



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6961

This contract entered into this 31st day of January 2025, by Club Colors Buyer, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From April 1, 2025 through March 31, 2027 with four (4) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP SLD-1200 dated February 21, 2024
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One dated, March 13, 2024
 - (e) Addendum No. Two dated, March 21, 2024
 - (f) Addendum No. Three dated, March 26, 2024
- (3) The Contractor's Proposal dated March 20, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated December 4, 2024
 - (b) Publicly Accessible Contract (PAC) Agreement, effective April 1, 2025

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

CONTRACTOR:

By: Club Colors

(Signature)

Jeff Baumet

Jeff Baumet (Feb 13, 2025 11:21 CST)

(Printed Name)

Title: Jeff Baumet

PURCHASING AGENCY:

By: Shanna Devers

(Signature)

Shanna Devers

(Printed Name)

Title: Lead Commodity Contract Officer

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for Club Colors Buyer
December 4, 2024

1. Parties agree that items within this Negotiation Summary modify RFP# SLD-1200 and the Contractor's response to RFP# SLD-1200 and that this Negotiation Summary takes precedence in conflict.
1. Contractor will bill the Purchasing Agency for royalty fees incurred on any royalty bearing orders for Promotional Items and Imprinting Services. Any internal campus orders made by James Madison University (JMU) department end-users containing any JMU marks or logos will incur a 12% royalty fee. Exemptions to the fee will be for Facilities Uniforms as well as purchases that do not carry JMU marks or logos. Royalty fees may vary by institution or purchasing agency.
2. Contractor's **Promotional Items** pricing schedule is as follows:
 - a. 20% discount off catalog items
 - b. Electronic Proofs- no additional cost
 - c. Contractor shall pass on discounted UPS shipping charges to the University and bill at cost
 - d. Contractor shall provide rush delivery services when requested, if applicable, and quotes will be provided based on product needs/details.
 - e. Contractor shall waive costs for restocking and shipping of returns/exchanges of damaged items.
 - f. Contractor shall waive associated costs for replacement of defective, broken, or damaged items.
 - g. Contractor shall not bill the Purchasing Agency charge card processing fees.
 - h. Prior to production and if requested, Contractor shall provide final product sample(s) *(with logo)* at no additional cost.
 - i. Set-up fees- no additional cost
3. Contractor's **Imprinting Services** pricing schedule is as follows:
 - a. Embroidery Pricing: *(Embroidery only, apparel/item not included)*

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$9.25	\$8.00	\$3.75	\$3.55	\$3.35	\$3.25	\$3.15	\$3.05	\$2.90
Up to 5000	\$9.25	\$8.00	\$3.75	\$3.55	\$3.35	\$3.25	\$3.15	\$3.05	\$2.90
Up to 6000	\$9.25	\$8.00	\$3.75	\$3.55	\$3.35	\$3.25	\$3.15	\$3.05	\$2.90
Up to 7000	\$10.55	\$9.45	\$5.50	\$4.40	\$4.10	\$4.00	\$3.85	\$3.70	\$3.20
Up to 8000	\$10.55	\$9.45	\$5.50	\$4.40	\$4.10	\$4.00	\$3.85	\$3.70	\$3.20
Up to 9000	\$12.75	\$10.95	\$5.60	\$5.40	\$4.95	\$4.70	\$4.50	\$4.50	\$3.95

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Up to 10000	\$12.75	\$10.95	\$5.60	\$5.40	\$4.95	\$4.70	\$4.50	\$4.50	\$3.95
Each Addtl. 1000 stitches	\$2.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.75	\$0.75	\$0.50	\$0.40

b. Personalization- contact for quote

c. Screen Printing Services Pricing: *(Screen Printing only, apparel/item not included)*

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	NA	NA	NA	NA	NA	NA	NA
12-23	NA	NA	NA	NA	NA	NA	NA
24-47	\$3.00	\$3.00	\$5.15	\$5.15	\$8.25	\$8.25	\$2.30
48-71	\$2.25	\$2.25	\$3.25	\$3.25	\$5.40	\$5.40	\$2.30
72-143	\$2.00	\$2.00	\$2.75	\$2.75	\$3.50	\$3.50	\$1.75
144-287	\$1.70	\$1.70	\$2.05	\$2.05	\$2.50	\$2.50	\$1.75
288-499	\$1.65	\$1.65	\$1.85	\$1.85	\$2.00	\$2.00	\$0.75
500-999	\$1.50	\$1.50	\$1.70	\$1.70	\$1.90	\$1.90	\$0.75
1,000-1,999	\$1.50	\$1.50	\$1.60	\$1.60	\$1.80	\$1.80	\$0.40
2,000-4,999	\$1.50	\$1.50	\$1.55	\$1.55	\$1.75	\$1.75	\$0.40
5,000-up	\$1.45	\$1.45	\$1.50	\$1.50	\$1.70	\$1.70	NA

d. Custom designing and creating artwork- no additional charge

e. Custom designing print screen and embroidery artwork- no additional charge

f. Prior to production and if requested, Contractor shall provide final product sample(s) *(with logo)* at no additional cost.

g. Contractor shall provide sample items, material, or color swatches at no additional cost.

h. Contractor shall pass on discounted UPS shipping charges to the University and bill at cost.

i. Contractor shall provide rush delivery services when requested, if applicable, and quotes will be provided based on product needs/details.

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- j. Contractor shall waive associated costs for the replacement of defective, broken, or damaged items.
- k. Set-up fees- no additional cost
- l. Contractor shall not bill the Purchasing Agency charge card processing fees.
- m. Prior to production and if requested, Contractor shall provide final product sample(s) (*with logo*) at no additional cost.

4. GENERAL

- a. Contractor shall maintain a CLC license for James Madison University for the duration of the contract. Any associated costs shall be the sole responsibility of the contractor.
- b. All deliveries made to the Purchasing Agency shall be FOB destination.
- c. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
- d. The contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.
- e. Contractor rescinds terms and conditions listed on sample invoice submitted with proposal for all invoices submitted to the University.
- f. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing and/or discounts.
- g. The following language shall be added to the contract:

PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor may be required to provide an Attestation of Compliance on an annual basis. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

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- h. Contractor agrees that James Madison University intends to exclusively utilize electronic catalogs for product sourcing and will not utilize any webstores or customized e-commerce platforms if offered by your firm, with the exception of eVA punchout catalogs. These options may be utilized by other universities, agencies, and localities.
- i. Contractor agrees that all exceptions taken within their initial response to RFP# SLD-1200 that are not specifically addressed within this negotiation summary are null and void.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 1st day of April 2025, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Club Colors Buyer, LLC, (“Vendor”).

TERM

The end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6961, dated January 31, 2025 (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor’s logo on the Consortium website

III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

Myra Haley
Club Colors Buyer, LLC
2000 Center Drive ED315
Hoffman Estates, IL 60192
Email: mhaley@clubcolors.com

ACCEPTANCE

For James Madison University



Shanna Devers
Buyer Senior

3/3/2025

Date

Agreement #: UCPJMU6961-PAC

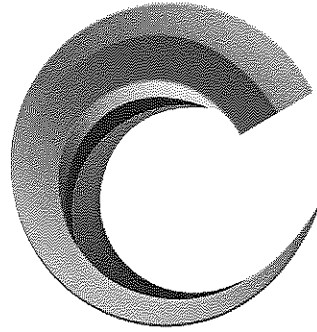
For Club Colors Buyer, LLC



Myra Haley
National Sales Manager

19/02/25

Date



Club Colors®

Cover Letter

Response to RFP# SLD-1200

James Madison University

Promotional Items and Imprinting Services

Full Response

EXECUTIVE SUMMARY

Club Colors provides premium branding solutions to the corporate and collegiate marketplace. We deliver innovative, impactful, and creative solutions that extend the reach of your brand. Our suite of services allows us to impact the various roles a brand plays in its ecosystem increasing the agility, flexibility, and speed in executing branding missions. Our return-on-investment mindset coupled with a relentless dedication to service delivers The Right Solution at the Right Place at the Right Time

Included in our bid you will find examples and details that will define how Club Colors will complete the scope of work that was identified in the RFP request. All materials and services have been identified and clearly documented for transparency and efficiency purposes. Club Colors has replied to and been awarded a multitude of preferred provider agreements with university partners across the country. Club Colors has also fully integrated with the Jaggaer e-Procurement system at Baylor University, UNC Greensboro, Clemson University, Emory University and Creighton University to name a few and would look forward to creating a customized punchout catalog for use at Princeton University.

As you review our proposal you will find that our experience in this field will exceed the expectations that have been provided. It is our pleasure to create internal branding experiences for our campus partners and their students. Our completed response will clearly identify the products and services that we can provide and have provided to many of our campus partners.

