



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU6534

This contract entered into this 9<sup>th</sup> day of February 2023, by **R2 Greener Concepts, LLC** hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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


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

PERIOD OF PERFORMANCE: From March 1, 2023 through February 28, 2024 with four (4) one-year renewal options.


The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP #AHK-1168 dated November 17, 2022
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) Addendum No. One dated December 14, 2022
- (3) The Contractor's Proposal dated December 12, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated February 6, 2023

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

CONTRACTOR:  
By:   
(Signature)  
Erin C. Reed  
(Printed Name)

Title: Manager

PURCHASING AGENCY:  
By:   
(Signature)  
Annie H. Korn  
(Printed Name)

Title: Lead Commodity Contract Officer & FF&E Project Manager

**RFP # AHK-1168 – Outdoor Furnishings & Accessories**  
**Negotiation Summary for Greener Concepts**

**02/06/2023**

1. The contract offers the following discounts off manufacturer's list price OR NET PRICING as outlined below:

Manufacturer/Website	Discount	Freight Charges	Installation Charges
Landscape Forms <a href="http://www.landscapeforms.com">www.landscapeforms.com</a>	<a href="#">LFI Net Pricing</a>	For all manufacturers listed, freight is calculated by carrier considering the weight and volume of items purchased.	Installation is calculated by volume, weight of items, complexity of installation, etc.
Carolina Casual <a href="https://carolinacasual.com/">https://carolinacasual.com/</a>	33% - off <a href="#">Carolina Casual Pricing</a> *If the product totals over \$25,000, a 40% discount will apply		
Handi Hut (includes Velodome) <a href="https://www.handi-hut.com/">https://www.handi-hut.com/</a>	Smoking/Transit Shelters – 5% Bike Shelters – 2% Bike Racks – 9% Bike Cages – priced per job Bike Lockers – n/a  <a href="#">2023 Handi Hut Price List</a>  <i>*If the product totals over \$15,000 (AND a total quantity of 20 or more bike racks purchased at one time), a 15% discount will apply</i>		
Leisure Lawns <a href="https://leisurelawnscollection.com">https://leisurelawnscollection.com</a>	<a href="#">Leisure Lawns Net Pricing</a> *Freight included on orders over \$7,500		
Leisure Craft <a href="http://www.leisurecraftinc.com">www.leisurecraftinc.com</a>	8% Off <a href="#">Leisure Craft Pricing</a>		
Anchor Industries <a href="https://anchorinc.com/">https://anchorinc.com/</a>	3% Off <a href="#">Anchor Industries Pricing</a>		
Berlin Gardens <a href="https://berlingardensllc.com/">https://berlingardensllc.com/</a>	15% Off <a href="#">Berlin Gardens Pricing</a>		
EMU Americas <a href="https://emuamericas.com/">https://emuamericas.com/</a>	42% Off <a href="#">EMU Pricing</a>		
Polywood <a href="https://www.polywood.com/">https://www.polywood.com/</a>	4% Off Website Pricing		
Westminster Teak <a href="https://www.westminsterteak.com/">https://www.westminsterteak.com/</a>	31% <a href="#">Westminster Teak Pricing</a>		
Anduran Aggregate Receptacles <a href="http://anduran.net/">http://anduran.net/</a>	Liners – 30% Tops/Lids – 25% Litter receptacles w/ lid and liner – 45% Litter receptacles w/ liner (no lid) – 41% Website Pricing		

**02/06/2023**

2. The contractor shall be required to give the University at least 48 hours' notice prior for all deliveries.
3. No additional agreements, orders forms or signatures requiring agreement to additional terms and conditions shall be required. The terms & conditions of RFP AHK-1168 shall govern for the duration of the contract.
4. Payments shall be made in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
5. Manufacturer price lists included in Greener Concepts' proposal response have been removed from the digital file for clarity, but are available in the above Negotiation Summary table or upon request at [procurementcontracts@jmu.edu](mailto:procurementcontracts@jmu.edu).
  - a. Carolina Casual – pages 17 20
  - b. Landscape Forms – pages 21 – 117
  - c. Handi-Hut – pages 118 – 122
  - d. Leisure Lawns – pages 123 – 127
  - e. Leisure Craft – pages 128 – 131
  - f. Anchor Industries – pages 132 – 137
  - g. Berlin Gardens – pages 138 – 153
  - h. EMU – pages 154 – 185
  - i. Westminster Teak – pages 186 – 198
  - j. Anduran – page 199



# Request for Proposal

## RFP# AHK-1168

**Outdoor Furnishings & Accessories**

**November 17, 2022**

***(Please note the University will be Closed November 21-25, 2022 for Thanksgiving)***



# REQUEST FOR PROPOSAL

## RFP# AHK-1168

**Issue Date:** November 17, 2022  
**Title:** Outdoor Furnishings & Accessories  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract:** From Date of Award Through One Year (Renewable)

**Sealed Proposals Will Be Received Until 2:00 PM on December 15, 2022 for Furnishing The Services Described Herein.**

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

All Inquiries For Information And Clarification Should Be Directed To: Annie Korn, Lead Commodity Contract Officer and Project Manager, Procurement Services, [kornah@jmu.edu](mailto:kornah@jmu.edu); 540-568-3133; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

R2 Greener Concepts, LLC

42395 Ryan Road, Suite 112 – Box 626

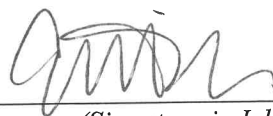
Ashburn, VA 20148

Date: 12/12/2022

Web Address: [www.shopgreenerconcepts.com](http://www.shopgreenerconcepts.com)

Email: [Erin.reed@shopgreenerconcepts.com](mailto:Erin.reed@shopgreenerconcepts.com)

By:

  
(Signature in Ink)

Name: Erin C. Reed

(Please Print)

Title: Owner/Manager

Phone: 571-217-0617

Fax #: n/a

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 # AHK-1168*

## ***TABLE OF CONTENTS***

<b>I.</b>	STATEMENT OF NEEDS .....	Page 4
<b>II.</b>	VASCUPP SALES.....	Page 10
<b>III.</b>	ATTACHMENTS	
	Attachment A (Offeror Data Sheet).....	Page 11
	Attachment B (Small, Women, and Minority-owned Business (SWaM) Utilization Plan .....	Page 12
	Attachment C (Manufacturer Price Lists) - see Attachment Tab	
	Attachment D (Manufacturer Warranty Information) – see Warranty Tab	

## I. STATEMENT OF NEEDS

Describe in detail your firm's approach to the following:

1. Provide a comprehensive list of products and/or manufacturers being offered. Include link(s) to complete electronic catalog(s), published price list(s) and/or images and specs for the University to review.

Below is a list of manufacturers, along with a link to their website and catalog. Price lists have been provided electronically and hard copies have been attached. N/A = not available

Manufacturer	Website	Catalog	Price List
Landscape Forms	<a href="http://www.landscapeforms.com">www.landscapeforms.com</a>	N/A	Electronic
Carolina Casual	<a href="https://carolinacasual.com/">https://carolinacasual.com/</a>	<a href="#">Carolina Casual Catalog (adobe.com)</a>	Electronic/Hard Copy
Handi Hut (includes Velodome)	<a href="#">Walkway Covers   Prefabricated Enclosures (handi-hut.com)</a>	N/A	Electronic/Hard Copy
Leisure Lawns	<a href="#">Quality Outdoor Poly Furniture - Lesiure Lawns Collection (leisurelawnscollection.com)</a>	<a href="#">CRW 2022 Brochure (adobe.com)</a>	Electronic/Hard Copy
Leisure Craft	<a href="http://www.leisurecraftinc.com">www.leisurecraftinc.com</a>	<a href="#">LeisureCraftV17catalog.pdf (leisurecraftinc.com)</a>	Electronic/Hard Copy
Anchor Industries	<a href="#">Frame &amp; Fabric Products - Tents, Awnings, Canopies   Anchor Industries (anchorinc.com)</a>	N/A	Electronic/Hard Copy
Berlin Gardens	<a href="#">Berlin Gardens   Take Life Outdoors™ (berlingardensllc.com)</a>	<a href="https://vf-gp-1.s3.us-east-2.amazonaws.com/berlingardens/wp-content/uploads/2022/07/27133629/2021StructureCatalog.pdf">https://vf-gp-1.s3.us-east-2.amazonaws.com/berlingardens/wp-content/uploads/2022/07/27133629/2021StructureCatalog.pdf</a>  <a href="#">2022StructureCatalog.pdf (vf-gp-1.s3.us-east-2.amazonaws.com)</a>  <a href="#">2021FurnitureCatalog.pdf (vf-gp-1.s3.us-east-2.amazonaws.com)</a>  <a href="#">BG Furniture Catalog 2023.pdf (vf-gp-1.s3.us-east-2.amazonaws.com)</a>	Electronic/Hard Copy
EMU Americas	<a href="#">Commercial Outdoor Furniture - Patio Seating   emuamericas</a>	<a href="https://emuamericas.com/data/uploads/636a67b80b80b.pdf">https://emuamericas.com/data/uploads/636a67b80b80b.pdf</a>	Electronic/Hard Copy
Polywood	<a href="https://www.polywood.com/">https://www.polywood.com/</a>	<a href="https://cdn.polywood.com/image/upload/s--zFoT0ehL--/um48lzzlvyl9ud18jhc.pdf">https://cdn.polywood.com/image/upload/s--zFoT0ehL--/um48lzzlvyl9ud18jhc.pdf</a>	Prices listed on website only
Westminster Teak	<a href="#">Westminster Teak   Teak Furniture for Outdoor and Patio</a>	<a href="https://issuu.com/westminsterteak/docs/catalog2020?fr=sYzA5ODIwOTExMDI">https://issuu.com/westminsterteak/docs/catalog2020?fr=sYzA5ODIwOTExMDI</a>	Electronic/Hard Copy
Anduran Aggregate Receptacles	<a href="#">Waste Receptacles and Containers in plastic, metal frame and exposed aggregate concrete (anduran.net)</a>	N/A	Electronic/Hard Copy

- 2. Include 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.**

Erin Reed was thrilled for the opportunity to become the new owner of Greener Concepts in April 2022. She is responsible for consultations, sales, customer service and accounts receivable for Greener Concepts.

