



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5263

This contract entered into this 10th day of September 2018, by Promo Factory hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From October 15, 2018 through October 14, 2019 with five (5) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal DMS-1000 dated March 22, 2018:
 - (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 dated April 17, 2018;
- (3) The Contractor's Proposal dated April 20, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated August 30, 2018.

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

CONTRACTOR:

By: Kathryn Mahanes
(Signature)

Kathryn Mahanes
(Printed Name)

Title: owner

PURCHASING AGENCY:

By: Dana Summers
(Signature)

DANA SUMMERS
(Printed Name)

Title: Buyer Senior



RFP # DMS-1000, Promotional Items and Imprinting Services Negotiation Summary for Promo Factory

08/30/18

1. Contractor's Promotional Items pricing schedule is as follows:
 - a. 10% - 22% discount off published list price
 - b. Set-up fees - based by manufacturer (*shall pass on exact cost*)
 - c. Set-up fees for other goods or services offered - Set-up fees for other goods or services offered - based by manufacturer (*shall pass on exact cost*)
2. Contractor's Imprinting Services pricing schedule is as follows:
 - a. Custom designing and creating artwork - \$35.00 flat fee for first design and \$5.00 revision/art fee waived for all designs that take less than one hour
 - b. Custom designing print screen and embroidery artwork - \$35.00 flat fee for first design and \$5.00 revision/art fee waived for all designs that take less than one hour
 - c. Tape creation - \$35.00 up to 10,000 stitches
 - d. Tape edits - \$0 - \$10.00 per edit if created by Contractor (*cannot edit a customer provided tape*)
 - e. Conversion of art to vector format - \$25.00 to \$35.00
 - f. Personalization - \$5.50 per name
 - g. Thread color changes - no additional cost up to 10 colors
 - h. Second location - \$5.00 to \$7.50
 - i. Poly-bagging garment - \$0.36 each (*upon request only*)
 - j. Embroidery set-up fees - no additional cost
 - k. Screen print set-up fees – based by manufacturer (*shall pass on exact cost*)
 - l. Set-up fees for other goods or services being offered - *based by manufacturer (shall pass on exact cost)*
 - m. Sample(s) - no cost with a selling price of \$20.00 or less, materials or color swatches
 - n. Embroidery pricing: (*Embroidery only, apparel/item not included*)

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$5.57	\$4.00	\$3.14	\$2.14	\$2.14	\$2.07	\$1.64	\$1.64	\$1.57
Up to 5000	\$3.29	\$4.50	\$3.57	\$2.50	\$2.50	\$2.43	\$2.07	\$2.07	\$1.64
Up to 6000	\$7.00	\$5.00	\$4.00	\$3.00	\$3.00	\$2.86	\$2.29	\$2.29	\$2.00
Up to 7000	\$7.71	\$5.50	\$4.42	\$3.43	\$3.43	\$3.29	\$2.57	\$2.57	\$2.29
Up to 8000	\$8.43	\$6.00	\$4.86	\$3.86	\$3.86	\$3.57	\$3.00	\$3.00	\$2.71



**RFP # DMS-1000, Promotional Items and Imprinting Services
Negotiation Summary for Promo Factory**

08/30/18

Up to 9000	\$9.14	\$6.50	\$5.29	\$4.14	\$4.14	\$3.93	\$3.21	\$3.21	\$3.00
Up to 10000	\$14.71	\$7.00	\$5.71	\$4.64	\$4.64	\$4.43	\$3.57	\$3.57	\$3.29
Each Addtl. 1000 stitches	\$1.14	\$0.43	\$0.36	\$0.33	\$0.33	\$0.29	\$0.21	\$0.21	\$0.14

o. Screen Printing Services pricing: *(Screen Printing only, apparel/item not included)*

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$4.64	\$8.21	\$11.79	\$15.36	\$18.93	\$22.50	N/A
12-23	\$3.57	\$5.36	\$7.50	\$9.64	\$11.78	\$13.92	N/A
24-47	\$2.14	\$3.00	\$3.86	\$4.64	\$5.43	\$6.14	\$0.71
48-71	\$1.79	\$2.50	\$3.21	\$3.86	\$4.50	\$5.14	\$0.64
72-143	\$1.43	\$2.14	\$2.79	\$3.36	\$3.86	\$4.29	\$0.43
144-287	\$1.14	\$1.57	\$2.00	\$2.43	\$2.86	\$3.29	\$0.40
288-499	\$1.00	\$1.36	\$1.71	\$2.07	\$2.43	\$2.79	\$0.36
500-999	\$0.79	\$1.07	\$1.36	\$1.64	\$1.93	\$2.21	\$0.29
1,000-1,999	\$0.73	\$0.87	\$1.01	\$1.16	\$1.30	\$1.44	\$0.14
2,000-4,999	\$0.69	\$0.81	\$0.94	\$1.04	\$1.14	\$1.26	\$0.11
5,000-up	\$0.54	\$0.67	\$0.80	\$0.90	\$1.00	\$1.10	\$0.10

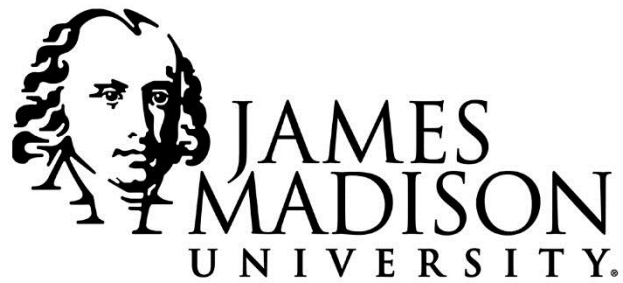
3. Contractor shall provide electronic proofs at no additional charge.
4. Contractor shall pass on exact delivery costs on all standard, rush order, and manufacturer orders to the University as applicable.
5. Contractor shall waive restocking and shipping fees for products that are damaged and/or printed incorrectly. Contractor shall be notified within 10 days of receiving order.
6. Contractor shall pass on exact restocking and shipping fees of returns/exchanges to the University as applicable.
7. Prior to production and if requested, Contractor shall waive final product sample(s) *(with logo)* when followed by an order.
8. Contractor shall maintain IMG licensed for James Madison University for the duration of the contract. Any associated costs shall be the sole responsibility of the Contractor.
9. Contractor shall not bill the Purchasing Agency charge card processing fees.



**RFP # DMS-1000, Promotional Items and Imprinting Services
Negotiation Summary for Promo Factory**

08/30/18

10. All deliveries made to the Purchasing Agency shall be FOB destination.
11. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment Act.
12. The Contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.