For official communications:

Myra Haley

National Sales Manager

Mhaley@clubcolors.com

336-207-0831

2000 Center Drive, East D315

Hoffman Estates Illinois 60192

COMPANY OVERVIEW

Club Colors provides premium branding solutions to the corporate and collegiate marketplace. One of the top 50 distributors of branded merchandise, we have served the branding needs of our campus and corporate communities for over 20 years. We deliver innovative, impactful, and creative solutions that extend the reach of your brand. Our suite of services allows us to impact the various roles a brand plays in its ecosystem increasing the agility, flexibility, and speed in executing branding missions. Our return-on-investment mindset coupled with a relentless dedication to service delivers The Right Solution at the Right Place at the Right Time

Our headquarters, located in Hoffman Estates, IL where our sales team, production team and customer service agents are housed in a 60,000 sq ft space including warehouse facilities. Our employee base is approximately 91 strong, with many being remote employees strategically located throughout the country to serve our client partners, which include over 700 campuses partners and 350 corporate partners. We service campus partners located across the nation and ship internationally to service those global campuses and communities.

Club Colors has competitively won agreements with universities all over the country including Vanderbilt University, Texas A&M University, University of California - Stanislaus, Seminole College, University of North Carolina – Charlotte, San Jacinto College, University of Pennsylvania. Recognized for our innovation, technology, and the creative solutions that we present to meet the needs of our clients, we would look forward to providing these services for your campus community as well.

RANGE OF SERVICES

Our robust suite of solutions includes, but is not limited to, the list of services below:

- Custom Branded Apparel
- Promotional Products
- Awards & Recognition Programs
- Kitting & Fulfillment
- Tradeshow Displays
- Spatial and Environmental Branding

We also specialize in online ordering by offering the below list of Technology solutions:

- Customizable Brand shops
- Focused Pop Shops
- Event Pop Forms
- Customized e-procurement catalog

COMPETITIVE EDGE

As a preferred partner to Club Colors, customer satisfaction will be our number one goal. To ensure performance levels adhere to our high expectations and standards, our teams have incorporated the SLA goals listed below. We utilize our reporting technologies, including an ERP and the Magento web platform, to monitor performance against these SLAs.

Account Management

Service Level Goals

Communication Response Goals

- Customer Email: 1 – 2 hours
- Customer Phone Call: Call or Email back within 2–3 hours if a missed call
- Domestic Quote Requests: Within 24 hours
- Unique Quote Requests: Within 24-48 hours
- Import Quote Requests: Within 48-72 hours

Order Goals.

- On-time delivery: 99.5%
- Flawless order execution: 99.75%
- Approved pre-production sample: 100%
- On Budget: 100%
- Accurate testing results: 100%
- Customer satisfaction: 99%

Account Team Metrics

- Speed to answer: 30 seconds or less
- Abandonment rate: 3% or less
- Accuracy: 99.97%
- Distribution & Fulfillment:
- On-time Delivery: 99%
- Production Pick Rate: 99.75%
- Order Cycle Times: 3 hours or less
- Return/Cancellation Rate: Less than 1%

Club Colors provides each of our partners with a dedicated brand advisor to support the campus and provide them with customized hyperlocal support. Our organization is structured to enhance the campus experience and to allow the brand advisor to focus on campus needs. The team structure found below will demonstrate our proposed account structure as well as further identify the dedicated resources which will be at your disposal.

ACCOUNT MANAGEMENT

JAMES MADISON UNIVERSITY

Account Management	Order Management, Production & Fulfillment	Marketing Support
Adam Stoczynski Division Manager	Tracy Przybylski Director of Operations & Controller	Nicole Berthold Marketing
Trey Affolter Brand Advisor	Thomas Streety Operations Manager	Charlene Guthrie Graphic Design
Gina Pydo Quality Control / Brand Coord.	Abraham Salas Production Supervisor	Sara Muszanski Graphic Design
		Hallie Bartlett BrandShop Admin

Adam Stoczynski – Division Manager - College

Adam has been a key member of the Club Colors team for over 8.5 years. Starting directly out of college from the University of Iowa, Adam has tackled every opportunity presented to him to climb the steps into management. Adam has led by example regarding work ethic, activity, strategy, and culture. Adam has designed tactics and methods to organically grow collegiate accounts through elite account management, communication, and demonstrated sales skills on a campus. His passion and energy are contagious and reflect the vision of the Club Colors culture required to drive growth and a partnership with clients, rather than being just another vendor.

Trey Affolter – Campus Development Representative

Trey Affolter will be your day-to-day content expert, working directly with your campus partners. Trey graduated from the St. Ambrose University with a bachelor's degree in marketing and management. He has used his experience to create product synergy and deliver premium customer service to better serve his campus partners. Trey is approaching 1 year with Club Colors and in that time, he has quickly grown, participated, and excelled, in all of Club Colors educational training systems. He's become an expert in branding, and understanding the collegiate market, not only in terms of events and marketing, but the business side of how a campus operates. Trey was strategically placed with James Madison University for his ability to build relationships on a campus, attention to detail, and devotion to elevate a brand.

Customers are able to contact Adam, Trey, or any of our customer service representatives to express any need, concern or issue that they may have. Adam & Trey will be available Monday – Friday from 9am-6pm to support campus needs and are available to set up custom meeting times outside of the normal work week when needed. The Club Colors team is always armed with their laptops and able to manage urgent needs, even when not working in the office.

E-Proucrement Connectivty | Project Scope Exmpamples

Club Colors currently works with campus partners that utilize e-procurement systems exclusively for their internal branded purchases. At this time Club Colors provides customized catalogs to campuses that utilize: Jaggaer, Unimarket, ESM Solutions, Coupa and Arriba. We provide partners customized catalogs that showcase both apparel and gift items as well as their approved logos for internal branding and we have a specific space created within the catalog for unique custom items that may not be available in the curated catalog.

Club Colors brand advisors work with campus partners to guide and enhance policy and process. When working with campus partners that are not familiar with an e-market place or wish to process an order a different way, we simply make the punchout catalog more efficient and user friendly for the campus partner. Brand advisors walk our campus customers through the punchout catalog process as well as proper licensing usage everyday. Once we have been provided the requirements that each University wishes to utilize your dedicated brand advisor becomes an extension of your procedures and helps to ensure 100% compliance with policy.

Club Colors is already integrated with Jaggaer and receives purchase orders and sends invoices via cXML for punchout customers. Our lead designer works directly with your Jaggaer representative and your e-procurement team members during integration and testing to ensure that all information flows as requested.

ADDITONAL FEATURES

Club Colors believes in a data driven approach to ensuring we are meeting the SLAs we promise to our clients. At all stages of the client experience, we have KPIs in place to validate that we are meeting expectations. Our standard BRANDIQ reports are reviewed during our QBRs and measure the following:

- | | | |
|---------------------|----------------------|--------------------|
| • Sales | • Product Categories | • Cutomer Service |
| • YOY Trends | • Sales Channel | • Inventory Status |
| • Sales by Function | • Program Savings | • Service Level |

James Madison University may take a look at current catalogs by clicking on the below links which will show three separate, and current, customized e-procurement catalogs with these university partners. In each of these punch out examples Club Colors successfully integrated with Jaegger e-procurement systems and created a fully customized catalog meeting each of these university partners' profiled needs.

<https://creighton.ccbrands.com/>

<https://clemsonuniversity.ccbrands.com>

<https://uncgreensboropromos.ccbrands.com>

As you will see by visiting any of the live catalogs above we provide a wide assortment across multi-channel categories including but not limited to custom branded apparel, a wide array of hardgoods, as well as focused bags and accessories. Within our catalogs we often also highlight eco-friendly items. Most importantly our catalog is flexible and is equipped to incorporate newly customized items as well. We offer a variety of sourcing options for custom pieces as new opportunities present themselves. These items can be incorporated into the catalog as needed, so that all transactions will run through the punchout catalog following procurement policies and procedures.

Apparel offerings are not limited and we can provide a multitude of brands and styles for our campus partners from high end products and retail brands like Peter Millar and Patagonia, to budget friendly garments like Gildan and Port & Company. We can customize our catalog to include only university specific colors and neutrals or offer up every available color for each garment. Our catalogs are updated regularly and continue to remain current and on trend with the national market as well as collegiate focused. We will have product lines that range from extra-small to 6 extra-large. Our product categories are inclusive of body-types and most pieces will provide mirrored pieces in both a female silhouette and male silhouette.

Drinkware selection will include all forms of drinkware and brand names. We provide Yeti, Nalgene, Swell and more to our campus partners. From your traditional ceramic mug to a current completely sustainable glassware. Again our catalog is not limited and any custom request can and will be uploaded into the catalog for departmental purchase or need. A wide assortment of bags within our catalog, that include eco-friendly totes and back packs, as well as string backpacks and professional bags of all styles round out our accessories offerings.

