



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7012

This contract entered into this 9th day of September 2024, by Herff Jones, 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 September 10, 2024 through September 9, 2025 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP DKM-1214 dated June 17, 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 June 25, 2024
 - (e) Addendum No. Two dated June 28, 2024
 - (f) Addendum No. Three dated July 3, 2024
- (3) The Contractor's Proposal dated July 9, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated September 2, 2024
 - (b) PAC Agreement, dated September 9, 2024

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

Signed by: CONTRACTOR:
 By: Kyle Dunn
64E243756DB0485
 (Signature)
 Kyle Dunn
 (Printed Name)

PURCHASING AGENCY:
 By: Dylan Morris
 (Signature)
 Dylan Morris
 (Printed Name)

Title: Executive VP of Sales

Title: Buyer Senior

9/2/2024

1. Contractor's pricing schedule is as follows:

a. Base Ring Price:

	Small, Medium, Large	XL	2X	3X	4X	5X
<5 Rings						
1 Ring	\$449	\$459	\$469	\$479	\$489	\$499
3 Rings	\$274	\$284	\$294	\$304	\$314	\$324
5-9	\$229	\$249	\$259	\$269	\$279	\$289
10-19	\$209	\$219	\$229	\$239	\$249	\$259
20-29	\$199	\$209	\$219	\$229	\$239	\$249
30-49	\$189	\$199	\$209	\$219	\$229	\$239
50+	\$179	\$189	\$199	\$209	\$219	\$229

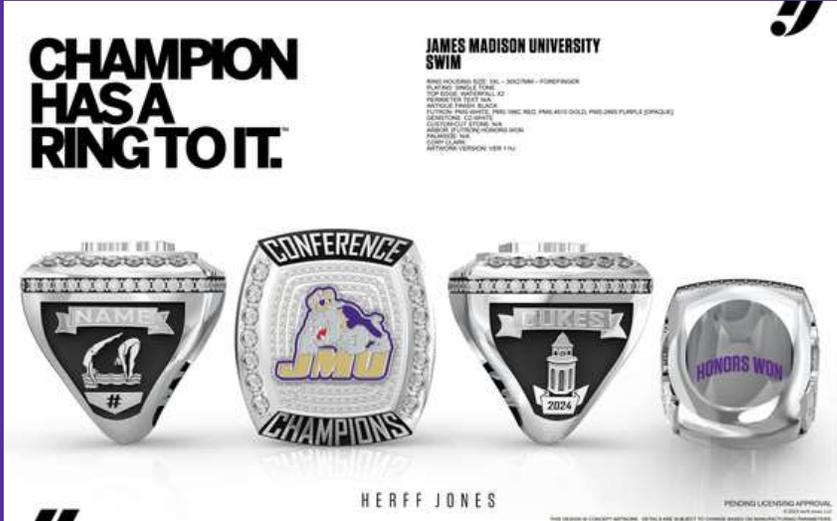
*Custom and large center stones will increase the price by at least \$20 per ring.

b. JMU Ring Price per illustrations shown in *Attachment A, # 1 - 5*

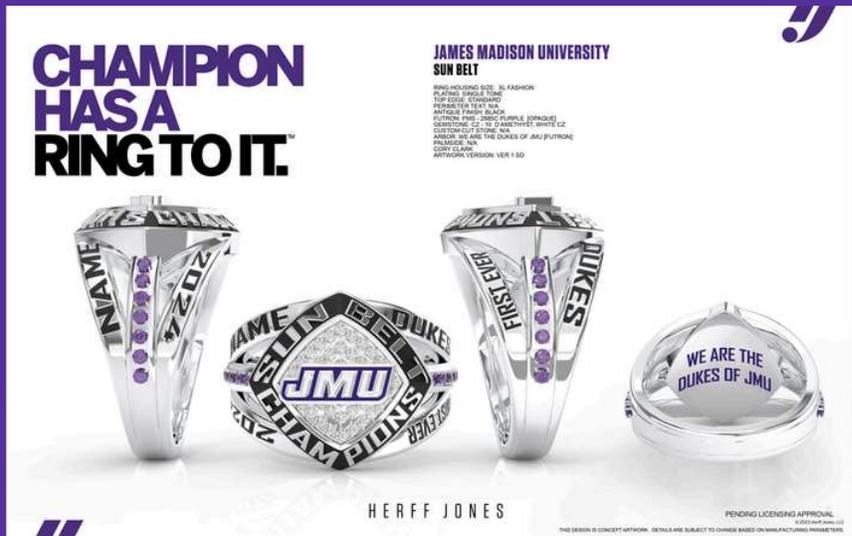
Qty / Ring #	#1, 3X, Forefinger, Perimeter Stones	#2, XL, Sq Custom, Shak Stones	#3, 3X, Oval, Perimeter Stones, Onyx Finish	#4, 3X, Square, No Upgrades	#5, 3X, Forefinger, No Upgrades
5-9	\$279	\$249	\$289	269	269
10-19	\$249	\$219	\$259	239	239
20-29	\$239	\$209	\$249	229	229
30-49	\$229	\$199	\$239	219	219
50+	\$219	\$189	\$229	209	209

*Pricing in accordance with attachment below

James Madison University Sketch Samples



#1



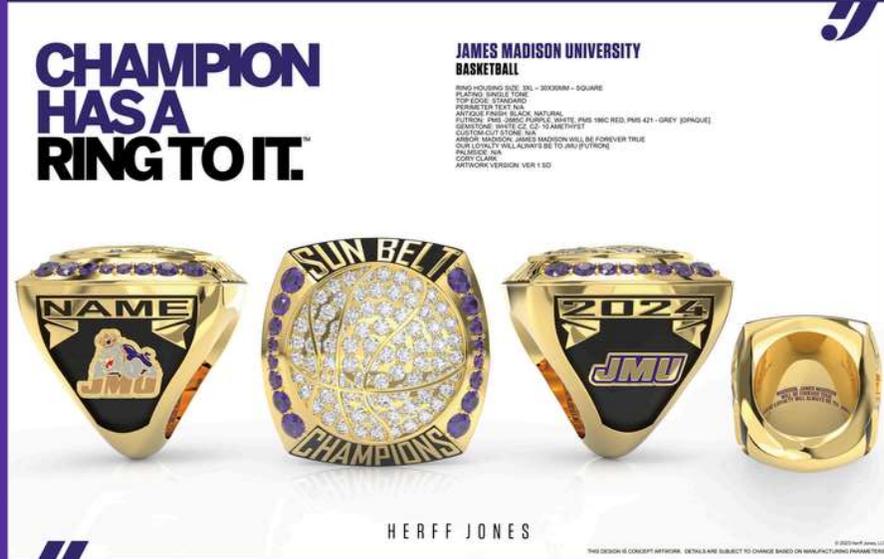
#2

#3

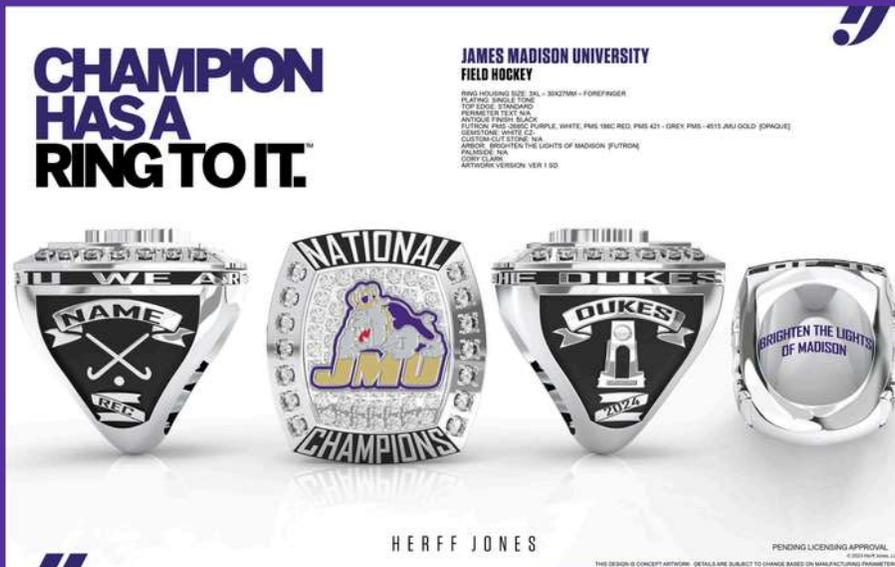


James Madison University Sketch Samples

#4



#5



1. For any purchase, excluding Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by your firm. No additional agreements, orders forms, or signatures shall be required.
2. Firm waives all credit card fees for all purchases related to this agreement.
3. Any changes in the pricing and products offered described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency
4. Parties agree that this Negotiation Summary modifies RFP # DKM-1214 and the Contractor's initial response to RFP # DKM-1214, and in the event of conflict this negotiation summary shall take precedence.
5. Contractor will repair any such defects or replace the ring without charge. If product cannot be repaired or replaced, under these terms, a refund will be allowed.
6. Firm acknowledges that the VHEPC PAC Agreement shall be incorporated as a part of this contract.
7. Firm shall agree that all fees have been disclosed. No additional fees will be accepted.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the **9th** day of **September 2024**, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Herff Jones, LLC (“Vendor”).

TERM

The term of this Agreement shall begin **September 10, 2024** to **September 9, 2025** with **4 one-year** renewal options, and an expected final expiration date of **September 9, 2029**. This end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, **UCPJMU7012**, dated **September 9, 2024** (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:

Kyle Dunn
Herff Jones, LLC
4501 W 62nd Street
Indianapolis, IN 46268
Email: rfp@herffjones.com

ACCEPTANCE

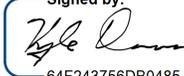
For James Madison University



Dylan Morris
Buyer Senior

9/9/2024
Date

For Herff Jones, LLC

Signed by:

64F243756DB0485...

