



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5265

This contract entered into this 10th day of September 2018, by RealAccess LLC 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 19, 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: Arthur Bonair
(Signature)

ARTHUR BONAIR
(Printed Name)

Title: Managing Director

PURCHASING AGENCY:

By: Dana Summers
(Signature)

DANA SUMMERS
(Printed Name)

Title: Buyer Senior



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

08/30/18

1. Contractor's Promotional Items pricing schedule is as follows:
 - a. Next Column Pricing for all promotional items
 - b. Set-up fees - no additional cost for listed items
 - eligible writing instruments
 - bags
 - BIC writing instruments
 - coolers (*1 color 1 location imprint*)
 - BIC writing instruments (*1 color 1 location imprint*) except for the 330 option on the BIC Select laser engraved pens
 - BIC Sticky Notes
 - Scratch Pads
 - Branded Magnets
 - Branded Mouse Pads (*1 color 1 location imprint*)
 - overseas factory direct custom manufactured products (*1 color 1 location imprint*) minimum order 500 pieces
 - c. Samples - no additional charge when followed with an order, 1 pre-production sample per order per request - samples to be returned to Contractor at Agency's expense
 - d. Sale Flyers - no additional cost
 - e. All Rush orders will be charged at the published list price per quantity. A \$150 charge will be added to all rush orders. All rush orders for more than one product will incur an additional rush fee of \$150 for each extra product.
2. Contractor's Imprinting Services pricing schedule is as follows:
 - a. Custom designing and creating screen printed vector artwork - \$50 per hour - waived for orders greater than equal to \$1,000
 - b. Design fee for text only screen printed artwork - \$25
 - c. Custom designing print screen and embroidery artwork - per hour cost waived for orders greater than equal to \$1,000
 - d. Samples – no additional cost for sample items, material, or color swatches - samples to be returned to Contractor at Agency's expense
 - e. Set-up fees - waived for screen printed orders greater than equal to \$2,000, waived for overseas factory direct custom manufactured and imprinted promotional items (*1 color 1 location imprint*)
 - f. Puff Embroidery - additional \$0.75 for left chest or hat
 - g. Individual folding/bagging and label for size - no additional cost
 - h. Assembly & Reassembly of Jackets and Jacket Liners - additional \$0.60 per jacket
 - i. Appliques - call for pricing
 - j. Appliques Placement - additional \$0.25 each applique or letter/number



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

08/30/18

- k. Solvy - \$0.55 per pieces
- l. Difficult Items - additional \$0.60 per piece (*carharts, bags, etc.*)
- m. Metallic Thread - call for price
- n. Excessive Thread Color Combinations per order - additional \$0.75 per piece
- o. Edits - \$15.00 & up (*based on complexity*)
- p. Personalization - \$4.50 for the 1st line / \$3.00 for each additional line (*first name, last name, title, and number*)
- q. Typesetting text - \$25

*Note - Thread colors are NOT a perfect match to PMS colors. Maximum 12 Thread Colors per Design (\$25 *fee to match PMS colors*)

*Note - Artwork – Best: Vector art presented as an ai or eps file; Good jpg >= 300 dpi's

- r. Specialty Ink - metallic gold or silver– additional \$0.45 per piece per print (*entire design*)
- s. Embroidery Design Set Up:
 - 0 - 4,999 Stitches/Edits/Keyboard Set Ups: \$45
 - 5,000 - 9,999 Stitches: \$55
 - 10,000 - 29,999 Stitches: \$75
 - 30,000 - 59,999 Stitches: \$120
 - 60,000 - UP: \$165

*Note – 1% Spoilage Allowance on All Embroidered Orders

- t. 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	\$10.98	\$6.98	\$4.72	\$3.95	\$3.62	\$3.22	\$2.96	Call S/P	Call S/P
Up to 5000	\$12.26	\$8.20	\$4.82	\$3.98	\$3.70	\$3.40	\$3.15	Call S/P	Call S/P
Up to 6000	\$12.48	\$8.96	\$4.89	\$4.50	\$3.78	\$3.68	\$3.46	Call S/P	Call S/P
Up to 7000	\$12.93	\$9.46	\$5.25	\$5.05	\$4.90	\$4.78	\$4.66	Call S/P	Call S/P
Up to 8000	\$14.18	\$9.98	\$6.00	\$5.55	\$5.29	\$5.05	\$4.89	Call S/P	Call S/P



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

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Up to 9000	\$14.45	\$10.35	\$6.45	\$5.78	\$5.69	\$5.40	\$5.30	Call S/P	Call S/P
Up to 10000	\$14.75	\$10.51	\$6.75	\$6.05	\$5.98	\$5.75	\$5.55	Call S/P	Call S/P
Each Addtl. 1000 stitches	\$1.00	\$0.62	\$0.32	\$0.26	\$0.24	\$0.20	\$0.18	Call S/P	Call S/P

u. 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 (minimum is 12)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12-23	\$2.99	\$3.98	\$4.89	\$5.82	\$6.75	\$7.98	Call for S/P
24-47	\$1.85	\$2.59	\$2.88	\$3.45	\$3.85	\$4.47	Call for S/P
48-71	\$1.68	\$2.05	\$2.42	\$2.79	\$3.16	\$3.55	Call for S/P
72-143	\$1.57	\$1.88	\$2.24	\$2.60	\$2.98	\$3.32	Call for S/P
144-287	\$1.20	\$1.51	\$1.85	\$2.10	\$2.38	\$2.75	Call for S/P
288-499	\$1.15	\$1.41	\$1.73	\$2.00	\$2.31	\$2.60	Call for S/P
500-999	\$1.10	\$1.25	\$1.55	\$1.79	\$2.10	\$2.35	Call for S/P
1,000-1,999	\$1.05	\$1.20	\$1.50	\$1.75	\$2.05	\$2.30	Call for S/P
2,000-4,999	Call for S/P	Call for S/P	Call for S/P	Call for S/P	Call for S/P	Call for S/P	Call for S/P
5,000-up	Call for S/P	Call for S/P	Call for S/P	Call for S/P	Call for S/P	Call for S/P	Call for S/P

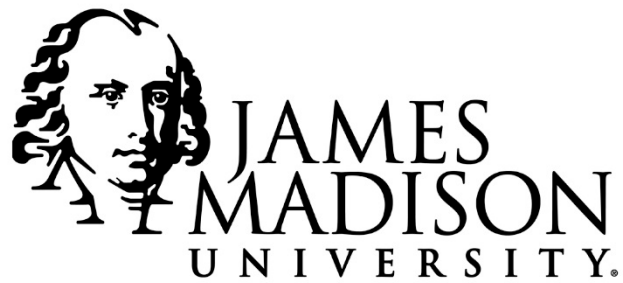
- Contractor shall provide electronic proofs at no additional charge. Contractor will provide vector artwork in order to receive electronic proofs.
- Contractor shall pass on exact delivery costs on all standard, rush order, and manufacturer orders to the University as applicable.
- Contractor shall waive shipping cost on all overseas factory direct custom manufactured and imprinted products. Contractor shall pay US duties and taxes.



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

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6. Contractor shall waive all restocking and shipping fees for products that are damaged and/or printed incorrectly.
7. Contractor shall waive all restocking and shipping fees of returns/exchanges.
8. Prior to production and if requested, Contractor shall provide final product sample(s) (*with logo*) at no additional costs when followed with an order (*with vector artwork presented as a pdf, ai or eps file*)
9. 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.
10. Contractor shall not bill the Purchasing Agency charge card processing fees.
11. All deliveries made to the Purchasing Agency shall be FOB destination.
12. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment Act.
13. 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:

RealAccess LLC


12956 Old Plains Road

Fairfax, Virginia 22033

Date: April 19th 2018

Web Address: www.realaccesspromo.com

Email: abonair@realaccesspromo.com

By: 
(Signature in Ink)

Name: ARTHUR BONAIR
(Please Print)

Title: Managing Director

Phone: 703-620-5390

Fax #: 703-817-0970

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.*
 - A) www.realaccesspromo.com. Type in name of product in “Search all Products” window. Click on magnify icon or click on Product Categories to find a specific product, description of product and column pricing. Once items are selected, contact RealAccess LLC sales consultant for a best value quote. Confirmed quotes shall represent the expected discount. (Also, click on Casual Apparel Catalog to view an assortment of apparel offered at case pricing). We offer instant inventory availability 24/7. Convenient order placing 24 hours a day, 7 days a week. Free shipping offered on overseas factory direct custom manufactured and imprinted products. 1 color 1 location set up charge of \$50.00 will be waived on all overseas factory direct custom imports. RealAccess LLC shall pay US duties and customs. Minimum quantities on factory direct custom made imports range from 500 pieces and above. Production time with shipping on factory direct goods is approximately 20 – 25 days with timely approval by US customs. Please ask RealAccess if your order qualifies for the factory direct import program to take advantages of discounted or preferred pricing. Visit www.realaccesspromo.com for promotional news, videos and event planning.