Our catalog comes with a complete array of technology friendly assortments, great gift giveaway options, as well as, health and beauty customizable items. Because of our internal control and customization of the catalog, any item in the promotional world can be sourced and entered into the catalog for the campus customer.

ADDITIONAL INFORMATION

Club Colors works with each campus to create a customized catalog that is reflective of the most requested promotional items in the market and is a reflection of your campus mission and needs. When approved to provide a punchout catalog to a campus partner we work with both the e-procurement team and the Trademarks & Licensing office to provide a catalog that will be efficient and a positive reflection of the campus brand.

The creation of a customized catalog takes anywhere from 2 weeks to 4 weeks to create depending on Trademarks & Licensing and specific design requests. We have completely implemented and launched a customized catalog in 2 weeks and have also taken 6 months to launch a catalog at the request of the University. Our typical timeline would hold 4 weeks for creation, 2 weeks for testing with an ultimate launch date within 2 months of greenlight.

When creating the catalog we also work with the procurement team and Trademarks & Licensing on the most effective communication processes and how to best educate the potential users on campus. We provide specific news release articles for the procurement team and also offer to co-host educational sessions with the procurement team to showcase the new catalog and how efficient and effective the process is for the end user. Our marketing and outreach is based on the request and availability the campus providers for us. We have co-hosted educational sessions at Duquesne University as well as San Jacinto with a 80% turn out for those invited and positive feedback on the educational and use documentation.

Club Colors works with each campus to create a customized catalog that is reflective of the most requested promotional items in the market and reflects your campus mission and needs. When approved to provide a punchout catalog to a campus partner we work with both the e-procurement team and the Trademarks & Licensing office to provide a catalog that will be efficient and a positive reflection of the campus brand.

Using UPS, FedEx and USPS allows us to track and rely on specific shipping schedules and delivery times to shipping locations. We provide production time and shipping delivery estimations within all proposals provided to our campus customers. When proposing screen print we produce within 4-6 business days of art approval and shipping to the ECU campus is within a 2 day ship. When proposing embroidered items, we produce within 8-10 days of art approval and shipping to the ECU campus is within a 2 day ship. For customized kitting projects or special event projects we provide production time and shipping schedule for our campus partners.

We have many items in our catalog that ship within 24 hours and can recommend these items depending on the need by day for our client's events. Our ability to manage rush orders and keep cost low is based on our in-house capabilities and ownership of our production lines. Club Colors has the ability to be nimble and efficiently maneuver our production line to meet required in-hands dates without charging our campus partners rush fees.

There will be times when a rush processing fee or expedited shipping is required, to meet the in-hands date for the campus. These charges vary by product and deadline, we do explain and include these fees within our proposal we provide to our campus partner. We utilize UPS for our standard and rush deliveries. If the campus partner has a preferred delivery method or partner, we can utilize the campus partner shipping information if permitted by University. Based on the size, and or product, we do utilize other means of delivery to best serve our campus partners. All delivery details are reviewed with the campus customer before the order is placed.

Club Colors is dedicated to your brand and works diligently with campus Trademarks & Licensing departments to uphold all brand standards. We maintain great relationships with various licensing agencies, and we are currently an approved licensed vendor to produce internal promotional products for James Madison University. Club Colors does not move any orders into production until we have received the written approval from the licensing. We have a 20 plus year history within the collegiate environment and understand how vital the brand is to the recognition of the campus. Our brand ecosystem that we provide to every campus partner is built on a foundation of protecting and promoting the University's marks.

Your dedicated brand advisor will leverage their expertise to shape decoration conversations with campus partners. As your Advisor works with campus departments or student groups to create customized items, they will use the brand policies and our own DesignLab team to create logos and marks that will be approved by your licensing agency and the campus customer. Club Colors navigates unauthorized logo conversations with campus partners every day. We consider it part of protecting the brand and the customer when we take an unauthorized logo and create a decoration that will be approved by Trademarks & Licensing and be approved by the customer.

Customers are able to contact their Advisor, or any of our customer service representatives to express any need, concern or issue that they may have. Club Colors team members may be reached by phone, email, and via live chat features on our website and are available Monday – Friday from 9am-6pm to support campus needs and available to set up custom meeting times outside of the normal work week when needed. Our team is designed to effectively and efficiently provide service and feedback for our customers within the same business day.

REFERENCES

1. UNC Charlotte - Custom e-procurement Punchout Catalog and Internal Branding Services
Rachel Skipworth, Bookstore and Licensing Program Manager
9201 University City Blvd, Charlotte NC 28223
Phone: (704) 687-7683 Email: dskipwor@uncc.edu
2. Northwestern University - Customized Internal Branding Services, Events and Department needs
Ellen L. Barnes, Manager of Trademark Licensing
2020 Ridge, Rm 236, Evanston, IL 60208
Phone: (847) 491-3274 TBD Email: e-barnes@northwestern.edu
3. Loyola Marymount University – Admissions Projects, Internal Branding Services
Jacob Dye, MBA, Associate Athletic Director Marketing & Fan Engagement
Gersten Pavilion 009. MS 8505 1 LMU Drive, Los Angeles, CA 90045-2659
Phone: (310) 338-8873 Email: Jacob.Dye@lmu.edu
4. Georgia Southern University - Internal Branding, Including Athletics, Events and Departments
Derick Robertson, Director of Retail Services
1332 Southern Drive Statesboro GA 30458
Phone: (912) 478-6506 Email: wrobertson@georgiasouthern.edu
5. Utah Valley University - Years of Service HR Award Program
Matthew Chambers, Director - Campus Store Marketing
800 West University Pkwy Orem UT 84 058
Phone: (801) 863-7628 Email: Matthew.Chambers@uvu.edu

INTERNAL COMMITMENT TO DIVERSITY & INCLUSION

At Club Colors, we pride ourselves in the inclusive working environment our staff has created for over 20 years. We provide employment opportunities, both internally and externally, to employees and applicants without regard to gender, culture, religion, age, race and all other protected characteristics. Our team environment is supported monthly through employee engagement activities, weekly team meetings, and our end of year Presidents Club.

At our core, our employees are our most valuable asset in ensuring our culture and mission of The Right Solution at The Right Place at The Right time. It is essential to our business to foster a diverse employee pool of talent and provide the resources needed to succeed as they perform both internally amongst their peers, as well as, externally with our clients.

Employee Well-being is paramount and we prioritize physical, mental, and emotional health through supportive work environments, benefits, wellness programs, and professional development. With a strong belief in community engagement we have active participation in local initiatives, charitable contributions, and community outreach programs. Club Colors values employee well-being and community engagement, ensuring a supportive work environment and active participation in local community initiatives. This reflects a deep commitment to social responsibility.

DIVERSE PARTNER COMMITMENT

Club Colors is committed to conducting our business in accordance with the highest ethical standards, and compliance with the laws of the countries in which we buy and sell our products. We go above and beyond to achieve a workplace that follows local and national laws. Club Colors is also a member of the Facilis buying groups, which allows us to leverage further the collective spend of the group to derive benefits for our client partners. Club Colors maintains our C certificate with the Fair Labor Association and is dedicated to ensuring that our team and manufacturers follow the same FLA guidelines. Internally we have our own Social Responsibility Committee that meets monthly to review current issues and maintain our dedication to sustainability and product sourcing.

Club Colors has supplier relationships that are factory direct in various regions of the world. These strategic partnerships allow us to provide the opportunity to make strategic buys in cases where our clients want to leverage their buying power on bulk purchases of certain goods. These relationships allow us to minimize the impact of global events and potential tariffs in an ever-changing global economy. We proactively manage our supplier base to ensure availability of a product, quality of goods, consistency in logo decoration, and competitive pricing. As part of our process, we meet with our suppliers and decorators quarterly so that we stay informed of changing market conditions.

COST SERVICES

Club Colors will provide quantity price breaks for all clothing, promotional gifts (ex: lanyards, drinkware, tailgate items, desk accessories, home goods, etc) and award / trophy orders. In addition to providing quantity price breaks Club Colors will also provide 20% off catalog pricing for our Clothing and Promotional items.

In addition, Club Colors will waive the following:

- Set-up fees
- Imprinting fees
- Engraving fees
- Embroidery fees
- Storage fees

Shipping/freight fees are provided in the proposal process and Club Colors is a tier 1 partner with UPS, and that allows us to pass along significant savings to our campus partners. We can also utilize the client's 3rd party shipping number if that would be preferred and/or approved.