Kyle Dunn
Executive VP of Sales

9/11/2024
Date

Agreement #: UCPJMU7012-PAC

JAMES MADISON UNIVERSITY

**Request for Proposal
RFP # DKM-1214**

Athletic Award Rings and Jewelry

**THE ROUDABUSH GROUP, INC
Representing Herff Jones
Jay Roudabush : JRoudabush@herffjones.com
Cory Clark: caclark@herffjones.com**

Table of Contents

Addendums #1-3	4-9
Request for Proposal	10
Required Contract Responses	13
Attachment A- Offeror Data Sheet	36
Attachment B- SWaM Utilization Plan	37
Attachment C- Sample of Standard Contract	39
Attachment D- Zone Map	40
E-Verify Form	41
Certificate of Insurance	42
Herff Jones Executive Summary	43
Meet Your Team - Resumes	44
Local Office Information	49
The Herff Jones Story	50
Our Commitment	51
Section X Price Schedule	53
Catelog	54
Sample Sketches	79
Customer Service	86



Request for Proposal

RFP# DKM-1214

Athletic Award Rings and Jewelry

June 17, 2024



June 25, 2024

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1212
Dated: June 25, 2024
Commodity: *Athletic Award Rings and Jewelry*
RFP Closing On: July 17, 2024

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

For Clarification, Section **C Samples 1.c.** of RFP DKM-1212, mentions Attachment F. This is a mistake. There is not an Attachment F associated with this document. Section **C Samples 1.c.** should read as follows:

“Provide a minimum of three (3) and maximum of five (5) sketches that are preliminary sketches of ring designs that are uniquely applicable to James Madison University Athletics.”

Question: Is there a set budget for this project?

Answer: There is not a set budget at this time.

Signify receipt of this addendum by initialing “Addendum #1  ” on the signature page of your proposal.

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)

June 28, 2024

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1212
Dated: June 28, 2024
Commodity: *Athletic Award Rings and Jewelry*
RFP Closing On: July 17, 2024

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

James Madison University desires that contracts for this RFP will include terms that make it a Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract (PAC) agreement.

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 agreement(s) is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

An example contract addendum that will be presented to awarded suppliers is included below as a reference.

Signify receipt of this addendum by initialing “Addendum #2 ” on the signature page of your proposal.

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT**

This Agreement executed this [Date] day of [Month, Year] by and between VASCUPP James Madison University, (“the University”) and Herff Jones, LLC (“Supplier”).

TERM

The term of this Publicly Accessible Contract (“PAC”) shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, RFP #DKM-1212, dated [CONTRACT DATE] (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Supplier will:
 - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
 - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
 - C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
 - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

- II. The University will ensure the Consortium:
 - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
 - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.

III. Payment

- A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

- B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

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

Note 'PAC payment' on check.

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, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

Dylan Morris
Buyer Senior, Procurement Services
Email: [morrisk@jmu.edu](mailto:morrisdk@jmu.edu)
Phone: 540-568-3002
Address: James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

If to Herff Jones LLC:

Sherrice Dubose
RFP Manager
Email: sdubose@herffjones.com
Phone: 317-329-3306
Address: Herff Jones
4501 W 62nd Street
Indianapolis, IN 46268

July 3, 2024

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1212
 Dated: July 3, 2024
 Commodity: *Athletic Award Rings and Jewelry*
 RFP Closing On: July 17, 2024

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

Question: Please provide a 3 year order history of ring purchases by sport and metal quality.

Answer:

W.Soccer	2023	Lasium - S
M.Soccer	2023	Lasium - 3XL
W.Basketball	2023	Dual Toned 3XL
Volleyball	2023	
Swim	2023	Dual Toned 2XL
Football	2023	Stainless Steel
Lacrosse	2022	MET2
Track	2022	XXXF
Swim	2022	MEG2
Football	2022	Stainless Steel
Lacrosse	2021	MEC4
W.Golf	2021	LPXF
Swim	2021	LPE1
W.Tennis	2021	MEG4
Football	2021	Stainless Steel

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

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)

REQUEST FOR PROPOSAL

RFP# DKM-1214

Issue Date: June 17, 2024
Title: Athletic Award Rings and Jewelry
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on July 17, 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu ; [540-568-3002](tel:540-568-3002); (Fax) 540-568-7935. Due date for submitting inquiries is **July 2nd at 4pm.**

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: _____ Herff Jones, LLC _____ 4501 West 62nd Street _____ Indianapolis, IN 46268 _____ Date: <u>7/9/2024</u> _____ Web Address: <u>https://www.herffjones.com/</u> _____ Email: <u>rfp@herffjones.com</u> _____	By: DocuSigned by: <i>Kyle Dunn</i> 64F243756DB0405... _____ (Signature in Ink) Name: <u>Kyle Dunn</u> _____ (Please Print) Title: <u>Executive VP of Sales</u> _____ Phone: <u>317-329-3306</u> _____ Fax #: <u>N/A</u> _____
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; *IF YES* =>> SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

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

REQUEST FOR PROPOSAL

RFP # DKM-1214

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1-4
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	4-8
VI.	EVALUATION AND AWARD CRITERIA	Page	8
VII.	GENERAL TERMS AND CONDITIONS	Page	8-16
VIII.	SPECIAL TERMS AND CONDITIONS	Page	16-21
IX.	METHOD OF PAYMENT	Page	21
X.	PRICING SCHEDULE	Page	21
XI.	ATTACHMENTS	Page	21
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide athletic award rings and jewelry for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

JMU Athletics sponsors an 18-sport intercollegiate athletics program that competes at the Division I level of the National Collegiate Athletic Association. The Dukes compete in the Sun Belt Conference and are additionally affiliated with the Eastern College Athletic Conference. JMU also competes in the American Athletic Conference (AAC) in lacrosse and will join the Mid-American Conference (MAC) in field hockey beginning in 2024. JMU's football program has been a consistent force over the last two decades, having made the FCS playoffs eight times since 2004, including the 2004 and 2016 National Championship and National runner ups in 2017 and 2019. The football program played in the school's first ever bowl game in 2023. JMU's women's athletics tradition is also among the oldest in the nation, dating back to the institution's founding in 1908. The University was among the first of the nation's institutions to provide well-rounded overall intercollegiate offerings for females.

The JMU Athletics Department's vision is to be the NCAA model for the student-athlete experience, distinguished by our academic achievement, integrity, personal development and nationally-competitive programs, and our sports embody that both on and off the field. JMU's national exposure has only increased due to their instant success upon entering the Sun Belt Conference in 2023, as well as six sports competing in a Sun Belt Championship game within the first two years of being a member of the conference.

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

A. AWARD RING SPECIFICATIONS AND REQUIREMENTS

1. The Contractor shall provide the design, production, sale, service, and delivery of athletic award rings as requested by the individual sports programs within the JMU Athletic Department. The Contractor shall be responsible for obtaining sizes and names for each ring order from the appropriate sport program. *Herff Jones acknowledges and accepts this request*

2. The Contractor will have the ability to design and furnish trophies, plaques, watches, and other athletic award items, as requested. Herff Jones acknowledges and accepts this request
3. All rings shall comply with any and all NCAA, respective Conference, and JMU licensing requirements, guidelines, rules and regulations as it pertains to services and products provided through a resulting contract of this proposal.
Herff Jones acknowledges and accepts all rings will comply with all requirement, guidelines, regulations for NCAA , Conference and JMU Licensing
4. Collegiate Licensing Company (CLC). It shall be the responsibility of the Contractor to pay the royalty fee directly to the Collegiate Licensing Company. James Madison University shall not be involved in this process. <https://www.clc.com>
Herff Jones Response: Herff Jones has the JMU license with CLC and we release all royalty and licensing fee payments to CLC.
5. James Madison University reserves the right to conduct any test or inspection it may deem necessary during the contract to assure that products and services provided by the ring vendor conform to the contract. Furthermore, the University will be the sole judge of acceptable quality. If any items are found to be unacceptable upon delivery, the Contractor will be notified and shall replace the item(s) within four to six (4-6) weeks of the request.
Herff Jones acknowledges and accepts this request
6. Contractor shall provide on-site sizing services if requested.
Herff Jones will provide on site sizing with Sales Representatives Jay Roudabush and JMU Football Alumni Cory Clark for all sports.
7. James Madison University will determine the purchase date of gold to be used to produce the rings. The Contractor shall base the price of rings on the London Second Fix Price of gold at the time of purchase. Herff Jones acknowledges and accepts the use of Gold Market Index pricing for gold
8. All dyes and molds used to produce the rings by the Contractor shall become the property of the Commonwealth of Virginia and shall remain in the possession of the Contractor. The Contractor shall, at its sole expense, maintain such dyes and molds in first class condition at all times. Titles to the dyes and molds shall be vested in James Madison University.

**** All Tooling, Molds, and/or Digital files used to create the Championship Rings will be held by Herff Jones on behalf of JMU and made available at the request of JMU. The production process, as determined by Herff Jones for the best quality product, will dictate what asset is available for each individual ring design**

9. No portion of work will be subcontracted without prior written consent of the University. In the event that the selected firm(s) desires to subcontract any part of the work specified herein, the selected firm(s) will furnish the University the names, qualifications, and experience of its proposed subcontractors. The selected firm(s) will remain fully liable and responsible for the work to be performed by its subcontractor(s) and will assure compliance with all requirements of the Agreement. Herff Jones acknowledges and accepts

B. REQUIRED CONTRACTOR RESPONSES

1. Describe all championship alternative jewelry/options such as pendants, bracelets, trophies, showcase boxes and charms.
2. Describe the alternate alloy used in Championship Rings productions. Identify associated costs in *Section X. Pricing Schedule*.
3. Provide a list of materials available through your company i.e. metals, precious stones, semi-precious stones, enamel, etc. Identify associated costs in *Section X. Pricing Schedule*.
4. Provide alternative championship options such as pendants, bracelets, trophies, showcases, boxes, charms. Identify associated costs in *Section X. Pricing Schedule*.
5. Provide catalog(s) or product book(s) for items mentioned above.

6. Describe timeframe and ability for providing samples. Identify any potential costs associated with sample items in *Section X. Pricing Schedule*.
7. Describe in detail, your manufacturing techniques and design technologies that set you apart from other manufacturers in the industry.
8. Describe your engraving and personalization capabilities.
9. Describe your production timeline for a standard Championship Ring and Pendant.
10. Describe any licensing that your firm may have with any NCAA Conferences.
11. Describe your inspection and quality assurance process that identifies the methods by which the Respondent shall assure ordering, delivery, and follow up services for the University in a correct and timely manner, including but not limited to:
 - a. Capabilities to deliver as requested and willingness to work with Athletic Departments to assure their delivery requests are met. Provide policy on how you keep customers informed.
 - b. Customer service (detail how product literature, samples, and specifications are obtained). Describe in detail communication plan with JMU Athletics, specifically the method in which the University will stay informed of the status of pending orders.
 - c. List all contact information for customer service.
 - d. Provide product qualification standards, manufacturing certifications, etc. (i.e. ISO 9000, ISO 9001, etc).
 - e. Change order and cancellation policies and any fees associated.
 - f. Method of delivery for all products.
 - g. Describe the length of time that will pass between ordering Championship Rings and the time those rings are delivered.
12. Provide a description of the Championship Ring warranty including:
 - a. Length and condition of guarantee regarding defects in materials and workmanship.
 - b. Length and scope of guarantee regarding stones and stone decorations.
 - c. Conditions and associated charges for ring resizing and ring adjustments.
 - d. Conditions and associated charges for replacement and damaged rings.
 - e. Conditions and associated charges for replacement or lost rings.
 - f. Conditions and associated charges for ordering additional rings.

