location of work activities.

When necessary, temporary fencing, sidewalk closures, lane closures, signage, and traffic control devices will be used to safely separate construction activities from students, faculty, staff, and visitors. Work areas will be maintained in a clean and organized manner, and all operations will be performed in accordance with applicable OSHA requirements, VDOT standards where applicable, and project specifications.

6.

One-Year Establishment and Maintenance Approach

Jarema Landscapes understands that the success of this project extends well beyond the initial installation. Our objective is to ensure every tree and seeded area becomes fully established through proactive maintenance, routine inspections, timely corrective actions, and open communication with James Madison University throughout the one-year establishment period.

Watering

Proper watering is the most critical factor in successful plant establishment. Newly installed trees will be watered using our dedicated 1,000- to 1,500-gallon water trucks equipped with low-flow pumps and wide-angle spray nozzles to provide thorough watering while minimizing soil disturbance.

Watering schedules are typically performed on a weekly or biweekly basis, depending on seasonal conditions, rainfall, and project requirements. Because overwatering can be just as harmful as underwatering, irrigation schedules are adjusted as weather conditions change. While all trees receive consistent care, our crews pay special attention to any trees showing signs of stress and provide additional monitoring and care as needed.

Routine Inspections

Each watering visit also serves as a comprehensive site inspection. During these inspections, our crews evaluate:

- Overall tree health and vigor
- Signs of insect or disease activity
- Irrigation performance and moisture conditions
- Leaning or unstable trees
- Stake and arbor tie condition
- Mulch depth and root flare exposure
- Animal or mechanical damage
- General site cleanliness and appearance

Conducting inspections during each maintenance visit allows potential issues to be identified early before they become larger problems.

Weed Management

Weed control is incorporated into routine maintenance throughout the establishment period. Jarema Landscapes prefers manual weed removal whenever practical, particularly around newly planted balled-and-burlapped trees and reforestation plantings, to minimize unnecessary herbicide use.

Where appropriate and permitted by the project specifications, selective herbicide applications may be utilized for effective long-term weed management.

Mulch rings are maintained to suppress weed growth, conserve soil moisture, and improve the appearance of planting areas. Mulch may be refreshed annually or as directed by James Madison University staff.

Fertility Management

Proper nutrition plays an important role in plant establishment, but excessive fertilization can be detrimental to newly installed material.

At planting, Jarema Landscapes typically incorporates slow-release fertilizer for trees and applies appropriate fertilizer during native seed establishment. Future fertilizer applications are based on

soil testing results, manufacturer recommendations, seasonal growing conditions, project specifications, and coordination with James Madison University staff.

Seeded Area Establishment

Successful native seed establishment begins with quality materials, proper installation, and consistent follow-up care.

Jarema Landscapes utilizes high-quality seed and follows manufacturer recommendations regarding installation and establishment. If localized areas fail to establish adequately, corrective measures may include:

- Spot seeding
- Overseeding where appropriate
- Installation of erosion control blankets
- Additional mulch or stabilization materials

Corrective actions are selected based on site conditions to promote uniform establishment throughout the project.

Replacement of Plant Material

Should plant material fail during the establishment period, our priority is determining why the failure occurred before replacement.

Our crews evaluate:

- Tree condition
- Planting depth
- Soil conditions
- Irrigation records
- Weather conditions
- Potential insect or disease issues

Reforestation seedlings can typically be replaced within one to two weeks, depending on species availability. Larger balled-and-burlapped trees are generally replaced during the appropriate planting season based on nursery availability and best horticultural practices.

Replacement trees are typically installed using the same species unless an alternative is recommended by James Madison University staff or project conditions warrant a different selection.

Jarema Landscapes will replace plant material that fails during the required establishment period in accordance with the contract requirements.

Documentation

Documentation requirements vary by client and project size. Jarema Landscapes works with each owner to provide documentation that is thorough without becoming unnecessarily burdensome.

Depending on project requirements, documentation may include:

- Watering logs
- Inspection reports
- Progress photographs
- Replacement tracking
- Maintenance records
- Spreadsheets
- GPS locations where appropriate

This flexible approach allows the University to receive the level of reporting most beneficial for the project.

