JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6963

This contract entered into this 31st day of January 2025, by CustomInk, 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 April 3, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations Summary, dated December 5, 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:	PURCHASING AGENCY:
By: _____ (Signature)	By: _____ (Signature)
Kane Posner (Printed Name)	Shanna Devers (Printed Name)
Title: VP, Finance & Analytics	Title: Lead Commodity Contract Officer

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for CustomInk
December 5, 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.

2. 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.

3. Contractor's **Promotional Items** pricing schedule is as follows:

    a. 8% discount off entire catalog- orders of 1,000 units can qualify for additional discounts

    b. Electronic Proofs- no additional cost

    c. Contractor shall waive standard shipping and delivery costs for bulk orders.

    d. Individual shipping:

        - Domestic- $9.95
        - International- $19.95

    e. Expedited shipping on bulk orders:

        - **Quicker Turn** (9-11 calendar days)- 5% turn fee applied to order
        - **Rush** (6-8 calendar days)- $9.95 turn fee applied to orders under $100, 15% turn fee applied to orders of $100+
        - **Super Rush** (3-7 calendar days)- 30% turn fee applied to the order

    f. Contractor shall waive costs for restocking and shipping of returns/exchanges.

    g. Contractor shall waive associated costs for replacement of defective, broken, or damaged items.

    h. Contractor shall not bill the Purchasing Agency charge card processing fees.

    i. Pre-production samples *(with logo)*- contact Contractor for quote

    j. Contractor shall provide blank sample items up to $100 in value for each order totaling $1,000 or more. Samples are non-returnable.

    k. Set-up fees- no additional cost

4. Contractor's **Imprinting Services** pricing schedule is as follows:

    a. Contract pricing for **Embroidery** and **Screen-printing** services- 8% discount, quoted on request – no additional fees for artwork adjustments or digitization.

    b. Personalization- $5.50 per name, $3.50 per number

    c. Thread Color Changes- no additional cost

    d. Multiple design locations- quoted on request

    e. Extended sizes pricing:

2XL- $2.50 per piece
3XL- $3.50 per piece
4XL- $4.50 per piece
5XL- $5.50 per piece
6XL- $6.50 per piece

f. Custom designing and creating artwork- no additional cost

g. Contractor shall provide blank sample items up to $100 in value for each order totaling $1,000 or more. For orders under $1,000 refer to pricing on customink.com/products *(10% discount applies to these items)*.

h. Contractor shall waive standard shipping and delivery costs for bulk orders.

i. Individual shipping:

- Domestic- $9.95
- International- $19.95

j. Expedited shipping on bulk orders: NOTE- *For Embroidery orders, 10-day turnaround time is the fastest turnaround available. Exceptions can be made on a case-by-case basis.*

- **Quicker Turn** (9-11 calendar days)- 5% turn fee applied to order
- **Rush** (6-8 calendar days)- $9.95 turn fee applied to orders under $100, 15% turn fee applied to orders of $100+
- **Super Rush** (3-7 calendar days)- 30% turn fee applied to the order

k. Contractor shall waive associated costs for returns for embroidery and screen-printing items of bulk orders.

l. Contractor shall not bill the Purchasing Agency charge card processing fees.

m. Prior to production and if requested, Contractor shall provide a final product sample *(with logo)* at no additional cost for orders over 500 pieces with a valid Purchase Order. For orders under 500 pieces, the cost for a pre-production sample is $100.

n. Set-up fees- $20 per order

o. Contractor shall **waive** fees for the following services:

- Ink Changes
- Set-up fees on re-orders of screen-print or embroidered items
- Additional screen charges for screen printing and digital printing

5. GENERAL

a. Contractor shall provide the following rebates to the Purchasing Agency based on total annual sales. Rebate shall be sent to Purchasing Agency and qualified purchases must be paid in full no later than May 15th each year of the contract, beginning with new purchases starting on April 1, 2025 through March 31, 2026.

James Madison Rebate Schedule	
Annual Sales Volume	**%**
$100,001 to $399,999	0.5%
$400,000 to $1M	2.5%
$1M+	3%

Rebates for James Madison University shall be mailed to:

James Madison University

Attention: Director, Cash & Investments
Massanutten Hall, MSC 5711
1031 South Main Street
Harrisonburg, VA 22807

b. Contractor rescinds Deviation Form submitted with proposal in its entirety.

c. 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.

d. All deliveries made to the Purchasing Agency shall be FOB destination.

e. Payment shall be made to the Contractor in accordance with the *Code of Virginia*, §2.2-4347 through 2.2-4354, Prompt Payment.

f. The contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.

g. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing and/or discounts.

h. 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.

i. 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.

j. 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 CustomInk, LLC, ("Vendor").

TERM

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

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6963, 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:

Kane Posner
CustomInk, LLC
2910 District Ave, Ste 300
Fairfax, VA 22031
Email: customercontracts@customink.com
Fax: 800-878-2171

ACCEPTANCE

For James Madison University

Shanna Devers
Buyer Senior

3/3/2025
Date

Agreement #: UCPJMU6963-PAC

For CustomInk, LLC

Kane Posner
Vice President, Finance

2/20/2025
Date

JAMES MADISON UNIVERSITY

ORIGINAL

Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

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:

CustomInk, LLC

2910 District Avenue, Suite 300

Fairfax, VA 22031

By: Brian Miller /PEP
(Signature in Ink)

Name: Brian Miller
(Please Print)

Date: 4/3/24

Title: Vice President, Sales

Web Address: Customink.com

Phone: (434) 422-5206

Email: customercontracts@customink.com

Fax #: 800-878-2171

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
YES; X 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.

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:

CustomInk, LLC

2910 District Avenue, Suite 300

Fairfax, VA 22031

By: _____
(Signature in Ink)

Name: Brian Miller
(Please Print)

Date: _____

Title: Vice President, Sales

Web Address: Customink.com

Phone: (434) 422-5206

Email: customercontracts@customink.com

Fax #: 800-878-2171

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; X 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__

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 #
UT Austin - College of Natural Sciences	**4 years**	**Will C.Hogg Bldg, 120 Inner Campus Drive, Austin, TX 78712**	**Tracy Weatherall, 361-749-3097 or 832-451-8823**
University of Pennsylvania - Penn's Women's Center	**6 years**		**Hitomi Yoshida, 215-898-8611**
Google	**7 years**		**Brandon Thomas,** 702-681-4389
Slack	**7.5 years**		**Ellen Grosswiler, 503-830-7433**
Jane Street	**9 years**		**Blaire Steiger, 646 759- 6449**

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

   Headquarters: 2910 District Avenue, Suite 300, Fairfax, VA 22031

   Reno: 9390 Gateway Dr., Reno, NV 89521

   Charlottesville: 995 Research Park Blvd., Charlottesville, VA 22911

   Dallas: 1600 Lakeside Pkwy., Flower Mound, TX 75028

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:_____

REQUEST FOR PROPOSAL

RFP # SLD-1200

TABLE OF CONTENTS

PROMOTIONAL ITEMS ..... Page 3-10

IMPRINTING SERVICES ..... Page 10-17

PRICING SCHEDULE ..... Page 17-24

SCHOOL TOTAL SALES ..... Page 25

Attachment A: Offeror Data Sheet

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

Attachment C: Sample Invoice

Attachment D: Proof of CLC Certification

Attachment E: Deviation Form

Attachment F: Satisfaction Guarantee

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.*

Customink.com/products

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

Our advanced technologies such as our Online Store or Inventory & Distribution platforms set us apart from the competition. Both of these options are excellent solutions for organizers who are interested in either reselling or group order fulfillment.

