



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4573

This contract entered into this 25th day of March 2016, by Johnson Health Tech North America hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

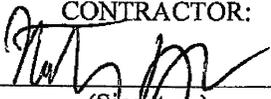
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From April 1, 2016 through March 31, 2017 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-865 dated May 11, 2015:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated June 9, 2015,
 - (e) Addendum No. Two dated July 16, 2015,
 - (f) Addendum No. Three dated July 27, 2015;
- (3) The Contractor's Proposal dated July 17, 2015 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary dated March 18, 2016.

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

CONTRACTOR:
By: 
(Signature)
Nathan Pyles
(Printed Name)
Title: President

PURCHASING AGENCY:
By: 
(Signature)
MATASHA OWENS
(Printed Name)
Title: Buyer Senior



**RFP # MLO-865, Athletic Apparel, Equipment, & Related Services,
Negotiation Summary for Johnson Health Tech North America**

March 18, 2016

1. See attached for Contractor's pricing schedule.
2. Contractor's proposal submitted in response to RFP # MLO-865 is hereby amended as follows:
 - a. Contractor shall waive all restocking and shipping charges for returns/exchanges/cancellations.
3. All deliveries made to the Purchasing Agency shall be FOB destination.
4. Payment shall be made to the Contractor in accordance with the *Virginia Prompt Payment Act*.
5. The Contractor has disclosed all potential fees. Additional charges will not be accepted.



Strong. Smart. Beautiful.

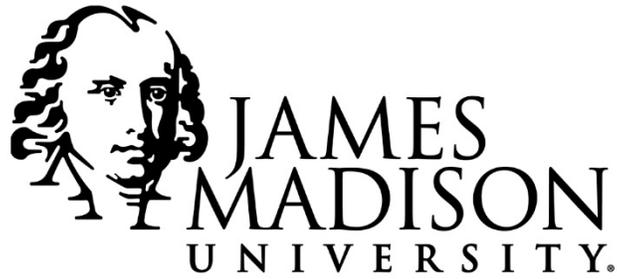
Johnson Health Tech North America, Inc. • 1600 Landmark Drive • Cottage Grove, WI 53527 • p. 608.839.1240 • f. 608.839.1245 • www.johnsonfit.com

2015 JMU PRICE LIST

03/31/2021 Expiration

CARDIO	ITEM #	DESCRIPTION	% OFF LIST PRICE
Treads & Climbmills 47% discount *3 series special pricing 50%	T7xi, T7xe	T7xe TREADMILL AC110 w/19"	47%
	T7xe	T7xe TREADMILL AC110 w/15"	47%
	T5x	T5x TREADMILL AC110	47%
	T3xe	T3x TREADMILL AC110 w/16"	50%
	T3x	T3x TREADMILL AC110 w/16"	50%
	C7xi	C7xi CLIMBMILL w/16"	47%
	C7xe	C7xe CLIMBMILL w/15"	47%
	C7x	C7x CLIMBMILL	47%
	C5X	C5x CLIMBMILL	47%
	Ascenis Elliptical Bikes Steppers 40% Discount	A7xi	A7xi ASCENT TRAINER w/16"
A7xe		A7xe ASCENT TRAINER w/15"	40%
A5x		A5x ASCENT TRAINER	40%
A3x		A5x ASCENT TRAINER	40%
E7xi		E7xi ELLIPTICAL w/16"	40%
E7xe		E7xe ELLIPTICAL w/15"	40%
E5x		E5x ELLIPTICAL	40%
E3x		E5x ELLIPTICAL	40%
H7xi		H7xe HYBRID CYCLE w/16"	40%
H7xe		H7xe HYBRID CYCLE w/15"	40%
H5x		H5x HYBRID CYCLE	40%
H3x		H3x HYBRID CYCLE	40%
R7xi		R7xi RECUMBENT CYCLE w/16"	40%
R7xe		R7xe RECUMBENT CYCLE w/15"	40%
R5x		R5x RECUMBENT CYCLE	40%
R3x		R3x RECUMBENT CYCLE	40%
U7xi		U7xi Upright CYCLE w/16"	40%
U7xe		U7xe Upright CYCLE w/15"	40%
U5x		U7xe Upright CYCLE w/15"	40%
U3x		U7xe Upright CYCLE w/15"	40%
S7xi	S7xi STEPPER w/16"	40%	
S7xe	S7xe STEPPER w/15"	40%	
S5x	S5x STEPPER	40%	
S3x	S53 STEPPER	40%	
Group exercise 30% discount	LIVE-S	LIVESTRONG S-Series Group Bike	30%
	LIVE-E	LIVESTRONG E-Series Group Bike	30%
	KC	Johnny G Krankcycle by Matrix	30%
	ROWER	ROWER	30%
	MYR	MYRYDE Personal Cycling Trainer	30%
	ST5003011	MyRide+ Virtual Coaching	30%
	ST5003021	MyRide+ My Sportif	30%
	ST5003031	MyRide+ Virtual & My Sportif	30%
	ST5003041	MyRide+ Live Coaching	30%
ST5003051	MyRide+ Virtual/MySportif/Live Combo	30%	
Entertainment 35% discount	VA-16GB	Virtual Active - 16 GB	35%
	ZMD3002555	MATRIX MYE 15" TV	35%
	E-080001	TV STAND	35%
		Brackets for 15" TV	35%
	AM-RAP1	Asset Mgmt Remote Access Point	35%
	AM-DATA	Asset Mgmt Data Fee - per pc.	35%
Strength Selectorized	Ultra, Versa., Aura, Magnum, Varsity	All selectorized	35%
	Benches & Racks	Aura, Magnum, Varisty	All benches and racks
Platforms & Accessories	Magnum, Varsity	All Platforms	28%
Plate Load	Aura, Magnum, Varisty	All plate load	28%
Multi Stations	Aura, Magnum, Varisty	FUNCTIONAL TRAINER	28%
	Aura, Magnum, Varisty	FUNCTIONAL TRAINER	28%
	Aura, Magnum, Varisty	CABLE CROSSOVER	28%
	Aura, Magnum, Varisty	4-STACK (LP, LR, TP, AP)	28%
	Aura, Magnum, Varisty	5-STACK (LP, LR, TP, CX)	28%
	Aura, Magnum, Varisty	8-STACK (2LP, 2LR, 2TP, CX)	28%
	Custom Upholstery		
Warranty	Standard warranty	3 years parts, 3 years labor	

Freight And Installation - 150.00 per Cardio, 200.00 per Circuit Strength, 75.00 per Bench and Rack, 100.00 per stack on Multi Units, 200.00 per Platform



Request for Proposal

RFP # MLO-865

**Athletic Apparel, Equipment, & Related
Services**

May 11, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # MLO-865

Issue Date: May 11, 2015
Title: Athletic Apparel, Equipment, & Related Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 p.m. on June 17, 2015 For Furnishing The Services Described Herein.

