



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6833

This contract entered into this 18th day of January 2024, by Quick Designs LLC dba FastSigns of Winchester, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From February 13, 2024 through February 12, 2025 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 DKM-1190 dated October 3, 2023
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated October 16, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated January 18, 2024

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

<p>CONTRACTOR:</p> <p>By: <u>Tracy Quick</u> (Signature)</p> <p><u>Tracy Quick</u> (Printed Name)</p> <p>Title: <u>owner / member</u></p>	<p>PURCHASING AGENCY:</p> <p>By: <u>Autumn Foster</u> (Signature)</p> <p><u>Autumn Foster</u> (Printed Name)</p> <p>Title: <u>Buyer Senior</u></p>
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1/18/2024

1. Contractor agrees for any purchase excluding from Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by your firm. No additional agreements, orders forms, or signatures shall be required.
2. Contractor shall agree to waive all credit card fees for all point of sale purchases under \$1,000.00 related to this contract. All additional purchases shall have a 3% credit card processing fee.
3. Contractor Pricing for Equipment, Materials and Supplies are as follows:

Product Description	Pricing
Graphic Designer Services	\$95/hr.
Site Survey Fee	\$350
Delivery and Disposal Fee	\$150
Installation	\$150/hr
Installation (with bucket truck)	\$225/hr
Service Call	\$225/hr

4. Contractor shall agree that all fees have been disclosed. No additional fees will be accepted.
5. Any changes in the pricing and products offered described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
6. Parties agree that this Negotiation Summary modifies RFP # DKM-1190 and the Contractor's initial response to RFP # DKM-1190, and in the event of conflict this negotiation summary shall take precedence.
7. Contractor agrees that all exceptions taken within their initial response to RFP # DKM-1190 that are not specifically addressed within this negotiation summary are null and void.



Request for Proposal

RFP# DKM-1190

Signage/Banners

October 3, 2023

FAST SIGNS®

James Madison University
Request for Proposal
RFP# DKM-1190
Signage/Banners

Offeror:
Quick Designs LLC
DBA FASTSIGNS of Winchester
1720 Valley Avenue
Winchester, VA 22601
POC: Tracey Quick
tracey.quick@fastsigns.com
540-450-0750

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REQUEST FOR PROPOSAL
RFP# DKM-1190

Issue Date: October 3, 2023
Title: Signage/Banners
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 November 2, 2023 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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:

QUICK DESIGNS LLC
DBA FASTSIGNS Winchester
1720 Valley Ave
Winchester, VA 22601

By:

Tracey Quick
(Signature in Ink)

Name:

Tracey Quick
(Please Print)

Date:

10/16/2023

Title:

Managing Member

Web Address:

fastsigns.com/541

Phone:

540-450-0750

Email:

tracey.quick@fastsigns.com

Fax #:

540-450-0760

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.

IV. STATEMENT OF NEEDS, P.2

OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING. PROVIDE ANSWERS DIRECTLY BELOW QUESTIONS.

1. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU. The same information for any subcontractor(s) proposed to be involved in any work under this proposal shall also be included.

Josh Anderson, Sales Executive - Josh will be the sales representative for all signage related needs for JMU. Josh has been with FASTSIGNS in his current role for two years. He has extensive experience in the sales and operational fields - 30+ years.

Logan Felty, Operations Manager - Logan oversees the operations of two FASTSIGNS stores. Logan manages our graphic design team and production/installer team, and will manage the installations that occur on the JMU campus. Logan has over 11 years of management experience in a small business.

We have a full crew of production associates and installers at our Winchester location - 5 production/installers, 3 graphic designers, 2 sales executives, 2 managers, 2 franchisees.

2. Describe your firm's approach to hiring qualified personnel which are thoroughly qualified and experienced in all aspects of inspection and installation.

We require at least 3 years of construction/sign experience for our installers, preferably with electrical experience. We also have an apprenticeship program for employees without specific sign experience to ensure the employee is adequately trained before they can work independently.

Some of our large manufacturing customers require us to maintain the highest of safety standards. As such, all of our installers have had OSHA training, as well as internal safety training on an ongoing basis.

3. Describe previous university signage and banner projects and provide the size and complexity of each.

Our relationship to date with JMU has been with the Athletics Department. The projects to date have varied in size and complexity. *See attached detailed submission of previous projects to date and associated values.*

4. Describe Contractor's quality control process.

Design Review: Begin by thoroughly reviewing the design specifications provided by the customer. Ensure that all necessary details, such as dimensions, colors, fonts, and graphics, are accurately captured.

Material Inspection: Inspect the materials used for sign production, such as vinyl, acrylic, or metal, to ensure they meet quality standards. Check for any defects, discoloration, or damage that could affect the final product's appearance or durability.