Prior to Greener Concepts, Erin held a variety of client service and project management roles throughout her career. After graduating with a Finance degree from Virginia Tech, she worked for a Human Resources consulting firm, providing top level service to large clients in the areas of benefits and compensation. While taking time off to raise a family, she worked in an elementary school and devoted time to various philanthropy organizations focusing on cancer patients, caregivers and survivors. She later worked in Marketing and Project Management, where she worked on various building/expansion projects, implementing best practices, effective management and providing excellent customer service, while helping to grow the business in multiple locations.

Greener Concepts provides her the opportunity to combine her business background, along with her passion for working with people, to provide the best possible service for clients.

- 3. Describe Contractor's ability to offer on-site consultations, if needed by JMU.**

We are extremely open to on-site consultations and feel they are particularly important on larger projects. When needed/requested by JMU, we will work with JMU to arrange an agreed upon date/time to meet and discuss the scope of the project.

- 4. Describe Contractor's ability to install items on campus and what the standard installation process is. A link to a JMU campus map can be found at <http://www.jmu.edu/map/>.**

- a. If subcontractors will be utilized, provide a list of potential subs.**

We will provide installation as part of all quotes, as requested by JMU. As needed, the installers may do site visits prior to providing their quote to confirm the scope of work.

We will work with JMU and the installers to arrange an agreed upon installation date. If changes arise due to shipping delays, we will coordinate with all parties to re-schedule, when needed. The installers will either:

**Paragraph 4a (cont'd)**

1) bring the product with them on the day of installation or 2) we will coordinate with the installers to meet the delivery truck on-site upon arrival, unload and install. Upon completion, the installers will request a sign-off from JMU prior to leaving the site.

We currently work with the following installers, however, are open to recommendations by JMU. We are also currently working on expanding our list of installers and will share any updates to this list.

- Harrisonburg Construction
- JR Services
- T&S Installations, LLC

- 5. Describe delivery options and policies, including in-stock and quick-ship, for the outdoor furnishing items being offered. Describe how notice will be given to JMU prior to contractor's arrival on campus for delivery and/or installation.**

We will provide estimated lead times on all quotes. Lead times will vary, depending on product availability and whether the product is a custom order. When requested, we can place orders and specify that delivery be made at a later date. When available, we will coordinate a specific delivery window or agreed upon delivery time. As shipping dates approach, we will communicate all updates to JMU. JMU will receive a confirmation call 24 hours prior to delivery. Installers will provide a window for arrival time, then follow up with a call when they are on the way to your site. We will coordinate with all parties to ensure that contact information is shared/communicated. On the delivery/install date, we will be available for any questions or issues that may arise.

- 6. Specify if bulk storage is available at a contractor owned facility should JMU need to schedule delivery for a later date. Identify any associated fees to JMU for storage (if applicable in *Section X. Pricing Schedule*).**

We do not have a bulk storage facility available, however, we will work with JMU in the event that a situation arises and delivery needs to be delayed.

- 7. Describe the installation process (if being offered) to include:**

- a. Outline the timeframe needed to coordinate with University personnel.**

Upon receiving a quote request, we will contact the installers and request a quote from them based on the scope of work. When necessary, the installer may do a site visit to collect pertinent information for their quote. When an order is placed, and an

**Paragraph 7a (cont'd)**

estimated ship date has been given, we will coordinate with the installers/JMU on an agreed upon estimated date of installation. Installation time frames will vary depending the installer's schedule, time of year, and complexity of project. If an installation needs to be delayed due to a shipping delay, we will coordinate any changes/updates with all parties.

**b. Are installation sign-offs required for project completion?**

Installation sign-offs are not required, but strongly preferred.

**c. Explain how to report the receipt of damaged goods and the process to replace the items.**

If there are any damaged goods at the time of delivery, please report those to Erin Reed ASAP. You can email pictures and a description to [erin.reed@shopgreenerconcepts.com](mailto:erin.reed@shopgreenerconcepts.com). We will then contact the vendor, notify you, and coordinate the pick-up/replacement process.

8. Include the following applicable warranty information and/or guarantees of equipment and installations: Conditions and response time for repair and/or replacement of any components during the warranty period; Availability of replacement parts; Life expectancy of equipment under normal use; Detailed information as to proposed return policy on all equipment.

The table below provides links to the manufacturer's warranty information. Hard copies have been included as attachments. N/A = not available

Manufacturer	Website	Warranty Information
Landscape Forms	<a href="http://www.landscapeforms.com">www.landscapeforms.com</a>	<a href="#">Our Warranty (landscapeforms.com)</a>
Carolina Casual	<a href="http://www.carolinacasual.com">www.carolinacasual.com</a>	<a href="#">Carolina Casual Furniture   Outer Banks, NC</a>
Handi Hut (includes Velodome)	<a href="#">Walkway Covers   Prefabricated Enclosures (handi-hut.com)</a>	Electronic/Hard Copy
Leisure Lawns	<a href="#">Quality Outdoor Poly Furniture - Lesiure Lawns Collection (leisurelawnscollection.com)</a>	<a href="#">Resources - Leisure Lawns Collection, New Holland, PA</a>
Leisure Craft	<a href="http://www.leisurecraftinc.com">www.leisurecraftinc.com</a>	Electronic/Hard Copy
Anchor Industries	<a href="#">Frame &amp; Fabric Products - Tents, Awnings, Canopies   Anchor Industries (anchorinc.com)</a>	Electronic/Hard Copy
Berlin Gardens	<a href="#">Berlin Gardens   Take Life Outdoors™ (berlingardensllc.com)</a>	Electronic/Hard Copy
EMU Americas	<a href="#">Commercial Outdoor Furniture - Patio Seating   emuamericas</a>	<a href="https://emuamericas.com/warranty">https://emuamericas.com/warranty</a>
Polywood	<a href="https://www.polywood.com/">https://www.polywood.com/</a>	<a href="https://www.polywood.com/warranty">https://www.polywood.com/warranty</a>
Westminster Teak	<a href="#">Westminster Teak   Teak Furniture for Outdoor and Patio</a>	<a href="https://www.westminsterteak.com/page.php?ID=11">https://www.westminsterteak.com/page.php?ID=11</a>
Anduran Aggregate Receptacles	<a href="#">Waste Receptacles and Containers in plastic, metal frame and exposed aggregate concrete (anduran.net)</a>	Lids - 5-year replacement warranty Receptacles – 7-year replacement warranty

**9. Submit pricing for all product lines, services and options in *Section X. Pricing Schedule* of this RFP.**

Manufacturer's published list prices have been attached (electronically/hard copy), with the exception of Polywood (on website only). There are no associated consultation or credit card fees.

<b>Manufacturer</b>	<b>Discount</b>	<b>Freight Charges</b>	<b>Installation Charges</b>
Landscape Forms	Net Pricing	For all manufacturers listed, freight is calculated by carrier considering the weight and volume of items purchased.	Installation is calculated by volume, weight of items, complexity of installation, etc.
Carolina Casual	33%  *If the product totals over \$25,000, a 40% discount will apply		
Handi Hut (includes Velodome)	Smoking/Transit Shelters – 5% Bike Shelters – 2% Bike Racks – 9% Bike Cages – priced per job Bike Lockers – n/a  *If the product totals over \$15,000 (AND a total quantity of 20 or more bike racks purchased at one time), a 15% discount will apply		
Leisure Lawns	Net Pricing  *Freight included on orders over \$7,500		
Leisure Craft	8%		
Anchor Industries	3%		
Berlin Gardens	15%		
EMU Americas	42%		
Polywood	4%		
Westminster Teak	31%		
Anduran Aggregate Receptacles	Liners – 30% Tops/Lids – 25% Litter receptacles w/ lid and liner – 45% Litter receptacles w/ liner (no lid) – 41%		

## II. VASCUPP SALES

(RFP - Section V, paragraph 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](http://www.VASCUPP.org).

VASCUPP Member	Sales
Christopher Newport University	\$3,008.95
George Mason	\$30,737.00
James Madison University	\$18,186.88
Longwood University	\$31,319.80
Norfolk State University	\$54,209.31
Old Dominion University	\$84,730.24
University of Mary Washington	\$21,784.73
Virginia Commonwealth University	\$48,665.00
Virginia Military Institute	\$999.50
William & Mary	\$2,985.00

# 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.

Yes 0 Months 8

\*data for R2 Greener Concepts; purchased Greener Concepts' book of business in April 2022; Greener Concepts has been in business 15+years

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#
University of Mary Washington	8 months	1301 College Ave, Fredericksburg, VA 22401	Lauren Bass/540-654-1891
Longwood University	8 months	201 High Street, Farmville, VA 23909	Donna Simpson/434-395-2326
Greensville Correctional Center	8 months	901 Corrections Way, Jarratt, VA 23870	Brenda King/434-602-3453
Science Museum of Virginia	8 months	2500 W Broad Street, Richmond, VA 23220	Laura Dearhart/804-864-1532
Old Dominion University	8 months	5115 Terminal Blvd, Norfolk, VA 23529	Jennifer Midgett/757-724-2820

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

Erin C. Reed - Owner/Manager  
42395 Ryan Road, Suite 112 - Box 626  
Ashburn, VA 20148

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?  
[ ] YES [X] NO  
IF YES, EXPLAIN: \_\_\_\_\_

## ATTACHMENT B

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

Offeror Name: **R2 Greener Concepts, LLC** Preparer Name: **Erin Reed**

Date: **12/12/22**

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

If yes, certification number: **823503** Certification date: **5/9/22**

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: **823503** Certification date: **5/9/22**

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: **823503** Certification date: **5/9/22**

**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: **JMU - Outdoor Furnishing & Accessories - #AHK-1168**

Date Form Completed: **12/12/2022**

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

Offeror / Proposer:

**R2 Greener Concepts, LLC**

**42395 Ryan Road, Suite 112 - Box 626**

**Erin Reed - 571-217-0617**

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)
Harrisonburg Construction 3011 John Wayland Hwy Dayton, VA 22821	Charlie Newman	6647	Construction/Installation	Varies annually by project. Have not used Harrisonburg Construction for projects since taking ownership in April 2022. However, currently have quotes outstanding in the amount of \$36,500.	