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

All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

Johnson Health Tech North America

1600 Landmark Drive

Cottage Grove, WI 53527

Date: 7/17/2015

Web Address: www.matrixfitness.com

Email: dave.detweiler@matrixfitness.com

By: 
(Signature in Ink)

Name: Dave Detweiler

Title: Northeast Territory Manager

Phone: 240-397-0464

Fax #: 608-839-3654

ACKNOWLEDGE RECEIPT OF ADDENDUM: # DRD RD #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # MLO-865

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1 **I. PURPOSE**

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

6 **II. BACKGROUND**

7 James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with
8 an enrollment of approximately 20,000 students and 3,000 faculty and staff. Further information about
9 the University may be found at the following website: <http://www.jmu.edu>.

10 The University sponsors an 18-sport intercollegiate athletics program that competes at The Division I
11 level of the National Collegiate Athletic Association. JMU is also affiliated with the Colonial Athletic
12 Association, of which it was a charter member in 1985, and with the Eastern College Athletic
13 Conference.

14 JMU has men’s athletic programs in baseball, basketball, football, golf, soccer, and tennis.
15 Approximately half of all JMU Football and Men’s Basketball contests are currently broadcasted on
16 national and regional television. The balance of games are streamed in HD over free MadiZone
17 platform.

18 The JMU Athletics Department’s vision is to be the NCAA model for the student-athlete experience,
19 distinguished by our academic achievement, integrity, personal development and nationally-competitive
20 programs, and our sports embody that both on and off the field. JMU’s football program has been a
21 consistent force over the last two decades, having made the FCS playoffs six times since 2004, including
22 the 2004 National Championship. The programs all have a strong history of CAA and NCAA
23 Championship showings, with Baseball (2011), Basketball (2013) and Soccer (2014) all having won the
24 conference title within the last five years.

25 For women, the University offers programs in basketball, cross country, field hockey, golf, lacrosse,
26 soccer, softball, swimming and diving, tennis, track and field (indoor and outdoor), and volleyball.
27 Many of these sporting events are also streamed in HD over free MadiZone platform.

28 JMU’s women athletics tradition is among the oldest in the nation, dating nearly back to the institution’s
29 founding in 1908. Strong intercollegiate programs for women have been in place at the University since
30 the early 1920s, and JMU was among the first of the nation’s institutions to provide well-rounded overall
31 intercollegiate offerings for females. JMU’s Women’s Lacrosse program has been one of the most
32 prominent programs in the country, having been Nationally Ranked each of the last 26 years, including
33 a Top 10 ranking in 16 of the last 19 years. The Women’s Basketball team is one of three programs in
34 the nation to have over 1000 wins as a school, and is also consistently seen inside the Top 25 of most
35 polls. The championship culture doesn’t stop with the men, as the women’s programs have had just as
36 much success over the last five years as Basketball (2014 & 2015), Cross Country (2011), Golf (2013),
37 Lacrosse (2013), Soccer (2013), Softball (2014), Swimming & Diving (2012), and Track & Field (2012)
38 have all won a CAA Conference Championship.

39 Athletic scholarships have been available at JMU since the early 1970s, and many of the University’s
40 programs were funded to the full level that NCAA guidelines allow. JMU Athletics provides full
41 allotment of NCAA-allowed grants for each intercollegiate program.

42

43 **III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION**

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

50 **IV. STATEMENT OF NEEDS**

51 James Madison University desires to partner with a Contractor(s) to provide quality athletic apparel,
52 equipment, and related services for its athletic programs. JMU may extend marketing opportunities to a
53 Contractor(s) in exchange for apparel, equipment, and related services at no cost to the University or a
54 further discounted rate. Athletic equipment includes but is not limited to protection equipment, bags, fitness
55 equipment, strength and conditioning equipment, etc. The Contractor shall be an authorized reseller of the
56 athletic apparel and equipment being offered. The Contractor shall not ship substitute items without prior
57 approval from James Madison University. The Contractor shall include list price, percentage discount, and
58 JMU price on all quotes and invoices.

59 Describe in detail your approach to each of the following items. Failure to provide responses to the items
60 below may result in rejection and return of the proposal.

- 61 A. Provide complete catalog and/or link to electronic catalog of all available athletic apparel and
62 equipment being offered. Include published price list or instructions on how to access published price
63 list electronically.
- 64 B. Specify any annual allotments of apparel and equipment that will be provided to JMU free of charge.
65 Describe the ordering and delivery process of free items.
- 66 C. Identify any other offerings to the University in regard to discounts, incentives, etc.
- 67 D. List all contact information for ordering, invoicing, customer service, etc.
- 68 E. Describe experience in working directly with Athletic Coaches to determine needs and provide athletic
69 apparel and equipment. Include method for collaboration for the term of the resulting contract.
- 70 F. Describe in detail communication plan with JMU Athletics, specifically the method in which the
71 University will stay informed of the status of pending orders.
- 72 G. Describe timeframe for providing adequate sample items, material, or color swatches. Identify any
73 potential costs associated with sample items in *Section X. Pricing Schedule*.
- 74 H. Describe delivery options and policies, including in-stock, rush, and manufacturer order for the athletic
75 apparel and equipment being offered. All orders shall be FOB destination. Include information
76 regarding delivery costs and/or free delivery in *Section X. Pricing Schedule*.
- 77 I. Specify turnaround time for delivery (*standard, rush, etc.*) of the athletic apparel and equipment being
78 offered.
- 79 J. Describe ability to maintain sufficient stock for timely delivery.
- 80 K. Describe in detail return policy. Identify any associated costs in *Section X. Pricing Schedule*.

