



COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract No. UCPJMU6981

This contract entered into this 31st day of January 2025, by The Image Group, Inc. 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.

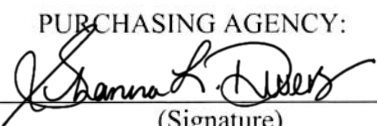
The contract documents shall consist of:

- (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 February 28, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated December 19, 2024
 - (b) Publicly Accessible Contract (PAC) Agreement, effective April 1, 2025

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

CONTRACTOR:
By: 
(Signature)
Richard L. Low
(Printed Name)

Title: Director, Richmond

PURCHASING AGENCY:
By: 
(Signature)
Shanna Devers
(Printed Name)

Title: Lead Commodity Contract Officer

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for The Image Group
December 19, 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. Contract price:
 - i. **Royalty bearing orders**- Column pricing PLUS 10%
 - ii. **Non-royalty bearing orders**- Column pricing
 - b. Electronic Proofs- no additional cost
 - c. Contractor shall pass on exact freight costs to the University as applicable.
 - d. Contractor shall waive restocking and shipping of returns/exchanges on items that are misprinted or incorrect. Item must be returned within 60 days following receipt of item.
 - e. Contractor shall waive associated costs for replacement of defective, broken, or damaged items. Item must be returned within 60 days following receipt of item.
 - f. Contractor shall not bill the Purchasing Agency charge card processing fees.
 - g. Prior to production and if requested, the Contractor shall provide final product sample(s) *(with logo)* to the University at no additional cost when applicable. In the event of a cost, Contractor will share equally in the cost of any pre-production samples when an order results.
 - h. Set-up fees- waived if not charged by the supplier
4. Contractor's **Imprinting Services** pricing schedule is as follows:
 - a. Embroidery pricing: *(Embroidery only, apparel/item not included)*

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$9.54	\$9.00	\$6.81	\$6.28	\$5.19	\$4.66	\$4.66	\$4.13	\$4.13
Up to 5000	\$10.12	\$9.55	\$7.38	\$6.62	\$5.72	\$5.19	\$5.19	\$4.62	\$4.62
Up to 6000	\$10.68	\$10.08	\$7.91	\$7.38	\$6.28	\$5.72	\$5.72	\$5.09	\$5.09
Up to 7000	\$11.28	\$10.64	\$8.45	\$7.91	\$6.81	\$6.28	\$6.28	\$5.58	\$5.58
Up to 8000	\$11.84	\$11.17	\$9.00	\$8.45	\$7.38	\$6.81	\$6.81	\$6.06	\$6.06
Up to 9000	\$12.44	\$11.74	\$9.55	\$9.00	\$7.91	\$7.38	\$7.38	\$6.57	\$6.57
Up to 10000	\$13.88	\$13.09	\$10.60	\$10.06	\$8.83	\$8.21	\$8.21	\$7.30	\$7.30

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for The Image Group
December 19, 2024

Each Addtl. 1000 stitches	\$1.44	\$1.36	\$1.06	\$1.06	\$0.92	\$0.83	\$0.83	\$0.74	\$0.74
---------------------------	--------	--------	--------	--------	--------	--------	--------	--------	--------

b. Additional Embroidery Pricing:

Poly Bagging	\$0.66 per piece
Applying Labels to Items	\$0.35 per piece
Embroidering Thicker or Canvas Materials	\$1.89 per piece per location
Embroidering Backpacks	\$0.63 per piece per location
Embroidering and Folding Blankets	\$0.63 per piece per location
Embroidering Hats	\$0.31 per piece per location
Personalization	First Line: \$5.63 per location Additional Lines: \$1.88 per line per location
Tape Edits	\$18.75
Sewouts on New Logos	\$9.55 per sewout

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

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	NA	NA	NA	NA	NA	NA	NA
12-23	\$5.74	\$7.02	\$8.23	\$9.89	\$11.83	\$14.23	\$0.35
24-47	\$4.02	\$5.23	\$6.43	\$7.72	\$9.26	\$11.08	\$0.35
48-71	\$3.02	\$4.02	\$4.92	\$5.75	\$6.79	\$7.75	\$0.35
72-143	\$2.32	\$2.81	\$3.30	\$3.77	\$4.34	\$5.06	\$0.35
144-287	\$2.00	\$2.34	\$2.70	\$3.08	\$3.43	\$3.79	\$0.35
288-499	\$1.66	\$1.89	\$2.13	\$2.36	\$2.62	\$2.87	\$0.35
500-999	\$1.28	\$1.42	\$1.53	\$1.66	\$1.77	\$1.89	\$0.35
1,000-1,999	\$1.19	\$1.28	\$1.42	\$1.53	\$1.66	\$1.77	\$0.35
2,000-4,999	\$1.04	\$1.19	\$1.28	\$1.42	\$1.53	\$1.66	\$0.35
5,000-up	\$0.94	\$1.04	\$1.19	\$1.42	\$1.53	\$1.66	\$0.35

- d. Custom designing and creating artwork- \$60 per hour for new artwork. Contractor shall waive responsible adjustments on production-ready artwork.
- e. Custom designing and creating print screen and embroidery artwork- \$60 per hour for new artwork. Contractor shall waive responsible adjustments on production-ready artwork.
- f. Contractor shall provide sample items, material, and/or color swatches at no additional cost when applicable. In the event of a cost, Contractor will share equally the cost of any samples and materials when an order results.
- g. Contractor shall pass on exact freight costs to the University as applicable.

3rd Party Shipping Account for UPS & FedEx- \$6.19
Drop ships for more than two (2) locations- \$8.00 per box
Sort and Pack for Dropships (Different Items Per Location)- \$0.31 per piece
International Shipping Labels- \$12.50

- h. Contractor shall waive associated costs for returns and shipping fees for embroidery and screen-printing items, in the case of manufacturing defects or errors.

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for The Image Group
December 19, 2024

- i. Contractor shall not bill the Purchasing Agency charge card processing fees.
- j. Prior to production and if requested, the Contractor shall provide final product sample(s) (*with logo*) to the University at no additional cost when applicable. In the event of a cost, Contractor will share equally in the cost of any pre-production samples when an order results.
- k. Set-up fees- Set-up fees- waived if not charged by the supplier

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	Rebate %
\$100,000 +	2.5%

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 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.
- c. All deliveries made to the Purchasing Agency shall be FOB destination.
- d. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
- e. The contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.
- f. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing and/or discounts.
- g. The following language shall be added to the contract:

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

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for The Image Group
December 19, 2024

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.

- h. Contractor agrees James Madison University intends to exclusively utilize electronic catalogs for product sourcing and will not utilize any webstores or customized e-commerce platforms offered by your firm, with the exception of eVA punchout catalogs. These options may be utilized by other universities, agencies, and localities.
- i. Contractor rescinds all terms and conditions as listed in their proposal.
- j. Contractor rescinds terms and conditions listed on sample invoice provided with proposal, and for all invoiced submitted to the University.
- k. Contractor agrees to modify language listed on sample quote, and for all quotes submitted to the University, to read as follows, "All ideas or concepts presented **by The Image Group** remain the exclusive property of The Image Group until the project has been completed and full compensation has been made to The Image Group."
- l. 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 The Image Group, Inc., (“Vendor”).

TERM

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

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6981, 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:

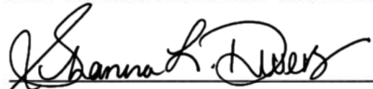
Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

~~Kevin Simmons~~ *Richard Low*
The Image Group, Inc.
11049 Lakeridge Parkway
Ashland, VA 23005
Email: ~~ksimmons@theimagegroup.com~~
r1ow@theimagegroup.com

ACCEPTANCE

For James Madison University

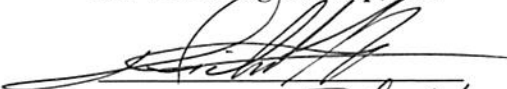

Shanna Devers
Buyer Senior

02/24/2025

Date

Agreement #: UCPJMU6981-PAC

For The Image Group, Inc.


~~Kevin Simmons~~ *Richard Low*
~~Account Executive~~ *Director*

2/6/25

Date



the image group

ORIGINAL

March 29, 2024

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

To whom it may concern:

I am writing to express our enthusiasm in responding to the Request for Proposal (RFP) issued by James Madison University. As an Account Executive with The Image Group, I am pleased to submit our proposal for your consideration.

The Image Group is committed to providing exceptional promotional products to help elevate your brand visibility among your target audiences. With over 40 years of experience in the industry, we have successfully assisted numerous clients in meeting and exceeding their branding goals.

Enclosed, you will find our proposal, which includes a comprehensive narrative statement highlighting our expertise, qualifications, and experience.

Our team comprises highly skilled professionals dedicated to delivering outstanding results and ensuring client satisfaction. We take pride in our attention to detail, commitment to excellence, and ability to tailor our services to meet the unique needs of each client.

We welcome the opportunity to further discuss how The Image Group can contribute to the success of James Madison University. Should you have any questions or require additional information, please do not hesitate to contact me directly at (804) 916-1265 or ksimmons@theimagegroup.com.

Thank you for considering The Image Group for this opportunity. We look forward to the possibility of working together and contributing to the achievement of your objectives.

Warm regards,

Kevin Simmons

Account Executive | The Image Group



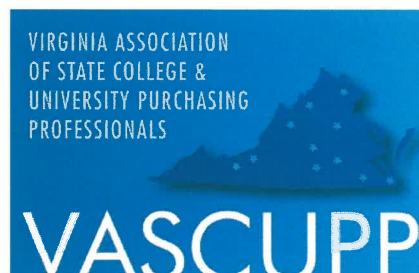


Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024



REQUEST FOR PROPOSAL

RFP# SLD-1200

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

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

Sealed Proposals Will Be Received Until 2:00 PM on March 27, 2024 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Buyer Senior, Procurement Services, deverssl@jmu.edu; 540-568-3131; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

The Image Group, Inc.

11049 Lakeridge Parkway

Ashland, VA 23005

By:


(Signature in Ink)

Name: Kevin Simmons

(Please Print)

Date: February 28, 2024

Title: Account Executive

Web Address: <http://www.theimagegroup.com>

Phone: (804) 916-1265

Email: ksimmons@theimagegroup.com

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES \Rightarrow ☐ 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	2-26
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	26-29
VI.	EVALUATION AND AWARD CRITERIA	Page	29-30
VII.	GENERAL TERMS AND CONDITIONS	Page	30-37
VIII.	SPECIAL TERMS AND CONDITIONS	Page	37-43
IX.	METHOD OF PAYMENT	Page	43-44
X.	PRICING SCHEDULE	Page	44-52
XI.	ATTACHMENTS	Page	53-62
	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.*

At The Image Group, we are proud members of PeerNet, a premier buying group within our industry. This membership enables us to offer our customers the best pricing and discounts available in the market. Through our participation, we gain access to competitive pricing on a wide range of promotional items, which are showcased in our comprehensive electronic catalog.

