



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5456

This contract entered into this 6th day of February 2019, by Mindful Upholstery 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 February 6, 2019 through February 5, 2020 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 #AHK-1019, dated October 24, 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 Number One, dated November 9, 2018
(3) The Contractor's Proposal dated November 27, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated January 30, 2019.

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

CONTRACTOR:

PURCHASING AGENCY:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Simon Aberg
(Printed Name)

Annee Korn
(Printed Name)

Title: Business owner

Title: Buyer Senior



**RFP # AHK-1019, Furniture Repair, Refinish & Upholstery Services
Negotiation Summary for Mindful Upholstery**

1/30/19

- Contractor's pricing schedule is as follows and shall be inclusive of all materials, labor, pickup and delivery/installation (not to include fabric).

ITEM DESCRIPTION	Price
LABOR (<i>Upholstery Services – not to include the cost of fabric.</i>)	
Virginia Correctional Enterprises (VCE)	
A1. Sofa: Completely Reupholstered	\$ 565
A2. Lounge Chair: Completely Reupholstered	\$ 385
A2. Lounge Chair Cushions: Fabric Replacement Only	\$ 290
A2. Lounge Chair Cushions: Fabric & Foam Replacement	\$ 390
A3. 2 – Position Chair: Completely Reupholstered	\$ 180
A4. Stool: Completely Reupholstered	\$ 160
BLOCKHOUSE FURNITURE	
B1. Sofa, Wood Frame: Completely Reupholstered	\$ 900
B2. Sofa, Upholstered: Completely Reupholstered	\$ 925
B3. Loveseat, Wood Frame: Completely Reupholstered	\$ 685
B4. Loveseat, Upholstered: Completely Reupholstered	\$ 665
B5. Chair, Wood Frame: Completely Reupholstered	\$ 345
B6. Chair, Upholstered: Completely Reupholstered	\$ 485
B1/2. Sofa Cushions: Fabric Replacement Only	\$ 450
B1/2. Sofa Cushions: Fabric & Foam Replacement	\$ 800
B3/4. Loveseat Cushions: Fabric Replacement Only	\$ 300
B3/4. Loveseat Cushions: Fabric & Foam Replacement	\$ 540
B5/6. Chair Cushions: Fabric Replacement Only	\$ 225
B5/6. Chair Cushions: Fabric & Foam Replacement	\$ 345
B. Refurnish & Reupholster Blockhouse Cushions	\$ 320
WIELAND FURNITURE	
C1. Loveseat: Completely Reupholstered	\$ 645
C2. Chair: Completely Reupholstered	\$ 465
C1. Loveseat Cushions: Fabric Replacement Only	\$ 245
C1. Loveseat Cushions: Fabric & Foam Replacement	\$ 425
C2. Chair Cushions: Fabric Replacement Only	\$ 125
C2. Chair Cushions: Fabric & Foam Replacement	\$ 215
MTS FURNITURE	
D1. Chair: Completely Reupholstered	\$ 116



**RFP # AHK-1019, Furniture Repair, Refinish & Upholstery Services
Negotiation Summary for Mindful Upholstery**

1/30/19

HERMAN MILLER FURNITURE	
E1. Club Chair: Completely Reupholstered	\$ 505
E2. L/R Arm Chair; Completely Reupholstered	\$ 480
E3. Armless Chair: Completely Reupholstered	\$ 346
NEMSCHOFF FURNITURE	
F1. Club Chair: Completely Reupholstered	\$ 540
OFS FURNITURE	
G1. Enclave Linx Ottoman – Round: Completely Reupholstered	\$ 235
G2. Enclave Linx Ottoman – Half: Completely Reupholstered	\$ 235
ALLSTEEL FURNITURE	
H1. 72W Bench/Screen: Completely Reupholstered	\$ 593
H2. 60W Bench/Screen: Completely Reupholstered	\$ 581
H3. 72W Bench: Completely Reupholstered	\$ 311
H4. 60W Bench: Completely Reupholstered	\$ 300
H5. Linger Lounge Chair: Completely Reupholstered	\$ 383
COALESSE FURNITURE	
I1. Bob Lounge Chair: Completely Reupholstered	\$ 450
I2. Bob Guest Chair: Completely Reupholstered	\$ 430
I3. Ripple Bench, 35.5W; Completely Reupholstered	\$ 265
TURNSTONE FURNITURE	
J1. Jenny Club No Arms: Completely Reupholstered	\$ 439
J2. Jenny Club: Completely Reupholstered	\$ 489
TRANSFORMATIONS FURNITURE	
Benchmark Ottoman: Completely Reupholstered	\$ 305
LABOR (Repairs)	
L1. Labor – Regular Hours (per hour)	\$ 35
L2. Overtime Rates (per hour)	\$ 53
LABOR (Refinishing)	
M1. Labor – Regular Hours (per hour)	\$ 35
M2. Overtime Rates (per hour)	\$ 53
LABOR (Upholstery Services)	
N1. Labor – Regular Hours (per hour)	\$ 35
N2. Overtime Rates (per hour)	\$ 53



**RFP # AHK-1019, Furniture Repair, Refinish & Upholstery Services
Negotiation Summary for Mindful Upholstery**

1/30/19

2. Contractor shall provide the following fabric discount structures:
 - a. 1-15 yards - 30% off MSRP
 - b. 16 yards and above – 40% off MSRP
3. The Contractor has disclosed all potential fees. Additional charges will not be accepted.
4. Payments shall be made in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.