- 81 L. Describe available warranties.
- 82 M. Describe quality control process.
- 83 N. Describe the process for replacement of defective, broken, or damaged athletic apparel and equipment.
84 Include ability to provide replacement apparel and equipment within competition time restraints.
- 85 O. Describe equipment re-conditioning services to include the re-conditioning of football helmets,
86 shoulder pads, field equipment, etc. Specify associated costs in *Section X. Pricing Schedule*.
- 87 P. Describe helmet painting services. Specify associated costs in *Section X. Pricing Schedule*.
- 88 Q. Describe embroidery and screen-printing services. Identify associated costs in *Section X. Pricing*
89 *Schedule*.
- 90 R. Identify any other goods or services being offered to James Madison University.

91 **V. PROPOSAL PREPARATION AND SUBMISSION**

92 A. GENERAL INSTRUCTIONS:

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

- 97 1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete**
98 **response to this RFP;** and shall submit to the issuing Purchasing Agency:
- 99 a. **One (1) original and five (5) copies** of the entire proposal, **INCLUDING ALL**
100 **ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with
101 3.f below.
- 102 b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the
103 entire proposal, **INCLUDING ALL ATTACHMENTS.** Any proprietary information should be
104 clearly marked in accordance with 3.f below.
- 105 c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy**
106 of the proposal and attachments **with proprietary portions removed or blacked out.** This
107 copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an
108 entire proposal document, line item prices and/or total proposal prices as proprietary or trade
109 secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude
110 proprietary information from this redacted copy.

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

- 112 2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda
113 is the mandatory controlling version of the document. Any modification of or additions to the
114 solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU
115 Procurement Services unless accepted in writing by the University. Such modifications or additions
116 to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves
117 the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
118 If the modifications or additions are not identified until after the award of the contract, the

REQUEST FOR PROPOSAL

RFP # MLO-865

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117 Procurement Services unless accepted in writing by the University. Such modifications or

118 additions to the solicitation by the Offeror may be cause for rejection of the proposal; however,
119 JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject
120 such a proposal. If the modifications or additions are not identified until after the award of the
121 contract, the controlling version of the solicitation document shall still be the official state form
122 issued by Procurement Services.

123 3. Proposal Preparation:

124 a. Proposals shall be signed by an authorized representative of the offeror. All information
125 requested should be submitted. Failure to submit all information requested may result in the
126 purchasing agency requiring prompt submissions of missing information and/or giving a lowered
127 evaluation of the proposal. Proposals which are substantially incomplete or lack key information
128 may be rejected by the purchasing agency. Mandatory requirements are those required by law or
129 regulation or are such that they cannot be waived and are not subject to negotiation.

130 b. Proposals should be prepared simply and economically, providing a straightforward, concise
131 description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on
132 completeness and clarity of content.

133 c. Proposals should be organized in the order in which the requirements are presented in the RFP.
134 All pages of the proposal should be numbered. Each paragraph in the proposal should reference
135 the paragraph number of the corresponding section of the RFP. It is also helpful to cite the
136 paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a
137 response covers more than one page, the paragraph number and sub letter should be repeated at
138 the top of the next page. The proposal should contain a table of contents which cross references
139 the RFP requirements. Information which the offeror desires to present that does not fall within
140 any of the requirements of the RFP should be inserted at the appropriate place or be attached at
141 the end of the proposal and designated as additional material. Proposals that are not organized in
142 this manner risk elimination from consideration if the evaluators are unable to find where the
143 RFP requirements are specifically addressed.

144 d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of
145 requirements. “Must” and “shall” identify requirements whose absence will have a major
146 negative impact on the suitability of the proposed solution. Items labeled as “should” or “may”
147 are highly desirable, although their absence will not have a large impact and would be useful, but
148 are not necessary. Depending on the overall response to the RFP, some individual “must” and
149 “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and
150 “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does
151 not automatically remove that offeror from consideration; however, it may seriously affect the
152 overall rating of the offeror’s proposal.

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

155 f. Ownership of all data, materials and documentation originated and prepared for the State
156 pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in
157 accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary
158 information submitted by the offeror shall not be subject to public disclosure under the Virginia
159 Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-
160 4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The
161 written notice must specifically identify the data or materials to be protected and state the
162 reasons why protection is necessary. The proprietary or trade secret materials submitted must be
163 identified by some distinct method such as highlighting or underlining and must indicate only the

164 specific words, figures, or paragraphs that constitute trade secret or proprietary information. The
165 classification of an entire proposal document, line item prices and/or total proposal prices as
166 proprietary or trade secrets is not acceptable and will result in rejection and return of the
167 proposal.

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

174 **B. SPECIFIC PROPOSAL INSTRUCTIONS:**

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

- 178 1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 179 2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of*
180 *Needs*” of this Request for Proposal .
- 181 3. A written narrative statement to include, but not limited to the expertise, qualifications, and
182 experience of the firm and resumes of specific personnel to be assigned to perform the work.
- 183 4. Offeror Data Sheet, included as Attachment A to this RFP.
- 184 5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a
185 Small Business Subcontracting plan which summarizes the planned utilization of DMBE-certified
186 small businesses which include businesses owned by women and minorities, when they have
187 received DMBE small business certification, under the contract to be awarded as a result of this
188 solicitation. This is a requirement for all prime contracts in excess of \$100,000.
- 189 6. Identify the amount of sales your company had during the last twelve months with each
190 VASCUPP Member Institution. A list of VASCUPP Members can be found at:
191 www.VASCUPP.org.
- 192 7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

193 **VI. EVALUATION and AWARD CRITERIA**

194 **A. EVALUATION CRITERIA:**

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

1. Quality 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 and Minority (SWAM) Businesses

5. Cost

195 B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to
196 be fully qualified and best suited among those submitting proposals on the basis of the evaluation
197 factors included in the Request for Proposals, including price, if so stated in the Request for
198 Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered,
199 but need not be the sole determining factor. After negotiations have been conducted with each offeror
200 so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and
201 shall award the contract to that offeror. The Commonwealth reserves the right to make multiple
202 awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or
203 reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons
204 why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth
205 determine in writing and in its sole discretion that only one offeror is fully qualified, or that one
206 offeror is clearly more highly qualified than the others under consideration, a contract may be
207 negotiated and awarded to that offeror. The award document will be a contract incorporating by
208 reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as
209 negotiated.

210 **VII. GENERAL TERMS AND CONDITIONS** (Rev. 7/3/14 ABS)

211 A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of
212 Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions
213 thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is
214 available for review at the purchasing office. In addition, the manual may be accessed electronically at
215 <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540)
216 568-3145.

