



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5650

This contract entered into this 28th day of August 2019, by Washington Music Center 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 November 1, 2019 through October 31, 2020 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal DMS-1051 dated May 20, 2019:
 - (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;
- (3) The Contractor's Proposal dated June 12, 2019 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated August 14, 2019.

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


CONTRACTOR:

By: 
(Signature)

Melody O'Neil
(Printed Name)

Title: Manager, School & Government Sales

PURCHASING AGENCY:

By: 
(Signature)

D. Simmers
(Printed Name)

Title: Buyer Senior

August 14, 2019

1. Contractor's pricing schedule for the Purchasing Agency is attached.
2. Contractor shall waive all standard shipping costs to the Purchasing Agency.
3. Contractor shall pass on exact freight charges for rush orders to the Purchasing Agency as applicable.
4. Contractor shall waive all restocking and shipping fees for damaged or defective products. Purchasing Agency shall notify the Contractor and delivery company to arrange for a damage inspection to take place within seven (7) calendar days of receiving damaged products.
5. Purchasing Agency shall pay a 20% restocking fee for exchanges/returns and shall be responsible for paying return shipping costs.
6. Contractor shall guarantee product service repairs for ninety (90) days.
7. Purchasing Agency shall pay a 3% processing fee for charge card transactions.
8. All deliveries made to the Purchasing Agency shall be FOB destination.
9. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment Act.
10. The Contractor has disclosed all potential fees. Additional charges will not be accepted.

Manufacturer/Brand, being offered	Type of products	Discount off of MSRP	Volume Discount, if applicable	Rush Charges	Warranty Period (90 Days, 1
Include discounts for Manufacturer's Discounts, Product Category Discounts, Parts & Accessories, add rows if necessary for different manufacturers:					RFP#DMS-1051
ARMSTRONG STUDENT & STEP UP	PICCOLO	50%	NONE	CALL FOR QUOTE	5 YEARS
ARMSTRONG STUDENT	FLUTE	54%	NONE	CALL FOR QUOTE	5 YEARS
ARMSTRONG STEP UP	FLUTE	50%	NONE	CALL FOR QUOTE	5 YEARS
EMERSON STUDENT	PICCOLO	51%	NONE	CALL FOR QUOTE	5 YEARS
EMERSON STEP UP	PICCOLO	50%	NONE	CALL FOR QUOTE	5 YEARS
EMERSON	FLUTE	50%	NONE	CALL FOR QUOTE	5 YEARS
EMERSON STEP UP	FLUTE	50%	NONE	CALL FOR QUOTE	5 YEARS
GEMEINHARDT	PICCOLO	50%	NONE	CALL FOR QUOTE	3 YEARS
GEMEINHARDT	FLUTE	52%	NONE	CALL FOR QUOTE	3 YEARS
JUPITER STUDENT	PICCOLO	50%	NONE	CALL FOR QUOTE	1 YEAR
JUPITER STANDARD	FLUTE	51%	NONE	CALL FOR QUOTE	1 YEAR
PRELUDE	PICCOLO	46%	NONE	CALL FOR QUOTE	6 MONTHS
PRELUDE	FLUTE	45%	NONE	CALL FOR QUOTE	6 MONTHS
YAMAHA STANDARD	PICCOLO	50%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD & INTERMEDIATE	FLUTE	50%	NONE	CALL FOR QUOTE	5 YEARS

BUFFET STUDENT & PERFORMANCE	OBOE	51%	NONE	CALL FOR QUOTE	3 & 10 YEARS
FOX RENARD SERIES	OBOE	43%	NONE	CALL FOR QUOTE	1 YEAR
JUPITER	OBOE	44%	NONE	CALL FOR QUOTE	1 YEAR
SELMER	OBOE	37%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STUDENT & INTERMEDIATE	OBOE	39%	NONE	CALL FOR QUOTE	5 YEARS
FOX RENARD SERIES PLASTIC BODY	BASSOON	39%	NONE	CALL FOR QUOTE	1 YEAR
SCHREIBER PERFORMANCE	BASSOON	50%	NONE	CALL FOR QUOTE	5 YEARS
SELMER	BASSOON	37%	NONE	CALL FOR QUOTE	5 YEARS
BUFFET STUDENT & PERFORMANCE	CLARINET	50%	NONE	CALL FOR QUOTE	10 YEARS & LIFE
JUPITER STUDENT	CLARINET	50%	NONE	CALL FOR QUOTE	1 YEAR
SELMER USA	CLARINET	50%	NONE	CALL FOR QUOTE	5 YEARS
VITO	CLARINET	50%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD & INTERMEDIATE	CLARINET	39%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER	BASS CLARINET	41%	NONE	CALL FOR QUOTE	1 YEAR
LEBLANC	BASS CLARINET	41%	NONE	CALL FOR QUOTE	5 YEARS
SELMER USA	BASS CLARINET	37%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	BASS CLARINET	35%	NONE	CALL FOR QUOTE	5 YEARS
BUFFET	SAXOPHONE	58%	NONE	CALL FOR QUOTE	7 YEARS
CONN	SAXOPHONE	58%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER	SAXOPHONE	54%	NONE	CALL FOR QUOTE	1 YEAR
SELMER USA	SAXOPHONE	52%	NONE	CALL FOR QUOTE	5 YEARS
VITO	SAXOPHONE	54%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	SAXOPHONE	47%	NONE	CALL FOR QUOTE	5 YEARS
YANAGISAWA	SAXOPHONE	44%	NONE	CALL FOR QUOTE	5 YEARS

BACH STUDENT	TRUMPET	55%	NONE	CALL FOR QUOTE	5 YEARS
CONN STUDENT	TRUMPET	55%	NONE	CALL FOR QUOTE	5 YEARS
HOLTON STUDENT	TRUMPET	55%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER STUDENT	TRUMPET	55%	NONE	CALL FOR QUOTE	1 YEAR
KING STUDENT	TRUMPET	55%	NONE	CALL FOR QUOTE	5 YEARS
PRELUDE	TRUMPET	46%	NONE	CALL FOR QUOTE	6 MONTHS
YAMAHA STANDARD & INTERMEDIATE	TRUMPET	50%	NONE	CALL FOR QUOTE	5 YEARS
BACH STUDENT	CORNET	49%	NONE	CALL FOR QUOTE	5 YEARS
CONN STUDENT	CORNET	49%	NONE	CALL FOR QUOTE	5 YEARS
HOLTON	CORNET	49%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER STANDARD	CORNET	50%	NONE	CALL FOR QUOTE	1 YEAR
KING STUDENT	CORNET	50%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	CORNET	50%	NONE	CALL FOR QUOTE	5 YEARS
BACH STEP UP	FLUGELHORN	50%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER INTERMEDIATE	FLUGELHORN	50%	NONE	CALL FOR QUOTE	1 YEAR
KING STUDENT	FLUGELHORN	51%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	FLUGELHORN	52%	NONE	CALL FOR QUOTE	5 YEARS
BACH STUDENT	TROMBONE	52%	NONE	CALL FOR QUOTE	5 YEARS
CONN STUDENT	TROMBONE	52%	NONE	CALL FOR QUOTE	5 YEARS
HOLTON STUDENT	TROMBONE	50%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER STANDARD	TROMBONE	50%	NONE	CALL FOR QUOTE	1 YEAR
KING STUDENT	TROMBONE	50%	NONE	CALL FOR QUOTE	5 YEARS
PRELUDE	TROMBONE	46%	NONE	CALL FOR QUOTE	6 MONTHS
YAMAHA STANDARD	TROMBONE	50%	NONE	CALL FOR QUOTE	5 YEARS

