



Request for Proposal

RFP# SLD-1233

Beverage Pouring Rights

May 2, 2025



REQUEST FOR PROPOSAL
RFP# SLD-1233

Issue Date: May 2, 2025
Title: Beverage Pouring Rights
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 Ten Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on July 9, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

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

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Lead Commodity Contract Officer, Procurement Services, deverssl@jmu.edu; 540-568-3131; (Fax) 540-568-7935 not later than ten (10) business days before the proposal closing date.

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

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

Name and Address of Firm:	By: _____ <i>(Signature)</i>
_____	Name: _____ <i>(Please Print)</i>
_____	Title: _____
Date: _____	Phone: _____
Web Address: _____	Fax #: _____
Email: _____	

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.

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide financial support to James Madison University (JMU), an agency of the Commonwealth of Virginia in exchange for exclusive pouring rights. Initial contract shall be for ten (10) years with an option to renew for either five (5) additional one-year periods or one (1) additional five-year period.

II. BACKGROUND

A. THE UNIVERSITY:

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 4,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. JMU's campus covers 718 acres and is comprised of 187 buildings and several leaseholds. JMU has 33 student housing buildings on campus with a current residence hall capacity of at least 6,481 and an additional 735 "graduate" beds located adjacent to campus.

The University's mission statement, "We are a community committed to preparing students to be educated and enlightened citizens who lead productive and meaningful lives," sets the gold standard for student-based learning that is a hallmark of this institution. JMU's vision of being the leading comprehensive University includes an institution that is fully engaged with the surrounding community and world. The student-centered University values excellence, integrity, and mutual respect. Further information about the University may be found at the following website: <http://www.jmu.edu>.

B. UNIVERSITY INITIATIVES:

1. Sustainability:

James Madison University (JMU) is steadfast in its commitment to environmental stewardship and sustainability, integrating these principles across academics, operations, and community engagement. The Environmental Stewardship Action Plan (ESAP) for 2024–2026 exemplifies this dedication, aligning with JMU's strategic goals to foster an environmentally literate community that actively participates in sustainable practices.

JMU's Facilities Management plays a pivotal role in advancing sustainability on campus. The department has implemented comprehensive recycling programs, energy efficiency initiatives, and sustainable land-use practices. Notably, Facilities Management has adopted green building standards, ensuring that all new construction and major renovations meet Leadership in Energy and Environmental Design (LEED) or equivalent certifications, contributing to a significant increase in green building space on campus.

In partnership with Aramark, JMU Dining Services actively promotes sustainability through various initiatives. The program emphasizes purchasing locally sourced and sustainably produced food, supporting regional farmers and reducing the environmental impact associated with transportation. Dining Services has also implemented

comprehensive recycling and composting programs, aiming to minimize waste and promote responsible consumption.

These concerted efforts have garnered national recognition, with JMU being featured in The Princeton Review's Guide to Green Colleges, highlighting the university's dedication to environmental responsibility.

2. Health and Wellness:

James Madison University is dedicated to fostering a culture of health and well-being within its community. In 2022, JMU joined the U.S. Health Promoting Campus Network, underscoring its commitment to embedding health into all facets of campus life.

Furthering this commitment, JMU became the first university in Virginia to adopt the Okanagan Charter: An International Charter for Health Promoting Universities and Colleges. This adoption signifies JMU's pledge to integrate health into its policies, operations, and academic mandates, and to lead health promotion actions both locally and globally.

The university defines well-being as an optimal and dynamic state that allows individuals to flourish both now and in the future. Through initiatives like the "Well Dukes" program, JMU offers wellness coaching, peer-to-peer programming, and various resources designed to empower students with the knowledge and skills necessary to advocate for their well-being.

These initiatives underscore JMU's belief that health and wellness are foundational to a thriving campus community and essential to its mission of preparing students to lead meaningful, engaged lives.

3. Small Business – SWaM Initiative:

James Madison University has had a committed initiative since 2005 in regard to supporting Virginia Certified Small Businesses (*inclusive of small, micro, service-disabled veteran, women, employment service organizations, and minority firms*). Aspirational goals for the utilization of small, woman-owned, and minority-owned (SWaM) businesses are identified annually by JMU and submitted to the administration of The Commonwealth through an Annual SWaM Plan. The University reports on the progress being made toward the submitted goals on a quarterly basis. The University's 2024-25 goal for spend with firms certified by the Commonwealth of Virginia's Department of Small Business and Supplier Diversity is 42%. Targets of discretionary spend for each business segment is as follows: 6% woman-owned, 3% minority-owned, 26% small business, 3% micro business, 3% Service-Disabled Veteran, and 1% with SBA federal certification. Contractors doing business with the University are expected to provide assistance with the Commonwealth's Small Business initiative (*including outreach, sub-contractor certification assistance, and reporting of sub-contracting expenditures*). See Special Term and Condition: Small Business Subcontracting and Evidence of Compliance for information on reporting expectations.

C. UNIVERSITY EXPANSION:

To meet the increased demand, JMU continues to develop its facilities at a relatively fast

pace. The facilities identified below are current and upcoming construction projects. Further information regarding current and completed construction projects at JMU may be found at the following website:

<https://jmuad.maps.arcgis.com/apps/Shortlist/index.html?appid=9b4ae602538545b4a85c03fc1117c19b>.

1. Carrier Library:

This project entails the complete renovation of the existing 138,224 gsf due to building systems are failing and outdated. A new 56,887 gsf addition and 12,900 gsf with the removal of stacks for a grand total of 195,111 gsf building is needed to improve circulation and create a new entry on Grace Street. The complete project will replace all of the existing building systems and bring the building technology package up to meet today's digital standards. The retail location of Starbucks is also part of this major renovation and will be restored and opened upon completion. This project is on schedule for completion and occupancy Summer 2026.

2. Festival Food Court:

This major renovation project entails the first renovation of the Festival Food Court since its construction and includes the addition of a retail Chick-fil-A, modernization and expansion of the pizza/pasta station, upgrade of the Burgers + Fries and the deli/grab n go venues. Scheduled for completion for the Fall 2025 Semester.

3. Johnston Hall:

This project is a complete life-cycle renovation of a historic structure on the Bluestone area, 19,974 gross square foot, Johnston Hall, and 13,421 gross square foot addition for continued use as an academic building (33,395 gsf). Johnston Hall was constructed in 1929 as a student residence hall, but in the early 1970s it was converted into faculty offices. Johnston Hall currently houses faculty offices on the first and second floors and some limited instructional space on the ground floor for the Department of Graduate Psychology and Anthropology. After renovation and addition, Johnston Hall will continue to house faculty offices for Graduate Psychology programs and the Center for Assessment and Research Studies (CARS). A clinic, labs, multi-use space, and administrative offices will also be located in this building. This building is in dire need of renovation from a functional, building/life safety code and accessibility. This project is scheduled for completion for the Spring Semester of 2027.

4. Potomac Hall:

Potomac Hall project will include the demolition of one (1) existing student housing building and the construction of a new 460 bed student housing facility incorporating new design standards to meet the students' needs to meet spatial, technology and social interaction requirements. This project is scheduled for completion for Fall 2025.

5. Spotswood Hall:

The building is approximately 18,398 GSF with an existing attic/mechanical platform and large, front porch. The existing wood-framed attic/ mechanical platform will remain untouched except for minor mechanical and structural upgrades that are

necessary during construction. The renovation will be a total gut that includes the demolition of the wood construction and the incorporation of a new steel structure and new floors, walls, and building systems. The existing stairs and crawl spaces will be limited to light renovation. The exterior upgrades will be minor but will include a total window and exterior door replacement, the demolition and replacement of an existing fire stair, a new covered porch at the basement entry, two canopies over the fire stairs, and minor repairs and upgrades to the existing walls and soffits. The exterior walls will need to be shored-in-place throughout construction. The existing clay tile and metal roofs are in great condition and will not be replaced at this time. This project is scheduled for completion for Fall 2026.