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

221 C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that
222 they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as
223 the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians
224 With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing
225 Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at
226 <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the
227 organization shall not discriminate against any recipient of goods, services, or disbursements made
228 pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in
229 a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to
230 the same rules as other organizations that contract with public bodies to account for the use of the
231 funds provided; however, if the faith-based organization segregates public funds into separate
232 accounts, only the accounts and programs funded with public funds shall be subject to audit by the
233 public body. (*§6 of the Rules Governing Procurement*)

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

235 1. During the performance of this contract, the contractor agrees as follows:

- 236 a. The contractor will not discriminate against any employee or applicant for employment because
237 of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state
238 law relating to discrimination in employment, except where there is a bona fide occupational
239 qualification reasonably necessary to the normal operation of the contractor. The contractor
240 agrees to post in conspicuous places, available to employees and applicants for employment,
241 notices setting forth the provisions of this nondiscrimination clause.
- 242 b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the
243 contractor, will state that such contractor is an equal opportunity employer.
- 244 c. Notices, advertisements and solicitations placed in accordance with federal law, rule or
245 regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 246 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over
247 \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 248 D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their
249 proposals are made without collusion or fraud and that they have not offered or received any kickbacks
250 or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their
251 proposal, and that they have not conferred on any public employee having official responsibility for this
252 procurement transaction any payment, loan, subscription, advance, deposit of money, services or
253 anything of more than nominal value, present or promised, unless consideration of substantially equal or
254 greater value was exchanged.
- 255 E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with
256 the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not
257 during the performance of the contract for goods and services in the Commonwealth, knowingly
258 employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 259 F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently
260 debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type
261 of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is
262 currently so debarred.
- 263 G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the
264 Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or
265 hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia,
266 relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia
267 under said contract.
- 268 H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit
269 a proposal on the official state form provided for that purpose may be a cause for rejection of the
270 proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be
271 cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case
272 by case basis, in its sole discretion, whether to reject such a proposal.
- 273 I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other
274 solicitation documents, the prospective offeror should contact the buyer whose name appears on the face
275 of the solicitation no later than five working days before the due date. Any revisions to the solicitation
276 will be made only by addendum issued by the buyer.
- 277 J. PAYMENT:

- 278 1. To Prime Contractor:
- 279 a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly
280 to the payment address shown on the purchase order/contract. All invoices shall show the state
281 contract number and/or purchase order number; social security number (for individual
282 contractors) or the federal employer identification number (for proprietorships, partnerships, and
283 corporations).
- 284 b. Any payment terms requiring payment in less than 30 days will be regarded as requiring
285 payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of
286 discounts for payment in less than 30 days, however.
- 287 c. All goods or services provided under this contract or purchase order, that are to be paid for with
288 public funds, shall be billed by the contractor at the contract price, regardless of which public
289 agency is being billed.
- 290 d. The following shall be deemed to be the date of payment: the date of postmark in all cases where
291 payment is made by mail, or the date of offset when offset proceedings have been instituted as
292 authorized under the Virginia Debt Collection Act.
- 293 e. Unreasonable Charges. Under certain emergency procurements and for most time and material
294 purchases, final job costs cannot be accurately determined at the time orders are placed. In such
295 cases, contractors should be put on notice that final payment in full is contingent on a
296 determination of reasonableness with respect to all invoiced charges. Charges which appear to
297 be unreasonable will be researched and challenged, and that portion of the invoice held in
298 abeyance until a settlement can be reached. Upon determining that invoiced charges are not
299 reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those
300 charges which it considers unreasonable and the basis for the determination. A contractor may
301 not institute legal action unless a settlement cannot be reached within thirty (30) days of
302 notification. The provisions of this section do not relieve an agency of its prompt payment
303 obligations with respect to those charges which are not in dispute (*Rules Governing*
304 *Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at*
305 *<http://www.jmu.edu/procurement>*).
- 306 2. To Subcontractors:
- 307 a. A contractor awarded a contract under this solicitation is hereby obligated:
- 308 (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment
309 from the Commonwealth for the proportionate share of the payment received for work
310 performed by the subcontractor(s) under the contract; or
- 311 (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to
312 withhold payment and the reason.
- 313 b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per
314 month (unless otherwise provided under the terms of the contract) on all amounts owed by the
315 contractor that remain unpaid seven (7) days following receipt of payment from the
316 Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any
317 payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to
318 each sub-tier contractor performing under the primary contract. A contractor's obligation to pay
319 an interest charge to a subcontractor may not be construed to be an obligation of the
320 Commonwealth.

321 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a
322 payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to
323 shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment
324 under the contract in question may be withheld until such certification is delivered and, if necessary,
325 confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of
326 withholding such payment.

327 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic
328 and credit card payments.

329 K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the
330 Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their
331 Vendors, shall apply in all instances. In the event there is a conflict between any of the other General
332 Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms
333 and Conditions shall apply.

334 L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as
335 deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the
336 goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose
337 as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior
338 to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves
339 the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to
340 satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the
341 contract and to provide the services and/or furnish the goods contemplated therein.

342 M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it
343 may deem advisable to assure goods and services conform to the specifications.

344 N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in
345 part without the written consent of the Commonwealth.

346 O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

347 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the
348 price of the contract resulting from such modification shall be agreed to by the parties as a part of
349 their written agreement to modify the scope of the contract.

350 2. The Purchasing Agency may order changes within the general scope of the contract at any time by
351 written notice to the contractor. Changes within the scope of the contract include, but are not limited
352 to, things such as services to be performed, the method of packing or shipment, and the place of
353 delivery or installation. The contractor shall comply with the notice upon receipt. The contractor
354 shall be compensated for any additional costs incurred as the result of such order and shall give the
355 Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the
356 following methods:

357 a. By mutual agreement between the parties in writing; or

358 b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done
359 can be expressed in units, and the contractor accounts for the number of units of work
360 performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to
361 determine the correct number of units independently; or

362 c. By ordering the contractor to proceed with the work and keep a record of all costs incurred

363 and savings realized. A markup for overhead and profit may be allowed if provided by the
364 contract. The same markup shall be used for determining a decrease in price as the result of
365 savings realized. The contractor shall present the Purchasing Agency with all vouchers and
366 records of expenses incurred and savings realized. The Purchasing Agency shall have the
367 right to audit the records of the contractor as it deems necessary to determine costs or savings.
368 Any claim for an adjustment in price under this provision must be asserted by written notice
369 to the Purchasing Agency within thirty (30) days from the date of receipt of the written order
370 from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the
371 question of an increase or decrease in the contract price or time for performance shall be
372 resolved in accordance with the procedures for resolving disputes provided by the Disputes
373 Clause of this contract or, if there is none, in accordance with the disputes provisions of the
374 Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their
375 Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any
376 other provision of this contract shall excuse the contractor from promptly complying with the
377 changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

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

391 **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

392 1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for
393 employers of three or more employees, to include the employer. Contractors who fail to notify the
394 Commonwealth of increases in the number of employees that change their workers' compensation
395 requirement under the Code of Virginia during the course of the contract shall be in noncompliance
396 with the contract.