Communication and Coordination

Clear communication is essential throughout the establishment period.

During installation, Jarema Landscapes provides daily communication regarding project progress. During the maintenance phase, communication typically occurs on a weekly basis, with additional updates provided whenever significant issues arise.

Communication methods may include phone calls, text messages, email, on-site meetings, and photo documentation, depending on the University's preferences. Formal correspondence and documentation are typically provided by email.

Proactive Problem Identification

One of the ways Jarema Landscapes provides value beyond the contract requirements is by proactively identifying issues that could affect the long-term success of the landscape.

If our crews observe concerns such as:

- Irrigation system failures
- Drainage problems
- Insect or disease activity
- Animal damage
- Construction damage
- Improper mulching
- Tree stability concerns
- Other site conditions affecting plant health

We promptly notify James Madison University staff and work collaboratively to develop an appropriate solution before the issue becomes more significant.

Commitment to Long-Term Success

At Jarema Landscapes, our goal is not simply to install trees and seed areas—it is to ensure they become healthy, established landscape assets that continue to thrive long after the one-year care period has ended. Through consistent maintenance, proactive communication, routine inspections, and timely corrective actions, we are committed to protecting the University's investment and delivering landscapes that provide lasting environmental and aesthetic value

We have had \$0.00 sales with any VASCUPP Member Intuitions.

“eVA Procurement Website and Registration” for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.

- ii. eVA Procurement Website and Registration The Commonwealth’s procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select “Register Now” on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select “I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

b. PAPER SUBMISSIONS:

- i. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.
 - iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information**, provide **one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

3. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

4. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.
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:

	Points
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
	100

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

SCAN CONTINUATION NOTICE

Bid Document: RFP#JBM1260

Project: Tree Planting Project

First Scan Includes: Pages 1 through 7

Second Scan Begins With: Page 8

Note:

This document was scanned in multiple batches due to scanner capacity limitations. The last page of the previous scan has been intentionally repeated as the first page of the following scan to ensure no pages were omitted during scanning.

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

- 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

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: Jarema Landscapes LTD 7/21/26 2 PM
1205 Chilmark Ave RFP # JBM-1260
Wake Forest, NC 27587 Tree Planting Services
City, State, Zip Code RFP Title
Name of Purchasing Officer: Tristan Jarema

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
(1) Foreman	\$ 75 /hour	\$ 95 / hour
(1) Crew member	\$ 60 /hour	\$ 75 / hour
Equipment Rental		
Type of Equipment	Price	
N/A		
List Items		
Type of item	Price	
(1) Native street Tree 2" (installed)	\$ 437.00 per tree	
(1) Reforestation Tree Whip → 1 Gallon (2-3 feet) (installed)	\$ 47.00 per tree	
4.28 acres earnest 280 steep slope seed mix	\$ 4400.00	
Installation earnest 280 steep slope seed mix	\$ 3400.00	
Native street Tree Watering - per tree as directed	\$ 7.97	
Other Pricing		
Other Charges or Fees	Price	
3% Credit Card Processing	3%	

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 40 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 #
--------	-------------------	---------	---------------------------

* see reference page attached * A 1

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

Tristan Jarema

1205 Chulmark Ave

Wake Forest, NC 27587

919-710-5990

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

[] YES [x] NO

IF YES, EXPLAIN: _____

* Attachment A 1
References - Jarema Landscapes LTD

D. B. T. Mason
7/20/26

City of Charlottesville, Virginia

Steve Gaines: 434-989-9110

**Municipal Tree Planting & Establishment Services
2022 – Present (Annual Contract)**

- Annual municipal tree planting contract.
- Install approximately **100–200 balled-and-burlapped (2–3" caliper) trees** each contract year.
- Supplemental reforestation tree planting.
- Weekly or biweekly watering and establishment services from **March through October**.
- Ongoing inspections, documentation, and replacement of plant material as required.

Relevance to JMU: Nearly identical scope involving tree installation, establishment, watering, inspections, and long-term care within a municipal setting.