CONN STUDENT, STEP UP & PROFESSIONAL	FRENCH HORN	46%	NONE	CALL FOR QUOTE	5 YEARS
HOLTON STUDENT, STEP UP & PROFESSIONAL	FRENCH HORN	56%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER DOUBLE	FRENCH HORN	44%	NONE	CALL FOR QUOTE	1 YEAR
YAMAHA STANDARD & INTERMEDIATE	FRENCH HORN	48%	NONE	CALL FOR QUOTE	5 YEARS
BESSON PERFORMANCE	EUPHONIUM	51%	NONE	CALL FOR QUOTE	2 YEARS
HOLTON STUDENT	BARITONE & EUPHONIUM	42%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER	BARITONE & EUPHONIUM	40%	NONE	CALL FOR QUOTE	1 YEAR
KING	BARITONE & EUPHONIUM	40%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD & INTERMEDIATE	BARITONE & EUPHONIUM	40%	NONE	CALL FOR QUOTE	5 YEARS
BESSON PERFORMANCE	TUBA	51%	NONE	CALL FOR QUOTE	2 YEARS
CONN	TUBA	46%	NONE	CALL FOR QUOTE	5 YEARS
HOLTON	TUBA	41%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER	TUBA	42%	NONE	CALL FOR QUOTE	1 YEAR
KING	TUBA	46%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA Bb	TUBA	46%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER MARCHING	MELLOPHONE & FRENCH HORN	41%	NONE	CALL FOR QUOTE	1 YEAR
KING MARCHING	MELLOPHONE & FRENCH HORN	43%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA MARCHING	MELLOPHONE & FRENCH HORN	47%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER MARCHING	BARITONE & EUPHONIUM	42%	NONE	CALL FOR QUOTE	1 YEAR
KING MARCHING	BARITONE & EUPHONIUM	41%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA MARCHING	BARITONE & EUPHONIUM	40%	NONE	CALL FOR QUOTE	5 YEARS
CONN MARCHING	SOUSAPHONE	37%	NONE	CALL FOR QUOTE	5 YEARS
JUPITER MARCHING	SOUSAPHONE	36%	NONE	CALL FOR QUOTE	1 YEAR
KING MARCHING	SOUSAPHONE	41%	NONE	CALL FOR QUOTE	5 YEARS
YAMAHA MARCHING	SOUSAPHONE	39%	NONE	CALL FOR QUOTE	5 YEARS

GLAESEL	STRING BASS	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	STRING BASS	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
GLAESEL / BEYER	CELLO	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	CELLO	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
YAMAHA ACOUSTIC STUDENT	CELLO	50%	NONE	CALL FOR QUOTE	5 YEARS
GLAESEL	VIOLA	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	VIOLA	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
YAMAHA STUDENT & INTERMEDIATE ACOUSTIC	VIOLA	50%	NONE	CALL FOR QUOTE	5 YEARS
GLAESEL	VIOLIN	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	VIOLIN	50%	NONE	CALL FOR QUOTE	.5, 1 & 3 YEARS
YAMAHA STUDENT & INTERMEDIATE ACOUSTIC	VIOLIN	50%	NONE	CALL FOR QUOTE	5 YEARS
MAJESTIC & MAPEX	CONCERT DRUMS & Mallet	42%	NONE	CALL FOR QUOTE	1 YEAR
ADAMS CONCERT SERIES & SOLOIST SERIES	CONCERT Mallet	45%	NONE	CALL FOR QUOTE	1 TO 3 YEARS
PEARL ORCHESTRAL (EXCLUDING B MARK LISTS)	CONCERT DRUMS	55%	NONE	CALL FOR QUOTE	1 YEAR
YAMAHA PERCUSSION	CONCERT DRUMS & Mallet	40%	NONE	CALL FOR QUOTE	1 YEAR
MAPEX	MARCHING DRUMS	50%	NONE	CALL FOR QUOTE	1 YEAR
PEARL	MARCHING DRUMS	50%	NONE	CALL FOR QUOTE	1 TO 3 YEARS
YAMAHA	MARCHING DRUMS	40%	NONE	CALL FOR QUOTE	1 YEAR
PAISTE	CYMBALS ONLY	40%	NONE	CALL FOR QUOTE	1 YEAR
SABIAN	CYMBALS ONLY	40%	NONE	CALL FOR QUOTE	2 YEARS
ZILDJIAN	CYMBALS ONLY	45%	NONE	CALL FOR QUOTE	2 YEARS
LUDWIG	DRUMSETS & HARDWARE ONLY	45%	NONE	CALL FOR QUOTE	1 TO 3 YEARS
MAPEX	DRUMSETS & HARDWARE ONLY	40%	NONE	CALL FOR QUOTE	1 TO LIFE
PEARL	DRUMSETS & HARDWARE ONLY	45%	NONE	CALL FOR QUOTE	LIFE
YAMAHA	DRUMSETS & HARDWARE ONLY	40%	NONE	CALL FOR QUOTE	1 TO 3 YEARS
ACCESSORIES FOR BAND INSTRUMENTS	CONN SELMER ACCESSORY BOOK	50%	NONE	CALL FOR QUOTE	
ACCESSORIES FOR PERCUSSION	CONN SELMER ACCESSORY BOOK	50%	NONE	CALL FOR QUOTE	
ACCESSORES FOR STRINGS	CONN SELMER ACCESSORY BOOK	50%	NONE	CALL FOR QUOTE	
MUSIC STANDS	CONN SELMER ACCESSORY BOOK	50%	NONE	CALL FOR QUOTE	
All Other Instruments	E-mail Bids@chucklevins.com	10%	NONE	CALL FOR QUOTE	

Washington Music Center
 11151 West Hill Road * Wheaton, MD 20902
 301-946-8808 * 301-946-0487 fax * bids@chucklevins.com

FENDER	ELECTRONICS	25%	NONE	CALL FOR QUOTE	1 YEAR
ROLAND	ELECTRONICS	25%	NONE	CALL FOR QUOTE	1 YEAR
MACKIE	ELECTRONICS	20%	NONE	CALL FOR QUOTE	1 YEAR
QSC	ELECTRONICS	25%	NONE	CALL FOR QUOTE	1 YEAR
YAMAHA	ELECTRONICS	15%	NONE	CALL FOR QUOTE	1 YEAR
ALESIS	ELECTRONICS	15%	NONE	CALL FOR QUOTE	1 YEAR
JBL	ELECTRONICS	15%	NONE	CALL FOR QUOTE	1 YEAR
BEHRINGER	ELECTRONICS	15%	NONE	CALL FOR QUOTE	1 YEAR
EV	ELECTRONICS	30%	NONE	CALL FOR QUOTE	1 YEAR
AUDIOTECHNICA	ELECTRONICS	25%	NONE	CALL FOR QUOTE	1 YEAR
SHURE	ELECTRONICS	20%	NONE	CALL FOR QUOTE	1 YEAR
SENNHEISER	ELECTRONICS	15%	NONE	CALL FOR QUOTE	1 YEAR
AUDIX	ELECTRONICS	20%	NONE	CALL FOR QUOTE	1 YEAR
WHIRLWIND	ELECTRONICS	0%	NONE	CALL FOR QUOTE	1 YEAR
GATOR CASES	CASES	30%	NONE	CALL FOR QUOTE	LIMITED LIFE
ANVIL	CASES	0%	NONE	CALL FOR QUOTE	LIMITED LIFE
SKB	CASES	30%	NONE	CALL FOR QUOTE	LIMITED LIFE
ZOOM	ELECTRONICS	20%	NONE	CALL FOR QUOTE	1 YEAR
SAMSON	ELECTRONICS	20%	NONE	CALL FOR QUOTE	1 YEAR