Our Online Stores platform could afford students, faculty, and the general public the ability to procure and distribute JMU branded merchandise through a custom URL. Any product from our website can be added to an Online Store!

We handle it all:

- **Product curation and recommendations**
- **Site set-up and design adjustments**
- **Payment, fulfillment, and distribution**
- **Stock disruptions**
- **And a team to assist your customers with placement, payment, order changes, and returns too!**

If your team would prefer to be able to manage distribution, our Inventory & Distribution services might be a better option for your needs. We can securely store your orders in one of our dedicated facilities and ship them for you - even to multiple addresses! Your team is able to manage orders through an online dashboard to place, restock, and distribute orders.

We strive to make each ordering experience unique and care-free for our customers because let's face it, custom apparel is no one's full time job -- well, except ours of course!

3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.*

Every order has a customer email address associated with it where we can assign a customer's preference on if and how they'd like to receive an electronic proof. Customers also have the option to request that the proof require their approval before moving forward with production.

There is no additional cost associated with electronic proofs for the customer and it's actually encouraged for our customers to review them as we want for you to be 100% satisfied with the final product.

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

The likelihood of this is high as we already have account managers for James Madison University residing in VA! Our Charlottesville Store Manager, Eddie Esquivel, is available for in person appointments.

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

Order Placement Contact: Katherine Mitchell, Key Account Manager
- **Phone: (301) 363-1450**
- **Email: katherine.mitchell@customink.com**

In Store and on-site Order Placement Contact: Eddie Esquivel
- **Phone: (434) 422-5206**
- **Email: eduardo.esquivel@customink.com**

Please note that each VASCUPP university may be assigned a differing account manager for orders to prevent potential delays due to funneling projects to one representative*

Invoicing: payments@customink.com
Customer Support: 7 Days a week: 8am-9pm EST:
- **Email: service@customink.com**
- **Phone: 855-330-6775**
- **Fax: 800-878-2171**

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

Custom Ink is proud to have cultivated partnerships with numerous reputable universities across the country including Stanford, UC Berkeley, UT Austin and many others. By employing a collaborative and personalized approach, we have been able to support these institutions in fulfilling their diverse branding, apparel, and promotional needs.

Our relationship differs with each school based on their needs and requirements. All university orders go through the licensing approval process where our licensing team communicates with the university regarding any and all approvals or changes needed. Due to this process, we do not guarantee timelines on any university order until the licensing approval is received. Our licensing team works with the university and our account managers and customer care representatives communicate all updates to the purchasing department.

Each school has a designated account representative to ensure that all orders from differing departments are executed to the same standard. Due to the differing requirements of each school and department, we work hard to build an ordering routine that fits perfectly to each university.

With our history of successful partnerships, Custom Ink is excited about the potential to work with James Madison University. We are confident that we can provide the same level of customized care, quality products, and dedicated service that has made our university relationships so robust.

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/

We are licensed with CLC. Please see attached proof of license. Also, we are included in the linked materials on the JMU website for officially licensed vendors:

https://www.jmu.edu/spirit/sellers/get-licensed.shtml

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.

Custom Ink has over a decade of experience working with a variety of institutions, agencies, and organizations to be a partner in brand protection. With a full-time team dedicated to the review and approval of licensed content and proprietary tools built to support this process, we prepared to enforce any guidelines or requirements provided by our partners.

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.*

For promotional items such as notebooks, awards, drinkware, etc., the cost of a pre-production sample is a case by case basis depending on the product itself.

If a licensor is explicitly requiring a pre-production sample in order to approve a design with university marks, this fee may be waived for the customer. Just like regular orders, pre-production samples would require approval from licensor prior to production per the licensing agreement in place.

Limits: If we're offering a complimentary pre-production sample, we would offer just the one initially for review. However, if the printing or product does not meet the customer's needs and changes are needed prior to production, we're happy to send out another with the requested changes until we've got it right for you!

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

Most of our screen printed apparel products have a minimum order quantity of 6 pieces. The exception to this is a category of products that do not have a minimum order quantity in select colors since they can be digitally printed. They can be found here on our website: https://www.customink.com/products/no-minimum/96

When a design features 5 or more ink colors (all on one side), we consider this a high color design, and labor intensive to screen print. A high color design's print starts at 48 pieces (unless it's a part of the no minimum category listed above).

Our promotional products and embroidery apparel have a wide range in minimum order quantity. These numbers are based on our minimum order quantities with our suppliers. Any product's minimum order quantity is listed on our website's catalog though: customink.com/products.

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.*

We know how important it is to receive your order in time for your school's needs, and that's why we always provide a guaranteed delivery date for our bulk orders. Additionally, we offer four fast delivery options through UPS and USPS.

- **Standard: 12-14 calendar days**
- **Quicker Turn: 9-11 calendar days**
- **Rush: 6-8 calendar days.**
- **Super Rush: 3-7 calendar days**

In addition to our bulk delivery options, we offer individual shipping - domestic and international options.

12. Describe process for packaging orders.

Branding:
Custom Ink orders come with Custom Ink branding and hangtags, however we can remove these upon request.

Packing Slip:
Each Bulk & Singles order includes a packing slip with the shipment. This packing slip is an itemized list of items and sizes included in the order, no pricing or payment information is included.

Bulk Ordering:
Items are typically packaged by size, however differing sizes will be packaged together depending on quantities. Example: If the box can fit 10 items but there are only 6 smalls, then 4 mediums would be packaged with the smalls. Here are the different sizes available for bulk packaging:

- **X-Small Box (16.5"Lx12"Wx4"D): Up to 12 T-shirts, Up to 8 Long Sleeve T-shirts**
- **Small Box (16.5"Lx12"Wx10"D): 12-30 T-shirts, 8-18 Long Sleeve T-shirts**
- **Medium Box (22.5"Lx15.5"Wx8.5"D): 30-50 T-shirts, 18-30 Long Sleeve T-shirts, 10 Sweatshirts**
- **Large Box (22.5"Lx15.5"Wx11.5"D): 50-65 T-shirts, 30-40 Long Sleeve T-shirts, 10-12 Sweatshirts, 100 Hats**

Individual bagging can be added to an order for a fee of $0.50 per piece for most of our traditional screen print and embroidery items.

Individual Order Packaging:
Mailer Bag (two sizes, one for individual pieces and one for larger individual pieces): Single item orders, printed samples, individually shipped items. The majority of our items are available for individual shipping for an additional fee. Some of our promotional items or licensed brands cannot be shipped individually. Your sales representative can assist in filtering this option if needed.

Please note that fragile items (promotional pieces like mugs) or oversized items (such as lawn umbrellas) are usually not eligible for individual shipping due to packaging sizes and the lack of padding. Your sales representative can check an item's eligibility for individual shipping as needed and discuss options with you on a case by case basis for these types of products.

13. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.*

We accept returns of bulk orders, though they do not include any fees for shipping or restocking. Custom Ink will provide a prepaid return label. Since the items are personalized with printed designs there is no restocking fee. Due to the personalized nature of the designs, Custom Ink does not have an exchange policy but will work with the customer on any concerns post-delivery, please see our satisfaction guarantee for refunds and replacements.

With university designs, Custom Ink typically destroys any items returned per our licensing agreement unless instructed otherwise by the university's licensor.

For our Inventory and Distribution ordering option, though again there aren't any restocking fees, if we receive a return due to an order not being needed at that time and there is still a need for us to hold said item, the customer would accrue monthly storage fees.

14. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.*

Custom Ink's Satisfaction Guarantee

At Custom Ink we realize that for many people, creating custom products online may be new. With that in mind, we've rigorously tested our fulfillment systems and over time have developed the best balance of automation and human supervision.