6. College of Health and Behavioral Studies:

Phase 2: The College of Health and Behavioral Studies' addition is a 5-story, 125,367 gross square foot building and will be located to the southeast of the existing Health and Behavioral Studies building. A transparent, Circulation Bridge will connect the two buildings. Major program spaces in the project include community-oriented, state-of-the-art clinic space, along with administrative support spaces. A new patient drop-off area will be located between the new building and the existing Grace Street parking deck. Patient families and caregivers will be provided dedicated parking in the Grace Street parking deck and Wine Price parking lot. Included in scope are additional classrooms and labs for our nursing and kinesiology programs. The building's public activity will be very visible from Martin Luther King (MLK) Jr. Way, and pedestrian paths and open spaces will flank it. The new College of Health and Behavioral Studies addition embraces JMU's environmental commitment. Environmental stewardship is expressed in the use of energy efficiency standards in its design including: the generous use of natural light, energy-efficient systems, reduced water usage, and an overall compressed footprint to minimize site disturbance. This project is currently in design and is scheduled for completion for Fall 2027 depending on funding.

7. East Campus Power Plant Phases I, II and III:

Demolish the existing, approximately 5,000 SF waste-to-energy plant since the structural upgrades to the building for the new equipment would not be cost-effective. Existing ash handling enclosures and 8,000 square foot tipping building will be demolished to make room for new underground storage tanks and new cooling towers. Construct a new boiler plant building addition and relocate one 80,000 PPH boiler and install another new 80,000 pph boiler and connect to the existing steam distribution systems. The boiler plant addition will be approximately 11,000 square feet with a mezzanine for the deaerator and a building roof 25 feet above the finished floor. The mezzanine roof will be 50 feet above the finished floor. Upgrade the electrical system. The final phase of upgrades for the East Campus Power Plant. The scope of work includes the installation of the infrastructure and modifications to the existing mechanical room equipment to connect all the buildings on the CISAT Campus and provide taps for proposed future buildings to the existing chilled water and steam loops. Existing buildings to include AUBC & Parking Deck, ECDH, Shenandoah Hall, Paul Jennings Hall and Convocation Center, New buildings to include new residence hall and the expansion of CISAT A-1, A-2, A-3A, A-3B, Leeolou, Rose Library, and Festival. This project includes upgrades to existing infrastructure line sizes to meet future growth demand. All three phases are scheduled to be completed by Fall 2027.

D. JAMES MADISON UNIVERSITY ATHLETICS:

1. Intercollegiate Athletics Program:

JMU sponsors a nationally prominent-18-sport intercollegiate athletics program that competes at the Division I level of the National Collegiate Athletic Association. JMU is also affiliated with the Sun Belt Conference, the Mid-American Conference (*field hockey*), and the American Athletic Conference (*women's lacrosse, swimming & diving*) and with the Eastern College Athletic Conference.

JMU Athletics has garnered significant attention on the national stage, including: four national championships, an unprecedented transition to FBS football and the Sun Belt Conference, two FBS bowl appearances, March Madness (*both the men and women since joining the Sun Belt*), multiple other sports advancing to NCAA postseason and three times hosting ESPN's College GameDay. ESPN carries multiple JMU football and basketball games on linear television each year, with the balance of events airing on ESPN+.

JMU has men's athletic programs in baseball, basketball, football, golf, soccer, and tennis. For women, the university offers programs in basketball, cross country, field hockey, golf, lacrosse, soccer, softball, swimming and diving, tennis, track and field (*indoor and outdoor*), and volleyball.

JMU's women athletics tradition is among the oldest in the nation, dating nearly back to the institution's founding in 1908. Strong intercollegiate programs for women have been in place at the university since the early 1920s, and JMU was among the first of the nation's institutions to provide well-rounded overall intercollegiate offerings for females.

Athletic scholarships have been available at JMU since the early 1970s, and many of the university's programs were funded to the full level that NCAA guidelines allow. JMU offers scholarship enhancement to student-athletes via academic awards, cost of attendance, revenue sharing and Name, Image & Likeness activities.

2. Sports Medicine:

JMU Sports Medicine currently uses the following items:

- 10 gallon coolers
- 7 gallon coolers
- 5 gallon coolers
- 3 gallon coolers
- 48 quart ice chest
- 60 quart ice chests
- 110 quart ice chests
- Sideline carts
- Towels

- Water bottles
- Water bottle carriers
- Cups
- Cup trays
- Isotonic beverage- powder mix (*for making beverages for larger coolers*)
- Isotonic bottled beverages
- Electrolyte beverage mix packet (*individual use for hydration replacement*)
- Single cooler carts
- Double cooler carts
- Nutrition bars for recovery (*protein*)
- Nutrition shakes for recovery (*protein*)

Sports Medicine is also interested in using the following types of products:

- Electrolyte chews
- Tablets (*for diabetic athletes*)
- Hydration boosters/ sweat patches for hydration supplementation.

E. ATHLETIC VENUES:

1. Bridgeforth Football Stadium:

Bridgeforth Stadium/Showker Field was built in 1975. In 2004, the facility added a new scoreboard with video features and in 2005 opened the Plecker Athletic Performance Center in the South end zone. Following the 2009 season, construction began on a major expansion to the stadium, including the addition of 10,000 seats, improved sight lines for all seats on the West Side, a club level, hospitality suites and a new media center. Completed prior to the 2011 football season, the stadium now seats approximately 25,000. JMU further enhanced premium seating offerings with three field-level suites in 2024, followed by four end zone suites and a new section of chairback seats on the East Side prior to the 2025 season. Season tickets sold out for the first time in 2023, followed by a second season in 2024. JMU has ranked in the top four of the SBC in football attendance in each season of its membership.

2. Atlantic Union Bank Center

The Atlantic Union Bank Center debuted in November of 2020 and opened to full capacity in 2021. The facility boasts a modern, best-in-class competition venue with 8,500 seats, varied premium seating spaces with a private club and courtside seats, a robust technology package with Daktronics video boards and more. The arena is complemented by internal-use space centered on student-athlete development with locker rooms, meeting rooms, practice court, academic success, sports medicine and strength and conditioning. JMU has ranked among the top three in attendance in both men's and women's basketball in each season.

3. Convocation Center:

JMU debuted the renovated Convocation Center in 2023 as the primary competition home for volleyball, indoor training space for track and field, and home to locker rooms and all aspects of student-athlete sport for men's soccer, women's soccer, field

hockey and lacrosse.

4. Veterans Memorial Park:

JMU baseball and softball reside in Veterans Memorial Park, located adjacent to Memorial Hall at the intersection of Cantrell Avenue and South High Street. Memorial Park opened in March of 2010 and holds separate venues for both sports, with a seating capacity of 1,200 at Eagle Field for baseball and 1500 at the expanded Bank of the James Field for softball. Both venues feature a top-of-the-line playing surface, comfortable spectator seating, spacious press boxes, restrooms, a merchandise area and concessions. A softball renovation in 2023 added upper-level seating and expanded the press box. Memorial Hall houses offices for programs as well as locker rooms, team rooms, weight rooms, a sports medicine area, batting cages and additional indoor practice space.

5. Sentara Park (*University Park*):

Sentara Park (*University Park*) is the athletics portion of University Park, named through a sponsorship agreement with Sentara through 2027, opened in 2012 and serves as home to the JMU men's and women's soccer, lacrosse and track and field programs. The facility's highlight is a stadium that seats 1,500 with a pair of throwing cages for field events, video streaming capabilities, video board, press box and concession stands. In addition, University Park has a natural turf practice area, artificial turf practice area and a pair of gatehouses utilized for various events. The facility was expanded in 2023 to add game day locker rooms, sports medicine and concessions space.

F. UNIVERSITY DINING SERVICES:

JMU Dining provides customer-oriented eateries featuring a variety of menu choices that offers students quality, value, convenience, and excitement. JMU Dining currently operates 23 dining facilities, 3 P.O.D. markets and 2 convenience stores on campus (*See Attachment E, Current Beverage Equipment Inventory by Location*). JMU Dining's commitment to excellence continues to be recognized nationally. This year, JMU Dining received the #8 ranking by The Princeton Review for Best Campus Food. JMU Dining has been nationally ranked for the last 20 years. In addition to 28 locations, the dining food and beverage services handles all catering and concessions venues on campus as well as in the Bridgforth Stadium and Atlantic Union Bank Center Suite and Club areas.

JMU Dining offers several options for meal plans including 3 on-campus options and 7 off campus options. All on-campus students are required to participate in 1 of 3 on campus options. See website for details: www.jmu.edu/dining. In addition to traditional meal plan options, JMU Dining offers two declining balance options, FLEX and Dining Dollars Gold, for students, faculty and staff. FLEX is a declining balance account that is accepted on and off campus, including most on-campus vending locations. Purchases are deducted automatically, and the remaining balance is displayed after each transaction. Dining Dollars GOLD is a declining balance account that operates like a FLEX account, but for use exclusively in JMU on-campus dining operations. Participants receive a five percent discount and no sales tax. Both meal plan options are available for use with the official JMU identification card, referred to as JACard. Approximately 6,250 students are living on campus and participate in the dining program on a mandatory meal plan. Students,

faculty and staff purchased approximately 14,694 traditional meal plans during the Fall 2024 academic year. Additional customers participate in the program through FLEX, Dining Dollars Gold, Cash, and Credit cards.