2. Describe ability to customize an electronic catalog for James Madison University.
 - A) RealAccess LLC can customize an electronic or digital catalog for James Madison University pending receipt of the category of products to be enlisted in the catalog. We offer graphic assistance for the creation of promotional sales literature by the university and department affiliations
3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.*
 - A) *Electronic proof approvals are required on all orders before moving to production. They (electronic proofs) shall be submitted to James Madison University in a timely manner in order to gain approval and meet the requested in hands delivery date. There is no cost associated with or for a proof approval.*
4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
 - A) As a preferred account Arthur Bonair shall be the sales consultant (representative) assigned to James Madison University and the direct contact for questions or solutions.
5. List all contact information for ordering, invoicing, customer service, etc.
 - A) abonair@realaccesspromo.com; arthurbonair@att.net; wendybonair@att.net; www.realaccesspromo.com for referencing or researching products or placing orders in the shopping cart or even a direct purchase whether or not a custom imprint is required. (O) 703-620-5390; Arthur's (M) 703-859-1324; Wendy's (M) 703-969-1416
6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
 - A) RealAccess LLC's experience in partnering with many departments at James Madison University and other VASCUPP affiliated colleges and universities such as George Mason University, College of William & Mary and Virginia Military Institute has been excellent. We have consulted with each customer on promotional marketing or specialty advertising and provided creative business solutions for quality products that deliver results and customer satisfaction. At James Madison University we have successfully partnered with Procurement Services, Festival Conference Center, TTAC Region 5; Office of the Registrar, Department of Engineering, The Breeze , Forbes Center for the Performance Arts, JMU Honors College and Office of Residence Life.
 - B) We have collaborated with several departments at George Mason University including the College of Science and, MS in Technology as well as VDOE TTAC Region 4. We have partnered with VMI Procurement on projects requiring promotional items. In addition, RealAccess LLC has partnered with the Office of the Dean of Students and, Earl Gregg Swen Library at the College of William & Mary.

- C) Methods of collaboration include e mail communications or telephone consultations with department leads at James Madison University to discuss a request for a specific product (s). We provide recommendations on the best value or affordable product choices; Pre-production samples, virtual samples electronic or e proof with logo for approval before sending the job to production. We update each client on the progress of their order providing ship and in hands date as well as UPS, FedEx, DHL or USPS tracking information. When the goods arrive at the respective schools receiving area we notify the office that the goods are on campus, specify the location and the name of the person who signed for the items. Additionally, we follow up to ensure that the client is satisfied with their order(s). RealAccess LLC represents the Commonwealth of Virginia and James Madison University 24/7.
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>
- A) RealAccess LLC is in good standing and currently a licensed vendor through IMG Collegiate Licensing Company to conduct business with James Madison University. We shall continue to maintain our IMG Collegiate Licensing for James Madison University. A copy of the Licensed Institutions is enclosed with this RFP.
- B) RealAccess LLC is also a registered member of the USA Fair Labor Association as a category D affiliate. A copy of the registration certificate is enclosed with this RFP
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.*
- A) *When requested, RealAccess LLC, shall provide a pre-production sample (blank goods) at no cost to James Madison University only if the intended use of the sample is to help make a decision in the ordering process and pending approval or receipt of a purchase order through eVA .The quantity limit is 1 per order. A virtual pre-production sample with logo can be provided on request prior to the placement of an order at no cost to James Madison University.*
9. Provide details of minimum order requirements, if applicable.
- A) *Minimum quantities to be ordered are written in the product specifications shown on www.realaccesspromo.com. Where applicable a client can order a less than minimum quantity. Please call or write RealAccess LLC (703-620-5390, or abonair@realaccesspromo.com) to determine the less than minimum quantity on a given product and whether or not there is a fee for ordering a less than minimum quantity.*
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.*

- A) Delivery options include but are not limited to USPS, UPS, FedEx, DHL or private trucking. Depending on the size of the order a loading dock may be required for deliveries. In stock items will have a normal production time frame, typically 7 – 10 days post approval of artwork. RealAccess LLC delivers on time, but, is not responsible for shipping delays due to inclement weather or tardy response to proof approvals. Rush orders and delivery depends on quick submission of correct (vector) artwork, timely submission of obtaining a purchase order from eVA or credit card submission to RealAccess LLC to move forward with the order. Rush orders will depend on stock and item color availability. Artwork or proof approval is optional on rush orders. No product upcharge on rush orders, however, there will be a rush charge fee of \$150.00 but not to exceed \$200.00. James Madison University shall pay rush shipping set by freight carrier. No upcharge on rush shipping. Rush orders can be 24 hours but typically averages about 3 days. To date all rush orders presented to RealAccess LLC have been delivered on time for a scheduled event.

11. Describe process for packaging orders.

- A) Custom packaging is provided. Orders can be bundled if required for bulk packaging. Typically orders shall be individually and securely packaged whether in plastic cases (depending on the product) or boxes.

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

- A) *If the case arises where a return or an exchange is required, RealAccess LLC shall cover the cost for returns or exchanges as well as any restocking fees.*

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

- A) *Defective, broken or damaged promotional item(s) shall be replaced in a timely manner at no additional cost to James Madison University or ordering clients.*

14. Describe quality control process(s).

- A) Manufacturers' stringent quality control or assurance via line inspection or post production inspection is applied on all goods ordered. In some cases when products are custom made as part of the factory direct import program the goods may be shipped FOB mainland China to RealAccess LLC and re-inspected to guarantee the highest level of quality control or assurance.

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

A) See attached Sample Quotation and Invoice for 2 examples.

Ref: Product = Contrast Non-Woven Carry-All Tote # 2150-44

Qty. = 1000; Column price for 1000 = \$2.20

Qty. = 1500; Column price for 1500 = \$1.98

For an incoming order on 1000 pieces James Madison University shall pay \$1.98 each receiving a discount of 10% off published column or list price. See attachment in RFP for 2nd example.

16. Describe payment options available.

A) Available credit card payment options are: American Express; Master Card, Visa or Discover Card. Certified checks, EFTs are accepted. Purchase orders through eVA are accepted. Payment through PayPal is an alternative option but rarely used.

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

A) See attachment (enclosed) sample quotation form and invoice on letterhead. Preferred method of payment (whether or not eVA is used) is credit card either Visa or Master Card.

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

A) *RealAccess LLC accepts charge card payments. Associated processing charge card fee is 3%*

19. Provide any incentive rebate options or packages.

A) Ask for free set ups on eligible writing instruments and bags. 1 color 1 location imprint. No set up charge for a 1 color 1 location imprint on all overseas factory direct custom made imported promotional products. Free shipping on all overseas factory direct custom made imported promotional products and, RealAccess LLC shall pay US custom duties and taxes. Electronic proofs provided at no additional cost. James Madison University will provide vector artwork in order to receive electronic proofs. Next Column Pricing (NCP) or End Quantity Pricing (NQP) provided on ELIGIBLE promotional products sourced and produced in the USA. Ask RealAccess LLC if your order qualifies for NCP or EQP. RealAccess LLC shall waive all restocking and shipping fees for returns/exchanges. One free sample per item ordered at no additional cost to James Madison University pending receipt of purchase order from eVA. FREE SETUPS on all BIC writing instruments EXCEPT for the 330 degree option on the BIC Select Laser Engraved pens. FREE SETUPS on BIC Sticky Notes, Scratch Pads, Branded Magnets and Branded Mouse Pads. In addition, RealAccess LLC shall provide End Quantity Pricing (EQP) on ALL ELIGIBLE BIC products EXCEPT Calendars and Golf Balls. (Please ask if you order is eligible for products custom manufactured by BIC

USA). EQP on our Solar 5000 Power Banks and all of our flash drives with a MOQ of 100 pieces. In addition, we can waive all set up and run charges associated with the printing (1 color 1 location) of these products. RealAccess LLC shall pass on exact or calculated freight charges (for goods produced in North America) to the university as applicable. No product upcharge on rush orders, however, a rush charge fee of \$150.00 not to exceed \$200.00 is applied on all rush orders. RealAccess LLC shall maintain IMG Collegiate Licensing for James Madison University for the duration of the contract. Convenient order placing via website, www.realaccesspromo.com, 24 hours a day, 7 days a week. RealAccess LLC shall provide order tracking updates and notify university of products arrival on campus.