City of Roanoke, Virginia

Samantha Matson: 757-419-8949

**Municipal Tree Planting & Establishment Services
2023 – Present (Annual Contract)**

- Annual street tree planting program.
- Install approximately **50–75 balled-and-burlapped (2" caliper) trees** annually.
- Watering and establishment services throughout the growing season.
- Ongoing maintenance and inspections.

Relevance to JMU: Demonstrates experience with municipal tree planting, quality installation, and one-year establishment activities.

Virginia Department of Transportation (VDOT)

Andy Mason: 804-720-4707

**I-195 Landscape Buffer Installation – Richmond, Virginia
2026 – Present**

- Installation of evergreen holly trees along Interstate 195.
- Weekly and biweekly watering during establishment.

- Coordination with VDOT requirements and roadway work environments.

Relevance to JMU: Experience establishing newly installed trees while coordinating with a public agency and maintaining rigorous maintenance schedules.

Richmond International Airport

Jeremy Niles: 804-338-2258

Landscape Renovation Project 2025

- Removal of declining landscape material.
- Installation of ornamental grasses, shrubs, and perennial plantings.
- Renovation of highly visible airport landscape areas.

Relevance to JMU: Demonstrates experience completing landscape improvements within an active public facility requiring coordination and attention to detail.

DR Mozeley Construction

Judy Allie: 816-769-5007

Commercial Landscape Installation Projects 2024 – Present

- Commercial landscape installation projects throughout North Carolina and South Carolina.
- Installation of shade trees, ornamental trees, shrubs, ornamental grasses, sod, seed, and irrigation.
- Multiple retail and commercial developments requiring coordination with general contractors and strict construction schedules.

Relevance to JMU: Demonstrates the ability to manage multiple landscape installation projects while maintaining quality, scheduling, and communication.

City of Greenville, South Carolina

Drew Smith: 864-360-9101

**Swamp Rabbit Trail Reforestation Project
2024–2025**

- Installation of balled-and-burlapped trees, understory trees, and shrubs.
- Hand installation on steep slopes.
- Reforestation and naturalized landscape improvements along a public greenway.

Relevance to JMU: Experience with reforestation, challenging terrain, native landscapes, and public-use environments.

Virginia Department of Forestry

Tom Baumann: 434-962-9631

**Tree Removal/Native Seed Establishment Project
2025**

- Cleared approximately **11.9 acres** of pine vegetation.
- Stump grinding and site preparation.
- Installation of native orchard grass and Little Bluestem seed mixes.
- Site preparation and long-term vegetation establishment.

Relevance to JMU: Demonstrates experience with native seed establishment, site preparation, and restoration projects similar to those described in the RFP.

ATTACHMENT B

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

Offeror Name: Jarema Landscapes LTD Preparer Name: Tristan Jarema

Date: 7/20/26

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: RF4-JBM-1260 Tree Planting Services

Date Form Completed: 7/20/26

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

Offeror / Proposer:
Firm Javona Landscapes LTD

Address 1205 Chilmark Ave., Wake Forest NC
27587

Contact Person/No. Tristan Javema / 919-710-5990

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT G

Firm Name: Jarema Landscapes LTD ^{Student Internship and Learning Opportunities}

Primary Contact Name & Title: Tristan Jarema / Owner manager

Email Address: jtj890@gmail.com

Phone Number: 919-710-5990

Section 1: Overview of Student Engagement Potential/Opportunities

Summary of approach/willingness:

* SEE ATTACHMENT G
PAGES BELOW

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 G – Student Internship and Learning Opportunities

Jarema Landscapes recognizes the value of providing students with meaningful, hands-on experiences that complement their classroom education. As a family-owned commercial landscape contractor specializing in municipal and commercial landscape installation, tree planting, and landscape establishment, we believe students gain the most value by participating in real projects alongside experienced professionals.

Although our headquarters are located in North Carolina, we routinely perform work throughout Virginia and would welcome opportunities to collaborate with James Madison University's University Career Center to identify students interested in seasonal internships, job shadowing, or applied learning experiences associated with this contract.