- g. Responsibility and procedures for resolving disputes regarding the validity and warranty claims.
- h. Conditions and associated charges for restoring ring finish.
- i. Conditions on how repairs are made, who to contact, and how shipping rates are handled.
- j. Differences in the way that warranty claims and charges are handled before a student graduates and after.

13. Provide any additional information that should be considered in the evaluation of the proposal.

C. **SAMPLES**

1. Contractor shall provide samples of the following items with their response. All samples for the purpose of this RFP shall be provided at no cost to JMU:

- a. Provide one (1) sample of a Men’s Football Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc. Provide instructions for how the rings should be returned at the conclusion of the solicitation process.
- b. Provide one (1) sample of a Women’s Basketball Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc.
- c. Provide a minimum of three (3) and maximum of five (5) sketches that are preliminary sketches of ring designs that are uniquely applicable to James Madison University Athletics including, but not limited to, such elements outlined in Attachment F of this RFP. Digital pictures of these elements are available by request to the associated buyer.

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.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR CHOSEN METHOD.

- 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. **ELECTRONIC SUBMISSION:**

Herff Jones Question Responses

1. Describe all championship alternative jewelry/options such as pendants, bracelets, trophies, showcase boxes and charms.

- a. Rings - Varied by Custom Design and Quantity
- b. Pendants - Varies by Custom Design and Quantity
- c. Standard Box (included), LED lit box (\$20), other boxes available upon request.
- d. Posters upon request, prices vary.

2. Describe the alternate alloy used in Championship Rings productions. Identify associated costs in Section X. Pricing Schedule.

A Jewelers Alloy that allow for White, Yellow, Rose, and Onyx coating to give the customer's desired look.

3. Provide a list of materials available through your company i.e. metals, precious stones, semi-precious stones, enamel, etc. Identify associated costs in Section X. Pricing Schedule.

- a. Jewelers Alloy
 - i. \$189 - \$299
 - ii. Price varies based on size, design, and upgrade options
- b. Gold
 - i. White and Yellow
 - ii. 10K and 14K
 - iii. Pricing
 - 1. Market value + Production, Weight and purity impact price
- c. Silver
 - i. Pricing
 - 1. Market value + Production, Weight and purity impact price

4. Provide alternative championship options such as pendants, bracelets, trophies, showcases, boxes, charms. Identify associated costs in Section X. Pricing Schedule.

- a. All Rings can be converted to Pendants
- b. Trophies, bracelets, showcases, boxes, charms - Herff Jones can provide these options

5. Provide catalog(s) or product book(s) for items mentioned above.

Catalog pages start on page

6. Describe timeframe and ability for providing samples. Identify any potential costs associated with sample items in Section X. Pricing Schedule.

Normal production is 12 Weeks from approval of design AND order submission. Samples may be requested at any time but are limited to what the service representative has on hand.

7. Describe in detail, your manufacturing techniques and design technologies that set you apart from other manufacturers in the industry.

Currently we use a single mold process that allows for a sturdy construction and maximum design customization and stone coverage. In some instances, we may use a 3D printing technique to accommodate various designs in the fastest time possible. Every design is made to order, at the behest of the customer. We have stock images and designs for ease, but if the customer can both dream it and afford it, we can produce nearly anything.

8. Describe your engraving and personalization capabilities.

- 3-5 lines inside the ring depending on the size of the ring, or
- An image inside the rings
- The palmside exterior of the ring
- Some engraving can be done in color.

9. Describe your production timeline for a standard Championship Ring and Pendant.

Once art is approved and the order is submitted from the customer, we adhere to a 12 week production timeline before shipping. We make every effort to beat that timeline.

10. Describe any licensing that your firm may have with any NCAA Conferences.

Herff Jones currently have roughly 20+ athletic conference licenses that are managed by CLC.

11. Describe your inspection and quality assurance process that identifies the methods by which the Respondent shall assure ordering, delivery, and follow up services for the University in a correct and timely manner, including but not limited to:
a. Capabilities to deliver as requested and willingness to work with Athletic Departments to assure their delivery requests are met. Provide policy on how you keep customers informed.

It is the responsibility of the service representative to update the end customer. All communication will flow through the representative via phone or email. The service representative will be in touch regularly, in a set cadence with the customer, or on demand should the customer have any questions. Response times may take 24-28 hours for updates from the manufacturing line.

b. Customer service (detail how product literature, samples, and specifications are obtained). Describe in detail communication plan with JMU Athletics, specifically the method in which the University will stay informed of the status of pending orders.

Product literature, samples and specifications will be provided in physical and digital form when we meet with the team and coaches.

Upon the completion of a season, if a JMU team wins a championship, we will make contact through the proper channels via emails and phone calls to set up a time to meet with the team and coaches. For approval of artwork, we will make contact in the same manner. We will be personally available via email/cell at any time if the University wants a status update of a pending order. We will also make contact once the rings ship and are ready for me to deliver them. We will personally deliver the rings to the proper person or department at JMU.

c. List all contact information for customer service.

Cory Clark: Phone- 540-560-1250 email : caclark@herffjones.com
Jay Roudabush: Phone- 804-350-8692 email: jroudabush@herffjones.com

d. Provide product qualification standards, manufacturing certifications, etc. (i.e. ISO 9000, ISO 9001, etc).

Our Champ Ring production process is not ISO certified. However, Herff Jones stands behind its product so much that we supply an industry-leading warranty and customer service to ensure our customer's satisfaction.

e. Change order and cancellation policies and any fees associated.

No order will be submitted until artwork is approved by the University. Once the order is placed, the University has 72 hours to change or cancel the order with no fees. After 72 hours fees would apply and the price of those fees would be determined by the type of change being requested. Those costs would be shared prior to the changes being made.

f. Method of delivery for all products.

Herff Jones Representatives will deliver Champ Rings in person. Cory Clark is local to Harrisonburg and can be at JMU quickly and at any time.

g. Describe the length of time that will pass between ordering Championship Rings and the time those rings are delivered.

13 weeks or less. Up to 12 weeks from time of final order submission (Art approval and order details) + 1 week for delivery

Herff Jones Champ Ring Warranty

12.

Herff Jones fully warrants both your ring and simulated stone(s) to be free from defects in workmanship and/or material. Herff Jones will repair any such defects or replace the ring without charge. If your ring cannot be repaired or replaced under these terms, a refund will be allowed.

The following services will be performed on your Herff Jones Championship Ring without charge:

- Repair defects in workmanship or material.
- Replace with a new ring if repairs cannot be made due to defects in workmanship or material.
- Replace defective, broken or lost simulated birthstones.
- Resize your ring.
- Restore the original finish on your ring.
- FREE return shipping (from Service Center to customer/rep) on all repairs.

PLEASE NOTE:

1. Any ring submitted to Herff Jones under claim of this warranty must be positively identified as a Herff Jones ring and manufactured after 1985.
2. Other natural, genuine, synthetic, and simulated stones, such as diamonds, topaz, Hope Star Sapphires, Royal CZs, etc., are not covered under this warranty. Herff Jones reserves the right to substitute stones with similar color, quality, and shape of those currently available in the market.
3. Herff Jones Limited Lifetime Warranty is void if any work is performed on the ring by anyone other than Herff Jones.
4. You are responsible for the delivery of your ring to your local HJ office or:
Herff Jones Champ Warranty Service Center
4101 Live Oak Drive, Suite 400
The Colony, TX 75056
5. Damages resulting from improper handling, lack of care, or normal wear and tear are not covered by this warranty.
6. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state
7. Changes cannot be made after your order has been processed. Deposit cannot be returned for any article after order has been entered for manufacture. Any questions regarding warranty and repairs should be directed to your local HJ office.

- i. **ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED.** Please see below, “eVA Procurement Website and Registration” for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth’s procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select “Register Now” on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select “I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. PAPER SUBMISSIONS:

- i. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **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.
 - iii. 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.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

3. 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.
4. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. 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.

5. 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 and will be limited to 1 ½ hours. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete. In addition to a complete discussion of the specific requirements, the oral discussion should elaborate on ring design options.

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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
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	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<hr/> 100

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.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner <i>[to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical</i>	<i>\$2,600,000 per occurrence</i>

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia* (<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

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:	Herff Jones, LLC	July 17th	2:00pm
	Name of Offeror	Due Date	Time
	4501 West 62nd Street	DKM-1214	
	Street or Box No.	RFP #	
	Indianapolis, IN 46268	Athletic Award Rings and Jewelry	
	City, State, Zip Code	RFP Title	
Name of Purchasing Officer: Dylan Morris			

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

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

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

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 103 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 #
Varsity Spirit	10 Years	711 N. Front Street, Suite 100 Memphis, TN 38107	John Newby 901-387-4382
University of Miami	10 Years	5821 San Amaro Drive Coral Gables, FL 33145	Matt Smale 410-570-6432
East Rockingham High School	15 Years	250 Eagle Rock Rd. Elkton, VA 22827	Eric Phillips 540-421-4868
Spotswood High School	15 Years	368 Blazer Dr. Penn Laird, VA 22846	Matt Rhea 540-578-2612
Stuarts Draft High School	15 Years	1028 Augusta Farms Rd. Stuarts Draft, VA 24477	Jeremiah Major 540-943-8773

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

Jay Roudabush and Cory Clark

The Roudabush Group, Inc - Herff Jones Sales Representatives

2020 New Dorset Road, Powhattan, VA 23139

- 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: _____

Not Applicable

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

Not Applicable

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)



- ✕
HIDE
- Home
- Start New I-9
- Search For Employees
- Reporting
- Administration
- Custom Dashboards
- Help

Location Management

Corporate

Location Information

Name: <input type="text" value="Herff Jones"/>	Code: <input type="text" value="9000"/>	Address 1: <input type="text" value="4625 W 62nd St"/>
City: <input type="text" value="Indianapolis"/>	State: <input type="text" value="IN"/>	Zip code: <input type="text" value="46268"/>
Phone 2: <input type="text"/>	Fax: <input type="text"/>	

E-mail 1:

[Add Another Email Address](#)

Participates in E-Verify

E-Verify Company ID Number:

665665



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com	FAX (A/C, No): 212-948-0770	
	INSURER(S) AFFORDING COVERAGE		
INSURED Herff Jones, LLC 4501 W. 62nd Street Indianapolis, IN 46268	INSURER A: HDI Global Insurance Company		NAIC # 41343
	INSURER B: National Union Fire Insurance Company		19445
	INSURER C: AIU Insurance Company		19399
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

CHI-010708747-03

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLCD5669403	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 SIR \$ 100,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL 4888811	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 080880644 (CA)	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C				WC 080880645 (WI)	08/01/2023	08/01/2024	E.L. EACH ACCIDENT \$ 1,000,000
C				WC 080880643 (AOS)	08/01/2023	08/01/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is/are included as Additional Insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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EXECUTIVE SUMMARY

As your local Herff Jones representatives, it would be my honor and privilege to serve as your schools' trusted partner.