JMU Dining also offers concessions for attendees at JMU University athletics venues. All concessions locations accept FLEX, Dining Dollars, Dining Dollars Gold and credit cards. The concessions program also supports University and community non-profit organizations by contracting them to staff concession stands in exchange for percentage of sales contributions to the groups.

JMU conducts dozens of large events on campus annually for alumni, parents, community members, and donors. The 50,000+ guests attending these events enjoy JMU's on-campus food and beverage services. Specific large events include Homecoming, Admissions open houses (CHOICES), events and fundraisers held by student organizations, Commencement, and Family Weekend.

Additional dining services are offered all year to support JMU's Conference Services. Through this program, JMU hosts over 9,000 guests attending approximately 75 youth camps and adult conferences annually. Other events frequently hosted at JMU include business fairs, weddings, music performances, and organizational conferences.

JMU Dining is contracted to ARAMARK Corporation, the sole provider of food and dining services on campus. ARAMARK Corporation also operates all vending on campus, including soft drinks, hot beverages, and snacks. The current contract with ARAMARK Corporation will expire on June 30, 2035. The University will solicit for a new dining and vending service contract to begin July 1, 2035.

G. KEY DINING FACILITIES:

A complete list of dining locations, offerings, hours of operation, and accepted methods of payment are available on James Madison University's Dining website at www.jmu.edu/dining.

1. Residential Locations:

JMU Dining offers two all-you-care-to-eat, LEED certified locations. Ehall serving 3500 meals per day with 9 unique concepts and DHall 5200 meals per day with 11 platforms. All meals are dine in only and both facilities are open continuous dining for students, faculty, staff and guests to JMU.

2. Retail Locations:

a. Dukes Dining:

JMU's three story food court offers Panera, Heirloom Pizza, Panda Express, Blue Ridge Bowl (*salad & grain bowls*), The Den and Tacodillo.

b. Festival:

Largest single floor food court on campus offering Madison Press (deli), Burgers & Fries, Ignite (*pizza & pasta*) and a second Chick-Fil-A opening in Fall of 2025.

- c. Market 64:
Popular with faculty and staff as well as students, this food court features a deli, Mediterranean cuisine, Mac & Cheese bowls, Dukes Scoops (*cheesesteaks and ice cream shop*), a full salad bar, Kettle Classics soups and a variety of grab & go.
- d. Steak N Shake:
JMU's late night cravings are met with a burger restaurant that's operated inside of DHall's 1st floor during the day with a late-night walk-up window after hours.
- e. Chick-fil-A:
Fresh hot chicken sandwiches, waffle fries and homemade lemonade make this chicken franchise a popular location on the first floor of DHall.
- f. Freshens:
Located on the first floor of DHall, Freshens offers a variety of smoothies, salads and rice bowls. This is one of two Freshens on campus.
- g. Corner Bistro:
Features made-to-order grilled sandwiches and quesadillas, salads, paninis and a Java City in a recently renovated and upgraded location in Memorial Hall.
- h. Lakeside Cafe:
Signature house made bagels featured within Hartman Hall. A variety of breakfast and lunch sandwiches and salads with a great view of the lake make this a destination for students, faculty & staff.
- i. Bistro 1908:
Homemade pasta and pizza, local beef used for burgers highlight Bistro 1908's unique style in the Student Success Center.
- j. UREC Freshens:
The second Freshens located in the University Recreation Center offers smoothies, salads and rice bowls to fuel students, faculty and staff after a good workout.
- k. TLC:
Hand breaded chicken tenders, house made sauce make Tenders, Love & Chicken a fan favorite at the Atlantic Union Bank Center. This venue is open for students and fans attending JMU Basketball games.
- l. Subway:
Located in the Grace St. Apartments and across from USB, students and staff enjoy grabbing a quick sub during lunch.
- m. Starbucks:
A beacon for coffee lovers everywhere with an inviting atmosphere and expertly roasted and richly brewed coffee. Located in Rose Library and the future Carrier Library. In addition, Starbucks operates a food truck that is parked behind Wilson.
- n. Java City Coffee Bars:
Java City brings rich, smooth flavors of coffee from top grade 100% Arabica beans to 3 locations throughout JMU. Guests perk up their day with a specialty coffee, a

gourmet pastry or specialty frozen creations. All Java City coffee shop locations offer Eco-grounds, meaning the coffee has met specific standards in regard to Fair Trade, Rainforest Alliance and Relationship coffee.

o. Dunkin’:

With America’s favorite coffee, innovative beverage strategies, and mouth-watering snacks, Student Success Center’s Dunkin’ has become the brand everyone knows and loves. Recently renovated in a new location, the Student Success Dunkin provides more seating and dining area and more of a cafe atmosphere than its previous location in the lower drum of the SSC.

p. Convenience Stores:

Mr. Chips convenience store/Starbucks We Proudly Serve, Jemmy’s Corner Market and three Provisions on Demand (P.O.D.) markets provide sandwiches and snacks, fruit, beverages, and spur-of-the-moment needs for busy students.

3. Concessions:

Concessions are provided for multiple events including football, basketball, baseball, soccer and other sporting events as well as concerts and other events.

H. VENDING SERVICES:

JMU Dining Services, contracted to ARAMARK Corporation, operates a variety of vending machines at locations throughout campus. Machines are located at major vending areas, academic and administrative buildings, student resident halls, and recreational facilities. Depending upon the type and location, current vending machines accept coins, paper currency, or JACard. There are approximately 169 vending machines located on JMU’s campus. Vending machines placed on campus are required to have a JACard reader (*See Attachment E, Beverage Vending Machine Inventory by Location*). JMU currently utilizes CBORD + TRANSACT as its card system service provider.

I. CATERING:

The James Madison University Dining catering team provides professional catering for the University and surrounding community. JMU Dining handles approximately 3500 events annually—from coffee breaks to high-end plated dinners—serving 288,675 guests. In the past several years, Special Events Catering has served dignitaries including The Most Rev. Desmond Tutu, former President Barack Obama, and former President Jimmy Carter and former First Lady Rosalynn Carter as well as former President Bill Clinton.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University (JMU) is seeking a firm that is capable of and committed to providing the innovation, creativity, and resources necessary to capitalize on beverage-related opportunities at JMU. The University desires to partner with a firm to maximize revenue, control costs, support University initiatives, and provide exceptional products and service to students, faculty, staff, and visitors. Offeror shall address each of the following:

DEFINITIONS:

1. Beverage: *All carbonated and non-carbonated soda and bottled or canned beverages including waters, teas, drinks, juice, juice drinks, energy drinks, and isotonic sports drinks, electrolyte replacement powder, recovery shakes, and any meal supplement or replacement items. Exceptions include milk, public water, hot coffee, hot tea, hot chocolate, juice blends, fresh squeezed juice*, dairy drinks, hot and iced coffees, cold brew and nitro coffee, all alcoholic and non-alcoholic beer, liquor, and wine. JMU facilities rented or used by outside groups for private events are also excluded.*
** The fresh squeezed lemonade and branded cups currently served at Chick-fil-A are also excluded. Contractor shall co-exist with national brand product options and accommodate future programs. The University and its dining services provider will make every effort to incorporate the Contractor's products into national brand programs.*
2. Campus: *The acres of the James Madison University campus, unless otherwise noted, including but not limited to any and all athletic facilities, business offices, student facilities, residence halls, classrooms, concession stands, snack bars, bookstore, dining halls, and all other buildings or facilities which currently comprise the campus of James Madison University or which may be acquired or constructed during the term of the contract. The campus also includes all facilities that are leased by the University.*
3. Exclusive Beverage and Vending Rights: *The distribution, promotion, selling or sampling of a single manufacturer's line of beverage products throughout James Madison University's campus. This includes exclusive vending presence on the University's campus. Exclusive rights will also include on-campus promotional signage, marketing, product sampling, and the use of University marks. James Madison University will not allow another beverage company to use University marks during the term of the contract for competing products.*

A. FINANCIAL & MARKETING SUPPORT:

1. Provide a detailed plan of financial support to the University in exchange for exclusive beverage pouring rights.
2. Describe in detail the plan for supporting key University initiatives (*See Section II. B. University Initiatives*).
3. Specify planned support for large key campus events, including Homecoming, Family Weekend, First-year Orientation, Choices, Commencement, Student Organization Night, and other student programming initiatives.
4. Provide a detailed listing of the complimentary products for JMU Athletics (*See Section II. D. James Madison University Athletics*).