Production Process: Monitor each step of the production process to ensure accuracy and consistency. This includes cutting, printing, laminating, and any other processes involved in creating the sign. Regularly calibrate and maintain equipment to ensure optimal performance.

Color Matching: Pay close attention to color accuracy, especially if the sign requires specific brand colors or Pantone matching. Use color management tools and regularly calibrate monitors and printers to maintain color consistency.

Finishing and Assembly: Inspect the finished sign for any flaws, such as bubbles, wrinkles, or uneven edges. Ensure that all components, such as frames, brackets, or lighting, are securely attached and functioning properly.

Quality Assurance Checks: Perform quality assurance checks once the production process is complete. Requirements include visual inspections, measurements, or using specialized tools to verify accuracy and adherence to specifications.

Packaging and Shipping: Properly package the finished signs to prevent damage during transportation. Use protective materials, such as bubble wrap or foam, and ensure that packaging is secure and labeled correctly.

Customer Approval: Provide the customer with an opportunity to review the finished product and address any concerns or modifications they may have.

Documentation and Feedback: Maintain detailed records of quality control activities, including inspection results, customer feedback, and any corrective actions taken.

5. Describe the Contractor's approach / method(s) of proceeding with project work, including the method of keeping the university informed of progress of the project(s).

FASTSIGNS utilizes a web-based customer portal for artwork approval. Beyond the proofing process, once the order is built and/or complete, the customer will receive automated notifications. The Sales Rep and/or Operations Manager will also communicate with the customer throughout the production process, including scheduling of installations or challenges/solutions with the project.

6. Contractor shall submit three (3) color "pictures" of signage and banners for evaluation purposes.

Samples included in submission.

7. Contractor shall submit one (1) sample of a material used for signage and one (1) sample used for banners for evaluation purposes.

Samples included in submission.

8. Describe method Contractor would use for cleaning / upkeep of signage and banners to prolong the life of such items.

Soap and water and/or dusting should be used on rigid substrates, depending on the environment. Lamination and UV ink is standard and included in our production process on all signs. Banners are considered temporary signage, so prolonging the life of the product is a challenge. However, we utilize a hemming and grommets finishing approach on wide format banners and UV ink, which prolongs the life of the banner.

9. Describe any warranties that would be given for signage and banners.

We offer the standard warranty specified by the manufacturer on materials used in our production process. Each warranty is different depending on the supplier. Installation on warranty orders is not included, unless of course there is a workmanship issue. Because of the temporary nature of banners, we do not guarantee banners.

10. Describe in-house production capabilities and process. Specify any work that may be sub-contracted.

Production capabilities include large format flatbed printing, routing, CWT work table, digital printing/applied manufacturing, windscreens and mesh printing, ADA printing, vehicle graphics and wraps, designs services, service calls/maintenance and installation services.

Subcontracted work can include, but are not limited to sandblasted signs, screen printed and embroidered apparel, offset printing, trade show hardware, and digital signage.

See our website for a complete list of our products and services. www.fastsigns.com/541

11. Describe process and flexibility in scheduling a project which includes delivery and installation. Specify ability to handle shortened delivery schedules.

Installations are scheduled once the signage is complete and installed typically within one or two weeks post completion; longer lead times during our peak season. Rush jobs are reviewed and accommodated on a case-by-case basis with large customers receiving priority.

12. Provide your firm's procedure for removal of debris and wrapping / packaging materials from the premises.

All debris and trash that resulted from an installation will be removed from the installation site and disposed of properly by FASTSIGNS.

13. Provide a sample quote to include the following detailed information, but not limited to:

- Individual signage cost
- Material cost
- Graphic designer services cost
- Delivery charges
- Breakdown of installation (labor) hours /cost
- Travel
- Signage maintenance
- Breakdown for all subcontracted charges

Sample estimate included in submission. Pricing is adjusted as needed for inflation.

14. Provide your firms' payment policy (i.e. Net 30, % at time of order, etc.) and in what instances your firm would need to specify payment terms for specialized delivery /receiving requirements.

James Madison University is on Net 30 payment terms after product/installation is completed.

15. Specify if your firm accepts charge card payments. Provide associated fees, if applicable.

We accept EFT payments, checks, cash, and credit card payments. Credit card payments incur a processing fee of 3.5%.

16. Provide your firm's replacement / return policy for any items showing evidence of defective materials or workmanship, including installation workmanship after notification.

We offer a full replacement or return for any products that show evidence of defective materials or workmanship; warranty products take priority over current orders.

17. Describe your firm's ability to provide adequate manpower to unload and install all equipment specified / ordered. Describe how your firm calculates installation fee.