Club Colors provides our partners with 10 hours of waived design services fees every month. After 10 hours have been used the cost for these services is \$75.00 an hour and is provided in a proposal before being charged. Design Services are defined as new campaigns, marketing designs and or digital services. Art proofs are not considered 'Design services' and included in the Set-up Fees and are waived.

SPATIAL BRANDING

- Signage
- Wall Graphics
- Window Graphics
- Floor Graphics
- Wayfinding
 - & More!

Rough draft concept visuals for all proposed spaces intended for install will be reviewed on a case by case basis for individual projects. Based on photos taken by Club Colors or the provided by the Client, it's possible to be able to estimate a cost within 10%-15% of the final cost after accurate measurements have been taken.

Site survey for measurements and site inspection will be the next step in the design and quoting process. Measurements are confirmed by the Club Colors Design Lab Team and print-ready Artwork is created and provided to vendor partners to create art-concept proofs and accurately confirm pricing quotations.

A final survey of the site, prior to install beginning is taken and project moves forward.

IV – STATEMENT OF NEEDS

Section A: *Promotional Items*

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price.

- <https://signaturecollection.clubcolors.com/>

2. Describe ability to customize an electronic catalog for James Madison University.

Club Colors currently works with campus partners that utilize e-procurement systems exclusively for their internal branded purchases. At this time Club Colors provides customized catalogs to campuses that utilize: Jaggaer, Unimarket, ESM Solutions, Coupa and Arriba. We provide partners customized catalogs that showcase both apparel and gift items as well as their approved logos for internal branding and we have a specific space created within the catalog for unique custom items that may not be available in the curated catalog.

Club Colors brand advisors work with campus partners to guide and enhance policy and process. When working with campus partners that are not familiar with an e-market place or wish to process an order a different way, we simply make the punchout catalog more efficient and user friendly for the campus partner. Brand advisors walk our campus customers through the punchout catalog process as well as proper licensing usage everyday. Once we have been provided the requirements that each University wishes to utilize your dedicated brand advisor becomes an extension of your procedures and helps to ensure 100% compliance with policy.

Club Colors is already integrated with Jaggaer and receives purchase orders and sends invoices via cXML for punchout customers. Our lead designer works directly with your Jaggaer representative and your e-procurement team members during integration and testing to ensure that all information flows as requested.

3. Describe ability to provide electronic proofs.

- Club Colors provides all Art Proofs Electronically in PDF Format.

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

- Referenced earlier in this document, Club Colors provides each of our collegiate partners with a dedicated brand advisor to support all their direct needs while providing them with hyper-focused in-house support. Trey Affolter is one of our best and brightest and will be dedicated to James Madison University. Our Brand Advisor team is available real-time via live chat, text, email, and phone. We pride ourselves on providing best-in-class service and making it easy to contact us.

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

- Ordering: Trey Affolter - Phone: 847-744-6053 - Email: taffolter@clubcolors.com
- Invoicing: Maya Potepa-Stoklosa - Phone: 847-744-6074 - Email: mpotepa@clubcolors.com
- Customer Service: Trey Affolter - Phone: 847-744-6053 - Email: taffolter@clubcolors.com

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

- Club Colors has replied to and been awarded a multitude of provider agreements with university partners across the country; such as Baylor University, UNC Greensboro, Clemson University, Emory University and Creighton University to name a few.
- The Dedicated Campus Brand Advisor communicate across varying campus departments for each and every individual order.

7. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. Firm shall be licensed prior to an award of a contract. Licensing information can be found at: <https://clc.com/get-licensed/>

- Club Colors is not currently licensed with James Madison University; however, we are currently licensed with over 700 University Partners across the county; licensed through CLC, Exemplar, Affinity, Fanatics, Nexus, and independent programs. We have also been awarded a competitive agreement with George Mason University, part of VASCUPP. If awarded, we will submit our licensing application through CLC.

8. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.

- Club Colors is dedicated to your brand and works diligently with campus Trademarks & Licensing departments to uphold all brand standards. We maintain great relationships with many licensing agencies, we are currently an approved licensed vendor to produce internal promotional products with CLC, EXEMPLAR, Affinity and Nexus.
- Club Colors does not move any orders into production until we have received the written approval from the customer and Brand Manager 360 (CLC's licensing portal for approval). We have a 20 plus year history within the collegiate environment and understand how vital the brand is to the recognition of the campus. Our brand ecosystem that we provide to every campus partner is built on a foundation of protecting and promoting the University's marks.

9. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo.

- If a campus customer would like to see a Spec Sample or decorated sample, the cost would be included in the proposal to the customer. Spec Sample cost vary by product and decoration method. The customer would have the ability to see the cost and the digital art proof to determine if a Spec Sample is needed.

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

- Order minimums will vary by item; all minimums are communicated during initial inquiry.

11. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination.

- We work with our clients to determine the best carriers based on order type, item, and destination. Using UPS, FedEx, USPS, DHL, Sure post, or 3rd Party Shipping, this allows us to track and rely on specific shipping schedules and delivery times to shipping locations across the nation and across the globe.
- Club Colors owns and operates their own production schedules. Controlling production times and prioritizing orders of importance. We provide production and shipping delivery estimations within all proposals provided to our corporate customers. When proposing screen print, we produce within 4-6 business days of art approval. When proposing embroidered items, we produce within 8-10 days of art approval. For customized kitting projects or special event projects we provide production time and shipping schedule for our partners based on specific requests outlined.
- We have many items in our catalog that ship within 24 hours and can recommend these items depending on the need by day for our client's events. Our ability to manage rush orders and keep cost low is based on our in-house capabilities and ownership of our production lines. Club Colors has the ability to be nimble and efficiently maneuver our production line to meet required in-hands dates without charging our partners rush fees.

12. Describe process for packaging orders.

- Standard packaging is included. Custom packaging can be designed and quoted out depending on needs.

13. Describe return and exchange policies.

- **Order Cancellation and Changes:** Once an order has been placed, the client may only cancel all or part of the order if production on the item(s) have not yet begun. Additional items may not be added to an existing order and items in the original order may not be updated pertaining to the size, color, logo, or decoration location. The quantities of original ordered items may be decreased, but not increased, if production has not yet begun. If additional items are needed, a new order must be placed. Items removed from the order will be refunded to the original payment method if payment has been processed.

- 14. Describe the process for replacement of defective, broken, or damaged promotional items.**
 - Broken or damaged items will be replaced or credited.
- 15. Describe quality control process(s).**
 - Club Colors has a team of Project Coordinators that work alongside our Brand Coordinators and Brand Advisor throughout every step of the order process to review and confirm Quality Assurance at the highest level.
- 16. Provide sample quote showing list price, contract price and percentage off published list price.**
 - Attached.
- 17. Describe payment options available.**
 - We accept all major credit cards, university purchasing cards, and university issued purchase orders.
- 18. Provide a sample invoice and preferred method of payment.**
 - Attached.
- 19. Specify if offeror accepts charge card payments.**
 - We accept all major credit cards and university purchasing cards.
- 20. Provide any incentive rebate options or packages.**
 - Club Colors does not provide an additional rebate program outside of the below identified benefits.
 - 20% discount off catalog pricing.
 - Discounted rate for Design Lab Marketing Agency services from \$350 hourly rate to a \$125 rate.
- 21. Identify any other goods or services being offered including set-up fees.**
 - Club Colors does not charge setup fees.

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

- 1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)**
 - Club Colors utilizes an on-demand production strategy that provides a wide array of product options without any inventory commitments while also maintaining speed to market; inclusive of Embroidery, Screen Printing, Embossing, Etching and Engraving.
 - Our state of the art 60,000 square foot facility allows for the in-house processing of the following services: Embroidery, Screen Print, and Heat Seal with over 16 decorating machines and can process over 10,000 logos per day.

- 2. Provide details of minimum order requirements, if applicable.**
 - Order minimums will vary by item; all minimums are communicated during initial inquiry.
- 3. Provide pricing for embroidery services in Section X. Pricing Schedule, B. 1.**
 - See Section X
- 4. Provide a complete embroidery pricing guide in Section X. Pricing Schedule, B. 2.**
 - See Section X
- 5. Provide pricing for screen-printing services in Section X. Pricing Schedule, B. 3.**
 - See Section X
- 6. Provide a sample of a design for both screen printing and embroidery. Each sample shall be properly tagged or labeled with the name of the offeror. Samples shall be provided at no cost to James Madison University. Samples will not be returned.**
 - These will be included with our submission and response.
- 7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in Section X. Pricing Schedule, B. 4.**
 - When designing and creating artwork our turnaround times are between 24 and 48 hours; there are no associated costs with this process.
- 8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for design and artwork in Section X. Pricing Schedule, B. 5.**
 - When designing and creating artwork our turnaround times are between 24 and 48 hours for screenprint, the same timeline is appropriate for embroidery items as well; with the additional 24 hours digitizing embroidery from Art Proofs; there are no associated costs with this process.
- 9. Provide the lead time for embroidered products from time of order placement until delivery.**
 - When proposing embroidered items, we produce within 8-10 days of art approval and can ship within 2-3 business days.
- 10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (Example: Adobe Creative Cloud)**
 - Club Colors can receive Art Files in AI, EPS, and Vector Formats; we can also accept JPG, PNG, and PDF's.
 - The added advantage of our internal Design Lab Team allows us for complete freedom when utilizing design services.