Our electronic catalog, accessible through our PeerNet platform, ESP site, and 2024 Fresh Ideas catalog, features a diverse selection of promotional products, each with a list price displayed. When quoting projects, we prioritize providing our customers with the most favorable pricing and discounts possible. Our membership in PeerNet allows us to leverage our collective purchasing power, resulting in significant cost savings that we pass on to our valued clients.

For specific pricing details, including contract pricing, percentage discounts, and quantity discounts, please refer to Section X. Pricing Schedule, A.1. of the RFP document.

If you have any further questions regarding our pricing structure or our participation in PeerNet, please don't hesitate to contact our sales team.

PeerNet Platform:
<https://peernetgroup.com/>

ESP Site:
<https://ksimmons.espwebsite.com/>

2024 Fresh Ideas Catalog:
<https://zoom.freshideascatalog.com/the-image-group-fresh-ideas-2024>

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

At The Image Group, we excel in tailoring solutions to meet the unique needs of esteemed institutions like James Madison University (JMU). Here's how we can customize an electronic catalog specifically for JMU:

Tailored Design: Our experienced designers specialize in creating electronic catalogs that align seamlessly with JMU's branding guidelines and marketing objectives. From layout to imagery, every aspect is meticulously crafted to reflect the essence of JMU's identity.

Comprehensive Content: Our customized catalogs showcase a diverse array of merchandise, from staple items available through our inventory program to personalized options for on-demand orders. With department-specific logos and branding, JMU can enhance brand visibility and cohesion across campus.

Flexible Solutions: We offer flexible inventory programs, ensuring quick access to essential items stored in our warehouse for last-minute events or recurring orders. Additionally, our partnership with vendors enables us to fulfill

on-demand orders with logo imprinting capabilities, empowering JMU to personalize merchandise to suit various campus needs.

Efficient Platforms: To streamline the ordering process, we leverage platforms like JotForm to create temporary pop-up stores for events and special occasions. The Image Group employs several leading proprietary ecommerce platforms, currently utilized by leading higher education institutions in the US. These online stores provide a convenient way for JMU's community to place orders within a designated time frame, ensuring efficient processing and delivery.

Your Success is Our Priority: We are dedicated to exceeding JMU's expectations by delivering tailored solutions that drive success. If you're interested in exploring any of these solutions further or have specific requirements for upcoming events at JMU, our team is ready to assist you every step of the way.

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

At The Image Group, we prioritize transparency and quality assurance in every step of our order fulfillment process, including the provision of electronic proofs. This ensures that our clients, like James Madison University (JMU), have full confidence in the final product before production begins. Here's how our electronic proofing process works:

Electronic Proof Process: Upon receiving an order from JMU, our expert graphic designers promptly create digital proofs of the requested designs. These proofs include crucial elements such as logo placement, color schemes, and messaging, providing a clear representation of the final product.

Client Collaboration: We then send the electronic proofs to JMU for review and approval. This collaborative approach allows our clients to assess the design for accuracy, ensuring that it meets their branding guidelines and expectations. Any requested revisions are promptly addressed to achieve perfection.

Revision and Approval: Our team works closely with JMU to incorporate any feedback or revisions until the proofs meet their exact specifications. Once approved, we move forward with production, confident in the accuracy and quality of the final design.

No Additional Charges: We believe in providing exceptional service as standard practice. Therefore, there are no additional charges for pre-production electronic proofs. This commitment underscores our dedication to ensuring client satisfaction and the highest quality standards.

By providing electronic proofs at no extra cost, we demonstrate our commitment to transparency, accuracy, and client satisfaction throughout the production process.

If you have any questions about our electronic proofing process or would like to discuss specific requirements for an upcoming order, please don't hesitate to reach out to our team. We're here to assist you every step of the way.

Clarification: Please note that electronic proofs are a standard part of our order fulfillment process and do not incur additional charges. However, for complex or specialized projects requiring custom mockups, associated costs may apply. Our team is available to discuss any custom mockup needs beyond the standard electronic proofing process and provide transparent pricing information tailored to your requirements.

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

At The Image Group, we prioritize personalized service and support for all our clients, including James Madison University (JMU). As the designated sales representative for this account, I am committed to ensuring that JMU receives the highest level of attention and assistance. Here's how we can support JMU:

Local Representation: Although our office is based in Ashland, VA, I am available as the primary point of contact for JMU. While occasional visits to campus are feasible upon request, I am readily available for video conferencing, phone calls, or email communications to address any questions or concerns promptly.

Efficient Order Management: Our Ashland team is equipped to manage orders efficiently and accurately, ensuring timely execution with attention to detail.

Dedicated Customer Service: In addition to my support, our dedicated customer service team in Ashland is committed to providing quick resolution to any issues or inquiries that may arise, ensuring a seamless experience for JMU.

Tailored Support: Understanding JMU's unique needs, we offer flexible and adaptable support to meet specific requirements and objectives. Whether it's product recommendations, order management assistance, or issue resolution, we are here to support JMU every step of the way.

National Account Support: In addition to servicing local clients like VCU, Randolph Macon, Interbake Foods, or Virginia Is For Lovers, our Ashland location is equipped to support our national accounts as well – such as Black and Decker, WestRock, PoolCorp. Our team is experienced in handling the unique needs of national clients, providing efficient order management and dedicated customer service to ensure seamless experiences across all locations.

Our commitment to personalized service, backed by a dedicated team in Ashland, guarantees that JMU receives the attention and support needed for successful promotional initiatives.

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

Contact Information:

As your dedicated sales representative:

- **Name:** Kevin Simmons, Account Executive
- **Email:** ksimmons@theimagegroup.com
- **Phone:** (804) 916-1265
- **Address:** 11049 Lakeridge Parkway, Ashland, VA 23005

Invoicing and Payments:

- **Email (Accounting):** accounting@theimagegroup.com
- **Email (Receivables):** receivables@theimagegroup.com
- **Phone:** (800) 860-2111

Customer Service:

- **Email:** hello@theimagegroup.com
- **Phone:** (800) 258-2743 or (866) 272-5162

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

At The Image Group, our proven track record in collaborating with educational institutions mirrors the structure and needs of esteemed universities like James Madison University (JMU). Drawing from successful partnerships with institutions such as Virginia Commonwealth University, Bryant & Stratton College, Randolph Macon College, University of Michigan, and more, we bring invaluable expertise to our engagements.

Collaborative Approach:

Understanding Needs: We engage in comprehensive discussions to discern the specific needs and objectives of each department. By actively listening and identifying key goals, we tailor solutions that align seamlessly with departmental objectives.

Tailored Solutions: Leveraging our deep understanding and experience, we offer customized solutions that cater to the unique requirements of educational departments. Whether it's supplying custom-branded merchandise for alumni events, creating promotional materials for student recruitment, or delivering branded apparel for sports teams, our offerings are meticulously crafted to meet diverse needs.

Personalized Service: Each department is assigned a dedicated account executive, like Kevin Simmons, who serves as the primary point of contact. Our account executives provide personalized assistance, offering guidance, recommendations, and unwavering support throughout the entire process. Additionally, our in-house support services ensure that clients receive comprehensive assistance at every stage of their project.

Streamlined Collaboration: Our user-friendly online platform facilitates seamless collaboration for individual orders. Departments can easily submit orders, provide feedback, and monitor progress. Alternatively, direct

communication channels with designated account executives ensure efficient and transparent collaboration.

Flexibility and Adaptability: Recognizing the dynamic nature of educational institutions, we remain agile and adaptable in our approach. We readily accommodate changes, expedited requests, and unforeseen circumstances without compromising on quality or service.

Our extensive experience and successful collaborations underscore our commitment to delivering exceptional service, tailored solutions, and seamless collaboration. We look forward to leveraging our expertise to support the success of JMU's diverse departments.

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/>

At The Image Group, we prioritize compliance with licensing requirements for institutions like James Madison University (JMU). As of March 11th, our firm holds a valid license through The Collegiate Licensing Company (CLC) to serve other schools within our portfolio – such as VCU, University of Richmond, University of Michigan, Washington and Lee University, Bowling Green State University, and many others.

While we are currently licensed with CLC for other institutions, we recognize the specific licensing needs of JMU. Upon being awarded the contract, we are fully prepared to expedite the process and obtain the requisite CLC license for JMU swiftly.

We understand the significance of licensing compliance and are committed to ensuring that all necessary requirements are met prior to the contract award, thereby affirming our dedication to regulatory adherence and client satisfaction.

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.

At The Image Group, we are adept at navigating trademark and licensing requirements, drawing on our established licensing through CLC for multiple institutions. While we presently lack licensing for James Madison University (JMU), we stand ready to initiate the licensing process promptly upon contract award.

Our Licensing Expertise:

CLC Authorization: Our current CLC licensing authorizes us to utilize school logos across a spectrum of items for various institutions. This demonstrates our adherence to trademark and licensing regulations prevalent in the collegiate domain.

Preparedness for JMU Licensing: Recognizing the significance of aligning with JMU's branding guidelines, we pledge to obtain the requisite licensing specific to JMU's trademarks and logos swiftly. The Image Group works diligently to protect the brand standards of all our clients, positioning ourselves as the "brand protectors." We ensure that our clients' logos are used appropriately and adhere strictly to brand guidelines and standards. Notable clients we work with include Virginia Is For Lovers, WestRock, PoolCorp, Black and Decker, Lansing Building Products, and many others.

NCAA Sticker Adherence: While our CLC licensing permits school logo use, it does not extend to NCAA sticker application. We rigorously abide by these guidelines to ensure compliance with licensing regulations.

Our Commitment to Compliance: Our commitment to compliance transcends mere adherence to licensing requisites. We prioritize transparency, collaboration, and accountability, collaborating closely with legal experts and licensing bodies to ensure comprehensive compliance throughout the project lifecycle.

As an awarded contractor, rest assured that The Image Group will uphold the highest trademark and licensing standards, including securing specific licensing for James Madison University and adhering to NCAA sticker usage guidelines. Our proactive stance and dedication to excellence ensure that your branding needs will be met with professionalism and integrity.

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.*

At The Image Group, we prioritize client satisfaction by offering pre-production samples of most logoed items, empowering departments to assess quality and suitability before final production. Our process ensures meticulous attention to detail and open communication to meet each department's unique needs.

Sample Process:

Consultation and Artwork Preparation: We begin with a thorough consultation to understand departmental needs. Our design team then prepares artwork incorporating the department's logo and customization details.

Sample Production and Quality Assurance: Samples are crafted with precision using premium materials and printing techniques, undergoing rigorous quality checks for accuracy and durability.

Presentation and Feedback: We present samples for review and welcome feedback to ensure alignment with expectations. This collaborative process allows for adjustments to achieve the desired outcome.

Costs and Recommendations: While costs vary based on factors like item complexity and quantity, we provide transparent pricing information. We encourage sample use, especially for complex projects, offering fair and competitive pricing.

We advocate for pre-production samples to empower informed decisions and preempt potential issues, fostering confidence in the final product.