FASTSIGNS will evaluate the scope of the project and determine the number of personnel required based on factors such as the size and complexity of the equipment, installation timeline, and any specific skill sets needed. Installation fees are quoted by the hour or by the job.

18. Specify your firm's capability and acceptance of an onsite consultation.

We offer onsite consultation at no charge, as our Sales Rep is usually on campus once per week. If a site survey is required for sign installation, a charge will be assessed. Site survey fees are included in the estimate submission.

19. Identify the type of supplies and equipment that your company typically utilizes to provide / perform "Signage and Banner Services" used for installation.

Typical equipment used by FASTSIGNS to perform sign and banner installations include, but are not limited to bucket trucks, ladders, scaffolding, and scissor lifts. Other necessary equipment to perform the job are utilized on a case-by-case basis.

20. Indicate if your company is currently licensed through IMG College Licensing Company for James Madison University. If your company is not currently licensed, indicate whether you would be willing to become licensed.

FASTSIGNS of Winchester is not currently licensed through IMG College Licensing Company, but we would be willing to enroll in the program if necessary.

21. Provide any other information regarding products, services, etc. that your firm would like for us to consider or that is unique to your firm.

FASTSIGNS of Winchester is a small business and SWaM certified business and has been operational for over 15 years. We are located in the newly renovated Coca-Cola Bottling Works building at 1720 Valley Ave, Winchester, VA. The owners are customer focused, and have a wealth of experience in the sign industry, education sector, and Corporate America.