5. Identify scholarships and any other support for academic achievements.
6. Provide a detailed marketing strategy relative to generating increased volume (*i.e. promotions, contests, giveaway items, samplings, and printed material*). Offeror should propose creative and innovative ways to maximize student engagement. All marketing initiatives shall require prior JMU approval. Contractor shall not use mass marketing formats such as, but not limited to, spam, emails, and junk mail.

B. OPERATIONS:

1. Provide a detailed plan for the expansion of JMU's beverage operation.
2. Describe the firm's business practice in providing exceptional customer service to the University.
3. Describe how the firm will work with JMU for communication, planning, and performance management. Include procedures for daily operational issues such as service and equipment, as well as recommended schedule for operational performance reviews.
4. Specify procedures for monitoring the performance of the beverage operation on an ongoing basis. Include recommended reports to be provided to JMU and frequency for report submission.
5. Provide contact information for the individuals assigned to work with the University. Contact information shall include email, direct phone, and cellular phone (*if applicable*).
6. Identify one account manager to handle the University's account. Include name, contact information, and qualifications.
7. Provide contact information for the Bottler assigned to service the University, including a detailed description of their experience and qualifications. Contact information shall include email, direct phone, and cellular phone (*if applicable*). Contractor shall be responsible for the actions of the bottling company at all times.
8. Provide the name of the individual responsible for the firm's supplier diversity program. This individual shall be responsible for working with JMU to report on the firm's Small, Woman-owned and Minority-owned (SWaM) program as it relates to this contract (*See Section II. B. 3. Small Business – SWaM Initiative*).
9. Provide a list of institutions of higher education similar to JMU with which the firm has signed a term contract for pouring rights and the length of service for each account.
10. Provide any forms the University may be requested to sign.

C. EQUIPMENT:

1. Identify and provide detailed specifications for all equipment being proposed. Contractor shall provide, install, and service new, state-of-the-art cold beverage equipment throughout the term of the contract at no cost or risk to the University or its partners. All equipment shall be ENERGY STAR qualified, if available, and shall conform to the

standards as specified in Special Term and Condition Q “Electrical Equipment Standards”. All equipment shall remain the property of the Contractor throughout the term of the contract. The University will make the equipment available to return in good condition, reasonable wear and tear excepted, upon the expiration or termination of this contract. The University agrees to take reasonable caution to protect the Contractor’s equipment; however, the University assumes no liability for damage to the equipment from fire, theft, vandalism, or other causes beyond its control.

2. Provide a detailed plan and timeline to install proposed equipment on JMU’s campus. Initial installations shall include the locations specified in Attachment E (*E-1 Vending Machine by Location*), Attachment E (*E-2 Equipment by Location*), and any other negotiated locations. All new equipment placements shall be subject to approval by JMU prior to installation.
3. Provide a detailed plan to service, maintain, and upgrade the proposed equipment. Contractor shall service and/or upgrade equipment as necessary for the term of the contract to maintain state-of-the-art levels, and ensure that equipment (*whether it be a card reader, tap, or mobile credential*) be compatible with the JMU JACard at no cost or risk to JMU.
4. Provide drawings or photographic samples of equipment with University branding (*e.g. coolers, vending machines*).
5. Describe the ability to provide on-site equipment support at major events, such as athletic events, as requested by JMU.
6. Describe the ability to provide on-site cooling units (*refrigerator or cooler type machines*) within athletic and sports medicine facilities for product distribution.
7. Describe the ability to install and maintain CBORD + TRANSACT card readers on all vending equipment (*See Section II. H. Vending Services, and Attachment E. E-1 Vending Machine by Location*). Contractor may work directly with CBORD + TRANSACT to provide installation and maintenance of card readers. Should the Contractor wish to work through the University to obtain CBORD + TRANSACT card readers, the Contractor shall reimburse the University for all equipment and installation costs. The Contractor shall be responsible for any annual maintenance expenses for CBORD + TRANSACT card readers.

D. PRODUCTS:

1. Identify all product lines being proposed and all associated costs. JMU reserves the right to purchase product from alternate sources when contract pricing is higher or specific product is unavailable from Contractor. Details should be included in the following format:
 - a. Product category (*i.e. carbonated soft drink, juice/juice drinks, isotonic sports drinks, electrolyte, replacements powder, recovery shakes, any meal supplement or replacement items*)
 - b. Product flavors

- c. Product size/form (*i.e. 2.5/5 gallon: Pre/Post mix, mix ratios, 20 oz bottles*)
 - d. Product manufacturer/distributor
 - e. All other products (*i.e. cups, coolers, water bottles and carriers, sideline carts, towels*)
2. Provide a detailed plan for scheduled and special deliveries of product to JMU. Include management and handling instructions to reduce risk of breakage and spoilage.
 3. Provide a detailed plan for ensuring equipment is stocked with product at all vending locations and convenience stores. Include frequency and proposed schedule.
 4. Describe the procedure for ordering products on a routine and emergency basis.
- E. ATHLETICS BRANDING AND PARTNER OPPORTUNITIES (SPONSORSHIP):

In addition to exclusive beverage pouring rights, the University and Provider may offer the following branding and partnership opportunities as negotiated. The platforms and elements below are a general overview of opportunities available to the Offeror. The specific platforms and elements of the partnership will be mutually agreed upon by the University, Offeror and the official designated multimedia rights holder for James Madison University Athletics ("*University*").

All promotional products bearing a Trademark of the University must be manufactured by a vendor licensed through the University's licensing agent, unless otherwise approved in writing by the James Madison University Foundation's Licensing office.

1. Athletic facilities sub-naming opportunities:
 - a. Bridgeforth Stadium - Sub-naming (*Box Office/Club Level/Suite Level*)
 - b. Atlantic Union Bank Center — Sub-Naming
 - c. Sentara Park (*Olympic Sports*) – Sub-Naming
 - d. Veteran's Memorial Park (*Baseball and Softball*) – Sub-Naming
2. Premium branding opportunities:
 - a. Field logo placement (*Football*)
 1. 25-yardline logo placement (*2 logos*)
 2. Field apron logo placement (*2 logos*)
 - b. Court logo placement (*Basketball*)
 - c. Practice jersey logo placement (*Football and Basketball*)
3. In-Venue Signage:
 - a. Permanent/Static Signage (*multiple venues and sports*)

- b. Digital Signage (*Football, Volleyball, Soccer (M&W), Basketball (M&W) and Lacrosse*)
- (1) Football
 - Ribbon board digital display
 - In-game feature (*multiple opportunities*)
 - Video board logo rotational
 - Club Level televisions
 - (2) Volleyball
 - Scorer's table digital display
 - Videoboard announcement with logo/graphic display
 - (3) Soccer (*Men's & Women's*) & Lacrosse
 - Videoboard announcement with logo/graphic display
 - Roadside digital marquee logo rotational
 - (4) Basketball (*Men's & Women's*)
 - In-game feature (*multiple opportunities*)
 - Center-hung ring logo rotation
 - Ribbon board digital display
 - Upper corner boards logo rotational
 - Scorer's table courtside digital display
 - Media table courtside digital display
 - Team tunnel digital display
 - Videoboard announcement with logo/graphic display
 - Arena televisions (*Concourse, Club, Suite and Ticket Office*)
 - Roadside digital marquees logo rotational
4. On-Site Activation (*Football, Soccer (M&W), Basketball (M&W), Baseball, Lacrosse, and Softball*):
- a. Product
 - (1) sampling opportunities
 - b. Marketing display opportunities to distribute
 - (1) Promotional giveaways
5. Season Game/Event Sponsorships: (*Football, Basketball (M&W), Baseball, Lacrosse and Softball*)
- a. Season presenting sponsor
 - b. Game sponsorship
 - c. Event sponsorship
 - Logo will be included on all pre-event advertising/marketing materials (*where applicable*)
 - Logo inclusion featured on digital displays (*where applicable*)