Proposal from Mindful Upholstery

RFP # AHK-1019

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REQUEST FOR PROPOSAL
RFP# AHK-1019

Issue Date: October 24, 2018
Title: Furniture Repair, Refinish & Upholstery 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) One-Year Renewal Options

Sealed Proposals Will Be Received Until 2:00 PM on November 14, 2018 @ 2:00 p.m. 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: Annie Korn, Buyer Senior, Procurement Services, kornah@jmu.edu; 540-568-3133; (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:

Mindful Upholstery

361 Chicago ave
Harrisonburg, VA, 22802

Date: Nov 27, 2018

Web Address: www.mindfulupholstery.com

Email: mindfulupholstery@gmail.com

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Title: Owner

Phone: 808 6405536

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* => SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

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

Offeror's detailed response to: IV. Statement of needs

B 1. *Provide a written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the offeror and resumes of specific personnel to be assigned to perform the work.*

Simon Aberg is a professional upholsterer located in Harrisonburg VA. He started his company "Mindful Upholstery" on July 15, 2016. Simon is originally Swedish, but lived and worked in Hawaii for 10 years. There he was trained in upholstery whilst working for "David's Upholstery." "David's Upholstery" is a full service upholstery shop which caters to upmarket designers, hotels, and the marine community.

On Dec. 17, 2014 Simon moved to Harrisonburg and gained employment at "House of Oak and Sofas." There he ran the upholstery shop, doing furniture repair for warranty work, reupholstery, and the creation and manufacture of a variety of window treatments.

During his time with "House Of Oak And Sofas" Simon obtained a "birds-eye-view" of the furniture business as a whole. He gained experience in the manufacturing, purchasing, selling, delivering and repairing of all the merchandise. This enabled him to gain intimate knowledge of potential problems with material selection from frame to cover. He is able to apply this knowledge by producing long lasting quality products in his own business.

Simon has become proficient in all manner of upholstery including but not limited to vinyl work, canvas, leather, indoor and outdoor materials, delicate and robust upholstery service, window treatments and all manner of curtains. He has also worked on a variety of large projects such as church pews and windows, restaurant booths & barstools, gyms and hospital equipment.

Simon has a passion for the combination of beauty and practical function. He has set excellence as his goal in each job produced, hence his apt company slogan: "Careful Consideration From Start To Finish."

B 2. *Describe the complete process of providing the services from the time a JMU department establishes contact to invoicing for services provided.*

Upon initial contact the scope of the work is evaluated:

I) Step one.

- a) Establish which fabric is to be used and how many yards are needed.
- b) Evaluate which foam components need to be replaced, if any.
- c) Any other info such as underlying structural problems and also decorative additions like buttons, welts ext.
- d) At this point we determine whether or not a on-sight inspection by "Mindful Upholstery" is necessary or not.
- e) Due date established.
- f) Considerations concerning complications with pick up/drop off are taken care of. (e.g. working with restaurants that are open 24/7 requires careful planning and execution which include the of making templates, pre-sewing covers and being ready to do mobile installations with minimal disruption.) Similar principles may apply to JMU.

II) Step two.

- a) Quote is written and sent to appropriate JMU department - this process is made easier by the pre-existing contract.
- b) If quote is approved - we move on to step three, if it is denied, necessary changes are made.

B2 III) Step three.

- a) Materials are ordered.
- b) Upon arrival of materials JMU dep. is notified, and pick up of furniture arranged.

IV) Step four

- a) Manufacturing initiated.
- b) If multiple pieces are being made for onsite instillation there is a test fitting undertaken at a predetermined time.
- c) Manufacturing completed.

V) Step five

- a) Installation of newly repaired, reupholstered, or refinished furniture takes place at an agreed upon time.

VI) Invoice sent. Payment received. Receipt sent.

B 3. *Describe how a work plan is created and services are performed.*

“Mindful Upholstery” utilizes a written work-plan for each job received containing information of fabric type, yardage, foam, and any additional material to be ordered, as well as contact information and PO number. If applicable the work plan includes dimensions and drawings. Paper templates are made for each project, and these are saved for future reference.

When making multiples of the same product e.g., bench covers, curtains, or multiples or same sized chairs, the initial piece in the line up is made from start to finish including all components and extras. This piece is then test fitted, once approved the large scale manufacturing commences. At this point all the fabric components are cut, all the fabric covers are sewn, and all the foam is cut. Finally all components are installed.

Re-orders of the same items in different locations will naturally be slightly faster since all the test-fitting and templates are already pre-made.

B 4. *Specify the time frame of furniture pick-up after an order has been placed.*

The time frame for order pick up is 1-3 Weeks.

B 5. *Specify the expected time frame from the time the furniture is picked-up to the delivery of finished product.*

The time frame for order completion depends on the size of the order. Small orders: 1 week, Large orders: 2-3 weeks. If necessary, the work load could be split into smaller sections and installed in portions so as not to disrupt campus activities.

B 6. *Describe any special circumstances that could delay the anticipated pick-up and/or delivery time.*

Special circumstances that could cause delays: There are certain things “Mindful Upholstery” has no control over:

1) **Back-orders.** Fabric arrives from some companies within 1-2 business days, other companies can take up to 1 week. In the case of back-orders it could take 4-8 weeks before fabric is re-stocked at the warehouse and shipped to “Mindful Upholstery.”

2) The other thing is the ebb and flow of work load. “Mindful Upholstery” is committed to give priority to JMU work orders, however there may be times when large orders are in process and this could make the wait time a little longer.

B6. 3) Uncontrollable natural disaster or dangerous weather conditions.

"Mindful Upholstery" is, in any given scenario, committed to clear and honest communication about time delays if any of these issues would arise.

B 7. Describe workmanship warranties that will be offered.

A workmanship warranty for a period of 1 year for the upholstery work undertaken is included. Seam slippage, stitching, zippers, attachment (stapling) and spring work are included, subject to *normal usage* of the item. "Mindful Upholstery's" sole obligation under this warranty is the repair or replacement, at our discretion or as otherwise agreed upon with the appropriate department, of any part or parts covered by this warranty which are found to be defective.