Request for Proposal

RFP# DMS-1000

Promotional Items and Imprinting Services

March 22, 2018



REQUEST FOR PROPOSALS

RFP# DMS-1000

Issue Date: March 22, 2018

Title: Promotional Items and Imprinting 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 with Five (5) Additional One (1) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 P.M. on April 24, 2018 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Dana Simmers, VCA, Buyer Senior Procurement Services, simmerdm@jmu.edu; 540-568-5113; (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:

Promo Factory
6440 Thomas Jefferson Pkwy Suite C
Palmyra, VA 22963
Date: 4-20-2018
Web Address: yourpromoneeds.com
Email: kathryn@yourpromoneeds.com

By: Kathryn Mahanes
(Signature in Ink)
Name: Kathryn Mahanes
(Please Print)
Title: owner
Phone: 434-305-2233
Fax #: 703-842-5413

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS: 701493

☒ YES; ☐ NO; IF YES \Rightarrow ☒ 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 # DMS-1000

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I. STATEMENT OF NEEDS

James Madison University desires to partner with contractors to provide quality promotional items and imprinting printing services. Offerors interested in responding to this solicitation may choose one or both areas to respond to under the Statement of Needs section of this RFP. Area A: Promotional Items and Area B: All Imprinting Services. The successful contractor(s) shall furnish goods and services in the area in which they provide a response.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.

A. Promotional Items

James Madison University desires to partner with contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. James Madison University shall provide and approve all logo(s) to be used on promotional items.

Contractor shall ensure that all “JMU Identity” guidelines are met when providing requested items. JMU’s Official Graphic Standards,” including colors, logos, photography, etc. can be found at: <https://www.jmu.edu/identity/graphic-style/index.shtml>

Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1.*

www.yourpromoneeds.com

2. Describe ability to customize an electronic catalog for James Madison University.

We have the ability to create a web store or catalog for JMU for up to 100 items, details of products for JMU would be needed in order to complete a web store or catalog.

3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.*

Electronic proofs are available upon request and/or depending on time needed for production of promotional items.

4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.

JMU has a designated Sales Representative, Spencer Mahanes, who will be able to meet with any department by phone or in person at the request of department personnel. He is on the JMU campus bi-weekly and is happy to adjust his dates for visiting the campus based on customer needs.

5. List all contact information for ordering, invoicing, customer service, etc.

Accounting: Kathryn Mahanes 434-305-2233 kathryn@yourpromoneeds.com

Ordering: Spencer Mahanes 434-825-4965 spencer@yourpromoneeds.com

Customer Service: Spencer Mahanes 434-825-4965 spencer@yourpromoneeds.com

6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.

Spencer Mahanes has been selling promotions to various colleges for over 13 years. (i.e. UVA, William & Mary, ODU, VCU, NAU and more.) He has met personally with different departments to discuss events and needs; to help come up with ideas as well as supply information and pricing on requested items. He has helped by designing mock ups, supplying samples and ordering spec samples of desired items while maintaining the integrity of all customer logos and art work. Contact via phone and email are vital avenues of contact for Spencer with his customers to complete projects in a timely manner. Paper catalogs are also available when needed for customers to have on hand or for when not all personnel are available to meet in person.

7. Indicate if your firm is currently licensed through IMG College Licensing Company for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at:

<http://www.clc.com/Licensing-Info.aspx>

Promo Factory has been licensed to work with JMU through IMG since 2012 and we have provided a copy of our signed agreement with this proposal.

Please see pages 26 through 29

8. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 10.*

Pre-production samples are available to all our customers. The ability to provide any spec sample(s) will be dependent on the time frame that the final product is needed.

9. Provide details of minimum order requirements, if applicable.

Minimums for orders are set by the production manufacturers and are different for all items. In some cases, there may be the option of an order having a less than minimum charge to order a smaller than normally required amount and Spencer will notify his customer of this option and associated costs when and if it is needed and is available. There is no minimum charge for orders.

10. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.*

Orders are shipped via ground service unless otherwise requested by purchaser. Standard shipping is 1 to 5 business days. If requested rush orders are available on most items available. It is our policy to review rush production charges versus rush shipping to ensure a better overall cost to our customers. Rush delivery is 1 to 2 business days. We do not markup freight costs. (upon request by the purchaser we will provide shipping estimates) The overall shipping time will depend on the manufacturing factory location. Whenever possible the closest manufacturing location will be requested. Typical promotional orders take 2 weeks to deliver from proof approval to final delivery.

11. Describe process for packaging orders.

Orders are packed by our manufacturer after imprinting and boxed for shipping to purchaser's requested shipping address. The packaging is dependent on the ordered item and may be, but are not limited to individual poly bags, boxed, gift boxed or freely packages with no wrapping in the shipping box.

12. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.*

It is Promo Factory's policy to do everything possible to provide the expected quality of our customers. If there is a problem, our client can provide pictures and descriptions of defects and we will pursue replacements or issue a credit depending on client's desire. Once imprinted, items may not be returned or exchanges unless they are broken, damaged or defective. Blank items may be returned. Request for returns, exchanges or replacements must be made within 10 days of receipt of items.

13. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.*

If items are received and are defective, broken or damaged then replacements will be provided when plausible. If a portion of items are defective, broken or damaged and replacements are not available then a credit will be issued for the unusable items.

14. Describe quality control process(s).

We take pride in offering professional and quality services. Working closely with our customers to ensure that their orders meet their expectations. Prior to printing, all promotional products are inspected for quality. Most manufacturers can provide certificates of (QCA) Quality Certification Alliance for their products. We work with top tier manufacturers that regularly inspect factories for social compliance. They can provide safety testing documents on most products. Promo Factory can provide additional information upon request. All imprinted items are inspected prior to leaving our manufacturing facilities.

When a customer chooses to work with Promo Factory we take the utmost care in preparing their order. Our sales team follows their orders from quote to delivery with the support of the inner office staff.

15. Provide sample quote showing list price, contract price and percentage off published list price.

Please see page 21.

16. Describe payment options available.

Payment options include Check or Credit Card. Promo Factory is registered with eVA and can process P-Cards provided through the system.

17. Provide a sample invoice and preferred method of payment.

Please see page 22.

18. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.*

Credit cards accepted and there is no additional fee for using a charge card.

19. Provide any incentive rebate options or packages.

At this time, we do not offer any rebate options as we strive to offer our customers the best price we can at the beginning of every order.

20. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 8.*

Additional goods and services offered are art recreation, set-ups, copy change charges, less-than-minimum fees, heat transfer, rush service and custom mold creation.

B. Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)

James Madison University desires to partner with contractor(s) to provide quality Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.). Contractor(s) shall match thread colors and PMS to JMU identity standards, which can be found at <https://www.jmu.edu/identity/graphic-style/index.shtml> . Contractor(s) must have the capability for multiple color screen printing as well as the ability to embroider. JMU will retain ownership of any design work created for this contract.

1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).

The imprinting options available include embroidery, screen printing, heat transfers, laser etching, pad printing, digital printing, embossing, sublimation and die struck.

2. Provide details of minimum order requirements, if applicable.

In most cases for screen printing and embroidery there are no minimums.

3. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.*

4. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.*

5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*
6. Provide a sample of a design for both screen printing and embroidery.

Please see page 25.