Customized goods are generally not accompanied by guarantees, but Custom Ink is changing that: We deliver high-quality products - products that look just like what you created on our site - and we do so on time.

If the custom products you receive differ materially from what you created at CustomInk.com, if the goods are otherwise flawed, or if your order arrives later than promised, then you may return the custom goods for a full refund, within 15 days of receiving your custom order. All we ask is that you notify Custom Ink before returning any goods to ensure that your return is handled quickly and accurately. Custom Ink will provide prepaid shipping labels for any items that require a return. Our dedicated team will assist with any post-delivery issues.

15. Describe quality control process(s).

Custom Ink maintains a continuous focus on quality control, utilizing data, customer feedback, and internal metrics to drive improvements. They adapt to emerging trends and technologies and proactively update their quality processes. Multiple quality checkpoints and a comprehensive inspection process are in place, ensuring product quality is upheld throughout production. A lean production approach empowers team members to reject defects at any stage, guaranteeing high standards and customer satisfaction.

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

Base
Quote for "jmulanyard"
2 Color Front | 0 Color Back
Full Color Lanyard with Swivel Snap Hook -- Team Purple
150 @ $4.19 each
Total Quantity: 150
Subtotal: $628.50
Applicable tax will apply during checkout. $37.71
Order Total: $666.21

Free shipping to Harrisonburg, VA (22807)
==========
10% Discount
Copy of Quote for "jmulanyard"
2 Color Front | 0 Color Back
Full Color Lanyard with Swivel Snap Hook -- Team Purple
150 @ $4.19 each
Total Quantity: 150
Subtotal: $628.50
Product Discounts: $62.85 (10%
Subtotal with Discount: $565.65
Applicable tax will apply during checkout. $33.94
Order Total: $599.59
Free shipping to Harrisonburg, VA (22807)

Base
Quote for "jmutote"
1 Color Front | 0 Color Back
Repose Medium Recycled Cotton Tote Bag -- Gray
100 @ $16.89 each
Total Quantity: 100
Subtotal: $1,689.00
Applicable tax will apply during checkout. $101.34
Order Total: $1,790.34
Free shipping to Harrisonburg, VA (22807)
==========
10% Discount
Copy of Quote for "jmutote"
1 Color Front | 0 Color Back
Repose Medium Recycled Cotton Tote Bag -- Gray
100 @ $16.89 each
Total Quantity: 100
Subtotal: $1,689.00
Product Discounts: $168.90
Subtotal with Discount: $1,520.10
Applicable tax will apply during checkout $91.20
Order Total: $1,611.30
Free shipping to Harrisonburg, VA (22807)

17. Describe payment options available.

Custom Ink strives to make checking out as easy as possible for all of its customers. Available payment options depend on the ordering solution you're using.

Bulk Orders and Inventory & Distribution: Credit or debit card, purchase order, ACH, or check are accepted.

Group Order Forms: This solution offers an option for supporters to check out individually, in which case, they can pay by way of PayPal or credit card. Otherwise, if the organizer of the Group Order Form would prefer to pay for all orders and use the solution to simply collect sizes and shipping addresses, they can utilize any of the payment options available in the Bulk Orders and Inventory & Distribution solution.

Online Stores: This is another one of our solutions that offers an option for group members to check out individually, in which case, they can pay by way of PayPal or credit card.

Otherwise, if the organization hosting the online store would prefer to pay for any orders placed themselves, we can invoice them the following month for any orders placed and they can pay by way of check or EFT. At checkout, their customers would be asked to enter a unique voucher code emailed to them.

Fundraising: Credit card or PayPal.

18. Provide a sample invoice and preferred method of payment.

See attached sample invoice.
Preferred Method of Payment: Purchase order or Credit card.

19. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.*

We do accept virtual credit card payments! They would need to be sent to payments@customink.com and our accounts receivable team manually processes them.

20. Provide any incentive rebate options or packages.

Total spend annual rebate:

- **$1-$100,000.00 = 1% back**
  $100,001-$399,999 = 2% back
  $400,000-$1,000,000 = 2.5% back
  Over $1,000,000 = 3% back

Please note that this proposed rebate is for James Madison University orders only and does not apply to affiliates, fraternities, sororities, or clubs, or other VASCUPP Schools. Rebates with other VASCUPP would need to be negotiated individually.*

21. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 7.*

- **Individual shipping options, both domestic and international – (see Section X for fees)**
- **Expedited shipping options for bulk orders (see Section X for fees)**
- **Custom art and design support– Free!**
- **Set up support for our individual checkout options: Group Order Form, Fundraising, and Online Stores– Free!**
- **Ink/embroidery color match to trim on select products – Free!**
- **Ink/Thread changes – see Section X for additional fees**
- **Dedicated manager support– Free!**
- **Additional piece ordering (reorder of screen print or embroidery order under standard 6 pieces) – set-up fee required (see Section X)**
- **For orders with a wide range of sizes, we offer additional screens to keep the design proportional on all items. For example, printing the design at 8 inches in width on the XS items but 11 inches in width on the XXL-5XL items - fee required (see Section X)**
- **Inventory & distribution with swag management rights for any bulk orders - fee required (see Section X)**

IMPRINTING SERVICES

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.

22. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).

Custom Ink specializes in screen printing, digital printing, embroidery, and laser engraving. Our production facilities all over the USA are the best in the industry and also offer decoration methods such as metallic ink, neon, glow in the dark, 3M reflective, puff, foil transfer, cut vinyl, and sublimation too.

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

Most of our screen printed apparel products have a minimum order quantity of 6 pieces. The exception to this is a category of products that do not have a minimum order quantity in select colors. Those can be found here on our website: https://www.customink.com/products/no-minimum/96

When a design features 5 or more ink colors (all on one one side), we consider this a high color design, and labor intensive to screen print. A high color design's print starts at 48 pieces (unless it's a part of the no minimum category listed above).

Our promotional products and embroidery apparel have a wide range in minimum order quantity. These numbers are based on our minimum order quantities with our suppliers. Any product's minimum order quantity is listed on our website's catalog though: customink.com/products.

24. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.*

Custom Ink's embroidery pricing model is based on item and number of design locations instead of a thread count or color count. We can embroider up to 8 thread colors in a design and it's the same price as a design with just one! Pricing will vary depending on the product itself, not on stitch or color count.

Standard timeline for embroidery orders from placement to delivery is 14 days, rush is 10 days.

25. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.*

See Section X.

26. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*

See Section X.

27. 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.

Samples delivered 3/25.

28. 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.*

Our website features a free to use Design Lab (https://www.customink.com/ndx/#/ad/gate) which has an option to upload customer artwork onto any of our thousands of products in our catalog. Don't have artwork saved? No, problem, we have hundreds of licensed clipart and fonts available to choose from to create your own custom masterpiece that your group will love. Need help or have questions? We are available to assist 7 days a week (Monday-Friday: 8am - Midnight ET, Saturday: 10am - 6pm ET, Sunday: 10am - 6pm ET) by phone, email, or chat! We can support with creating your design for you through our Lab for free or assist with additional custom design services for a fee.

Please note that to ensure that every design aligns with the high standards associated with JMU's brand, each order with licensed artwork is subject to approval by the licensor. Although delays are uncommon, they can occur and we cannot guarantee delivery dates for these orders, or launch dates for online stores or fundraisers until licensor approval is received because it is dependent on the 3rd party licensor's responsiveness. We promise to keep you informed every step of the way and strive to meet the delivery dates once we receive the licensor's approval.