We hope to highlight the many services, products, and programs my team and I can provide for James Madison University with the enclosed packet. I take pride in offering a unique and dynamic service based on the individual needs of each school. This total service attitude has distinguished our local, family-owned, female-owned (WOB) business for over 50 years.

Herff Jones, a Made-in-America company, is proudly celebrating our 103rd year in business. We partner with schools to create engaging campus environments and help commemorate and celebrate the education experience. The quality of our class rings, caps and gowns, graduation announcements, and senior items is superior in our industry.

Together we can preserve and build on your school's culture and traditions with customized products and offerings that inspire students, capture experiences and celebrate achievements.

We assure you that you will find a superior level of dedicated service to James Madison University. We look forward to this opportunity to provide our years of personal, traditional, reliable and trusted service to you and your schools.

Should you have any questions, please contact us:

[Jay Roudabush](#)

Representing Herff Jones
The Roudabush Group, Inc.
2020 New Dorset Road Powhatan, VA 23139
804.350.8692
JRoudabush@herffjones.com

[Cory Clark](#)

Representing Herff Jones
The Roudabush Group, Inc.
2020 New Dorset Road Powhatan, VA 23139
540-560-1250
caclark@herffjones.com

MEET YOUR TEAM



JAY ROUDABUSH

OWNER/SALES PARTNER
804-350-8692
JROUDABUSH@HERFFJONES.COM



CORY A. CLARK

SALES REPRESENTATIVE
540-560-1250
CACLARK@HERFFJONES.COM

OFFICE:
2020 NEW DORSET ROAD
POWHATAN, VA 23139
804-598-0971

Jay Roudabush

Powhatan, VA || 804-350-8692 || jroudabush@herffjones.com

MY OBJECTIVES

- To represent the Herff Jones Company and continue a long tradition of honoring achievement and preserving cherished memories.
- Offer the finest custom-made products available, exemplary service, and guaranteed customer satisfaction.
- Become a partner in our schools in rewarding academic excellence, student leadership and outstanding athletic achievement.
- Provide support programs for our schools that meet their individual ongoing needs from orientation to graduation and beyond.

PROFESSIONAL EXPERIENCE

- The Roudabush Group. Inc. President August 1996 - Present
- Exclusive agent for Herff Jones scholastic division in Virginia
- Inducted into the Herff Jones Hall of Fame January 2009
- Heilig-Myers Corporation. Richmond. VA January 1996 - July 1996
- Management Training Program

EDUCATION

- Radford University, Radford, VA
Bachelor of Business Administration Degree December 1995
- Ft. Defiance High School, Ft. Defiance, VA Class of 1987

CORY A. CLARK

Waynesboro, VA 22980 || (540) 560-1250 || caclark@herffjones.com

QUALIFICATIONS SUMMARY

- Proven ability to train, mentor and develop personnel of a variety of skill levels and talents
- Adept at managing, tracking, and utilizing inventory to exceed established goals and maximize profits
- Excels at achieving record-breaking sales performance by leveraging outstanding relationship management and customer relations skills.
- Experienced in management training and corporate training programs.
- Expert in communicating effectively with diverse populations in a professional and personable manner

PROFESSIONAL EXPERIENCE

HERFF JONES

2009-NOW

INDEPENDENT SALES REPRESENTATIVE

An independent contractor appointed to represent Herff Jones scholastic products in a specific territory. Such Herff Jones scholastic products are sold to public, private, and parochial schools within an assigned area. As an independent contractor, the sales representative operates a business in the representation of Herff Jones products.

- Called on all assigned schools in the territory on a regular basis to sell the assigned Herff Jones products and annually improve market share.
- Met periodically with Area Sales Manager to plan specific growth in sales with budgeted costs.
- Attended regularly scheduled sales training seminars, along with state and national conventions, which are designed to help improve sales techniques and product knowledge.
- Kept accurate records and furnished detailed information to Herff Jones on approved forms within a timely manner.
- Used power point presentations to sale products to parents, students, administrators, and teachers
- Negotiated contracts between our company and schools
- Solely responsible for procuring new business through sales calls, marketing, and presentations

RENTAL BRANCH MANAGER

Managed all aspects of daily operations of rental location to represent and grow the Enterprise brand. Location operated much like an independent franchise with respect to establishing and maintaining clientele and generating sales. Duties involved include: training and developing employees, managing both inventory and personnel, providing customer service, generating, and maintaining sales accounts, and various accounting functions to control cost/profit ratio.

- ***Successfully developed and mentored 20 employees to advance within the company***
 - Created and continued to update written job descriptions for office personnel
 - Performed routine performance evaluations to provide feedback and follow up to employees to track progress and provide feedback
 - Created work plan to allow employees to work autonomously lessening the need for constant direct supervision and empower them with decision making skills
- ***Generated revenue by marketing to local businesses to add 50 new business accounts***
 - Increase corporate sales business by **50%**
 - Established relationships with **25** established accounts to increase sales from existing customers and enhance or repair relationships with customers and previous branch staff
 - Created sales and marketing calendar for office staff to maximize results in a time-effective manner
- ***Maximized profits by reducing and limiting costs***
 - Established work schedules for staff to minimize personnel costs and maximize efficiency. **Led to lowest personnel expenses in region**
 - Established contact points with accounts to ensure prompt payment and minimize debt
 - Effectively managed fleet inventory to eliminate and reduce maintenance and down-time cost
 - Managed **largest** rental branch in region.
 - Increased **profitability** and fleet size of all assigned branches
 - Consistently ranked in **top 25%** of Sales Matrix
 - Consistently ranked in **top 10%** of Manager Matrix
- ***Grew rental fleet to largest in Virginia***
 - Managed operation to ensure fleet matched needs to maximize utilization
 - Managed maintenance and repairs to minimize down-time and expenses
 - Coordinated efforts with area offices to secure additional vehicles as needed
 - Aggressively sought out and took advantage of sales opportunities
 - Filed insurance claims to ensure repairs were done and expenses properly accounted for

US DEPARTMENT OF DEFENSE, ARLINGTON, VA

2000 - 2002

WAGE SPECIALIST

Duties include collection and analysis of data to establish and regulate salaries of civilian personnel working in military establishments.

- ***Achieved highest participation rate among companies surveyed***
 - Increased participation rate from 50% to 85% in all areas surveyed

PROFESSIONAL SKILLS

OFFICE SKILLS

- Create and Generate Reports of Various Kinds
- Interpret Spreadsheets
- Generate Correspondence

ACCOUNTING SKILLS

- Payroll Administration
- Accounts Receivable
- Accounts Payable
- Book Keeping
- Credit Reporting
- Collections

COMPUTER SKILLS

- MS Office Suite (Word, Excel, Outlook, PowerPoint)
- Internet as a Research Tool
- Salesforce proficient

GENERAL

- Effective Oral & Written Communication
- Team Building
- Management Experience

EDUCATION

JAMES MADISON UNIVERSITY, HARRISONBURG, VA

BACHELOR OF ARTS IN HISTORY AND POLITICAL SCIENCE

- **James Madison Football Team – Class of 2000**
 - **Team Captain and Four-year letterman**



WELCOME TO OUR LOCAL OFFICE



**The Roudabush Group,
Inc. Herff Jones**

2020 New Dorset Road
Powhatan, VA 23139

804.598.0971

<http://www.hjvirginia.com>



Together we can preserve and build on your school's culture and traditions with customized products and offerings that inspire students, capture experiences and celebrate achievements. It's why we're here!

The Herff Jones Story

Over 100 years ago, in an old firehouse in Indianapolis, Harry Herff and Randall Jones started an insignia company manufacturing medals, pins and other emblematic jewelry. That company has grown and expanded over the past century-plus and now provides customized graduation caps and gowns, announcements, diplomas and diploma frames, class rings and championship jewelry to students everywhere.

With a network of dedicated employees, sales representatives and national manufacturing facilities, Herff Jones is proud to be part of the commencement traditions and ceremonies for thousands of colleges and high schools all across America.

We strengthen the communities we serve by recognizing and celebrating your students' accomplishments and milestones. And together, we can preserve and build on your school's culture and traditions with customized products and offerings that inspire students, enhance experiences and celebrate achievements.

It's why we're here.



Celebrating Your Achievements

Our Commitment

Tell us the way you work and what you need.

We'll customize a plan.

We won't sit back and wait for you to ask for help.

We'll plan ahead.

We don't give a customer support number and wish you luck.

We're there with you, on campus, doing what is needed.

We'll not just help you plan your calendar and budget.

We'll help you stick to it every step of the way.

We'll roll up our sleeves and be an active member of your staff.

Put us to work.



Celebrating Your Achievements

When it's time to choose
a graduation partner,
it shouldn't be about cost or
an existing vendor relationship.

It's about your graduates.
And the service and support that you and
your staff both deserve and will receive.

We manufacture what we deliver.
Regalia. Announcements. Diplomas. Frames. Rings.
All of it. Only HJ can say that.

We are the graduation experts.
And we will deliver a graduation experience
worthy of your students' achievements.