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

**RETURN OF THIS PAGE IS REQUIRED**



7701 Highway 41 N • Evansville, IN 47725 U.S.A. • [www.anchorinc.com](http://www.anchorinc.com)  
Phone (812) 867-2421 • Corporate Fax (812) 868-5641

## FUNBRELLA LIMITED 1-YEAR WARRANTY

Anchor Industries Inc. warrants each Funbrella to be free from defects in material and workmanship, under normal usage, assuming proper installation and reasonable maintenance, for the (1) year period, following the date the Funbrella is shipped to the customer.

Warranty does not cover damage caused by fire, vandalism, animals, insects, contact with destructive chemicals, improper installation, abuse, neglect, wear or abrasion from improper storage or handling, acts of God or use for any purposes other than as an umbrella.

If there is concern whether a warranty situation applies, contact Anchor Industries. Permission to return for repair or replacement must be obtained in writing and RGA (Return Goods Authorization) paperwork must be issued. The Funbrella should be returned, prepaid, before warranty expiration and within 30 days from the time defect is discovered. If the defect is found to be Anchor Industries responsibility, prepaid freight charges will be credited, and repair will be made at no charge or an equitable allowance will be made toward the purchase of a new Funbrella at current list price; such allowance will be up to full replacement for the entire 1-year period. This warranty is not assignable.

# Berlin Gardens Product Warranty List

Description	Poly Warranty	Swivel	Powder Coat	Cushions	Sling
<b>Deep Seating</b>					
Mayhew & Classic Terrace Stationary Deep Seating	20/5	N/A	2	1/0	3/1
Mayhew & Classic Terrace Swivel Rockers	20/5	5/2	2	1/0	3/1
Nordic Stationary Deep Seating	20/5	N/A	N/A	1/0	3/1
Nordic Rocker (no swivel, only rocker components)	20/5	5/2	N/A	1/0	3/1
<b>Adirondacks &amp; Chat Chairs</b>					
Comfo-Back Stationary & Nordic Adirondack	20/5	N/A	N/A	N/A	N/A
Comfo-Back Folding Adirondack	10/2	N/A	N/A	N/A	N/A
Mayhew Chat Chair	20/5	N/A	N/A	N/A	N/A
<b>Dining/Counter/Bar/XT Seating</b>					
Comfo/Cozi-Back Stationary Dining Chairs	20/5	N/A	N/A	N/A	N/A
Bristol & Mayhew Chat Dining Stationary Chairs	20/5	N/A	N/A	N/A	N/A
Comfo/Cozi, Chat & Bristol Swivel Dining Chairs	20/5	5/2	2	N/A	N/A
Classic Terrace Dining Chair	20/5	N/A	N/A	N/A	N/A
Mayhew Stationary Sling Chairs	10/2	N/A	2	N/A	3/1
Mayhew Swivel Sling Chairs	10/2	5/2	2	N/A	3/1
<b>Casual Seating</b>					
Comfo/Cozi Gliders	20/5	5/2	2	N/A	N/A
Comfo/Casual Chaise Lounge	20/5	N/A	N/A	N/A	N/A
Comfo Rocker	20/5	N/A	N/A	N/A	N/A
Comfo/Cozi/Casual Swings	20/5	N/A	N/A	N/A	N/A
Comfo/Cozi Loveseat	20/5	N/A	N/A	N/A	N/A
<b>Tables</b>					
Garden Classic & Harbor Tables and Benches	20/5	N/A	N/A	N/A	N/A
Homestead Tables	20/5	N/A	N/A	N/A	N/A
Garden Classic Fire Tables	10/2	N/A	N/A	N/A	N/A
<b>PAX</b>					
All PAX	10/2	N/A	2	N/A	N/A
<b>Misc</b>					
Bar and Buffet Tables and Stools	20/5	N/A	N/A	N/A	N/A
Tete-A-Tetes, Settee & Cupholder	20/5	N/A	N/A	N/A	N/A
Coffee, Conversation & Stationary End Tables	20/5	N/A	N/A	N/A	N/A
Folding End Table and Folding Adirondack Footstool	10/2	N/A	N/A	N/A	N/A
Footstools	20/5	N/A	N/A	N/A	N/A
Trash Can & Rain Guard	20/5	N/A	2	N/A	N/A
Planters	20/5	N/A	N/A	N/A	N/A
Picnic Tables, Park Bench, Porch Rocker	20/5	N/A	N/A	N/A	N/A
Garden Bench	20/5	N/A	2	N/A	N/A
Arbors, A-Frames & Bradford Pergola	5/2	N/A	N/A	N/A	N/A
<b>Donoma</b>					
Donoma Fire Pits/Tables	10/2	N/A	N/A	N/A	N/A
All Other Donoma & Garden Classic Fire Accessories	N/A	N/A	N/A	N/A	N/A
Stainless Steel Burners & Intrigue Fire Feature	* 1-Year Warranty on each item				
<b>Umbrellas</b>					
Umbrella Frame, Top & Base	1	N/A	N/A	N/A	N/A
<b>Cushions</b>					
All Cushions	N/A	N/A	N/A	1	N/A

- All Warranty Numbers listed with / are Residential/Commerical
- Single Warranty Numbers are Residential Only
- Ball Bearings only in Glider Brackets are warrantied for 5 years
- **Warranty does not cover faded Poly**

• *Poly* refers to both HDPE & MGP

## Outdoor Fire Pits/Tables Warranty

Berlin Gardens, LLC ("Berlin Gardens") extends the following warranty to the original purchaser of its outdoor fire pit. This warranty applies only to the original owner of the Product and is non-transferable. The warranty is effective starting on the date of purchase.

Polyethylene Fire Pits with a Polyethylene Top are warranted to be free of original defects in workmanship and materials for a period of ten (10) years of residential use or two (2) years of commercial use. A glass wind guard must be installed on Fire Pits with Polyethylene Tops at all times to keep flames from touching the material and avoid melting. Lighting or burning a fire pit without the glass wind guard installed may result in melting of the polyethylene material and voids this warranty. Polyethylene is a synthetic product and may scratch or fade slightly when exposed to sunlight or stain after prolonged contact with other substances. Some expansion and contraction is to be expected due to extreme changes in humidity and temperature. This warranty also does not cover scratching or chipping of polyethylene, however, this warranty shall not limit any warranties made by the manufacturer for such items which may extend to you. Stainless Steel Heat Barrier used on Polyethylene Tops to distance flames and heat from the Polyethylene material are 304 grade stainless steel and may rust in normal outdoor conditions and/or coastal areas. Rusting that does not affect the structural integrity of the Stainless Steel Heat Barrier is not covered by this warranty. When not in use, covering a fire pit with a waterproof fire pit cover is recommended and may minimize but not eliminate the possibility of rust.

At its option, Berlin Gardens will repair or replace these products without charge for materials and labor, providing our inspection indicates that an original defect exists. Should Berlin Gardens choose to replace the product, and the product is no longer available at the time the warranty service is required, a substitution of similar performance and equal or greater value will be made. The foregoing shall not be considered defects in materials or workmanship and are not covered under this warranty. Stainless steel fasteners are warranted not to fail structurally for the applicable warranty period. Stainless steel may rust in certain extreme conditions (such as coastal areas) if not maintained. This warranty does not cover rusting fasteners or structural failure due to rusting fasteners, damage caused by unauthorized service or repair, alteration of this product, abuse or misuse, normal wear and tear on materials, or any attempt to use the product in a manner or for a purpose other than for which it is customarily intended.

Stainless Steel Burners, Intrigue Fire Feature and all part and components for burners are provided by "The Outdoor GreatRoom Company". The Outdoor GreatRoom Company warrants this Outdoor GreatRoom Product will be free from defects in material and workmanship for a period of one (1) year. Stainless Steel parts and assemblies carry a limited lifetime warranty. Slight rusting on burners and components of the burners are not covered by this warranty. This warranty is subject to the conditions, exclusions and limitations described in the "THE OUTDOOR GREATROOM COMPANY OUTDOOR PRODUCTS LIMITED WARRANTY" found on page 18 of the Crystal Fire instruction manual included with a fire pit burner. Warranty claims for Stainless Steel Burners maybe made to Berlin Gardens and Authorized Berlin Gardens Dealers but will be processed by the Outdoor GreatRoom Company and be handled according to The Outdoor GreatRoom Company Warranty. Glass Wind Guards, Glass Fire Gems, Fire Pit Covers and other Fire Pit Accessories are not covered in any way by this warranty.