Other factors in turnaround times will vary based on the order solution being utilized to collect orders:

Bulk Orders: Delivery of orders is 14 days after order placement or sooner. We also offer a variety of expedited shipping options as well for an additional fee:

Standard: 14 calendar days free of charge
Quicker Turn: 9-11 calendar days. 5% turn fee is applied to order
Rush: 6-8 calendar days. $9.95 turn fee is applied to orders under $100, 15% turn fee is applied to orders $100+.
Super Rush: 3-7 calendar days. A 30% turn fee is applied to the order.
For embroidery orders, 10 day turnaround time is our fastest turnaround available. Exceptions can be made on a case by case basis for shorter turnaround times.*

Group Order Forms: Delivery of orders will be 14 days after the group order has been placed by the group's organizer or sooner. See Bulk Orders expedited shipping options above if orders need to be delivered sooner after the Group Order has been finalized.

Please note that any individual (drop) shipping orders have an approximate delivery date as opposed to a guaranteed delivery date.

Online Stores: Since this ordering solution is generally most successful when it's open for an extended period of time. With that in mind, we will fulfill orders in waves. The lead time between order placement and delivery will vary based on the length of the wave and when a purchase was made within that wave cycle. Our standard wave processing schedule is every 2 weeks, given a product has met their print minimums. Therefore, for example, if you determine your waves should crash every two weeks, the lead time for someone placing their order on the 1st day of the wave would be approximately 4 weeks and the lead time for someone that placed their order on the last day of the wave cycle would be approximately 2 weeks as both orders would print and ship at the same time.

Fundraising: Delivery of orders will be approximately 12 days after the fundraiser has closed.

29. 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.*

Embroidery:
When creating designs for embroidered products, our artwork team ensures optimal results by making necessary adjustments. Embroidery requires special considerations due to its stitching nature. Like printing on promotional items with smaller design areas, we modify artwork by removing intricate details, using simpler fonts for text, and eliminating shading or gradients. Rest assured, our team ensures your design translates well into embroidery.

Screen Printing:

Each order undergoes thorough review by at least two members of our production art team at Custom Ink to ensure your design is flawless and ready for printing.

We meticulously check all artwork for aesthetics, printability, and any errors. Common issues such as alignment, contrast, line thickness, and spelling errors are automatically adjusted by us.

For more intricate orders, we may send an additional email containing picture proofs for your approval before proceeding with your order. We would also send proofs if any changes were required during the licensing approval process.

Your products are then decorated using screen printing (for quantities of six or more), digital printing (for quantities fewer than six), or embroidery. Once decorated, your items are promptly shipped and delivered to your doorstep by the guaranteed delivery date

All of the above services are free to our customers. The time frame for artwork adjustments is built into the Custom Ink order timeline. Additional adjustments needed by the universities licensing process may add to the schedule but our team will keep you updated along the way.

30. Provide the lead time for embroidered products from time of order placement until delivery.

- **Standard: 14 calendar days free of charge**
- **Quicker Turn: 10-11 calendar days. A fee of 5% total order cost is applied to order.**
- ***10 day lead time is our fastest turnaround available for embroidered orders.***

31. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. *(Example: Adobe Creative Cloud)*

Vectored images are definitely preferred, but not 100% necessary! For vectored art files, we prefer to work with the following file types:

- **.pdf**
- **.ai**
- **.eps**

We accept rastor art files too as long as they're at least 72 dpi. Common files we work with are jpegs, jpgs, and pngs.

The max file size we can accept is 5 MB.

Custom Ink allows you to easily add your own artwork or logo to your design through the "Add Art" feature in the Design Lab or by emailing the files directly to us. A design specialist can assist with the process. Our artists will enhance low-resolution images for free on any bulk orders to ensure high-quality prints. We accept all popular image formats up to 5MB. If you face any upload issues, we have an easy to use form to assist or your designated account manager can help, and we'll handle it at no extra cost.

32. 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.*

Though we do not offer material or color swatches, we do want for you to feel confident about the product selection when placing an order! Therefore, we are offering up to $100 worth of blank samples complimentary for each order totaling $1,000.00 or more. Here are the shipping options for blank samples:

- **Standard: Within 10 calendar days. Free shipping!**

- **Rush: Delivers within 5 business days. $10 shipping charge.**
- **Super Rush: Under 5 days. Please call in if you need samples in 2 days or less. We will let you know if we can guarantee this timeframe. $20 shipping fee.**

33. 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.

Once your artwork is complete, we convert it into a stitch file that guides our embroidery machines. We'll send you a proof showing a close-up of the digitized design. While we aim for optimal stitch quality, we don't guarantee specific stitch counts. Rest assured, there are no extra costs for digitizing, even if design alterations are necessary.

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

Our licensing team is well practiced at accessing official logos via JPatton to make sure we're using the most up-to-date version of official trademarks. Our team of expert artists will automatically clean up all images uploaded by the customer to make sure that they print perfectly. Finalized artwork is saved as a vectored art file in the customer's account for future university approved orders.

35. 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 know how important it is to receive your order in time for your school's needs, and that's why we always provide a guaranteed delivery date for our bulk orders. Additionally, we offer four fast delivery options through UPS and USPS.

- **Standard: 12-14 calendar days**
- **Quicker Turn: 9-11 calendar days**
- **Rush: 6-8 calendar days.**
- **Super Rush: 3-7 calendar days**

In addition to our bulk delivery options, we offer individual shipping - domestic and international options.

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

We accept returns of bulk orders, though they do not include any associated costs. Custom Ink will provide a prepaid return label.

Due to the personalized nature of the designs, Custom Ink does not have an exchange policy but will work with the customer on any concerns post-delivery, please see our satisfaction guarantee for refunds and replacements.

With university designs, Custom Ink typically destroys any items returned per our licensing agreement unless instructed otherwise by the university's licensor.

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

Screen Printing:
Base
Quote for "jmu1"
2 Color Front | 0 Color Back
Sport-Tek Premium Quarter Zip Sweatshirt -- Athletic Heather

L: 25 @ $47.90
Total Quantity: 25
Subtotal: $1,197.50
Applicable tax will apply during checkout. $71.85
Order Total: $1,269.35
Free shipping to Harrisonburg, VA (22807)
==========
10% Discount
Copy of Quote for "jmu1"
2 Color Front | 0 Color Back
Sport-Tek Premium Quarter Zip Sweatshirt -- Athletic Heather
L: 25 @ $47.90
Total Quantity: 25
Subtotal: $1,197.50
Product Discounts: $119.75
Applicable tax will apply during checkout. $57.12
Order Total: $1,077.75
Free shipping to Harrisonburg, VA (22807)

38. Provide sample invoice and preferred method of payment.

See attached sample invoice.
Preferred Method of Payment: Purchase order or Credit card.

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

Embroidery:
Base
Quote for "jmu3"
5 Color Front | 0 Color Back
Harriton Quarter Zip Fleece Pullover -- Charcoal
XS-XL: 25 @ $45.00
Total Quantity: 25
Subtotal: $1,125.00
Applicable tax will apply during checkout. $67.50
Order Total: $1,192.50
Free shipping to Harrisonburg, VA (22807)
==========
10% discount
Copy of Quote for "jmu3"
5 Color Front | 0 Color Back
Harriton Quarter Zip Fleece Pullover -- Charcoal
XS-XL: 25 @ $45.00
Total Quantity: 25
Subtotal: $1,125.00
Product Discounts: $112.50
Applicable tax will apply during checkout. $60.75
Order Total: $1,073.25
Free shipping to Harrisonburg, VA (22807)

40. Describe payment options available.

Custom Ink strives to make checking out as easy as possible for all of its customers. Available payment options depend on the ordering solution you're using.

Bulk Orders and Inventory & Distribution: Credit or debit card, purchase order, ACH, or check are accepted.