397 2. Employer's Liability - \$100,000.

398 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
399 Commercial General Liability is to include bodily injury and property damage, personal injury and
400 advertising injury, products and completed operations coverage. The Commonwealth of Virginia
401 must be named as an additional insured and so endorsed on the policy.

402 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned
403 by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is
404 maintained by the Contractor (or third party owner of such motor vehicle.)

405 R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a
406 contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice
407 on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

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

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

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

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

442
443 Vendor transaction fees are determined by the date the original purchase order is issued and the
444 current fees are as follows:

- 445
446 a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
447 (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
448 (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
449

450 For orders issued prior to July 1, 2014 the vendor transaction fees can be found at
451 www.eVA.virginia.gov.

452
453 The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department
454 of General Services, approximately 30 days after the corresponding purchase order is issued and
455 payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through

- 456 purchase order changes.
 457
 458 V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the
 459 Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which
 460 may hereafter become available for the purpose of this agreement.
- 461 W. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state
 462 bid/offer prices in US dollars.
- 463 X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average
 464 of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James
 465 Madison University to perform work or provide services pursuant to such contract shall register and
 466 participate in the E-Verify program to verify information and work authorization of its newly hired
 467 employees performing work pursuant to any awarded contract.
- 468 Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State
 469 sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries
 470 against this contract shall usually be free of Federal excise and transportation taxes. The
 471 Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 472 Z. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and
 473 warrant that the price offered for FOB destination includes only the actual freight rate costs at the
 474 lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as
 475 otherwise specified herein, standard commercial packaging, packing and shipping containers shall be
 476 used. All shipping containers shall be legibly marked or labeled on the outside with purchase order
 477 number, commodity description, and quantity.

478 **VIII. SPECIAL TERMS AND CONDITIONS**

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

492	From: <u>Johnson Health Tech North America</u>	<u>08/06/2015</u>	<u>2 pm</u>
493	Name of Offeror	Due Date	Time
494	<u>1600 Landmark Drive</u>	<u>RFP# MLO-865</u>	
495	Street or Box No.	RFP Number	
496	<u>Cottage Grove, WI 53527</u>	<u>Athletic Apparel, Equipment and Related Services</u>	
497	City, State, Zip Code	RFP Title	

498 Name of Purchasing Officer: Matasha Owens, MPA,VCO

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

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

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

511 E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and
512 clarify any requirements of this solicitation that is not understood. The University will not be bound by
513 oral explanations as to the meaning of specifications or language contained in this solicitation.
514 Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the
515 responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach
516 the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries
517 and the respective response will be provided in the form of an addendum to all offerors who have
518 indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you
519 fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or
520 540/568-7935.

521 F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of
522 four (4) successive one year periods under the terms and conditions of the original contract except as
523 stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of
524 the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date
525 of each contract period.

526 1. If the Commonwealth elects to exercise the option to renew the contract for an additional two-year
527 period, the contract price(s) for the additional two years shall not exceed the contract price(s) of the
528 original contract increased/decreased by no more than the percentage increase/decrease of the other
529 services category of the CPI-W section of the Consumer Price Index of the United States Bureau of
530 Labor Statistics for the latest twelve months for which statistics are available.

531 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew
532 the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract
533 price(s) of the previous renewal period increased/decreased by more than the percentage
534 increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of
535 the United States Bureau of Labor Statistics for the latest twelve months for which statistics are
536 available.

537 G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term
538 expiration for the initial contract period as well as for each subsequent contract renewal period. Any
539 invoices submitted after the sixty day period will not be processed for payment.

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

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

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

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

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

571 J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

572 1. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses.
573 This includes discretionary spending in prime contracts and subcontracts. All potential
574 bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the
575 bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any
576 portion of the awarded contract to be subcontracted to other suppliers, the contractor is
577 encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This
578 shall not exclude DMBE-certified women-owned and minority-owned businesses when they have
579 received DMBE small business certification. No bidder/offeror or subcontractor shall be
580 considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless
581 certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for
582 receipt of bids or proposals. If small business subcontractors are used, the prime contractor
583 agrees to report the use of small business subcontractors by providing the purchasing office at a
584 minimum the following information: name of small business with the DMBE certification
585 number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-

586 owned, or minority-owned), and type of product/service provided. **This information shall be**
587 **submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting**
588 **Compliance, MSC 5720, Harrisonburg, VA 22807.**

589 2. Each prime contractor who wins an award in which provision of a small business subcontracting
590 plan is a condition of the award, shall deliver to the contracting agency or institution with every
591 request for payment, evidence of compliance (subject only to insubstantial shortfalls and to
592 shortfalls arising from subcontractor default) with the small business subcontracting plan. **This**
593 **information shall be submitted to: JMU Office of Procurement Services, SWAM**
594 **Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has
595 been subcontracted to these firms and upon completion of the contract, the contractor agrees to
596 furnish the purchasing office at a minimum the following information: name of firm with the
597 DMBE certification number or FEIN number, phone number, total dollar amount subcontracted,
598 category type (small, women-owned, or minority-owned), and type of product or service
599 provided. Payment(s) may be withheld until compliance with the plan is received and confirmed
600 by the agency or institution. The agency or institution reserves the right to pursue other
601 appropriate remedies to include, but not be limited to, termination for default.

602 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting
603 agency or institution with every request for payment, information on use of subcontractors that
604 are not DMBE-certified small businesses. When such business has been subcontracted to these
605 firms and upon completion of the contract, the contractor agrees to furnish the purchasing office
606 at a minimum the following information: name of firm, phone number, FEIN number, total dollar
607 amount subcontracted, and type of product or service provided. **This information shall be**
608 **submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting**
609 **Compliance, MSC 5720, Harrisonburg, VA 22807.**

610 K. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that
611 the supplier provides than those specifically solicited. The University reserves the right, subject to
612 mutual agreement, for the Contractor to provide additional goods and/or services under the same
613 pricing, terms, and conditions and to make modifications or enhancements to the existing goods and
614 services. Such additional goods and services may include other products, components, accessories,
615 subsystems, or related services that are newly introduced during the term of this Agreement. Such
616 additional goods and services will be provided to the University at favored nations pricing, terms, and
617 conditions.