7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in *Section X. Pricing Schedule, B. 4.*

Spencer Mahanes will be doing the art work for JMU orders and will create artwork designs to customers specifications. We do not charge for the art adjustment made to size artwork to fit imprinting areas when the correct format is provided to us. (i.e. vector art files). Converting art work to vector format has a turnaround is 24-48 hours. Normal turnaround time for mockups on pending orders is 24 hours or less.

8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in *Section X. Pricing Schedule, B. 5.*

Our screen printing suppliers will create screens from the approved art supplied to them by us as to maintain the integrity of JMU's logos. Embroidery tapes are made through our supplier require 24 hours to turnaround designs. The turnaround on screen printing and embroidery orders is about 10 working days plus one day for shipping.

9. Provide the lead time for embroidered products from time of order placement until delivery.

The turnaround on embroidery orders is about 10 business days plus one day for shipping.

10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*)

We work in Illustrator (PC) and require EPS and AI files.

11. Describe timeframe for providing adequate sample items, materials, or color swatches. (*i.e. number of days for review at no charge to the University*) Provide associated costs in *Section X. Pricing Schedule, B. 6.*

Samples typically take up to five days to deliver and in most cases are at no charge.

12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4" full filled-in logos.

Client would provide vector art to size for us to order the tape (electronic dst file). Tapes are produced in 24-48 hours with a sew out to ensure quality of the art is met. If vector art is not supplied, then additional fees would apply.

13. Describe the process for vector artwork for logos that will be screen printed.

If needed Promo Factory will convert customer art to vector format. If vector art is provided we will use customer supplied art. A mockup will be created to show size and placement on chosen items and sent to customer for approval.

14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in *Section X. Pricing Schedule, B. 7.*

Standard orders will be shipped ground to client. Promo Factory uses screen printers and embroiderers that are Virginia based, so all orders are a one-day ship to JMU. Our im printers will ship via UPS or FedEx.

15. Describe return policy. Provide associated costs in *Section X. Pricing Schedule, B. 8.*

Once an item is imprinted there is no possibility of returning them.

16. Provide sample quote showing list price, contract price and/or percentage off published list price.

Please see page 23.

17. Provide sample invoice and preferred method of payment.

Please see page 24.

18. Provide sample quote showing list price, contract price and percentage off published list price.

Please see page 23.

19. Describe payment options available.

Payment options include Check or Credit Card. Promo Factory is registered with eVA and can process P-Cards provided through the system.

20. Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.*

Credit cards are accepted and there is no additional fee for using a charge card.

21. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request.

JMU has a designated Sales Representative, Spencer Mahanes, who will be able to meet with any department by phone or in person at the request of department personnel. He is on the JMU campus bi-weekly and is willing to adjust his dates for visiting the campus based on customer needs.

22. List all contact information for ordering, invoicing, customer service, etc.

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Ordering: Spencer Mahanes 434-825-4965 spencer@yourpromoneeds.com

Customer Service: Spencer Mahanes 434-825-4965 Spencer@yourpromoneeds.com

23. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.

Spencer Mahanes has been selling promotions to various colleges for over 13 years. (i.e. UVA, William & Mary, ODU, VCU, NAU and more.) He has met personally with different departments to discuss events and needs to help come up with ideas as well as supply information and pricing on requested items. He has helped by designing mock ups, supplying samples and ordering spec samples of desired items while maintaining the integrity of all customer logos and art work. Contact via phone and email are vital avenues of contact for Spencer with his customers to complete projects in a timely manner. Paper catalogs are also available when needed for customers to have on hand or when not all personnel are available to meet.

24. Indicate if your firm is currently licensed through IMG College Licensing Company for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <http://www.clc.com/Licensing-Info.aspx>

Promo Factory has been licensed to work with JMU through IMG since 2012 and we have provided a copy of our signed agreement with this proposal.

Please see pages 26-29.

25. Describe plan for providing pre-production samples of embroidery and screen printing items. (*i.e. number of days for review at no charge to the university*)

If a preproduction sample is needed for embroidery or screen printing one can be sent electronically for customer approval. There is no charge if the order is completed.

26. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, B. 11.*

Additional services for embroidery are tape creation, tape edits, personalization thread color changes, second location embroidery, and poly-bagging garments.

Additional charges for screen printing are screen creation, flashes on dark garments and PMS matching.

X. REVISED PRICING SCHEDULE

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. (*Reference Section IV. Statement of Needs, A. 1.*)

We are offering a percentage discount off listed price of between 10% to 22% on all quantities.

2. The offeror shall provide associated costs for electronic proofs. (*Reference Section IV. Statement of Needs, A. 3.*)

In most cases there is no charge for electronic proofs. If there is a charge it will be between \$5.00 and \$15.00.

3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. (*Reference Section IV. Statement of Needs, A. 10.*)

Standard shipping will be billed at ground rates and rush orders at overnight rates. We do not markup freight cost and all shipping cost are passed on as the exact shipping cost to us.

4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. (*Reference Section IV. Statement of Needs, A. 12.*)

Restocking fees are not marked up and are set by manufacturers. Shipping for returns or exchanges are sent via ground service and will be charged exact shipping rates. There is no charge for returning broken, damaged or defective items.

5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. (*Reference Section IV. Statement of Needs, A. 13.*)

If promotions are received (entire order or part of order) defective, broken or damaged, customer is not responsible for the cost of the unusable items. Customer is only responsible for the cost of usable items, replacements (if any), and other costs quoted for the order.

6. The offeror shall specify any associated charge card processing fees, if applicable. (*Reference Section IV. Statement of Needs, A. 18.*)

There is no fee for using a charge card.

8. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. (*Reference Section IV. Statement of Needs, A. 20.*)

The previously listed items charges are set by the supplier and vary greatly. Exact pricing will be given once an item has been selected during the quoting process.

9. The offeror shall provide associated costs for set-up fees.

Set-up fees range in price from \$15.00 to \$60.00. The exact fee will be given on the quote.

10. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. (*Reference Section IV. Statement of Needs, A. 8.*)

There is no limit to the number of spec samples available. The cost for spec samples are to include the cost of the item, set-up fees, and the shipping.

B. Embroidery and Screen Printing

1. The offeror shall complete the following Embroidery Price List. (*Reference Statement of Needs, Section B. Number 3*)

Pricing below does not include the cost of the garment. Additional charges for second location or hats may apply and will be quoted prior to placing the order.