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

A) *See answer for # 19 above. When ordering products manufactured by BIC USA ask if your order qualifies for “24 Free Service”. “24 Free Service” guarantees that your order shall be ready (produced) by mid-night the next business day with No Rush Fees. This offer is exclusive and only eligible for selected products manufactured by BIC USA. PMS color match fees on selected products range from \$30.00 not to exceed \$50.00. Sample sales flyers enclosed in RFP and shall be provided at no cost to James Madison University*

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.).
 - A) RealAccess LLC shall offer James Madison University the highest quality digitizing, embroidery, puff embroidery and custom screen printing services for your special occasion or event. We have very experienced digitizers to ensure the best in class embroidery sew-outs. 3 -5 day minimum turn-arounds and competitive pricing are our standard. We use Robison-Anton rayon high performance super strength embroidery thread and, metallic thread (call for pricing) if requested. Robison-Anton thread runs better on the embroidery machine and, it is a quality thread that breaks less during runs resulting in a high end finish. Personalization embroidery (first name, last name, title and number) and applique placement are offered. Wide embroidery is available on hats. Special services include: folding, bagging, tagging. We ship all P.O's out in new cartons at no extra cost to the university. Vector artwork (ai, eps or pdf) is best. RealAccess LLC is ready to accommodate all your embroidery requirements and

no quantity is too small. See enclosed embroidery purchase order checklist and our stock ink colors. We use only high-quality plastisol inks in screen printing to give you a soft and polished final product.

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

- A) Embroidered Garment/Apparel piece minimum is 1 piece and the lowest stitch count Range is 0 – 2,999

Custom Screen Printed Garment/Apparel pieces minimum is 12 pieces. James Madison University shall specify the location of the screen print e.g. front center, left chest, back center etc. Additional set up charges shall apply for more than one screen printed location.

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

- A) See attached file.

Embroidery Fees:

Puff Embroidery: Add \$0.75/piece for Left Chest or Hat

Individual Folding/Bagging: Add \$0.50/piece (\$0.25/piece to Fold Only). This Fee is waived. RealAccess LLC shall cover the cost to fold, polybag and label for size

Assembly & Reassembly of Jackets and Jacket Liners: Add \$0.60/Jacket

Appliques Placement: \$0.25 each applique or letter/number

Solvay: \$0.55/Piece

Difficult Items: (Carharts, Bags or Backpacks etc.) – Add \$0.60/pieces.

Metallic Thread: Must call for pricing

Excessive Thread Color Combinations on one order: Add \$0.75/piece

*****Maximum 12 Thread Colors per Design*****

Boxes: RealAccess LLC shall cover the cost for new cartons/shipping boxes

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

- A) See enclosed pricing guide.

5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*

- A) See enclosed screen printing guide. Set up charge is \$25.00 per color per location. Specialty inks will incur an additional charge of \$25.00. Vector artwork required for all custom screen printing. If vector art is not provided then there will be a \$50.00/hour fee to re-draw artwork into vector format. Stock ink colors include Purple PMS 2685. Custom PMS color matching available on request. Stock metallic ink colors are: Metallic gold and, Metallic Silver

6. Provide a sample of a design for both screen printing and embroidery.
 - A) See enclosed samples of screen printing ref: I'M DETERMINED T shirts and, embroidered Engineering Ambassadors JMU digitized design (ref: JMU EA 16C, paper copy and sew out).
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.*
 - A) Billable time on vector artwork varies based on design. Complex designs with extreme detail can take anywhere from 1 to 4 hours. Extremely complex and detailed art can take longer. However, most art designs are completed within 2 hours. More simple designs may be completed within 1 hour. Custom screen printing vector art service fee is at a rate of \$50.00/hour, although text-only artwork cost less and will not exceed \$25.00/hour. PMS color matching (if not stock colors, list enclosed with RFP) is \$25.00 per ink color. Specialty inks such as metallic gold or silver have an additional charge of \$0.45 per piece per print (entire design). Consult with RealAccess LLC for a quote on all art. Any artwork that takes less than an hour should be assumed to be billed at one hour, unless otherwise quoted by RealAccess LLC. In most instances, a digital or e proof of completed artwork is supplied within 1- 2 business days. Rush art is available and, rush fee for art proof is \$50.00. Price can vary depending on the complexity of the design. After the art is approved by James Madison University, normal embroidery production turnaround time starts – 3 to 5 business days.
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.*
 - A) *See answer for question #7 above which is specific to custom screen printing. Vector art is the preferred receivable format for embroidery artwork. Embroidery digitized design: 0 – 4,999 stitches/edits/ keyboard set ups standard rate is \$45.00. Design: 5,000 – 9,999 stitches/edits/keyboard set ups standard rate is \$55.00. See Section X. pricing Schedule, B. 5 for breakdown of design set up charges. Add 75% to stitch count/column pricing for 1 day rush orders; add 50% to stitch count/column pricing for 2 day rush orders. Unless specify all garments shall be embroidered on the left chest.*
9. Provide the lead time for embroidered products from time of order placement until delivery.
 - A) Standard embroidery turnaround time: 3 - 5 business days (based on production schedule) and quantity of garments to be embroidered.
10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*)
 - A) *Acceptable vector file formats are ai, eps and pdf*
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.*

A) *Adequate sample items, materials, or color swatches shall be provided on request within 2 – 3 days if not sooner at no cost to James Madison University. RealAccess LLC shall provide sizing charts and color information to help in the decision making process.*

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.

A) The correct artwork (vector art) must be submitted on receipt of an eVA approved order given to RealAccess LLC. At such time we would digitize the file and provide a sew-out for approval within 1 -2 days. Once the file (sew-out) is approved the job will go into production for a timely delivery or a delivery to meet the client's in hands date. If James Madison University does not have vector art then the submitted artwork must be high resolution greater than equal to 300 dpi's. PDF files are acceptable.

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

A) High quality artwork results in high quality custom screen printing. Acceptable vector art file formats for screen printing are ai, eps and pdf. There is a 1 – 2 day turnaround from receipt of order (via e mail or through eVA) and providing James Madison University an electronic proof for approval. After the proof is officially approved then there is a 3 – 5 business days turnaround timetable for the order to ship.

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.*

A) *Delivery options include but are not limited to USPS, UPS, FedEx, DHL or private trucking (loading dock may be required). Freight charges for all orders will be the standard charge presented by the carrier based on dimensions and the weight of the box of boxes. Exact freight charges shall be passed on to the University. RealAccess LLC delivers on time, but is not responsible for shipping delays due to inclement weather or tardy response to proof approvals. For 1 day embroidery rush orders add 75% to stitch count/column price. For 2 day embroidery rush orders add 50% to the stitch count/column price. Rush shipping shall be provided to James Madison University once it has been determined by the carrier. RealAccess LLC ships all P.O's out in new cartons.*

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

A) *RealAccess LLC shall cover the cost for return shipping and restocking fees on non-decorated apparel. Once the apparel is decorated we do not accept returns because it is custom made. Product quality assurance by RealAccess LLC and carefully analysis of the proof or digitized sew-outs for approval by James Madison University is mandatory.*

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

Question #'s 16 and 18 are similar. Please see answer for question # 18.

17. Provide sample invoice and preferred method of payment.

A) See enclosed sample invoice with RFP.
Preferred methods of payment are American Express Card; Visa; Master Card; Discover Card; Electronic (ACH Wire) transfers; Certified Checks. Purchase orders through eVA are accepted. Payment through PayPal is an alternative option although rarely used.

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

A) Sample Quote 1.