Sales by Customer Detail - Completed

Starting Date: 01/01/1900

Ending Date: 10/16/2023

IV. STATEMENT OF NEEDS, P.2, QUESTION 3

Company Name	Order Number	Description	Completed Date	Sales Amount
James Madison University	INV-29676	JMU Athletics Administration Suite - Godwin Hall	05/30/2018	\$6,546.18
James Madison University	INV-30244	Foam Core	06/08/2018	\$107.28
James Madison University	INV-31509	Reorder: JMU Athletics Administration Suite - Godwin Hall	08/28/2018	\$59.41
James Madison University	INV-34417	Reorder: JMU Athletics Administration Suite - Godwin Hall	04/19/2019	\$53.63
James Madison University	INV-46061	JMU Banner	02/25/2022	\$309.40
James Madison University	INV-46153	Baseball Be Alert Signs	03/10/2022	\$233.97
James Madison University	INV-46214	Jersey Print	03/21/2022	\$951.35
James Madison University	INV-47126	Lauren Bennett Number Signature Print	05/18/2022	\$1,636.44
James Madison University	INV-47115	Coaches Locker Room Name Sign	06/22/2022	\$31.48
James Madison University	INV-47063	Volleyball Rebrand	07/28/2022	\$2,279.12
James Madison University	INV-46764	Conference and Playoff Champions Signs	08/11/2022	\$6,856.84
James Madison University	INV-48069	Sentara Park Conference Board Updates	08/17/2022	\$1,517.92
James Madison University	INV-48179	Sentara Park Signage Alternate Materials	08/17/2022	\$3,603.36
James Madison University	INV-48225	Bridgeforth Stadium Alcohol Signage	08/18/2022	\$458.87
James Madison University	INV-48506	JMU SBC Football Down Marker Stickers *DUE 9/1*	09/01/2022	\$42.61
James Madison University	INV-48509	Respect Madison Signage *DUE 9/1*	09/01/2022	\$650.04
James Madison University	INV-48510	Dukes Do It Better Stickers *Due 9/1*	09/01/2022	\$549.96
James Madison University	INV-48547	Need Assistance Banners *DUE 9/1*	09/12/2022	\$3,770.86
James Madison University	INV-48367	Coaches Locker Room Name Sign	09/29/2022	\$152.44
James Madison University	INV-48861	JMU WBB Additional Player Locker Signs	09/29/2022	\$274.38
James Madison University	INV-47795	JMU MBB Player Profile Pictures and Locker Signs	09/29/2022	\$810.26
James Madison University	INV-48007	JMU WBB Player Profile Pictures and Locker Signs	09/29/2022	\$578.61
James Madison University	INV-48768	No Unauthorized Access Coro Signs	09/29/2022	\$118.93
James Madison University	INV-48766	Stadium Signage Updates	09/29/2022	\$1,483.49
James Madison University	INV-48515	North Tower Elevators Acrylic Letters	10/04/2022	\$519.03
James Madison University	INV-48437	Installation of JMU Backlit Lobby Sign	10/04/2022	\$1,840.00
James Madison University	INV-48134	JMU Softball Baseball SEG Wall Graphic and Frame	10/20/2022	\$2,969.11
James Madison University	INV-49173	JMU MBB Additional Player Locker Signs	11/01/2022	\$213.41
James Madison University	INV-48605	JMU Softball Baseball SEG Wall Graphic and Frame Above Doorway	11/01/2022	\$1,959.36
James Madison University	INV-49075	HOF Plaza Entrance Contributors Board	11/29/2022	\$147.82
James Madison University	INV-49488	Courtside Chair Vinyl ID Numbers	11/29/2022	\$36.45
James Madison University	INV-49451	SBC Tennis Banners	11/29/2022	\$516.00
James Madison University	INV-49411	Softball Locker Room Wall Signage	11/30/2022	\$4,311.54
James Madison University	INV-49763	Graduates Coros	12/14/2022	\$47.28
James Madison University	INV-46729	JMU Campanelli Club Backlit Banners	12/20/2022	\$4,937.23
James Madison University	INV-49484	Baseball Outfield and Backstop Padded Wall Updates	01/12/2023	\$3,734.04
James Madison University	INV-50436	Lineup Board Updates and Foul Pole Mesh Banners	02/23/2023	\$156.36
James Madison University	INV-50254	Sideline A-Frames	02/27/2023	\$5,083.02
James Madison University	INV-51314	MLB Players Board	04/24/2023	\$25.81
James Madison University	INV-51354	Flags and Bases **NEED 5/9**	05/09/2023	\$1,337.38
James Madison University	INV-51541	Faculty Staff Entrance Commencement Banner **RUSH NEED 5/9**	05/09/2023	\$192.00
James Madison University	INV-52549	JMU 23-24 MBB Player Locker Signs	08/23/2023	\$147.41
James Madison University	INV-52453	Sentara Park Conference and Record Board Updates Updates	08/23/2023	\$955.05
James Madison University	INV-52629	Field Hockey Scoreboard Lettering v2	08/23/2023	\$4,371.31
James Madison University	INV-52450	Convocation Center Exterior Entrance Wayfinding Signs	08/23/2023	\$933.71
James Madison University	INV-52815	Convocation Vinyl Letters	08/23/2023	\$1,468.29
James Madison University	INV-52919	Field Hockey Vinyl Die Cut Wall Graphics	08/23/2023	\$731.64
James Madison University	INV-52799	WBB Staff Locker Room Name Sign	09/01/2023	\$36.27
James Madison University	INV-52508	JMU 23-24 WBB Player Profile Pictures and Locker Signs	09/01/2023	\$464.77
James Madison University	INV-53217	JMU 23-24 MBB Player Locker Sign Atiana Williams	09/01/2023	\$30.23
James Madison University	INV-52888	MLB Players Board Nick Robertson	09/01/2023	\$26.68
James Madison University	INV-53114	Convo Center Additional Exterior Entrance Wayfinding Sign	09/01/2023	\$363.84
James Madison University	INV-52782	AD Suite Seat Back Name Holders	09/01/2023	\$85.20
James Madison University	INV-53167	A Frame Coro Inserts **NEEDED 8/31**	09/01/2023	\$423.74
James Madison University	INV-52306	Convocation Center Locker Name Frames	09/21/2023	\$9,975.48
James Madison University	INV-53080	Additional Convocation Center Locker Name Frames	09/21/2023	\$3,123.38
James Madison University	INV-53579	A Frame Coro Inserts and DiBond Sign **NEEDED 9/28**	09/29/2023	\$224.03
James Madison University	INV-53256	JMU 23-24 MBB Player Profile Pictures	09/29/2023	\$294.70
James Madison University	INV-53463	Bridgeforth Stadium Signage Single Sided	09/29/2023	\$942.71
James Madison University	INV-53558	WBB Practice Gym Banners	10/12/2023	\$1,871.27

Joshua Anderson

Sales professional with customer service and supervisory experience

Seeking a challenging position, with an established company, where hard work and dedication lead to opportunities for personal and professional growth

Work Experience

Sales Account Manager

Hop and Wine - Chantilly, VA

October 2021 to Present

- Provide outstanding customer service to our external customers and assist them in profit growth
- Utilize extensive beverage sales knowledge to recommend the best products for their business needs

Sales Account Manager

Premium Distributors of Virginia - Chantilly, VA

March 2015 to October 2021

- Assist not only customers but Reyes Beverage Group grow business by utilizing various sales tools (RBG and Supplier) and sales training all while following our Succeed As One culture
- Provide outstanding customer service before, during, and after the sale of a new product, feature or display

Sales Representative

UniFirst Corporation - Winchester, VA

March 2014 to March 2015

Assist business customers in the selection of employee uniform and facility services solutions; make extensive use of communication (written and verbal) and problem solving skills to achieve and surpass sales goals