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$5.57	\$4.00	\$3.14	\$2.14	\$2.14	\$2.07	\$1.64	\$1.64	\$1.57
Up to 5000	\$6.29	\$4.50	\$3.57	\$2.50	\$2.50	\$2.43	\$2.07	\$2.07	\$1.64
Up to 6000	\$7.00	\$5.00	\$4.00	\$3.00	\$3.00	\$2.86	\$2.29	\$2.29	\$2.00
Up to 7000	\$7.71	\$5.50	\$4.42	\$3.43	\$3.43	\$3.29	\$2.57	\$2.57	\$2.29
Up to 8000	\$8.43	\$6.00	\$4.86	\$3.86	\$3.86	\$3.57	\$3.00	\$3.00	\$2.71
Up to 9000	\$9.14	\$6.50	\$5.29	\$4.14	\$4.14	\$3.93	\$3.21	\$3.21	\$3.00
Up to 10000	\$14.71	\$7.00	\$5.71	\$4.64	\$4.64	\$4.43	\$3.57	\$3.57	\$3.29
Each Addtl. 1000 stitches	\$1.14	\$0.43	\$0.36	\$0.33	\$0.33	\$0.29	\$0.21	\$0.21	\$0.14

2. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) (*Reference Statement of Needs, Section B. Number 4*)

Tape creation \$35.00 up to 10,000 stitches

Tape edits \$0 to \$10.00 per edit if we created the tape (We cannot edit a customer provided tape.)

Personalization \$5.50 per name

Thread color changes No charge up to 10 colors

Second location \$5.00 to \$7.50 depending on stitch count

Poly-bagging of garment \$0.36 each (upon request only)

3. The offeror shall complete the following table for screen printing services. (*Reference Statement of Needs, Section B. Number 5*)

Pricing below does not include the cost of the garment. Additional charges for sleeve or leg printing, second location, metallic ink, flashes on dark garments, personalization or hats may apply and will be quoted prior to placing the order.

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$4.64	\$8.21	\$11.79	\$15.36	\$18.93	\$22.50	\$n/a
12-23	\$3.57	\$5.36	\$7.50	\$9.64	\$77.79	\$13.93	\$n/a
24-47	\$2.14	\$3.00	\$3.86	\$4.64	\$5.43	\$6.14	\$0.71
48-71	\$1.79	\$2.50	\$3.21	\$3.86	\$4.50	\$5.14	\$0.64
72-143	\$1.43	\$2.14	\$2.79	\$3.36	\$3.86	\$4.29	\$0.43
144-287	\$1.14	\$1.57	\$2.00	\$2.43	\$2.86	\$3.29	\$0.40
288-499	\$1.00	\$1.36	\$1.71	\$2.07	\$2.43	\$2.79	\$0.36
500-999	\$0.79	\$1.07	\$1.36	\$1.64	\$1.93	\$2.21	\$0.29
1,000-1,999	\$0.73	\$0.87	\$1.01	\$1.16	\$1.30	\$1.44	\$0.14
2,000-4,999	\$0.69	\$0.81	\$0.94	\$1.04	\$1.14	\$1.26	\$0.11
5,000-up	\$0.54	\$0.67	\$0.80	\$0.90	\$1.00	\$1.10	\$0.10

4. The offeror shall provide associated costs per hour for designing and creating artwork. (*Reference Statement of Needs, Section B. 7*)

We charge a flat rate to design and create new art work \$35.00 for the first design and \$5.00 for each revision. Art resizing and minor changes to customer provided vector art are at no charge.

5. The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. (*Reference Statement of Needs, Section B. 8*)

We charge a flat rate to design and create art work \$35.00 for first design and \$5.00 for each revision. Art resizing and minor changes to customer provided art are at no charge. Creation of an embroidery tape is \$35.00 up to 10,000 stitches and conversion of art to vector format is \$25.00 to \$35.00 depending on complexity of artwork.

6. The offeror shall provide associated costs for sample items, material, or color swatches. (*Reference Statement of Needs, Section B. 11*)

There is no charge for samples with a selling price of \$20.00 or less, materials or color swatches.

7. The offeror shall provide associated costs for standard and rush orders. (*Reference Statement of Needs, Section B. 14*)

Standard imprinting costs for shipping are billed and ground shipping rates and rush charges are billed at overnight rates if ground shipping is more than one day. Rush charges may apply to the order if more economical than overnight shipping. Rush charges for screen printing are \$60.00 per order and for embroidery are \$25.00 per order.

8. The offeror shall provide associated costs for returns for embroidery and screen printing items. (*Reference Statement of Needs, Section B. 15*)

Screen printed and embroidered items are nonreturnable once completed. If the approved artwork was imprinted incorrectly or with defects than replacements will be supplied. End-users are only charged for the products supplied with the approved art.

9. The offeror shall provide associated costs for set-up fees.

Embroidery has no set-up fees and screen printing has screen fees of \$25.00 per screen.

10. The offeror shall specify associated charge card processing fees. (*Reference Section X. Pricing Schedule, B. 20*)

There is no additional fee for using a charge card.

11. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. (*Reference Statement of Needs, Section B. 26*)

Embroidery:

Tape creation \$35.00 up to 10,000 stitches

Tape edits \$0 to \$10.00 per edit if we created the tape (We cannot edit a customer provided tape.)

Personalization \$5.50 per name

Thread color changes No charge up to 10 colors

Second location \$5.00 to \$7.50 depending on stitch count

Poly-bagging of garment \$0.36 each (upon request only)

Screen Printing:

Screens \$25.00

Flash for dark colored items \$0.36 per item

PSM Match \$25.00 on some orders

ATTACHMENTS

Narrative

Resume for Spencer Mahanes

VASCUPP Member Listing with Sales Totals for April 2017 to March 2018

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

Sample Quotes and Invoices

Sample Embroidery and Screen Printing Designs

IMG Contract

Promo Factory

April 20, 2018

6440 Thomas Jefferson Parkway Suite C
Palmyra, VA 22963
P: 1-888-380-1309
F: 1-703-842-5413

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 OTT Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Proposal for Sales of Promotional Items and Imprinting Services Narrative

Promo Factory is pleased to offer this proposal to JMU for consideration in the bid for contracted work for promotional premiums and imprinting services (RFP# DMS-1000). We are a family owned promotional premium supply company founded in August of 2012. With years of experience, being members of promotional buying groups and SWaM certifications we are qualified to meet any promotional and imprinting needs.

With 13 years' experience in the sale of promotions Spencer Mahanes, co-owner of Promo Factory, will be the sales representative working directly with JMU and its personnel on their promotional and clothing needs. Spencer has been supplying promotions and imprinted items to JMU since before our conception giving him ample experience in the industry and with JMU's policies and expectations. He supplies quality service and products to all his customers by following their orders from start to finish. Thus, ensuring satisfaction in the service they receive and in the final product supplied. He has worked with over a dozen colleges and is proficient in their policies with handling art to maintain logo integrity.

We are members of purchasing groups in our industry so that we are eligible for special pricing with an array of manufacturers. This allows us to extend exceptional pricing to our customers so that quality products are available at an affordable price.

As a small, woman owned, business we also have been registered as a micro business. Our eVA certification number is 701493.

We strived to be a go to company that will go above and beyond for our customers every day. Thank you for the opportunity to show you what we can do for you.

SPENCER MAHANES

514 Mallard Lane, Scottsville, VA 24590
434-825-4965
spencer@yourpromoneeds.com

OBJECTIVE

Providing excellent service and quality products to customers for their marketing and promotional needs at a great price.