Commitment to Satisfaction: At The Image Group, client success is paramount. Our dedication to quality and service extends to the pre-production phase, where we aim to surpass expectations and deliver results aligned with departmental goals.

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

Minimum Order Requirements and Pricing:

Inventory Items: Enjoy the convenience of ordering from our inventory with **no minimum requirements**. Our inventory program allows our clients to maintain inventory of commonly used items that can be ordered from an online platform at any time. Select from a diverse range of ready-to-ship products, ensuring accessibility without constraints on quantity. Pricing remains consistent regardless of order size, offering convenience and flexibility. Don't let a last minute or pop-up event where promotional items are needed catch you off guard - let our inventory program work for you!

On-Demand Orders: Fulfill your needs with as few as one piece for on-demand orders. Our on-demand platform allows users to shop from a wide selection of apparel items and a limited amount of hardgoods to fulfill needs for small custom orders. Pricing adjusts based on quantity, with larger orders often benefiting from more favorable pricing per unit. This option provides customized solutions with flexible quantities and competitive pricing.

Custom Orders:

Soft Goods: Personalize embroidered items with a minimum order of just one piece. For screen-printed soft goods, the minimum order quantity is 24 pieces. This flexibility allows for individualized items without large quantity constraints while ensuring efficiency in the screen printing process.

Hard Goods: Minimum order requirements for hard goods vary by item and vendor. Our team collaborates closely with clients to determine the optimal minimum order quantity based on preferences, budget, and project specifications. Whether it's branded merchandise or corporate gifts, we ensure tailored solutions to meet unique requirements.

Commitment to Value: At The Image Group, delivering value is paramount. Our transparent pricing and flexible options empower clients to make informed decisions aligned with their budget and objectives. From inventory items to custom orders, we're committed to exceeding expectations and providing cost-effective solutions tailored to your needs.

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*.

Delivery Options and Turnaround Time:

Turnaround Time: We understand the uniqueness of each order and tailor our turnaround times accordingly. Factors like vendor, decoration method, quantity, and product complexity influence turnaround times. While we cannot provide a standardized timeframe, we prioritize prompt processing and collaborate closely with our suppliers to expedite orders efficiently, meeting our clients' deadlines whenever possible.

Delivery Methods: Enjoy a variety of delivery options to suit your preferences and requirements. Most orders are shipped via UPS, our primary courier, ensuring reliable and efficient delivery. Additionally, we partner with FedEx, USPS, and regional couriers to offer flexibility. For larger projects or specialized handling, such as palletized shipments, we can arrange truck deliveries.

Rush Services: Need expedited processing and delivery? Many of our vendors offer rush services for urgent orders. While not all items qualify, we strive to accommodate rush requests whenever feasible. Additional fees may apply, and availability is subject to vendor discretion.

Our Commitment to You: At The Image Group, exceeding your expectations is our priority. Whether meeting tight deadlines, accommodating special delivery requests, or providing rush services, we go the extra mile to ensure your satisfaction with every order.

12. Describe process for packaging orders.

Packaging Process: Ensuring Safe Delivery

Drop Ship Orders: The majority of our orders ship directly from our vendors, who meticulously package items to prevent damage during transit. With a focus on meeting stringent quality standards, our vendors accommodate special packaging requests to ensure your items arrive intact.

Special Requirements: Have specific packaging needs? We work closely with our vendors to fulfill custom packaging requests, ensuring each order is handled with care and attention to detail, regardless of complexity.

Kitting Services: For orders requiring kitting or assembly, our warehouse facility offers comprehensive services. Our experienced team assembles items, selects appropriate packaging materials, and determines optimal shipping methods for timely delivery.

Warehouse Fulfillment: Inventory items stored in our Ashland warehouse undergo careful selection and packaging by our team before dispatch. We prioritize efficient processing and meticulous packaging to guarantee satisfaction with every delivery.

Eco-Friendly Practices: Sustainability matters. We and our vendors prioritize eco-friendly packaging materials to minimize our carbon footprint and contribute to a healthier planet.

Our Commitment to You: At The Image Group, we're dedicated to delivering orders of the highest quality while upholding environmental responsibility.

Whether shipping from vendors or our warehouse, your satisfaction and sustainability are our priorities.

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

Return and Exchange Policies: Your Satisfaction Guaranteed

Return Window: Enjoy peace of mind with a generous 60-day return window from the date of delivery for unused inventory items.

Return Label: We provide return labels for our errors. For returns due to reasons such as incorrect sizing or a change of preference, clients cover shipping costs.

Return Authorization (RA) Number: To initiate a return, contact our customer service team at hello@tigstores.com for an RA number, which should be prominently displayed on the returned package.

Exchanges: Need a replacement? Simply include a note specifying the desired exchange inside the returned package.

Exclusions: While made-to-order or custom goods aren't eligible for returns, we offer replacements for production or shipment errors on our part without requiring return of the original item.

Restocking and Shipping Fees: Restocking and shipping fees for returns/exchanges are detailed in Section X, Pricing Schedule, A.4 of our proposal, tailored to each situation.

Our Commitment: Your satisfaction is our priority. Our dedicated customer service team is here to address any inquiries and ensure a seamless experience for you.

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

Effortless Replacement Process: Your Satisfaction Our Priority

Return Window: Enjoy the flexibility of a 60-day return window from the date of delivery for all unused inventory items. We've got you covered with return labels for our errors, while clients cover shipping costs for other return reasons. Shipping fees vary and are detailed for transparency.

Initiating a Return: Simply connect with our dedicated customer service team at hello@tigstores.com to secure your RA (Return Authorization) number. This essential step ensures smooth processing, so be sure to prominently display the RA number on your returned package.

Exchange Process: Need a swap? Just drop a note inside your package specifying your desired replacement. And if exchange instructions are MIA, don't worry; we'll promptly process a refund instead.

Exceptions: While made-to-order items or custom goods can't hit reverse, rest assured that if we're responsible for a production or shipment hiccup, we'll swiftly dispatch a replacement without any return hassle.

Associated Costs: Dive into Section X. Pricing Schedule, A.5 of our proposal for a detailed breakdown of costs associated with replacement items. We believe in transparent pricing and fair terms to ensure your experience is nothing short of stellar.

Our Pledge: Your satisfaction fuels our mission. Count on our dedicated customer service team to swiftly and professionally address any concerns or issues you encounter. From defective items to damaged goods, we're here to make things right, every step of the way.

15. Describe quality control process(s).

Ensuring Excellence: Our Quality Control Process

Partnering for Excellence: At The Image Group, we're committed to sourcing from the best. With over 40 leading suppliers in our network, each selected for their unwavering commitment to quality, safety, and environmental standards, we ensure that every product meets our rigorous criteria.

Industry-Leading Collaboration: We don't just follow standards; we help set them. Through ongoing collaboration with industry leaders, we stay ahead of the curve, implementing cutting-edge best practices that elevate our processes and guarantee superior outcomes for our clients.

Innovation at Every Turn: Innovation drives us. Constantly exploring new products, decoration techniques, and packaging solutions, we offer our clients access to exclusive trends and offerings, giving them a competitive edge in the market.

Value and Service: Our purchasing power translates into competitive pricing and preferred lead times, ensuring that our clients receive exceptional value without compromising on quality. Coupled with our unwavering commitment to service excellence, we deliver an unparalleled experience from start to finish.

Client-Centric Focus: Your satisfaction is our priority. From meticulous quality checks to personalized service, we go above and beyond to ensure that every product we deliver exceeds your expectations, reflecting the integrity and value of your brand.

Conclusion: Elevating Expectations: At The Image Group, quality control isn't just a process; it's our promise. With stringent standards, collaborative innovation, and a client-centric approach, we ensure that every product we deliver upholds the highest standards of quality and craftsmanship.

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

Attached to this document, you will find a sample quote tailored to your specifications, similar to what you would receive for a custom order request.

This quote includes the pricing details specific to your needs, showcasing the contract price we're able to offer.

At The Image Group, we pride ourselves on leveraging our strong relationships with vendors to provide our customers with the best pricing and lead times possible. We're committed to ensuring that you receive competitive pricing and exceptional value for your investment.

17. Describe payment options available.

At The Image Group, we believe in making your purchasing experience as smooth and convenient as possible. That's why we offer a range of flexible payment options to suit your needs:

1. Secure Credit Card Payments: Enjoy peace of mind with our secure online payment portal, accepting all major credit cards - Visa, Mastercard, American Express, and Discover. With just a few clicks, you can complete your transaction quickly and securely.

2. Effortless ACH Transfers: Streamline your payments with Automated Clearing House (ACH) transfers, a reliable and cost-effective way to transfer funds directly from your bank account to ours. Say goodbye to paperwork and delays, and hello to seamless transactions.

3. Traditional Check Payments: If you prefer the familiarity of check payments, we've got you covered. Simply make your check payable to The Image Group and mail it to our main office. Our finance team will process it promptly, ensuring your account is up to date.

4. Convenient Credit Terms: Qualified clients can enjoy the convenience of invoiced payments with approved credit terms. Submit a credit application to our finance department for review, and once approved, you can benefit from flexible payment schedules tailored to your needs.

Our Promise to You: Your satisfaction is our priority. Whether you have questions about payment options, need assistance with invoicing, or want to explore credit terms, our dedicated finance team is here to help. We're committed to providing a seamless and hassle-free payment experience, every step of the way.

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

Certainly! We will include a sample invoice along with our preferred methods of payment in the attached document for your review. Our preferred methods of payment include credit card, ACH transfer, or setting up payment terms, whichever is most convenient for you.

Please refer to the attached sample invoice for a detailed breakdown of charges and payment instructions. If you have any questions about the invoice or the payment process, feel free to reach out to us. We're here to ensure a smooth and hassle-free experience for you.

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

Accepting Charge Card Payments for Your Convenience

At The Image Group, we're committed to making your purchasing experience as convenient as possible. That's why we're pleased to offer the acceptance of charge card payments:

Yes, we accept charge card payments: Whether you prefer Visa, Mastercard, American Express, or other major credit cards, we've got you covered. Enjoy the flexibility and convenience of paying with your preferred charge card.

Transparent Processing Fees: We believe in transparency every step of the way. Our associated processing fees are clearly outlined in Section X. Pricing Schedule, A. 6 of our proposal. Feel free to reach out if you'd like more information about these fees or have any questions.

Your Satisfaction Matters: At The Image Group, your satisfaction is our top priority. By accepting charge card payments and providing transparent fee disclosure, we aim to make your payment process hassle-free and straightforward. We're here to support you and ensure a positive experience from start to finish.

20. Provide any incentive rebate options or packages.

Unlock Extra Savings with Our Incentive Rebate Options

At The Image Group, we believe in rewarding our valued clients for their trust and loyalty. That's why we're excited to offer a range of incentive rebate options and packages designed to elevate your experience and maximize your savings:

Annual Sales Rebate Program: Join our Annual Sales Rebate Program and watch your savings grow. When your account reaches \$100,000 in annual sales, you qualify for a generous 2.5% rebate credited directly to your account at the end of the year. It's our way of saying thank you for your continued partnership and support.