Utilize Saleslogix CRM to update prospect information to ensure accuracy throughout the sales process
Provide outstanding customer service for existing accounts through phone and/or face to face interactions

Operations Supervisor

McKesson Medical-Surgical - Clear Brook, VA

December 2013 to March 2014

Assisted in the startup of a brand new, 450,000 sq ft state of the art facility
Supervised 40+ operations associates (27 direct reports) in the areas of receiving, forklift putaway, replenishment, and picking and packing

Operations Supervisor

SYSCO Northeast RDC - Front Royal, VA

November 2005 to December 2013

Supervised 30+ operations associates (16 direct reports) at the SYSCO NE Regional Distribution Center (~1 million sq ft facility), ensuring a safe and efficient work environment

Assisted in the hiring, and training of new associates as well as in charge of corrective action and associate reviews

Routinely received promotions/awards/bonuses for meeting/exceeding businesses goals and near-perfect attendance

Sales Representative

UniFirst Corporation - Winchester, VA

March 2005 to November 2005

Assisted business customers in the selection of employee uniform and facility services solutions; made extensive use of communication and problem solving skills

Provided outstanding customer service for existing accounts through phone and/or face to face interaction

Sales Merchandiser

Kraft Foods Global Inc - Manassas, VA

October 2003 to March 2005

Critical member of sales and logistics team responsible for accurate and efficient product preparation for distribution in the Northern Virginia area; regularly surpassed performance expectations. Built and maintained positive relationships with key individuals and decision makers by properly displaying product, maintaining back stock and proper rotation of product.

Sales Support Representative

Telesis Management Corporation - Reston, VA

December 2000 to October 2003

Managed, maintained proper billing and customer satisfaction of over 100 commercial and hospitality internet and voice accounts

Identified contract expirations and renewed accordingly

Produced spreadsheets and word documents to support efforts by sales team or project management

Maintained and updated a comprehensive clientele database daily

Commercial Accounts Manager

NeedBandwidth, Inc - Leesburg, VA

September 1999 to December 2000

Served as liaison between NeedBandwidth, Inc. and its 75 nationwide strategic partners/agents, which included Local Exchange Carriers and Internet Service Providers

Assisted in all aspects of a start-up business, including Business Development, Sales and Customer Service

Created and maintained customer tracking databases, spreadsheets and support techniques

Sales Representative

Prime Pay Mid-Atlantic, Inc - McLean, VA

December 1998 to September 1999

Facilitated payroll acquisitions by consulting small to medium-size businesses

Performed data gathering through telephone interviews, face-to-face interviews and research

Education

B.S. in Mass Communications

Towson University - Towson, MD
1993 to 1998

B.S. in Sports Communications

Towson University - Towson, MD
1993 to 1998

Skills

- AS/400 Warehouse Management Systems
- Warehouse Supervisor Experience
- Warehouse Management
- Sales Support
- Logistics
- CRM Software
- Business Development
- Supply Chain
- Shipping & Receiving
- Freight Experience
- Conflict Management
- Commercial Driving
- B2B

Assessments

Sales skills — Highly Proficient

August 2021

Influencing and negotiating with customers

Full results: Highly Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Evidence of Work Ethic and Commitment to Personal and Professional Growth:

- 2019 Hybrid Sales Consultant of the Year Runner Up Premium Distributors
- 2018 Hybrid Sales Consultant of the Year Winner Premium Distributors
- 2017 Hybrid Sales Consultant of the Year Runner Up Premium Distributors
- Consultant of Choice Certified Premium Distributors 2018

- Cicerone Beer Server Certified Premium Distributors 2017
- UniFirst Region 2 Sales Representative of the Month September 2014
- Completed 5 week UniFirst Sales Certification May 2014
- Frontline Supervisor Level 2 November 2012 SYSCO Northeast RDC
- Frontline Supervisor Level 1 August 2011 SYSCO Northeast RDC
- Coaching and Maximizing Performance 2010 SYSCO Northeast RDC
- Resolving Conflict March 2010 SYSCO Northeast RDC
- Conflict Management 2010 SYSCO Northeast RDC
- SYSCO Northeast RDC Perfect Attendance 2007, 2008, 2009, 2010, 2011
- Nominated to Safety Committee (November 2007) SYSCO Northeast RDC
- Promoted to Warehouse Supervisor (February 2011) SYSCO Northeast RDC
- Promoted to Labor Management Analyst (November 2009) SYSCO Northeast RDC
- Promoted to Lead Operations Associate (June 2007) SYSCO Northeast RDC
- Nominated for the 7th Annual RefrigiWear "Warehouseman of the Year" (2006) SYSCO Northeast RDC
- Nominated and participated in the Forklift Task Force (2006) SYSCO Northeast RDC
- Understanding of OSHA, AIB, HAACP, HAZMAT SYSCO Northeast RDC
- Manhattan AS400 WMS SYSCO Northeast RDC
- Graduate of UniFirst's Sales Skills class (June 2005)
- Class B Commercial Driver's License w/ Air Brake Endorsement Kraft/Nabisco (May 2004 - Current)
- Transfer within Kraft Foods Global Inc. from merchandising to logistics (May 2004)
- Performance promotion Telesis Management Corporation (September 2003)
- Collegiate Academic and Athletic Achievements and Honors
- College Intern/Communications Department Washington Wizards (Summer 1997 / Winter 1998)
- Towson University Dean's List (Spring Semester 1997, Spring Semester 1998)
- Maryland Association of Collegiate Directors of Athletics Outstanding Academic Achievement (1997-1998) Towson University
- America East Academic Honor Roll (Fall 1997) Towson University
- Member, Towson University NCAA Division I golf team (1997-1998)
- Member, Towson University NCAA Division I basketball team (1993-1996)