SKILLS & ABILITIES

13 years of experience in the promotions and imprinting industry. Excellent proficiency in order processing from quotation to final delivery of items. Knowledgeable in creating and adjusting vector art through Illustrator for the PC. Strong professional relationships with manufacturers from years of side by side work to create the best possible items for end-users.

EXPERIENCE

- | | |
|-------------------------|---|
| August 2012-Present | <p>President & Sales Representative, <i>Promo Factory</i></p> <ul style="list-style-type: none">• Manage customers' orders, bring on additional opportunities through new clients, maintain regular contact with current customers to secure a strong professional bond, provide ideas and pricing for promotions and imprinting needs, oversee orders from quote to delivery for clientele, create and adjust art work for orders, coach and encourage employees and provide guidance for their growth in the industry |
| August 2005-August 2012 | <p>Outside Sales Representative, <i>Bright Ideas</i></p> <ul style="list-style-type: none">• Managed customers' orders, brought on additional opportunities through new clients, maintaining regular contact with current customers to secure a strong professional bond, provided ideas and pricing for promotions and imprinting needs, processed orders for clientele |

EDUCATION

Dates From-To	Diploma, Charlottesville, VA, <i>Albemarle High School</i>
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VASCUPP Members List

Sales to members from April 2017 for March 2018

Member Name	Revenue for 2017
JMU	\$50,667.57
ODU	\$3,973.57
William & Mary	\$4,309.29
VCU	\$8,692.05
VMI	\$2,934.90
UVA	\$57,585.20

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 5 Months 8

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 #
Blue Ridge Esop	5+ years	154 Hansen Rd # 102 Charlottesville, VA 22911	Laura Sadikoglu 434-979-5500 Ext. 11
Blue Ridge Poison Center	4 years	1222 Jefferson Park Ave Room 4601 Charlottesville, VA 22908	Kristen Wenger 434-982-4386
Burris Logistics	5 years	501 Southeast 5th Street Milford, DE 19963	Maggi Owens 302-839-5157
RKW Residential	1 year	6100 Fairview Rd. #355 Charlotte, NC 28210	Joya Pavesi 704-228-8022
UVA School of Law	5 Years	580 Massie Road Charlottesville, VA 22903	Cordel Faulk 434-924-4869

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

Promo Factory

6440 Thomas Jefferson Parkway Suite C

Palmyra, VA 22963

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

[] YES [X] NO

IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: Promo Factory Preparer Name: Kathryn Mahanes

Date: 4/21/18

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

If yes, certification number: 701493 Certification date: recertified 1/13/2016

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

If yes, certification number: 701493 Certification date: recertified 1/13/2016

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

If yes, certification number: Certification date:

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

If yes, certification number: 701493 Certification date: 1/13/16

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, again with submission of each request for payment)

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> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<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)

SAMPLE

QUOTE

Promo Factory LLC
6440 Thomas Jefferson Parkway Suite C
Palmyra, Virginia 22963

Phone: 888.380.1309 Fax: 703.842.5413
Email: spencer@yourpromoneeds.com

PO/Ref #: 14979
Job #: 14979
Date: 04/03/18

Bill To:

NAU Athletics Marketing
Ali Mercado
PO Box 15400
Flagstaff, Arizona 86011

Phone: 928-523-8766
Email: Alison.Mercado@nau.edu

Ship To:

NAU Athletics Marketing
Ali Mercado
1705 S. San Francisco Street
Skydome
Flagstaff, Arizona 86011

Phone: 928-523-8766
Email: Alison.Mercado@nau.edu

Salesperson Spencer Mahanes	Ship Via	Ship Date In-hands by 04/20/18	Payment Terms Net 20
--------------------------------	----------	-----------------------------------	-------------------------

Qty	Item #	Description	Unit Price	Ext. Price
100	ERVDF-FTIKL	Unstructured Relaxed Golf Cap w/Sliding Buckle Color: White Imprint: Blue NAU on front and 7000 FEET on back in blue- 288c blue Notes: List Price: 9.30 Discount: 24% off list	\$6.99	\$699.00
1	royalty	Royalty applies	\$83.88	\$83.88

Subtotal	\$782.88
Shipping	\$45.00
Tax	EXEMPT
Total	\$827.88

Quote Acceptance

If this quote is acceptable, please sign below and return.

Authorized Signature: _____ Print Name: _____ Date: _____

Sample

INVOICE

Promo Factory LLC
6440 Thomas Jefferson Parkway Suite C
Palmyra, Virginia 22963

Phone: 888.380.1309 Fax: 703.842.5413
Email: spencer@yourpromoneeds.com

PO/Ref #: 14979
Job #: 14979
Date: 04/17/18

Bill To:

NAU Athletics Marketing
Ali Mercado
PO Box 15400
Flagstaff, Arizona 86011

Phone: 928-523-8766
Email: Alison.Mercado@nau.edu

Ship To:

NAU Athletics Marketing
Ali Mercado
1705 S. San Francisco Street
Skydome
Flagstaff, Arizona 86011

Phone: 928-523-8766
Email: Alison.Mercado@nau.edu

Salesperson Spencer Mahanes	Ship Via Ground	Ship Date In-hands by 04/20/18	Payment Terms Net 20 - Credit Card
--------------------------------	--------------------	-----------------------------------	---------------------------------------

Qty	Item #	Description	Unit Price	Ext. Price
100	ERVDF-FTIKL	Unstructured Relaxed Golf Cap w/Sliding Buckle Color: White Imprint: Blue NAU on front and 7000 FEET on back in blue- 288c blue	\$6.99	\$699.00
1	royalty	Royalty applies	\$83.88	\$83.88

Subtotal	\$782.88
Shipping	\$45.00
Tax	EXEMPT
Total	\$827.88

NOTES TO CUSTOMER:

Promo Factory Tax ID #45-5631310

SAMPLE

QUOTE

Promo Factory LLC
6440 Thomas Jefferson Parkway Suite C
Palmyra, Virginia 22963

Phone: 888.380.1309 Fax: 703.842.5413
Email: spencer@yourpromoneeds.com

PO/Ref #: 14051
Job #: 14051
Date: 03/24/17

Bill To:

VSU Student Activities
Jairamie King
1 Haden Drive
Foster Hall Rm.304
Petersburg, Virginia 23806
USA

Phone: 804-524-5522
Email: jaking@vsu.edu

Ship To:

VSU Student Activities
Jairamie King
1 Haden Drive
Foster Hall Rm.304
Petersburg, Virginia 23806
USA

Phone: 804-524-5522
Email: jaking@vsu.edu

Salesperson	Ship Via	Ship Date	Payment Terms
Spencer Mahanes			Net 20 - Check

Qty	Item #	Description	Unit Price	Ext. Price
16	MNWVK-GSPMM	Nike Golf Dri-Fit Micro Pique Polo Shirt Color: Team red Size: M-5, L-4, XL-7 Notes: List price: 39.99 blank Discount: 26% including embellishment	\$35.99	\$575.84
16	EMB	Embroidery included Imprint: Left chest of KAP code of arms with additional text. exterior text in white.11k stitches	\$0.00	\$0.00

Subtotal	\$575.84
Shipping	\$33.00
Tax	EXEMPT
Total	\$608.84

Quote Acceptance

If this quote is acceptable, please sign below and return.