Volume Discounts: Need to place a larger order? You're in luck! Take advantage of our volume discounts and enjoy significant savings on bulk orders. The more you order, the more you save, making it easier than ever to stretch your budget and get the most value out of your purchases.

Our Promise of Value: At The Image Group, delivering exceptional value is at the core of everything we do. Our incentive rebate options and volume discounts are just some of the ways we demonstrate our commitment to your success. Get ready to unlock extra savings and enjoy a seamless purchasing experience with us.

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

Unlock Your Full Potential with Our Comprehensive Offerings

At The Image Group, we're not just a provider – we're your partner in success. Here's a glimpse of the extensive goods and services we offer to elevate your brand and exceed your expectations:

1. **Promotional Products:** Choose from over 80,000 customizable items for every occasion, from operational supplies to standout tradeshow giveaways.
2. **Print Services:** Make a lasting impression with our full suite of print solutions, including vibrant vehicle graphics, eye-catching signage, and polished collateral printing.
3. **E-Commerce Expertise:** Simplify your online presence with our seamless e-commerce solutions, managing over 100 online stores, including tailored company and event-based pop-up shops.
4. **Creative Genius:** Let our in-house design team unleash their creativity, delivering captivating designs for print and digital applications that leave a lasting impact.
5. **Efficient Warehousing:** From sourcing to shipping, we handle it all with precision, including kitting experiences that streamline fulfillment for events, milestones, and more.
6. **Precision Decoration:** With our in-house screen printing and embroidery facilities, we bring your vision to life with unparalleled quality and speed.
7. **Tailored Solutions:** From employee recognition to company rebranding, our expertise extends to specialized programs designed to meet your unique needs.

Set-Up Fees and Costs: Our set-up fees and associated costs are tailored to your specific requirements and detailed in Section X. Pricing Schedule, A. 7 of our proposal. We believe in transparency and strive to provide fair and competitive pricing for every project.

Your Success is Our Priority: At The Image Group, excellence is not just a goal – it's our standard. Trust us to deliver exceptional quality and service across all our offerings, helping you achieve your goals and stand out from the crowd.

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.).

At The Image Group, we offer a comprehensive suite of imprinting services to meet the diverse needs of James Madison University (JMU). Our imprinting capabilities through our in-house decoration department or trusted vendor partners encompass a range of techniques, ensuring high-quality customization that aligns with JMU's branding standards and objectives. Depending on the type of project and decorating requirements, we'll make all the necessary arrangements to best suit your project needs. Here's an overview of our imprinting services:

Embroidery: Our state-of-the-art embroidery equipment allows us to create intricate designs with precision and detail. From logos to lettering, we offer a wide selection of thread colors to match JMU's brand identity accurately. With extensive experience in embroidering various fabrics and garments, we ensure durable and professional results that enhance the visual appeal of branded merchandise.

Screen Printing: We specialize in multi-color screen printing, enabling vibrant and eye-catching designs on apparel, promotional items, and more. Our advanced printing technology delivers crisp and long-lasting graphics, capturing the essence of JMU's brand with clarity and impact. Whether it's t-shirts for campus events or promotional giveaways, our screen printing services offer versatility and quality craftsmanship.

Dye-Sublimation: For vibrant and full-color designs on polyester fabrics, our dye-sublimation services offer a high-quality solution. This process allows for seamless integration of designs into the fabric, resulting in vivid and durable prints ideal for performance apparel, banners, and signage.

Direct to Garment Printing: Our direct to garment printing services provide a cost-effective solution for small batch orders and intricate designs. Using specialized printers, we can reproduce detailed artwork directly onto garments with precision and color accuracy, ensuring vibrant and long-lasting prints.

Embossing: Elevate your branded materials with our embossing services, adding texture and dimension to logos, monograms, and other designs. Our precise embossing techniques create tactile elements that stand out on paper, leather, vinyl, and various substrates. With customizable embossing options, we bring a tactile dimension to JMU's print materials, enhancing their visual appeal and sophistication.

Etching: For premium corporate gifts, awards, and promotional items, our etching services provide a sophisticated and timeless finish. Utilizing laser and chemical etching methods, we engrave logos, names, and messages onto metal, glass, acrylic, and other materials. The result is a sleek and permanent mark that reflects JMU's commitment to excellence and distinction.

Customization Options: In addition to the aforementioned imprinting services, we offer a range of customization options to tailor designs to JMU's specific requirements. Whether it's color matching to JMU's PMS standards,

incorporating unique design elements, or exploring innovative techniques, our team works closely with JMU to bring their vision to life.

Ownership of Design Work: JMU can rest assured that any design work created under this contract remains the property of the university. We respect intellectual property rights and adhere to contractual obligations regarding design ownership and usage.

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

For soft goods, we typically accommodate small orders, particularly for embroidery, ensuring flexibility and accessibility. However, for screen-printed goods, we generally require a minimum order of 12 pieces to optimize production efficiency and cost-effectiveness.

Regarding hard goods, minimum order requirements can vary significantly based on factors such as the vendor, item type, and decoration method. These requirements are often determined on a case-by-case basis to best suit the specific needs of James Madison University (JMU) and the project at hand.

For inventoried items, JMU has the freedom to order as many or as few pieces as needed, depending on the availability of inventory in stock. This approach offers the convenience of flexible ordering while ensuring that JMU can readily access the desired products without being constrained by minimum order quantities.

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

For detailed pricing information on our embroidery services, please consult Section X, under Pricing Schedule, B. 1. This section provides a comprehensive breakdown of our embroidery pricing structure, ensuring transparency and facilitating informed decision-making. Should you require further clarification or have any questions, our team is readily available to assist you every step of the way.

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

To access a comprehensive embroidery pricing guide, kindly refer to Section X, located under Pricing Schedule, B. 2. This guide offers detailed insights into our embroidery pricing structure, empowering you to make informed decisions. Should you need additional assistance or have any inquiries, please don't hesitate to reach out to our team. We're committed to providing the support you need throughout this process.

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

For pricing details regarding our screen-printing services, please see Section X, under Pricing Schedule, B. 3. This section contains comprehensive information on our screen-printing pricing structure, ensuring clarity and transparency in our proposals. If you have any questions or require further clarification, our team is here to assist you promptly.

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.

Thank you for the opportunity to showcase our design services. We will provide the required screen printing and embroidery samples, along with additional samples to highlight our diverse capabilities. Additionally, we'll include a physical catalog and a printout showcasing our offerings. These items will be shipped in a custom box, demonstrating our attention to detail and presentation. We're excited to share our expertise with James Madison University.

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.*

Our artwork design process is tailored to ensure exceptional quality and timely delivery. Upon receiving a design request, our experienced team of graphic designers collaborates closely with the client to understand their vision and requirements. We prioritize creativity, accuracy, and attention to detail to bring the client's ideas to life effectively.

The process typically involves the following steps:

Consultation: We engage in detailed discussions to comprehend the client's design needs, branding guidelines, and project objectives.

Conceptualization: Our designers generate initial concepts and sketches based on the client's input and requirements.

Iteration and Refinement: We iterate on the designs based on client feedback, making adjustments and refinements until the desired outcome is achieved.

Finalization: Once the design is approved, we finalize the artwork and prepare it for production, ensuring it meets all technical specifications and quality standards.

Turnaround time for artwork creation varies depending on the complexity of the project and client feedback cycles. We strive to complete the design process efficiently while maintaining high-quality standards. Our commitment is to deliver artwork within agreed-upon timelines to meet project deadlines effectively.

Regarding costs, please refer to Section X, specifically under Pricing Schedule, B. 4, for detailed information on our hourly rates for designing and creating artwork. We aim to provide transparent and competitive pricing to ensure clarity and satisfaction for our clients.

If you have any further questions or require additional details about our artwork design process, turnaround times, or pricing structure, please feel free to reach out to our team. We're here to assist you every step of the way.

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.*

Our process for designing print screen and embroidery artwork is meticulously structured to ensure exceptional quality and efficiency. We understand the

importance of accurate and visually appealing designs for both printing and embroidery applications, which is why we prioritize collaboration, creativity, and precision throughout the process.

The design process typically involves the following key steps:

Consultation: We engage in thorough discussions with the client to understand their design requirements, branding guidelines, and project objectives for both print screen and embroidery applications.

Artwork Preparation: Our skilled graphic designers create digital proofs tailored to the specific requirements of each application, considering factors such as color accuracy, sizing, and placement.

Proofing and Feedback: We present the digital proofs to the client for review and feedback, allowing for any necessary revisions or adjustments to ensure alignment with their vision.

Finalization: Once the proofs are approved, we finalize the artwork for production, ensuring that all technical specifications and quality standards are met for both print screen and embroidery processes.

Turnaround time for designing print screen and embroidery artwork varies based on the complexity of the design and the number of revisions required. We strive to complete the design process efficiently while maintaining high standards of accuracy and quality.

Regarding costs, please refer to Section X, specifically located under Pricing Schedule, B. 5, for detailed information on our hourly rates for designing print screen and embroidery artwork. Our transparent pricing structure aims to provide clarity and value to our clients, ensuring satisfaction throughout the project.

If you have any further questions or require additional details about our design process, turnaround times, or pricing, please don't hesitate to reach out to our team. We're here to support you every step of the way.

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

The lead time for embroidered products from the time of order placement until delivery typically ranges from 7 to 14 business days. This timeframe begins upon receipt of the blank goods at our facility for embroidery. However, please note that the production timeline may vary depending on factors such as order volume, seasonality, and product availability.

Once the blank goods are received, our team initiates the production process, which includes preparing the artwork, digitizing the design for embroidery, and scheduling production. Throughout this process, we prioritize efficiency and quality to ensure timely delivery of our clients' orders.

Embroidered items are shipped from our facility in Virginia, resulting in a transit time of approximately 1 business day for delivery. Additionally, the lead time for sourcing blank goods may vary depending on the location of the supplier, typically ranging from 1 to 5 business days for shipping.

Upon special request, rush services may be available for time-sensitive projects, ensuring expedited production and delivery. Our team understands the urgency of certain projects and is committed to accommodating such requests whenever feasible. Please note that rush services may incur an additional fee, which will be determined based on the specific requirements of the project.

We understand the importance of timely delivery and strive to meet or exceed our clients' expectations for order fulfillment. Should you have any specific requirements or questions regarding lead times for your order, please don't hesitate to reach out to our team. We're here to assist you every step of the way.

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

In general, we're able to accept most files. If we receive a file that we're not able to use due to the type of file, we're able to have the file converted. However, please note that file conversion may incur an additional art charge. Additionally, we do prefer AI, EPS, and PDF formats. Please note, for the best quality imprint, we require the use of vector art to ensure the best imprint possible.

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.*

To ensure prompt delivery of sample items, materials, or color swatches for review, we typically require 5-7 business days from the date of request. During this period, James Madison University (JMU) can evaluate the samples at no charge. However, expedited sample requests may be accommodated upon special arrangement and may incur additional costs.