ORIGINAL

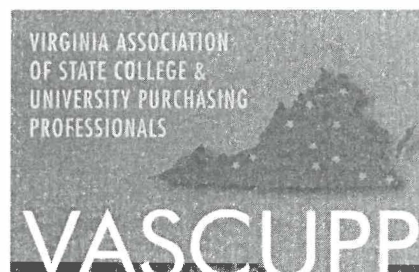


Request for Proposal

RFP# DMS-1051

Musical Instruments

May 20, 2019



REQUEST FOR PROPOSAL

RFP# DMS-1051

Issue Date: May 20, 2019
Title: Musical Instruments
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 Nine (9) Additional One (1) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 PM on June 18, 2019 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Dana Simmers, Buyer Senior, Procurement Services, simmerdm@jmu.edu; 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Washington Music Center
11151 Veirs Mill Road
Wheaton, MD 20902
301-946-8808
301-946-0487 fax
bids@chucklelevins.com

By:


(Signature in Ink)

Name:

John Przygocki
(Please Print)

Date:

6/12/19

Title:

Broker

Web Address:

www.chucklelevins.com

Phone:

Email:

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # DMS-1051

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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 musical instruments, parts and accessories 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 nine (9) additional one-year periods.

II. BACKGROUND

The James Madison University School of Music offers comprehensive undergraduate and graduate music programs and is accredited by the National Association of Schools of Music. The School supports six (6) internationally renowned athletic and concert bands, a Symphony Orchestra, Chamber and String Orchestras, as well as many award-winning instrumental ensembles.

The JMU Marching Royal Dukes are the largest band at JMU composed of 534 members (2018). The band has established a strong tradition as ambassadors of the university and community and is one of the largest college marching bands in the country, earning the Sudler Award – the first non-Division I program in the history of the award – in 1994. The Marching Royal Dukes' have performed four (4) times in the Macy's Thanksgiving Day Parade, first at the 75th Anniversary in 2001, and most recently, this past November in the 92nd annual parade in 2018. They took their first good will tour abroad in 1997, also traveling in 2000, 2003, 2006, 2010, and 2014. The band will take their seventh tour abroad to Spain in 2020. Each year the JMU Marching Royal Dukes host a competition for high school marching bands called the Parade of Champions, one of the largest events of its type in the Mid-Atlantic. The competition brings in approximately 50 regional high school bands.

The JMU percussion ensemble encompasses a number of performing groups. These include the concert ensemble, marimba ensemble, multiple steel drum bands, as well as many small chamber groups. The ensembles consists of more than 60 students throughout the school year, some of who have been selected as performers in the All-American College Marching Show Bands and Orchestra at Disneyland and the Walt Disney World/Epcot Center, Busch Gardens and Kings Dominion, as well as the Percussive Arts Society National Convention.

The JMU Brass Band is one of only a few collegiate brass bands in the United States. Formed in the Fall of 2000, the band has twice been named the North American Brass Band Association 1st Section Champion (2004, 2005) and was the 2006, 2007, 2010 and 2016 NABBA Championship Section Runner-up. The group maintains an active performance schedule throughout the academic year, performing regularly both on and off campus. The band was a featured ensemble at the 2006 Great American Brass Band Festival in Danville, Kentucky and both the 2004 and 2014 Virginia Music Educators Conference in Norfolk, Virginia. In the summer of 2008, the ensemble embarked on a concert tour of England and Wales sharing the stage with many outstanding bands including the No. 1 ranked brass band in the world, Cory Band. In 2009, the group became the first brass band to perform a full-length concert at the John F. Kennedy Center for the Performing Arts in Washington, D.C. Always interested in showcasing new repertoire, the band has given the North American premiere of a number of major works for brass band. The band is regularly ranked in the top 150 brass bands worldwide according to World of Brass/British Bandsman rankings. The ensemble has been host to a number of guest artists including Steven Mead, euphonium; Sheona White, tenor horn; Vince DiMartino, trumpet; Allen Vizzutti, trumpet; Katrina Marzella, baritone; Richard Sebring, horn; Colin Williams, trombone; Chris Gekker, trumpet; David Childs, euphonium; Les Neish, tuba; Brett Baker, trombone; Glenn van Looy, euphonium; David Thornton, euphonium and Carol Jantsch, tuba.

The JMU Jazz Ensemble has performed at the Kennedy Center's Millennium Stage in Washington, DC, the Montreux International Jazz and Blues Festival, the North Sea Jazz Festival, and the Virginia Music Educator's Association annual convention. The JMU Jazz Ensemble hosts the annual Tri-State Jazz Festival for all ages, now in its 47th year.

To support these programs, each year the School of Music generally purchases over \$75,000 in band instruments, parts and accessories. In addition to the annual purchases, the School of Music is anticipating an increase of one time purchases for the Marching Royal Dukes as many instruments are approaching their 10th-15th year of service. 2018 – 2019 eVA Reports showed approximately \$139,661.64 in spend for JMU for musical instruments, accessories and supplies.

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

This section describes James Madison University's requested goods and/or services and the areas to be addressed in Offerors Proposal.

James Madison University desires to partner with a contractor(s) to provide quality musical instruments, parts and accessories for the University. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel.

**OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING –
Please provide your responses directly under each item.**

REQUIRED CONTRACTOR RESPONSES

1. Provide all instrumental brands, parts and accessories being offered including percentage discount off published list price and quantity discounts in *Section X. Pricing Schedule*.
2. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU.
3. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
4. Describe previous university purchasing experience for musical instruments, parts and accessories.
5. Describe status as an authorized dealer of all manufactures represented in response to the RFP.

6. Describe delivery options, policies, turnaround time, including in stock, rush orders, and manufacturer order delivery policies for the brands offered. All orders shall be FOB destination. Provide information regarding delivery charges and/or free delivery.
7. Describe process for packaging orders.
8. Provide details of minimum order requirements, if applicable.
9. Provide your firm's replacement/return policy for any items showing evidence of defective materials or workmanship.
10. Provide your firm's restocking fees and shipping fees for returns/exchanges.
11. Describe approach to warranty services for musical instruments, parts and accessories.
12. Describe any trade-in or buy-back programs.
13. Provide a sample quote to include the following detail information, but not limited to:
 - Instrument list price, percentage discount off list price, contract price
 - Parts list price, percentage discount off list price, contract price
 - Accessory list price, percentage discount off list price, contract price
 - Shipping cost, if applicable
14. Provide your firm's payment policy (*i.e. Net 30, % at time of order, etc.*) and in what instances your firm would need to specify payment terms for specialized delivery/receiving requirements.
15. Specify any associated charge card processing fee, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees.
16. Provide any other information regarding products and/or services your firm would like for us to consider or that is unique to your firm.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offerors 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 two (2) 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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products / services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services – (i.e. <i>experience & qualifications of key employees that will be involved with this contract, experience in working with similar institutions</i>)	20
3. Specific plans or methodology to be used to perform the services – (i.e. <i>Ordering process, response time to orders & service, customer service / problem resolution, delivery methods, invoicing process, warranty issues, etc.</i>)	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost – To include percentage off published price, costs & fees for other products/services	25
	<hr/> 100

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

determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under

the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA and pay the Vendor

Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the

evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. 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.
- B. ADDITIONAL INFORMATION: The University reserves the right to ask any Offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which the University deems desirable.
- C. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- D. 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.
- E. 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.