Authorized Signature: _____ Print Name: _____ Date: _____

SAMPLE

INVOICE

Promo Factory LLC
6440 Thomas Jefferson Parkway Suite C
Palmyra, Virginia 22963

Phone: 888.380.1309 Fax: 703.842.5413
Email: spencer@yourpromoneeds.com

PO/Ref #: 14051
Job #: 14051
Date: 03/24/17

Bill To:

VSU Student Activities
Jairamie King
1 Haden Drive
Foster Hall Rm.304
Petersburg, Virginia 23806
USA

Phone: 804-524-5522
Email: jaking@vsu.edu

Ship To:

VSU Student Activities
Jairamie King
1 Haden Drive
Foster Hall Rm.304
Petersburg, Virginia 23806
USA

Phone: 804-524-5522
Email: jaking@vsu.edu

Salesperson Spencer Mahanes	Ship Via	Ship Date	Payment Terms Net 20 - Check
--------------------------------	----------	-----------	---------------------------------

Qty	Item #	Description	Unit Price	Ext. Price
16	MNWVK-GSPMM	Nike Golf Dri-Fit Micro Pique Polo Shirt Color: Team red Size: M-5, L-4, XL-7 Notes: List price: 39.99 blank Discount: 26% including embellishment	\$35.99	\$575.84
16	EMB	Embroidery included Imprint: Left chest of KAP code of arms with additional text. exterior text in white.11k stitches	\$0.00	\$0.00

Subtotal	\$575.84
Shipping	\$33.00
Tax	EXEMPT
Total	\$608.84

Embroidery



Grey in front design will be shirt color.



Screen Printing

THE COLLEGIATE LICENSING COMPANY
INTERNAL CAMPUS SUPPLIER AGREEMENT

This is an Agreement between Promo Factory, LLC, a partnership organized under the laws of the state of VA, having its principal place of business at 573 Jefferson Drive, Palmyra, VA 22963 ("Licensee"), and The Collegiate Licensing Company, a corporation organized under the laws of the state of Georgia, having its principal place of business at 290 Interstate North Circle, Suite 200, Atlanta, Georgia 30339 ("CLC").

WHEREAS CLC represents the licensing interests of the colleges and universities listed on Appendix A attached hereto ("Collegiate Institution") and has the exclusive rights, as agent, to license for commercial purposes the use of certain indicia, including but not limited to the trademarks set forth in Appendix B ("Licensed Indicia"); and

WHEREAS Licensee desires to be authorized, for the limited purposes stated herein, to utilize Licensed Indicia on the certain products submitted for approval, and CLC is willing, subject to certain conditions, to grant such a license; and

NOW, THEREFORE, in consideration of the parties' mutual promises, covenants, conditions, and limitations contained herein, the parties hereto agree as follows:

1. OWNERSHIP OF RIGHTS

Licensee acknowledges and agrees that the Collegiate Institutions are the sole and exclusive owners of all rights, title and interest in and to their respective Licensed Indicia as set forth in Appendix B, as well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by the Collegiate Institutions and CLC. Licensee's use of any Licensed Indicia inures to the benefit of the Collegiate Institutions.

2. GRANT OF LICENSE

(a) CLC hereby grants to Licensee permission to use the Licensed Indicia as set forth in Appendix B in connection with the certain products ("Licensed Articles") submitted for approval as per Paragraph 6 of this Agreement, and in accordance with the limited terms and conditions herein. Licensee shall have the right to sell the Licensed Articles to internal departments and recognized clubs and organizations of the Collegiate Institutions ("Customers") as listed on Appendix B-1 for internal use only by the Customers and not for resale. For purposes of this Agreement, Customers do not include bookstores, other institutional retail outlets, or non-recognized student clubs and organizations. In the event that Licensee distributes and/or sells the Licensed Articles to any person or entity other than the Customers, CLC or the Collegiate Institutions shall have the right to immediately terminate this Agreement and require Licensee to pay damages in the amount no less than the royalty fees charged by the Collegiate Institutions to licensees that are authorized to distribute and/or sell products to traditional retail outlets.

(b) Licensee shall comply with any labor code and monitoring requirements established by the respective Collegiate Institutions, including but not limited to the requirements set forth in The Collegiate Licensing Company Special Agreement Regarding Labor Codes of Conduct, which is incorporated herein by reference. CLC shall give Licensee reasonable written notice of any changes in labor code requirements. Licensee, upon receipt of the notice, is responsible for complying with the new labor code requirements. Licensee's failure to comply with this Paragraph may result in immediate termination of this Agreement.

(c) No right, express or implied, is granted to Licensee to sublicense or otherwise transfer the right to use the Licensed Indicia to third parties, and any such right is expressly withheld from this Agreement.

3. TERMINATION

(a) This Agreement shall be deemed effective the date of the last signature below and shall expire on September 30, 2013, unless terminated sooner or extended in accordance with the provisions hereof. Thereafter, this Agreement shall automatically be extended for additional yearly periods under the same terms and conditions unless either party shall give

written notice of termination at least thirty (30) days prior to the end of the respective period or Licensee fails to remit payment for the administrative fee on the anniversary date as noted in Paragraph 4.

(b) This Agreement may be terminated for cause by either party effective upon thirty (30) days written notice of either party.

(c) CLC shall have the right to terminate this Agreement upon written notice to Licensee without cause with respect to a particular Collegiate Institution in the event that said Collegiate Institution directs CLC to terminate this Agreement. This termination shall be without prejudice to any other rights CLC may have, whether under the provisions of this Agreement, in law, in equity or otherwise.

(d) This Agreement shall be deemed automatically terminated in the event that Licensee closes, ceases doing business in the manner in which it presently operates, files any petition under any federal or state bankruptcy statute, or is adjudicated bankrupt or insolvent, or sells, assigns or otherwise transfers ownership of the Licensee. Further, Licensee shall notify any transferee of this Agreement, its termination, and that the transferee cannot use the Licensed Indicia name in connection with its business or services.

4. PAYMENTS

Administrative Fee: Upon execution of the Agreement, and on each successive anniversary date during the Term, Licensee shall pay to CLC, as a nonrefundable payment, an administrative fee of 100.00 for each Collegiate Institution as listed on Appendix A for which Licensee maintains a license.

5. RECORDS AND RIGHT TO AUDIT

Licensee agrees to keep all books, accounts and records covering all transactions relating to this Agreement. CLC and its duly authorized representatives shall have the right to examine such books, accounts and records and all other documents and material in Licensee's possession or under its control, with respect to the subject matter and terms of this Agreement, and shall have a reasonable amount of access thereto for such purposes and for the purpose of making copies and/or abstracts therefrom. All such books, accounts and records shall be kept available for at least three (3) years after the termination or expiration of this Agreement.