Berlin Gardens makes no warranties other than those which are specifically described herein. Berlin Gardens makes no implied warranty of merchantability or implied warranty of fitness for a particular purpose. Some states do not allow limitations of implied warranty so this limitation may not apply to you. In that event, any such implied warranty is limited to that required by law. Berlin Gardens shall not be liable for incidental or consequential damages, including, but not limited to, lost profits or other economic or commercial losses. The sole remedy provided in this warranty is repair or replacement of this product. Any cost of shipping and handling shall be paid by the customer. Claims for original defects in workmanship or materials shall be made in writing to Berlin Gardens no later than ten (10) days after the expiration of the warranty period at the following address:

Berlin Gardens, LLC  
P.O. Box 446  
Berlin, Ohio 44610  
Phone: (800) 593-3411  
Email: [customerservice@berlingardensllc.com](mailto:customerservice@berlingardensllc.com)



Your claim must include a picture and an explanation of the original defect, and include your name, address and telephone number. In the event of a non-warranty repair, you will receive a written estimate prior to any repair work being performed. This warranty gives you specific legal rights and you may have other rights which vary from state to state. As defined by federal law, this is a limited warranty.

**Revised 7/25/19**

## High Density Polyethylene (HDPE) Polytuf® and Seaboard® Marine HDPE Outdoor Furniture

Twenty (20) Year Limited Warranty (Residential)

Five (5) Year Limited Warranty (Commercial)

Berlin Gardens, LLC ("Berlin Gardens") warrants to the original purchaser that its Polytuf® and Seaboard® outdoor furniture products will be free of original defects in workmanship and materials for a period of **twenty (20) years** of residential use or **five (5) years** of commercial use unless otherwise noted in the warranty. The warranty is effective starting on the date of purchase. At its option, Berlin Gardens will repair or replace this product without charge for materials and labor, providing our inspection indicates that an original defect exists. Should Berlin Gardens choose to replace the product, and the product is no longer available at the time the warranty service is required, a substitution of similar performance and equal or greater value will be made.

Polyethylene is a synthetic product and may scratch, can fade when exposed to sunlight, or stain after prolonged contact with other substances, all of which are not covered under this warranty. Some expansion and contraction is to be expected during changes in humidity and temperature. The foregoing shall not be considered defects in materials or workmanship and are not covered under this warranty. Stainless steel fasteners are warranted not to fail structurally for the applicable warranty period. Stainless steel may rust in certain extreme conditions (such as coastal areas) if not maintained. This warranty does not cover rusting fasteners or structural failure due to rusting fasteners, damage caused by unauthorized service or repair, alteration of this product, **abuse or misuse**, normal wear and tear on materials, or any attempt to use the product in a manner or for a purpose other than for which it is customarily intended. This warranty also does not cover scratching or chipping of polyethylene; however, this warranty shall not limit any warranties made by the manufacturer for such items which may extend to you.

**Folding Chairs, Folding Accessories & Sling Chair Frames** are warranted to be free of original defects in workmanship and material for a period of **ten (10) years** of residential use or **two (2) years** of commercial use.

**Mayhew Stationary Adirondack** is warranted to be free of original defects in workmanship and material for a period of **twenty (20) years** of residential use or **two (2) years** of commercial use.

**PAX Tables, Chairs and Bench** aluminum frames are warranted not to fail structurally for **ten (10) years** of residential use and **two (2) years** of commercial use.

**Powder Coating** on PAX furniture and all other powder coated components on Berlin Gardens Furniture is warranted for **two (2) years** against peeling, cracking or blistering. This does not include failure of the powder coat finish due to abrasion, including but not limited to abrasion caused by stacking/leaning/moving the furniture against other furniture/items or scraping against other surfaces.

**Swivels, Bradford Pergolas, Arbors and A-Frames** are warranted not to fail structurally for **five (5) years** of residential use or **two (2) years** of commercial use.

**Cushions** are warranted to be free of original defects in workmanship and material for a period of **one (1) year** of residential use and are not warranted for commercial use. Compression of cushions shall not be considered a defect in materials and workmanship and are not covered under this warranty.

**Sling Materials** used in Berlin Gardens Furniture are warranted to be free of original defects and workmanship for a period of **three (3) years** of residential use and **one (1) year** of commercial use.

**Umbrellas** are warranted for **one (1) year** on original workmanship of frame and cover and are not warranted for commercial use. Steel Umbrella Bases are warranted for **one (1) year** of residential use. Commercial use and rusting are not covered by this warranty.

**Berlin Gardens makes no warranties other than those which are specifically described herein. Berlin Gardens makes no implied warranty of merchantability or implied warranty of fitness for a particular purpose.** Some states do not allow limitations of implied warranty so this limitation may not apply to you. In that event, any such implied warranty is limited to that required by law. Berlin Gardens shall not be liable for incidental or consequential damages, including, but not limited to, lost profits or other economic or commercial losses. The sole remedy provided in this warranty is repair or replacement of this product. Any cost of shipping and handling shall be paid by you. Claims for original defects in workmanship or materials shall be made in writing to Berlin Gardens no later than **ten (10) days** after the expiration of the warranty period at the following address:

Berlin Gardens LLC

P.O. Box 446

Berlin, Ohio 44610

Phone: 800-593-3411

Email: [customerservice@berlingardensllc.com](mailto:customerservice@berlingardensllc.com)

You must explain the nature of the original defect and include your name, address and telephone number and a copy of the original receipt. In the event of a non-warranty repair, you will receive a written estimate prior to any repair work being performed. This warranty gives you specific legal rights and you may have other rights which vary from state to state. As defined by federal law, this is a limited warranty. ***Sales by anyone other than an Authorized Dealer voids this warranty entirely.***

**Revised 7/28/2021**



3 GRUNWALD STREET CLIFTON, NJ 07013 – 973-614-1800

**Warranty:** One-year warranty from date of delivery against any defects in materials or workmanship. Covers replacement of parts only, installation of replacement parts not included.

**Shelter Maintenance:** For best results, panels should be cleaned by hosing and sponging down with cool water. Panels should not be rubbed. Minor scratches in panels can be removed by applying automobile wax then buffing with cheesecloth.

The finish for the aluminum components will last indefinitely. Occasionally sponging down with mild detergent on the aluminum components is recommended.

In cold climates, only use magnesium chloride ice melters to help prevent the aluminum from corroding.

If there should be falling leaves in the vicinity of the shelters, leaves, which may collect behind the roof fascia, should be removed once a year.

Apart from occasional cleaning **Handi-Hut** shelters are virtually maintenance free and will retain their good appearance indefinitely.

**Additional Services:** A supply of replacement parts for **Handi-Hut** shelters is guaranteed for a period of ten years from date of purchase. Any quotation for replacement parts will be quoted f.o.b. destination. All replacement parts are available from **Handi-Hut Inc., Clifton, New Jersey.**

Yours truly,  
John S. Cozza  
Vice President



**leisure craft** INC.

P.O. Box 1700 • Hendersonville, NC 28793

Phone: 800-633-8241 • 828-693-8241

Fax: 828-693-8777

E-mail: [sales@leisurecraftinc.com](mailto:sales@leisurecraftinc.com)

[www.leisurecraftinc.com](http://www.leisurecraftinc.com)

### Warranty:

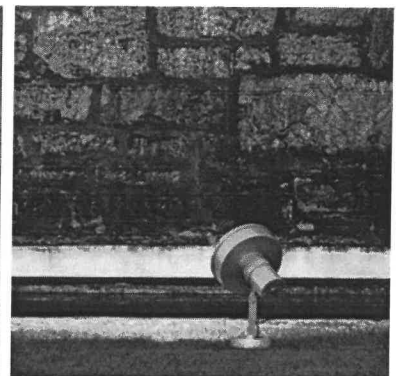
We fully guarantee all parts and materials for five years excluding vandalism or acts of nature. Powdercoated surfaces are guaranteed for one year. Our revolutionary thermoplastic coating is guaranteed for five years.

Thermoplastic coating will never fade, crack, peel, warp, or discolor for the life of the product. Thermoplastic can be easily repaired. Cuts are repaired by heating the affected area with an industrial heat gun. The thermoplastic will re-bond itself. The properties of the thermoplastic also make spray painting difficult for vandals. Simply wash the product with a standard industrial cleaner. We recommend WD40.

Richard Herman

Leisure Craft, Inc. - President

# Warranty



## Standard Landscape Forms Site Furnishings

Your complete satisfaction and future business are our goals. Standing behind our products has been a cornerstone of our commitment to quality and service since our founding in 1969. Our products will satisfactorily perform their intended function, under normal conditions, for many years. For our Cochran and Morrison product, we define normal conditions as presence within protected public spaces, such as on corporate campuses or in community courtyards. If you are ever dissatisfied with our products, please contact us and let us demonstrate our commitment.

Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three (3) years from date of invoice. Note exceptions:

- This warranty does not cover color change in the HDPE material, including fading due to weathering and sun exposure, for the Harvest, Americana and Glide products. Color matches on replacement parts for these products are not guaranteed or warranted. Furniture that has been exposed to sun and weathering may have color and appearance changes.
- Bravo Bistro is warranted for a period of 1 year.
- Products provided by our partners Urbidermis Santa & Cole, Escofet, TUUCI, Legrand, and StruXure Outdoor are covered by their individual warranties.
- This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.

## Landscape Forms Lighting

LED lighting products are warranted for a period of six (6) years. Noted exceptions: Solar products are warranted for three (3) years. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms, Inc. service representative.

## Upfit

### Upfit Structure

StruXure Outdoor warrants all Upfit support components (posts, gutters, louvers, and beams) to be free from defects in material and/or workmanship for a period of fifteen (15) years from the date of installation. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

### Upfit Power

StruXure Outdoor warrants all Upfit power components (motor, power supply, receiver, and electronic controls) to be free from defects in material and/or workmanship for a period of five (5) years from the date of installation. This excludes batteries. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

Note: All electric components are warranted subject to the wire connections being protected and to the electric controls being installed in a waterproof box, in accordance with the relevant codes, and protected from water and other weather conditions and subject to operating the motorized opening system to full opening and closing at

twice a month.

Note: Warranty for lighting fixtures will vary by product.