11. Describe timeframe for providing adequate sample items, materials, or color swatches. (i.e. number of days for review at no charge to the University) Provide associated costs in Section X. Pricing Schedule, B. 6.

- Club Colors does not charge our campus partner for sample items or materials or color swatches that are non-decorated.

12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4” full filled-in logos.

- Club Colors internal design team handles all digitizing of Logos for embroidery for any size specification or stitch count.

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

- Club Colors internal design team can receive logo image files in the following formats: AI and EPS; we also accept Vector files, PNG, and JPG.

14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in Section X. Pricing Schedule, B. 7.

- We work with our clients to determine the best carriers based on order type, item, and destination. Using UPS, FedEx, USPS, DHL, Sure post, or 3rd Party Shipping this allows us to track and rely on specific shipping schedules and delivery times to shipping locations across the nation and across the globe.
- Club Colors owns and operates their own production schedules. Controlling production times and prioritizing orders of importance. We provide production and shipping delivery estimations within all proposals provided to our corporate customers. When proposing screen print, we produce within 4-6 business days of art approval. When proposing embroidered items, we produce within 8-10 days of art approval. For customized kitting projects or special event projects we provide production time and shipping schedule for our partners based on specific requests outlined.
- We have many items in our catalog that ship within 24 hours and can recommend these items depending on the need by day for our client's events. Our ability to manage rush orders and keep cost low is based on our in-house capabilities and ownership of our production lines. Club Colors has the ability to be nimble and efficiently maneuver our production line to meet required in-hands dates without charging our partners rush fees.

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

- Club Colors do not accept returned goods.

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

- Attached.

17. Provide sample invoice and preferred method of payment

- Attached.

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

- Attached.

19. Describe payment options available.

- Our preferred method of payment is ACH, but can accept Credit Cards and paper checks as well.

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

- Club Colors does not charge a credit card processing fee. Our preferred method of payment is ACH, but can accept Credit Cards and paper checks as well.

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

- Referenced earlier in this document, Club Colors provides each of our collegiate partners with a dedicated brand advisor to support all their direct needs while providing them with hyper-focused in-house support. Trey Affolter is one of our best and brightest and will be dedicated to James Madison University. Our Brand Advisor team is available real-time via live chat, text, email, and phone. We pride ourselves on providing best-in-class service and making it easy to contact us.

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

- Ordering: Trey Affolter - Phone: 847-744-6053 - Email: taffolter@clubcolors.com
- Invoicing: Maya Potepa-Stoklosa - Phone: 847-744-6074 - Email: mpotepa@clubcolors.com
- Customer Service: Trey Affolter - Phone: 847-744-6053 - Email: taffolter@clubcolors.com

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

- Club Colors has replied to and been awarded a multitude of provider agreements with university partners across the country; such as Baylor University, UNC Greensboro, Clemson University, Emory University and Creighton University to name a few.
- The Dedicated Campus Brand Advisor communicate across varying campus departments for each and every individual order.

24. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. Firm shall be licensed prior to an award of a contract. Licensing information can be found at: <https://clc.com/get-licensed/>

- Club Colors is not currently licensed with James Madison University; however, we are currently licensed with over 700 University Partners across the county; licensed through CLC, Exemplar, Affinity, Fanatics, Nexus, and independent programs. We have also been awarded a competitive agreement with George Mason University, part of VASCUPP. If awarded, we will submit our licensing application through CLC.

25. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.

- Club Colors is dedicated to your brand and works diligently with campus Trademarks & Licensing departments to uphold all brand standards. We maintain great relationships with many licensing agencies, we are currently an approved licensed vendor to produce internal promotional products with CLC, EXEMPLAR, Affinity, and NEXUS.
- Club Colors does not move any orders into production until we have received the written approval from the customer and Brand Manager 360 (CLC's licensing portal for approval), or other confirmed licensing platform. We have a 20 plus year history within the collegiate environment and understand how vital the brand is to the recognition of the campus. Our brand ecosystem that we provide to every campus partner is built on a foundation of protecting and promoting the University's marks.

26. Describe plan for providing pre-production samples of embroidery and screen printing items. (i.e. number of days for review at no charge to the university)

- Club Colors provides non-decorated samples at NO cost to our client partners. If a campus customer would like to see a Spec Sample or decorated sample, the cost would be included in the proposal to the customer. Spec Sample cost vary by product and decoration method. The customer would have the ability to see the cost and the digital art proof to determine if a Spec Sample is needed.

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

- Club Colors does not charge setup fees.

X. PRICING SCHEDULE

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. *(Reference Section IV. Statement of Needs, A. 1.)*
 - Club Colors will provide a 20% Discount on our catalog list pricing.
2. The offeror shall provide associated costs for electronic proofs. *(Reference Section IV. Statement of Needs, A. 3.)*.
 - Club Colors does not charge for electronic art proofs. That is a standard practice that is provided for every order Club Colors creates. We do not move forward with production until the client and the Trademarks and Licensing team has approved the provided Art Proof
3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. *(Reference Section IV. Statement of Needs, A. 11.)*
 - Club Colors works to reduce the cost for our campus partners. Having product available that can be produced within 24 hours of art approval. This is a limited availability compared to the 9 million skus we have available, but does reduce the cost of Rush in many situations. Club Colors does have RUSH services available and those are based on the item needed and would be quoted based on customer need and details. Club Colors provides our discounted shipping rate with UPS to all of campus partners, but can also utilize the client's 3rd Party Shipping Account if that is preferred. We do not have a manufacturer order delivery cost.
4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 13.)*
 - Club Colors provides custom created goods and guarantees satisfaction of the decoration and product quality. Any item that may arrived damaged will be exchanged or refunded based on customer's immediate need. There would be no restocking fee for damaged item.
 - Because items created by Club Colors are custom and decorated, we do not offer exchanges.
5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 14.)*
 - Broken or damaged items will be replaced or credited.

6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 19.)*
 - Club Colors does not charge a credit card processing fee. Our preferred method of payment is ACH, but can accept Credit Cards and paper checks as well.
7. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Section IV. Statement of Needs, A. 21.)*
 - Club Colors does not charge Set-up fees for our promotional or apparel orders. Club Colors does offer Spatial Branding Services, Trade Show Booth Services as well as Kitting Projects for campus partners. Those specialty orders do come with cost that are clearly defined in the quotes and proposals that would be provided to the client if those services were of interest.
8. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. *(Reference Section IV. Statement of Needs, A. 9.)*
 - Club Colors provides non-decorated samples at NO cost to our client partners. If a campus customer would like to see a Spec Sample or decorated sample, the cost would be included in the proposal to the customer. Spec Sample cost vary by product and decoration method. The customer would have the ability to see the cost and the digital art proof to determine if a Spec Sample is needed.

B. Embroidery and Screen Printing

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

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$9.33	\$8.12	\$3.90	\$3.79	\$3.68	\$3.57	\$3.46	\$3.35	\$3.13
Up to 5000	\$9.33	\$8.12	\$3.90	\$3.79	\$3.68	\$3.57	\$3.46	\$3.35	\$3.13
Up to 6000	\$9.33	\$8.12	\$3.90	\$3.79	\$3.68	\$3.57	\$3.46	\$3.35	\$3.13
Up to 7000	\$10.78	\$9.62	\$5.75	\$4.60	\$4.35	\$4.20	\$4.05	\$3.90	\$3.45
Up to 8000	\$10.78	\$9.62	\$5.75	\$4.60	\$4.35	\$4.20	\$4.05	\$3.90	\$3.45
Up to 9000	\$13.00	\$11.12	\$5.75	\$5.60	\$5.15	\$4.95	\$4.70	\$4.70	\$4.10
Up to 10000	\$13.00	\$11.12	\$5.75	\$5.60	\$5.15	\$4.95	\$4.70	\$4.70	\$4.10
Each Addtl. 1000 stitches	\$2.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.75	\$0.75	\$0.50	\$0.40

9. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) *(Reference Statement of Needs, Section B. Number 4)*