Group Order Forms: This solution offers an option for supporters to check out individually, in which case, they can pay by way of PayPal or credit card. Otherwise, if the organizer of the Group Order Form would prefer to pay for all orders and use the solution to simply collect sizes and shipping addresses, they can utilize any of the payment options available in the Bulk Orders and Inventory & Distribution solution.

Online Stores: This is another one of our solutions that offers an option for group members to check out individually, in which case, they can pay by way of PayPal or credit card.

Otherwise, if the organization hosting the online store would prefer to pay for any orders placed themselves, we can invoice them the following month for any orders placed and they can pay by way of check or EFT. At checkout, their customers would be asked to enter a unique voucher code emailed to them.

Fundraising: Credit card or PayPal.

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

We do accept virtual credit card payments! They would need to be sent to payments@customink.com and our accounts receivable team manually processes them.

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

We actually already have account managers for James Madison University residing in VA! Our Charlottesville Store Manager, Eddie Esquivel, specifically, is available for in person appointments.

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

Order Placement Contact: Katherine Mitchell, Key Account Manager
- **Phone: (301) 363-1450**
- **Email: katherine.mitchell@customink.com**

In Store and on-site Order Placement Contact: Eddie Esquivel
- **Phone: (434) 422-5206**
- **Email: eduardo.esquivel@customink.com**

Please note that each VASCUPP university may be assigned a differing account manager for orders to prevent potential delays due to funneling projects to one representative*

Invoicing: payments@customink.com
Customer Support: 7 Days a week: 8am-9pm EST:
- **Email: service@customink.com**
- **Phone: 855-330-6775**
- **Fax: 800-878-2171**

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

Custom Ink is proud to have cultivated partnerships with numerous reputable universities across the country including Stanford, UC Berkeley, UT Austin and many others. By employing a collaborative and personalized approach, we have been able to support these institutions in fulfilling their diverse branding, apparel, and promotional needs.

Our relationship differs with each school based on their needs and requirements. All university orders go through the licensing approval process where our licensing team communicates with the university regarding any and all approvals or changes needed. Due to this process, we do not guarantee timelines on any university order until the licensing approval is received. Our licensing team works with the university and our account managers and customer care representatives communicate all updates to the purchasing department.

Each school has a designated account representative to ensure that all orders from differing departments are executed to the same standard. Due to the differing requirements of each school and department, we work hard to build an ordering routine that fits perfectly to each university.

With our history of successful partnerships, Custom Ink is excited about the potential to work with James Madison University. We are confident that we can provide the same level of customized care, quality products, and dedicated service that has made our university relationships so robust.

45. 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/

We are licensed with CLC. Please see attached proof of license. Also, we are included in the linked materials on the JMU website for officially licensed vendors:

https://www.jmu.edu/spirit/sellers/get-licensed.shtml

46. 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.

Custom Ink has over a decade of experience working with a variety of institutions, agencies, and organizations to be a partner in brand protection. With a full-time team dedicated to the review and approval of licensed content and proprietary tools built to support this process, we prepared to enforce any guidelines or requirements provided by our partners.

47. 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)*

A pre-production samples are complimentary for any traditional screen print or embroidery orders over 500 pieces such as apparel. For orders under 500 pieces, there is a charge of $100 for a pre-production sample however.

If a licensor is explicitly requiring a pre-production sample in order to approve a design with university marks, this fee may be waived for the customer. Just like regular orders, pre-production samples would require approval from licensor prior to production per the licensing agreement in place.

Limits: If we're offering a complimentary pre-production sample, we would offer just the one initially for review. However, if the printing or product does not meet the customer's needs and changes are needed prior to production, we're happy to send out another with the requested changes until we've got it right for you!

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

- **Individual shipping options, both domestic and international – (see Section X for fees)**
- **Expedited shipping options for bulk orders (see Section X for fees)**
- **Custom art and design support– Free!**
- **Set up support for our individual checkout options: Group Order Form, Fundraising, and Online Stores– Free!**
- **Ink/embroidery color match to trim on select products – Free!**
- **Ink/Thread changes –see Section X for additional fees**
- **Dedicated manager support– Free!**
- **Additional piece ordering (reorder of screen print or embroidery order under standard 6 pieces) – set-up fee required (see Section X)**
- **For orders with a wide range of sizes, we offer additional screens to keep the design proportional on all items. For example, printing the design at 8 inches in width on the XS items but 11 inches in width on the XXL-5XL items - fee required (see Section X)**
- **Inventory & distribution with swag management rights for any bulk orders - fee required (see Section 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.)*

- **Flat 10% off entire catalog**
- **Orders of 1,000 units can qualify for further discounts**
- **Free Online store set up and processing**
- **Free Fundraiser Support and processing**
- **Free Custom Art and Design Support**
- **Up to $100 worth of blank samples complimentary for every order totaling $1000+**
- **Fixed pricing for a year**

Please note that discounts University orders only and does not apply to affiliates, fraternities, sororities, or clubs.*

Total spend annual rebate:

- **$1-$100,000.00 = 1% back**
- **$100,001-$399,999 = 2% back**
- **$400,000-$1,000,000 = 2.5% back**
- **Over $1,000,000 = 3% back**

Please note that this proposed rebate is for James Madison University orders only and does not apply to affiliates, fraternities, sororities, clubs, or other VASCUPP Schools. Rebates with other VASCUPP would need to be negotiated individually.*

2. The offeror shall provide associated costs for electronic proofs. *(Reference Section IV. Statement of Needs, A. 3.)*

Electronic proofs are free!

3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. *(Reference Section IV. Statement of Needs, A. 11.)*

Bulk order Shipping Costs:

- **Standard: 14 calendar days free of charge**
- **Quicker Turn: 9-11 calendar days. Fee is 5% of the total cost of the order**
- **Rush: 6-8 calendar days. $9.95 fee is applied to orders under $100. Fee is 15% of the total cost of the order is applied to orders $100+.**
- **Super Rush: 3-7 calendar days. Fee is 15% of the total cost of the order**

For embroidery orders, 10 day turnaround time is our fastest turnaround available. Exceptions can be made on a case by case basis for shorter turnaround times.

Individual Shipping Costs:

- **Domestic: $9.95**
- **International: $19.95**

Please note that we're unable to rush individually shipped orders. Individual shipping dates are estimated, not guaranteed.

4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 13.)*

We do not have any fees associated with restocking or shipping of returns/exchanges!

For our Inventory and Distribution ordering option, though again there aren't any restocking fees, if we receive a return due to an order not being needed at that time and there is still a need for us to hold said item, the customer would accrue monthly storage fees. These are the associated storage fees:

- **Items under 1 oz = FREE**
- **Each item over 1 oz = $0.01/day**
- **Storage fees start accruing as soon as the items are delivered to the warehouse.**
- **Example: 200 T-shirts in inventory for 60 days**
  - **$0.01 * 200 = $2/day**
  - **$2 * 60 days = $120 fee**

5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 14.)*

There are no fees associated with replacements of defective, broken, or damaged items.

6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 19.)*

There are no processing fees associated with charge cards.