Logan E. Felty**Work Experience**

Operations Manager

FASTSIGNS of Winchester

FASTSIGNS of Martinsburg

January 2023- Present

- Supervise multiple FASTSIGNS centers
- Coordinate multiple FASTSIGNS centers
- Supervise 15+ employees
- Plan and oversee production and installation of signage
- Meet with businesses and customers to develop ongoing customer relations
- Provide support to sales, design, and production staff as needed
- Monitor and streamline workflow
- Use daily metrics and reports to forecast sales, labor, and material needs

Center Manager, FASTSIGNS of Winchester

May 2020- January 2023

- Supervise day-to-day operations
- Assist with sign manufacturing and installation
- Competency with routing and printing programs
- Meet with customers to provide custom sign solutions

Manager, Blue Ridge Bicycles, Winchester, VA

July, 2012- April 2020

- Maintain inventory
- Customer service
- Run daily business operations
- Employee supervision

Technician, Blue Ridge Bicycles, Winchester, VA

August, 2005- June 2012

- Assemble, repair, sell bicycles

Education

Lord Fairfax Community College, Middletown, VA

Associate of Applied Science Degree, 2009

Information Systems Technology, Network

Engineer minor

- *Magna Cum Laude*
- *Phi Theta Kappa*

Skills

Excellent customer service skills

Leadership and employee management

Understanding of computer systems and software

High mechanical aptitude

Understanding of construction

Understanding of electrical systems

High proficiency with G-Suite apps

OSHA-10 certification

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 15 Months 3

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 #
Shenandoah University	15 yrs.	1460 University Dr Winchester VA	Scott Spriggs 540-535-3571
Valley Health	15 yrs	P.O. Box 7280 Wind.	Bill Wylie 540-536-0087
Procter & Gamble	6 yrs	Tabler Station Park Dr Mart. WV 25405	Elyse Rodriguez 954-849-8303
Win. Parks & Rec	15 yrs	1001 East Cok, Winch.	Justin Hall 540-667-1573
Howard Shockey	15 yrs	1057 Mart. Pnce, Wind	Amy Feathers 540-323-1903

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

Tracey Quick 1720 Valley Ave Winchester VA
Bryan Quick 1720 Valley Ave Winchester VA

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: Quick Designs LLC Preparer Name: Tracey Quick

Date: 10/16/2023

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

If yes, certification number: 685595 Certification date: 3/9/2022

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: 685595 Certification date: 3/9/2022

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: RFP # DKM-1190 Date Form Completed: 10/16/2023

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

Offeror / Proposer: QUICK designs LLC Address: 1720 Valley Ave, Winchester VA 22601 Contact Person/No.: Tracey Duck 540.450.0750

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

www.fastsigns.com/541

Unique Entity ID: CP3JQVAJ6JB6 CAGE/NCAGE: 77Y83

Payment Terms: Net 30

Created Date: 10/16/2023

DESCRIPTION: RFP# DKM-1190

Bill To: James Madison University
Accounting
MSC 700
Harrisonburg, VA 22807
US

Pickup At: FASTSIGNS® Winchester
Quick Designs, LLC dba FASTSIGNS®
1720 Valley Avenue
Winchester, VA 22601
US

Requested By: Dylan Morris
Email: morrisdk@jmu.edu
Work Phone: (540) 568-3002
[REDACTED]