Product = Gildan Heavy Duty Cotton 100% Cotton T-shirts (dark colors, blank goods)
Product # Gildan 5000 (call for weekly sale price)
Imprint Option = 1 color 1 location
Size = S - XL
Quantity = 12
Weekly Unit List Price = \$3.62
Contract Unit Price = \$2.89
James Madison University Pays = \$2.89 per T shirt
Savings = \$0.73
Percentage off Discount = 20%

19. Describe payment options available.

A) Preferred methods of payment are American Express Card; Visa; Master Card; Discover Card; EFTs; Certified Checks. Purchase orders through eVA are accepted. Payment through PayPal is an alternative but rarely used.

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

A) RealAccess LLC accepts charge card payments. Associated processing charge card fee is 3%.

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

A) Arthur Bonair, Managing Director, RealAccess LLC will be the customer sales consultant assigned to James Madison University. Please call (O) 703-620-5390; (M) 703-859-1324 or submit questions to abonair@realaccesspromo.com with a copy to arthurbonair@att.net.

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

A) abonair@realaccesspromo.com; arthurbonair@att.net; wendybonair@att.net; www.realaccesspromo.com for referencing products or placing orders in the shopping cart or even a direct purchase whether or not screen printing or embroidery is required. (O) 703-620-5390; Arthur's (M) 703-859-1324; Wendy's (M) 703-969-1416

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

A) Please see STATEMENT OF NEEDS A. Promotional Items
Question/Answer # 6

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>

A) RealAccess LLC is and shall continue to be licensed through IMG Collegiate Licensing Company for James Madison University. A copy of the license is enclosed with this RFP

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*)

A) RealAccess LLC shall, on request, provide 1 free embroidered pre-production sample connected to or pending receipt of an incoming purchase order from eVA and if the university already has on file an approved digitized design or sew out of the artwork to be embroidered on the garment. If the request for a pre-production embroidery sample requires digitizing new artwork for approval then a design set up fee shall be applied based on the estimated stitch count and a 1 piece column price. This fee will be included in the invoice for the incoming order. Pre-production samples of decorated custom screen printed T shirts will not be provided. The intent of pre-production samples is to help James Madison University in the ordering process. Samples for personal use requested by James Madison University or clients representing the university shall be subjected to a shipping and handling fee. Samples for personal use requested by Commonwealth of Virginia staff or agencies shall be subjected to a shipping and handling fee.

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

A) *See B. Imprinting Services i.e. (Embroidery, Screen Printing, Embossing, Etching etc.) Question/Answer #'s 1, 3, 5, 7 and 8. See attached or enclosed file*

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: REALACCESS LLC	April 24, 2018	2::00 PM
Name of Offeror	Due Date	Time
12956 Old Plains Road		
Street or Box No.	RFP #	
Fairfax, Virginia 22033	DMS-1000	
City, State, Zip Code	RFP Title	
Name of Purchasing Officer: Arthur Bonair	Promotional Items and Imprinting Services	

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. 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.*)

- A) Next Column Pricing (NCP) or End Quantity pricing (EQP) offered on ELIGIBLE products sourced or produced in the USA. See summary sheet
 - B) Free setups and good value best pricing on overseas factory direct custom manufactured and imprinted products, 1 color, 1 location. Minimum quantities of 500pieces
 - C) Free shipping on overseas factory direct custom manufactured and imprinted products. RealAccess LLC pays US duties and taxes
 - D) RealAccess LLC shall provide discounted End Quantity pricing (EQP) for all ELIGIBLE BIC products. (Please ask if your order qualifies or is eligible for products custom manufactured by BIC USA)
 - E) EQP provided on our Solar 5000 Power Banks and flash drives with a MOQ of 100 pieces. In addition, we shall waive all set up and run charges associated with the printing (1 color 1 location) of these products
 - F) See Promotional Items Summary Sheet enclosed with RFP

- 2. The offeror shall provide associated costs for electronic proofs. (*Reference Section IV. Statement of Needs, A. 3.*)
 - A).RealAccess LLC shall waive the cost for all Electronic or virtual proofs. James Madison University shall provide vector artwork in order to receive electronic proofs.*

- 3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. (*Reference Section IV. Statement of Needs, A.10.*)
 - A) All rush orders will be charged a rush fee of \$150.00 not to exceed \$200*
 - All rush orders will be charged at published list or column price per quantity.*
 - All rush orders for more than one product will incur an additional rush fee of \$150.00 not to exceed \$200.00.*
 - James Madison University shall pay rush shipping charges set by carrier.*
 - No up charges on rush shipping.*
 - Shipping for standard orders and delivery will be priced based on weight and dimensions of carton. No up charge on standard orders.*

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

- 5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. (*Reference Section IV. Statement of Needs, A.13.*)
 - A) Defective, broken or damaged promotional items will be replaced at no additional cost to*

James Madison University.

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

A) Charge Card Processing Fee is: 3%

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.*)

RealAccess LLC shall provide graphic design services to convert or re-draw non vector artwork into vector format at a cost of \$50.00 per hour not to exceed \$75.00 per hour. Additional pricing may be applied based on the complexity of the artwork.

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

A) Setups are order specific. Normal set up fees vary between \$50.00 to \$65.00, however, it can be lower than \$50.00 or moderately higher depending on the product and imprinting process e.g. debossing. Free set ups on ELIGIBLE writing instruments, bags, and coolers with a 1 color 1 location imprint. Free setups of all BIC writing instruments with a 1 color 1 location imprint except for the 330 option on the BIC Select laser engraved pens. Free set ups on BIC Sticky Notes, Scratch Pads, Branded Magnets and Branded Mouse Pads with a 1 color 1 location imprint. Free setups on overseas factory direct custom manufactured products with a 1 color 1 location imprint. Minimum order is 500 pieces for all overseas factory direct custom manufactured products.

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.*)

A) RealAccess LLC shall provide 1 pre-production spec sample with logo at no additional cost to James Madison University only if the intended use of the sample is to help make a decision in the ordering process and pending approval and receipt of a purchase order from eVA.

B. Embroidery and Screen Printing

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

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
Up to 4000	\$10.98	\$6.98	\$4.72	\$3.95	\$3.62	\$3.22	\$2.96	\$Call S/P
Up to 5000	\$12.26	\$8.20	\$4.82	\$3.98	\$3.70	\$3.40	\$3.15	\$Call S/P
Up to 6000	\$12.48	\$8.96	\$4.89	\$4.50	\$3.78	\$3.68	\$3.46	\$Call S/P
Up to 7000	\$12.93	\$9.46	\$5.25	\$5.05	\$4.90	\$4.78	\$4.66	\$Call S/P
Up to 8000	\$14.18	\$9.98	\$6.00	\$5.55	\$5.29	\$5.05	\$4.89	\$Call S/P
Up to 9000	\$14.45	\$10.35	\$6.45	\$5.78	\$5.69	\$5.40	\$5.30	\$Call S/P
Up to 10000	\$14.75	\$10.51	\$6.75	\$6.05	\$5.98	\$5.75	\$5.55	\$Call S/P
Each Addtl. 1000 stitches	\$1.00/1000	\$0.62/1000	\$0.32/1000	\$0.26/1000	\$0.24/1000	\$0.20/1000	\$0.18/1000	\$Call S/P

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*)

A) *Puff Embroidery: Add \$0.75 for Left Chest or Hat
Individual Folding/Bagging and Label for Size: N/A Cost covered by RealAccess LLC
Assembly & Reassembly of Jackets and Jacket Liners: Add \$0.60/Jacket
Appliques: Call for Pricing (Based on Size, Quantity, and Difficulty)
Applique Placement: \$0.25 each applique or letter/number
Solvy: \$0.55/piece
Difficult Items: (Carharts, Bags, etc.) – Add \$0.60/piece
Metallic Thread – Must call for pricing
Excessive Thread Color Combinations on one Order: Add \$0.75/piece
Edits: 15.00 & Up (Based on Complexity)*

B) *Personalization:*

\$4.50 For the 1st Line / \$3.00 For Each Additional Line

Note: First Name, Last name, Title, and Number are the ONLY items which can be considered personalization

PLEASE NOTE: Thread Colors are NOT a Perfect match to PMS colors!