- F. 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.
- G. 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.

- H. 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.

I. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
<https://www.osha.gov/dts/otpc/nrtl/nrtl.html>

J. 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:		
	<u>The envelope should be addressed as directed on the title page of the solicitation.</u>		

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.

K. 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.

L. 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.

M. 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.

N. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) 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.

O. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or

institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- P. **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.
- Q. **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 to simmerdm@jmu.edu.
- R. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or nonconformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

The Offeror shall provide pricing for all instrumental brands, parts and accessories, and services being offered including percentage discount off published list price and quantity discounts included in the proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/support/small-business/regulations-fees.html>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 61 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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ATTACHED

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

MELODY ONEILL

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: _____



Chuck Levin's

WASHINGTON MUSIC CENTER

11151 VEIRS MILL RD, WHEATON, MD 20902 • 301.946.8808 • CHUCKLEVIN5.COM • EMP ID: 53-0259612 • DUNS: 02-429-1544

REFERENCES

Montgomery County Public Schools
850 Hungerford Drive
Rockville, MD 20850
POC: Rick Penix – Music Supervisor
301-279-3836 rick_s_penix@mcpsmd.org

Prince George's County Public Schools
9201 East Hampton Drive
Capital Heights, MD 20743
POC: Lionel Harrell – Music Supervisor
301-333-0963 lionel.harrell@pgcps.org

Cobb County Board of Education
514 Glover Street
Marietta, GA 30060
POC: Gary Markham – Music Supervisor
770-426-3553 garland.markham@cobbk12.org

Charles County Board of Education
PO Box 2770
LaPlata, MD 20646
POC: Tim Bodamer – Music Supervisor
301-934-7409 tbodamer@ccboe.com

Brownsville ISD
1900 Price Road
Brownsville, TX 78521
POC: Paul Flinchbaugh, Supervisor of Instrumental Music
(956) 554-2821 pjflinchbaugh@bisd.us

Pharr-San Juan-Alamo ISD
PO Box 769
Pharr, TX 78577
POC: Jon Taylor, Director of Fine Arts
(956) 827-3541 jon.taylor@psjaisd.us

ATTACHMENT B

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

Offeror Name: Washington Music Center Inc. Preparer Name: John Mazyk

Date: 6/10/19
11151 Veirs Mill Road
Wheaton, MD 20902

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

N/A

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

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

Manufacturer/Brand, being offered	Type of products	Discount off of MSRP	Volume Discount, if applicable	Shipping / Handling Pricing	Additional Charges for Expedited	Warranty Period (90 Days, 1 year,
Include discounts for Manufacturer's Discounts, Product Category Discounts, Parts & Accessories, add rows if necessary for different manufacturers:						RFP#DMS-1051
ARMSTRONG STUDENT & STEP UP	PICCOLO	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
ARMSTRONG STUDENT	FLUTE	54%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
ARMSTRONG STEP UP	FLUTE	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
EMERSON STUDENT	PICCOLO	51%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
EMERSON STEP UP	PICCOLO	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
EMERSON	FLUTE	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
EMERSON STEP UP	FLUTE	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
GEMEINHARDT	PICCOLO	50%	NONE	INCLUDED	CALL FOR QUOTE	3 YEARS
GEMEINHARDT	FLUTE	52%	NONE	INCLUDED	CALL FOR QUOTE	3 YEARS
JUPITER STUDENT	PICCOLO	50%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
JUPITER STANDARD	FLUTE	51%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
PRELUDE	PICCOLO	46%	NONE	INCLUDED	CALL FOR QUOTE	6 MONTHS
PRELUDE	FLUTE	45%	NONE	INCLUDED	CALL FOR QUOTE	6 MONTHS
YAMAHA STANDARD	PICCOLO	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD & INTERMEDIATE	FLUTE	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS

BUFFET STUDENT & PERFORMANCE	OBOE	51%	NONE	INCLUDED	CALL FOR QUOTE	3 & 10 YEARS
FOX RENARD SERIES	OBOE	43%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
JUPITER	OBOE	44%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SELMER	OBOE	37%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STUDENT & INTERMEDIATE	OBOE	39%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
FOX RENARD SERIES PLASTIC BODY	BASSOON	39%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SCHREIBER PERFORMANCE	BASSOON	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
SELMER	BASSOON	37%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
BUFFET STUDENT & PERFORMANCE	CLARINET	50%	NONE	INCLUDED	CALL FOR QUOTE	10 YEARS & LIFE
JUPITER STUDENT	CLARINET	50%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SELMER USA	CLARINET	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
VITO	CLARINET	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD & INTERMEDIATE	CLARINET	39%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER	BASS CLARINET	41%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
LEBLANC	BASS CLARINET	41%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
SELMER USA	BASS CLARINET	37%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	BASS CLARINET	35%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
BUFFET	SAXOPHONE	58%	NONE	INCLUDED	CALL FOR QUOTE	7 YEARS
CONN	SAXOPHONE	58%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER	SAXOPHONE	54%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SELMER USA	SAXOPHONE	52%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
VITO	SAXOPHONE	54%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	SAXOPHONE	47%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YANAGISAWA	SAXOPHONE	44%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS

BACH STUDENT	TRUMPET	55%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
CONN STUDENT	TRUMPET	55%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
HOLTON STUDENT	TRUMPET	55%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER STUDENT	TRUMPET	55%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING STUDENT	TRUMPET	55%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
PRELUDE	TRUMPET	46%	NONE	INCLUDED	CALL FOR QUOTE	6 MONTHS
YAMAHA STANDARD & INTERMEDIATE	TRUMPET	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
BACH STUDENT	CORNET	49%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
CONN STUDENT	CORNET	49%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
HOLTON	CORNET	49%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER STANDARD	CORNET	50%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING STUDENT	CORNET	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	CORNET	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
BACH STEP UP	FLUGELHORN	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER INTERMEDIATE	FLUGELHORN	50%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING STUDENT	FLUGELHORN	51%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD	FLUGELHORN	52%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
BACH STUDENT	TROMBONE	52%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
CONN STUDENT	TROMBONE	52%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
HOLTON STUDENT	TROMBONE	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER STANDARD	TROMBONE	50%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING STUDENT	TROMBONE	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
PRELUDE	TROMBONE	46%	NONE	INCLUDED	CALL FOR QUOTE	6 MONTHS
YAMAHA STANDARD	TROMBONE	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS

CONN STUDENT, STEP UP & PROFESSIONAL	FRENCH HORN	46%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
HOLTON STUDENT, STEP UP & PROFESSIONAL	FRENCH HORN	56%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER DOUBLE	FRENCH HORN	44%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
YAMAHA STANDARD & INTERMEDIATE	FRENCH HORN	48%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
BESSON PERFORMANCE	EUPHONIUM	51%	NONE	INCLUDED	CALL FOR QUOTE	2 YEARS
HOLTON STUDENT	BARITONE & EUPHONIUM	42%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER	BARITONE & EUPHONIUM	40%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING	BARITONE & EUPHONIUM	40%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA STANDARD & INTERMEDIATE	BARITONE & EUPHONIUM	40%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
BESSON PERFORMANCE	TUBA	51%	NONE	INCLUDED	CALL FOR QUOTE	2 YEARS
CONN	TUBA	46%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
HOLTON	TUBA	41%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER	TUBA	42%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING	TUBA	46%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA Bb	TUBA	46%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER MARCHING	MELLOPHONE & FRENCH HORN	41%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING MARCHING	MELLOPHONE & FRENCH HORN	43%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA MARCHING	MELLOPHONE & FRENCH HORN	47%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER MARCHING	BARITONE & EUPHONIUM	42%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING MARCHING	BARITONE & EUPHONIUM	41%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA MARCHING	BARITONE & EUPHONIUM	40%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
CONN MARCHING	SOUSAPHONE	37%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
JUPITER MARCHING	SOUSAPHONE	36%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
KING MARCHING	SOUSAPHONE	41%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
YAMAHA MARCHING	SOUSAPHONE	39%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS

GLAESEL	STRING BASS	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	STRING BASS	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
GLAESEL / BEYER	CELLO	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	CELLO	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
YAMAHA ACOUSTIC STUDENT	CELLO	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
GLAESEL	VIOLA	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	VIOLA	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
YAMAHA STUDENT & INTERMEDIATE ACOUSTIC	VIOLA	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
GLAESEL	VIOLIN	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
SCHERL & ROTH	VIOLIN	50%	NONE	INCLUDED	CALL FOR QUOTE	.5, 1 & 3 YEARS
YAMAHA STUDENT & INTERMEDIATE ACOUSTIC	VIOLIN	50%	NONE	INCLUDED	CALL FOR QUOTE	5 YEARS
MAJESTIC & MAPEX	CONCERT DRUMS & Mallet	42%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
ADAMS CONCERT SERIES & SOLOIST SERIES	CONCERT Mallet	45%	NONE	INCLUDED	CALL FOR QUOTE	1 TO 3 YEARS
PEARL ORCHESTRAL (EXCLUDING B MARK LISTS)	CONCERT DRUMS	55%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
YAMAHA PERCUSSION	CONCERT DRUMS & Mallet	40%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
MAPEX	MARCHING DRUMS	50%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
PEARL	MARCHING DRUMS	50%	NONE	INCLUDED	CALL FOR QUOTE	1 TO 3 YEARS
YAMAHA	MARCHING DRUMS	40%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
PAISTE	CYMBALS ONLY	40%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SABIAN	CYMBALS ONLY	40%	NONE	INCLUDED	CALL FOR QUOTE	2 YEARS
ZILDJIAN	CYMBALS ONLY	45%	NONE	INCLUDED	CALL FOR QUOTE	2 YEARS
LUDWIG	DRUMSETS & HARDWARE ONLY	45%	NONE	INCLUDED	CALL FOR QUOTE	1 TO 3 YEARS
MAPEX	DRUMSETS & HARDWARE ONLY	40%	NONE	INCLUDED	CALL FOR QUOTE	1 TO LIFE
PEARL	DRUMSETS & HARDWARE ONLY	45%	NONE	INCLUDED	CALL FOR QUOTE	LIFE
YAMAHA	DRUMSETS & HARDWARE ONLY	40%	NONE	INCLUDED	CALL FOR QUOTE	1 TO 3 YEARS
ACCESSORIES FOR BAND INSTRUMENTS	CONN SELMER ACCESSORY BOOK	50%	NONE	INCLUDED	CALL FOR QUOTE	
ACCESSORIES FOR PERCUSSION	CONN SELMER ACCESSORY BOOK	50%	NONE	INCLUDED	CALL FOR QUOTE	
ACCESSORES FOR STRINGS	CONN SELMER ACCESSORY BOOK	50%	NONE	INCLUDED	CALL FOR QUOTE	
MUSIC STANDS	CONN SELMER ACCESSORY BOOK	50%	NONE	INCLUDED	CALL FOR QUOTE	
All Other Instruments	E-mail Bids@chucklevins.com	10%	NONE	INCLUDED	CALL FOR QUOTE	

FENDER	ELECTRONICS	25%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
ROLAND	ELECTRONICS	25%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
MACKIE	ELECTRONICS	20%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
QSC	ELECTRONICS	25%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
YAMAHA	ELECTRONICS	15%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
ALESIS	ELECTRONICS	15%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
JBL	ELECTRONICS	15%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
BEHRINGER	ELECTRONICS	15%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
EV	ELECTRONICS	30%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
AUDIOTECHNICA	ELECTRONICS	25%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SHURE	ELECTRONICS	20%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SENNHEISER	ELECTRONICS	15%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
AUDIX	ELECTRONICS	20%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
WHIRLWIND	ELECTRONICS	0%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
GATOR CASES	CASES	30%	NONE	INCLUDED	CALL FOR QUOTE	LIMITED LIFE
ANVIL	CASES	0%	NONE	INCLUDED	CALL FOR QUOTE	LIMITED LIFE
SKB	CASES	30%	NONE	INCLUDED	CALL FOR QUOTE	LIMITED LIFE
ZOOM	ELECTRONICS	20%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR
SAMSON	ELECTRONICS	20%	NONE	INCLUDED	CALL FOR QUOTE	1 YEAR



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Employer ID: 53-0259612 DUNS: 02-429-1544

June 12, 2019

Procurement
James Madison University
JMU Box 2737
Harrisonburg, VA 22807

Re: Request for Proposal RFP DMS-1051

Dear Procurement Officer,

Washington Music Center, Inc. is responding to your request for a proposal for your use in acquiring band equipment and guard supplies in accordance with RFP# DMS-1051. We are delighted at the opportunity to serve your school district, and have enclosed this catalog for your convenience as a small sample of the products we sell.

Offering a full line of music supplies, Washington Music Center, Inc. is the largest music store in the world that resides at a single location, occupying four warehouses, a state of the art Pro Sound/Lighting Showroom and a Stage/Meeting/Event Room, all in addition to our main store. (See our website for upcoming events and workshops.) We maintain an astounding inventory as well as close relationships with thousands of manufacturers to match our clients with the best products for their needs at the most economical prices possible. We have band instruments, accessories, sheet music, guitars, drum sets and percussion equipment, keyboards, amplifiers, microphones, as well as sound, lighting and D.J. equipment. Practically anything you may need along these lines, we have in our stock inventory, and if we don't, we'll get it for you, from the smallest accessory item to the most sophisticated state of the art digital mixing equipment. Visit our website at www.chucklevins.com to see a list of our manufacturers by clicking on 'links' at the top.

Designated for serving the needs of our nation's schools and military and averaging \$22 million dollars annually in sales alone, our School & Contract Sales Department is here to assist you with a musically trained sales team dedicated to the best personalized care from purchase order through delivery. We've been doing so for over fifty (50) years with our reputation built solely on word-of-mouth referrals from our customers without advertising. Our founder, Chuck Levin, believed that our most powerful advertisements are our enthusiastic customers, including many world class recording artists, as well as public and private schools, universities, churches, temples, government agencies and military bands from all fifty states and around the world.