Celebrating Your Achievements

Section X Pricing Schedule

Rings

Style Forefinger :

Size L- \$210- \$250 min 20

Size 3XL- \$ 250-290 min 10-20

Style Crossfinger:

Size L- \$210- \$230 min 10-20

Size 3XL - \$250-\$270 min 10-20

Style Square:

Size L- \$210-\$230 min 10

Size 3XL-\$250- \$270 min 10

Style Circle:

Size L- \$210-\$255 min 10-20

Size 3XL- \$250- \$295 min 10-20

Stlye Oval:

Size L- \$220- \$310 min 10-20

Size 3XL- \$260- \$420 min 10-20

Style Football

Size L- \$220-\$290 min 10

Size 3XL- \$260- \$395 min 10

Display Boxes:

\$25

- All Rings can be converted to pendants and prices may vary
- Prices provided in this RFP are estimates only



EVERY SEASON TELLS A STORY.



HERFF JONES



CHAMPION HAS A RING TO IT.™

HERFF JONES DELIVERS A RING EXPERIENCE WORTHY OF CHAMPIONS.

Your championship season is so much more than just your final game. At Herff Jones, we partner with you, your team and your school to create a champ ring experience unlike any other. After all, every season tells a story — and your championship season is one you'll remember and cherish forever.





THE EXPERIENCE

A championship season is filled with challenges, emotions and triumphs. It's a story worth telling, and at Herff Jones we're here, by your side, to make sure your season, and your champions, are properly celebrated and etched into history forever. This includes planning events and celebrations for the entire community.



COLLABORATION

There are no "do-overs" in a championship season and the same is true when it comes to your championship ring. This is why it's imperative that there is close collaboration throughout the process. At Herff Jones, we pride ourselves on providing this collaboration from the beginning concepts through tooling and manufacturing.



LIMITED LIFETIME WARRANTY

The Herff Jones warranty assures you – and your team of champions – that your ring will always be defect-free. If there's ever an issue with your champ ring, we'll repair it or resize it – free – for the life of your ring.

IT'S MORE THAN A RING.

CHOOSE A PARTNER DELIVERING COLLABORATION — AND SERVICE.



Winning a championship takes an entire team all pulling in the same direction.

The same is true when choosing a partner to celebrate your season. You need more than a vendor. You need an experienced and collaborative partner working with you to ensure your ring — and the celebration around it — is worthy of your teams' accomplishments.

1 Immediately after your championship, we'll begin working directly with you to capture your vision. From sketches on napkins to online sessions with our design team, we'll do whatever is necessary to ensure your team's story is brought to life.



2 With direction in hand, our experienced designers take that vision and begin the magic as they transform sketches into 3D designs using the latest CAD design software.





The perfect fit — ring sizing is an important (and fun) part of the champ ring experience.



3 With the help of your Herff Jones Sales Pro and our skilled designers, you will be in charge of approving the design of your Championship Ring. Then Herff Jones will hand craft your vision into a one-of-a-kind Champ Ring to last a lifetime and beyond.

4 HJ delivers white glove service at every step. From design through ring sizing to total program management including ring events that make you and your community proud.



WE DELIVER AN EXPERIENCE
WORTHY OF A CHAMPION.



STYLE: FOREFINGER



L - \$250, Min 20
3X - \$290, Min 20

**FOREFINGER
SQUARE**

Upgrades
Channel Set Stones
Custom Stone
Spiritblast



L - \$250, Min 20
3X - \$290, Min 20

**FOREFINGER
SQUARE**

Upgrades
Custom Stones
Perimeter Stones & Text
Channel Set Stones



L - \$210, Min 10
3X - \$250, Min 10

**FOREFINGER
SQUARE**



L - \$230, Min 20
3X - \$270, Min 20

**FOREFINGER
SQUARE**

Upgrades
Two-Tone (Black Onyx & Gold Plated)
Perimeter Stones
Pegged Crest



L - \$230, Min 10
3X - \$270, Min 10

**FOREFINGER
SQUARE**

Upgrade
Two-Tone (Black Onyx & Gold Plated)

STYLE:
CROSSFINGER



L - \$230, Min 10
 3X - \$270, Min 10

**CROSSFINGER
 ROUND**
 Upgrade
 Black Onyx Plated



L - \$210, Min 10
 3X - \$250, Min 10

**CROSSFINGER
 SQUARE**



L - \$220, Min 20
 3X - \$260, Min 20

**CROSSFINGER
 ROUND**
 Upgrade
 Encrusted Stone



L - \$220, Min 20
 3X - \$260, Min 20

**CROSSFINGER
 ROUND**
 Upgrade
 Encrusted Stone



L - \$210, Min 10
 3X - \$250, Min 10

**CROSSFINGER
 SQUARE**

STYLE: SQUARE



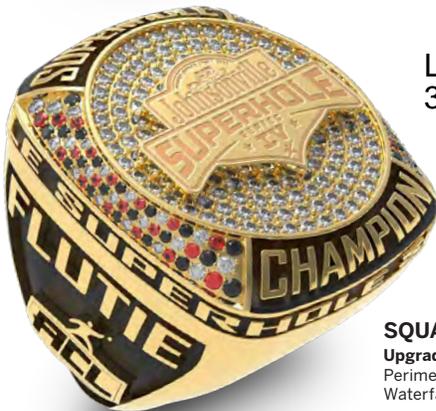
L - \$230, Min 10
3X - \$270, Min 10

SQUARE
Upgrade
Two-Tone (Black Onyx &
White Gold Plated)



L - \$230, Min 10
3X - \$270, Min 10

**SQUARE
ROUND**
Upgrade
Channel Set Stones



L - \$220, Min 10
3X - \$260, Min 10

SQUARE
Upgrades
Perimeter Text
Waterfall Base Stones



L - \$210, Min 10
3X - \$250, Min 10

**DIAMOND GUTTED
SHANK**



L - \$230, Min 10
3X - \$270, Min 10

**DIAMOND GUTTED
SHANK**
Upgrade
Perimeter Stones

STYLE: CIRCLE



L - \$210, Min 10
3X - \$250, Min 10

CIRCLE
Upgrade
Spiritblast



L - \$255, Min 10
3X - \$295, Min 10

CIRCLE
Upgrade
Waterfall Base



L - \$255, Min 10
3X - \$295, Min 10

CIRCLE
Upgrades
Two-Tone (White & Gold Plated)
Perimeter Text
Natural Finish



L - \$210, Min 10
3X - \$250, Min 10

CIRCLE GUTTED SHANK



L - \$235, Min 20
3X - \$275, Min 20

CIRCLE GUTTED SHANK
Upgrade
Pegged Crest

STYLE: OVAL



L - \$245, Min 20
3X - \$285, Min 20

OVAL
Upgrades
Custom Stone
Perimeter Stones
Shank Stone



L - \$240, Min 10
3X - \$280, Min 10

OVAL
Upgrades
Two-Tone (Black Onyx & Gold Plated)
Perimeter Text
Perimeter Stones



L - \$220, Min 10
3X - \$260, Min 10

OVAL
Upgrade
Perimeter Stones



L - \$275, Min 10
3X - \$315, Min 10

OVAL
Upgrades
Waterfall Stones
Perimeter Stones x2
Shank Stones



L - \$310, Min 10
3X - \$420, Min 10

OVAL
Upgrades
Two Tone (Black Onyx & Gold Plated)
Waterfall Stones
Perimeter Stones x2
Perimeter Text
Shank Stones