Previous Internship Experience

Jarema Landscapes has previously employed a North Carolina State University student pursuing a degree in Agribusiness. The student worked part-time (approximately 20–30 hours per week) while attending school and transitioned to full-time employment, including overtime, during the summer months. This experience allowed the student to apply classroom knowledge while gaining practical experience on active commercial landscape projects.

Applied Learning Opportunities

If awarded this contract, Jarema Landscapes would be pleased to explore opportunities for JMU students to participate in various aspects of the project, including:

- Tree planting and establishment practices
- Site preparation and field layout
- Soil evaluation and planting techniques
- Native seed establishment
- Irrigation and watering operations
- Weekly inspections and plant health monitoring
- Documentation and reporting during the one-year establishment period
- Safety meetings and jobsite coordination
- Exposure to municipal landscape construction and maintenance operations

Students would observe and, where appropriate, assist our crews while gaining firsthand experience with the complete lifecycle of a municipal landscape project.

Office and Project Management Experience

In addition to field experience, interested students may have opportunities to learn about the business side of commercial landscape construction, including:

- Reading landscape plans and specifications
- Quantity takeoffs and estimating
- Bid preparation
- Material procurement and scheduling
- Client communication
- Project documentation and reporting

This combination of field and office experience provides students with a broader understanding of how commercial landscape projects are planned, managed, and successfully completed.

Job Shadowing and Career Development

Jarema Landscapes would welcome opportunities for students to job shadow the owner and field foremen to gain insight into project management, field operations, and decision-making throughout the duration of the project.

We would also be willing to participate in:

- JMU Career Fairs
- Career presentations or classroom discussions
- Informational interviews
- Job shadowing opportunities
- Coordination with the JMU University Career Center regarding future internship opportunities

Seasonal Employment Opportunities

Depending on project workload and scheduling, Jarema Landscapes may offer qualified students seasonal employment or internship opportunities during the installation and one-year establishment period. Students may assist with activities such as watering operations, routine inspections, documentation, and preparation of weekly reports for review by both JMU staff and Jarema Landscapes management. These responsibilities provide meaningful experience while helping students understand the importance of long-term landscape stewardship.

Our Commitment to Student Learning

Jarema Landscapes believes students learn best by experiencing every phase of a project—not just one aspect of the work. Whenever practical, we strive to expose students to the complete project lifecycle, from reviewing plans and estimating the work to coordinating utilities, installing trees, monitoring establishment, communicating with clients, and completing final project closeout.

Our goal is to provide students with practical knowledge, professional experience, and a better understanding of how successful commercial landscape and municipal tree planting projects are planned, installed, and managed. We hope each student leaves with skills, confidence, and real-world experience that will benefit them throughout their career.

As a smaller, owner-led company, students have the opportunity to work directly with company leadership and experienced field personnel rather than being limited to a single department or role. This exposure allows them to see the complete lifecycle of a project and better understand the technical, operational, and business aspects of the commercial landscape industry.



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.

REQUEST FOR PROPOSAL

RFP # JBM-1260

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	3
VI.	EVALUATION AND AWARD CRITERIA	Page	7
VII.	GENERAL TERMS AND CONDITIONS	Page	8
VIII.	SPECIAL TERMS AND CONDITIONS	Page	15
IX.	METHOD OF PAYMENT	Page	20
X.	PRICING SCHEDULE	Page	21
XI.	ATTACHMENTS	Page	22
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. Project Map		
	F. SWaM Standard Reporting Template (<i>For example purposes only; this form is not required to be completed or submitted as part of the offeror's response.</i>)		
	G. Student Internship and Learning Opportunities		
	H. University Species list		

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 #
--------	-------------------	---------	---------------------------