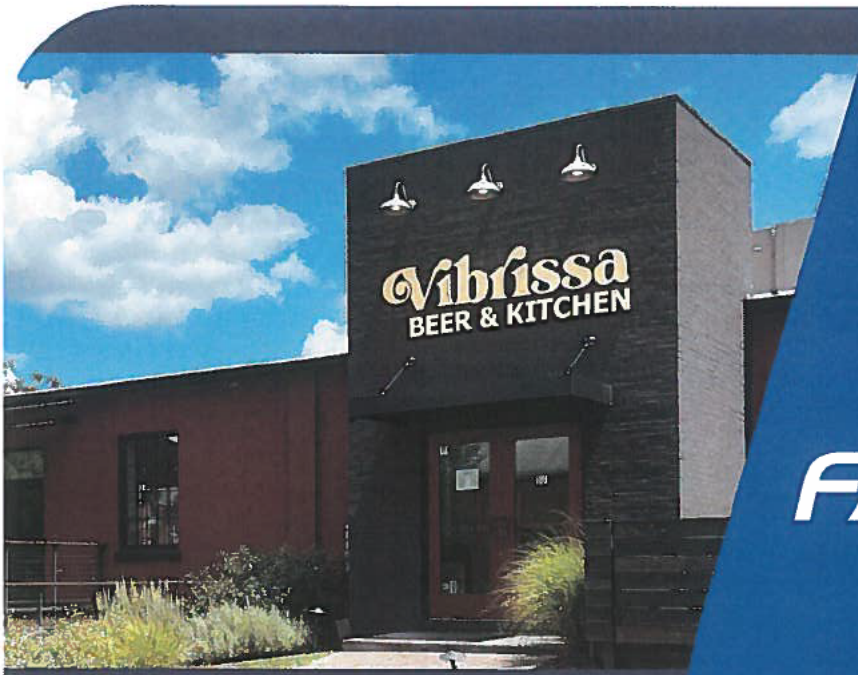
Salesperson: Josh Anderson
Email: josh.anderson@fastsigns.com
Entered By: Tracey Quick

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Graphic Design Service	1	\$95.00	\$0.00	\$95.00
1.1	Graphic Design Fee - - # of Hours: 1				
2	Site Survey	1	\$350.00	\$0.00	\$350.00
2.1	Site Survey - Part Qty: 1				
3	Delivery and Disposal	1	\$150.00	\$0.00	\$150.00
3.1	Disposal Fee for hauling of customer items to landfill not suited for dumpster - Part Qty: 1				
4	Installation	1	\$150.00	\$0.00	\$150.00
4.1	Installation - - # of Hours: 1				
5	Installation Bucket Truck	1	\$225.00	\$0.00	\$225.00
5.1	Installation Bucket Truck - - # of Hours: 1				
6	Service Call	1	\$225.00	\$0.00	\$225.00
6.1	Service Call - - # of Hours: 1				
7	Banner 13oz	1	\$210.88	\$0.00	\$210.88
	OTHER QTY OPTIONS				
	x10 @ \$197.56 = \$1,975.61				
	x25 @ \$190.90 = \$4,772.55				
	x50 @ \$184.24 = \$9,212.13				

7.1	Banner - 13oz, grommets every 2' feet unless requested otherwise - Part Qty: 1 Width: 48.00" Height: 96.00"				
8	Custom Aluminum Sign	1	\$79.65	\$0.00	\$79.65
8.1	Aluminum .080 with direct print or applied vinyl - Part Qty: 1 Width: 12.00" Height: 18.00" Sides: 1				
9	Custom Interior Signage	1	\$64.17	\$0.00	\$64.17
9.1	PVC 3 mil, with direct print or applied vinyl - Part Qty: 1 Width: 12.00" Height: 18.00" Sides: 1				
Taxable Amount:					\$0.00

Signature: _____ Date: _____

FEIN: [REDACTED]
VA Contractor: #2705138310



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Request for Proposal

RFP# DKM-1190

Signage/Banners

October 3, 2023



REQUEST FOR PROPOSAL

RFP# DKM-1190

Issue Date: October 3, 2023
Title: Signage/Banners
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 November 2, 2023 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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 # DKM-1190

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Signage/Banners 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 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

JMU regularly purchases a wide variety of signage and banner items to carry out its mission. These items include but are not limited to, multi-colored signage, vinyl graphics signage, large directory signage, memorial/honor type signage, parking signage, interior/exterior signage, digital signage, portable message signage/equipment, and heavy-duty vinyl banners.

James Madison University reserves the right, when not in the best interest of the University, to decline award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

This section describes JMU's requested goods and / or services and the areas to be addressed in Offeror's Proposal.

General

The Offeror shall provide all labor, supervision, consultation, tools, equipment, supplies, materials, and installation on an as-needed basis. Offeror shall only use the approved James Madison University Logos and Marks, which can be found at: <http://www.jmu.edu/identity>.