STYLE: FOOTBALL



L - \$220, Min 10
3X - \$260, Min 10

FOOTBALL
Upgrade
Perimeter Stones



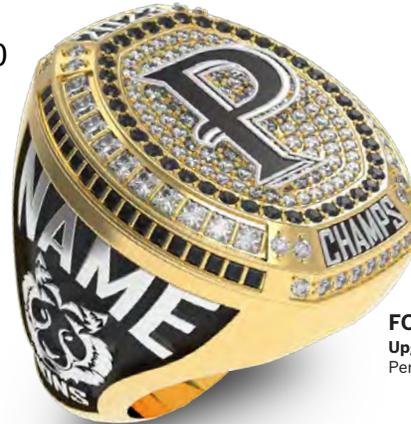
L - \$290, Min 10
3X - \$395, Min 10

FOOTBALL 2
Upgrades
Perimeter Stones
Shank Stones
Waterfall Base



L - \$240, Min 10
3X - \$270, Min 10

FOOTBALL 2
Upgrade
Perimeter Text



L - \$220, Min 10
3X - \$260, Min 10

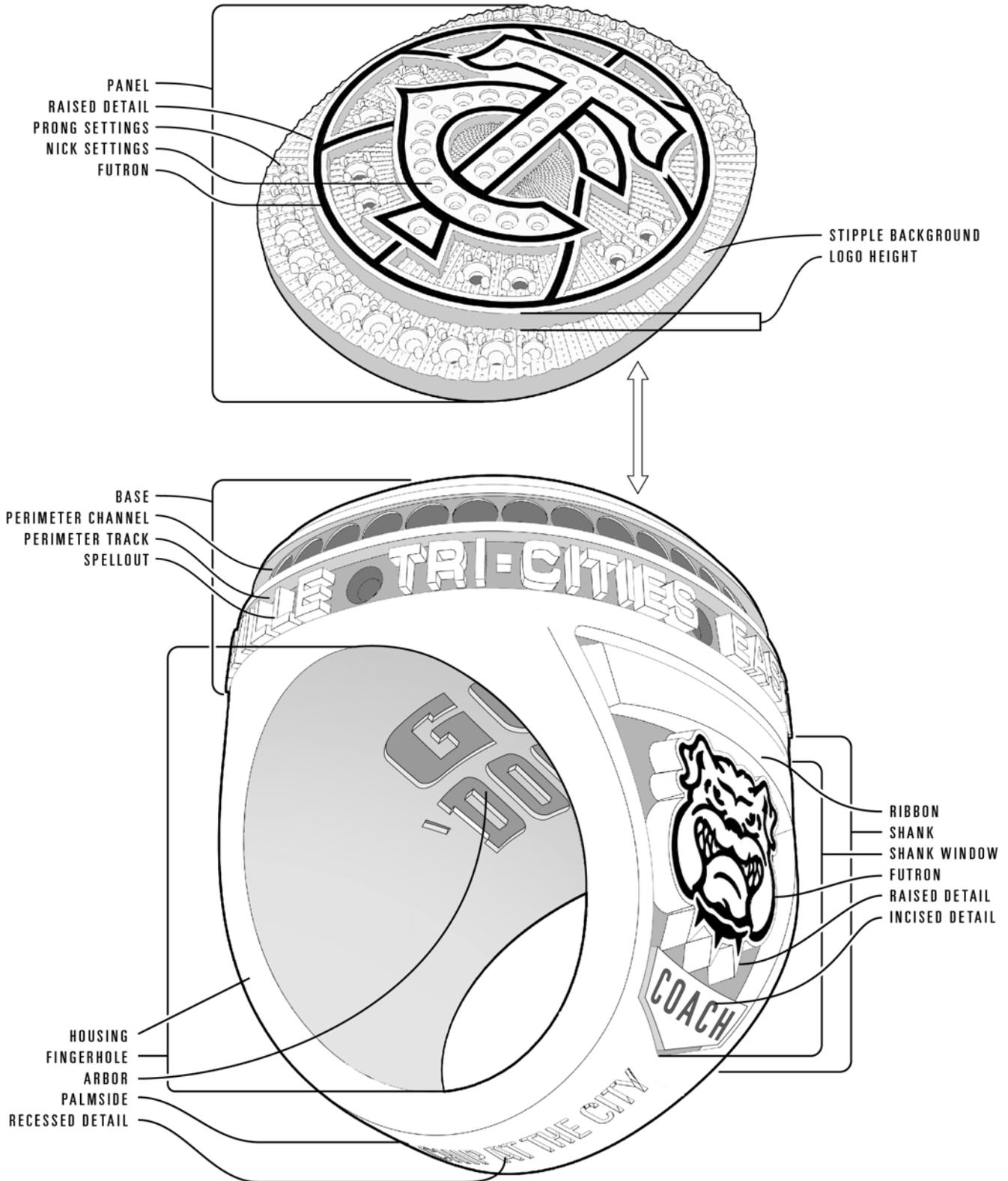
FOOTBALL 2
Upgrade
Perimeter Stones

STYLE & SIZE BREAKDOWN

	Small	Medium	Large	Extra Large	2X	3X	4X	5X
Forefinger								
Forefinger Round Edge								
Crossfinger								
Crossfinger Round Edge								
Oval								
Square								
Square Round Edge								
Circle								
Football								
Football Option 2								

Ring style and sizing not shown to scale.

CHAMP RING ANATOMY



ENHANCEMENTS MAKE IT UNIQUE

Herff Jones offers a variety of possible upgrades and enhancements to make your ring as special as the championship itself.

STANDARD METALS/PLATING



White Gold Plate Antiqued



White Gold Plate Natural



Yellow Gold Plate Antiqued



Yellow Gold Plate Natural



Rose Gold Plate Antiqued



Rose Gold Plate Natural



Black Onyx Plated Natural

TWO-TONE



Black Onyx Plated Raised White Gold Detail Black Background Only



Black Onyx Plated Raised Yellow Gold Detail Black Background Only



White Raised Yellow Gold Detail Black Background Only

TRI-TONE



Black Onyx Plated Raised Yellow Gold Detail White Gold Panel

MIX & MATCH



Yellow Gold Plate & Blue SpiritBlast



Two-Tone Plating



Tri-Tone Plating

SPIRITBLAST™



Red



Bright Pink



Lavender



Blue



Surf Blue



Navy Blue



Amazon Green



Teal



Purple



Orange



White

FUTRON



Futron



Translucent Futron



Multi-Color Translucent Futron

PERIMETER



Perimeter Text (up to 3 rows)



Perimeter Stones & Text

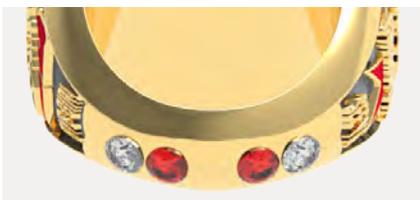


Perimeter Stones (up to 2 rows)

PALMSIDE



3D Effect



Stones (includes up to four 1 pt stones)

ENGRAVING LOCATIONS

Palmside
Incised

Arbor
Engraving



ENHANCEMENTS MAKE IT UNIQUE

SPECIAL STONES



Center Stone



Custom Stone



Encrusted Stone

SPECIAL SETTINGS



Shank Stones (per row)



Shank Stones (Fill design, per side)



Waterfall Base Stones
(full perimeter)



Waterfall Base Stones
(per side)

STONE SETTINGS



Base Spell-out Stones (3x size or larger)



Channel Set Stones (Bezel)



Caged Stones



Pegged Crest



Full Housing Stone Setting



Channel Set Stones

ACCESSORIES TO ENHANCE

A championship ring box both perfectly displays as well as protects your achievement. We offer both commemorative and personalized LED lighted boxes as well as a premium clear acrylic box. Etchings for personalization can include individual player names, school name, logo and more.



Commemorative LED Lighted Wooden Box
106-BOX-1769

\$20-425



LED Lighted Leatherette Box
LT-BX

\$20-425



Premium Acrylic Display Box
RDC11-00E

\$20-425



Ring top pendants commemorate any championship in style – and are available in all of our ring top sizes. Chain sold separately.



18", 24" or 30" Heavy Rounded Box Chain



18" Lightweight Pendant Chain

All chains are available in gold or silver tone.

CHAMPIONSHIP RING SHANKS

Not every occasion calls for a completely custom-tooled ring, and not every budget supports it. These championship ring shanks provide options for a wide variety of sports and events, designed by our art team and ready to go.



Academics
AC1



Academics
AC2



Academics
AC3



Academics
AC4



Academics
AC5



Academics
AC6



Basketball
BB1



Basketball
BB2B



Basketball
BB2G



Basketball
BB3



Basketball
BB4



Basketball
BB5B



Basketball
BB5G



Basketball
BB6



Basketball
BB7B



Basketball
BB7G



Band
BD1



Band
BD2



Band
BD3



Band
BD4



Band
BD5



Band
BD6



Bowling
BL1B



Bowling
BL1G



Bowling
BL2



Bowling
BL3



Bowling
BL4



Bowling
BL5



Bowling
BL6



Baseball
BS1



Baseball
BS2



Baseball
BS3



Baseball
BS4



Baseball
BS5



Baseball
BS6



Boxing
BX1



Boxing
BX2B



Boxing
BX2G



Boxing
BX3



Boxing
BX4B



Boxing
BX4G



Boxing
BX5



Boxing
BX6



Cross Country
CC1



Cross Country
CC2B



Cross Country
CC2G



Cross Country
CC3



Cross Country
CC4B



Cross Country
CC4G

Cross Country
CC5

Cross Country
CC6

Cheer
CH1-AG

Cheer
CH1-CO

Cheer
CH2

Cheer
CH3

Cheer
CH4



Cheer
CH5-AG

Cheer
CH5-CO

Cheer
CH6

Dance
DN1

Dance
DN2

Dance
DN3

Dance
DN4

Dance
DN5



Dance
DN6

Field Hockey
FH1

Field Hockey
FH2B

Field Hockey
FH2G

Field Hockey
FH3

Field Hockey
FH4

Field Hockey
FH5

Football
FB1



Football
FB2

Football
FB3

Football
FB4

Football
FB5

Football
FB6

Football
FB7

Football
FB8

Football
FB9



Football
GS5

Golf
GF1

Golf
GF2

Golf
GF3

Golf
GF4

Golf
GF5B

Golf
GF5G

Golf
GF6B



Golf
GF6G

Golf
GF7

Gymnastics
GM1

Gymnastics
GM2

Gymnastics
GM3

Gymnastics
GM4F

Gymnastics
GM4M

Gymnastics
GM5F



Gymnastics
GM5M

Lacrosse
LX1B

Lacrosse
LX1G

Lacrosse
LX2B

Lacrosse
LX2G

Lacrosse
LX3

Lacrosse
LX4

Lacrosse
LX5B



Lacrosse
LX5G

Lacrosse
LX6B

Lacrosse
LX6G

Rugby
RB1B

Rugby
RB1G

Rugby
RB2

Rugby
RB3B

Rugby
RB3G



Rugby
RB4

Rugby
RB5

Rugby
RB6

Softball
SB1

Softball
SB2

Softball
SB3

Softball
SB4

Softball
SB5



Softball
SB6

Swimming & Diving
SD1B

Swimming & Diving
SD1G

Swimming & Diving
SD2B

Swimming & Diving
SD2G

Swimming & Diving
SD3B

Swimming & Diving
SD3G

Swimming & Diving
SD4B



Swimming & Diving
SD4G

Swimming & Diving
SD5B

Swimming & Diving
SD5G

Swimming & Diving
SD6

Soccer
SR1

Soccer
SR2B

Soccer
SR2G

Soccer
SR3B



Soccer
SR3G

Soccer
SR4B

Soccer
SR4G

Soccer
SR5

Soccer
SR6

State Options
AL1

State Options
AL2

State Options
AL3



Swimming
SW1B

Swimming
SW1G

Swimming
SW2

Swimming
SW3

Swimming
SW4

Swimming
SW5B

Swimming
SW5G

Swimming
SW6



Swimming
SW7

Track & Field
TF1

Track & Field
TF2

Track & Field
TF3

Track & Field
TF4

Track & Field
TF5B

Track & Field
TF5G

Track & Field
TF6B



Track & Field
TF6G



Track & Field
TF7B



Track & Field
TF7G



Track & Field
TF8



Tennis
TS1



Tennis
TS2B



Tennis
TS2G



Tennis
TS3B



Tennis
TS3G



Tennis
TS4



Tennis
TS5



Tennis
TS6



Universal
GS1



Universal
GS2



Universal
GS3



Universal
GS4



Universal
GS6



Volleyball
VB1



Volleyball
VB2B



Volleyball
VB2G



Volleyball
VB3



Volleyball
VB4



Volleyball
VB5B



Volleyball
VB5G



Volleyball
VB6



Water Polo
WP1B



Water Polo
WP1G



Water Polo
WP2



Water Polo
WP3



Water Polo
WP4



Water Polo
WP5



Water Polo
WP6



Weightlifting
WL1B



Weightlifting
WL1G



Weightlifting
WL2B



Weightlifting
WL2G



Weightlifting
WL3B



Weightlifting
WL3G



Weightlifting
WL4B



Weightlifting
WL4G



Weightlifting
WL5B



Weightlifting
WL5G



Weightlifting
WL6B



Weightlifting
WL6G



Wrestling
WR1B



Wrestling
WR1G



Wrestling
WR2B



Wrestling
WR2G



Wrestling
WR3B



Wrestling
WR3G



Wrestling
WR4B



Wrestling
WR4G



Wrestling
WR5



Wrestling
WR6B



Wrestling
WR6G

LIMITED LIFETIME WARRANTY

Your ring, given reasonable care, will endure for a lifetime of wonderful memories. It was hand-crafted through hours of patient artistry and skill and has been inspected for superior craftsmanship and quality.