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.)*

Free Services:

- **Custom art and design support**

- **Set up support for our individual checkout platforms: Group Order Form, Fundraising, and Online Stores**
- **Ink/embroidery color match to trim on select products (This service is always free for any products we're able to accommodate matching for).**
- **Dedicated manager support**

Services with Fees:

- **Individual shipping options, both domestic and international – flat rate fee**
  1. **Domestic: $9.95**
  2. **International: $19.95**
- **Expedited shipping options for bulk orders:**
  1. **Standard: 14 calendar days free of charge**
  2. **Quicker Turn: 9-11 calendar days. 5% turn fee is applied to order**
  3. **Rush: 6-8 calendar days. $9.95 turn fee is applied to orders under $100, 15% turn fee is applied to orders $100+.**
  4. **Super Rush: 3-7 calendar days. A 30% turn fee is applied to the order.**
  5. ***For embroidery orders, 10 day turnaround time is our fastest turnaround available. Exceptions can be made on a case by case basis for shorter turnaround times.****
- **Ink changes:**
  1. **Apparel:**
     a. **1 ink change is free for every $400 in an order**
     b. **Otherwise it's a $20 fee for every ink change**
     c. **Minimum for ink changes: 6 pieces**
  2. **Promotional Products: Pricing depends on supplier minimums. If there's a product you're curious about, don't hesitate to ask your dedicated account manager about this!**
- **Additional piece ordering (reorder of screen print or embroidery order under standard 6 pieces) – set-up fee is a flat $20 per order.**
- **For Screen printing and digital printing: Additional screens to accommodate printing on wide ranges of sizes – Available for any design 1-4 ink colors and pricing depends on the amount of ink colors in the design:**
  1. **1 color: $25**
  2. **2 colors: $40**
  3. **3 colors: $55**
  4. **4 color design: $70**
- **Inventory & distribution with swag management rights for any bulk orders:**
  1. **Storage Fees: Storage fees start accruing as soon as the items are delivered to the warehouse.**
     a. **Items under 1 oz = FREE**
     b. **Each item over 1 oz = $0.01/day**
  2. **Pick & Packaging Fees: For pulling products from inventory, individually packaging, and preparing for shipping. *Pick & Package fees apply even for orders with an immediate distribution because labor is still involved in packaging the items for the distribution.***
     a. **1st item = $1.75**
     b. **Each add'l item = $0.55**
     c. **20+ items to same address:**
     (1) **1st box = $5.00**
     (2) **Each add'l box = $4.50**
  3. **Shipping Costs: Varies by shipment, will be calculated per shipment at the time of setting up distribution. Shipping fees are based on:**

a. **Product(s)**
b. **Location(s) of distribution (domestic vs. international)**
   (1) Domestic
c. **Shipping method**

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.)*

- **A pre-production samples are complimentary for any traditional screen print or embroidery orders over 500 pieces such as apparel. For orders under 500 pieces, there is a charge of $100 for a pre-production sample however**
- **For promotional items such as notebooks, awards, drinkware, etc.: the cost of a pre-production sample is a case by case basis depending on the product itself.**
- **If a licensor is explicitly requiring a pre-production sample in order to approve a design with university marks, this fee may be waived for the customer. Just like regular orders, pre-production samples would require approval from licensor prior to production per the licensing agreement in place.**
- **Limits: If we're offering a complimentary pre-production sample, we would offer just the one initially for review. However, if the printing or product does not meet the customer's needs and changes are needed prior to production, we're happy to send out another with the requested changes until we've got it right for you!**

B. Embroidery and Screen Printing

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

*** Custom Ink's embroidery pricing isn't affected by stitch or thread count, as long as it's within 8 colors. Instead, it's based on the item and number of design locations. Adding extra design locations, such as a sleeve print, increases the total. The price also depends on the product, not stitch or color count (up to 8). If more than 8 colors are required, additional costs may apply, but Custom Ink always covers the digitizing fees.**

The below table includes the price of the Harriton Quarter Zip Fleece Pullover. You can see the per piece price drops as quantities increase, but stitching is not a factor. The 10% discount that the University would receive on the entire catalog is factored into this table.*

Number of Stitches	7	14	29	74	149	299	599	999	4000
Up to 4000	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00
Up to 5000	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00
Up to 6000	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00
Up to 7000	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00
Up to 8000	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00
Up to 9000	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00
Up to 10000	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00

10,001 +	$391.54	$640.08	$1144.75	$2578.09	$4867.83	$9305.48	$17946.64	$29256.71	$111708.00

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)*

- **Embroidery Personalization:**
  - **A. $5.50 per name**
  - **B. $3.50 per number**

- **Thread Color Changes:**
  - **A. 1 thread change is free for every $400 in an order**
  - **B. Otherwise it's a $20 fee for every thread change**
  - **C. Minimum for thread changes: 6 pieces**

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

Custom Ink cannot accurately price a range in quantity such as 1-11 or 12-23. Our screen printing prices are per piece based on the product, color count, number of design locations and decoration method. Therefore, we have made a similar breakdown that can more accurately reflect our pricing.

The below pricing table is based on printing on the Gildan SoftStyle Jersey T-shirt with a one ink color design and includes the 10% University discount that would be applied.

Additionally, orders under 6 pieces will print digitally instead of with screen printing and be on select no minimum apparel products that can take digital printing. Orders under 48 pieces are limited to 4 ink colors for traditional screen printing. For smaller quantities with higher ink color counts, we would recommend digital printing which is limited to these select no minimum apparel products as well. Your designated representative would be able to give you an accurate quote for each order that may be better suited for digital printing.

	Number of Colors						
Quantity	1	2	3	4	5	6	7
11	$172.56	$198.2	$223.84	$247.6	N/A	N/A	N/A
23	$254.61	$295.80	$337.41	$375.08	N/A	N/A	N/A
47	$425.11	$490.26	$556.67	$614.62	N/A	N/A	N/A
48	$432.43	$498.53	$565.49	$624.24	$681.26	$736.56	$790.13
71	$592.35	$677.34	$763.60	$838.37	$909.94	$978.95	$1045.40
143	$1077.22	$1208.49	$1344.91	$1456.88	$1562.42	$1662.80	$1759.33
287	$2006.99	$2211.05	$2422.85	$2585.58	$2737.98	$2880.04	$3009.19
499	$3327.83	$3615.25	$3916.15	$4136.21	$4329.32	$4504.47	$4661.66
999	$6356.64	$6788.2	$7255.74	$7552.44	$7795.2	$8001.99	$8172.82
1,999	$12251.87	$12881.56	$13583.2	$13961.02	$14212.89	$14392.80	$14500.75
4,999	$29424.11	$30458.91	$31628.67	$31943.61	$32078.58	$32168.56	$32258.55
5,000	$29430.00	$30465.00	$31635.00	$31950.00	$32085.00	$32175.00	$32265.00

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

Design assistance is a free service to all of our customers. We do have a service available for custom

designed artwork created from scratch by our team of artists that costs a flat fee of $150.00. We're offering to wave this fee completely for you though!

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

Since our pricing model is not structured this way, we don't have any hourly costs to offer.

13. The offeror shall provide associated costs for sample items, material, or color swatches. *(Reference Statement of Needs, Section B. 11)*

- **Material/Color swatches: N/A – We don't supply these.**
- **Blank samples: We'll offer complimentary blank samples up to $100 in for each order totaling $1,000.00 or more.**

A. For order under $1,000.00, please refer to pricing on customink.com/products
1. 10% University discount applies to these samples

14. The offeror shall provide associated costs for standard and rush orders. (*Reference Statement of Needs, Section B. 14)*

Bulk order Shipping Costs:

- **Standard: 14 calendar days free of charge**
- **Quicker Turn: 9-11 calendar days. Fee is 5% of the total cost of the order**
- **Rush: 6-8 calendar days. $9.95 fee is applied to orders under $100. Fee is 15% of the total cost of the order is applied to orders $100+.**
- **Super Rush: 3-7 calendar days. Fee is 15% of the total cost of the order**

For embroidery orders, 10 day turnaround time is our fastest turnaround available. Exceptions can be made on a case by case basis for shorter turnaround times.*

Individual Shipping Costs:

- **Domestic: $9.95**
- **International: $19.95**

Please note that we're unable to rush individually shipped orders. Individual shipping dates are estimated, not guaranteed.*

15. The offeror shall provide associated costs for returns for embroidery and screen printing items. *(Reference Statement of Needs, Section B. 15)*

We accept returns of bulk orders, though they do not include any fees. Custom Ink will provide a prepaid return label.