### **Upfit Panel and Accessories**

Landscape Forms warrants all Upfit panels (glass, green, louvered, slatted) and accessories (bike rack, tables) to be free from defects in material and/or workmanship period of three (3) years from date of invoice. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.

### **Custom Offerings by Landscape Forms' Studio 431**

Landscape Forms, Inc. warrants all its products to be free from defects in material and/or workmanship for a period of three (3) years from date of invoice. Custom products are warranted for two (2) years from date of invoice. Landscape Forms, Inc. warrants all power and lighting components (excluding batteries) to be free from defects in material and/or workmanship for a period of five (5) years from the date of installation. All electric components are warranted subject to the wire connection being protected and to the electric controls being installed in a waterproof box, in accordance with the relevant codes, and protected from water and other weather conditions. Fixtures and devices may be additionally covered by individual product warranties. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc., will, at its discretion, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.

### **Urbidermis Santa & Cole**

Urbidermis Santa & Cole, guarantees the composition and performance features of all material that shape the product for a period of three years. The guarantee covers defects due to product quality. The guarantee excludes defects caused by reasons beyond the normal exposure and usage of the product. LED lighting products manufactured by Urbidermis are warranted for a period of 3 years from the date of invoice. Additionally, LED boards and drivers carry a 5-year warranty or 50,000 hours operation, whichever is reached first. Urbidermis Santa & Cole compels itself to modify and/or replace the material considered faulty following the present guarantee, without any cost to the property and in a maximum term of three (3) months up to the fault notification. In case of not accomplishing this term, we compel the payer to the modification and/or replacements made by third persons. This guarantee will enter into force up to the delivery date of the product. We issue the present guarantee. Urbidermis Santa & Cole in Barcelona, 1 June, 2010.

### **Escofet**

ESCOFET warrants the durability of its product for a period up to five (5) years for concrete products. For their accessories/ elements made of other materials (not covered by the standard warranty is a period of two (2) years from the date of invoice. The warranty covers the repair or replacement of the product or components at no charge. Notwithstanding, this warranty does not cover damages to ESCOFET products resulting from unloading; handling; installation; abuse; exposure to paint, liquids or corrosives; or any other damage not attributable to ESCOFET. The warranty shall also be void if ESCOFET products are tampered with, handled, removed or modified by persons not authorized by ESCOFET; or if the product has not been properly maintained by the customer.

### **TUUCI**

**Ocean Master™, Plantation™, Ocean Master and Plantation MAX™ Umbrellas**

**15-years:** Entire frame structure, including mast, hubs, struts, brackets and hardware.

**10-years:** SUNBRELLA® and other TUUCI Tuff Skin marine-grade fabric.

**5-years:** Frame finishes, including powder coat and TUUCI's exclusive Aluma-TEAK™ Manual lift systems and related components, including gear boxes and worm drives.

**Bay Master™, and Bay Master MAX™ Umbrellas**

**10-years:** SUNBRELLA® and other TUUCI Tuff Skin marine-grade fabric

**5-years:** Entire frame structure, including mast, hubs, canopy ribs and hardware SUNBRELLA® and other TUUCI Tuff Skin furniture-grade fabric. Frame finishes, including powder coat finishes

**Stingray™ Shade Umbrellas**

**10-years:** SUNBRELLA® and other TUUCI Tuff Skin marine-grade fabric

**5-years:** Entire frame structure, including trellis walls, trellis roof, beams and columns.

### **Legrand**

Legrand Wiremold warrants, to the original purchaser or owner only, that the Products are substantially free of defects in material and workmanship under normal use and service, for a period of one year from the date of original installation or two years from the date of purchase, whichever is sooner. This limited warranty applies only to Products that have been installed properly in accordance with installation instructions supplied by Wiremold and any applicable codes and standards.

This limited warranty is void and Wiremold shall not be liable for any damages or held responsible for the quality, performance or safety of Products that have been repaired, altered or tampered with outside of Wiremold facilities or that have been intermixed (used within a system) with products or materials not approved by Wiremold, or that have been subjected to accident, negligence, misuse or abuse.

Wiremold's sole obligation (and the sole and exclusive remedy of the purchaser or owner of the Product) with respect to any Products that are shown to be defective shall be the repair or replacement of the defective Products, at the sole option of Wiremold. Returned Products will not be accepted unless Wiremold is notified and authorized to return prior to shipment.

### **Schröder**

Schröder warrants that each SHUFFLE will be free from defects in materials and workmanship subject to all conditions and limitations contained in the complete warranty document dated June 1, 2019, for a period of five (5) years from the date of invoice.

During the warranty period, the luminous flux will be maintained at a level of at least 80% of the initial nominal flux with a supply at nominal current, provided that the average nighttime ambient temperature does not exceed the rated Tq performance temperature and taking into account a tolerance of 5% on the drivers' nominal current. This warranty is granted only for SHUFFLES switched on/off daily with an average annual utilization of 4,200 hours and used in accordance with their technical specifications and installation instructions. The Customer must inform Schröder if the SHUFFLE is to be installed in a corrosive environment.

In case of a defective product determined to be covered by this warranty, Schröder shall at its sole discretion repair or replace the SHUFFLE. All other associated costs are explicitly excluded and Schröder shall not be liable for injury to any person or damage to property.

The customer must demonstrate that any default, defect or damage to a SHUFFLE or part thereof does not result from or is not directly or indirectly caused by any error, default, neglect, abuse, misuse or abnormal use by the customer including, without limitation, the customer's failure to properly transport or store the SHUFFLE, failure to keep the SHUFFLE from contact with chemical products and exposure of the SHUFFLE to ambient temperatures in excess of the lower of Ta = 45°C or the maximum specifically rated by Schröder. If Schröder gives its prior written authorization to open a sealed part of the SHUFFLE in order notably to integrate a third-party material/component, Schröder's instructions and installation sheets shall be strictly complied with.

This warranty does not apply to, namely, but not excluded to normal wear and tear; additional control gears; damage or failure to perform arising as a result of electric supply conditions or a violation of applicable regulations or standards; corrosion due to external factors; parts of the SHUFFLE which are non-Schröder branded products that are integrated; parts, elements and/or accessories added after delivery.

The customer must immediately notify Schröder of a possible claim in writing within thirty calendar days from discovery of the defect or damage and, in any event within the warranty period. A customer may only ship a defective SHUFFLE back to Schröder if Schröder has issued an RMA (Return Material Authorization) beforehand.

*The warranties above are in lieu of all other warranties, express, implied or statutory; including, but not limited to the implied warranties of merchantability and fitness for particular purpose, and warranties arising from course of dealing or usage of trade, all of which are hereby waived by distributor and disclaimed by Wiremold.*

#### CONTACT

800.430.6209  
269.381.0396  
7800 E. Michigan Ave.  
Kalamazoo, MI 49048

Email Us

Representatives  
Corporate Office  
Info Request Form

#### ABOUT

About Us  
Design Partners  
Awards  
Press Releases  
Terms + Conditions

**OUR BRANDS**  
Landscape Forms  
Loll Designs  
Kornegay Design

#### STUDIO 431

#### LIGHTING

#### SOLUTIONS

Live  
Learn  
Work  
Care  
Play  
Travel

#### COLLECTIONS

35 Collection  
Concord  
FGP  
Metro 40  
MultipliCITY  
Typology  
Urban Edge

#### PRODUCTS

Benches  
Tables  
Chairs  
Litters + Recycling  
Lighting  
Outdoor Power  
Terrace Life  
Umbrellas  
Bike Racks  
Bollards  
Shelters  
Structures  
Planters  
Accessories

#### RESOURCES

My Binder  
Road Show  
Space Planning Tips  
Big Book  
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Care and Maintenance  
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Insite  
Continuing Education  
Roundtable Reports  
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Top quality outdoor furniture. Family owned and operated since 1986.

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[\(https://www.instagram.com/carolinacasualfurniture/\)](https://www.instagram.com/carolinacasualfurniture/)

[\\_ \(https://indd.adobe.com/view/e8367feb-9899-4e54-9884-898694b15dfe\)](https://indd.adobe.com/view/e8367feb-9899-4e54-9884-898694b15dfe)



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**RESOURCES ∨**

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**CONTACT**

**(HTTPS://CAROLINACASUAL.COM/CONTACT/)**



# Care & Warranty



## Care & Maintenance of Carolina Casual Furniture

In order to maintain the beauty of your furniture we recommend you clean it on a regular basis using a non-abrasive soap and warm water. To help remove the more stubborn stains we recommend a mixture of bleach and water along with a soft bristle brush, a high pressure power washer may be used but do not exceed 1500 psi and keep the nozzle at minimum 12

inches from the furniture. **We prefer to use a clinging gel bleach commonly referred to as “toilet bowl cleaner” that is available at most grocery and department stores, this type of gel holds to vertical surfaces allowing longer contact time while cleaning your product. Be sure to rinse thoroughly.**

Carolina Casual uses only the highest quality 316 stainless steel fasteners, which are marine grade and corrosion resistant, making them virtually maintenance free. However, we recommend that you regularly rinse them with fresh water to ensure their longevity, especially in the harsher coastal environments.

With proper care, your Carolina Casual Furniture will bring you lifetimes worth of Enjoyment!

### **Lifetime Residential Warranty & 7 Year Commercial Warranty**

The Limited Lifetime Warranty pertains to all materials used to manufacture our Outdoor Living Collections. Carolina Casual Outdoor Furniture warranty applies to the original purchaser against defects in workmanship and materials. Lifetime means the standard useful life of the product. Defect means a inadequateness that impairs the original function of the product. The lifetime warranty is non-transferable.

If a product manufactured by Carolina Casual Outdoor Furniture, Inc. fails Commercially within (7) years from the date of purchase under the terms of our warranty, Carolina Casual Outdoor Furniture, Inc. will, at its discretion, repair or replace the defective furniture. There will be no cash refunds, and **shipping and handling are not covered** under this warranty. Carolina Casual Outdoor Furniture, Inc. reserves the right, in the case of discontinued or out of production models, to replace with an item of similar quality and style.