WE MAKE THE FOLLOWING LIMITED LIFETIME WARRANTY

Herff Jones fully warrants both your ring and simulated stone(s) to be free from defects in workmanship and/or material. Herff Jones will repair any such defects or replace the ring without charge. If your ring cannot be repaired or replaced under these terms, a refund will be allowed.

To make a claim under this warranty, contact your local HJ office or visit herff.ly/HJWarranty for all necessary details.

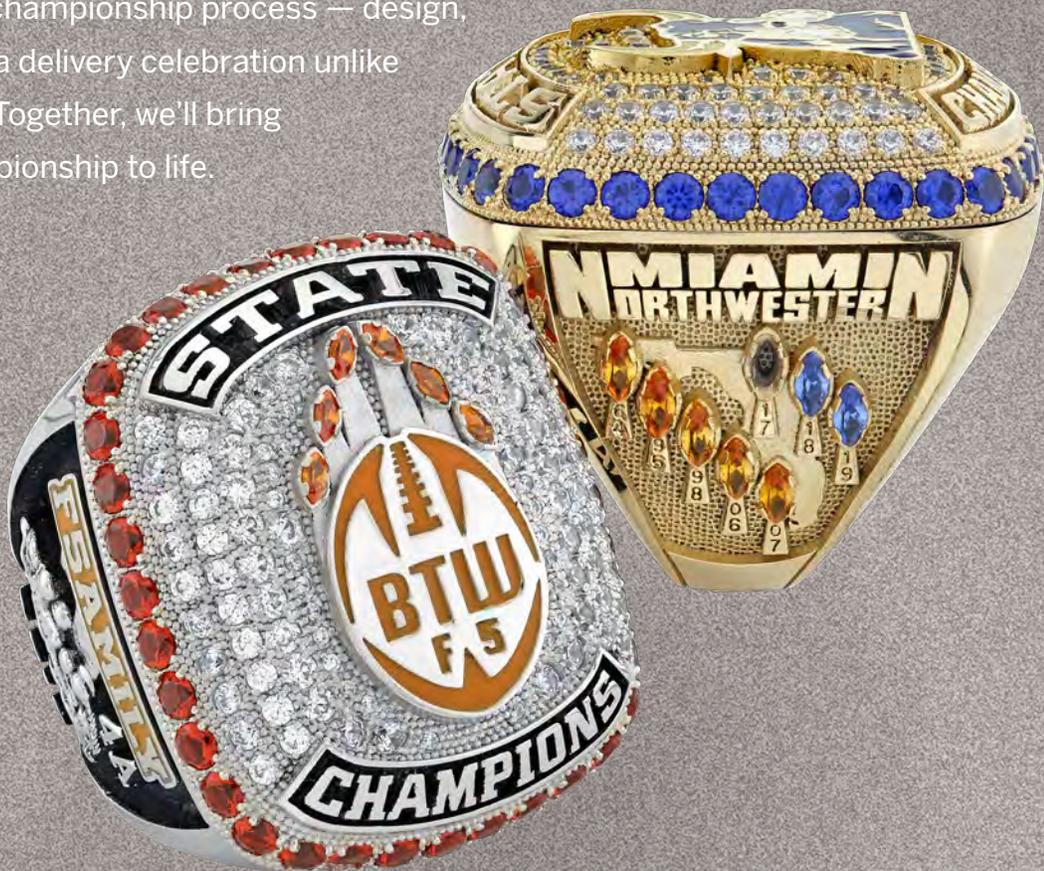
HERFF JONES WARRANTY SERVICES

Herff Jones Champ Warranty Service Center
4101 Live Oak Drive, Suite 400
The Colony, TX 75056
1.800.451.3304



LET'S DO THIS TOGETHER.

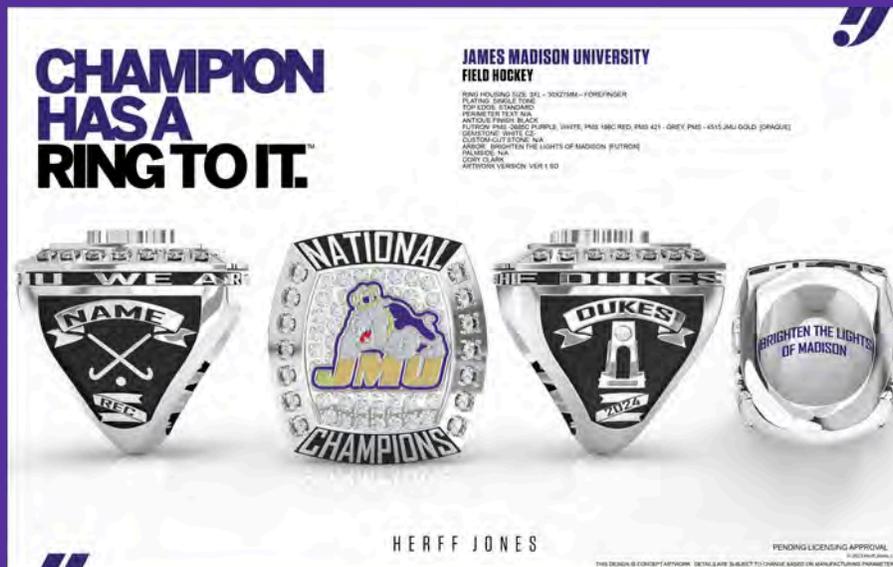
The hard part is over. And the fun part of being a champion is just beginning. Let Herff Jones guide you throughout the entire championship process — design, sizing and a delivery celebration unlike any other. Together, we'll bring your championship to life.



HERFF  JONES

www.champsforever.com
champions@herffjones.com

James Madison University Sketch Samples



CHAMP RINGS

CHAMPION HAS A RING TO IT.

Every championship season has its own unique story to tell. Persevering against the odds. The stars – and the unsung heroes. The ups, downs and, ultimately, fulfillment of a dream. Now, it is time to commemorate your students' success. With the ultimate symbol of achievement – a championship ring.

TOTAL ACCOUNT MANAGEMENT

Our focus on personalized service is unparalleled within the industry. In fact, only Herff Jones will supply your sales representative with a team of skilled designers, dedicated customer service representatives and management – across the board. From beginning concepts to tooling, through the entire manufacturing process and beyond. We don't stop when the ring reaches the athlete. They will always be a champion – and Herff Jones will back them for a lifetime with repairs, resizing and maintenance.

CUTTING EDGE MANUFACTURING

Herff Jones uses only the latest in techniques and design technologies. From CAD to CAM/CNC machinery, RP/3-D printing for speed and precision and best-in-class casting and processes. Coupled with our skilled craftsmen and machinists, our intensive quality assurance program and world class materials, you can be assured that we will deliver nothing less than a championship effort for you.



RING LEVELS FOR YOUR PRICE POINT

We offer rings in three pricing tiers, each with features you can customize to your school and the memorable event. But we don't stop there – Herff Jones can produce rings as unique as your story, and we've already done so on every level. From high school to collegiate, minor league to professional, All-Star to Hall of Fame – even the greatest events in all of sport – Herff Jones delivers.

We pride ourselves on delivering the perfect ring at the right price point for your season. Allow us to assist you in selecting the ideal options to capture and commemorate your championship.



CHAMP RINGS

CHAMPION
HAS A
RING TO IT.

Our focus on personalized service is unparalleled within the industry. From beginning concepts to tooling, through the entire manufacturing process and beyond. We don't stop when the ring reaches the athlete: Herff Jones backs them with a limited lifetime warranty for repairs and resizing for the life of the ring.

“ The ring and the ability to work with Herff Jones, the people, the quality of the product... it gets to be paramount. You go with something that's quality, you go with something that's really first class so that when a person looks at it today, he looks at it thirty years from now, he will always reflect on the fact that somebody cared about him and somebody cared enough to say, "we appreciate what you did." Herff Jones is part of our family. Herff Jones is part of that tradition. ”

Steven J. Hatchell

President & CEO
National Football Foundation
College Football Hall of Fame



ACCESSORIES TO ENHANCE

A championship ring box perfectly displays your champ ring. Available in various hardwoods and etchings with individual player names, school name, logo and more. Ring top pendants commemorate any championship in style - and are available in all of our ring top sizes.



CUSTOMER SERVICE



Herff Jones' excellent service program addresses all of James Madison University needs while eliminating extra work for school secretaries, administrators and faculty.

Herff Jones is able to take all orders, collect all money, distribute all product, and send out all reminders. We are dedicated to making your graduation event as seamless and hassle-free as possible, and will ensure you have everything you need to enjoy a memorable occasion.

Customers have 24-hour access to Herff Jones online ordering, or can order by phone by calling our local customer service center.

Herff Jones will provide friendly and knowledgeable staff, both in-person and over the phone, that will be familiar with current trends and info regarding James Madison University events, orders, and deliveries.

Herff Jones will work with administration to schedule all informational assemblies and order dates. We will also notify students of upcoming order days, delivery days, and important dates as needed.

Enclosed is a Herff Jones service plan and suggested schedule for dates for in school assemblies, parent nights, class meetings, design meetings, order days, delivery days, and more.