6. QUALITY APPROVAL OF LICENSED ARTICLES

The quality of the Licensed Articles as well as the manner and style in which the Licensed Indicia are used must be approved by the respective Collegiate Institutions. Licensee agrees to submit via MyiCLC all designs and products bearing the Licensed Indicia prior to sale or distribution. Any proposed change in the Licensed Articles shall also be submitted via MyiCLC for approval. Licensee shall not alter, modify, dilute or otherwise misuse the Licensed Indicia.

7. INDEMNIFICATION AND INSURANCE

(a) Licensee hereby agrees to be solely responsible for, to defend, and indemnify CLC, the Collegiate Institutions and their respective officers, agents, and employees, and to hold each of them harmless from any claims, demands, causes of action or damages arising out of the use of the Licensed Indicia in connection with the manufacture, distribution, sale or use of the Licensed Articles or otherwise.

(b) Prior to the first sale of any Licensed Article, Licensee shall obtain, and thereafter maintain, commercial general liability insurance including product and contractual liability insurance providing adequate protection for CLC, the Collegiate Institutions and their respective officers, agents, and employees as additional Insureds on Licensee's policy in amounts of coverage specified below, against any claims, demands, or causes of action and damages, arising out of alleged defects in Licensed Articles, or any manufacture or use thereof. Licensee agrees that such insurance policy or policies shall provide coverage of one million dollars (\$1,000,000) for personal injury, bodily injury and property damage arising out of each occurrence, or Licensee's standard insurance policy limits, whichever is greater. However, recognizing

that the aforesaid amounts may be inappropriate with regard to specific classes of products, it is contemplated that CLC may make reasonable adjustment to the foregoing amounts.

8. SURVIVAL OF RIGHTS

The terms and conditions of this Agreement necessary to protect the rights and interests of the Collegiate Institutions in their respective Licensed Indicia shall survive the expiration of this Agreement. Additionally, the terms and conditions of this Agreement which provide for any activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled and satisfied.

9. CONFORMITY TO LAW AND POLICY

Licensee shall comply with such guidelines, policies, and/or requirements as CLC or the Collegiate Institutions may announce from time to time, including without limitation guidelines, policies and/or requirements contained in periodic CLC bulletins. Licensee shall comply with all laws, regulations and standards relating or pertaining to the manufacture, sale, advertising or use of the Licensed Articles and shall maintain the highest quality and standards. Licensee shall comply with the requirements of any regulatory agencies (including without limitation the United States Consumer Product Safety Commission) which shall have jurisdiction over the Licensed Articles.

10. INTEGRATION

This Agreement constitutes the entire agreement between the parties as to the Licensed Articles, and no modifications or revisions hereof shall be of any force or effect unless the same are in writing and executed by both parties hereto.

11. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

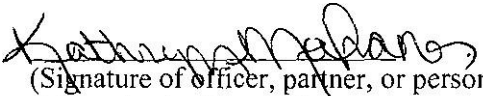
12. APPLICABLE LAW

This Agreement shall be governed by the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Promo Factory, LLC

THE COLLEGIATE LICENSING COMPANY

By: 
(Signature of officer, partner, or person
duly authorized to sign)

By: 

Owner Title: Title:

Vice President

8-20-12 Date:

9/10/12 Date:

APPENDIX A
COLLEGIATE INSTITUTIONS

<u>Institution(s)</u>	<u>CLC Administrative</u> <u>Fee</u>
James Madison University	\$100.00
Total Fees:	\$100.00
Less Application Fee:	<u>- \$100.00</u>
Total Due:	so.00



April 17, 2018

ADDENDUM NO.: ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DMS-1000**
Dated: **March 22, 2018**
Commodity: **Promotional Items and Imprinting Services**
RFP Closing On: **April 24, 2018 at 2:00 p.m. (Eastern)**

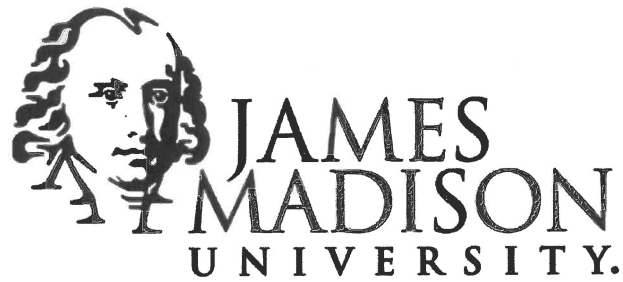
Please note the clarifications and/or changes made on this proposal program:

1. **Replace SECTION X. PRICING SCHEDULE with the attached revised SECTION X. PRICING SCHEDULE, Pages 21 & 22 (The reference numbers were off by one in the original pricing schedule).**

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

Sincerely,

Dana Simmers, VCA
Buyer Senior
Phone: (540-568-5113)

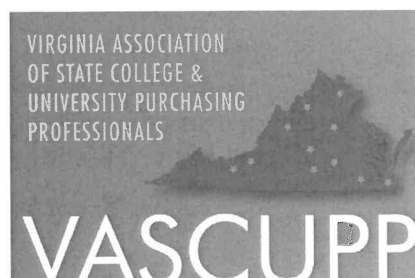


Request for Proposal

RFP# DMS-1000

Promotional Items and Imprinting Services

March 22, 2018



REQUEST FOR PROPOSALS

RFP# DMS-1000

Issue Date: March 22, 2018

Title: Promotional Items and Imprinting 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 with Five (5) Additional One (1) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 P.M. on April 24, 2018 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Dana Simmers, VCA, Buyer Senior Procurement Services, simmerdm@jmu.edu; 540-568-5113; (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 in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

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 # DMS-1000

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Promotional Items and Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.) 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 five (5) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, and lip balm. 2017 eVA Reports showed approximately \$1,119,734 in spend for JMU for promotional items and embroidery/screening printing services which came from 80 to 90 promotional vendors. 2017 eVA Reports also showed approximately \$3,000,000 in spend across Virginia which includes the JMU amount listed above.

Licensing JMU Trademarks, Logos, Seals, Indicia and Mascot: James Madison University (JMU) has assigned all rights, titles and interest in any trademarks, logos and insignias owned or acquired by the University to the James Madison University Foundation (JMUF). JMUF has established a licensing program to insure that the public properly identifies and associates JMU on products bearing the institution's marks.

Any products which carry an approved mark or logo of the University will be covered by the licensing program. Merchandise bearing JMU trademarks and logs are limited to merchandise produced by manufacturers that are officially licensed to produce JMU's marks. Officially licensed manufacturers are licensed and registered by the Foundation's licensing agent, IMG College Licensing Company (<http://www.clc.com/Licensing-Info.aspx>).