We encourage you to make direct contact with Melody O'Neil, School & Contract Sales Manager, or one of our department associates at bids@chucklevins.com if you're interested in an official quote reflecting your educational discounts for the lowest price guaranteed.

Thank you and kindest regards.

The School and Contract Sales Team at Washington Music Center, Inc.



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Employer ID: 53-0259612 DUNS: 02-429-1544

School Servicing

Washington Music Center, Inc. maintains our own on-site horn, string and sound equipment repair shops with factory trained repair technicians for our customers' convenience. A school sales associate should be contacted first for all servicing requests.

Damage Claims

All cartons and packaging MUST BE KEPT for proper damage claim inspections. The following guidelines are the policies of the delivery companies and must be adhered to in order to be replaced or credited by Washington Music Center:

- If a product is being delivered and a carton has obvious visible **exterior damage** (including cracks, smashed, water damage or smells of any foul substance), the receiver **should not sign for the shipment** and have the delivery person wait until the carton is opened to make sure all contents are fine before allowing him/her to leave. If there is **interior damage**, the shipment **should be refused at that time** for that particular carton. (Example: If Box 2 of 3 contains several items, but has only one damaged item in it, then the entire contents of Box 2 (only) of 3 should be refused. The receiver should only sign for Box 1 and Box 3.)
- If there is **concealed product damage** upon opening a carton, the **delivery company must be contacted immediately** to arrange for a damage inspection to take place within seven (7) calendar days from the date of receipt. Washington Music Center, Inc. must also be contacted on the same day by calling 301-946-8808 or by emailing bids@chucklevins.com.

Damage reported after the delivery company's specified time frames could be handled as possible warranty claims at the manufacturer's discretion. Shipping to the manufacturer in this case is done at the expense of the school district. However, these damages **must** be reported to Washington Music Center, Inc. within seven (7) calendar days of receipt for exterior damages and fourteen (14) calendar days for any concealed damages. Contact Washington Music Center, Inc. by calling 301-946-8808 or by emailing bids@chucklevins.com.

Repairs

Washington Music Center, Inc. is an authorized factory repair center for many manufacturers. Service repairs done by Washington Music Center, Inc. are guaranteed for ninety (90) days. Repairs can be done by Washington Music Center, Inc. with shipping charges at the school district's expense. Repairs can also be done at an authorized manufacturer service center in the school district's local area. Manufacturers' warranty repairs are covered for the amount of time specified by the manufacturer.

Exchanges

All exchanges are shipped at the school district's expense. Please be aware that exchanges will be subject to a 20% restocking fee.

Chuck Levin's **WASHINGTON MUSIC CENTER**

We are authorized dealers for the following Manufacturers.

65 Amps	Audiocontrol	Brauner	Creative Stage Lighting
Ableton Software	Audix	Broadjam	Crest
Access	Auralex	BSS	Crown
Ac-cetera	Austin	Budda Amplification	Cycling 74
Ace Products	Avalon Design	Buescher	D.A.S. Audio
Acoustic Image	Avanti	Buffet Crampon	D'Addario
Acoustics First	Aviom	Bulgheroni	Dana B. Goods
AER Acoustic Amps	Axis Percussion	CAD	Danelectro
Aguilar	Axon	CAE Inc.	DAngelico
Ahead Drumsticks	Azden Corp.	Cakewalk	Danmar
Akai	Azumi	Calato MFG	DBX
AKG	B&S Brass	Calzone Cases	Ddrum
Alembic	Bach	Cameo	Dean Markley
Alesis	Bag End	Caparison Guitars	Deering
Allen and Heath	Balter Mallets	Cappella	DEG Music
Altieri	Bam	Carl Fischer	Demeter
Altus	Barber Electronics	Carl Martin	Denon
Alvarez	Barcus Berry	Carr Amplifiers	Diezel
Amadeus Flutes	Bari Associates	Carter Pedal Steels	Digidesign
Amati	Bartolini	Carver	Digital Audio
Amek	Basslines	Carver Pro	Digital Music
American DJ	BBE	Cascade Microphones	Digital Scratch
Ampeg	BC Rich Guitars	Casio Inc.	Digitech
Anchor Audio	Behringer	Casio Keyboards	Dimarzio
Antares	Bell/Duovox	Cavallaro	DOD
Antex	Benge	CB Educational	DR Strings
Antigua Winds	Besson	Celestion	Drawer
Antonio Aparicio Guitars	Beyerdynamic	Cerwin Vega	Drum Workshop
Anvil Cases	BGW	Charles Music	Dunlop MFG
APB Dynasonics	Bias Inc.	Charvel Guitars	DW Labs
Aphex	Big Bang	Chauvet Lighting	Dynasty
API Audio	Big Briar	Chop Saver	Earthworks Inc.
Apogee Digital	Big Fish Audio	Cicognani Amps	East West
Applause Guitars	Bitheadz	Clearsonic	Eastman Guitars
Applied Microphone	Black Swamp	Clevinger Bass	Eastman Mandolins
Arboretum	Blackbird Guitars	CM Automation	Eastman Strings
Argosy Studio Furniture	Blackstar Amplification	Coda	Eastman Winds
Armadillo	Blessing	Collings Guitars	EAW
Armstrong Winds	Blue Microphones	Community	Ebow
ART	Bob Reeves Mouthpieces	Condre	EBS
Artley	Bogen	Conn	Ebtech
Ashdown	Bogner Amplification	Cordoba Guitars	Echo Digital Audio
Ashly Audio	Boomerang	Countryman	Eden Electronics
Atlas/Soundolier	Bose	Courtois	Edwards
Audio Control	Bosphorus Cymbals	Crate	Ego Systems
Audio Technica	Boss	Creamware	Electro-Harmonix
Electro-Voice	Glaesel	JBL	Loree