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



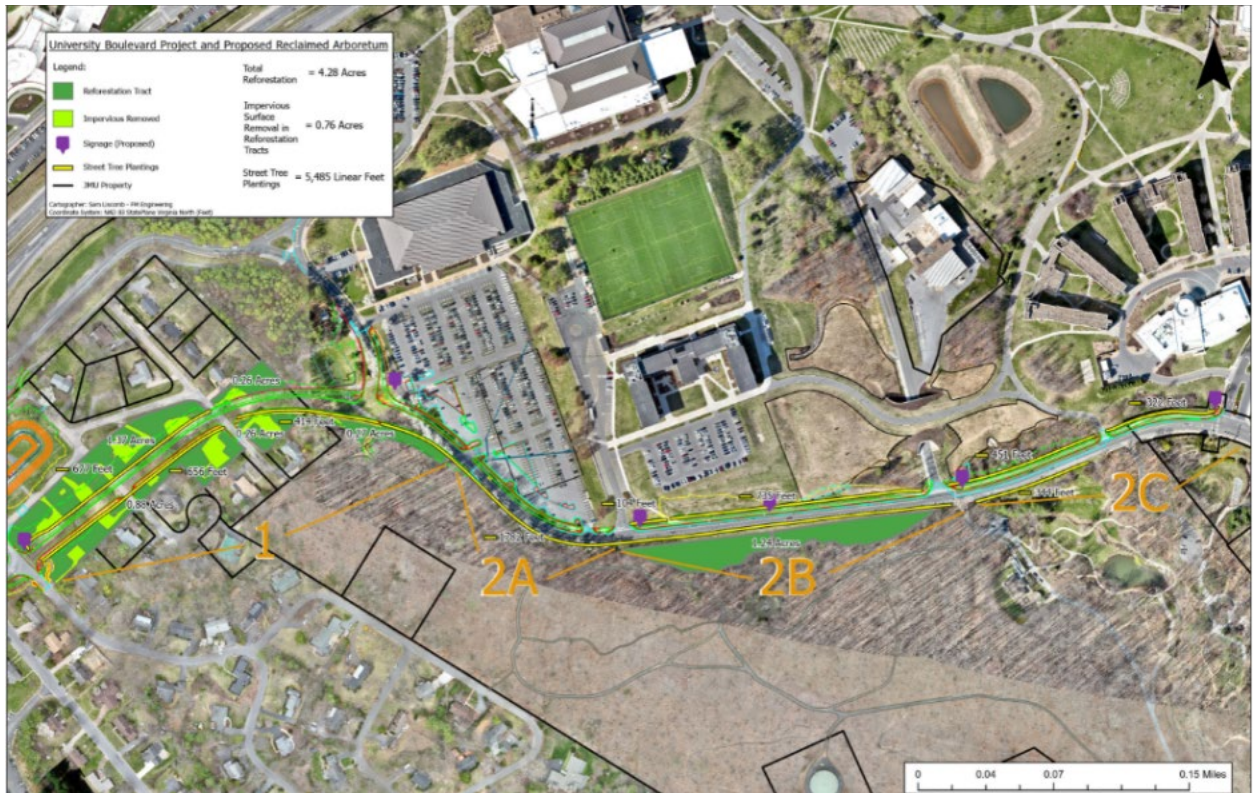
Virginia Association of State College & University Purchasing Professionals (VASCUPP)

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]



June 17, 2026

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

REFERENCE: Request for Proposal No: **RFP# JBM-1260**
Dated: **June 10, 2026**
Commodity: **Tree Planting Services**
RFP Closing On: **July 14, 2026 at 2:00 p.m. (Eastern)**

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

1. A nonmandatory site visit has been scheduled for Thursday, June 25th at 1:00 PM. Attendees must register with Juan Becerra Martinez at becer2jx@jmu.edu to arrange parking and a meeting site prior to the close of business (5:00 PM) on Wednesday, June 24th, 2026.

Signify receipt of this addendum by initialing "*Addendum #1*" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Juan Becerra Martinez".

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)

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



July 2, 2026

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

REFERENCE: Request for Proposal No: **RFP# JBM-1260**
Dated: **June 10, 2026**
Commodity: **Tree Planting Services**
RFP Closing On: **July 14, 2026 at 2:00 p.m. (Eastern)**

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

The following are additional questions/clarifications that were submitted in writing to the university. The responses were provided by the subject matter experts.

1. **Question:** Is there a staging area for trucks/supplies/ equipment on campus?

Answer: Yes, a staging area for trucks/supplies/equipment will be provided to the contractor. This area or areas will be determined via the JMU project manager in coordination with University stakeholders in the areas adjacent to the planting sites.