HERFF JONES
2020 New Dorset Road
Powhatan, VA 23139
804-598-0971



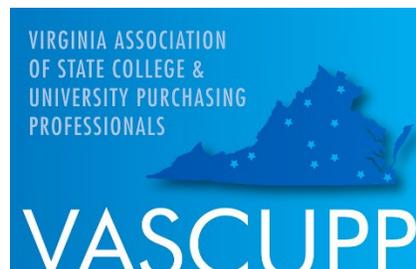


Request for Proposal

RFP# DKM-1214

Athletic Award Rings and Jewelry

June 17, 2024



REQUEST FOR PROPOSAL
RFP# DKM-1214

Issue Date: June 17, 2024
Title: Athletic Award Rings and Jewelry
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on July 17, 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu ; [540-568-3002](tel:540-568-3002); (Fax) 540-568-7935. Due date for submitting inquiries is **July 2nd at 4pm.**

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:
_____	_____
_____	<i>(Signature in Ink)</i>
_____	Name:
_____	_____
	<i>(Please Print)</i>
Date:	Title:
_____	_____
Web Address:	Phone:
_____	_____
Email:	Fax #:
_____	_____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

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

REQUEST FOR PROPOSAL

RFP # DKM-1214

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1-4
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	4-8
VI.	EVALUATION AND AWARD CRITERIA	Page	8
VII.	GENERAL TERMS AND CONDITIONS	Page	8-16
VIII.	SPECIAL TERMS AND CONDITIONS	Page	16-21
IX.	METHOD OF PAYMENT	Page	21
X.	PRICING SCHEDULE	Page	21
XI.	ATTACHMENTS	Page	21
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide athletic award rings and jewelry for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

JMU Athletics sponsors an 18-sport intercollegiate athletics program that competes at the Division I level of the National Collegiate Athletic Association. The Dukes compete in the Sun Belt Conference and are additionally affiliated with the Eastern College Athletic Conference. JMU also competes in the American Athletic Conference (AAC) in lacrosse and will join the Mid-American Conference (MAC) in field hockey beginning in 2024. JMU's football program has been a consistent force over the last two decades, having made the FCS playoffs eight times since 2004, including the 2004 and 2016 National Championship and National runner ups in 2017 and 2019. The football program played in the school's first ever bowl game in 2023. JMU's women's athletics tradition is also among the oldest in the nation, dating back to the institution's founding in 1908. The University was among the first of the nation's institutions to provide well-rounded overall intercollegiate offerings for females.

The JMU Athletics Department's vision is to be the NCAA model for the student-athlete experience, distinguished by our academic achievement, integrity, personal development and nationally-competitive programs, and our sports embody that both on and off the field. JMU's national exposure has only increased due to their instant success upon entering the Sun Belt Conference in 2023, as well as six sports competing in a Sun Belt Championship game within the first two years of being a member of the conference.

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

A. AWARD RING SPECIFICATIONS AND REQUIREMENTS

1. The Contractor shall provide the design, production, sale, service, and delivery of athletic award rings as requested by the individual sports programs within the JMU Athletic Department. The Contractor shall be responsible for obtaining sizes and names for each ring order from the appropriate sport program.

2. The Contractor will have the ability to design and furnish trophies, plaques, watches, and other athletic award items, as requested.
3. All rings shall comply with any and all NCAA, respective Conference, and JMU licensing requirements, guidelines, rules and regulations as it pertains to services and products provided through a resulting contract of this proposal.
4. Collegiate Licensing Company (CLC). It shall be the responsibility of the Contractor to pay the royalty fee directly to the Collegiate Licensing Company. James Madison University shall not be involved in this process. <https://www.clc.com/>
5. James Madison University reserves the right to conduct any test or inspection it may deem necessary during the contract to assure that products and services provided by the ring vendor conform to the contract. Furthermore, the University will be the sole judge of acceptable quality. If any items are found to be unacceptable upon delivery, the Contractor will be notified and shall replace the item(s) within four to six (4-6) weeks of the request.
6. Contractor shall provide on-site sizing services if requested.
7. James Madison University will determine the purchase date of gold to be used to produce the rings. The Contractor shall base the price of rings on the London Second Fix Price of gold at the time of purchase.
8. All dyes and molds used to produce the rings by the Contractor shall become the property of the Commonwealth of Virginia and shall remain in the possession of the Contractor. The Contractor shall, at its sole expense, maintain such dyes and molds in first class condition at all times. Titles to the dyes and molds shall be vested in James Madison University.
9. No portion of work will be subcontracted without prior written consent of the University. In the event that the selected firm(s) desires to subcontract any part of the work specified herein, the selected firm(s) will furnish the University the names, qualifications, and experience of its proposed subcontractors. The selected firm(s) will remain fully liable and responsible for the work to be performed by its subcontractor(s) and will assure compliance with all requirements of the Agreement.

B. REQUIRED CONTRACTOR RESPONSES

1. Describe all championship alternative jewelry/options such as pendants, bracelets, trophies, showcase boxes and charms.
2. Describe the alternate alloy used in Championship Rings productions. Identify associated costs in *Section X. Pricing Schedule*.
3. Provide a list of materials available through your company i.e. metals, precious stones, semi-precious stones, enamel, etc. Identify associated costs in *Section X. Pricing Schedule*.
4. Provide alternative championship options such as pendants, bracelets, trophies, showcases, boxes, charms. Identify associated costs in *Section X. Pricing Schedule*.
5. Provide catalog(s) or product book(s) for items mentioned above.

6. Describe timeframe and ability for providing samples. Identify any potential costs associated with sample items in *Section X. Pricing Schedule*.
7. Describe in detail, your manufacturing techniques and design technologies that set you apart from other manufacturers in the industry.
8. Describe your engraving and personalization capabilities.
9. Describe your production timeline for a standard Championship Ring and Pendant.
10. Describe any licensing that your firm may have with any NCAA Conferences.
11. Describe your inspection and quality assurance process that identifies the methods by which the Respondent shall assure ordering, delivery, and follow up services for the University in a correct and timely manner, including but not limited to:
 - a. Capabilities to deliver as requested and willingness to work with Athletic Departments to assure their delivery requests are met. Provide policy on how you keep customers informed.
 - b. Customer service (detail how product literature, samples, and specifications are obtained). Describe in detail communication plan with JMU Athletics, specifically the method in which the University will stay informed of the status of pending orders.
 - c. List all contact information for customer service.
 - d. Provide product qualification standards, manufacturing certifications, etc. (i.e. ISO 9000, ISO 9001, etc).
 - e. Change order and cancellation policies and any fees associated.
 - f. Method of delivery for all products.
 - g. Describe the length of time that will pass between ordering Championship Rings and the time those rings are delivered.
12. Provide a description of the Championship Ring warranty including:
 - a. Length and condition of guarantee regarding defects in materials and workmanship.
 - b. Length and scope of guarantee regarding stones and stone decorations.
 - c. Conditions and associated charges for ring resizing and ring adjustments.
 - d. Conditions and associated charges for replacement and damaged rings.
 - e. Conditions and associated charges for replacement or lost rings.
 - f. Conditions and associated charges for ordering additional rings.

- g. Responsibility and procedures for resolving disputes regarding the validity and warranty claims.
- h. Conditions and associated charges for restoring ring finish.
- i. Conditions on how repairs are made, who to contact, and how shipping rates are handled.
- j. Differences in the way that warranty claims and charges are handled before a student graduates and after.

13. Provide any additional information that should be considered in the evaluation of the proposal.

C. SAMPLES

1. Contractor shall provide samples of the following items with their response. All samples for the purpose of this RFP shall be provided at no cost to JMU:

- a. Provide one (1) sample of a Men's Football Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc. Provide instructions for how the rings should be returned at the conclusion of the solicitation process.
- b. Provide one (1) sample of a Women's Basketball Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc.
- c. Provide a minimum of three (3) and maximum of five (5) sketches that are preliminary sketches of ring designs that are uniquely applicable to James Madison University Athletics including, but not limited to, such elements outlined in Attachment F of this RFP. Digital pictures of these elements are available by request to the associated buyer.

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.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR CHOSEN METHOD.

- 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. **ELECTRONIC SUBMISSION:**

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. Please see below, “eVA Procurement Website and Registration” for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth’s procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select “Register Now” on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select “I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. PAPER SUBMISSIONS:

- i. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **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.
 - iii. 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.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

3. 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.
4. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. 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.

5. 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 and will be limited to 1 ½ hours. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete. In addition to a complete discussion of the specific requirements, the oral discussion should elaborate on ring design options.

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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
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	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<hr/> 100

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.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical	\$2,600,000 per occurrence

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia* (<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

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

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

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

Name of Purchasing Officer:		

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

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

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

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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



June 25, 2024

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1212
Dated: June 25, 2024
Commodity: *Athletic Award Rings and Jewelry*
RFP Closing On: July 17, 2024

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

For Clarification, Section **C Samples 1.c.** of RFP DKM-1212, mentions Attachment F. This is a mistake. There is not an Attachment F associated with this document. Section **C Samples 1.c.** should read as follows:

“Provide a minimum of three (3) and maximum of five (5) sketches that are preliminary sketches of ring designs that are uniquely applicable to James Madison University Athletics.”

Question: Is there a set budget for this project?

Answer: There is not a set budget at this time.

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

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)

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



June 28, 2024

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1212
Dated: June 28, 2024
Commodity: *Athletic Award Rings and Jewelry*
RFP Closing On: July 17, 2024

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

James Madison University desires that contracts for this RFP will include terms that make it a Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract (PAC) agreement.

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 agreement(s) is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

An example contract addendum that will be presented to awarded suppliers is included below as a reference.

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

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)

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

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT**

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], (“the University”) and [Supplier NAME] (“Supplier”).

TERM

The term of this Publicly Accessible Contract (“PAC”) shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Supplier will:
 - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
 - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
 - C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
 - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

- II. The University will ensure the Consortium:
 - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
 - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.

III. Payment

- A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

- B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

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

Note 'PAC payment' on check.

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, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]
Email: [Supplier Email]

ACCEPTANCE

For [Lead Institution]

For [Supplier]

[Lead Procurement Director]
[Lead Job Title]

[Supplier Contact]
[Supplier Contact Title]

Date

Date

Agreement #:[Contract-Number]-PAC



July 3, 2024

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP #DKM - 1212
Dated: July 3, 2024
Commodity: *Athletic Award Rings and Jewelry*
RFP Closing On: July 17, 2024

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

Question: Please provide a 3 year order history of ring purchases by sport and metal quality.

Answer:

W.Soccer	2023	Lasium - S
M.Soccer	2023	Lasium - 3XL
W.Basketball	2023	Dual Toned 3XL
Volleyball	2023	
Swim	2023	Dual Toned 2XL
Football	2023	Stainless Steel
Lacrosse	2022	MET2
Track	2022	XXXF
Swim	2022	MEG2
Football	2022	Stainless Steel
Lacrosse	2021	MEC4
W.Golf	2021	LPXF
Swim	2021	LPE1
W.Tennis	2021	MEG4
Football	2021	Stainless Steel

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

Sincerely,

Dylan Morris
Buyer Senior
Phone: (540-568-3002)