618 L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor
619 organized as a stock or nonstock corporation, limited liability company, business trust, or limited
620 partnership or registered as a registered limited liability partnership shall be authorized to transact
621 business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or
622 Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above
623 that enters into a contract with a public body shall not allow its existence to lapse or its certificate of
624 authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or
625 Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may
626 void any contract with a business entity if the business entity fails to remain in compliance with the
627 provisions of this section.

628 M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a
629 web-based contracts database with a public gateway access. Any resulting cooperative contract/s to
630 this solicitation will be posted to the publicly accessible website. Contents identified as proprietary
631 information will not be made public.

- 632 N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO
633 PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks
634 on all of their contracted employees who will be assigned to perform services on James Madison
635 University property. The results of the background checks will be directed solely to the
636 Contractor. The Contractor bears responsibility for confirming to the University contract
637 administrator that the background checks have been completed prior to work being performed by
638 their employees or subcontractors. The Contractor shall only assign to work on the University
639 campus those individuals whom it deems qualified and permissible based on the results of completed
640 background checks. Notwithstanding any other provision herein, and to ensure the safety of students,
641 faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any
642 contract employee that will work on JMU property. Disapproval by the University will solely apply
643 to JMU property and should have no bearing on the Contractor's employment of an individual outside
644 of James Madison University.
645
- 646 O. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under
647 any award resulting from this solicitation shall be covered by the most favorable commercial
648 warranties the contractor gives any customer for such goods or services and that the rights and
649 remedies provided therein are in addition to and do not limit those available to the Commonwealth by
650 any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
651
- 652 P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of
653 the purchasing agency. In the event that the contractor desires to subcontract some part of the work
654 specified herein, the contractor shall furnish the purchasing agency the names, qualifications and
655 experience of their proposed subcontractors. The contractor shall, however, remain fully liable and
656 responsible for the work to be done by its subcontractor(s) and shall assure compliance with all
657 requirements of the contract.
658
- 659 Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely
660 supervising and directing the work under this contract and all subcontractors that he may utilize,
661 using his best skill and attention. Subcontractors who perform work under this contract shall be
662 responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts
663 and omissions of his subcontractors and of persons employed by them as he is for the acts and
664 omissions of his own employees.
665
- 666 R. DELIVERY NOTIFICATION: James Madison University shall be notified at least 24 hours prior to
667 delivery of any items so that personnel may be available to allow access to the building and verify
668 items received. Notification shall be made to the individual(s) listed on the specific purchase order.
669
- 670 S. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand, or manufacturer
671 after the award of contract is expressly prohibited unless approved in writing by the Contact Officer.
672 The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or
673 better quality subject to the approval of the Contract Officer, for a price no greater than the contract
674 price, if the product for which the contract was awarded becomes unavailable to the contractor.
675
- 676 T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any
677 special educational or promotional sale prices or discounts immediately to the Commonwealth during
678 the term of the contract. Such notice shall also advise the duration of the specific sale or discount
679 price.
680
681
682

683 **IX. METHOD OF PAYMENT**

684 The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any
685 negotiations. James Madison University recognizes the importance of expediting the payment process for
686 our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank
687 single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that
688 future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use
689 Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional
690 information is available online
691 at: http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

692 **X. PRICING SCHEDULE**

693 The offeror shall provide pricing for all products and services included in proposal. The pricing schedule
694 should include percentage discount off list price for specific manufacturers/product lines and/or percentage
695 discount off catalog.

696 The following sample format should be used when submitting pricing:

697
698 Brand X – Apparel: ___% off list price
699 Brand X – Equipment: ___% off list price
700 Brand X – Footwear: ___% off list price

701 **XI. ATTACHMENTS**

702 [Attachment A](#): Offeror Data Sheet

703 [Attachment B](#): Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

704 [Attachment C](#): Standard Contract Sample

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 22 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 #
Marriott International	3 Years	10400 Fernwood Rd. Bethesda, MD 20817	Dan McGlassen 301 380 1528
University of Illinois Chicago	9 Years	737 S. Halsted St. Chicago, IL 60607	Brian Cousins 312 413 5262
University of Wisconsin Madison	7 Years	715 W. Dayton St. Madison, WI 53715	John Horn 608 8900158
L A Fitness	8 years	2600 Michelson Irvine, CA	Peter Bissel 949 255 7407
Purdue University	3 years	3335 N. Intramural Drive W. Lafayette, IN 47907	Howard Taylor 765 494 3113

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

Fitness Resource – 400 Hounds Chase, Yorktown VA 23693

Rob Colls 804 356 1443

- 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: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

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

Offeror Name: Johnson Health Tech North America Preparer Name: Dave Detweiler
Date: 7/17/2015

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?
Yes _____ No x _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No x _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No x _____

If yes, certification number: _____ Certification date: _____

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

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

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

Program, all certified women-owned businesses are also a small business enterprise.

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.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: N/A
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

 6/17/2015
 Date Form Completed

Offeror / Proposer:
 Johnson Health Tech North America

1600 Landmark Drive
 Cottage Grove, WI 53539
 Address

Dave Detweiler
 240 397 0464
 Contact Person/No.

Firm

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE 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)
No subcontractors					

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

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.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Response to Request for Purchase for James Madison University RFP#MLO-865

Describe in detail your approach to each of the following items. Failure to provide responses to the items below may result in rejection and return of the proposal.

A. (Page 2, Line 61) Provide complete catalog and/or link to electronic catalog of all available athletic apparel and equipment being offered. Include published price list or instructions on how to access published price list electronically.

1. Matrix Strength Brochure 2015
<https://johnsonfit.box.com/s/90t5r7j19qiuw9od7pe9>
2. Matrix Cardio Brochure 2015
<https://johnsonfit.box.com/s/jrz5cj5glkcq87wa712u>
3. Matrix Group Training Brochure 2015
<https://johnsonfit.box.com/s/b6yed6qlvpfrk4iflt7gvoapev5vwue7>

5. Price List –

B. (Page 2, Line 64) Specify any annual allotments of apparel and equipment that will be provided to JMU free of charge. Describe the ordering and delivery process of free items.