Custom Ink does not have an exchange policy but will work with a customer on any concerns post-delivery regardless of whether it's a bulk or individually shipped order - please see our satisfaction guarantee for refunds and replacements.

16. The offeror shall provide associated costs for set-up fees.

See #18 of this same section below.

17. The offeror shall specify associated charge card processing fees. *(Reference Section X. Pricing Schedule, B. 20)*

There are no processing fees associated with charge cards.

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)*

Free Services:

- **Custom art and design support**
- **Set up support for our individual checkout platforms: Group Order Form, Fundraising, and Online Stores**
- **Ink/embroidery color match to trim on select products (This service is always free for any products we're able to accommodate matching for).**
- **Dedicated manager support**

Services with Fees:

- **Individual shipping options, both domestic and international – flat rate fee**
  1. **Domestic: $9.95**
  2. **International: $19.95**
- **Expedited shipping options for bulk orders:**
  1. **Standard: 14 calendar days free of charge**
  2. **Quicker Turn: 9-11 calendar days. 5% turn fee is applied to order**
  3. **Rush: 6-8 calendar days. $9.95 turn fee is applied to orders under $100, 15% turn fee is applied to orders $100+.**
  4. **Super Rush: 3-7 calendar days. A 30% turn fee is applied to the order.**
  5. ***For embroidery orders, 10 day turnaround time is our fastest turnaround available. Exceptions can be made on a case by case basis for shorter turnaround times.****
- **Ink changes:**
  1. **Apparel:**
     a. **1 ink change is free for every $400 in an order**
     b. **Otherwise it's a $20 fee for every ink change**
     c. **Minimum for ink changes: 6 pieces**
  2. **Promotional Products: Pricing depends on supplier minimums. If there's a product you're curious about, don't hesitate to ask your dedicated account manager about this!**
- **Additional piece ordering (reorder of screen print or embroidery order under standard 6 pieces) – set-up fee is a flat $20 per order.**
- **For Screen printing and digital printing: Additional screens to accommodate printing on wide ranges of sizes – Available for any design 1-4 ink colors and pricing depends on the amount of ink colors in the design:**
  1. **1 color: $25**
  2. **2 colors: $40**
  3. **3 colors: $55**
  4. **4 color design: $70**
- **Inventory & distribution with swag management rights for any bulk orders:**
  1. **Storage Fees: Storage fees start accruing as soon as the items are delivered to the warehouse.**
     a. **Items under 1 oz = FREE**
     b. **Each item over 1 oz = $0.01/day**
  2. **Pick & Packaging Fees: For pulling products from inventory, individually packaging, and preparing for shipping. *Pick & Package fees apply even for orders with an immediate distribution because labor is still involved in packaging the items for the distribution.***
     d. **1st item = $1.75**

e. **Each add'l item = $0.55**
f. **20+ items to same address:**
(3) **1st box = $5.00**
(4) **Each add'l box = $4.50**

3. **Shipping Costs: Varies by shipment, will be calculated per shipment at the time of setting up distribution. Shipping fees are based on:**
   a. **Product(s)**
   b. **Location(s) of distribution (domestic vs. international)**
      (1) **Domestic**
   c. **Shipping method**

AMOUNT EACH VASCUPP MEMBER UNIVERSITY HAS SPENT IN 2023 WITH CUSTOM INK

School	Spend	School	Spend	School	Spend
JMU	$79,831.35	**Radford**	$22,773.16	**CNU**	$22,773.16
UVA	**$344,322.49**	**Longwood**	$17,561.66	**ODU**	**$18,717.35**
W&M	$122,974.89	**VMI**	$19,130.09	**VCU**	$65,799.32
GMU	$57,117.65	**Mary Washington**	$23,137.21	**VT**	$213,961.20
Norfolk	$0.00				

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years 14 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 #
UT Austin - College of Natural Sciences	**4 years**	**Will C.Hogg Bldg, 120 Inner Campus Drive, Austin, TX 78712**	**Tracy Weatherall, 361-749-3097 or 832-451-8823**
University of Pennsylvania - Penn's Women's Center	**6 years**		**Hitomi Yoshida, 215-898-8611**
Google	**7 years**		**Brandon Thomas,** 702-681-4389
Slack	**7.5 years**		**Ellen Grosswiler, 503-830-7433**
Jane Street	**9 years**		**Blaire Steiger, 646 759- 6449**

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

   Headquarters: 2910 District Avenue, Suite 300, Fairfax, VA 22031

   Reno: 9390 Gateway Dr., Reno, NV 89521

   Charlottesville: 995 Research Park Blvd., Charlottesville, VA 22911

   Dallas: 1600 Lakeside Pkwy., Flower Mound, TX 75028

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: _____ **Preparer Name:** Ryan Elizabeth Parrish

Date: _____

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

If yes, certification number: _____ Certification date:_____

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

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 X

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 X

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: **RFP# SLD-1200 Promotional Items and Imprinting Services** Date Form Completed: 3/25/2024

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

Offeror / Proposer:

CustomInk, LLC	2910 District Avenue, Suite 300, Fairfax, VA 22031	Ryan Parrish (213) 510-8276
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)

Our commitment to delivering the best possible service includes working with an extensive network of suppliers and decorators to ensure we meet your needs promptly and effectively. While we are proud that some of these partners are SBSD certified, we do not publicly share individual partner details as these relationships are essential parts of our proprietary business model.

Moreover, our order fulfillment process is designed to optimize for efficiency and speed to uphold our promise of providing a wide range of options and the fastest possible delivery to you. As a result, orders are automatically allocated to the best-available resources at any given time without the option for manual selection of specific suppliers or decorators.

Please rest assured that, although we may not exclusively use SBSD certified subcontractors, our entire network upholds the high-quality standards and reliability you expect from us. We are fully committed to ensuring that your orders are fulfilled with excellence and delivered on time, every time.

(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:
SAMPLE INVOICE

CUSTOM INK

Order#	example
Date:	3/13/2024

Order Placed
3/13/2024

Bill to: JMU Accounting
800 S. Main St
Harrisonburg, VA 22807
(540) 568-5681

Ship to: JMU Accounting
800 S. Main St
Harrisonburg, VA 22807
(540) 568-5681

Contact: James Madison
payments@jmu.edu
(540) 568-5681

Design Name: jmu3
Decoration Method: Embroidery

Product	Sizes/Quantity	Subtotal
Harriton Quarter Zip Fleece Pullover -- Charcoal	XS:1, S:4, M:10, L:5, XL:5	$1,125.00

Total Quantity:	25

Subtotal:	$1,125.00
Service Charges:	$0.00
Service Discounts:	-$112.50
Tax:	$60.75
Shipping	$0.00
Total:	$1,073.25
Amount Paid:	$0.00
Balance Due:	$1,073.25

If you have any questions, please call 866-485-8160.

Thank you for placing your order with Custom Ink.

We appreciate your business and look forward to serving you again.

Attachment D

New Request

What is the reason for this request?	CustomInk receives many orders placed by student groups and organization at James Madison University and Joanne Sherman of the James Madison University Foundation has encouraged us to apply for an Internal Campus Supplier license for the school.
What is the marketing plan for this request?	This does not apply to this request since we are seeking an Internal Campus Supplier license.
Submit Date	04/01/2015

Attachment D. Cont'd.

Institutions and Uploads

File Attachment(s):

37786Introduction to CustomInk.pdf

If "Approved", the request is only conceptually approved by the Institution. Artwork incorporating
the Institution's marks must be submitted and approved prior to production and distribution.