- Minimum of two (2) in-game announcements
 - Marketing display to distribute information/promotional items
 - Opportunity to offer promotional giveaway items (*Sponsor is responsible for the cost of the items*).
 - Two (2) live reads during the radio broadcast of the game
 - Opportunity for in-game recognition with Sponsor representatives
 - Game tickets and parking will be offered (*where applicable*)
6. Tickets and Hospitality (*Football and Basketball*)
 - a. Season tickets with parking
 - b. Single game tickets with parking
 - c. Pre-game hospitality events
 - Tailgate (*Football*)
 - Pre-game event (*Basketball*)
 7. In-Game Promotions/Campaigns
 - a. Season-long promotions (*Football, Baseball and Softball*)
 - b. Half-season promotions (*Basketball*)
 - c. Community campaigns (*Football, Volleyball, Soccer, Basketball, Baseball, Lacrosse and Softball*)
 8. Print Advertising:
 - a. Game program advertisement (*Football and Basketball*)
 - Quarter-page, Half-page and Full-page
 - b. Team Posters (*All Sports*)
 9. Radio Broadcasts (*Football, Basketball (M&W), Baseball and Softball*):
 - a. Features/Segments
 - b. Commercials (*:30 seconds*)
 - c. Live mentions
 10. ESPN+ video streaming broadcasts (*Volleyball, Field Hockey, Soccer (M&W), Basketball (M&W), Baseball, Lacrosse and Softball*):
 - a. In-game features
 - b. Commercials (*:30 seconds*)
 - c. Live billboards

11. JMUsports.com (*official website of JMU Athletics*)
 - a. Logo placements (*page entitlements*)
 - b. Page takeover campaigns
 - c. Digital campaigns
 - d. Site Features
12. Athletic Insider Emails (*Fans & Students*)
 - a. Digital banner advertisement on emails
13. Social media (*Facebook, Instagram and X*)
 - a. Content campaigns (*static and video*)
 - b. Engagement campaigns (*enter to win*)
 - c. In-game graphics
14. Official designation and athletics logo use
 - a. Official partner of JMU Athletics
 - b. Ability to use marks and logos of JMU Athletics (*per approval*)
15. Other marketing opportunities as mutually agreed

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 OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

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. **Emailed responses will not 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. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. PAPER SUBMISSIONS:

- i. **One (1) original and seven (7) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.f. 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 V.4.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. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
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. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

1. Quality and variety of products/services offered and suitability for the intended purposes
2. Qualifications and experience of Offeror in providing the goods/services
3. Specific plans or methodology to be used to perform the services
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses
5. Amount of financial support proposed for exclusive beverage pouring rights
6. Cost of Products

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

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

VII. GENERAL TERMS AND CONDITIONS

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

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

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

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. 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 via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for either five (5) additional one-year periods or one (1) additional five-year period under the terms and conditions of the original contract. The renewal term shall be determined prior to contract award. Written notice of the University's intention to renew will be given approximately 90 days prior to the expiration date.
- G. PRICE INCREASES: Contractor shall submit all requests for price increases in writing to JMU at least ninety (90) days prior to the contract anniversary date. Annual price increases shall not exceed the percentage increase 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.
- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- J. 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.

- K. 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 SBSB 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 or swamreporting@jmu.edu .**

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 or swamreporting@jmu.edu .** 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 or swamreporting@jmu.edu .**
- L. 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.
- M. 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.

- N. 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.
- O. 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.
- P. 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.
- 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). A current list of Nationally Recognized Testing Laboratories can be found at: [OSHA's Nationally Recognized Testing Laboratory \(NRTL\) Program - Current List of NRTLs | Occupational Safety and Health Administration](#).
- R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- U. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- V. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- W. CONTINUITY OF SERVICES:
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of

the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

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

- A. State the amount of financial support being offered annually to James Madison University in exchange for exclusive beverage pouring rights in all University dining facilities, athletic facilities, convenience stores, and exclusive presence in all vending locations.
- B. The offeror shall provide pricing for all products and services included in proposal. Provide a comprehensive, itemized listing for all fountain and bottled beverages. (*Nationally negotiated pricing is available to ARAMARK Corporation, JMU's current food service provider. All proposed pricing should be below this pricing structure.*)
- C. 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: SWaM Standard Reporting Template – Provided in a Separate Excel Spreadsheet
SAMPLE for awarded contractor if a SWaM Plan is submitted.

Attachment E: Usage and Equipment Data – Provided in a Separate Excel Spreadsheet

Tabs:

- Vending Machine by Location (*E-1*)
- Equipment by Location (*E-2*)
- Vending Case Usage by Brand by Package (*E-3*)
- Vending Usage by Brand Only (*E-4*)
- Vending Case Usage (*E-5*)
- Dining Case Usage by Brand (*E-6*)
- Dining FTN Usage by Brand (*E-7*)

- Dining BIB Usage by Location (*E-8*)
- Dining Case Usage by Location (*E-9*)
- JMU Athletic Department Orders – Case Usage by Brand by Package (*E-10*)

Attachment F: JMU Properties 2025 – Provided as a Separate .pdf Document

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, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

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 E (1)
BEVERAGE VENDING MACHINE INVENTORY BY LOCATION**

Location	# Machines	Location	# Machines	Location	# Machines
A1 King Hall (CISAT)	1	Harper Allen	1	WMRA	1
A2 Engeo (HHS)	6	Hartman	1	Wampler	2
Anthony Seeger	1	Hillside	2	Union (Warren)	3
Bell	2	Holland Yates	1	Wayland	2
Bio Science	2	Hoffman	2	Weaver	2
The Breeze	1	Huffman	2	White	2
Buruss	2	Potomac	Rebuild	Wilson	4
Carrier	Rebuild	Lakeview	1	Wine Price	1
Chandler	3	Logan	2	Alpha Sigma Tau (Spruce)	1
Chappalear	2	McGraw Long	2	Sigma Kappa (Maple)	1
Chesapeake	3	Memorial Hall	3	Phi Sigma Sigma (ASA)	1
Cleveland	1	Mem Butterfly	2	Kappa Alpha Theta	1
Converse	2	Miller	3	Gamma Phi Beta (Alpha Phi)	1
Convo Ctr	1	HBS (Montpelier)	3	Tri Sigma	1
AUBC (Convo)	1	Music	1	Zeta Tau	1
Darcus Johnson	1	Paul Jennings Dorm	3	Alpha Sigma Alpha	1
Dingledine	2	Performance Arts	4	Tri Delta (Poplar)	1
Duke Hall	2	Plecker Athletic Ctr	1	Alpha Delta Pi (Cedar)	1
Eagle	3	Recycling	1	Alpha Phi	1
FAC Mgmt	3	Roop	1	Phi Mu	1
Festival Conf	2	Rose Library	1	Cedar	1
Massnutten Hall	1	Sheldon	1	Willow	1
Foundation Hall	1	Shenandoah	3	Oak	1
Frederikson	2	Shorts	2	Magnolia	1
Gabbin	2	Showker	4	Dogwood	1
Garber	2	Sonner	1	Grace Street	2
Gifford	2	Spotswood	1	SSC	4
Godwin	3	Steam Plant	1	Ice House	1
Library Express (Godwin Parking)	1	Studio Arts	2	Forbes Center	1
Grafton Stovall	2	Champion Parking (University Fields)	1		
Hanson	2	U-Park Sentara	1		
Harrison	3	U-Rec	4		
				TOTAL VENDORS	162