1. No allotment for equipment

C. (Page 2, Line 66) Identify any other offerings to the University in regard to discounts, incentives, etc.

1. Provide Asset Management tool at no cost.
2. Provide the remote access point and set up fee at no cost. No monthly fee will be charged.

Asset Management Brochure (Addendum 5)

D. (Page 2, Line 67) List all contact information for ordering, invoicing, customer service, etc.

1. Ordering - Dave Detweiler – North Atlantic Territory Manager – Email, dave.detweiler@matrixfitness.com – Phone (240) 397-0464
2. Invoicing - Chris Kohlhoff - Inside Sales Manager – Phone (608) 839-1198 Email chris.kohlhoff@matrixfitness.com
3. Customer Service – Kari Sweeney – Customer tech Support Supervisor – Phone (608) 839-8777 – Kari.sweeney@matrixfitness.com

E. (Page 2, line 68) Describe experience in working directly with Athletic Coaches to determine needs and provide athletic apparel and equipment. Include method for collaboration for the term of the resulting contract.

Dave Detweiler,

North Atlantic Territory manager is one single point of contact for sales, administration, communication and enforcement of this agreement. Dave will be the administrator of the agreement and he works through a series of employees, specialist and experts to meet the demands of James Madison University. Thirty plus years experience in the fitness and recreation industry in both operations and sales. Twenty years experience with major manufacturers in sales and service.

These positions include the following.

Becky Jalbert –

Group exercise expert in the products and programs of the various disciplines of Group exercise.

Randy Meyer –

Athletic expert in the field of athletic training, room design, customization of strength product.

Marc Loomer –

Campus recreation expert in the field of design, lay out and product selection.

ATTACHMENT D

Response to Request for Purchase for James Madison University RFP#MLO-865

Cory Gessler –

A layout specialist is on staff proficient in auto cad, auto sketch and Visio. This specialist also is extremely talented in 3d layouts.

Inside specialist

receives all inquiries and regulates the flow of quotes, mailings, information, purchase orders and Request for quote (RFQ). This person is the gate keeper and works hand and hand with the contract manager.

Jason Arters

A regional director is available for escalation of issues

Doug Marquette, LifeStyle Market Development – Market Specialist

This person works through sustainability engineers, delivery experts and product managers to accommodate very difficult solutions that arise in the market place.

Thirty- eight years of experience in the fitness and recreation industry. 12 years in building, design, management and operations of facilities that ranged from 42,000 square feet to 280,000 square feet. Operated five facilities, design three facilities and constructed two facilities over 200,000 square feet.

F. (Page 2, Line 71) Describe in detail communication plan with JMU Athletics, specifically the method in which the University will stay informed of the status of pending orders.

University contact is through a single point of contact. Dave Detweiler directs communication between Matrix and the University. Dave will include and direct communication between the entities. This collaborative model has reduced miscommunication between entities.

All inquiries for quotes by phone, fax or email will be sent immediately to the regional inside sales representative

Original P.O received by telephone, fax, or e-mail will be routed to Inside sales Manager for order entry by the regional inside sales coordinator. Order is distributed to Territory Manager for site survey and personal contact with representative from the campus. Orders require a site survey for shipment. This insures a smooth and seamless delivery.

Orders can be cancelled prior to shipping at no penalty. Orders that have been shipped will be billed for shipping and 10% restocking fee.

G. (Page 2, line 73) Describe timeframe for providing adequate sample items, material, or color swatches. Identify any potential costs associated with sample items in Section X. Pricing Schedule.

No Charge for sample items

Demo units for cardio equipment is available through Dave Detweiler

H. (Page 2, Line 75) Describe delivery options and policies, including in-stock, rush, and manufacturer order for the athletic apparel and equipment being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery in Section X. Pricing Schedule.

See Pricing schedule

Method of delivery of quality equipment, products and supplies, and services

Delivery is accomplished by Matrix certified installation companies. These are selected and managed by the supply chain manager. Delivery can be accomplished by Matrix authorized shipping and installation company or shipped common carrier to the authorized installer and assembled onsite or at a local warehouse. Either process is transparent to the end user.

Installations over \$100,000 require a Matrix territory manager, regional manager or territory rep in attendance. A delivery is not considered complete until the customer is satisfied.

ATTACHMENT D

Response to Request for Purchase for James Madison University RFP#MLO-865

I. (Page 2, Line 78) Specify turnaround time for delivery (standard, rush, etc.) of the athletic apparel and equipment being offered.

Cardio equipment

2 to 4 weeks product can be expedited at no additional cost with approval of the regional director

Strength Equipment

6 - 8 weeks product can be expedited at no additional cost with approval of regional director

J. (Page 2, line 80) Describe ability to maintain sufficient stock for timely delivery.

Matrix Fitness Systems Corp guarantees that parts will be available for a period of 5 years from the date of last sale for all strength and cardiovascular products. The majority of our parts are available in house to ship next day. Also the CAP parts kit is available so that key components can be held on site to ensure a quick fix. Service training is available for in house techs so that credit can be earned for work done under warranty.

K. (Page 3, line 81) Describe in detail return policy. Identify any associated costs in Section X. Pricing Schedule.

Returns

The product is defective or nonconforming

The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).

The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer need

Returns are with the Territory and Regional Manager approval. Every effort is made to have the return complete in a timely matter pending product available. Contract customers will receive priority status on product return.

L. (Page 3, Line 82) Describe available warranties.

Warranty

Cardio equipment –

Frame 7 Years

Drive Motor Lifetime

Parts 3 Years CAP

Labor 3 Years CAP

**Wear Items 90 Days

Strength –

Frame (Not coatings)

Weight Stacks, Pulleys, bearings 5 years

Other items not specified 3 years

Labor 3 years

Upholstery/Cables/Springs/Grips 1 year

Accessories 6 months

IC Bikes

Frame 5 Years

Powder coating, handlebar and seat post assembly (aluminum parts and PVC coating), dual belt drive system, intermediate drive sensor, bottom bracket assembly, flywheel and hub assembly, cranks 3 years

Pedals, Bowden cables, brake adjustment, ebrake activation cable, brake system, gas dampers, flip lever assemblies, insert sleeves for handlebars and seat post, leveling feet 2 years

Saddle construction (stitching and saddle deck not included), IC7 electronics (console, cable harness, PCBs and sensors, generator) 1 year

Labor 1 year

Shroud and top covers, IC7 LiPo battery 6 Months

ATTACHMENT D

Response to Request for Purchase for James Madison University RFP#MLO-865

Process for warranty service requests. Warranty to include parts, labor, and travel.