This warranty does not cover any normal loss of color. Depending on the geographic location of the property, air quality, and other local conditions, weathering will cause any colored surface to gradually lighten, darken, or collect dirt or stains. This warranty does not apply to discoloration caused by chemicals or cleaning substances put on the furniture, normal wear and tear effects on the furniture, which are received by regular use of the furniture. Neither does it cover damage due to unauthorized repairs or alterations, negligence, misuse or abuse, improper assembly and acts of nature.

This warranty only covers the structure of the hardware and not surface rust. Surface rust is due to improper cleaning procedures.

Warranty exclusions include: freight damage, damage due to acts of nature, fire, abuse, vandalism, lack of proper care and maintenance, fading, hardware corrosion & rust, freeze damage, and improper assembly are not covered or warranted. We reserve the right to substitute similar quality and style merchandise/furniture if the model in question is discontinued or out of production, misuse or abuse, improper assembly and acts of nature.


### **Aluminum Frames & Cushions | 1 Year Residential & Commercial Warranty**

Sling Fabrics, Aluminum Frames and Cushions are warranted for (1) year from the original purchase date against defects in materials and/or craftsmanship. Damage to frames due to improper assembly, exposure to water and sub-freezing temperatures, and/or abuse is not covered. Fabric on slings is warranted against separation at the seams for a period of (1) year.

Cushions are warranted for (1) year for normal wear and tear, this includes the inserts. Sunbrella furniture fabric has a (5) year warranty. This warranty protects against the loss of color or strength due to normal usage and exposure to the elements.

Warranty exclusions include: freight damage, damage due to acts of nature, fire, abuse, vandalism, lack of proper care and maintenance, fading, hardware corrosion & rust, freeze damage, and improper assembly are not covered or warranted. We reserve the right to substitute similar quality and style merchandise/furniture if the model in question is discontinued or out of production, misuse or abuse, improper assembly and acts of nature.

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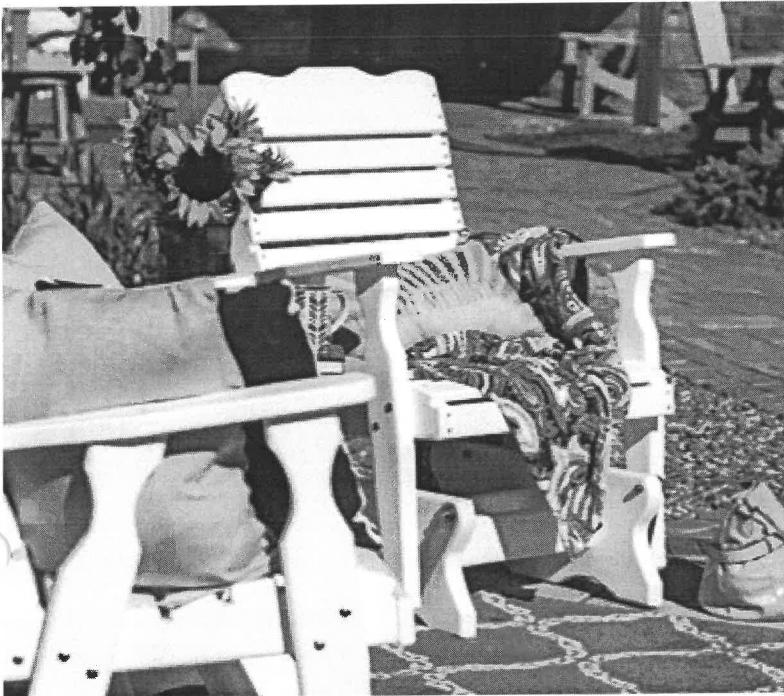
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[Warranty](#)

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# 20-Year Limited Warranty

## 5 Year Limited Commercial Warranty

Colonial Road Woodworks, LLC (hereinafter "CRWW"), warrants to the original purchaser, that for the period of twenty (20) years of residential use or five (5) years of commercial use from the date of original purchase, that its high-density polyethylene (HDPE) outdoor furniture shall be free of manufacturer defects in workmanship and materials unless otherwise noted in warranty. CRWW will replace or repair the product without charge for materials and labor, providing that our inspection indicates that a manufacturer defect exists. Should CRWW choose to replace the product, and the product is no longer being made by CRWW, a substitution of similar performance and equal or greater value will be made. CRWW HDPE products are made with UV inhibitors to minimize fading, however upon prolonged exposure to the sun all colors will fade to some degree. CRWW stainless steel fasteners are warranted to not fail structurally for the applicable warranty period. Hardware such as gliders, swivels and brackets are only warranted for two (2) years. If not maintained, stainless steel may corrode in certain extreme conditions (coastal areas). Damage caused by unauthorized service or repair, alteration of the product, normal wear and tear on materials, abuse or misuse, or abnormal use of the product shall void this warranty.

This Limited Warranty is in lieu of all other warranties either expressed or implied.

Contact us at [leisurelawnsollection.com](http://leisurelawnsollection.com) or email to [crww@pcfreemail.com](mailto:crww@pcfreemail.com) To place a claim, explain the nature of the original defect and include your name, address and telephone number. In event of non-warranty repair, you will receive an estimate prior to any repair work being done.



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### Commercial Limited Warranty

emuamericas, llc warrants its Contract products to be free from manufacturing defects in materials or workmanship when used, maintained and stored under normal commercial use. This warranty applies to the original buyer from the date of purchase. The warranty period for most chairs and tables is 3 years. All compact laminate, high pressure laminate, molded laminate table tops and Advanced Collection items are warranted for a period of 2 years. All folding items, teak table tops, shade products and cushions are warranted for a period of 1 year. All other emuamericas chairs, tables and table tops are warranted for a period of 3 years. This warranty is limited to the repair or replacement of those products or parts of products, which emuamericas, llc finds and accepts as defectively manufactured during the warranty period, at no cost to the original owner. Replacement products or parts of products are warranted only for the remainder of the duration of the original warranty. In the event that the exact model of the defective product is unavailable, emuamericas, llc will replace with a comparable product.

emuamericas, llc will, at its option, (i) repair or replace defective products determined by emuamericas, llc to have been defective during the applicable warranty period, or (ii) refund the purchase price of such defective products in the event repair and replacement are not commercially practical or timely, or the original owner is willing to accept such refund: provided, however, that any such refund shall be an amount equal to the purchase price paid by the original owner for such defective products less depreciation, for example, at a rate of 33 1/3 percent per year for products warranted for three (3) years.

All warranty claims must be made by the original owner in writing and must be made within thirty (30) days after the expiration of the applicable warranty period. All warranty claims must provide a description of the alleged defect, and must include a proof of purchase containing the date of purchase and the price paid by the original owner of the products. In addition, in order to assist emuamericas, llc in making a determination of whether or not product products are defective, the original owner must either (i) return a sample of the allegedly defective product or (ii) provide emuamericas, llc with a photograph of the allegedly defective products depicting the alleged defect. In the event a photograph is submitted to emuamericas, llc by the original owner, emuamericas, llc may require, prior to any repair, replacement, or refund, that the original owner provide emuamericas, llc with an affidavit warranting that such products have been destroyed and that no one will use such products in the future. Failure to comply with these warranty procedures shall void this warranty. This limited warranty also does not cover damaged or defective products resulting from the unreasonable or abusive use of products, including, without limitation, use of products on slippery and/or uneven surfaces and use of products to support excessive weight, the lack of proper care and maintenance of products, acts of nature, use of products for other than their intended purposes, or the use of products other than according to specifications and limitations established by emuamericas, llc from time to time. This limited warranty is the original owner's exclusive remedy and it shall not be deemed to have failed of its essential purpose so long as emuamericas, llc is willing and able to repair or replace defective products or to refund the purchase price of products as specified herein. No allowance will be made for unauthorized repairs or replacements made by the original owner.

In no event shall emuamericas, llc liability to the original owner ever exceed the total purchase price of the defective product(s). emuamericas, llc shall not, in any event, be liable for consequential, incidental, or special damages, including, without limitation, lost profits, injury to persons, or other damages, whether arising from any product defect, use of products, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the original owner. However, the limitations and exclusions contained in this limited warranty shall apply to the maximum extent permitted under state law. No other express warranties of any type shall apply. The duration of any implied warranty is limited to the express warranty period provided herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the original owner. If state law precludes or invalidates seller's right to limit the duration of implied warranty, all such implied warranties shall last no longer than the minimum duration required by state law.

No person, firm, or entity, other than emuamericas, llc is authorized to make any other warranty or assume any other obligation for emuamericas, llc in connection with the sale of the products. This limited warranty gives the original owner specific legal rights, and such owner may have other rights, which vary from state to state.

This warranty is only valid if all parts that wear, such as chair foot caps, get replaced minimally annually. Please contact your local dealer, sales representative or our corporate office for further

POLYWOOD®

[Home](#) / POLYWOOD® LIMITED RESIDENTIAL WARRANTY

# Warranty

## SUBMIT A WARRANTY REQUEST

## POLYWOOD® LIMITED RESIDENTIAL WARRANTY

Poly-Wood, LLC (hereinafter "POLYWOOD") warrants to the original purchaser ("Purchaser") that, for a period of twenty (20) years (except as specified below) of residential use from the date of purchase, under normal use and service conditions, POLYWOOD® furniture shall be free from material defects, and shall not splinter, crack, chip, peel, or rot, or suffer structural damage from insect infestation.

### METAL FRAMES

Welds and joints are warranted to not break or crack for five (5) years of residential use. Powder coat finish is warranted to not peel for five (5) years of residential use.

### HARDWARE

Hardware used in production or assembly of POLYWOOD furniture is warranted to not break for five (5) years of residential use.