Campus organizations seeking to use JMU marks for fundraising projects, club projects, fraternity/sorority endeavors, etc. must first seek initial approval from the Associate Vice President for Business Services and then submit the proposal to a licensed manufacturer or to the JMU Foundation.

The contracts are intended to be **MANDATORY** for James Madison University Departmental end-users. Limited exemptions for certain items and services will be decided by Procurement Services. Multiple contracts shall be awarded with no certain dollar amount. While not "mandatory", other institutions may seek to utilize resulting contracts.

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 desires to partner with contractors to provide quality promotional items and imprinting printing services. Offerors interested in responding to this solicitation may choose one or both areas to respond to under the Statement of Needs section of this RFP. *Area A: Promotional Items and Area B: All Imprinting Services*. The successful contractor(s) shall furnish goods and services in the area in which they provide a response.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.

A. Promotional Items

James Madison University desires to partner with contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. James Madison University shall provide and approve all logo(s) to be used on promotional items.

Contractor shall ensure that all “JMU Identity” guidelines are met when providing requested items. JMU’s Official Graphic Standards,” including colors, logos, photography, etc. can be found at: <https://www.jmu.edu/identity/graphic-style/index.shtml>

Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1*.
2. Describe ability to customize an electronic catalog for James Madison University.
3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2*.
4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
5. List all contact information for ordering, invoicing, customer service, etc.
6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
7. Indicate if your firm is currently licensed through IMG College Licensing Company for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at:

<http://www.clc.com/Licensing-Info.aspx>

8. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 10.*
9. Provide details of minimum order requirements, if applicable.
10. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.*
11. Describe process for packaging orders.
12. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.*
13. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.*
14. Describe quality control process(s).
15. Provide sample quote showing list price, contract price and percentage off published list price.
16. Describe payment options available.
17. Provide a sample invoice and preferred method of payment.
18. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.*
19. Provide any incentive rebate options or packages.
20. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 8.*

B. Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)

James Madison University desires to partner with contractor(s) to provide quality Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.). Contractor(s) shall match thread colors and PMS to JMU identity standards, which can be found at <https://www.jmu.edu/identity/graphic-style/index.shtml> . Contractor(s) must have the capability for multiple color screen printing as well as the ability to embroider. JMU will retain ownership of any design work created for this contract.

1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).
2. Provide details of minimum order requirements, if applicable.
3. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.*
4. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.*
5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*

6. Provide a sample of a design for both screen printing and embroidery.
7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in *Section X. Pricing Schedule, B. 4.*
8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in *Section X. Pricing Schedule, B. 5.*
9. Provide the lead time for embroidered products from time of order placement until delivery.
10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*)
11. Describe timeframe for providing adequate sample items, materials, or color swatches. (*i.e. number of days for review at no charge to the University*) Provide associated costs in *Section X. Pricing Schedule, B. 6.*
12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4” full filled-in logos.
13. Describe the process for vector artwork for logos that will be screen printed.
14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in *Section X. Pricing Schedule, B. 7.*
15. Describe return policy. Provide associated costs in *Section X. Pricing Schedule, B. 8.*
16. Provide sample quote showing list price, contract price and/or percentage off published list price.
17. Provide sample invoice and preferred method of payment.
18. Provide sample quote showing list price, contract price and percentage off published list price.
19. Describe payment options available.
20. Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.*
21. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request.
22. List all contact information for ordering, invoicing, customer service, etc.
23. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
24. Indicate if your firm is currently licensed through IMG College Licensing Company for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at:

<http://www.clc.com/Licensing-Info.aspx>

25. Describe plan for providing pre-production samples of embroidery and screen printing items. (*i.e. number of days for review at no charge to the university*)
26. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, B. 11.*

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.

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. **One (1) original and eight (8) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **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 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard 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.

2. 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.
3. 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 and will result in rejection and return of the proposal.

4. 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.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

- B. 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 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, 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 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 \$50,000, 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, 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:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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. 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.
- Z. 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.

- AA. 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 by Fax to 540/568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of two (2) 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. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of material not to exceed the increase in the following index/indices: Textile Products and Apparel, Rubber and Plastic Products, and other related indices. No price increase will be authorized for 360 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- H. 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.
- I. 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.
- J. PURCHASING REPORTS: The contractor shall furnish James Madison University a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.
- K. 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.

L. 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.**
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.** 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.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.

- R. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.
- S. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- T. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency/requesting Department in usable condition after completion of the work, and prior to submission of the invoice for payment.
- U. 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.
- V. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- W. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. *(Reference Section IV. Statement of Needs, A. 1.)*
2. The offeror shall provide associated costs for electronic proofs. *(Reference Section IV. Statement of Needs, A. 3.)*
3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. *(Reference Section IV. Statement of Needs, A. 9.)*
4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 11.)*
5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 12.)*
6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 17.)*
8. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Section IV. Statement of Needs, A. 19.)*
9. The offeror shall provide associated costs for set-up fees.
10. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. *(Reference Section IV. Statement of Needs, A. 8.)*

B. Embroidery and Screen Printing

1. The offeror shall complete the following Embroidery Price List. *(Reference Statement of Needs, Section B. Number 2)*

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 5000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 6000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 7000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 8000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 9000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 10000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Each Addtl. 1000 stitches	\$	\$	\$	\$	\$	\$	\$	\$	\$

2. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) (*Reference Statement of Needs, Section B. Number 3*)
3. The offeror shall complete the following table for screen printing services. (*Reference Statement of Needs, Section B. Number 4*)

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$	\$	\$	\$	\$	\$	\$
12-23	\$	\$	\$	\$	\$	\$	\$
24-47	\$	\$	\$	\$	\$	\$	\$
48-71	\$	\$	\$	\$	\$	\$	\$
72-143	\$	\$	\$	\$	\$	\$	\$
144-287	\$	\$	\$	\$	\$	\$	\$
288-499	\$	\$	\$	\$	\$	\$	\$
500-999	\$	\$	\$	\$	\$	\$	\$
1,000-1,999	\$	\$	\$	\$	\$	\$	\$
2,000-4,999	\$	\$	\$	\$	\$	\$	\$
5,000-up	\$	\$	\$	\$	\$	\$	\$

4. The offeror shall provide associated costs per hour for designing and creating artwork. (*Reference Statement of Needs, Section B. 6*)
5. The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. (*Reference Statement of Needs, Section B. 7*)
6. The offeror shall provide associated costs for sample items, material, or color swatches. (*Reference Statement of Needs, Section B. 10*)
7. The offeror shall provide associated costs for standard and rush orders. (*Reference Statement of Needs, Section B. 13*)
8. The offeror shall provide associated costs for returns for embroidery and screen printing items. (*Reference Statement of Needs, Section B. 14*)
9. The offeror shall provide associated costs for set-up fees.
10. The offeror shall specify associated charge card processing fees. (*Reference Section X. Pricing Schedule, B. 19*)
11. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. (*Reference Statement of Needs, Section B. 25*)

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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, again with submission of each request for payment)

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 for _____
- (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

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)