***** Maximum 12 Thread Colors per Design *****

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

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$	\$	\$	\$	\$	\$	\$
12-23	\$2.99	\$3.98	\$4.89	\$5.82	\$6.75	\$7.98	\$Call for S/P
24-47	\$1.85	\$2.59	\$2.88	\$3.45	\$3.85	\$4.47	\$Call for S/P
48-71	\$1.68	\$2.05	\$2.42	\$2.79	\$3.16	\$3.55	\$Call for S/P
72-143	\$1.57	\$1.88	\$2.24	\$2.60	\$2.98	\$3.32	\$Call for S/P
144-287	\$1.20	\$1.51	\$1.85	\$2.10	\$2.38	\$2.75	\$Call for S/P
288-499	\$1.15	\$1.41	\$1.73	\$2.00	\$2.31	\$2.60	\$Call for S/P
500-999	\$1.10	\$1.25	\$1.55	\$1.79	\$2.10	\$2.35	\$Call for S/P
1,000-1,999	\$1.05	\$1.20	\$1.50	\$1.75	\$2.05	\$2.30	\$Call for S/P
2,000-4,999	\$Call S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P
5,000-up	\$Call for S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P	\$Call for S/P

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

A) Design Fee for creating screen printed vector artwork is \$50.00/hour. Design fee for text only screen printed artwork is \$25.00.

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

A) Design fee for screen printing vector artwork is \$50.00/hour. Minimum cost for designing embroidery vector artwork is \$50.00/hour.

Artwork – Best: Vector art presented as an ai or eps file; Good jpg >= 300 dpi's

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

A) There are no associated cost for sample items, materials, or color swatches.

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

A) Freight charges for all orders will be the standard charge presented by the carrier and based on the weight and dimensions of the box or boxes. Exact freight charges shall be passed on to the university. Rush shipping shall be provided to the university once it has been determined by the carrier.

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

A) We utilize state of the art technology to produce your decorated apparel orders with a quick turnaround time. Each and every garment that is decorated is hand counted for accuracy and inspected for defects. There is a no associated cost on returns for embroidery and screen printing.

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

A) Embroidery Design Set Up: 0 – 4,999 Stitches/Edits/Keyboard Set Ups: \$45.00
5,000 – 9,999 Stitches: \$55.00
10,000 – 29,999 Stitches: \$75.00
30,000 – 59,999 Stitches: \$120.00
60,000 – UP \$165.00

Please Note: RealAccess LLC Has A 1% Spoilage Allowance on All Embroidered Orders

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

A) Charge Card processing fee is : 3%

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*)

A) Typesetting text shall incur a typeset fee of \$25.00. Font style(s) can be provided by James Madison University or selected at the discretion of RealAccess LLC.

B) If a chosen imprint color is not a standard color then there is a PMS match fee of \$25.00.

C) Specialty inks such as metallic gold or silver have an additional cost of \$0.45 per piece per print (entire design).

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 14 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 #
James Madison University	12 Years	Wine Price Bldg., 1 st Floor	Katie Weaver
Procurement Services		7520 Ott Street, MSC 5720	540-568-7999
		Harrisonburg, VA 22807	
Northern Virginia Community College	12 Years	8333 Little River Turnpike	Matthew "Tank" McCarl
Student Life / CF232		Annandale, VA 22003-3796	703-764-0122
Annandale Campus			
Caldwell and Company Certified Public Accountants	10 Years	8120 Woodmont Avenue	William Caldwell OR
		Suite 400	Dana Edwards
		Bethesda, MD 20814	301-941-8090
College of William & Mary	6 Years	400 Landrum Drive	Sabrina Hoyos
Earl Gregg Swen Library		Williamsburg, VA 23185	757-221-7872
Virginia Department of Aviation	6 Years	5702 Gulfstream Road	Kimberly Wells
		Richmond, VA 23250	804-774-4634

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

ARTHUR BONAIR, MANAGING DIRECTOR, REALACCESS LLC, 12956 OLD PLAINS ROAD, FAIRFAX, VA 22033

-
-
8. 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: RealAccess LLC

Preparer Name: ARTHUR BONAIR

Date: April 19th 2018

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: _658109_ Certification date: _02/16/2010_

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: Promotional Items and Imprinting Services RFP # DMS-1000

Date Form Completed: April 19th. 2018

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

Offeror / Proposer:

REALACCESS LLC

Firm

12956 OLD PLAINS ROAD, FAIRFAX, VA 22033

Address

ARTHUR BONAIR / 703-620-5390

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A If selected, RealAccess LLC does not have any plans and shall not sub-contract this bid / proposal and subsequent contract.					

(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)

A. Promotional Items Summary Sheet

- Next Column Pricing (NCP) or End Column Pricing (EQP) offered on all ELIGIBLE USA based promotional items or products sourced and produced in the USA. Ask RealAccess LLC if your order qualifies for NCP or EQP. Discount price ranges from 10 – 30 percent
- No setups and free shipping offered on overseas factory direct custom manufactured and imprinted promotional items. 1 color 1 location imprint
- No proof fees for e proofs or virtual samples
- Free graphic art assistance for the creation of promotional sales literature and help with customization of digital catalog
- 1 pre-production sample per order on request at no additional cost to the university and its affiliations. Samples provided ONLY with incoming order(s) and/or approved PO
- No product up-charge on rush orders. Rush fee per order is \$150.00 not to exceed \$200.00. University shall pay rush shipping set by freight carrier
- RealAccess LLC shall provide FREE setups on all BIC writing instruments EXECPT for the 3300 degree option on the Select Laser Engraved pens. FREE setups on BIC Sticky Notes, Scratch Pads, Branded Magnets and Branded Mouse Pads. “24 Free Service” (rush service). End Quantity Pricing (EQP) on ALL ELIGIBLE BIC products (majority of product line) EXCEPT Calendars and Golf Balls
- Exact freight charges for promotional items sourced and produced in the USA
- Custom made (shaped) promotional items available on request e.g. USB Flash Drives
- EQP provided on our Solar 5000 Power Banks and all of our flash drives with a MOQ of 100 pieces. In addition, we shall waive all set up and run charges associated with the printing (1 color 1 location) of these products.
- Promotional Products Sale Flyers (example enclosed) can be provided on request at no additional cost to James Madison University

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

- Casual Apparel Catalog items offered at case pricing
- Digitizing and sew outs e proofs provided for approval before production of apparel items
- Design for custom screen printing can be arranged at a cost of \$50.00/hour. Screen printing set up charge is \$25.00 per color per location
- Adequate samples, materials, or color swatches shall be provided on request to the university at no additional with an incoming order. If necessary, sizing chart shall be provided on apparel orders
- RealAccess LLC shall cover the cost for return shipping and restocking fees on non-decorated apparel which must be returned for re-stocking within 30 days. After 30 days university will be invoiced for the cost of the item
- Free shipping and special value pricing offered on overseas factory direct custom embroidered apparel such as beanies, sweatshirts, hoodies, caps, gloves, scarfs and headband. Minimum order is 500 pieces
- Embroidered apparel are folded, poly-bagged and label for size at no additional cost to the university and their affiliations
- Private label apparel (with embroidery) available on request
- Custom PMS Color Matching (if not stock colors) and Specialty inks are available on request

Real Access

Providing Creative Business Solutions

April 19, 2018

Commonwealth of Virginia

James Madison University

Procurement Services, MSC 5720

752 Ott Street, Wine Price Building, First Floor, Suite 1023

Harrisonburg, VA 22807

Ref: RFP # DMS-1000 Title: Promotional Items and Imprinting Services

Dear Committee Member:

RealAccess LLC is a promotional marketing and specialty advertising consulting company which provides a comprehensive and an affordable assortment of branded products including a wide variety of the highest quality imprinting services (Embroidery, Spot Color or Full Digi Color Process Imprinting, Screen Printing, Debossing, Laser Engraving, Etching, Pad Printing etc.). We have gone and will continue to go above and beyond to successfully partner with James Madison University providing best in class affordable products and services to promote the school and achieve measurable results. In addition, we have successfully partnered with colleges and universities affiliated with VASCUPP as well as Commonwealth of Virginia agencies helping them with their projects and events to be as successful as possible.

We operate a highly strategic product sourcing network with "Five Star" manufacturing partners in the United States of America and mainland China. We are a leader in product safety, quality assurance, social responsibility, environmental stewardship and fair labor practices. Our focus has been and shall continue to be offering the Commonwealth of Virginia and James Madison University great personalized service. Whether you are in the market for Healthcare, Technology Related Products, Apparel, Writing Instruments or quality branded promotional items and imprinting services let your search end with RealAccess LLC.

I look forward to a continued partnership with James Madison University.