### WOVEN INSERTS

Woven inserts are warranted to not fail structurally, crack, unravel, fade excessively, or rot for five (5) years of residential use.

### SLING FABRIC

Sling fabric is warranted from tears and becoming non-functional because of loss of dimensional stability from exposure conditions including sunlight, mildew, rot and abnormal atmospheric conditions for three (3) years of residential use. Abnormal or excessive discoloration and fading is covered.

### CUSHIONS, PILLOWS, & UMBRELLAS

Cushions, pillows, and umbrella canopies are warranted to be free from workmanship or material defects for thirty (30) days from purchase. The fabric on a cushion, pillow, or umbrella canopy is warranted to not tear, mildew, or fade excessively for one (1) year from purchase.

Umbrella frames and bases are not covered under the POLYWOOD warranty. ([Click to view Treasure](#)

4.7 ★★★★★

Google

Customer Reviews

For service under the Treasure Garden, Inc. warranty, please reach out to POLYWOOD or the POLYWOOD retailer from whom you purchased your umbrella.

## FIRE PIT TABLE COMPONENTS

The fire components used in fire pit tables, including Crystal Fire® burners, ignitions, electronics, and glass guards, are not covered under the POLYWOOD warranty. ([Click to view the Outdoor GreatRoom Company warranty](#))

For service under the Outdoor GreatRoom Company warranty, please reach out to POLYWOOD or the POLYWOOD retailer from whom you purchased your fire pit table.

## EXCLUSIONS

The following items are specifically excluded from the POLYWOOD limited residential warranty. POLYWOOD shall not be liable for any failure, defect or damage resulting from or connected with the following:

- Fading, color change or color match – POLYWOOD lumber is made with UV-stabilizers to minimize fading; however, upon exposure to the sun, all colors will fade to some degree. To minimize possible fading: keep product covered, utilize cushions where applicable, minimize direct sunlight by storing product when not in use, or use a UV-protectant
- Color or pattern variance between any new replacement section or pieces and other sections or pieces
- Rust or corrosion of stainless steel or zinc coated steel hardware (please see [Cleaning/Maintenance information](#) for details on how to maintain your hardware)
- Rust or corrosion of steel frames
- Assembly or handling of products after they leave our factory, including any lack of performance or improper performance in any way by the dealer or assembler. For more information on proper assembly, please visit our [POLYWOOD Assembly Tips page](#)
- Abnormal use of products
- Improper use of products with fire components, such as lighting a Crystal Fire burner without using the glass guard
- The application of paint, varnish or other coating or chemical not approved by POLYWOOD or the application of heat or radiation from an external source, such as a barbecue grill, another appliance, fire or reflection from windows or doors
- Any lack of compatibility between our products and any other product not manufactured by us that causes damage to or failure of our products
- Post-delivery labor, transportation or assembly costs
- Damage caused by, among other things, use of incompatible accessories, intentional acts, unreasonable use, misuse, physical abuse, permanent deformation or destruction by human or animal, vandalism, riot, insurrection or civil disorder, accidents or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals or vapors), or any act of God (such as fire, flooding, hurricane, earthquake, tornado, lightning, ice, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to

- sunlight, weather and atmosphere which may cause any colored surface to gradually fade, darken, chalk, or accumulate dirt or stains)
- Assembly of hardware, accessory items, or defects caused by their assembly

We reserve the right to discontinue or modify any product line or color without notifying the Purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.

No person or entity is authorized by POLYWOOD to make and POLYWOOD shall not be bound by any statement or representation as to the quality or performance of POLYWOOD products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by POLYWOOD and Purchaser.

Under no circumstances will POLYWOOD be liable for special, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and POLYWOOD's liability with respect to defective products shall in no event exceed the replacement of such products or return of the purchase price, as described above.

Some states do not allow the exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada.

**Proper maintenance of your product is required to support the benefits of this warranty. This warranty is voided in the event that there are indications of abuse or neglect to the furniture. This warranty does not apply to normal wear and tear effects on POLYWOOD products, which are received by regular use of the products.**

This warranty is effective for products purchased on or after 4/2/2019. For warranty information for POLYWOOD products purchased prior to 4/2/2019, please [contact the POLYWOOD Customer Service Team](#).

## SERVICE UNDER WARRANTY

For service under this warranty, first contact your POLYWOOD retailer from whom you purchased the product. Due to your POLYWOOD retailer's service policy requirements, they may need to submit a warranty claim for you. If you purchased your POLYWOOD furniture directly from the POLYWOOD® Official Store at [polywood.com](https://www.polywood.com), please fill out [this form](#) to submit your warranty claim.

When submitting a claim, please supply the following documentation:

- A written description of the defect
- The product's serial number (or proof of purchase, including the date)

- Photographs of the product

Once documentation has been received and evaluated, POLYWOOD's sole responsibility shall be, at its option, to repair or replace defective components, to repair or replace defective furniture, or authorize repairs by a third party, and to notify Purchaser of the solution. Should defective product no longer be available, POLYWOOD may replace with similar product of equal or greater value.

All returns require a Return Merchandise Authorization (RMA) prior to being returned. POLYWOOD will provide a one-attempt call tag for those items it requires be returned under this warranty. Failure to return product via POLYWOOD's call tag will transfer responsibility to return product to Purchaser at their own cost. If product is not returned within thirty (30) days of Return Authorization, Purchaser is responsible for all shipping charges that may apply. All returns must have the RMA number clearly visible on outside of shipping box. Failure to return requested defective product will result in forfeiture of any credit. Please [refer to our Return Policy](#) for more information.

[Download the POLYWOOD® Limited Residential Warranty](#)

[Download the POLYWOOD® Limited Commercial Warranty](#)

# \* Westminster Teak \*

DEALERS ([https://www.westminsterteak.com/resellers/dealer\\_locator.php](https://www.westminsterteak.com/resellers/dealer_locator.php)) CART (<https://www.westminsterteak.com/cart.php>)  
1-888-592-8325 1-888-592-8325 ([https://www.westminsterteak.com/contact\\_us.php](https://www.westminsterteak.com/contact_us.php)) CONTACT US ([https://www.westminsterteak.com/contact\\_us.php](https://www.westminsterteak.com/contact_us.php))

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Quality Rated 'Best Overall' By  
**THE WALL STREET JOURNAL**

(<http://webreprints.djreprints.com/3345330403713.html>)



ACCREDITED  
BUSINESS

A+

25 YEARS  
IN  
BUSINESS

(<https://www.bbb.org/north-east-florida/business-reviews/furniture-stores/westminster-teak>)

## CYBER WEEK SALE

Save up to 25% (<https://www.westminsterteak.com/CID263/Specials>) on Dining Sets (<https://www.westminsterteak.com/CID150/Dining-Sets/>) | Lounge Furniture (<https://www.westminsterteak.com/CID153/Teak-Conversation-Sets/>) | Bar Furniture (<https://www.westminsterteak.com/CID70/Teak-Bar-Sets/>)

100% Rainforest Free Teak Furniture  
Sale ends at Midnight!

## CYBER WEEK SALE

Save up to 25% (<https://www.westminsterteak.com/CID263/Specials>) on Certified Rain Forest Free Teak Furniture (<https://www.westminsterteak.com/CID128/Teak-Furniture/>)

Last Chance!  
Sale ends at Midnight!

## CYBER WEEK SALE

Save up to 25%! (<https://www.westminsterteak.com/CID263/Teak-Furniture-Sale-Specials>)  
Sale ends @ Midnight!

### ABOUT US

[The Westminster Teak Difference \(https://www.westminsterteak.com/page.php?ID=7\)](https://www.westminsterteak.com/page.php?ID=7)  
[SVLK Certification \(https://www.westminsterteak.com/page.php?ID=30\)](https://www.westminsterteak.com/page.php?ID=30)  
[Rain Forest Preservation \(https://www.westminsterteak.com/page.php?ID=5\)](https://www.westminsterteak.com/page.php?ID=5)  
[Lifetime Warranty on Teak \(https://www.westminsterteak.com/page.php?ID=11\)](https://www.westminsterteak.com/page.php?ID=11)  
[Business Installations \(https://www.westminsterteak.com/business\\_installations.php\)](https://www.westminsterteak.com/business_installations.php)

### CATALOG

[Request Catalog \(https://www.westminsterteak.com/request\\_catalog.php\)](https://www.westminsterteak.com/request_catalog.php)

### CUSTOMER SERVICE

[Contact Us \(https://www.westminsterteak.com/contact\\_us.php\)](https://www.westminsterteak.com/contact_us.php)  
[How to Order \(https://www.westminsterteak.com/page.php?ID=43\)](https://www.westminsterteak.com/page.php?ID=43)  
[Shipping & Returns \(https://www.westminsterteak.com/page.php?ID=42\)](https://www.westminsterteak.com/page.php?ID=42)  
[Return Policy \(https://www.westminsterteak.com/page.php?ID=20\)](https://www.westminsterteak.com/page.php?ID=20)  
[FAQ \(https://www.westminsterteak.com/faq\\_browse.php?id=2\)](https://www.westminsterteak.com/faq_browse.php?id=2)

### INFORMATION

[Teak Care \(https://www.westminsterteak.com/page.php?ID=6\)](https://www.westminsterteak.com/page.php?ID=6)  
[Teak Finishes \(https://www.westminsterteak.com/page.php?ID=41\)](https://www.westminsterteak.com/page.php?ID=41)  
[Fabric Colors \(https://www.westminsterteak.com/fabric\\_colors.php\)](https://www.westminsterteak.com/fabric_colors.php)

### TRADE

[Login as a Trade Partner \(https://www.westminsterteak.com/resellers/login.php\)](https://www.westminsterteak.com/resellers/login.php)  
[Trade Partner Application \(https://www.westminsterteak.com/resellers/register.php\)](https://www.westminsterteak.com/resellers/register.php)

### WARRANTY

Westminster Teak warrants to the original purchaser, that our furniture and its components are free of defects in material and workmanship. If you find a defect in material or workmanship, Westminster Teak is responsible for the replaced or repaired component(s) and any shipping cost. Customer is responsible for the original component(s).