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

Quantity	Number of Colors						Each add'l color
	1	2	3	4	5	6	
1-11	\$NA	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA
12-23	\$NA	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA	\$ NA
24-47	\$3.25	\$3.25	\$5.39	\$5.39	\$8.53	\$8.53	\$2.50
48-71	\$2.47	\$2.47	\$3.57	\$3.57	\$5.67	\$5.67	\$2.50
72-143	\$2.21	\$2.21	\$2.96	\$2.96	\$3.71	\$3.71	\$2.00
144-287	\$1.95	\$1.95	\$2.35	\$2.35	\$2.76	\$2.76	\$2.00
288-499	\$1.82	\$1.82	\$2.05	\$2.05	\$2.28	\$2.28	\$1.00
500-999	\$1.76	\$1.76	\$1.92	\$1.92	\$2.08	\$2.08	\$1.00
1,000-1,999	\$1.72	\$1.72	\$1.83	\$1.83	\$1.94	\$1.94	\$0.50
2,000-4,999	\$1.70	\$1.70	\$1.79	\$1.79	\$1.87	\$1.87	\$0.50
5,000-up	\$1.68	\$1.68	\$1.76	\$1.76	\$1.85	\$1.85	\$0.25

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

- Club Colors provides basic digitizing of logos and graphics at no cost to the university. We do have an in-house design agency available to our campus partners if they need assistance with creating a logo for an event or a campaign. If the campus is looking to do a logo refresh or mascot update (we provide those services currently to campus partners). Basic design work is billed at \$300.00 an hour, but is reduced to \$125.00 an hour if awarded. Again, we do not charge design fees when fulfilling campus promotional or apparel orders, only when requested to create new designs. If the campus Marketing and Communications or Trademarks and Licensing group is interested in any refreshes or logo creations, we would provide a proposal to the team with associated cost.

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

- Club Colors does not charge for artwork that is being digitized for use with an apparel or promotional item order. If the campus customer is asking us to create new designs or artwork, that would be billed at a discounted rate of \$125.00 per hour. ***Special Note*** We are typically digitizing or refining licensed marks, departmental logos or student group logos for decoration and there is NO CHARGE associated with those processes. Art Proofs are always provided to the client and the Trademarks and Licensing team (CLC, Affinity, Fanatics, Exemplar, Nexxus, etc)

13. The offeror shall provide associated costs for sample items, material, or color swatches. (*Reference Statement of Needs, Section B. 11*)
- Club Colors does not charge our campus partner for sample items or materials or color swatches that are non-decorated.
14. The offeror shall provide associated costs for standard and rush orders. (*Reference Statement of Needs, Section B. 14*)
- Club Colors does not assign a cost for standard apparel and promotional item orders.
 - Rush Orders are based on the item and time frame that the item is needed. We also attempt to offset those costs by providing a line of items that can be produced within 24 hours once art is approved.
15. The offeror shall provide associated costs for returns for embroidery and screen printing items. (*Reference Statement of Needs, Section B. 15*)
- Club Colors will replace or refund any customized items that arrive damaged or if decoration is compromised from approved art
 - Club Colors does not have an allowance for customized items that are not damaged.
16. The offeror shall provide associated costs for set-up fees.
- Club Colors does not charge set-up fees for clothing or promotional item orders.
17. The offeror shall specify associated charge card processing fees. (*Reference Section X. Pricing Schedule, B. 20*)
- Club Colors does not charge a Credit Card processing fee.
18. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. (*Reference Statement of Needs, Section B. 27*)
- N/A



SOLD TO

James Madison University
JMU RFP
800 SOUTH MAIN STREET
HARRISONBURG, VA
US, 22807

SHIP TO

James Madison University
JMU RFP
800 SOUTH MAIN STREET
HARRISONBURG, VA
US, 22807

QUOTATION

#2110295-1

Date

Mar/21/2024

Contact

Adam Stoczynski

QTY DESCRIPTION

48 Sport-Tek Heather Colorblock Contender Polo

15-S, 15-M, 15-L, 13-XL - Black

48 Left Chest Embroidery Logo - JMU01

1 Club Colors Discount per - JMU RFP

UNIT PRICE EXTENSION

\$29.59 \$1,420.32

\$-355.08 \$-355.08

IL

United States

Tel : (800) 249-2582 x103

astoczynski@clubcolors.com

Ship Via

UPS Ground

FOB

Factory

Production Time

15 working days from artwork approval

Terms

Net 30 days

Tax #

Customer Instructions / Comments

Thank you for the opportunity to assist you with your branding needs. Your order will go into production once artwork has been approved. If you have any questions regarding your order, please contact your Brand Advisor.

Artwork EXTRA
S&H \$39.85
Tax EXTRA
Total \$1,105.09

CONDITIONS & ACCEPTANCE

DUE TO THE PROCESS OF MANUFACTURING ITEMS TO CUSTOM SPECIFICATIONS, OVERRUNS OR UNDERRUNS, OF NOT MORE THAN 10% WILL OCCUR. THESE WILL BE DEEMED ACCEPTABLE AND BILLED ON A PRO-RATA BASIS. THIS QUOTE SHALL NOT BE ACCEPTED AS AN ORDER UNTIL ACCEPTANCE THEREOF BY CLUB COLORS AND SUCH ACCEPTANCE MAY BE EITHER BY NOTIFICATION TO CUSTOMER OR BY OUR COMMENCEMENT OF WORK ON THE MERCHANDISE ORDERED.

YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THIS QUOTATION AND AUTHORIZES CLUB COLORS TO PROCEED WITH THIS ORDER. VALID FOR 30 DAYS.

Main Office

Club Colors

Remit payments only to:

P.O. Box 8253

Carol Stream, IL, IL

United States, 60197

Tel : (847) 490-3636

Toll Free : (800) 249-2582

Fax : (800) 205-8348

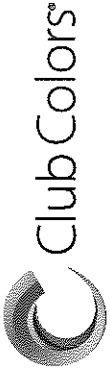
service@clubcolors.com

signaturecollection.clubcolors.com

NAME

SIGNATURE

DATE



SOLD TO

James Madison University
JMU RFP
800 SOUTH MAIN STREET
HARRISONBURG, VA
US, 22807

SHIP TO

James Madison University
JMU RFP
800 SOUTH MAIN STREET
HARRISONBURG, VA
US, 22807

QUOTATION

#2110295-2

Date

Mar/21/2024

Contact

Adam Stoczynski

250 Non-Woven Boat Tote

1 Setup Charge - Waived

1 Club Colors Discount per - JMU RFP

UNIT PRICE EXTENSION

\$2.59 \$647.50

\$-161.88 \$-161.88

IL

United States

Tel : (800) 249-2582 x103

astoczynski@clubcolors.com

Ship Via

UPS Ground

FOB

Factory

Production Time

15 working days from artwork approval

Terms

Net 30 days

Tax #

Customer Instructions / Comments

Thank you for the opportunity to assist you with your branding needs. Your order will go into production once artwork has been approved. If you have any questions regarding your order, please contact your Brand Advisor.

Artwork NO CHARGE

S&H \$21.95

Tax EXEMPT

Total \$507.57

CONDITIONS & ACCEPTANCE

DUE TO THE PROCESS OF MANUFACTURING ITEMS TO CUSTOM SPECIFICATIONS, OVERRUNS OR UNDERRUNS, OF NOT MORE THAN 10% WILL OCCUR. THESE WILL BE DEEMED ACCEPTABLE AND BILLED ON A PRO-RATA BASIS. THIS QUOTE SHALL NOT BE ACCEPTED AS AN ORDER UNTIL ACCEPTANCE THEREOF BY CLUB COLORS AND SUCH ACCEPTANCE MAY BE EITHER BY NOTIFICATION TO CUSTOMER OR BY OUR COMMENCEMENT OF WORK ON THE MERCHANDISE ORDERED.

YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THIS QUOTATION AND AUTHORIZES CLUB COLORS TO PROCEED WITH THIS ORDER. VALID FOR 30 DAYS.