2. **Question:** Is there a disposal area for debris on campus?

Answer: No, any waste disposal will be the responsibility of the contractor.

3. **Question:** Must we bid on the whole contract?

Answer: Offerors are encouraged to submit a complete proposal for the full scope of services described in the RFP. However, because the University may establish one or more contracts from this solicitation, offerors may identify any portion of the scope they are able to provide. Any partial proposal will be evaluated based on the offeror's ability to meet the needs of the University. The University reserves the right to determine whether a partial proposal is in the best interest of the University.

4. **Question:** Are there any permits required?

Answer: The project is designed to have limited land disturbance (site prep should not involve tillage), no permits are anticipated to be issued for this project.

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

5. **Question:** Is there a budget for this project, or an engineers estimate? Alternatively, what is the grant amount available for this project?

Answer: A portion of the grant allocation designated for this project is \$85,240. Offerors shall submit proposals addressing the project scope in accordance with their response to Question #3 of this addendum.

The University reserves the right, at its sole discretion, to supplement this funding based on project needs, as determined by the University. Award may be made for the full amount of \$85,240 to a single offeror or may be distributed among multiple offerors, as deemed to be in the best interest of the University.

6. **Question:** What is the purpose of the pricing schedule? What part does it play in the decision making process?

Answer: The pricing schedule is required as part of the RFP response. Cost is one of the evaluation criteria the committee will use when reviewing and ranking proposals. The pricing schedule may also be used to establish pricing for future work that falls within the scope of the resulting contract, including tree planting, meadow planting, maintenance, or related services outside of the University Boulevard Reforestation Grant Project. Any future work is not guaranteed and would be requested or assigned in accordance with the resulting contract, University needs, and applicable procurement requirements.

7. **Question:** Is there water available on campus, or near site, to fill up tank truck?

Answer: Yes, water is available on campus. The contractor would work with the JMU project manager on the exact location and timing of the fill-up.

8. **Question:** Is this project subject to prevailing wages state/federal?

Answer: No, this project is not subject to state or federal prevailing wage requirements. The awarded contractor(s) will provide services using their own proposed labor estimates.

9. **Question:** What are the typical for tree planting?

Answer: No additional tree planting typicals or detail drawings are being provided with this addendum. Offerors should base their proposal on the requirements listed in the RFP, including approximately 180 native urban street trees, generally 2-inch caliper, container-grown or balled and burlapped, selected from the University's species list. Offerors may include their standard planting methods, details, or specifications in their proposal for University review.

10. **Question:** Can you provide more information on general reforestation areas- species sizing and stems per acre?

Answer: For the reforestation areas both 1-0 bareroots (1 year old seedlings) and smaller whips (generally 2-3 years old) will be used within the reforestation areas. These specimens can range in size but will most likely be between 1'-3' in height. In conjunction with these younger specimens, larger bareroot trees (>3' and between 1"-2" diameter) will be installed as well at a lower rate throughout the landscape.

11. **Question:** Seed mix for pollinator area~ or if this is something you are wanting us to come up with based on site parameters.

Answer: ERNST 280 Steep Slope Seed Mix

Signify receipt of this addendum by initialing “*Addendum #2*” on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Becerra Martinez", with a stylized flourish at the end.

Juan Becerra Martinez, MBA, VCCO, CUPO
Buyer Senior
Phone: (540-568-3130)



July 13, 2026

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

REFERENCE: Request for Proposal No: **RFP# JBM-1260**
Dated: **June 10, 2026**
Commodity: **Tree Planting Services**
RFP Closing On: ~~**July 14, 2026 at 2:00 p.m. (Eastern)**~~
July 21, 2026 at 2:00 p.m. (Eastern)

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

James Madison University has extended the RFP closing date to July 21, 2026 at 2:00 p.m.

Signify receipt of this addendum by initialing "*Addendum #3*" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Juan Becerra Martinez". The signature is fluid and cursive.

Juan Becerra Martinez, MBA, VCCO, CUPO
Buyer Senior
Phone: (540-568-3130)

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