B 8. Fabric Specifications

- a. *Describe what brands/manufacturers/mill(s) for fabrics (upholstery), foam, and other materials that may be used to provide the services herein.*

For commercial applications such as universities, restaurants, hospitals we have found "Douglass" to meet most all of our needs. They offer all manner of vinyl and high performance fabrics. Fabric treatments include: Stain & soil resistant technology e.g. Crypton, Greenshield, Permaguard, Scotchguard, ink resistant technology such as writers block, and many more. "Douglass" brand owns their own mill but acquires fabrics from all over the world. www.dougind.com. For window treatment fabrics we utilize "Greenhouse Fabrics," "Kasmir & Mitchell's." If an architect or designer calls for a fabric from a company we have not worked with before, we will simply acquire an account with that company, which is a simple process.

Foams: We have 3 suppliers of foam: "Douglass", "Genco" and "Foam To Size". All seating foam will be of a density 2.5 or above. Backs will be no less than 1.8 in density. "Douglass" offers pure urethane which has excellent durability. "KTT Enterprises" supplies our latex foam which offers the best durability and is a sustainable option since the consumed product can be recycled. Latex is not included in our initial pricing but can be offered upon request.

- b. *Describe the process of assisting campus end-users in the selection of fabrics.*

The Process of the assistance of the selection of fabric for the campus end user includes:

(1) The university will not be charged for on-site consultations.

(2) **The recommendation of fabric includes:**

Durability : abrasion rating (double rubs) together with fiber selection and texture are the three points we look at to determine suitability. Durability is not the same for all areas of upholstery. For instance, a sofa back may not need a high abrasion rating to last for a long time. However in many cases this may require UV light protection if exposed to sunlight where the couch is located. A seat cushion, on the other hand, will need to resist abrasion as well as require UV protection. These kinds of specificities are taken into careful consideration at all times and will be communicated clearly with the end user.

Product application: Certain fabrics will be more suitable for specific types of furniture. This seldom presents a real issue. The likelihood of a complication in this area is low but B8b would usually occur where adhesives are involved and a permanent bond between fabric and foam is needed. Careful consideration is taken concerning how the product is created and

“Mindful Upholstery” strives to create well made, long-lasting, and environmentally sustainable furniture.

Upholstery Maintenance: We understand the importance of clean-ability and ease of maintenance and will recommend commercial vinyls and high performance fabrics. Modern fabric technology is amazing and can accommodate almost any situation including cafeterias, messy students, and outdoor locations. During each consultation we will recommend the most common and practical fabric for the application, however we will accommodate for other requests. For instance in a cafeteria, nothing beats vinyl. In a setting where daily wiping is required vinyl is a great option, however there are some other fabrics that would stand up to the challenge and may provide more variety in style and color. If desired we would come up with alternatives. However we are not willing to utilize fabrics that are not suitable for the application. This would compromise the the longevity of our work and our warranty. We steer towards usability and longevity first, aesthetics come in a close second but not the other way around.

UV - light exposure - UV light is a known enemy to ALL man made products, upholstery is certainly included. UV light can pulverize fabric and once foam components are exposed they will degrade quickly. If furniture is going to be exposed to direct sunlight, UV - ray stable fabrics will be recommended. This fabric commonly has a protective finish that reflects UV rays. But weave and weight will also be considered. A tighter weave and a heavier weight fabric increases the protection of the Foam. Fabric application in production is also considered since heavily stretched fabrics will have a reduced UV protection. Thus by providing slightly looser fitting fabric backs and sides it will increase he inherent resistance.

Soil/stain potential - We will assume a rather large stain potential on virtually all seating on a university campus and will recommend fabrics with built in (engineered) OR inherent stain resistance.

(3) “Mindful Upholstery” *is able* to evaluate upholstery for application suitability but we are at the same time aware of our limitations. We lean on and glean from the expertise in the field especially since new products are often being released and promoted. We tend to go with time tested options as a rule. If there is a question we do not know the answer to we do the research necessary before giving suggestions.

- c. *How does your firm categorize the quality/durability of a fabric? Is a “grading scale” used (“Grade 1”, “Grade 2”, “Grade 3”) or other classification (such as “High/Low/Constant Traffic” or “Private/Public/Demanding Spaces”)?*

Our Fabric Grading System

Fabric companies separate commercial fabrics from residential which gives one a good starting point. In a commercial binder the abrasion rating is typically 50 000 double rubs at a minimum. This would be a must and a minimum for any high traffic area. Lower abrasion ratings could potentially come into consideration if the space is lightly used. After that we simply go through the points listed above to find the specific fabric most suitable for the space rather than going with a generic code.

- B8c (1) *Describe the process in which the offeror determines prices for each category of fabric mentioned above.*

There are a number of reasons why certain fabrics are more expensive than others and it is not always due to quality. For instance, a fabric that is sold in great volume will be cheaper than a fabric sold in lower quantities. Even though it may be of greater quality so in those cases price does not rhyme with reason but a protective finish on fabric most likely raises the price (e.g. Crypton) and will most likely offer superior qualities. However, a better quality or a more expensive product is not always necessary or worth while. For instance when we do church pews, we do not suggest spending money on a fabric like Crypton (which has great engineered soil protection technology) when there are other incredible resistant fibers which offer outstanding abrasion tolerance. This is simply because people don't eat hamburgers in pews! Our aim for each project is to find a suitable fabric at a reasonable price. Going through the outlined steps in section B2 is our go to method. When budget is restricted we will work to find a suitable fabric within the given parameters.

(2) Specify formulas or calculations used to determine cost and include how Contractor proposes to price fabric in section VII. Pricing Schedule, under N. FABRIC.

We buy fabric wholesale. Standard in the upholstery industry is to retail at a multiple of 2x. This is the standard we follow and how we price fabric. Shipping costs will be stated as they are and charged to JMU with no additional cost. We will offer a 20% discount on all fabric orders to JMU off MSRP.

- d.** *If requested, can the offeror obtain a Certificate of Flame Retardancy from the supplier/manufacturer for a specific fabric?*

Yes, a certificate of flame retardancy can be obtained upon request.

B 9. Describe any environmentally friendly materials that could be available to the University.

The environment is a very high concern for "Mindful Upholstery". The very nature of our business promotes the re-use as opposed to purchasing of the new and throwing away of the old.