For detailed information on associated costs for expedited samples or special requests, please refer to Section X, specifically located under Pricing Schedule, B. 6. We remain committed to providing transparent pricing and timely delivery of sample items to meet JMU's needs effectively. If you have any further questions or require additional clarification, please don't hesitate to reach out to our team. We're here to assist you every step of the way.

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.

To ensure the highest quality embroidery of logos, our digitizing process is meticulously tailored to each design. Here's an overview of our digitizing process:

Artwork Assessment: Upon receiving the artwork for the logo, our skilled digitizing team evaluates the complexity and intricacies of the design. This initial assessment helps determine the optimal approach for digitization.

Digitizing: Using advanced embroidery software, our digitizing experts convert the artwork into a digital embroidery file. This process involves assigning stitch types, densities, and directions to accurately replicate the design on fabric.

Stitch Count Optimization: To meet the specified stitch count requirement of a minimum of 6,800 stitches for 3 – 4” full filled-in logos, our team optimizes the digitized design. We ensure that the design maintains clarity, detail, and integrity while adhering to the stitch count parameters.

Sample Stitch-Out: Before proceeding with full production, we conduct a sample stitch-out of the digitized logo. This step allows us to assess the quality, texture, and accuracy of the embroidery on actual fabric, ensuring that the final result meets our rigorous standards.

Client Approval: Upon completion of the sample stitch-out, we present the embroidered sample to the client for approval. Client feedback is valued and incorporated into any necessary adjustments to achieve the desired outcome.

Production: Once the digitized logo receives client approval, we proceed with full production. Our state-of-the-art embroidery machines meticulously replicate the digitized design onto the selected garments or textiles with precision and consistency.

By following this comprehensive process, we ensure that logos are digitized and embroidered to the highest standards of quality and craftsmanship. Our commitment to excellence guarantees that each embroidered piece reflects the integrity and professionalism of James Madison University's branding.

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

For screen printing logos, vector artwork is essential to ensure crisp, clear, and high-quality imprints. Here's our process for handling vector artwork:

Artwork Submission: Clients are encouraged to submit their logo or design in vector format whenever possible. Vector file formats such as AI (Adobe Illustrator), EPS (Encapsulated PostScript), or PDF (Portable Document Format) are preferred for screen printing.

Artwork Evaluation: Upon receiving the vector artwork, our experienced graphic design team evaluates its suitability for screen printing. We assess factors such as color separations, image resolution, and overall design complexity to ensure optimal printability.

Color Separations: If necessary, our design team performs color separations to prepare the artwork for the screen printing process. Each color in the design is separated into individual layers to create screens for ink application during printing.

Artwork Adjustment: In some cases, minor adjustments may be needed to optimize the artwork for screen printing. This may include resizing elements, adjusting color contrasts, or refining details to enhance printability and visual impact.

Mock-Up Creation: Once the artwork is prepared for screen printing, we create a digital mock-up or proof of the design on the intended garment or substrate.

This allows clients to visualize how the final printed product will appear and provides an opportunity for feedback or revisions.

Client Approval: We present the digital mock-up to the client for review and approval. Clients have the opportunity to request changes or modifications to ensure the design meets their expectations and aligns with their branding requirements.

Printing Preparation: Upon receiving client approval, we proceed with preparing the screens and setting up the printing equipment for production. Our skilled printing team follows the specifications outlined in the approved mock-up to achieve accurate and consistent results.

Production: With all preparations complete, we commence the screen printing process. Each garment or substrate is meticulously printed with precision and attention to detail, ensuring that the final product reflects the quality and integrity of the client's brand.

By following this structured process, we ensure that vector artwork for screen printing is handled efficiently and effectively, resulting in professional-quality imprints that meet the standards and expectations of our clients.

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.*

For delivery options, policies, and freight charges for both standard and rush orders, please refer to Section X, specifically located under Pricing Schedule, B.7. This section provides detailed information on our delivery options, including standard and rush order processing times, as well as associated freight charges and delivery costs. We aim to provide transparent and competitive pricing for all delivery services to ensure timely and efficient order fulfillment.

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

To learn more about our return policy and associated costs, please consult Section X, located under Pricing Schedule, B.8. This section outlines our return process, including any applicable fees or charges. We prioritize customer satisfaction and aim to provide clear guidelines for returning products in accordance with our policies. If you have any further questions regarding our return policy or associated costs, please don't hesitate to reach out to our team for assistance.

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

We've attached a sample quote for your review. Please note that our pricing structure does not include discount pricing as we prioritize offering the best possible pricing upfront. Should you have any questions or require further clarification on any aspect of the quote, please don't hesitate to reach out to our team. We're here to assist you every step of the way.

17. Provide sample invoice and preferred method of payment.

We will provide a sample invoice along with our preferred method of payment. Our preferred method of payment includes credit card or setup on account terms. This flexibility ensures convenience and ease of transactions for our valued clients. Should you have any specific preferences or requirements regarding invoicing or payment methods, please feel free to let us know, and we will accommodate accordingly.

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

We will attach a sample quote to our submission, detailing the price the customer will pay for the requested items. As we prioritize transparency and clarity, our quotes provide straightforward pricing without listing the list price. Our goal is to offer competitive and consistent pricing to all our clients, ensuring fairness and value in every transaction. If you have any specific requirements or preferences regarding pricing details, please feel free to let us know, and we will accommodate accordingly. We're committed to providing you with the best possible service and pricing options.

19. Describe payment options available.

We offer a variety of convenient payment options to accommodate our clients' needs. Our accepted payment methods include credit card, electronic funds transfer (EFT), and checks. For clients seeking greater flexibility, we also offer the option to set up payment terms upon approval. Our aim is to ensure a seamless and hassle-free payment process for our valued clients.

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

We do accept charge card payments for added convenience. While we strive to minimize additional fees, there may be applicable charges associated with credit card transactions. For specific details regarding any associated fees, please refer to Section X, Pricing Schedule, B. 10. We are committed to transparency in our pricing and payment policies, and our team is available to address any inquiries or concerns you may have regarding charge card payments.

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

At The Image Group, we understand the importance of personalized service and support for our clients, especially esteemed institutions like James Madison University (JMU). As your dedicated sales representative, I am committed to ensuring that JMU receives the highest level of attention and assistance. Whether you need assistance with product selection, order management, or addressing any concerns, I am here to provide timely and tailored solutions. Additionally, I am available to meet with department end-users upon request, whether in-person or virtually, to discuss specific requirements and ensure that your needs are met effectively. Your success is our priority, and I am dedicated to supporting JMU every step of the way.

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

Contact Information:

As your dedicated sales representative:

- **Name:** Kevin Simmons, Account Executive
- **Email:** ksimmons@theimagegroup.com
- **Phone:** (804) 916-1265
- **Address:** 11049 Lakeridge Parkway, Ashland, VA 23005

Invoicing and Payments:

- **Email (Accounting):** accounting@theimagegroup.com
- **Email (Receivables):** receivables@theimagegroup.com
- **Phone:** (800) 860-2111

Customer Service:

- **Email:** hello@theimagegroup.com
- **Phone:** (800) 258-2743 or (866) 272-5162

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

At The Image Group, we have a rich history of collaboration with esteemed educational institutions, including the University of Michigan, Virginia Commonwealth University (VCU), and others. This experience has equipped us with valuable insights and expertise in working with diverse departments within large universities.

Our engagements with institutions like the University of Michigan and VCU have involved close collaboration with academic departments, administrative offices, student organizations, and more. We understand the nuanced requirements and processes inherent in higher education settings, allowing us to tailor our services to meet the specific needs of each department.

Through effective communication and personalized engagement, we facilitate seamless collaboration for individual orders across various departments. Whether it's coordinating with faculty members, procurement officers, or student groups, we prioritize transparency, efficiency, and client satisfaction at every stage of the process.

Furthermore, our experience with prestigious institutions underscores our commitment to delivering exceptional service and quality products that align with the branding and promotional objectives of educational organizations. We are eager to extend our collaborative approach to James Madison University and support its various departments in achieving their promotional goals effectively.

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/>

At The Image Group, while we currently do not hold a specific CLC license for James Madison University, we are fully committed to obtaining one upon the award of a contract. It's important to note that we do hold CLC licensing for other schools we serve, demonstrating our experience and capability in navigating licensing requirements.

We understand the significance of CLC licensing in ensuring compliance with university trademark regulations and upholding the integrity of JMU's brand. Therefore, upon being awarded a contract, we will promptly initiate the process of obtaining the necessary CLC license for James Madison University.

Our proactive approach to licensing reflects our commitment to professionalism, compliance, and partnership with JMU. We are dedicated to supporting the university's branding initiatives and look forward to the opportunity to provide officially licensed merchandise that meets the highest standards of quality and authenticity.

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.

At The Image Group, we understand the importance of adhering to trademark and licensing requirements beyond those of the CLC. We have experience working with various institutions, agencies, and localities, each with their own unique trademark and licensing regulations.

Our team is well-versed in navigating the complexities of licensing requirements, and we are committed to ensuring full compliance with all relevant regulations. We have established procedures and processes in place to review and adhere to the trademark and licensing requirements of each institution we serve.

Furthermore, we maintain open communication channels with our clients to stay informed of any updates or changes in licensing requirements. This proactive approach allows us to address any potential challenges and ensure that our products and services consistently meet the necessary standards.

Rest assured, when working with The Image Group, you can trust that we will fully comply with all trademark and licensing requirements, providing you with peace of mind and the assurance of legal and ethical business practices.

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)*

At The Image Group, we prioritize transparency and quality assurance throughout the production process. Upon request, we are pleased to provide pre-production samples of both embroidery and screen printing items for review by James Madison University. These samples will be provided at no charge to the university.

Our standard timeframe for providing pre-production samples is [insert number of days], allowing ample time for review and feedback. We understand the importance of

timeliness in the approval process and strive to accommodate any specific deadlines or requirements from the university.

Furthermore, our dedicated team ensures that these samples accurately represent the final product, allowing for thorough evaluation of design, color, and quality. Should any adjustments be necessary, we are committed to working closely with the university to address any concerns and ensure complete satisfaction.

Please feel free to reach out to our team with any specific requests or requirements regarding pre-production samples. We look forward to the opportunity to collaborate with James Madison University and provide exceptional products tailored to your needs.

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

In addition to our core offerings, The Image Group provides a range of complementary goods and services to meet the diverse needs of our clients. These include:

Graphic Design Services: Our expert design team is available to assist with creating or refining artwork for imprinting, ensuring that every design meets the highest standards of quality and visual appeal.

Virtual Samples: We offer virtual samples to provide clients with a realistic preview of how their logo or design will appear on various products. This service helps streamline the decision-making process and ensures that clients are satisfied with their final selections.

Packaging and Presentation: Enhance the presentation of your branded products with custom packaging solutions. From branded boxes to gift wrapping, we offer options to elevate your brand and leave a lasting impression.

Product Personalization: Add a personal touch to your promotional items with individualized personalization options. Whether it's adding names, initials, or custom messages, we can tailor products to suit your specific requirements.