Sincerely,



Arthur Bonair

Managing Director

RealAccess LLC

12956 Old Plains Road • Fairfax, Virginia 22033
Tel: 703-620-5390 • Fax: 703-817-0970 • Cell: 703-859-1324
abonair@realaccesspromo.com • www.realaccesspromo.com



IMG College Licensing
Licensed Institutions

2018-02-26 01:21:09 PM

RealAccess LLC

Date Licensed

Standard License (1)

George Mason University

12/2007

James Madison University Foundation

12/2008

ICS Royalty Reporting (ICSR)

George Mason University

03/2015


[Skip to Content](#) | [Online Services](#) | [Commonwealth Sites](#) | [Help](#) | [Governor](#)
Search Virginia.gov:
[Contact Us](#) | [Search this Site](#)
[Home](#) > [Small Women and Minority \(SWaM\) Vendors Search](#) > [Search Results](#)

Small, Women and Minority (SWaM) Vendors Search

[<< Return to the SWaM Vendors Search](#)

Search by company name = **RealAccess LLC**
The following result(s) sorted by company name.

Total 1 search result(s)

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
MS	658109	03-01-2019	REALACCESS LLC Doing Business As: REALACCESS 12956 OLD PLAINS ROAD FAIRFAX, VA 22033 Contact: ARTHUR BONAIR Phone: (703)620-5390 Fax: (703)817-0970	N	NIGP Code and Description 03752 NOVELTIES & ADVERTISING SPECIALTY PRODUCTS 03778 SOUVENIRS, PROMOTIONAL, ADVERTISING

Note

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with * indicates that business is pending for recertification.

Expiration date with ** indicates that business currently has "Provisionally Approved" status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.

Company name with *** indicates that business is a "Service Disabled Veteran owned" business.

1-1 of 1

Copyright © 2016, All Rights Reserved
Virginia Department of Minority Business Enterprise
1111 East Main Street, Suite 300 Richmond, VA 23219
Phone: (804) 786-6585
WAI Level A Compliant

[Web Policy](#) | [Contact US](#)
[Word Viewer \(.doc\)](#) | [Adobe Acrobat Reader \(.pdf\)](#) | [Excel Viewer \(.xls\)](#) | [PowerPoint Viewer \(.ppt\)](#) | [WinZip \(.zip\)](#)



Fair Labor Association Registration Certificate

This is to confirm that **RealAccess LLC**
is registered with the Fair Labor Association
as a **Category D** affiliate
as of **01/11/18** and
with expiration date on **12/31/18***

Organization Name **RealAccess LLC**
Address 12956 Old Plaia Road
Fairfax, Virginia
22033
United States

Contact Name Arthur Bonair
Email arthurbonair@att.net
Tel. (+1) 703-620-5390

FLA affiliate category as of 01/11/18: **Category D**
Affiliate ID: **000000000648**

Notes about Company Registration and Affiliation:

Registration renewals are required annually prior to the expiration date in order for companies to remain active. FLA registration operates on a calendar year basis (i.e. January – December).

A company's FLA status is dependent on fulfillment of additional procedural and program requirements beyond registration. For more information about the FLA licensee categories and obligations or a company's FLA status, please check the FLA website at www.fairlabor.org or contact the FLA directly.

Fair Labor Association
1111 19th Street, NW
Suite 401
Washington, D.C. 20036
Tel: 202-898-1000
www.fairlabor.org

RealAccess LLC Sales with James Madison University from April 2017 to April 2018

Cost of Goods = \$16,666.20

Shipping = \$1,157.64

Grand Total = \$17,823.84

RealAccess LLC Sales with George Mason University from April 2017 to April 2018

Cost of Goods = \$1,000.00

Shipping = n/a (covered by RealAccess LLC)

Purchase Order Checklist

PLEASE NOTE: The following is a list of all information needed on your purchase orders.

1. ***Bill To / Ship To***
2. ***Purchase Order # (if applicable)***
3. ***Required Ship Date***
4. ***Items to be Embroidered (Style #, Size, Color, ect...)***
5. ***Expected delivery date of goods***
6. ***Placement (Left chest, Right chest, Full Back, ect...)***
7. ***The design and colors for the design***
8. ***Special Packing Instructions (If Needed)***

OUR STOCK INK COLORS

OUR STOCK INK COLORS

We use only high-quality plastisol inks to give you a soft and polished final-product.

NEON YELLOW
PMS 809 C

LEMON YELLOW
PMS 107

CHROME YELLOW
PMS 115

GOLDEN YELLOW
PMS 1235

OLD GOLD
PMS 111

VEGAS GOLD
PMS 614

ORANGE
PMS 1655

NEON ORANGE
PMS 804

BRIGHT RED
PMS 186

CARDINAL RED
PMS 188

MAROON
PMS 1817

ASBO - BURGUNDY
PMS 505

PEACOCK BLUE
PMS 638

BRIGHT BLUE
PMS 2925

NEON BLUE
PMS 2935

COLUMBIA BLUE
PMS 284

ROYAL BLUE
PMS 661

NAVY
PMS 2767

AQUA
PMS 7474

BRIGHT GREEN
PMS 3278

LIME GREEN
PMS 347

OG LIME GREEN
PMS 362

HEXACHROME GREEN

KELLY GREEN
PMS 349

CHROME GREEN
PMS 3308

PURPLE
PMS 2685

LILAC
PMS 2573

LIGHT PINK
PMS 182

HOT PINK
PMS 213

SIENNA BROWN
PMS 7517

KHAKI
PMS 468

GRAY
PMS 650

SILVER
PMS 430 C

DARK GREY
COOL GREY 9 C

CHECK OUT OUR SPECIALTY INKS

METALLIC/SHIMMER

SILVER SHIMMER

GOLD SHIMMER

GREEN SHIMMER

BLUE SHIMMER

RED SHIMMER

CHROME SHIMMER

FOIL

BLUE FOIL

RED FOIL

GOLD FOIL

SILVER FOIL



CUSTOM PMS COLOR MATCHING

DON'T SEE A COLOR THAT YOU LIKE? REQUEST A PMS COLOR MATCH ON YOUR ORDER AND WE'LL MIX YOU THE PERFECT PANTONE COLOR.

Real Access

Providing Creative Business Solutions

12956 Old Plains Road,
Fairfax, VA 22033
Tel: 703-620-5390 • Fax: 703-817-0970
arthurbonair@att.net

Quotation Form
SAMPLE

TO: James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
Harrisonburg, VA 22807

From RealAccess LLC
Date: 4/19/2018
Attn: Commonwealth of Virginia/James Madison University
PO# PCO TBD

	Description	Item Colors	Unit Price	Total Price	Additional Colors
300	BIC Dart Pen (#55245)	TBD	<u>\$0.35(D)</u>	\$105.00	
1	Set Up Charge		<u>\$50.00</u>	n/a	
	Artwork (logo) Prperation Fee		<u>n/a</u>	n/a	
	Sub Total			\$105.00	
	Shipping			\$13.25	
	Total			\$118.25	
	(Column Price for 300 pieces is \$0.46;				
	End Column Price for 5000 pieces is \$0.35;				
	JMU Pays EQP @ \$0.35 for a saving of 24%)				
	Add \$30.00 to subtotal for PMS color match				

Additional Comments:

Major Credit Cards Accepted

GRAND TOTAL

\$118.25

All prices include:-

Production Time:

7 - 10 Business Days

Date: 4/19/2018

Prepared By

RealAccess LLC



12956 Old Plains Rd Fairfax, VA 22033

www.realaccesspromo.com

Attention: JMU RFP# DMS-1000

\$118.25

Sample Invoice for RFP# DMS-1000

Thanks for your patronage

Real Access

Providing Creative Business Solutions

12956 Old Plains Road,
Fairfax, VA 22033
Tel: 703-620-5390 • Fax: 703-817-0970
arthurbonair@att.net

Quotation Form
SAMPLE

TO: James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
Harrisonburg, VA 22807

From RealAccess LLC
Date: 4/19/2018
Attn: Commonwealth of Virginia/James Madison University
PO# PCO TBD

	Description	Item Colors	Unit Price	Total Price	Additional Colors
1,000	Contrast Non-Woven Carry-All Tote	Gray	<u>\$1.98</u>	\$1,980.00	
1	Set Up Charge		<u>\$55.00</u>	\$55.00	
	Artwork (logo) Prperation Fee		<u>n/a</u>	n/a	
	Sub Total			\$2,035.00	
	Shipping			\$125.00	
	Total			\$2,160.00	
	(Column Price for 1000 pieces is \$2.20, the				
	next column pieces price for 1,500 pieces is				
	\$1.98. JMU pays NCP of \$1.98. Discount is				
	10%)				