Rebuilding Pending 2025/2026		1st Semister Installs
Carrier	4	
Potomac	3	

ATTACHMENT E (2)
CURRENT BEVERAGE EQUIPMENT INVENTORY BY LOCATION

Location	Coolers	Fountain Units (FTN)
AUBC Club Level	(1) ESM28	(2) 10 Flavor bar guns
AUBC Concession	(6) G6; (2) ESM28; (2) OC6	(8) 23 X 23 Drop In units
Nutrition	ESM42	
Madizone	GDM10	
Meeting RM 107	GDM10	
Video Production Rm	GDM10	
Girls Basketball Locker Rm	ESM28	
Memorial Weight Rm	ESM28	
Stadium Weight Rm	ESM28	
Press Box Office1,2,3,&4	(4) Counter Top	
Baseball/Softball Concession		
Officials Locker Rms	ESM28; OC6	
Press Box	ESM28	
Baseball Press Box	GDM10	
Softball Press Box	ESM10	
Softball	GDM26	
Baseball	(2) GDM 26	
Bridgeforth Stadium Concession	ESM12	(22) Free Standing 23x23 units
Football	(6) GDM26; ESM49	
Officials Locker Rms	(2) GDM10	
Club	N/A	(4) 10 Flavor Bar guns
Concession Trailer	N/A	(3) 6 Flavor 23x23 units
Fball Coaches Offices	ESM12	
Sports Medicine	ESM42	
Press Box (3)	(3) OC6	
Bforth Stadium SPEV	ESM49; (2) ESM28	
Chick-Fil-A	N/A	(3) 23x23 Drop in units
College of Business Café		(1) 10 Flavor unit
COB		(1) 6 Flavor Juice
Convocation Concession	GDM26	
Rm 154 Officials	GDM10	
Rm 153 Visitors	GDM10	
Duke Club	OC6; ESM 28	
Plecker	ESM12	
Coaches Rm	(2) GDM12	
East Campus Dining Hall		(4) 10 Flavor Ice Combo units
ECDH		(4) 6 Flavor Juice units
Dhall	N/A	(3) 6 Flavor Electric Juice
Dhall	N/A	(4) 10 Flavor Ice Combos
The Den/Duke Dining		
Panda		(1) 10 Flavor combo unit
Pizza		(1) 10 Flavor combo unit

Taco dillo		(1) 10 Flavor combo unit
Den		(1) 10 Flavor combo unit
Panera		(1) 10 Flavor combo unit
Dunkin Donuts	G10	
Freshens Dhall		(1) 10 Flavor unit
Festival Catering SPEV	OC6	
Festival Dining	(2) GDM49; OC6	(2) 10 Flavor combo units
Food Court	ESM18; ESM49	
Forbes POD	(2) GDM 26	
Godwin Hall Rm 119	GDM12	
HHS POD	GDM 45; GDM 26	
Java City/Corner Bistro	G45	(1) IDW 8 Flavor unit
Jemmy's Corner Market	ESM12	
JMU Admissions	N/A	
Let's Go	Doesn't exist anymore	
Market 64	N/A	(3) 10 Flavor units
Memorial Hall	G45	(1) 6 Flavor unit
Mr Chips	N/A (They have their own coolers)	
Paul Jennings POD	ESM12; G6	
Sentara Park	GDM26	(1) IDC216 8 Flavor unit
SSC Bistro	N/A	(2) 10 Flavor Ice Combo units
Steak N Shake	N/A	(3) 23x23 Drop in 8 Flavor units
Subway	N/A	(1) 10 Flavor combo unit
TLC (Tender Love & Chicken)	N/A	(1) 10 Flavor combo unit
Urec Freshens	N/A	(1) 10 Flavor combo unit
Athletics		
Plecker	GDM15	
Visitors Locker Rm	ESM28	
Office @ Plecker	ESM10	

ATTACHMENT E (3)
VENDING CASE USAGE BY BRAND BY PKG

	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
CELSIUS	10,042	6,467	0	0
1/12 NCB/ENGY 007Y	10,042	6,467	0	0
CLUB PKS 055Y	0	0	0	0
GATORADE	3,665	3,782	2,726	1,183
1/24 200Z NCB 021Y	2,361	2,410	2,247	1,170
1/12 12OZ PET 012Y	738	778	0	0
1/12 200Z NCB 019Y	566	594	458	0
4/6 200Z NCB 040Y	0	0	1	0
STARBUCKS	3,503	5,134	4,241	2,019
1/12 14OZ NCB 036Y	2,295	3,161	2,543	1,513
1/12 NCB/ENGY 007Y	1,208	1,971	1,698	506
4PK-8PK CAN SB 053Y	0	2	0	0
1/12 12OZ NCB 009Y	0	0	0	0
AQUAFINA	2,210	2,218	3,055	1,424
1/24 200Z NCB 021Y	2,008	2,086	2,330	1,385
1/24 16OZ NCB 023Y	172	104	695	0
8/3 12OZ PET 028Y	30	26	29	39
24/1 16.9 NCB 017Y	0	2	0	0
1/15 1L NCB 231Y	0	0	1	0
PEPSI	1,575	1,694	1,739	1,134
1/24 200Z CSD 020Y	1,495	1,518	1,551	909
12/2 FM CAN 051Y	50	95	61	73
1/12 16ZCSD CN 041Y	30	81	127	152
DOLE	1,563	1,356	786	951
1/12 16OZ NCB 015Y	1,156	1,327	786	951
1/24 200Z CSD 020Y	407	29	0	0

1/24 100Z JC 037Y	0	0	0	0
PROPEL	1,206	768	727	262
1/12 200Z NCB 019Y	1,206	768	727	44
1/24 200Z NCB 021Y	0	0	0	218
DEW	570	512	590	312
1/24 200Z CSD 020Y	560	498	506	303
12/2 FM CAN 051Y	10	14	12	9
1/12 16Z CSD CN 041Y	0	0	0	-1
LIPTON	452	448	711	447
1/12 18.5 NCB 022Y	420	403	540	341
1/24 200Z CSD 020Y	28	28	165	96
12/2 FM CAN 051Y	4	17	6	10
MUSCLE MILK	415	293	248	95
1/12 140Z NCB 036Y	415	293	248	95
VITHIT	385	605	764	254
1/12 18.5 NCB 022Y	385	605	764	254
LIFE WATER	313	358	183	42
1/24 200Z NCB 021Y	313	358	183	42
1/12 250Z NCB 027Y	0	0		
OCEAN SPRAY	239	410	248	233
1/12 160Z NCB 015Y	239	410	248	233
CHEERWINE	232	236	274	155
1/24 200Z CSD 020Y	225	225	268	148
12/2 FM CAN 051Y	7	11	6	7
ROCKSTAR	194	350	271	96
1/12 NCB/ENGY 007Y	194	350	271	73
1/24 160Z ENGY 046Y	0	0	0	23

DR WHAM	192	255	213	140
1/24 200Z CSD 020Y	172	212	197	114
12/2 FM CAN 051Y	20	43	16	26
STARRY	136	230	0	0
1/24 200Z CSD 020Y	123	229	0	0
12/2 FM CAN 051Y	13	1	0	0
SCHWEPES	130	202	262	188
1/24 200Z CSD 020Y	110	185	252	179
12/2 FM CAN 051Y	20	17	10	9
CRUSH	117	201	276	176
1/24 200Z CSD 020Y	112	193	275	172
12/2 FM CAN 051Y	5	8	1	4
MUG ROOT BEER	33	70	95	25
1/24 200Z CSD 020Y	34	61	92	19
12/2 FM CAN 051Y	-1	9	3	6
SUNDROP	4	2	4	0
1/24 200Z CSD 020Y	4	2	4	0
SIERRA MIST	0	76	69	21
1/24 200Z CSD 020Y	0	71	68	20
12/2 FM CAN 051Y	0	5	1	1
V8	0	-1	20	0
1/12 12OZ NCB 009Y	0	-1	20	0
BUBLY	0	28	57	24
1/12 16ZCSD CN 041Y	0	28	57	24
COUNTRY TIME	0	48	77	89
1/24 200Z CSD 020Y	0	48	77	89

BANG	0	855	4,221	1,187
4/6 16OZ ENGY 056Y	0	0	0	0
1/12 NCB/ENGY 007Y	0	855	4,221	1,187
RAIN	0	102	0	0
1/24 16OZ NCB 023Y	0	102	0	0
SOBE	0	0	435	-1
1/12 20OZ NCB 019Y	0	0	435	-1
SUNFRESH	0	0	1	0
1/24 20OZ CSD 020Y	0	0	1	0
Totals	27,176	26,699	22,293	10,456

ATTACHMENT E (4)
VENDING USAGE BY BRAND

	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
CELSIUS	10,042	6,467	0	0
STARBUCKS	3,503	5,134	4,241	2,019
BANG	0	855	4,221	1,187
AQUAFINA	2,210	2,218	3,055	1,424
GATORADE	3,665	3,782	2,726	1,183
PEPSI	1,575	1,694	1,739	1,134
DOLE	1,563	1,356	786	951
VITHIT	385	605	764	254
PROPEL	1,206	768	727	262
LIPTON	452	448	711	447
DEW	570	512	590	312
SOBE	0	0	435	-1
CRUSH	117	201	276	176
CHEERWINE	232	236	274	155
ROCKSTAR	194	350	271	96
SCHWEPES	130	202	262	188
OCEAN SPRAY	239	410	248	233
MUSCLE MILK	415	293	248	95
DR WHAM	192	255	213	140
LIFE WATER	313	358	183	42
MUG ROOT BEER	33	70	95	25
COUNTRY TIME	0	48	77	89
SIERRA MIST	0	76	69	21
STARRY	136	230	0	0
BUBLY	0	28	57	24
V8	0	-1	20	0
SUNDROP	4	2	4	0
SUNFRESH	0	0	1	0
RAIN	0	102	0	0
Totals	27,176	26,699	22,293	10,456