GET 5% OFF RESIDENTIAL & RETAIL ORDERS

All warranties are non-transferable and are limited to the original purchaser with proof of purchase. In no event shall Westminster Teak be liable for incidental or consequential damages resulting from the use of the product.

PRODUCTS WITH MIXED MATERIALS

	Lifetime *
Stainless Steel	5 years
Textilene	3 years
Woven Products (Synthetic Wicker)	3 years
Sunbrella Fabric ( <a href="https://www.westminsterteak.com/documents/Sunbrella_Warranty.pdf">https://www.westminsterteak.com/documents/Sunbrella_Warranty.pdf</a> )	5 years
Cushions/Parasol	1 Year Manufacturer's Warranty on Stitching
Brass	3 years

EXCLUSIONS (Furniture purchased before 2004 is excluded from the Lifetime Warranty)

This warranty does not cover defects or damage caused by:

- Improper assembly
- Modification/s after purchase
- Intentional damage, accident, misuse, abuse, or negligence
- Normal wear and tear which includes weathering and checking
- Damage that was a direct effect of weather related conditions

\* Limited 5 Year Warranty on all Teak Tiles and Planters

Anytime when wood, including teak, gets in direct contact with the ground, it is exposed to constant and permanent exposure to mold, fungus, and bacteria. Though teak is extremely resistant to rot and extreme weather, it cannot be placed in direct contact with organic material such as dirt or grass for extended periods of time without being subjected to the adverse effect of moisture, such as mold and fungus. This is also why that though teak loves water, a recognizable feature of our outdoor teak is the slats that are designed in, so as not to allow for standing water to collect on the surface of the wood.

Teak floor tiles are meant to be used on concrete or similar type (non-organic) hard surfaces.

Teak planters should primarily be used as a decorative outer covering for potted plants. There should be no direct contact with any organic material such as potting/garden soil, peat moss, etc.

Note: Teak will require cleaning from time to time, depending on the environmental condition it's in. Regular cleaning of at least twice a year from surface dirt, environmental buildup, and everyday use will ensure a longer life of the furniture.

CUSTOM CUSHIONS

ALL SALES OF NON-STOCK CUSHIONS, INCLUDING C.O.M. (Customer's Own Material) ARE FINAL AND NOT RETURNABLE, unless error is in manufacturing.

COMMERCIAL WARRANTY

All Westminster Teak furniture warranties are limited to three years of commercial use. The exception to this policy is our umbrellas which carry a one (1) year commercial warranty only.

CONCEALED DAMAGE

We highly recommend that you unpack all packages within 48 hours of delivery of your order. Notify us and the carrier's agent of any damage to the product. Save all cartons and packing materials so that they can be used in the case a return is necessary. Take digital photos of the damaged product and packages for claims where applicable.

 Westminster Teak Warranty (<https://www.westminsterteak.com/documents/Westminster.Teak.Warranty.pdf>)



# Request for Proposal

## RFP# AHK-1168

**Outdoor Furnishings & Accessories**

**November 17, 2022**

***(Please note the University will be Closed November 21-25, 2022 for Thanksgiving)***



# ***REQUEST FOR PROPOSAL***

## ***RFP# AHK-1168***

**Issue Date:** November 17, 2022  
**Title:** Outdoor Furnishings & Accessories  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: From Date of Award Through One Year (Renewable)**

**Sealed Proposals Will Be Received Until 2:00 PM on December 15, 2022 for Furnishing The Services Described Herein.**

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

All Inquiries For Information And Clarification Should Be Directed To: Annie Korn, Lead Commodity Contract Officer and Project Manager, Procurement Services, [kornah@jmu.edu](mailto:kornah@jmu.edu); 540-568-3133; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ 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 # AHK-1168***

## ***TABLE OF CONTENTS***

I.	PURPOSE .....	Page	1
II.	BACKGROUND .....	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION .....	Page	1
IV.	STATEMENT OF NEEDS .....	Page	1-2
V.	PROPOSAL PREPARATION AND SUBMISSION .....	Page	2-5
VI.	EVALUATION AND AWARD CRITERIA .....	Page	5-6
VII.	GENERAL TERMS AND CONDITIONS .....	Page	6-13
VIII.	SPECIAL TERMS AND CONDITIONS .....	Page	13-18
IX.	METHOD OF PAYMENT .....	Page	18
X.	PRICING SCHEDULE .....	Page	18-19
XI.	ATTACHMENTS .....	Page	20-24
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

## **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 outdoor site furnishings 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 four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 130 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of outdoor site furnishings for use throughout campus. These items include, but are not limited to, concrete/metal tables, benches, and chairs, flower pots and planters, swing benches, outdoor umbrellas, cigarette dispensers, picnic tables, bike racks and trash receptacles.

## **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**

The University seeks to establish contracts for a wide variety of outdoor site furnishings and accessories. Purchases will be made on an as-needed basis. The University does not guarantee any set volume of orders, cannot provide an estimate of potential contract usage and/or the type of items that will be ordered.

Proposal responses should come from Contractors who are the manufacturer or a fully authorized dealer/distributor for the products being proposed. Offerors shall provide pricing based on manufacturer net pricing or discount off of list pricing schedules for the products and/or services being offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structures are acceptable. The ability of the Contractor to provide installation services at JMU's discretions, is preferred but is not a requirement of award. All orders shall be FOB destination.

Describe in detail your firm's approach to the following:

1. Provide a comprehensive list of products and/or manufacturers being offered. Include link(s) to complete electronic catalog(s), published price list(s) and/or images and specs for the University to review.

2. Include 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.
3. Describe Contractor's ability to offer on-site consultations, if needed by JMU.
4. Describe Contractor's ability to install items on campus and what the standard installation process is. A link to a JMU campus map can be found at <http://www.jmu.edu/map/>.
  - a. If subcontractors will be utilized, provide a list of potential subs.
5. Describe delivery options and policies, including in-stock and quick-ship, for the outdoor furnishing items being offered. Describe how notice will be given to JMU prior to contractor's arrival on campus for delivery and/or installation.
6. Specify if bulk storage is available at a contractor owned facility should JMU need to schedule delivery for a later date. Identify any associated fees to JMU for storage (if applicable in *Section X. Pricing Schedule*).
7. Describe the installation process (if being offered) to include:
  - a. Outline the timeframe needed to coordinate with University personnel.
  - b. Are installation sign-offs required for project completion?
  - c. Explain how to report the receipt of damaged goods and the process to replace the items.
8. Include the following applicable warranty information and/or guarantees of equipment and installations: Conditions and response time for repair and/or replacement of any components during the warranty period; Availability of replacement parts; Life expectancy of equipment under normal use; Detailed information as to proposed return policy on all equipment.
9. Submit pricing for all product lines, services and options in *Section X. Pricing Schedule* of this RFP.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

- a. **One (1) original and one (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’s proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS**

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://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	15
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	30
	<u>100</u>

- 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, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

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

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

the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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

personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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](http://www.eVA.virginia.gov).
  3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method

of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **VIII. SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

_____	_____	_____
Name of Offeror	Due Date	Time
_____		
_____	_____	_____
Street or Box No.	RFP #	
_____		
_____	_____	_____
City, State, Zip Code	RFP Title	
_____		
Name of Purchasing Officer: _____		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the

unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category

type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

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.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign

to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. 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).
- Q. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- R. EXTRA CHARGES NOT ALLOWED: When requested, the price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- S. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- T. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

- U. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- V. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- W. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- X. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- Y. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

## **IX. METHOD OF PAYMENT**

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## **X. PRICING SCHEDULE**

The Offeror shall provide the percentage discount off published price list broken down by manufacturer, category, and/or quantity discounts OR manufacturer's Net Price List for all products and services being offered. Offeror shall be required to state all supplemental charges

that may be assessed in addition to the pricing for the goods and/or services provided including onsite consultation, additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation (*when applicable*).

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/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

## **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 #
--------	-------------------	---------	---------------------------


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

<b><u>Zone 1</u></b> George Mason University (Fairfax)	<b><u>Zone 2</u></b> James Madison University (Harrisonburg)	<b><u>Zone 3</u></b> University of Virginia (Charlottesville)
<b><u>Zone 4</u></b> University of Mary Washington (Fredericksburg)	<b><u>Zone 5</u></b> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<b><u>Zone 6</u></b> Virginia Commonwealth University (Richmond)
<b><u>Zone 7</u></b> Longwood University (Farmville)	<b><u>Zone 8</u></b> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<b><u>Zone 9</u></b> University of Virginia - Wise (Wise)



**December 14, 2022**

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

**REFERENCE:** Request for Proposal No: **RFP# AHK-1168**  
Dated: **November 17, 2022**  
Commodity: **Outdoor Furnishings & Accessories**  
RFP Closing On: ~~December 15, 2022 at 2:00 p.m. (Eastern)~~  
**December 16, 2022 at 2:00 p.m. (Eastern)**

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

Due to the possibility of inclement weather, **the due date and time has been extended to Friday, December 16, 2022 at 2:00 p.m.** If you are a vendor who has already submitted a proposal, no further action is needed.

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

Sincerely,

A handwritten signature in black ink, appearing to read "A. Korn", is positioned below the word "Sincerely,".

Annie Korn,  
Lead Commodity Contract Officer & PM  
Phone: (540-568-3133)

PROCUREMENT SERVICES

MSC 5720  
752 Ott Street  
First Floor  
Harrisonburg, VA 22807  
540.568.3145 Phone  
540.568.7935 Fax