We offer heavy duty fabrics made from up-cycled materials which reduces the carbon footprint by re-using already made materials as well as reducing landfill waste. We offer premium latex foam that outlasts the poly foam rubbers and can be composted, unfortunately at a large price difference at this point.

As much as possible we partner with fabric companies which produce environmentally sustainable products.

We seek to reduce the impact on the environment by first and foremost offer long lasting products and so pro-long the lifecycle of the furniture.

B 10. Provide any additional services offeror can provide and include pricing in section X. Pricing Schedule.

Services we offer: Upholstery, Reupholstery, Furniture Repair, Furniture Refinishing, Furniture Rebuilding, Re-Covering Furniture, Window Treatment Fabrication including cornices, valances, and curtains. We also offer custom design cushions.

	ITEM DESCRIPTION	UNIT PRICE
	LABOR (<i>Upholstery Services – not to include the cost of fabric.</i>)	
A.	Virginia Correctional Enterprises (VCE)	
	A1. Sofa: Completely Reupholstered	\$ 790 -
	A1. Sofa Cushions: Fabric Replacement Only	\$ 340 -
	A1. Sofa Cushions: Fabric & Foam Replacement	\$ 600 -
	A2. Lounge Chair: Completely Reupholstered	\$ 590 -
	A2. Lounge Chair Cushions: Fabric Replacement Only	\$ 290 -
	A2. Lounge Chair Cushions: Fabric & Foam Replacement	\$ 390 -
	A3. 2 – Position Chair: Completely Reupholstered	\$ 180 -
	A4. Stool: Completely Reupholstered	\$ 160 -
B.	BLOCKHOUSE FURNITURE	
	B1. Sofa, Wood Frame: Completely Reupholstered	\$ 1000 -
	B2. Sofa, Upholstered: Completely Reupholstered	\$ 1100 -
	B3. Loveseat, Wood Frame: Completely Reupholstered	\$ 730 -
	B4. Loveseat, Upholstered: Completely Reupholstered	\$ 880 -
	B5. Chair, Wood Frame: Completely Reupholstered	\$ 560 -
	B6. Chair, Upholstered: Completely Reupholstered	\$ 630 -
	B1/2. Sofa Cushions: Fabric Replacement Only	\$ 540 -
	B1/2. Sofa Cushions: Fabric & Foam Replacement	\$ 900 -
	B3/4. Loveseat Cushions: Fabric Replacement Only	\$ 300 -
	B3/4. Loveseat Cushions: Fabric & Foam Replacement	\$ 540 -
	B5/6. Chair Cushions: Fabric Replacement Only	\$ 280 -
	B5/6. Chair Cushions: Fabric & Foam Replacement	\$ 400 -
	B. Refurnish & Reupholster Blockhouse Cushions (<i>See - Section IV. A.7.d</i>)	\$ 320 -

C.	WIELAND FURNITURE		
	C1. Loveseat: Completely Reupholstered	\$ 880	-
	C2. Chair: Completely Reupholstered	\$ 630	-
	C1. Loveseat Cushions: Fabric Replacement Only	\$ 276	-
	C1. Loveseat Cushions: Fabric & Foam Replacement	\$ 516	-
	C2. Chair Cushions: Fabric Replacement Only	\$ 147	-
	C2. Chair Cushions: Fabric & Foam Replacement	\$ 267	-
D.	MTS FURNITURE		
	D1. Chair: Completely Reupholstered	\$ 205	-
E.	HERMAN MILLER FURNITURE		
	E1. Club Chair: Completely Reupholstered	\$ 660	-
	E2. L/R Arm Chair; Completely Reupholstered	\$ 1010	-
	E3. Armless Chair: Completely Reupholstered	\$530	-
F.	NEMSCHOFF FURNITURE		
	F1. Club Chair: Completely Reupholstered	\$660	-
G.	OFS FURNITURE		
	G1. Enclave Linx Ottoman – Round: Completely Reupholstered	\$320	-
	G2. Enclave Linx Ottoman – Half: Completely Reupholstered	\$260	-
H.	ALLSTEEL FURNITURE		
	H1. 72W Bench/Screen: Completely Reupholstered	\$912	-
	H2. 60W Bench/Screen: Completely Reupholstered	\$798	-
	H3. 72W Bench: Completely Reupholstered	\$430	-
	H4. 60W Bench: Completely Reupholstered	\$390	-
	H5. Linger Lounge Chair: Completely Reupholstered	\$530	-
I.	COALESSE FURNITURE		
	I1. Bob Lounge Chair: Completely Reupholstered	\$630	-
	I2. Bob Guest Chair: Completely Reupholstered	\$590	-

	I3. Ripple Bench, 35.5W; Completely Reupholstered	\$530	-
J.	TURNSTONE FURNITURE		
	J1. Jenny Club No Arms: Completely Reupholstered	\$530	-
	J2. Jenny Club: Completely Reupholstered	\$630	-
K.	TRANSFORMATIONS FURNITURE		
	Benchmark Ottoman: Completely Reupholstered	\$420	-
L.	LABOR (Repairs)		
	L1. Labor – Regular Hours (per hour)	\$35	-
	L2. Overtime Rates (per hour)	\$52.50	-
M.	LABOR (Refinishing)		
	M1. Labor – Regular Hours (per hour)	\$35	-
	M2. Overtime Rates (per hour)	\$52.5	-

N.	<i>FABRIC (indicate below how Contractor proposes to price and charge the University for fabric. If additional space is required, expand or add columns.) *Note per the Code of Virginia, the University cannot accept “cost-plus” offers.</i>		
	MRSP minus 20%		
O.	ADDITIONAL SERVICES		
		\$	-
		\$	-
		\$	-
		\$	-