Additional Comments:

Major Credit Cards Accepted

GRAND TOTAL

\$2,160.00

All prices include:-

Production Time:

7 - 10 Business Days

Date: 4/19/2018

Prepared By

RealAccess LLC



12956 Old Plains Rd Fairfax, VA 22033

www.realaccesspromo.com

Date: Apr/19/2018
PO# PCO TBD
Associate:-
Invoice No:- JMU41918

Qty	Description	Unit Price	Total
1000	Contrast Non-Woven Carry-All Tote	\$1.98(D)	\$1,980.00
1	Set Up Charge	\$55.00	\$55.00
	Artwork (logo) Preparation Fee	n/a	n/a
	Sub Total		\$2,035.00
	SAMPLE INVOICE FOR RFP# DMS-1000		
		Total	\$2,035.00

Shipping & Handling	\$125.00
Tax	n/a
Deposit	\$0.00
GRAND TOTAL	\$2,160.00
BALANCE DUE:	\$2,160.00

Date: Thursday, April 19, 2018

Major Credit Cards Accepted

Thanks for your patronage

Real Access

Providing Creative Business Solutions

12956 Old Plains Road,
Fairfax, VA 22033
Tel: 703-620-5390 • Fax: 703-817-0970
arthurbonair@att.net

Quotation Form
SAMPLE

TO: James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
Harrisonburg, VA 22807

From RealAccess LLC
Date: 4/19/2018
Attn: Commonwealth of Virginia/James Madison University
PO# PCO TBD

	Description	Item Colors	Unit Price	Total Price	Additional Colors
12	Gildan Heavt Duty Cotton 100% Cotton	Dark Colors	<u>\$2.89(D)</u>	\$34.68	
	T-Shirts				
1	Set Up Charge (1 Color 1 Location) JMU		<u>\$25.00</u>	\$25.00	
	Contract price				
	Sub Total			\$59.68	
	Shipping			\$12.00	
	Total			\$71.68	
	(Weekly Unit List Price is \$3.62; Contract				
	Unit Price is \$2.89. JMU pays \$2.89 for a				
	Savings of \$0.73 and a discount of 20% on				
	the purchase of 12 T shirts - basic colors)				

Additional Comments:

Major Credit Cards Accepted

GRAND TOTAL

\$71.68

All prices include:-

Production Time:

7 - 10 Business Days

Date: 4/19/2018

Prepared By

RealAccess LLC

DIGITIZER BOB

Design: JMU EA 16C

Dimension: W 4.02 in x H 2.63 in

Stitches: 12773




Date: 5/19/2016

Customer: REAL ACCESS

Scale: 100 %



Page 1 of 1

	Needle 13	2	Needle 17
	 Purple Acc...		 Snow White
	2431		2297
	R-A SSR-7		R-A SSR-7
	1844.06 in		497.99 in
	8980 stc. (89...		3793 stc. (12...

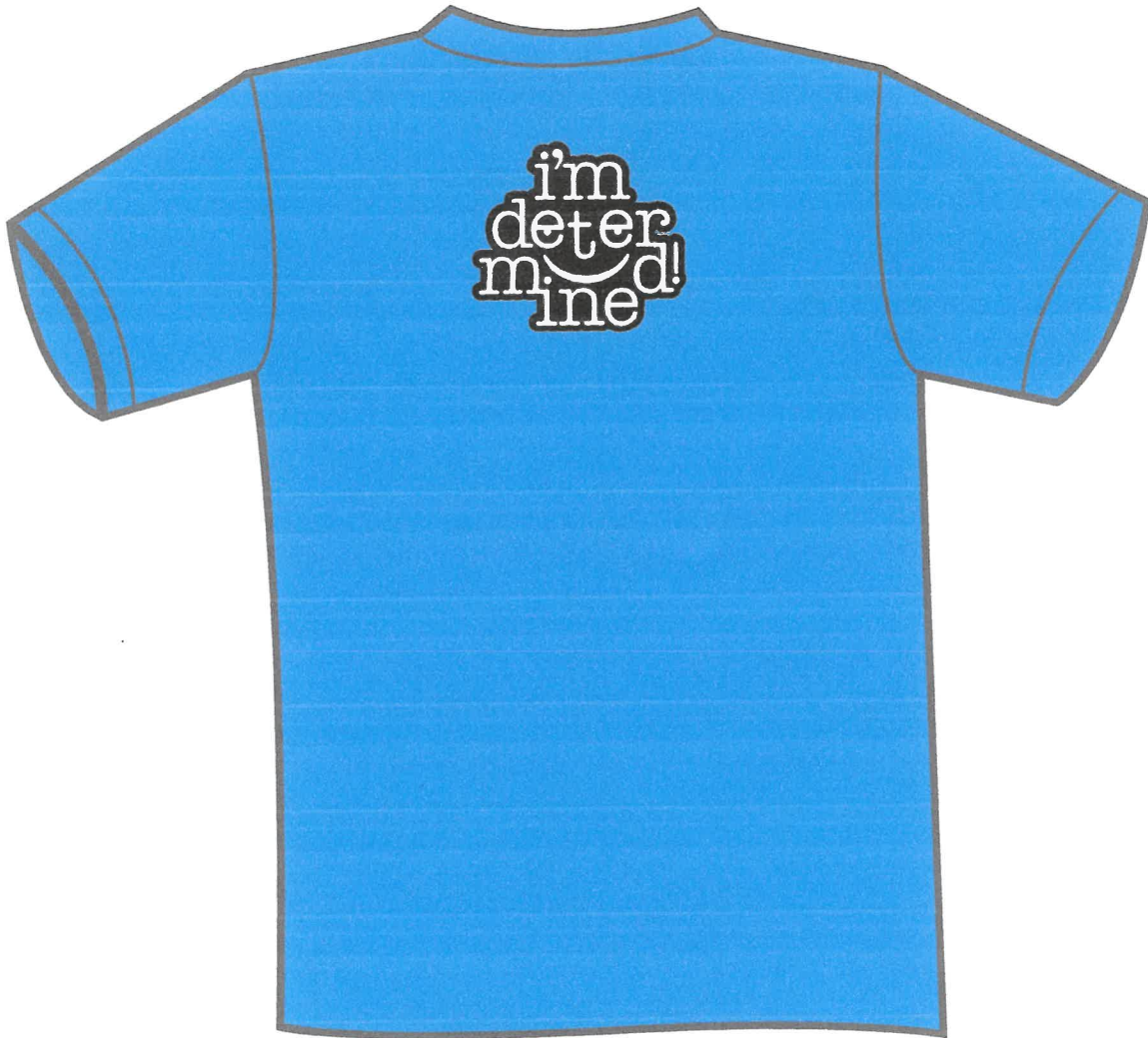
Origin x ("): -2.01 +2.01

Origin y ("): +1.30 -1.30

Stitches: 7



ART ONLY PROOF SHEET



Back

Print Location #1: Upper Back
Decoration Method: Screen Print
Image Size: 6" x 5.43"

Garment Color: Heathered Bright Turquoise

Ink Color #1: Black
Ink Color #2: White

- ☐ I ACCEPT PROOF AS IS, PLEASE PRINT
- ☐ PLEASE MAKE THE INDICATED CHANGES, THEN PRINT MY ORDER
- ☐ PLEASE MAKE CHANGES AND THEN SUBMIT ANOTHER PROOF PRIOR TO PRINTING

☐ via email ☐ in person

CUSTOMER OR CUSTOMER AGENTS SIGNATURE

DATE

ART ONLY PROOF SHEET



Front

Print Location #1: Full Front
Decoration Method: Screen Print
Image Size: 12" x 8"

Garment Color: Heathered Bright Turquoise

Ink Color #1: Black
Ink Color #2: White

- ☐ I ACCEPT PROOF AS IS, PLEASE PRINT
- ☐ PLEASE MAKE THE INDICATED CHANGES, THEN PRINT MY ORDER
- ☐ PLEASE MAKE CHANGES AND THEN SUBMIT ANOTHER PROOF PRIOR TO PRINTING

via email in person
CUSTOMER OR CUSTOMER AGENTS SIGNATURE

DATE

Please Review This Proof Carefully For Accuracy

Please Note:

Your order cannot enter into our *production until a final approval is received; even if there is a **specific deadline, suggested in-hands date, or special event scheduled.**

Thank you for your time and cooperation!!