NAME

SIGNATURE

DATE

Main Office

Club Colors

Remit payments only to:

P.O. Box 8253

Carol Stream, IL, IL

United States, 60197

Tel : (847) 490-3636

Toll Free : (800) 249-2582

Fax : (800) 205-8348

service@clubcolors.com

signaturecollection.clubcolors.com



INVOICE

Number 292143-1
Date 03/21/2024
Client ID 2110295
Rep Adam Stoczynski

INVOICE TO

James Madison University
 JMU RFP
 800 SOUTH MAIN STREET
 HARRISONBURG VA 22807

SHIP TO

James Madison University
 JMU RFP
 800 SOUTH MAIN STREET
 HARRISONBURG VA 22807

Ship Via	FOB	Customer Order No.	Terms		Tax Number
UPS Ground	Factory		Net 30 days		
Qty Shipped	Description			Unit Price	Extension
250	Non-Woven Boat Tote			\$2.59	\$647.50
1	Setup Charge - Waived			\$0.00	\$0.00
1	Club Colors Discount per - JMU RFP			(\$161.88)	(\$161.88)
Terms & Conditions By placing your order, you agree to Club Color's Terms & Conditions and Brand Sales Policies, available for review at www.shop.ccbrands.com . Thank you for your business!				Artwork	\$0.00
				S & H	\$21.95
				Sub-Total	\$507.57
				Tax	\$25.74
				TOTAL	\$533.31
				Deposit	\$0.00
				Balance Due	\$533.31

PLEASE REMIT PAYMENT TO MAIN OFFICE

Main Office :

Club Colors

Remit payments only to:, P.O. Box 8253

Carol Stream, IL, IL, United States 60197

Tel : (847) 490-3636 Fax : (800) 205-8348

Toll Free : (800) 249-2582

Website : signaturecollection.clubcolors.com



INVOICE

Number 292148-1
Date 03/21/2024
Client ID 2110295
Rep Adam Stoczynski

INVOICE TO

James Madison University
 JMU RFP
 800 SOUTH MAIN STREET
 HARRISONBURG VA 22807

SHIP TO

James Madison University
 JMU RFP
 800 SOUTH MAIN STREET
 HARRISONBURG VA 22807

Ship Via	FOB	Customer Order No.	Terms		Tax Number
UPS Ground	Factory		Net 30 days		
Qty Shipped	Description			Unit Price	Extension
48	Sport-Tek Heather Colorblock Contender Polo 15-S, 15-M, 15-L, 13-XL - Black			\$29.59	\$1,420.32
48	Left Chest Embroidery Logo - JMU01			\$0.00	\$0.00
1	Club Colors Discount per - JMU RFP			(\$355.08)	(\$355.08)
Terms & Conditions By placing your order, you agree to Club Color's Terms & Conditions and Brand Sales Policies, available for review at www.shop.ccbrands.com . Thank you for your business!				Artwork S & H Sub-Total Tax TOTAL Deposit Balance Due	 \$0.00 \$39.85 \$1,105.09 \$56.46 \$1,161.55 \$0.00 \$1,161.55

PLEASE REMIT PAYMENT TO MAIN OFFICE

Main Office :
 Club Colors

Remit payments only to:, P.O. Box 8253
 Carol Stream, IL, IL, United States 60197
 Tel : (847) 490-3636 Fax : (800) 205-8348
 Toll Free : (800) 249-2582
 Website : signaturecollection.clubcolors.com

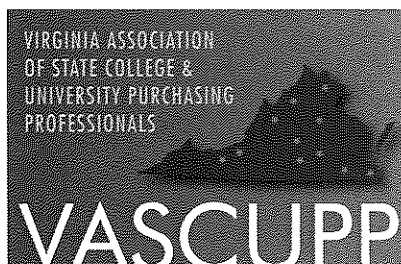


Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024



REQUEST FOR PROPOSAL

RFP# SLD-1200

Issue Date: February 20, 2024
Title: Promotional Items and Imprinting Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Two Years with Four (4) Additional Two (2) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 PM on March 27, 2024 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: Shanna Devers, Buyer Senior, Procurement Services, deverssl@jmu.edu; 540-568-3131; (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:

Club Colors Buyer, LLC

2000 Center Drive ED315

Hoffman Estates Illinois 60192

By:

Myra Haley
(Signature in Ink)

Name: Myra Haley

(Please Print)

Date: March 20th 2024

Title: National Sales Manager

Web Address: www.clubcolors.com

Phone: 336-207-0831

Email: mhaley@clubcolors.com

Fax #: N/A

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 MA #2 MA #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.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 14 Months 6

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 #
UNC Charlotte Rachel Skipworth	10 years	9201 Univ Blvd Charlotte NC 28223	704-687-7683
Northwestern / Ellen Barnes 9 years 2020 Ridge, RM 236 Evanston IL 60208 847-491-3274			
LMU / Jacob Dye 4 years Gersten Pavilion 1 LMU Drive Los Angeles, CA 90045 310-338-8873			
GSU / Derick Robertson 4 years 1332 Southern Drive Statesboro GA 30458 912-478-6506			
Matthew Chambers / Utah Valley Univ 2 years 800 West Univ Pkwy Orem UT 84058 801-863-7628			

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

Club Colors Buyer, LLC

2000 Center Drive ED315

Hoffman Estates Illinois 60192

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: Club Colors Buyer, LLC

Preparer Name: Myra Haley

Date: March 20th 2024

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: SLD-1200 Promotional Date Form Completed: 3-20-2024

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

Offeror / Proposer: Club Colors Buyer, LLC Address: 2000 Center Dr ED315 Hoffman Estates IL 60192 Contact Person/No. Myra Haley / 336-207-0821
Firm

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and [VENDOR NAME], ("Vendor").

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor's logo on the Consortium website
- III. Payment:
- A. Payment of PAC Annual Fee will arrive at the University no later than _____ of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.
 - B.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- C. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
Email: [Vendor Email]
Fax: [Fax]

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC



Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024



REQUEST FOR PROPOSAL

RFP# SLD-1200

Issue Date: February 20, 2024

Title: Promotional Items and Imprinting Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Two Years with Four (4) Additional Two (2) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 PM on March 27, 2024 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: Shanna Devers, Buyer Senior, Procurement Services, deverssl@jmu.edu; 540-568-3131; (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 # SLD-1200

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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 multiple contracts to provide Promotional Items and Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.) for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for two (2) years with an option to renew for four (4) additional two-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 academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, and lip balm. 2023 eVA Reports showed approximately \$1.5M in spend for JMU for promotional items and embroidery/screening printing services and multi-million dollar spend across Virginia.

Licensing JMU Trademarks, Logos, Seals, Indicia and Mascot: James Madison University (JMU) has assigned all rights, titles and interest in any trademarks, logos and insignias owned or acquired by the University to the James Madison University Foundation (JMUF). JMUF has established a licensing program to ensure that the public properly identifies and associates JMU on products bearing the institution's marks. Other institutions, agencies, localities, etc. utilizing the resulting contracts may have other licensing requirements other than CLC that vendors would need to adhere.

Any products which carry an approved mark or logo of the University will be covered by the licensing program. Merchandise bearing JMU trademarks and logos are limited to merchandise produced by manufacturers that are officially licensed to produce JMU's marks. Officially licensed manufacturers are licensed and registered by the Foundation's licensing agent, The Collegiate Licensing Company (<https://clc.com/home/get-licensed/>).

Campus organizations seeking to use JMU marks for fundraising projects, club projects, fraternity/sorority endeavors, etc. must first seek initial approval from the Associate Vice President for Business Services and then submit the proposal to a licensed manufacturer or to the JMU Foundation.

The contracts are intended to be **MANDATORY** for James Madison University Departmental end-users. Limited exemptions for certain items and services will be decided by Procurement Services. Multiple contracts shall be awarded with no certain dollar amount. While not "mandatory", other institutions may seek to utilize resulting contracts.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members. Further information about VHEPC may be found at the following website: <https://vhepc.org/>

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University desires to partner with contractors to provide quality promotional items and imprinting printing services. Offerors interested in responding to this solicitation may choose one or both areas to respond to under the Statement of Needs section of this RFP. Area A: Promotional Items and Area B: All Imprinting Services. The successful contractor(s) shall furnish goods and services in the area in which they provide a response.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.

It is the intent of this RFP to have multiple open award enrollment periods, at the University's option, during the Ten (10) Year Term. The University reserves the right to award to new Selected Firm(s) during these open enrollment periods. Selected Firm(s) pricing and discounts will remain for a period of two years from date of Contract. The University or the Selected Firm(s) may negotiate or re-negotiate pricing or service terms during the renewal period. Selected Firm(s) awarded in subsequent generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

A. Promotional Items

James Madison University desires to partner with contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. James Madison University shall provide and approve all logo(s) to be used on promotional items.

Contractor shall ensure that all "JMU Identity" guidelines are met when providing requested items. JMU's Official Graphic Standards," including colors, logos, photography, etc. can be found at: <https://www.jmu.edu/identity/index.shtml>

Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing

and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1.*

2. Describe ability to customize an electronic catalog for James Madison University.
3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.*
4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
5. List all contact information for ordering, invoicing, customer service, etc.
6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
7. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/>
8. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.
9. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 8.*
10. Provide details of minimum order requirements, if applicable.
11. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.*
12. Describe process for packaging orders.
13. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.*
14. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.*
15. Describe quality control process(s).
16. Provide sample quote showing list price, contract price and percentage off published list price.
17. Describe payment options available.
18. Provide a sample invoice and preferred method of payment.

19. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.*
20. Provide any incentive rebate options or packages.
21. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 7.*

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

James Madison University desires to partner with contractor(s) to provide quality Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.). Contractor(s) shall match thread colors and PMS to JMU identity standards, which can be found at <https://www.jmu.edu/identity/our-style/color.shtml> . Contractor(s) must have the capability for multiple color screen printing as well as the ability to embroider. JMU will retain ownership of any design work created for this contract.

1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).
2. Provide details of minimum order requirements, if applicable.
3. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.*
4. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.*
5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*
6. Provide a sample of a design for both screen printing and embroidery. Each sample shall be properly tagged or labeled with the name of the offeror. Samples shall be provided at no cost to James Madison University. Samples will not be returned.
7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in *Section X. Pricing Schedule, B. 4.*
8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in *Section X. Pricing Schedule, B. 5.*
9. Provide the lead time for embroidered products from time of order placement until delivery.
10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*)
11. Describe timeframe for providing adequate sample items, materials, or color swatches. (*i.e. number of days for review at no charge to the University*) Provide associated costs in *Section X. Pricing Schedule, B. 6.*
12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4” full filled-in logos.
13. Describe the process for vector artwork for logos that will be screen printed.

14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in *Section X. Pricing Schedule, B. 7.*
15. Describe return policy. Provide associated costs in *Section X. Pricing Schedule, B. 8.*
16. Provide sample quote showing list price, contract price and/or percentage off published list price.
17. Provide sample invoice and preferred method of payment.
18. Provide sample quote showing list price, contract price and percentage off published list price.
19. Describe payment options available.
20. Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.*
21. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request.
22. List all contact information for ordering, invoicing, customer service, etc.
23. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
24. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/>
25. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.
26. Describe plan for providing pre-production samples of embroidery and screen printing items. (*i.e. number of days for review at no charge to the university*)
27. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, B. 11.*

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison

University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and eight (8) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	15
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	20
5. Cost	20
	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which,

in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

2. To Subcontractors:

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

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) 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 two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the

contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Textile Products and Apparel, Rubber and Plastic, and other related indices. No price increases will be authorized for 360 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.
- Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
- The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- J. PURCHASING REPORTS: The contractor will be requested to provide James Madison University a statement covering the total dollar volume of purchases made under this contract periodically throughout the term of the contract.

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

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

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

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

- L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- N. 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.
- O. 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.

- P. 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.
- Q. 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.
- R. 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.
- S. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.
- T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- U. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- W. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however,

remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- X. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- Y. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- Z. LABOR LAWS: The contractor shall implement procedures to ensure items manufactured for James Madison University shall not be made in factories where any worker is under fifteen years of age *and* no worker is under the age permitted per local law; where forced labor is involved (prison labor, trafficked labor, indentured labor, bonded labor); nor in any factory where corporal punishment or other forms of mental or physical coercion is practiced. As an alternative the contractor may maintain affiliation with the Fair Labor Association through membership at their expense.

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 resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. (*Reference Section IV. Statement of Needs, A. 1.*)
2. The offeror shall provide associated costs for electronic proofs. (*Reference Section IV. Statement of Needs, A. 3.*)
3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. (*Reference Section IV. Statement of Needs, A. 11.*)

4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 13.)*
5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 14.)*
6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 19.)*
7. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Section IV. Statement of Needs, A. 21.)*
8. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. *(Reference Section IV. Statement of Needs, A. 9.)*

B. Embroidery and Screen Printing

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

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 5000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 6000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 7000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 8000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 9000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 10000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Each Addtl. 1000 stitches	\$	\$	\$	\$	\$	\$	\$	\$	\$

2. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) *(Reference Statement of Needs, Section B. Number 4)*
3. The offeror shall complete the following table for screen printing services. *(Reference Statement of Needs, Section B. 5.)*

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$	\$	\$	\$	\$	\$	\$
12-23	\$	\$	\$	\$	\$	\$	\$
24-47	\$	\$	\$	\$	\$	\$	\$
48-71	\$	\$	\$	\$	\$	\$	\$
72-143	\$	\$	\$	\$	\$	\$	\$
144-287	\$	\$	\$	\$	\$	\$	\$

288-499	\$	\$	\$	\$	\$	\$	\$
500-999	\$	\$	\$	\$	\$	\$	\$
1,000-1,999	\$	\$	\$	\$	\$	\$	\$
2,000-4,999	\$	\$	\$	\$	\$	\$	\$
5,000-up	\$	\$	\$	\$	\$	\$	\$

4. The offeror shall provide associated costs per hour for designing and creating artwork. *(Reference Statement of Needs, Section B. 7)*
5. The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. *(Reference Statement of Needs, Section B. 8)*
6. The offeror shall provide associated costs for sample items, material, or color swatches. *(Reference Statement of Needs, Section B. 11)*
7. The offeror shall provide associated costs for standard and rush orders. *(Reference Statement of Needs, Section B. 14)*
8. The offeror shall provide associated costs for returns for embroidery and screen printing items. *(Reference Statement of Needs, Section B. 15)*
9. The offeror shall provide associated costs for set-up fees.
10. The offeror shall specify associated charge card processing fees. *(Reference Section X. Pricing Schedule, B. 20)*
11. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Statement of Needs, Section B. 27)*

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 E: PAC Agreement

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and [VENDOR NAME], (“Vendor”).

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor’s logo on the Consortium website
- III. Payment:
 - A. Payment of PAC Annual Fee will arrive at the University no later than _____ of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.
 - B.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- C. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
Email: [\[Vendor\]](#) Email]
Fax: [Fax]

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC



March 13, 2024

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: Promotional Items and Imprinting Services
RFP Closing On: **March 27, 2024 at 2:00 p.m.**

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

1. Question: CLC noted that some orders may incur an additional 7.5% royalty fee. Clarify the percentage of orders that will incur this fee.

Answer: For James Madison University, the 7.5% royalty fee is charged to vendors for orders not paid with state funds (e.g., purchases made by student organizations). There is no anticipated percentage of orders that may incur this fee.

2. Question: Reference Attachment E, Publicly Accessible Contract (PAC), what schools will the 1% fee apply to?

Answer: The 1% fee is applied to orders placed by agencies and localities outside of the VHEPC Membership. The VHEPC Membership includes VASCUPP schools and VCCS.

3. Question: Reference Section V, Proposal Preparation and Submission, pg. 6, #1. a. Are vendors required to provide duplicated sample products with the eight (8) copies?

Answer: No, duplicate samples are not required.

4. Typo on *Issue Date* on the second page of Request for Proposal. Issue Date should state "February 21, 2024".

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

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers".

Shanna Devers
Procurement Buyer Senior
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax



March 21, 2024

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: Promotional Items and Imprinting Services
RFP Closing On: ~~March 27, 2024 at 2:00 p.m.~~
April 4, 2024 at 2:00 p.m.

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

James Madison University has chosen to extend this solicitation closing date. The Request for Proposal will now close on Thursday, April 4, 2024 at 2:00 PM.

Signify receipt of this addendum by initialing "*Addendum #2* _____" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Shanna Devers". The signature is fluid and cursive, with the first name "Shanna" and last name "Devers" clearly distinguishable.

Shanna Devers
Procurement Buyer Senior
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax



March 26, 2024

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: Promotional Items and Imprinting Services
RFP Closing On: ~~March 27, 2024 at 2:00 p.m.~~
April 4, 2024 at 2:00 p.m.

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

1. Question: Reference Section IV, Subsection B, pg. 4 #12. What is your intention for asking for the process of digitizing artwork and are you interested in a sample digitized file? Additionally, how is this different from #7 and #8 on pg. 4?

Answer: The intent is to ensure that the selected offeror can effectively translate artwork into digital formats suitable for various promotional items. JMU is not requesting a sample digitized file. This question focuses on the technical conversion of existing visuals into digital formats, whereas questions 7-8 refer to the broader creative process.

2. Question: Reference Section IV, Subsection B, pg. 4 #13. What is your intention for asking for the “process for vector artwork that will be screen printed” and are you interested in the technical process for creating screens? Additionally, how is this different from #7 and #8 on pg. 4?

Answer: The intent is to assess the offeror’s expertise and proficiency in generating print-ready vector graphics optimized for the screen-printing process, not to assess the technical process for creating screens. Questions 7-8 refer to the broader creative process.

3. Question: What is the ideal number of awardees?

Answer: The ideal number of awardees is unknown at this time.

Signify receipt of this addendum by initialing “*Addendum #3*_____” on the signature page of your proposal.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

Sincerely,

A handwritten signature in black ink, appearing to read "Shanna Devers". The signature is fluid and cursive, with the first name "Shanna" and last name "Devers" clearly distinguishable.

Shanna Devers

Procurement Buyer Senior

Phone: (540-568-3131)