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 2 Months 4

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 #
Sentara RMH hospital	6 months	2010 Health Campus Dr Rockingham, VA, 22801	Melissa Riley 540 689 6552
Sentara RMH Wellness Center	1 year	2500 Wellness Dr, Harrisonburg, VA, 22801	George Reid 540 564 5698
Johnny Rockets The original Hamburger	2 months	Multiple locations: 300 Monticello Ave. Suite 320, Norfolk, VA, 23510	Ruth Ervin 757 622 7330
House of Oak and Sofas	2 years	2265 S Main St, Harrisonburg, VA 22801	540 432 13 83 Merle Wenger
Grand Furniture	4 months	2080 Evelyn Byrd Ave, Harrisonburg, VA, 22801	540 434 7619 Colleen Price

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

Simon Aberg 361 Chicago ave, Harrisonburg, VA, 22802

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

[] YES [x] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Simon Aberg** _____ **Preparer Name: Simon Aberg**

Date: ___ **Nov 28, 18** _____

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

If yes, certification number: _____ Certification date: _____

Is your firm a **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:
 Simon Aberg
 Nov 28, 18

361 Chicago ave, Harrisonburg, VA, 22802

Firm _____ Address _____

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Sub Contract (to include ch
N/A				

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED



**JAMES MADISON
UNIVERSITY.**

November 9, 2018

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

REFERENCE: Request for Proposal No: **RFP# AHK-1019**
Dated: **October 24, 2018**
Commodity: **Furniture Repair, Refinish & Upholstery Services**
RFP Closing On: ~~November 14, 2018 @ 2:00 p.m.~~
November 28, 2018 @ 2:00 p.m.

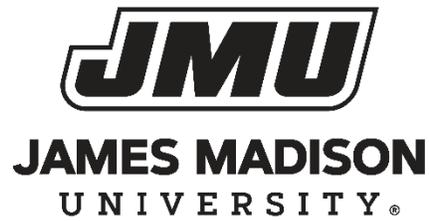
Please note the clarifications and/or changes made on this proposal program:

1. The closing date and time has been extended to November 28, 2018 @ 2:00 p.m.

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

Sincerely,

Annie Korn, CPPB, CUPO
Buyer Senior
Phone: 540-568-3133 | kornah@jmu.edu



Request for Proposal

RFP# AHK-1018

**Furniture Repair, Refinish & Upholstery
Services**

October 24, 2018



REQUEST FOR PROPOSAL
RFP# AHK-1019

Issue Date: October 24, 2018
Title: Furniture Repair, Refinish & Upholstery 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) One-Year Renewal Options

Sealed Proposals Will Be Received Until 2:00 PM on November 14, 2018 @ 2:00 p.m. 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: Annie Korn, Buyer Senior, Procurement Services, kornah@jmu.edu; 540-568-3133; (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)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS: 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.

ANSWER/INQUIRY SUBMISSION FORM
DEADLINE FOR SUBMISSION OF QUESTIONS:
Wednesday, November 7, 2018 NLT 2:00 p.m.

****PROCEDURE FOR SUBMITTING QUESTIONS****

All questions and inquiries shall be formally submitted on this document. Questions shall be submitted in writing and shall reference, whenever possible, the Page, Section, Item number within the technical specifications of this document that the question is in reference to.

Questions shall be submitted to: Annie Korn @ kornah@jmu.edu or by fax to: 540-568-7936

Answers to all questions received will be issued through a written addendum (if applicable) and become a part of the permanent record of this solicitation.

Date: _____

RFP# & Title: AHK-1019 – Furniture Repair, Refinish and Upholstery Services

The following question concerns: (indicate)

RFP Document: Section (number) _____, Page _____, Paragraph _____,

Question submitted by:

Name	Organization	e-mail address
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REQUEST FOR PROPOSAL

RFP # AHK-1019

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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 furniture repair, refinish & upholstery services on as as-needed bases 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

JMU is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and more than 4,000 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>.

The University purchases millions of dollars of new furniture across campus each year, however in some instances it is determined to be more cost effective to either repair, refinish or reupholster a piece of furniture, rather than purchasing new. Currently, the University utilizes three (3) contracted vendors for various projects across campus for these services. Since 2013 the University has spent a total of approximately \$281,000 and statewide, higher education institutions has cumulatively spent of over \$1 million on furniture repair, refinish and reupholstery services. The current contracts expire February 28, 2019.

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 seeks to establish multiple term contracts with vendor(s) to provide high quality furniture repair, refinish and upholstery services on an **as-needed basis** to various departments across campus. The University does not guarantee any set volume of orders resulting from this contract and cannot provide an estimate of potential contract usage. The 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. The University reserves the right to request a quotation from one or more contractors with which the University has a contract. A University purchase order will be issued as authority to proceed with the work. **NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED.** Contractor shall not perform work which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.

The University intends to establish contract pricing for the specific pieces of furniture specified in *Attachment E – Furniture Information*; however, the University reserves the right to add any furniture to this contract to include any fabrics, polyfoam, repairs if any, and other incidentals. Pricing for furniture not included in the resulting contracts shall be negotiated at that time and

may be incorporated into the contract via contract modification at the mutual agreement of both the University and offeror. **Offerors may in their sole discretion, propose pricing to one or more pieces of furniture outlined in section X. Pricing Schedule.**

The Office of Residence Life, Festival Conference and Student Center, Madison Union and organizations within the Student Success Center will be the primary users of the resulting contracts; however, any department may utilize the services listed herein. Normal operating hours vary across departments on campus. Contractor shall be responsible for coordinating mutually agreed upon deliveries and pickup times with the each department. The normal operating hours for delivery, pickup and/or installation for the following areas are:

1. Festival Conference and Student Center and the Madison Union: 8 AM- 4 PM, M - F.
 2. Residence Life Dormitories: 10 AM - 4 PM, M - F
 3. Residence Life Warehouse: 8 AM - 5 PM, M - F
 4. Student Success Center: 8 AM- 5 PM, M - F.
- A. The contractor shall provide all labor, materials, tools, equipment and supervision to provide furniture repair, refinishing and reupholstering services at the University while adhering to the following requirements:
1. The Contractor shall provide proper protective packing material during transportation for pick up and return, and shall be responsible for the University's property while it is in the contractor's possession.
 2. The Contractor should be able to respond to a call or email from the JMU representative within a 48 hour time period.
 3. All services within this solicitation shall be priced to include pickup, delivery and installation. Pick-up and installation is defined as removing furniture from its current location in the building and returning it to the same location (*or in rare instances, a nearby location*). In some instances, the department may prefer to utilize their own work force, in which case the contractor will not be responsible for inside delivery.
 4. Reupholstering, at a minimum, shall include:
 - a. Cushions to be constructed to the same dimensions, style configurations and contour as the existing cushions.
 - b. Couches and loveseats to be reconstructed to prevent wooden supports from causing injury or discomfort.
 - c. Foam material to be replaced in seat and arm cushions as required and/or not meeting 80% of their original specifications. The replacement foam must be of a suitable type and density for the purposes intended.
 - d. Springs shall be reattached, repaired or replaced, as needed.
 - e. All existing fabric to be removed - COVERING OVER OLD FABRIC SHALL NOT BE PERMITTED OR ACCEPTED.

- f. Any furniture to be reupholstered with any exposed wood sections; all exposed wood parts are required to be refinished as specified below and/or returned to their original appearance and specifications.
 - g. All webbing shall be replaced with Pirelli Web or an approved equal, when necessary.
5. Repairs to include as a minimum:
- a. All joints to be secured with glue and fasteners.
 - b. Replace any Key-Loc® fastener system components as needed on the Blockhouse (*as noted below in attachment E – Furniture Information*) furniture and/or other furniture brand(s).
 - c. Replace any Velcro® type fasteners as needed on the Wieland Furniture (*as noted below in attachment E – Furniture Information*) and/or other furniture brand(s).
 - d. Replace and/or tighten all other missing or loose fasteners.
6. Refinish to include as a minimum:
- a. All fasteners that are normally visible must be recessed and the depression leveled with putty or dowel installed and finished to match the existing wood color and finish.
 - b. All exposed wood surfaces must have all graffiti, gum and foreign material removed prior to applying sealer, stain or finish. A minimum of three (3) coats of clear finish is required.
 - c. All exposed wood arms are to receive suitable radius on the top edges.
 - d. All exposed wood surfaces must be refinished to match the original wood color.
 - e. All furniture pieces shall have a floor guide and shall be approved by the University representative placing the order prior to installation.
7. Term Clarification:
- a. Completely Reupholstered: the pickup of furniture, removal of existing fabric, reconstructing supports, replacing foam and/or springs, as needed. Reconstructing cushions, applying new fabric, and delivery back to the University.
 - b. Fabric Replacement: the manufacture of a fabric “jacket” and subsequent shipping of the jacket to the University.
 - c. Fabric and Foam Replacement: the pickup of furniture cushions from the University, the total replacement of fabric and foam, the repair of frame and springs, and the delivery of the cushions back to the University.
 - d. Blockhouse Refurnish & Reupholstery - the pickup of cushions from the University, inspect the cushion’s springs/foam/other mechanisms, repair cushions where needed and reassemble cushion with a new upholstered fabric jacket. Delivery back to the University.

8. All materials shall comply with all applicable federal, state or municipal laws, codes, rules and regulations concerning the safety and flammability of the upholstery and other materials used. All materials should meet one or more of the following:
 - a. 117-2013 Section 1, California Technical Bulletin.
 - b. BFD IX-1, Boston Fire Code.
 - c. D4852—18, American Society for Testing Materials.
 9. The contractor should tag each item at the base with “JAMES MADISON UNIVERSITY”.
- B. Offerors shall provide a detailed response to each of the following:
1. Provide a written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the offeror and resumes of specific personnel to be assigned to perform the work.
 2. Describe the complete process of providing the services from the time a JMU department establishes contact to invoicing for services provided.
 3. Describe how a work plan is created and services are performed.
 4. Specify the time frame of furniture pick-up after an order has been placed.
 5. Specify the expected time frame from the time the furniture is picked-up to the delivery of finished product.
 6. Describe any special circumstances that could delay the anticipated pick-up and/or delivery time.
 7. Describe workmanship warranties that will be offered.
 8. Fabric Specification
 - a. Describe what brands/manufacturers/mill(s) for fabrics (upholstery), foam, and other materials that may be used to provide the services herein.
 - b. Describe the process of assisting campus end-users in the selection of fabrics.
 - (1) Specify whether the University would be charged for on-site consultations.
 - (2) Describe how the following factors are considered when recommending fabrics: durability, product application, upholstery maintenance, UV light exposure, soil/stain potential.
 - (3) Specify if Contractor is able to evaluate upholstery for application suitability.
 - c. How does your firm categorize the quality/durability of a fabric? Is a “grading scale” used (“Grade 1”, “Grade 2”, “Grade 3”) or other classification (such as “High/Low/Constant Traffic” or “Private/Public/Demanding Spaces”)?

- (1) Describe the process in which the offeror determines prices for each category of fabric mentioned above.
- (2) Specify formulas or calculations used to determine cost **and include how Contractor proposes to price fabric in section VII. Pricing Schedule, under N. FABRIC.**
- d. If requested, can the offeror obtain a Certificate of Flame Retardancy from the supplier/manufacturer for a specific fabric?
9. Describe any environmentally friendly materials that could be available to the University.
10. Provide any additional services offeror can provide and include pricing in section X. Pricing Schedule.