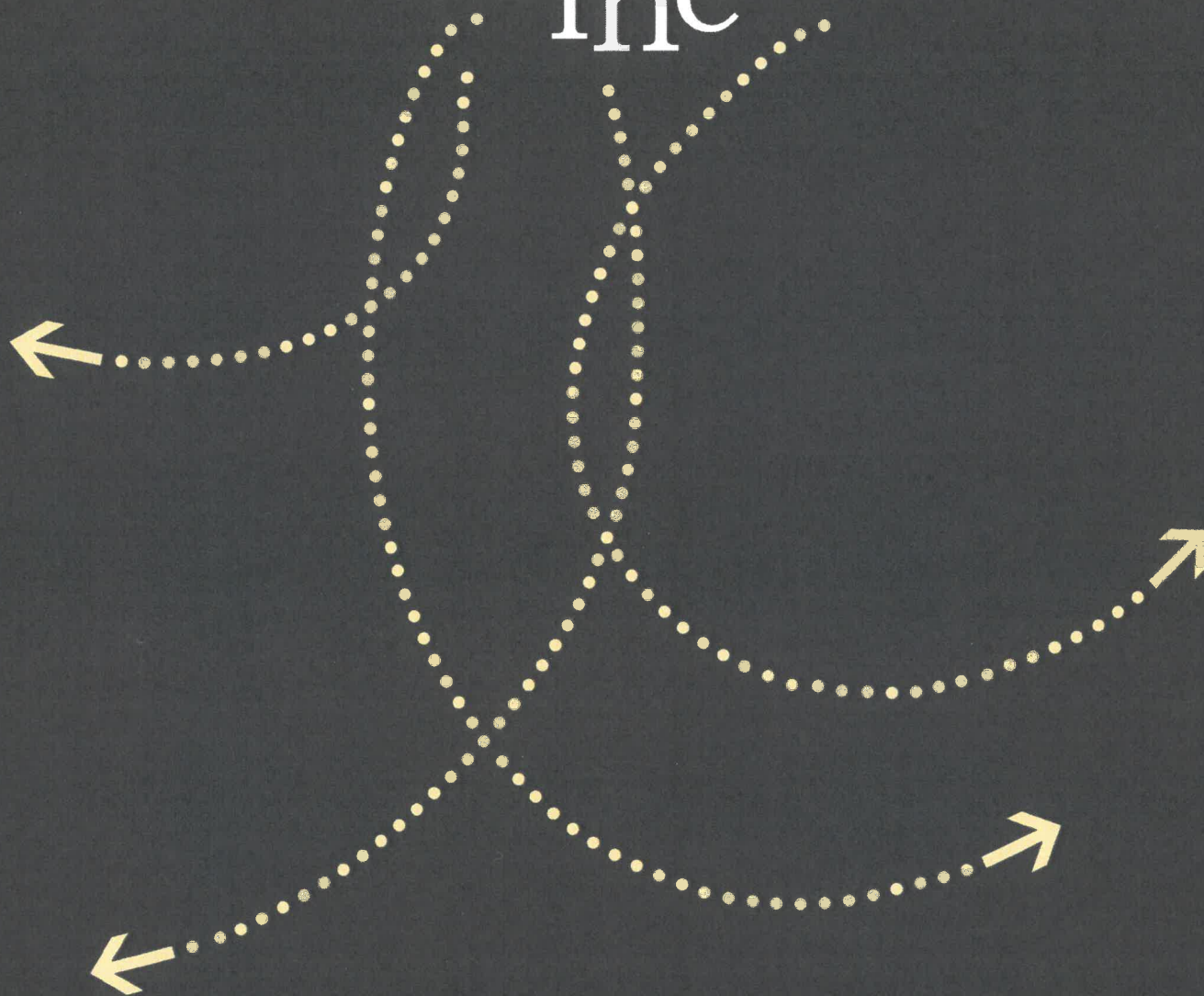
☐ I ACCEPT PROOF AS IS, PLEASE PRINT
☐ PLEASE MAKE THE INDICATED CHANGES, THEN PRINT MY ORDER
☐ PLEASE MAKE CHANGES AND THEN SUBMIT ANOTHER PROOF PRIOR TO PRINTING

CUSTOMER OR CUSTOMER AGENTS SIGNATURE

DATE _____

STYLING: JENNIFER BROWN; HAIR: JENNIFER BROWN; MAKEUP: JENNIFER BROWN; DRESS: JENNIFER BROWN; SHIRT: JENNIFER BROWN; TIE: JENNIFER BROWN; JACKET: JENNIFER BROWN; PANTS: JENNIFER BROWN; SHOES: JENNIFER BROWN; ACCESSORIES: JENNIFER BROWN; SET DESIGN: JENNIFER BROWN; PROP STYLING: JENNIFER BROWN; CATERING: JENNIFER BROWN; BEVERAGE SERVICE: JENNIFER BROWN; PHOTOGRAPHY: JENNIFER BROWN; EDITING: JENNIFER BROWN; PRODUCTION: JENNIFER BROWN; POST-PRODUCTION: JENNIFER BROWN; MUSIC: JENNIFER BROWN; SOUND: JENNIFER BROWN; VISUAL EFFECTS: JENNIFER BROWN; SPECIAL EFFECTS: JENNIFER BROWN; COSTUME DESIGNER: JENNIFER BROWN; PRODUCTION DESIGNER: JENNIFER BROWN; EXECUTIVE PRODUCERS: JENNIFER BROWN; PRODUCED BY: JENNIFER BROWN; WRITTEN BY: JENNIFER BROWN; DIRECTED BY: JENNIFER BROWN

i'm
determined
mine



Go anywhere 📍

Imprint Logo Here

SPRING
BREAK



VLCM003 Coleman® Basic 6-Can Cooler



VKIT001 First Aid Pouch



20VIKTMB 20oz.Viking Tumbler



BIGLNGR The Big Lounger

Spring SALEabration

Overseas pricing with domestic timing!



16oz. Cornado Tumbler
#16CORCLR
\$2.99c/72+
\$2.49c/1008+



Camo Flashlight
#CAMOFL
\$2.79c/100+



Nibble N Sip
#NIBNSIP
\$4.59c/48+
\$2.99c/1000+



Commuter Tote Bag
#COMMTOT
\$2.99c/1000+



6 Pack Wave Cooler
#6PKWAVE
\$3.29c/1000+



20oz. Mable Flip Up Tumbler
#MABFLBTL
\$6.89c/48+
\$4.99c/1000+



28oz. BlenderBottle® Classic™
#28BLEBTL
\$5.99c/72+
\$5.49c/576+



Bubba® 24oz. Realtree
Envoy Tumbler #RLTRMBL
\$12.79c/24+
\$11.49c/192+



Double Stripe Back Pack
#DBLSTBPK
\$7.98c/50+
\$5.99c/500+



MFI 3N1 Cable
#MFICBL
\$16.18c/12+
\$13.49c/300+

EXPIRES 06/30/18
Sale Price applies to colors shown only.

**YOUR
INFORMATION
HERE**



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)**

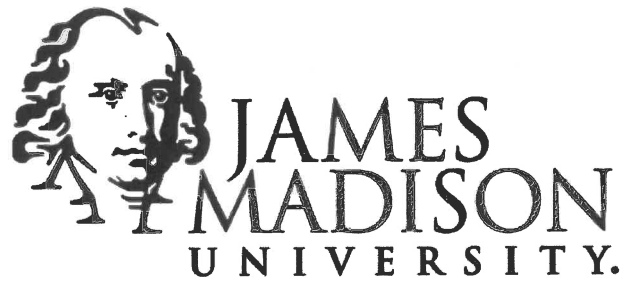
Please note the clarifications and/or changes made on this proposal program:

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)

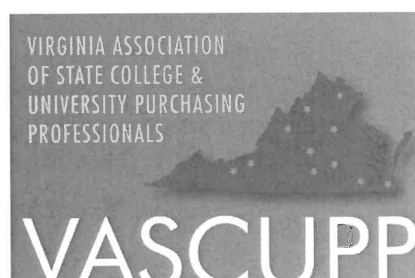


Request for Proposal

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)