Rush Order Services: For time-sensitive projects, we offer rush order services to expedite production and delivery. Additional fees may apply for rush orders, depending on the scope and timeline of the project.

Warehousing and Fulfillment: Streamline your inventory management and distribution processes with our warehousing and fulfillment services. We can store your inventory, pick and pack orders, and coordinate shipping to your desired destinations.

Online Ordering Platform: Take advantage of our user-friendly online ordering platform, where you can easily browse products, place orders, and track shipments. Our platform offers convenience and efficiency for managing your promotional product needs.

For detailed information on pricing and associated costs for these additional goods and services, please refer to Section X of our Pricing Schedule. Our transparent pricing structure ensures that you have full visibility into the costs associated with each offering, allowing you to make informed decisions that align with your budget and objectives.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested

may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

Sales with Virginia Commonwealth University (VCU)
During the last twelve months, our company had sales totaling \$9,020.00 with Virginia Commonwealth University.
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*

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From:	<hr/>		
	Name of Offeror	Due Date	Time
	<hr/>		
	Street or Box No.	RFP #	
	<hr/>		
	City, State, Zip Code	RFP Title	
	<hr/>		
	Name of Purchasing Officer:		
	<hr/>		

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility

of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Textile Products and Apparel, Rubber and Plastic, and other related indices. No price increases will be authorized for 360 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- J. PURCHASING REPORTS: The contractor will be requested to provide James Madison University a statement covering the total dollar volume of purchases made under this contract periodically throughout the term of the contract.
- K. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth,

if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- N. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- R. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- S. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.

- T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- U. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- W. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- X. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- Y. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- Z. LABOR LAWS: The contractor shall implement procedures to ensure items manufactured for James Madison University shall not be made in factories where any worker is under fifteen years of age *and* no worker is under the age permitted per local law; where forced labor is involved (prison labor, trafficked labor, indentured labor, bonded labor); nor in any factory where corporal punishment or other forms of mental or physical coercion is practiced. As an alternative the contractor may maintain affiliation with the Fair Labor Association through membership at their expense.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment

process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

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

X. PRICING SCHEDULE

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

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. (*Reference Section IV. Statement of Needs, A. 1.*)

At The Image Group, we prioritize transparent and competitive pricing structures to meet the diverse needs of our clients. Our pricing strategy is designed to ensure consistency and fairness in pricing for James Madison University (JMU). We have streamlined our pricing model to offer a fixed margin of 30% for embroidery and screen printing services, and a 35% margin for all other goods, eliminating percentage discounts off list prices. This allows us the flexibility to cover our costs in order to provide you with a world class customer experience.

Contract Pricing: We offer negotiated contract pricing agreements tailored to the specific requirements of JMU. These agreements guarantee consistent pricing throughout the contract duration, providing stability and predictability to JMU's budgets.

Quantity Discounts: In addition to our fixed margins, we provide quantity discounts for bulk orders. These discounts are applied based on the volume of products ordered, incentivizing larger purchases and providing cost savings to JMU.

By adhering to this pricing model, we ensure transparency and consistency in our pricing for JMU. Leveraging our relationships in PeerNet, we secure the best pricing available and pass the savings directly to our clients. While other distributors may offer varying pricing structures, our commitment to fair and competitive pricing, along with our dedication to exceptional service, sets us apart as a trusted partner for JMU.

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

At The Image Group, electronic proofs are included in our service package at no additional cost to our clients. This ensures transparency and allows clients to review and approve designs before production begins. Our expert graphic design team meticulously prepares these proofs to meet client specifications, empowering informed decision-making.

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

Our company operates with a flexible approach to delivery costs to ensure transparency and cost-effectiveness for our customers. As outlined in Section IV, Statement of Needs, A. 11, we provide the following information:

Standard Delivery Costs: Our company does not impose set shipping costs on orders. We believe in offering dynamic pricing to our customers to optimize savings. Should there be any savings or promotions on shipping, we are committed to passing those benefits on to our customers.

Rush Order Delivery Costs: Similarly, for rush orders, there is no fixed charge. The pricing for rush orders varies depending on factors such as vendors, product types, decoration methods, and order quantities. We ensure that customers are fully informed of any additional costs associated with rush orders before proceeding with their purchase.

Manufacturer Order Delivery Costs: Delivery costs for manufacturer orders are handled with the same flexibility. We disclose any associated costs to customers for their approval prior to finalizing the order. These costs may include drop-shipping fees, freight charges, or any other relevant expenses.

Special Drop Ship Orders: For special drop ship orders delivered to multiple locations, vendors may impose a drop ship charge per location. This charge is shared with the customer and communicated prior to order placement to ensure transparency.

Kitting Services: Several of our vendors offer kitting services, where custom kits are created with items selected by the client. There is often an added fee for this service, which is communicated to the customer upfront. Additionally, we offer in-house kit fulfillment capabilities using items and packaging sourced from our vendor partners.

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

Return and Exchange Policies: Your Satisfaction Guaranteed

Return Window: Benefit from our extended 60-day return window for unused inventory items, ensuring you have ample time to assess your purchase.

Return Label: For any returns resulting from our error, we provide prepaid return labels for your convenience. For other returns, clients are responsible for covering shipping costs.

Return Authorization (RA) Number: To initiate a return, reach out to our customer service team at hello@tigstores.com for a unique RA number, streamlining the process for you.

Exchanges: Easily request replacements by including a note specifying your desired exchange inside the returned package.

Exclusions: While made-to-order or custom goods aren't eligible for returns, we stand behind the quality of our products. In cases of our error, we rectify the situation promptly without any additional fees.

Vendor Restocking Fees: Some of our vendors may assess restocking fees on eligible items. We diligently communicate these fees to our clients, ensuring transparency and providing guidance on the best course of action.

Customer-Centric Approach: At The Image Group, we prioritize transparency and customer satisfaction. Our policies are designed to offer flexibility and support throughout the return and exchange process, reflecting our commitment to delivering an exceptional experience.

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

Return and Exchange Policies: Ensuring Product Integrity

Return Window: Our customers benefit from a generous 60-day return window from the date of delivery for unused inventory items.

Return Label: We provide prepaid return labels for returns resulting from our errors. Clients are responsible for covering shipping costs for other return reasons.

Return Authorization (RA) Number: To initiate a return or replacement for defective, broken, or damaged items, please contact our customer service team at hello@tigstores.com for an RA number.

Exchanges: Need a replacement for a defective, broken, or damaged item? Simply include a note specifying the issue inside the returned package, and our team will assist with the replacement process promptly.

Exclusions: While made-to-order or custom goods aren't eligible for returns, we stand behind the quality of our products. In cases of product defects or damage, replacements are provided without additional fees.

Vendor Restocking Fees: Some of our vendors may assess restocking fees on eligible items. We communicate these fees to our clients for transparency and guidance on the replacement process.

Customer-Centric Approach: Your satisfaction is paramount to us. We are committed to addressing any product issues swiftly and efficiently, ensuring a seamless experience for our customers.

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

Our company applies a standard charge card processing fee of 3% for each transaction.

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.*)

Our company offers a range of goods and services tailored to meet the unique needs of our clients. As specified in Section IV, Statement of Needs, A. 21, we operate on a customized pricing model for additional services, ensuring that each project is priced based on its specific requirements. Here's how we handle associated costs:

Customized Pricing Approach: We understand that each project is unique and may require different levels of service and customization. Therefore, we do not have set charges for additional services but instead evaluate each project on a case-by-case basis.

Project Assessment and Planning: Upon learning the details of the project and understanding the client's requirements, we initiate a thorough assessment and planning process. This involves gathering information, putting together project plans, and discussing potential solutions with the client.

Discussion of Pricing: Once the project scope and requirements are clear, we engage in discussions with the client regarding pricing for the various setups, charges, and additional services required. This ensures transparency and allows us to provide accurate pricing tailored to the project's needs.

Tailored Solutions: Our goal is to provide tailored solutions that meet the specific needs and budget of each client. We work closely with our clients throughout the pricing process to ensure that they are fully informed and comfortable with the proposed costs.

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.*)

At The Image Group, we understand the importance of providing high-quality samples of promotional items with logos to our clients. As specified in Section IV, Statement of Needs, A. 9, we offer the following approach for quantity limits and associated costs:

Quantity Limits: We do not impose strict quantity limits on samples of promotional items with logos. Instead, we work closely with our clients to understand their needs and provide samples accordingly, ensuring they have the opportunity to evaluate the products effectively.

Cost Estimation: Given the unique nature of each project and the variability in requirements, we determine the associated costs for samples on a case-by-case basis. Once we've learned the details of the project and the client's specific needs, we initiate the process of gathering information and developing tailored plans. Subsequently, we discuss pricing for the samples, taking into account factors such as quantity, customization, materials, and any additional services required.

Consultative Approach: Our dedicated team collaborates closely with clients throughout the sample selection process, providing guidance and recommendations to ensure their promotional objectives are met effectively. We prioritize transparency and communication to deliver samples that exceed expectations.

Terms and Conditions: Any terms and conditions related to the provision of samples, including pricing, lead times, and sample policies, are discussed and agreed upon with the client before proceeding with the project.

B. Embroidery and Screen Printing

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

Custom Orders [Drop Ship]

Number of Stitches	1-5 pieces	6-11 pieces	12-47 pieces	48-99 pieces	100-249 pieces	250-999 pieces	1000-2499 pieces	2500-4000 pieces
Up to 6000	\$10.00	\$6.43	\$5.36	\$5.00	\$4.64	\$4.29	\$4.07	\$3.86
Up to 7000	\$10.57	\$6.71	\$5.64	\$5.29	\$4.93	\$4.57	\$4.36	\$4.14
Up to 8000	\$11.14	\$7.00	\$5.93	\$5.57	\$5.21	\$4.86	\$4.64	\$4.43
Up to 9000	\$11.71	\$7.29	\$6.21	\$5.86	\$5.50	\$5.14	\$4.93	\$4.71
Up to 10000	\$12.29	\$7.57	\$6.50	\$6.14	\$5.79	\$5.43	\$5.21	\$5.00
Up to 11000	\$12.86	\$7.86	\$6.79	\$6.43	\$6.07	\$5.71	\$5.50	\$5.29
Up to 12000	\$13.43	\$8.14	\$7.07	\$6.71	\$6.36	\$6.00	\$5.79	\$5.57
Each Addtl. 1000 stitches	\$.60	\$.57	\$.50	\$.43	\$.40	\$.38	\$.36	\$.34

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*)

Complete Pricing Guide for Embroidery Services:

At The Image Group, we offer a comprehensive range of embroidery services, each priced to ensure transparency and value for our clients. Below is our complete pricing guide for embroidery services:

- **Poly Bagging:** \$0.38 per piece
- **Apply Labels to Items:** \$0.25 per piece
- **Embroidering Thicker or Canvas Materials:** \$0.63 per piece per location
- **Embroidering Backpacks:** \$0.63 per piece per location
- **Embroidering and Folding Blankets:** \$0.63 per piece per location
- **Embroidering Hats:** \$0.31 per piece per location
- **Personalization:**
 - First Line: \$5.63 per location
 - Additional Lines: \$1.88 per line per location
- **Tape Edits:** \$18.75
- **Sewouts on New Logos:** \$6.25 per sewout
- **3rd Party Shipping Account for UPS & FedEx:** \$6.19
- **Drop Ships for More Than 2 Locations:** \$6.25 per box
- **Sort and Pack for Dropships (Different Items Per Location):** \$0.31 per piece
- **International Shipping Labels:** \$12.50

Please note that all prices are subject to change and may vary depending on the specific requirements of each project. For personalized quotations or further inquiries regarding our pricing guide, please don't hesitate to contact our team.