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Elektron	Glockenklang	Jerome Callett	LP Music
Elixir Strings	Glyph	Jim Dunlop	LR Baggs
Emagic	Godin Guitars	Joe Barden Pickups	Lucid Audio
Emerson	Godlyke Inc.	Joe Meek	Ludwig
EMG Inc.	Gore Music	Johnny Rabb	Lynx Studio Technology
Emtec Pro Media/BASF	Grace Design	Johnson Cases	Lyon and Healy Harp
Emu	Grace Design	Jomox	Mackie
Engelhardt-Link	Graph Tech	Juice Goose	Manhasset Specialty
ENGL Amplifiers	Greg Black Mouthpieces	Jupiter	Manley Laboratories
Ensoniq	Gretsch	Just Enough Instructional	Mapex Drums
Ernie Ball	Groove Tubes	Kaman Music Corp.	Marantz
ESP Guitars	Group One	Kanstul	Marigaux
ETA Systems	GT Electronics	Kawai	Mark of the Unicorn
Euphonic Audio	Guild	Keeley Electronics	Marshall Amplification
Evans Drum Heads	Guyatone	Keilwerth	Martin Guitar
Event	Hafler	Ken Smith	Martin Professional
Eventide	Hal Leonard	Ketron	Martin Sound
Evets Corp.	Hamer Guitars	Keyboard Mag	Maryland Drum Company
EVI Audio	Hamilton Stands	Keyfax	Matrix Tuners
Fat Congas	Hammond-Suzuki	King	MAudio
FBT	Hans Hoyer	King	MBT International
Fender	Harrison-Hurtz	Klark Teknik	MBT Lighting and Sound
Fernandes	Hartke	Klipsch	McPherson Guitars
Ferree's Tools Inc.	Hear Technologies	KLS Electronics	Meinl Cymbals
Fishman	Heritage	Knilling	Meinl-Weston
Floyd Rose Guitars	Heritage Amplifiers	Koch Amplifiers	Microboards
Focal Professional	Hermann Beyer	Koenig and Meyer	Midas
Focusrite	HHB Communications	Korg	Middle Atlantic
Fostex	High End Systems	Krank Amps	MidiMan
Fox Products	Hofner Guitars	KRK	Mike Balter
Frantone Electronics	Hohner	Kurzweil	Millennia Media
Frontier Design	Holton	Kustom Amplification	Miraphone
Fryette Amplification	Horizon Music Inc.	Kydd	Modulus
Fuchs Amplifiers	Hosa	Kyser Musical Products	Mogami Cable
Furman Sound	Hotlicks	LA Sax	Mojotone
Future Primitive Designs	Howarth	Lab.gruppen	Monster Cable
G LAB	Hughes and Kettner	Labella	Moog
G.H.S. Corp.	Humes and Berg	Lace Sensor	Morley
Galaxy Audio	Ibanez	Lag Guitars	Motion Sound
Gallien Krueger	IK Multimedia	Laney Amplifiers	Mountain Rhythm
Gator Cases	Ilio	LeBlanc	MTX
Gemeinhardt	Impact Industries	LeMaitre	Music Books
Gemini DJ	Independent Audio	Leprecon	Music Industries
Gemini DJ	Intellitouch	Levy's Leathers	Music Man
Gemstone	IQS	Lexicon	Musica
Genelec	ISP Technologies	Lighting and Electronics	Musitek
		LightWave Bases and	
		Guitars	
General Music	IVL Technologies	Linc Luthier	Musser
Genz Benz	J Pearce Strings	LIne 6	Native Instruments
Getzen	J.J. Babbitt	Liquid Audio	Nemesys Music
GHS Strings	J.L. Cooper	Listen Technologies	Neumann
Gibraltar	Jackson	Littlite	Neutrik
Gibson Guitars	Jasmine Guitars	Slug Drums	NHT Pro
Noble and Cooley	Rainsong	Snarling Dogs	TOA Electronics
Nord	Randall Amplifiers		Toca

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WASHINGTON  MUSIC CENTER

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Chuck Levin's Washington Music Center Delivery Policy

- Most Items are delivered within 30-60 days from date we receive order for both in stock and drop shipments
 - Standard freight charges are included for orders over \$75.00
- Rush delivery is available for most items. Please call for rush charges as it
 - depends on manufactures, the weight and time frame
- You will be charged a restocking fee of 20% and are responsible for the cost of return freight for any item that was to you as ordered
 - Net 30 applies to all orders
 - Manufacture Warranties apply to all orders
- We are here to service from 10:00 A.M. till 5:00 P.M. Monday through Friday. Call for any inquiries.



Chuck Levin's

WASHINGTON MUSIC CENTER

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Washington Music Center, Inc.

11151 Veirs Mill Road

Wheaton, MD 20902

301-946-8808

Fax 301-946-0487

bids@chucklevins.com

Orders@chucklevins.com

Points of Contact

School & Contract Sales Mgr	Melody O'Neil	x-580
Bid Rep	John Przygocki	x-527
Accounts Receivable	Brenda Clark	x-555
Customer Service	Debi Henderson	x-582

Net 30 Terms



Washington Music Sales Center, Inc.
D/B/A Washington Music Center

11151 Veirs Mill Road Wheaton, MD 20902
DUNS No.: 02-429-1544 Employer ID: 53-0259612
Phone: 301-946-8808 Fax: 301-946-0487

SALES INVOICE



COPY

Invoice No. SI144397
Invoice Date. 06/19/18
Due Date 07/19/18
Page. 1

Bill

To: JAMES MADISON UNIVERSITY
MSC 5712
1031 SOUTH MAIN ST, MASS HALL
HARRISONBURG, VA 22807
ACCOUNTS PAYABLE

Ship

To: JAMES MADISON UNIVERSITY
SCHOOL OF MUSIC, MUSIC BLDG
880 S MAIN ST
HARRISONBURG, VA 22807
DONNA WAMPLER

P.O. No.. . . . EP2795907
Terms. Net 30 Days
Customer No.. . 1693
Payment Type .

Our Order No.. . . SO86130

Order Date. 06/13/18
Salesperson. . . . Alan Levin (02)

Line No.	Item/Description	Unit	Quantity.	Order	Ship Backorder	Unit Price	Total Price
10000	Yamaha YCL-255 ^STANDARD CLARINET; KEY OF BB MATTE FINISH ABS RESIN BODY, 21M52028,21M52035,21M66560	Each	3	3	0	359.47	1,078.41
20000	Yamaha YOB-241 *STANDARD OBOE ABS RESIN BODY AND BELL; SILVER-PLATED NICKEL 21059473	Each	1	1	0	1,307.07	1,307.07

FEDEX TRACKING# 478752615398566

INFO ONLY

Subtotal 2,385.48
Freight 0.00
Total 2,385.48
Paid 2,385.48

Visit Our Web Page at www.chucklevins.com

Total Amount Due 0.00



Washington Music Sales Center, Inc.
D/B/A Washington Music Center

11151 Veirs Mill Road Wheaton, MD 20902

DUNS No.: 02-429-1544 Employer ID: 53-0259612

Phone: 301-946-8808 Fax: 301-946-0487

SALES QUOTE

Page: 1
Quote No.: SQ30334
Quote Date: 05/31/19

Quote

To: JAMES MADISON UNIVERSITY

MSC 5712

1031 SOUTH MAIN ST, MASS HALL

HARRISONBURG, VA 22807

Amy Birdson

Phone: (540) 568-7397

E-Mail: acctspayable@jmu.edu

Salesperson: Melody O'Neil (13)
Return E-mail: melodyo@chucklevins.com
Valid Through: 06/30/19
Terms: Net 30 Days
FOB: Destination

Qty.	Product Description	Unit Price	Total Price
	** JMU CONTRACT # UCPJMU3703 **		
	** LIST PRICE \$ 2597.00		
8	YAMAHA YSL-446G ^INTERMEDIATE TROMBONE KEY OF BB/F; .525" BORE; 8-1/2" GOLD	1,356.40	10,851.20

** PRICE INCLUDES DELIVERY **

INFO ONLY

Conditions: Washington Music Center retains title to all equipment until payment is received in full. Customized systems require deposit. Payments received after due date are subject to late charges. Returns are subject to a 20% restocking fee. All returns must include original packaging, no returns after 30 days. Returns will not be accepted without a return authorization number. Warranties are as per manufacturers written limited warranty.

Acceptance of Quotation: By signing below I and/or the above listed company agree to purchase the listed equipment from Washington Music Center on the terms and conditions set forth in this quotation. Freight charges may be added.