ATTACHMENT E (5)
VENDING CASE USAGE

PACKAGE	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
1/24 16OZ NCB 046Y Alumitex & Rain Can water	172	206	695	23
1/12 14OZ NCB 036Y MM, SB 13.7oz, SB 14oz	2,710	3,454	2,791	1,608
1/12 NCB/ENGY 007Y 15oz SB, Celsius 12oz/16oz & RS 16oz, Bang 16oz	11,444	9,643	6,262	1,767
1/24 20OZ NCB 021Y Life Water, Gatorade , Aquafina	4,682	4,854	4,760	2,815
1/24 20OZ CSD 020Y CSDs, Dole, Lipton, Brisk	3,270	3,299	3,456	2,049
1/12 18.5 NCB 022Y Pure Leaf teas & Vithit	805	1,008	1,304	595
1/12 16OZ NCB 015Y Dole & Ocean Spray 15.2oz juices	1,395	1,737	1,054	1,197
1/12 20OZ NCB 019Y Glyte & Propel	1,772	1,362	1,620	43
1/12 12OZ PET 012Y Fast Twitch	738	778	0	0
12/2 FM CAN 051Y 12oz Can CSDs	128	220	116	145
8/3 12OZ PET 028Y Aquafina	30	26	29	39
1/12 16ZCSD CN 041Y Pepsi Nitro 13.6oz, Bibly 16oz	30	109	184	175
1/12 12OZ NCB 009Y SB 9.5OZ & V8	0	-1	20	0
4/6 20OZ NCB 040Y Gatorade 20oz 4pk	0	0	1	0
1/15 1L NCB 231Y Aquafina	0	0	1	0
4/6 LNK 010Y Stewarts	0	0	0	0
24/1 16.9 NCB 017Y Aquafina	0	2	0	0
4PK-8PK CAN SB 053Y SB DS 11OZ CANS	0	2	0	0
1/15 28OZ 048Y Gatorade	0	0	0	0
4PK/6 16OZ ENGY 056Y BANG	0	0	0	0
Totals	27,176	26,699	22,293	10,456

ATTACHMENT E (6)
DINING CASE USAGE BY BRAND

B&C	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
CELSIUS	4,471	3,095	0	0
AQUAFINA	3,507	2,839	3,457	5,126
GATORADE	2,143	2,155	2,105	1,743
LIPTON	1,598	1,545	1,940	1,696
DOLE	1,014	942	510	1,194
STARBUCKS	1,488	1,868	1,103	1,079
BANG	0	269	1,732	1,015
VITHIT	434	312	534	562
LIFE WATER	396	511	334	544
PEPSI	1,416	1,309	1,165	524
OCEAN SPRAY	428	394	214	286
PROPEL	714	569	178	227
BERKELEY	75	156	212	187
BUBLY	231	183	270	178
SIERRA MIST	0	161	282	116
STARRY	333	139	0	0
SCHWEPES	266	302	244	115
CRUSH	113	134	87	95
DR WHAM	234	186	202	88
DEW	322	221	300	84
CHEERWINE	168	158	172	80
YOOHOO	78	86	85	75
COUNTRY TIME	0	7	78	68
MUG ROOT BEER	218	222	126	68
ROCKSTAR	360	462	240	66
MUSCLE MILK	959	1,631	292	27
SUNDROP	1	0	24	13
SOBE	0	0	39	10
SUNFRESH	0	0	111	0
STEWARTS	0	0	4	0
V8	0	5	41	30
RAIN	5	312	0	0
Totals	20,972	20,173	16,081	15,296

**ATTACHMENT E (7)
DINING BIB USAGE BY BRAND**

	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
PEPSI	1,433	1,343	1,207	620
GATORADE	1,337	1,103	998	562
TROPICANA	1,135	1,283	1,389	939
DOLE	985	952	862	533
DR PEPPER	963	893	761	434
SOBE	590	459	315	222
STARRY	421	169	0	0
CHEERWINE	419	299	342	180
DEW	245	312	293	191
MUG ROOT BEER	204	243	231	143
LIPTON	146	108	144	108
SCHWEPES	120	109	53	37
CRUSH	103	180	149	86
JUICE TIME	3	14	11	0
SIERRA MIST	0	284	445	256
Totals	8,104	7,751	7,200	4,311

BIB USAGE GALLONS

	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
5 GAL BIB 0037	4,480	3,292	2,434	1,343
3 GAL BIB 002y	3,624	4,459	4,766	2,967
Total	8,104	7,751	7,200	4,310
Total Gallons	33,272	29,837	26,468	15,616

ATTACHMENT E (8)
DINING BIB USAGE BY LOCATION

Fountain BIB	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
ARA JMU PC-THE DEN NAT	874	933	945	827
ARA JMU FESTIVAL PEP NAT	495	522	633	464
ARA JMU E C D H PEP NAT	950	864	651	461
ARA JMU GIBBONS DHALL-NAT	1,494	1,431	1,123	443
JMU GIBBONS DHALL LOCAL	875	895	834	441
JMU E C D H LOCAL#2364923	616	598	444	300
ARA JMU MARKET 64 NAT'L	236	273	350	262
ARA JMU CHICK-FIL-A D NAT	452	307	346	237
JMU PC THE DEN LOCAL	263	273	243	190
JMU FESTIVAL LOCAL #3937	175	138	141	108
ARA JMU STEAK N SHAKE NAT	93	87	99	104
JMU CHICK FIL A DHAL LOCA	153	98	99	69
ARA JMU FOOTBL CONC NAT	230	199	204	59
ARA JMU MARKET 64 LOCAL	71	86	88	56
ARA JMU SUBWAY NATL	101	101	86	52
ARA JMU SSC BISTRO 19 NAT	219	201	215	45
ARA JMU FRESHENS-DHAL-NAT	105	75	54	42
JMU STEAK N SHAKE LOCAL	31	31	35	36
JMU SUBWAY LOCAL #119519	47	36	31	18
JMU ATL-UNION CONC NAT'L	26	44	56	13
JMU CONCESSIONS LOCAL	57	44	35	12
JMU FESTIVAL SPEV #3545	4	9	27	11
ARA JMU MEMORIAL HALL NAT	14	12	25	10
JMU SSC BISTRO 1908 LOCAL	67	73	53	8
COB LAKEVIEW CAFE NAT	110	132	102	8
JMU FRESHENS-DHALL LOCAL	23	29	19	7
COB LAKEVIEW CAFE LOCAL	79	69	58	7
JMU AUNTIE ANNE'S NATL	0	0	0	5
ARA JMU QDOBA NAT'L	0	0	5	5
JMU ATLANTIC UBC LOCAL	7	16	9	3
JMU ATL-UNION CLUB NAT'L	2	3	6	3
JMU QDOBA LOCAL	0	0	1	2
JMU MEMORIAL HALL LOCAL	1	3	3	1
JMU AUNTIE ANNE'S LOCAL	0	0	0	1
JMU ATL UNION CLUB LOC	4	3	4	0
ARA JMU SENTARA PARK NAT	7	7	0	0
JMU SENTARA PARK FLD LOC	1	1	0	0
JMU TLC NAT	37	44	53	0
JMU TLC LOCAL	11	13	16	0
JMU JEMMY'S CORNER #20172	0	0	42	0
JMU FOOTBALL SPEV LOCAL	12	8	15	0

ARA JMU CONVOCATION NATL	0	0	0	0
JMU A.U.B.C. SPEV LOCAL	1	3	0	0
ARA JMU FB SPEV NATL	12	6	15	0
ARA JMU UREC FRESHENS NAT	100	48	32	0
ARA JMU JAVA CITY NAT	22	15	0	0
JMU JAVA CITY LOCAL	5	6	0	0
ARA JMU UREC #3525 LOCAL	22	15	3	0
Totals	8,104	7,751	7,200	4,310