It is important to check your Appendix C&D Rights Matrix because some rights (i.e. products and/or channels) may have been removed by the institution.

Institution	Decision	Comments
James Madison University Foundation (James Madison University Foundation)	Approved	

Attachment D cont'd.

Retailer Information

Retailer	Buyer Name	Phone Number	Email Address	Order Pending	Interested	Targeting
James Madison University Foundation	Joanne Sherman	540-568-3297	shermajm@jmu.edu	No	No	Yes

Attachment E

DEVIATION FORM

All deviations to the Specifications must be noted on this sheet. In the absence of any entry on this Deviation Form, the Vendor assures the Buyer of their full compliance with the Specifications and Conditions. The form may be duplicated as needed.

Section	Page #	Deviation
STATEMENT OF NEEDS	5	**Request to replace the following terms:** "Selected Firm(s) pricing and discounts will remain for a period of two years from date of Contract" **Request to replace terms with:** "Selected Firm(s) pricing and discounts will remain for a period of one year from date of Contract"
ANTI-DISCRIMINATION	10	**Request to delete the following term:** "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." *CustomInk has a network of over 100 printers and decorators and while we require all of them to comply with all applicable laws, including those prohibiting discrimination, we are unable to amend every agreement as specifically requested here.*
DRUG-FREE WORKPLACE:	15	**Request to delete the following term:** (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. *CustomInk has a network of over 100 printers and decorators and while we require all of them to comply with all applicable laws, including those regarding drugs in the workplace, we are unable to amend every agreement as specifically requested here.*
DEFAULT:	18	**Request to replace the following terms:**

DEVIATION FORM

		"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." **Request to replace terms with:** "If the custom products received differ materially from what was created at CustomInk.com, if the goods are otherwise flawed, or if an order arrives later than promised, then the District may return the custom goods for a full refund, within 15 days of receiving your custom order. All the contractor asks is that the District notify the contractor before returning any goods to ensure that the return is handled quickly and accurately, as stated in the contractor's 100% Satisfaction Guarantee."
PAYMENT	16	**Request to delete the following term:** "(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" "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." *Paying our subcontractors on time is critical to the successful operation of our business as we're not able to fulfill orders without their support! We take this seriously and execute on this much better than most others in our industry.*

DEVIATION FORM

		We already have our agreed upon payment schedules in place with our subcontractors and are unable to amend every agreement as specifically requested here. **Request to replace the following terms from Section J(1)(d):** The following shall be deemed to be the date of payment: "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." **Request to replace the terms with:** The following shall be deemed to be the date of payment: "Delivery in all cases where payment is made by mail."
TRANSPORTATION AND PACKAGING	21	**Request to replace the following terms:** "By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs" **Request to replace terms with:** "Shipment shall be F.O.B. Shipping Point, provided, however, Seller will replace or refund any Products that do not arrive or are damaged in transit. The manner of shipment shall be at Seller's option. Buyer shall be responsible for all applicable shipping charges, which charges will be set forth in the Order. The sale of any of Seller's Products to Buyer in no way conveys to Buyer, either expressly or by implication, any intellectual property license whatsoever. It is the responsibility of Buyer to arrange for and obtain insurance coverage for the Products, if so desired." **Request to deletions as follows:** "All shipping containers shall be legibly marked or labeled on the outside with purchase order number~~, commodity description, and quantity~~."
Audit	21	**Request to replace the following terms:**

DEVIATION FORM

		"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." **Request to replace terms with:** "The Contractor hereby agrees to retain all records of account relative to this contract for two (2) 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 at it's full expense. Such records and accounts shall be available for inspection and audit no more than once per calendar year during reasonable business hours and upon reasonable notice by the Commonwealth of Virginia or by independent outside certified public accountants engaged by the Commonwealth of Virginia who are not working on a contingency fee basis, who are reasonably acceptable to Contractor and who must be bound to reasonable and appropriate obligations of confidentiality reasonably acceptable to Contractor."
OWNERSHIP OF PRINTING MATERIALS	21	**Request to delete the following term:** "All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth." *Custom Ink has a library of third-party licensed designs, fonts, photos, etc. that customers may choose to print on their swag. Ownership of any such designs, fonts, etc. that are provided will not transfer to James Madison University and they cannot be used except for on Custom Ink products only (they can't be taken and used elsewhere).*
SUBCONTRACTS	21	**Request to delete the following term:** "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

DEVIATION FORM

		names, qualifications and experience of their proposed subcontractors." *At Custom Ink, we utilize a network of over 100 vendors to be able to fulfill customization of thousands of different products for our customers. Part of our agreement with CLC is that we have our printers complete an Authorized Manufacturer Agreement.* *In addition we have a hybrid approach where we use our own in-house teams for customer support and art support, while also enlist the support of subcontracted team members for workflow scalability so we're able to always meet customer needs and deadlines.* *For each order, Custom Ink reviews a variety of different factors in order to determine which production option will be used to meet our customer's needs for that order (such as customer's delivery date and the proximity between the warehoused products, the production facility and the customer), so it is impossible for us to predict ahead of time which vendor will be used to fulfill an order. Ultimately, there are too many vendors to list here as well.* *Regardless, Custom Ink has a 100% Satisfaction Guarantee for all the products you buy. We deliver high-quality products - products that look just like what you created on our site - and we do so on time. If the custom products you receive differ materially from what you created, are flawed, or if they arrive later than promised, we will make it right for you.*
ADDITIONAL TERMS AND SERVICES	22	**Request to delete the following term:** "Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions."
DELIVERY NOTIFICATION	26	**Request to replace the following terms:** "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." **Request to replace terms with:**

DEVIATION FORM

		"The Agency shall be notified as soon as orders have shipped. Notification shall be made by way of email to the email address that the order is placed under. A tracking link will be provided in the email."

CustomInk, LLC — Brian Miller/RVEP — 4/3/24

Company name **Authorized signature** **Date**

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

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

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1-2
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	2
IV.	STATEMENT OF NEEDS	Page	2-5
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	5-8
VI.	EVALUATION AND AWARD CRITERIA	Page	8-9
VII.	GENERAL TERMS AND CONDITIONS	Page	9-16
VIII.	SPECIAL TERMS AND CONDITIONS	Page	16-22
IX.	METHOD OF PAYMENT	Page	22
X.	PRICING SCHEDULE	Page	22-24
XI.	ATTACHMENTS	Page	24-31

A. Offeror Data Sheet
B. SWaM Utilization Plan
C. Sample of Standard Contract
D. Zone Map
E. PAC Agreement

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' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

		Points
1.	Quality of products/services offered and suitability for intended purposes	30
2.	Qualifications and experience of Offeror in providing the goods/services	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
		100

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

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

VII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, 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. PRECENDENCE 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 Contact 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 #

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:_____	By:_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
Title:_____	Title:_____

SAMPLE

ATTACHMENT D

Zone Map

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

List of member institutions by zones

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

SAMPLE

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]

SAMPLE

ACCEPTANCE

For James Madison University	**For [Vendor]**
_____	_____
[Lead Proc]	[Vendor Contact]
[Lead Job Title]	[Vendor Contact Title]
_____	_____
Date	Date

Agreement #: [JMU Contract-Number]-PAC

JAMES MADISON UNIVERSITY

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,

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

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

JAMES MADISON UNIVERSITY

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,

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

Office of
PROCUREMENT SERVICES

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

JAMES MADISON UNIVERSITY

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.

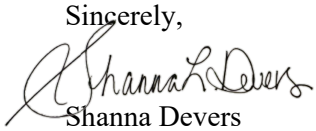
3. Question: What is the ideal number of awardees?

   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,



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