II. 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 four (4) 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’ 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. Offeror Data Sheet, included as *Attachment A* to this RFP.
4. 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.
5. 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.
6. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

III. 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	20

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

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

IV. 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 procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

V. 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 five (5) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the **other services** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **other services** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 (SBSB) 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 SBSB 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 (SBSB) 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 (SBSB)-

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.**

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

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. 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.
- Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- S. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- T. LATE BIDS: To be considered for selection, proposals shall 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.
- U. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

VI. 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

	C1. Loveseat Cushions: Fabric Replacement Only	\$ -
	C1. Loveseat Cushions: Fabric & Foam Replacement	\$ -
	C2. Chair Cushions: Fabric Replacement Only	\$ -
	C2. Chair Cushions: Fabric & Foam Replacement	\$ -
D.	MTS FURNITURE	
	D1. Chair: Completely Reupholstered	\$ -
E.	HERMAN MILLER FURNITURE	
	E1. Club Chair: Completely Reupholstered	\$ -
	E2. L/R Arm Chair; Completely Reupholstered	\$ -
	E3. Armless Chair: Completely Reupholstered	\$ -
F.	NEMSCHOFF FURNITURE	
	F1. Club Chair: Completely Reupholstered	\$ -
G.	OFS FURNITURE	
	G1. Enclave Linx Ottoman – Round: Completely Reupholstered	\$ -
	G2. Enclave Linx Ottoman – Half: Completely Reupholstered	\$ -
H.	ALLSTEEL FURNITURE	
	H1. 72W Bench/Screen: Completely Reupholstered	\$ -
	H2. 60W Bench/Screen: Completely Reupholstered	\$ -
	H3. 72W Bench: Completely Reupholstered	\$ -
	H4. 60W Bench: Completely Reupholstered	\$ -
	H5. Linger Lounge Chair: Completely Reupholstered	\$ -
I.	COALESSE FURNITURE	
	I1. Bob Lounge Chair: Completely Reupholstered	\$ -
	I2. Bob Guest Chair: Completely Reupholstered	\$ -
	I3. Ripple Bench, 35.5W; Completely Reupholstered	\$ -
J.	TURNSTONE FURNITURE	
	J1. Jenny Club No Arms: Completely Reupholstered	\$ -
	J2. Jenny Club: Completely Reupholstered	\$ -
K.	TRANSFORMATIONS FURNITURE	
	Benchmark Ottoman: Completely Reupholstered	\$ -
L.	LABOR (Repairs)	
	L1. Labor – Regular Hours (per hour)	\$ -
	L2. Overtime Rates (per hour)	\$ -
M.	LABOR (Refinishing)	
	M1. Labor – Regular Hours (per hour)	\$ -
	M2. Overtime Rates (per hour)	\$ -

N.	FABRIC (<i>indicate below how Contractor proposes to price and charge the University for fabric. If additional space is required, expand or add columns.</i>)* Note per the Code of Virginia, the University cannot accept “cost-plus” offers.	
O.	ADDITIONAL SERVICES	
		\$ -
		\$ -
		\$ -
		\$ -

VIII. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Furniture Information

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 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)

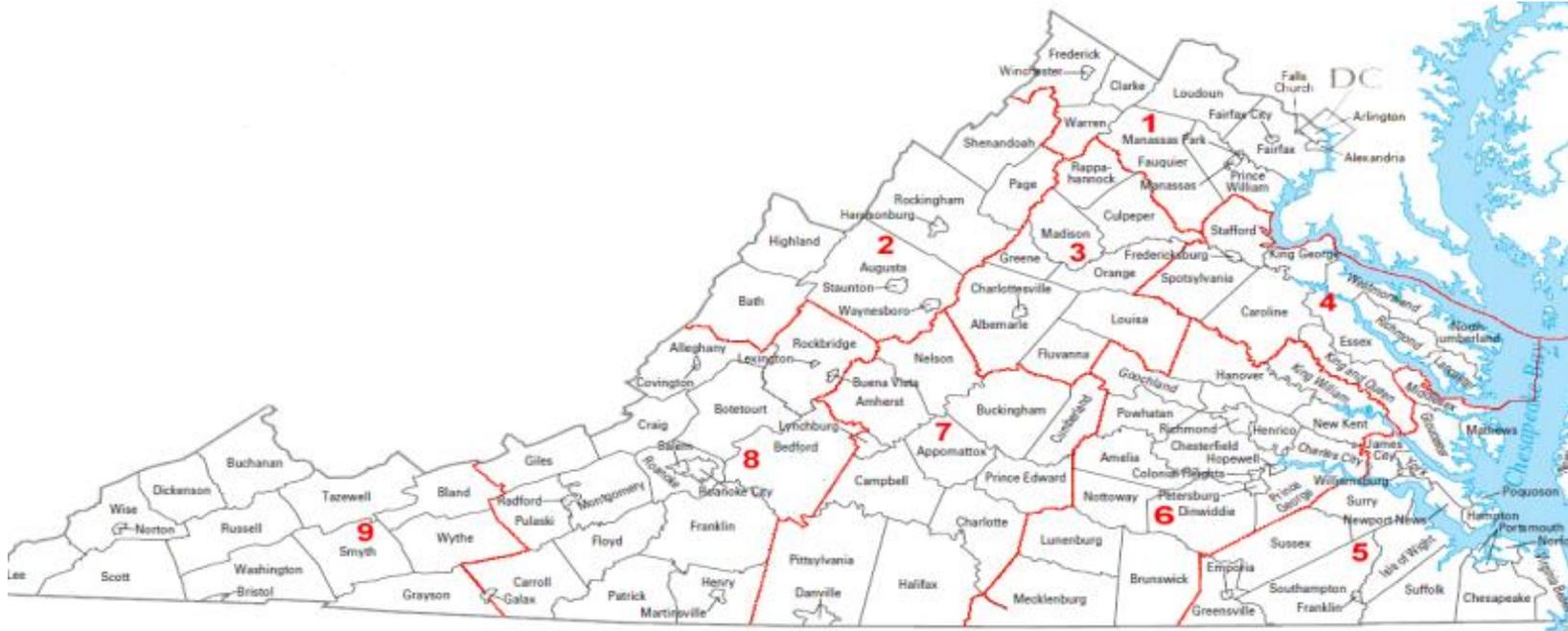
(Printed Name)

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)