Athletics

The Offeror shall provide all labor, supervision, consultation, tools, equipment, supplies, materials, and installation on an as-needed basis. Offeror shall only use the approved James Madison University Athletics Logos and Marks, which can be found at: <https://jmusports.com/sports/2017/1/3/jmu-logos-and-marks.aspx?path=administration>.

The Collegiate Licensing Company (CLC)

Registration and licensing with The Collegiate Licensing Company (CLC) is a requirement of all contractors providing goods or merchandise bearing the official Logos and Marks of James Madison University, which can be found at: <https://clc.com/home/get-licensed/>

Signage and banners that may be used, but not limited to:

- Multi-colored signage
- Vinyl graphics signage
- Large directory signage
- Memorial/honor type signage
- Parking signage
- Interior/Exterior signage
- Digital signage
- Vehicular signage (magnetic type and automobile wraps)
- Portable message signage/equipment
- Wayfinding signage
- Heavy duty vinyl banners

**OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING.
PROVIDE ANSWERS DIRECTLY BELOW QUESTIONS.**

1. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU. The same information for any subcontractor(s) proposed to be involved in any work under this proposal shall also be included.
2. Describe your firm's approach to hiring qualified personnel which are thoroughly qualified and experienced in all aspects of inspection and installation.
3. Describe previous university signage and banner projects and provide the size and complexity of each.
4. Describe Contractor's quality control process.
5. Describe the Contractor's approach / method(s) of proceeding with project work, including the method of keeping the university informed of progress of the project(s).
6. Contractor shall submit three (3) color "pictures" of signage and banners for evaluation purposes.
7. Contractor shall submit one (1) sample of a material used for signage and one (1) sample used for banners for evaluation purposes.
8. Describe method Contractor would use for cleaning / upkeep of signage and banners to prolong the life of such items.
9. Describe any warranties that would be given for signage and banners.
10. Describe in-house production capabilities and process. Specify any work that may be sub-contracted.

11. Describe process and flexibility in scheduling a project which includes delivery and installation. Specify ability to handle shortened delivery schedules.
12. Provide your firm's procedure for removal of debris and wrapping / packaging materials from the premises.
13. Provide a sample quote to include the following detailed information, but not limited to:
 - Individual signage cost
 - Material cost
 - Graphic designer services cost
 - Delivery charges
 - Breakdown of installation (labor) hours /cost
 - Travel
 - Signage maintenance
 - Breakdown for all subcontracted charges
14. Provide your firms' payment policy (*i.e. Net 30, % at time of order, etc.*) and in what instances your firm would need to specify payment terms for specialized delivery /receiving requirements.
15. Specify if your firm accepts charge card payments. Provide associated fees, if applicable.
16. Provide your firm's replacement / return policy for any items showing evidence of defective materials or workmanship, including installation workmanship after notification.
17. Describe your firm's ability to provide adequate manpower to unload and install all equipment specified / ordered. Describe how your firm calculates installation fee.
18. Specify your firm's capability and acceptance of an onsite consultation.
19. Identify the type of supplies and equipment that your company typically utilizes to provide / perform "Signage and Banner Services" used for installation.
20. Indicate if your company is currently licensed through IMG College Licensing Company for James Madison University. If your company is not currently licensed, indicate whether you would be willing to become licensed.
21. Provide any other information regarding products, services, etc. that your firm would like for us to consider or that is unique to your firm.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of 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 (1) 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 addendum, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be

attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<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	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<u>100</u>

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) 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, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. 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. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. 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; 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. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 following date of delivery. Should any defect

be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

IX. METHOD OF PAYMENT

The contractor will be paid 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 pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

If any products or services listed (hourly rate, delivery, installation, travel, etc.) are different for any other Zone, state the pricing associated with each Zone.

Description	Hourly Rate/Cost
Signage Cost	% discount off list
Material Cost (<i>i.e. metal, vinyl, plastic, protectant, etc.</i>)	% discount off list
Graphic Designer Services	\$xx/hour
Delivery Charges	\$xx/hour
Installation (<i>technician</i>)	\$xx/hour
Installation (<i>technician/pickup truck</i>)	\$xx/hour
Installation (<i>technician/bucket truck</i>)	\$xx/hour
Installation (<i>technician/crane man lift, scaffolding</i>)	\$xx/hour
Maintenance (<i>i.e. cleaning of signage/banners</i>)	\$xx/hour
Travel Charges (<i>time / mileage to and from JMU jobsite</i>)	\$xx/hour
Subcontractor Charges	\$xx/hour

Consultation (<i>onsite</i>)	\$xx/hour
Other	\$xx/hour
Other	\$xx/hour
Other	\$xx/hour

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

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