**ATTACHMENT E (9)
DINING CASE USAGE BY LOCATION**

B&C	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
JMU FESTIVAL LOCAL #3937	12,073	11,842	7,854	6,945
JMU FESTIVAL SPEV #3545	1,973	1,903	2,844	1,453
JMU MR CHIPS B & C #44930	1,804	2,156	2,348	1,974
JMU CONCESSIONS	1,774	1,131	921	837
JMU FOOTBALL SPEV LOCAL	1,040	652	430	229
JMU HHS POD #44929	611	720	524	50
JMU PAUL JENNINGS POD	345	358	292	255
JMU ATLANTIC UBC LOCAL	340	242	20	0
JMU A.U.B.C. SPEV LOCAL	263	615	86	0
JMU JEMMY'S CORNER #20172	224	0	294	99
FORBES CENTER POD-LOCAL	189	0	0	0
JMU MEMORIAL HALL LOCAL	147	185	128	37
JMU PC THE DEN LOCAL	98	136	116	9
ARA JMU UREC #3525 LOCAL	37	114	96	0
JMU SSC BISTRO 1908 LOCAL	31	49	16	36
JMU CONVOCATION LOCAL	26	0	0	0
JMU GIBBONS DHALL LOCAL	14	8	76	2,918
JMU JAVA CITY (LOCAL ACCT	5	0	0	0
JMU TLC LOCL	4	8	9	0
ARA JMU SENTARA PARK LOCAL	0	1	0	0
ARA JMU MARKET 64 LOCAL	0	0	3	1
COB LAKEVIEW CAFÉ LOCAL	0	0	2	0
JMU E C D H LOCAL#2364923	0	24	0	154
JMU SUBWAY LOCAL #119519	0	29	22	28
JMU FRESHENS DHALL LOCAL	0	0	0	1
JMU QDOBA LOCAL	0	0	0	12
JMU CHICK FIL A LOCAL	0	0	0	71
JMU PC BLUE RIDGE BOWL LOC	0	0	0	187
Totals	20,972	20,173	16,081	15,296

ATTACHMENT E (10)
JMU DEPARTMENTAL ORDERS
ATHLETIC DEPARTMENTS
CASE USAGE BY BRAND BY PKG

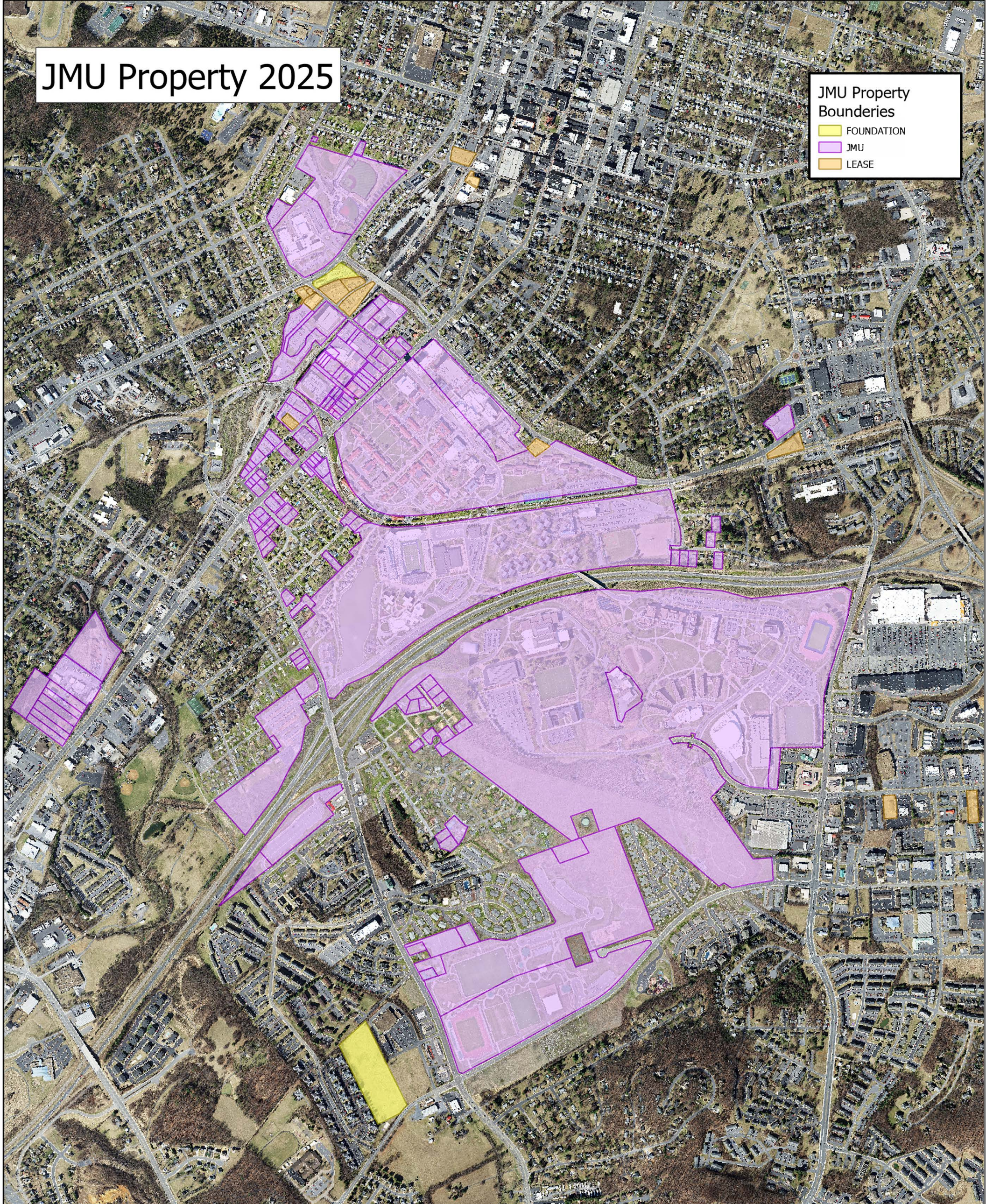
	Cases Sold	Cases Sold	Cases Sold	Cases Sold
	2023-2024	2022-2023	2021-2022	2020-2021
AQUAFINA	1,982	2,043	2,308	1,007
24/1 16.9 NCB 017Y	1,277	1,421	1,344	658
32/1 16.9OZ 029Y	434	417	500	311
1/24 16OZ NCB 023Y	190	183	126	0
1/24 20OZ NCB 021Y	81	0	7	38
8/3 12OZ PET 028Y	0	22	331	0
GATORADE	1,065	1,011	1,172	595
1/24 20OZ NCB 021Y	834	885	1,022	570
8/3 20OZ NCB 024Y	128	10	0	0
12/2 12OZ NCB 061Y	45	0	0	0
4/6 20OZ 010Y	27	67	49	25
1/12 20OZ NCB 019Y	23	31	40	0
1/15 28OZ 048Y	8	18	61	0
PEPSI	82	77	65	37
12/2 FM CAN 051Y	82	77	55	27
1/24 20OZ CDG 020Y	0	0	10	10
STARRY	20	0	0	0
12/2 FM CAN 051Y	20	0	0	0
MUG ROOT BEER	17	6	2	3
12/2 FM CAN 051Y	17	6	2	3
CRUSH	14	11	4	3
12/2 FM CAN 051Y	12	11	2	0
6/4 7.5 CN-CWV 026Y	2	0	2	3
PROPEL	12	19	12	2
1/12 20OZ NCB 019Y	12	19	0	2
CHEERWINE	11	6	4	3
12/2 FM CAN 051Y	11	6	4	3
DEW	9	14	12	2

12/2 FM CAN 051Y	9	14	10	0
1/24 200Z CSD 020Y	0	0	2	2
SCHWEPPE	8	7	4	0
12/2 FM CAN 051Y	8	7	4	0
DR WHAM	2	15	15	0
12/2 FM CAN 051Y	2	15	15	0
SIERRA MIST	0	17	17	13
12/2 FM CAN 051Y	0	17	17	10
1/24 200Z CSD 020Y	0	0	0	3
RAIN	0	16	0	0
1/24 160Z NCB 023Y	0	16	0	0
DOLE	0	0	0	22
1/12 160Z NCB 015Y	0	0	0	22
Totals	3,222	3,242	3,615	1,687

JMU Property 2025

JMU Property Boundaries

- FOUNDATION
- JMU
- LEASE



1076 Virginia Ave.

1401 Technology Dr.

JMU Farm