ATTACHMENT E - Furniture Information

**Please note all fabric yardage are estimates and may require extra if a large pattern or railroading is required.*

A.	Virginia Correctional Enterprises (VCE)		
	<p>A1. Sofa; Old Dominion Lounge</p>	<p>Overall Width: 72" Overall Depth: 31" Overall Height: 34" Overall Arm Ht.: 27" Inside Arm Ht.: 11.5" Seat Depth: 20" Seat Height: 18" Seat Width: 60" 9 yards</p>	
	<p>A2. Lounge Chair; Old Dominion Lounge</p>	<p>Overall Width: 36" Overall Depth: 31" Overall Height: 34" Overall Arm Ht.: 27" Seat Depth: 22" Seat Height: 18" Inside Arm Ht.: 11.5" Seat Width: 18" 6.5 yards</p>	
	<p>A3. 2 – Position Chair, no arms</p>	<p>Depth: 22" Width: 19 1/2" Height: 33" Seat Height: 18" 1 yard</p>	

	<p>A4. Solitude Stool, KI Solitude Café Stool</p>	<p>Overall Width: 24" Overall Depth: 20" Overall Height: 43.5" Seat Width: 17.5" Seat Depth: 16" Seat Height: 29" 1 yard</p>	
<p>B. BLOCKHOUSE FURNITURE</p>			
	<p>B1. Sofa, Wood Frame; Sedona sofa Model # L120123</p>	<p>77"W x 33"D x 31"H 7 yards</p>	
	<p>B2. Sofa, Upholstered: Ambassador sofa; Model # L420043</p>	<p>80"W x 33"D x 31"H 11 yards</p>	
	<p>B3. Loveseat, Wood Frame: Sedona loveseat Model # L120122</p>	<p>52.5"W x 33"D x 31"H 5 yards</p>	

	<p>B4. Loveseat, Upholstered; Ambassador loveseat; Model # L420042</p>	<p>56"W x 33"D x 31"H 8 yards</p>	
	<p>B5. Chair, Wood Frame; Sedona chair; Model # L120121</p>	<p>28"W x 33"D x 31"H 3 yards</p>	
	<p>B6. Chair, Upholstered; Ambassador chair; Model # L420041</p>	<p>31"W x 33"D x 31"H 6 yards</p>	

C.	WIELAND FURNITURE	
	<p>C1. Loveseat; Bridge Lafayette Model # CO6-2</p>	<p>62"W x 34"D x 33"H 7.5 yards</p>
	<p>C2. Chair: Bridge Lafayette Model # CO6-01</p>	<p>40"W x 34"D x 33"H 6.25 yards</p>
		

D.	<p>MTS FURNITURE</p> <p>D1. MTS Banquet Chair; MTS Omega I Premium Stacking Chair</p>	<p>18"W x 23.5"D x 36.75"H</p> <p>0.85 yards</p>	
E.	<p>HERMAN MILLER FURNITURE</p>		
	<p>E1. Swoop Seating; Club Chair</p>	<p>Overall Height 32" Arm Height: 24" Seat Height: 16.5 Width 35" Depth 32" 5.5 yds</p>	
	<p>E2. Swoop Seating; Left/Right Arm Chair</p>	<p>Seat Height: 16.5 Height 32" Arm Height: 24" Seat Height: 16.5 Width 32" Depth 32" 5.16 yds</p>	

	E3. Swoop Seating; Armless Chair	Overall Height: 32" Seat Height: 16.5" Width 29" Depth 32" 4.83 yds	
F. NEMSCHOFF FURNITURE			
	F1. Nemschoff: Club Chair: Model # 866-STBLR	W: 40 D: 30.5 H: 33 7.5 yards	
G. OFS FURNITURE			
	G1. Carolina: Enclave Linx Ottoman - Round	48" Diameter x 15.25"H 4 yards	
	G2. Carolina: Enclave Linx Ottoman - Half Round	48"Wx24"Dx15.25"H 2 yards	

H.	ALLSTEEL FURNITURE		
	<p>H1. Gather Seating; 72W Mind-Share Bench with 72W Screen Model # S925B72F72</p>	<p>Overall: 50"Hx72"Wx25"D Seat: 18"Hx69.5"Wx19"D Seat & Bolster: 5.5 yds Screen: 4.5 yds</p>	
	<p>H2. Gather Seating; 60W Mind-Share Bench with 60W Screen Model # S925B60F60</p>	<p>Overall: 50"Hx60"Wx25"D Seat: 18"Hx57.5"Wx19"D Seat & Bolster: 4.25 yds Screen: 4.3 yds</p>	
	<p>H3. Gather Seating; 72W Mind-Share Bench Seat Model # S925B72</p>	<p>Overall: 18"Hx69.5"Wx20"D 3 yds</p>	
	<p>H4. Gather Seating; 60W Mind-Share Bench Seat Model # S925B60</p>	<p>Overall: 18"Hx57.5"Wx20"D 2.3 yds</p>	

	H5. Gather Seating; Linger Lounge Chair	Overall: 30½"H x 29"W x 27½"D Seat: 17¾"H x 27"W x 23¼"D 4 yds	
I.	COALESSE FURNITURE		
	I1. Bob Lounge Chair; Model # 216	34.25"Dx35"Wx31.75" H 3.2 yds	
	I2. Bob Guest Chair; Model # 231	25.25"Dx27.25"Wx29.75" H 1 yd	
	I3. Ripple Bench; Flat seat; Model # 490-B35HRZ	19D x 35 1/2W x 19H 2.25 yds	

J.	TURNSTONE FURNITURE		
	J1. Jenny Club Chair; No arms; Model # TS31401C	32.5D"x28.5W"x32.25"H 3.5 yds	
	J2. Turnstone; Jenny Club Chair; Model # TS31407C	32.5D"x31.75"Wx32.25"H 4 yds	
K.	TRANSFORMATIONS FURNITURE		
	K.1 Benchmark: Ottoman; BK-B-24-60	24"Dx60"W 6 - 7.5 yards	