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

Custom Orders [Drop Ship]

Quantity	Number of Colors						Each add'l color	Flashing (darker garments)
	1	2	3	4	5	6		
12-23	\$5.33	\$6.56	\$7.79	\$9.01	\$10.24	\$11.47	\$1.43	\$1.43
24-47	\$2.37	\$3.60	\$4.83	\$6.06	\$7.29	\$8.51	\$1.43	\$1.43
48-71	\$2.21	\$3.07	\$3.93	\$4.79	\$5.64	\$6.50	\$1.00	\$1.00
72-143	\$1.44	\$2.07	\$2.70	\$3.33	\$3.96	\$4.59	\$1.00	\$1.00
144-287	\$1.27	\$1.83	\$2.39	\$2.94	\$3.50	\$4.06	\$1.00	\$1.00
288-499	\$1.07	\$1.56	\$2.04	\$2.53	\$3.01	\$3.50	\$1.00	\$1.00
500-999	\$1.00	\$1.37	\$1.79	\$2.20	\$2.61	\$3.03	\$1.00	\$1.00
1,000-2,499	\$1.00	\$1.30	\$1.60	\$1.91	\$2.27	\$2.63	\$1.00	\$1.00
2,500-4,999	\$1.00	\$1.22	\$1.56	\$1.70	\$2.06	\$2.36	\$1.00	\$1.00
5,000-up	\$1.00	\$1.10	\$1.38	\$1.47	\$1.76	\$2.04	\$1.00	\$1.00

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

At The Image Group, we simplify our billing process for design services to ensure clarity and consistency. Whether it's designing print screen artwork, embroidery artwork, or any other type of design service, we charge a flat rate of \$60 per hour for all art preparation and design work.

This streamlined approach means that regardless of the specific requirements of your project, you'll see a consistent rate of \$60 per hour for artwork listed as a line item on your quote or sales order. This ensures transparency and ease of understanding when reviewing project costs.

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

At The Image Group, we maintain a straightforward approach to billing for design services, ensuring transparency and consistency for our clients. When it comes to designing print screen artwork, embroidery artwork, or any other type of design work, our pricing remains uniform at \$60 per hour.

This standardized rate applies across all design services and is clearly outlined as a separate line item on your quote or sales order. By offering a flat rate for artwork preparation and design, we aim to simplify the billing process and provide our clients with a clear understanding of project costs.

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

Associated Costs for Sample Items, Material, or Color Swatches:

At The Image Group, we recognize the importance of providing sample items, material, or color swatches to our clients for evaluation and decision-making

purposes. As specified in the Statement of Needs, Section B. 11, we offer a flexible approach to associated costs:

Cost Determination Process: We do not have set costs for sample items, material, or color swatches. Instead, we assess the specific requirements of each project individually.

Case-by-Case Basis: Our pricing for sample items, material, or color swatches is determined on a case-by-case basis. Once we understand the client's needs and preferences, we initiate the process of gathering information and developing tailored solutions.

Transparent Pricing: We prioritize transparency in our pricing approach. After assessing the project requirements, we provide clients with a detailed breakdown of the associated costs for sample items, material, or color swatches, ensuring clarity and alignment with their budgetary considerations.

Consultation and Collaboration: Throughout the process, our team collaborates closely with clients to understand their objectives and preferences. We provide expert guidance and recommendations to help clients make informed decisions about sample items, material, or color swatches.

Terms and Conditions: Any terms and conditions related to the provision of sample items, material, or color swatches, including pricing, lead times, and delivery arrangements, are discussed and agreed upon with the client before proceeding with the project.

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

Associated Costs for Standard and Rush Orders:

At The Image Group, we understand the importance of flexibility and responsiveness in meeting our clients' needs for both standard and rush orders. As specified in the Statement of Needs, Section B. 14, we offer the following approach to associated costs:

Standard Orders: Our pricing for standard orders is determined based on factors such as order volume, product complexity, and lead times. We work closely with our clients to provide competitive pricing tailored to their specific requirements.

Rush Orders: For rush orders requiring expedited processing and delivery, we prioritize urgent timelines to meet our clients' deadlines. Our pricing for rush orders is determined on a case-by-case basis, taking into account factors such as expedited production, express shipping, and any additional resources required to fulfill the order promptly.

Transparent Pricing: We are committed to transparency in our pricing approach. Upon receiving an order inquiry, we provide clients with a detailed breakdown of the associated costs for both standard and rush orders, ensuring clarity and alignment with their budgetary considerations.

Consultation and Collaboration: Throughout the order process, our team

collaborates closely with clients to understand their timeline requirements and preferences. We provide expert guidance and recommendations to help clients make informed decisions about standard and rush orders, ensuring timely delivery without compromising on quality.

Terms and Conditions: Any terms and conditions related to the pricing and fulfillment of standard and rush orders, including lead times, rush order surcharges, and delivery arrangements, are discussed and agreed upon with the client before proceeding with the order.

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

Associated Costs for Returns for Embroidery and Screen Printing Items:

At The Image Group, we prioritize the quality and accuracy of our embroidered and screen printed items. As specified in the Statement of Needs, Section B. 15, we offer the following approach to associated costs for returns:

Return Policy for Decorated Goods: It is our general policy not to accept returns for decorated goods unless there was an error on our part, such as inaccuracies in embroidery or screen printing. We take great care to ensure the accuracy and quality of our decoration work, and any errors will be promptly addressed and rectified by our team at no additional cost to the client.

Associated Costs for Error Returns: In the event of an error on our part, clients are not responsible for any associated costs for returns of embroidered or screen printed items. We cover all costs related to the return, replacement, or correction of the goods to ensure complete customer satisfaction.

Exceptional Circumstances: While our standard policy is not to accept returns for decorated goods, we understand that there may be exceptional circumstances. In such cases, clients are encouraged to reach out to our customer service team to discuss their specific situation and explore potential solutions.

Transparency and Communication: We maintain open communication with our clients regarding our return policy for decorated goods, ensuring clarity and transparency from the outset of the order process. Our dedicated customer service team is available to address any questions or concerns regarding returns and exchanges.

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

For hard goods, set-up charges vary depending on the vendor and decoration type. Below are the details of set-up fees for different decoration types:

Screen Print Set-Up Fees:

Standard Screen Print Set-Up Fee: \$25 per screen.

Waiver Threshold: Screen setup charge is waived for orders of 1000 pieces or more.

Reorder Set-Up Charges: Exact reorders for screen printed goods do not incur setup charges.

Embroidery Set-Up Fees:

There are no set-up fees for embroidered goods.

Additional Notes:

Set-up charges may vary based on the vendor's pricing structure.

Any exceptions or special considerations regarding set-up fees will be communicated on a case-by-case basis.

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

Our company applies a standard charge card processing fee of 3% for each transaction.

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*)

Associated Costs for Other Goods or Services:

At The Image Group, we understand that each project is unique, and associated costs for additional goods or services may vary accordingly. As specified in the Statement of Needs, Section B. 27, we offer a flexible approach to determining costs: **Program Setup and Maintenance:** To take advantage of our array of ecommerce solutions, The Image Group charges the following:

- **On-Demand Store:** There is a one time setup fee of \$650 to create the web store. After that, there is a monthly fee of \$130 for maintenance, updates, and dedicated customer service.
- **Inventory Store:** There is a one time setup fee of \$1,950 to create the web store. After that, there is a monthly fee of \$325 for maintenance, updates, and dedicated customer service.

Customized Pricing: We do not have set costs for other goods or services, including set-up fees, as these are assessed on a case-by-case basis. Our pricing is tailored to the specific requirements of each project, ensuring that clients receive accurate and competitive pricing based on their individual needs.

Consultation Process: Once we've learned the details of the project and what the customer is looking for, we begin the process of gathering information and putting plans together. This includes assessing any additional goods or services required, such as set-up fees, customization options, or special requests.

Transparent Pricing: We prioritize transparency in our pricing approach. After consulting with the client and understanding their needs, we provide a detailed breakdown of the associated costs for any additional goods or services being offered, ensuring clarity and alignment with their budgetary considerations.

Terms and Conditions: Any terms and conditions related to the pricing of other goods or services, including set-up fees and any additional charges, are discussed and agreed upon with the client before proceeding with the project. This ensures that both parties are fully informed and in agreement regarding pricing arrangements.

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 43 Months 0

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of Michigan	Since 2011	701 S. State Street, Ann Arbor, MI 48109	Tish Hollbrook (734)647-8025
Virginia Commonwealth University	Since 2003	815 Cathedral Place, Richmond, VA 23284	Eric Hart (770)316-6369
Bryant & Straton College	Since 2022	8141 Hull Street Road, N.Chesterfield, VA 23235	Jill Kochheiser (804)430-9716
Virginia Family Dentistry	Since 2018	1612 Huguenot Road, Midlothian, VA 23113	Evie Brown (804)419-1044
Henrico County Public Schools	Since 2022	3820 Nine Mile Rd, Richmond, VA 23223	Dwight VanRossum (804)652-3878

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

Kevin Simmons, The Image Group, Inc., 11049 Lakeridge Parkway, Ashland, VA 23005

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: The Image Group, Inc. **Preparer Name:** Kevin Simmons

Date: 3/19/2024

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: _____ Date Form Completed: _____

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

Offeror / Proposer:

Firm _____ Address _____ Contact Person/No. _____

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

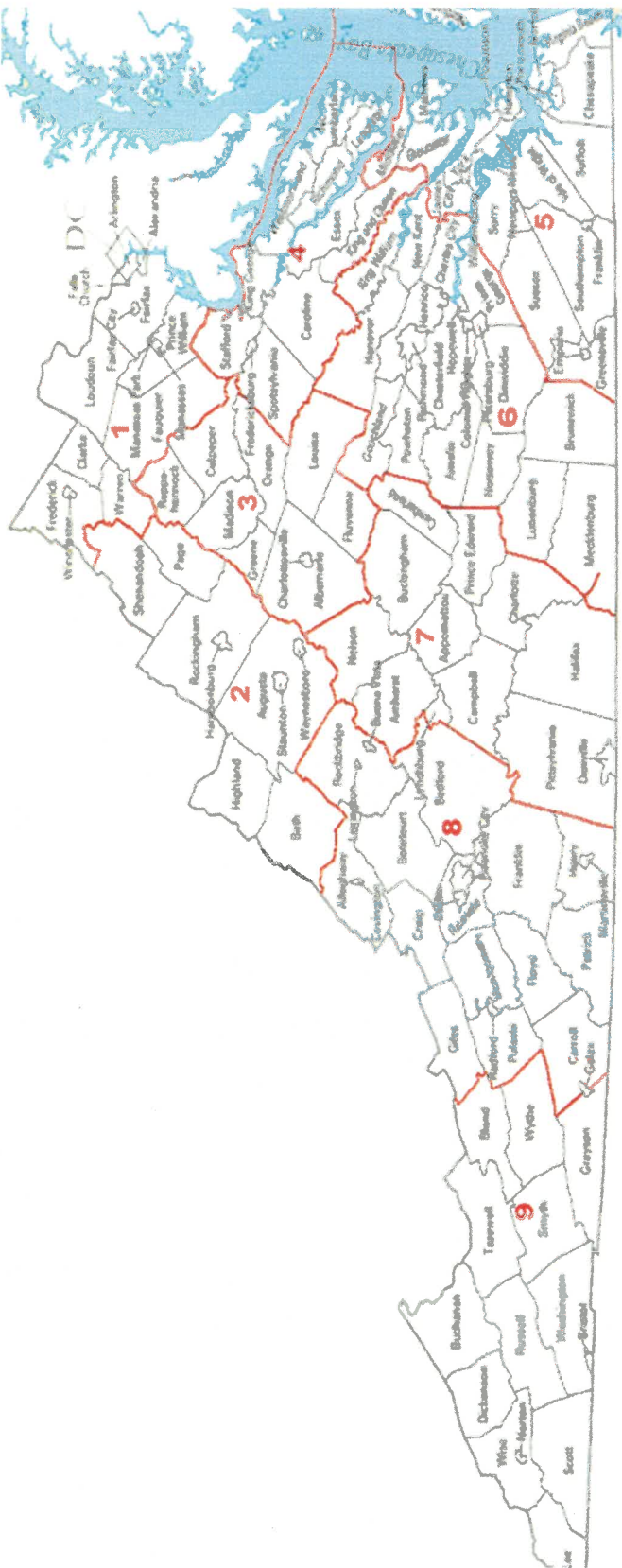
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

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

TERM

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

WITNESS

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

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

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

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

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

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

IV. Notices:

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

If to the University:

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

If to Vendor:

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

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC

The Image Group
1255 Corporate Drive
Holland OH 43528
United States
Cindy Wilvert 804-916-1128
cindy@theimagegroup.com



Quote
Q316218
PR160439 Pens for Governor Youngkin

Email Approval To:	Ship To	Bill To
cindy@theimagegroup.com Cindy Wilvert 804-916-1128	Office of the Governor 1111 E Broad St Ste 2003 Suite 2003 Richmond VA 23219-1934 United States	Barnette Coleman 1111 E Broad St Ste 2003 Richmond VA 23219-1934 United States
Customer: C10163:1 Barnette Coleman Note: Quote includes gold imprint in 2 locations on the pens and the box top.		

Customer PO #	Terms	Quote Expires	In-Hands Date	Sales Rep	Managed By
	Net 30	3/17/2022		Cindy Wilvert	Cindy Wilvert

ROLLERBALL CAP OFF BLACK PENS

Product Name	Size	Qty	Price	Ext
Rollerball cap off black pens <i>Color: Black with 2 position imprint</i>		1,000	\$3.40	\$3,400.00
Black gift box with gold imprint		1,000	\$1.00	\$1,000.00
Reorder Setup Charge		2	\$25.00	\$50.00
Estimated ground shipping		1	\$210.00	\$210.00
<i>Total Physical Qty</i>		<i>2,000</i>	<i>Subtotal</i>	<i>\$4,660.00</i>

Please review this information carefully.

QUOTATIONS: Prices quoted herein are simply an estimate of fees for the project described. Any difference between the listed specifications and the actual project will be brought to your attention, and may cause prices to vary. They do not include client revisions or any other work beyond that which is described. The Image Group reserves the right to requote during the course of the project the scope change. We also reserve the right to progress bill each 30 days to completion. All ideas or concepts presented remain the exclusive property of The Image Group until the project has been completed and full compensation is made to The Image Group.

PRODUCTION TIME: Production time is based upon manufacturer's receipt of approved artwork and does not include shipping time. The Image Group reserves the right to select the appropriate shipping method that will ensure timely delivery of your merchandise for your event. Actual quantities shipped may vary slightly, +/-10%. Invoices will reflect actual quantities shipped. Shipping charges and sales tax, if applicable, will be added based upon actual quantities shipped. All orders are F.O.B manufacturer.

Remit to:
The Image Group
1255 Corporate Drive
Holland, OH 43528
800-860-2111



Invoice
#INV1031865
Invoice Date: 7/07/2022
Due Date: 8/06/2022

Bill to:
Barnette Coleman
1111 E Broad St Ste 2003
Richmond VA 23219-1934
United States

Ship to:
Office of the Governor
1111 E Broad St Ste 2003
Suite 2003
Richmond VA 23219-1934
United States
Ship Method:UPS® Ground

Note:

C10163:1 Barnette Coleman
Order Title: **Pens for Governor Youngkin**
Project: **PR160439 Pens for Governor Youngkin**

Tracking #	Terms	Customer PO #	Sales Rep	Managed By
	Net 30	PCO2804030	Cindy Wilvert	Cindy Wilvert

Product	Size	Qty Ordered	Qty BO	Qty Shipped	Unit Price	Ext. Price
Rollerball cap off black pens <i>Color: Black with 2 position imprint</i>		1,000	0	1,000	\$3.40	\$3,400.00
Black gift box with gold imprint <i>Color: 2 logos printed on the box</i>		1,000	0	1,000	\$1.00	\$1,000.00
Setup Charge		2	0	2	\$30.00	\$60.00
Proof Charge		1	0	1	\$0.00	\$0.00

Please email ACH payment details to receivables@theimagegroup.com.

Subtotal	\$4,460.00
S&H	\$159.04
Tax	\$0.00
Total	\$4,619.04
Payments Applied	-\$4,619.04
Remaining Balance Due	\$0.00

Please review this information carefully.

We hereby certify that the Products were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of the Regulations and Orders of the United States Department of Labor issued under Section 14 thereof.
A \$30 surcharge will be added to all dishonored checks and invalid credit card disputes. Any fees associated with third party collections will be reimbursed to us by the customer. Pricing is based on prompt payment of invoice terms. Credit Cards accepted at time of product shipment only. A convenience fee may apply for invoices paid with a credit card after delivery of merchandise.
Finance Charges will accrue at an interest rate of 1.5% per month on outstanding balance over 30 days past due.

CamelBak Eddy + 25oz Bottle Tritan

Renew

\$24.27

AVAILABILITY: IN STOCK

ONLY 31 LEFT

SKU: 219823_WRS



- 1 +

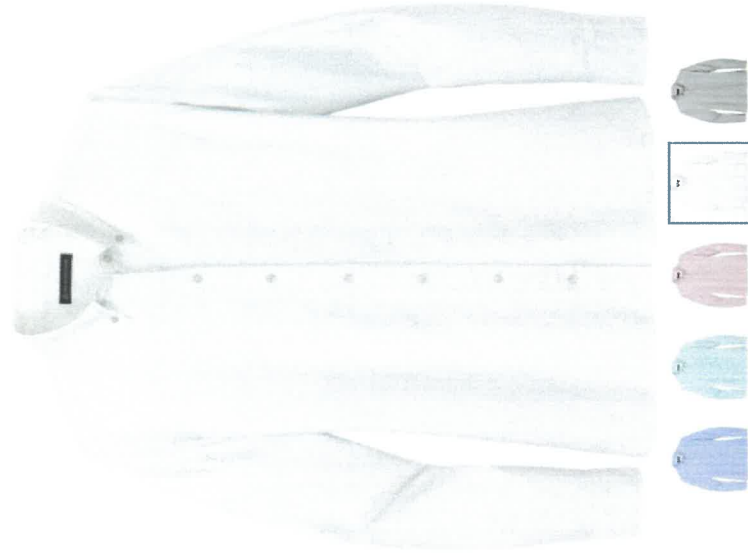
ADD TO CART

DETAILS

CamelBak Eddy + 25oz Bottle Tritan Renew

This 25 oz bottle is shatter-, stain-, and odor-resistant, and its wide mouth makes it easy to fill or clean. Made out of eco-friendly, durable, and sustainable material containing 50% recycled plastic. Enjoy spill-proof sipping at work or on the trail thanks to the screw-on lid with bite valve and one-finger carry handle. BPA-free.

Products > Brooks Brothers Women's Casual Oxford Cloth Shirt BB18005



DESCRIPTION

- Originally invented in 1900, this iconic silhouette embodies the off-duty professional look whether you dress it up or keep it casual
- 5-ounce, 100% cotton oxford
- Garment-washed
- Button-down collar
- Button at center back collar

Brooks Brothers Women's Casual Oxford Cloth Shirt BB18005

Item # BB18005

Color

White

Select Logo

XS

(527)

S

(1197)

M

(1637)

L

(1430)

XL

(1044)

2X

(542)

CSL - ON LIGHTS

HORIZON - ON LIGHTS

JETLINE - ON LIGHTS

LINCOLN AQUATICS - ON LIGHTS

NPT - ON LIGHTS


POOLCORP - ON LIGHTS

PoolCorp (Left chest) (Embroidery)

SCP - ON LIGHTS

SUPERIOR - ON LIGHTS

Right Sleeve **SWIMMINGPOOL.COM** embroidered (Lincol

**SWIMMINGPOOL.COM**

Total: \$ 0.00

Log In

Add to Wishlist



Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024



REQUEST FOR PROPOSAL

RFP# SLD-1200

Issue Date: February 20, 2024

Title: Promotional Items and Imprinting Services

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

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

Sealed Proposals Will Be Received Until 2:00 PM on March 27, 2024 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Buyer Senior, Procurement Services, deverssl@jmu.edu; 540-568-3131; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # SLD-1200

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

2. To Subcontractors:

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the

Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written

notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the

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

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

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

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

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

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

- L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- N. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- R. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- S. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.
- T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- U. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- W. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however,

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

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

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

A. Promotional Items

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

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

B. Embroidery and Screen Printing

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

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

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

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

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: PAC Agreement

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

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

TERM

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

WITNESS

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

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

I. Vendor will:

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

II. The University/Consortium will:

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

III. Payment:

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

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

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

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

IV. Notices:

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

If to the University:

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

If to Vendor:

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

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC



March 13, 2024

ADDENDUM NO.: One

TO ALL OFFERORS:

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

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

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

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

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

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

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

Answer: No, duplicate samples are not required.

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

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

Sincerely,

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

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

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



March 21, 2024

ADDENDUM NO.: Two

TO ALL OFFERORS:

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers". The signature is fluid and cursive.

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

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



March 26, 2024

ADDENDUM NO.: Three

TO ALL OFFERORS:

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

Shanna Devers

Procurement Buyer Senior

Phone: (540-568-3131)