Accepted by: _____

Date: _____

Subtotal: 10,851.20
Total Sales Tax: 0.00

Total Amount 10,851.20



Request for Proposal

RFP# DMS-1051

Musical Instruments

May 20, 2019



REQUEST FOR PROPOSAL

RFP# DMS-1051

Issue Date: May 20, 2019
Title: Musical Instruments
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 Nine (9) Additional One (1) Year Renewal Options.

Sealed Proposals Will Be Received Until **2:00 PM on June 18, 2019** for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Dana Simmers, Buyer Senior, Procurement Services, simmerdm@jmu.edu; 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # DMS-1051

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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 musical instruments, parts and accessories 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 nine (9) additional one-year periods.

II. BACKGROUND

The James Madison University School of Music offers comprehensive undergraduate and graduate music programs and is accredited by the National Association of Schools of Music. The School supports six (6) internationally renowned athletic and concert bands, a Symphony Orchestra, Chamber and String Orchestras, as well as many award-winning instrumental ensembles.

The JMU Marching Royal Dukes are the largest band at JMU composed of 534 members (2018). The band has established a strong tradition as ambassadors of the university and community and is one of the largest college marching bands in the country, earning the Sudler Award – the first non-Division I program in the history of the award – in 1994. The Marching Royal Dukes' have performed four (4) times in the Macy's Thanksgiving Day Parade, first at the 75th Anniversary in 2001, and most recently, this past November in the 92nd annual parade in 2018. They took their first good will tour abroad in 1997, also traveling in 2000, 2003, 2006, 2010, and 2014. The band will take their seventh tour abroad to Spain in 2020. Each year the JMU Marching Royal Dukes host a competition for high school marching bands called the Parade of Champions, one of the largest events of its type in the Mid-Atlantic. The competition brings in approximately 50 regional high school bands.

The JMU percussion ensemble encompasses a number of performing groups. These include the concert ensemble, marimba ensemble, multiple steel drum bands, as well as many small chamber groups. The ensembles consists of more than 60 students throughout the school year, some of who have been selected as performers in the All-American College Marching Show Bands and Orchestra at Disneyland and the Walt Disney World/Epcot Center, Busch Gardens and Kings Dominion, as well as the Percussive Arts Society National Convention.

The JMU Brass Band is one of only a few collegiate brass bands in the United States. Formed in the Fall of 2000, the band has twice been named the North American Brass Band Association 1st Section Champion (2004, 2005) and was the 2006, 2007, 2010 and 2016 NABBA Championship Section Runner-up. The group maintains an active performance schedule throughout the academic year, performing regularly both on and off campus. The band was a featured ensemble at the 2006 Great American Brass Band Festival in Danville, Kentucky and both the 2004 and 2014 Virginia Music Educators Conference in Norfolk, Virginia. In the summer of 2008, the ensemble embarked on a concert tour of England and Wales sharing the stage with many outstanding bands including the No. 1 ranked brass band in the world, Cory Band. In 2009, the group became the first brass band to perform a full-length concert at the John F. Kennedy Center for the Performing Arts in Washington, D.C. Always interested in showcasing new repertoire, the band has given the North American premiere of a number of major works for brass band. The band is regularly ranked in the top 150 brass bands worldwide according to World of Brass/British Bandsman rankings. The ensemble has been host to a number of guest artists including Steven Mead, euphonium; Sheona White, tenor horn; Vince DiMartino, trumpet; Allen Vizzutti, trumpet; Katrina Marzella, baritone; Richard Sebring, horn; Colin Williams, trombone; Chris Gekker, trumpet; David Childs, euphonium; Les Neish, tuba; Brett Baker, trombone; Glenn van Looy, euphonium; David Thornton, euphonium and Carol Jantsch, tuba.

The JMU Jazz Ensemble has performed at the Kennedy Center's Millennium Stage in Washington, DC, the Montreux International Jazz and Blues Festival, the North Sea Jazz Festival, and the Virginia Music Educator's Association annual convention. The JMU Jazz Ensemble hosts the annual Tri-State Jazz Festival for all ages, now in its 47th year.

To support these programs, each year the School of Music generally purchases over \$75,000 in band instruments, parts and accessories. In addition to the annual purchases, the School of Music is anticipating an increase of one time purchases for the Marching Royal Dukes as many instruments are approaching their 10th-15th year of service. 2018 – 2019 eVA Reports showed approximately \$139,661.64 in spend for JMU for musical instruments, accessories and supplies.

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

This section describes James Madison University's requested goods and/or services and the areas to be addressed in Offerors Proposal.

James Madison University desires to partner with a contractor(s) to provide quality musical instruments, parts and accessories for the University. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel.

**OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING –
Please provide your responses directly under each item.**

REQUIRED CONTRACTOR RESPONSES

1. Provide all instrumental brands, parts and accessories being offered including percentage discount off published list price and quantity discounts in *Section X. Pricing Schedule*.
2. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU.
3. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
4. Describe previous university purchasing experience for musical instruments, parts and accessories.
5. Describe status as an authorized dealer of all manufactures represented in response to the RFP.

6. Describe delivery options, policies, turnaround time, including in stock, rush orders, and manufacturer order delivery policies for the brands offered. All orders shall be FOB destination. Provide information regarding delivery charges and/or free delivery.
7. Describe process for packaging orders.
8. Provide details of minimum order requirements, if applicable.
9. Provide your firm's replacement/return policy for any items showing evidence of defective materials or workmanship.
10. Provide your firm's restocking fees and shipping fees for returns/exchanges.
11. Describe approach to warranty services for musical instruments, parts and accessories.
12. Describe any trade-in or buy-back programs.
13. Provide a sample quote to include the following detail information, but not limited to:
 - Instrument list price, percentage discount off list price, contract price
 - Parts list price, percentage discount off list price, contract price
 - Accessory list price, percentage discount off list price, contract price
 - Shipping cost, if applicable
14. Provide your firm's payment policy (*i.e. Net 30, % at time of order, etc.*) and in what instances your firm would need to specify payment terms for specialized delivery/receiving requirements.
15. Specify any associated charge card processing fee, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees.
16. Provide any other information regarding products and/or services your firm would like for us to consider or that is unique to your firm.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offerors 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 two (2) 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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products / services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services – (i.e. experience & qualifications of key employees that will be involved with this contract, experience in working with similar institutions)	20
3. Specific plans or methodology to be used to perform the services – (i.e. Ordering process, response time to orders & service, customer service / problem resolution, delivery methods, invoicing process, warranty issues, etc.)	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost – To include percentage off published price, costs & fees for other products/services	25
	100

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

determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under

the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA and pay the Vendor

Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the

evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. 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.
- B. ADDITIONAL INFORMATION: The University reserves the right to ask any Offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which the University deems desirable.
- C. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- D. 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.
- E. 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.

- F. 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.
- G. 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.

- H. 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.

- I. **ELECTRICAL EQUIPMENT STANDARDS:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
<https://www.osha.gov/dts/otpc/nrtl/nrtllist.html>
- J. **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.

- K. **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.
- L. **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.
- M. **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.
- N. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of nine (9) 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.

O. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or

institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- P. 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.
- Q. 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 to simmerdm@jmu.edu.
- R. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or nonconformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

The Offeror shall provide pricing for all instrumental brands, parts and accessories, and services being offered including percentage discount off published list price and quantity discounts included in the proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university.

Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/support/small-business/regulations-fees.html>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of

- (1) This signed 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)