A customer call in, email or error code email from the asset management system will initiate a series of events. Technical information is transmitted from asset management in the form of an error code will produce a repair ticket or a phone call or email from the property will initiate a series of questions requesting a serial number and a series of questions

All Calls are automatically routed to the regional service tech. The country is divided into five regions. A busy line pushes the call to a first available. If all available is busy the call is placed into a voice mail and is routed for call back when any line becomes available. The service team at Matrix has taken pride in keeping a live person available for each of the five service regions. Calls are monitored and those that stay on line average less than 60 seconds for a live person.

If the problem can be diagnosed over the phone, a part will be sent to the facility and a service provider will be contacted for repair,. Matrix requires a 48 hr response from service organizations. Campuses with a parts depot will not be sent a part. The repair is made and the service provider reports and returns damaged parts or if a parts depot is on site, a new part will be sent to restock the one used in the repair.

The Matrix service staff does work diligently to get returned parts for proper recycling, evaluation or disposal. Returned parts are evaluated to insure internal quality. Johnson Health is a totally integrate corporation and manufacturers all components in the product. The Matrix mission statement defines the attitude and core values of the company. The Customer Advantage Program (CAP) has three core promises. (1) The best standard warranty in the business, (2) No charge next day shipping of parts and an optional complimentary tech. certification program. (3) Optional parts depot on site. This paradigm changes from the industry standard of response time to reducing equipment down time.

M. (Page 3, Line 83) Describe quality control process.

Matrix Fitness is commercial fitness equipment brand of Johnson Health Tech, Ltd. (JHT). Johnson Health Tech has been producing premium fitness equipment since 1975. All Matrix cardiovascular equipment is manufactured at our Johnson Health Tech manufacturing facility located in Taichung, Taiwan and all Matrix strength training products are manufactured by Johnson Health Industries (JIS) located in Shanghai, China, Matrix Magnum Line, Matrix equipment is substantially transformed, marketed and distributed by JHTNA) Johnson Health Tech, North America.

Our JHT facility located in Taiwan produces our cardiovascular equipment line of T series treadmills, ellipticals, bikes, steppers, and Ascent trainer. JHT is a vertically integrated facility that does all of the fabrication, painting, preassembly, and quality inspection of these products. Our two JIS facilities produces all of our strength training products, which encompass all of our Selectorized, Free Weight, and Multi-station products. In addition to this activity JIS also develops, tests, and builds all of the electrical motors, boards, and generators used in the cardio line of JHT. Our Milwaukee develops, tests, and builds all the Magnum series strength line. This includes the Selectorized, Free Weight, and Multi-station products with Magnum series.

Johnson Health Tech, Ltd. has earned both ISO 9000, 9001 and ISO 14000 quality certifications and operates under the six sigma guidelines.

For both Taiwanese and Chinese manufacturing facilities, our engineering and quality teams have drafted and implemented standard operating procedures (SOP) with a contract firm that specializes in manufacturing inspection and quality control. The contractor maintains a full time staff of 14 inspectors and quality managers that oversee multiple manufacturing processes that include; cut and weld, pre-finish preparation, powder coating and assembly.

Our line of Aura, Ultra, Versa and Magnum strength training products meets EN 957 requirements and has been tested to meet (ASTM 2216-03) Please note that in addition to meeting industry leading standards, such as EN 957, Matrix Fitness provides an industry leading warranty, which includes; lifetime warranty on framework/welds, structural parts, cams, weight

ATTACHMENT D

Response to Request for Purchase for James Madison University RFP#MLO-865

plates, guide rods and shafts; 5 years on rotary bearings, pulleys and bushings; 2 year on linear bearings, brass bushings, springs, shocks, slide inserts, belts/cables, seat belts and other parts not listed; 1 year on upholstery and grips.

The Matrix T series treadmills comply with (ASTM F2115-026), FCC, CE, and ETL

JHTNA offers a comprehensive set of maintenance and service documentation, which includes; owner's manuals, assembly guides, preventative maintenance documentation, exploded diagrams and we are beginning full service manuals. Along with that key documentation we have an extensive library of Field Work Instructions that will be made available on the website by category. The Field Work Instructions are currently available through our in-house service technicians. In addition to the fore-mentioned documents, service manuals will become a larger part of our documentation during the coming months as we add them machine by machine

We only license one patent technology for our current strength and cardio product line. It is a paid-in-full license for the duration of the patents. Since this license is paid in full, there is no possibility of there being any ramifications.

N. (Page 3, Line 84) Describe the process for replacement of defective, broken, or damaged athletic apparel and equipment. Include ability to provide replacement apparel and equipment within competition time restraints.

Returns

Returns are with the Territory and Regional Manager approval. Every effort is made to have the return complete in a timely matter pending product available. This includes expedited delivery to meet grand openings or special events. Contract customers will receive priority status on product availability and is determined by the regional director.. Equipment, Product, Supplies damaged in delivery cycle including visible and concealed damage

The bumper to bumper warranty applies and Matrix will bring unit to factory specifications or a new unit will be shipped. Matrix will make every effort to ship complete orders. Shortages will be shipped as product becomes available with. Overages will be returned at Matrix expense.

Matrix has been very diligent about shipping orders complete and on time. It is part of our mission statement and to date order fill rate has not been tracked because it has not been an issue.

O. (Page 3, Line 85) Describe equipment re-conditioning services to include the re-conditioning of football helmets, shoulder pads, field equipment, etc. Specify associated costs in Section X. Pricing Schedule.

Does not apply

P. (Page 3, Line 86) Describe helmet painting services. Specify associated costs in Section X. Pricing Schedule.

Does not apply

Q. (Page 3, Line 87) Describe embroidery and screen-printing services. Identify associated costs in Section X. Pricing Schedule.

R. Identify any other goods or services being offered to James Madison University.



Johnson Health Tech North America, Inc. • 1600 Landmark Drive • Cottage Grove, WI 53527 • p: 608.839.1240 • f: 608.839.1245 • www.johnsonfit.com

2015 JMU PRICE LIST

07/17/15 **These are "not to exceed pricing"**
U.S. Currency

CARDIO	ITEM #	DESCRIPTION	% OFF LIST PRICE
Treads & Climbmills 47% discount *3 series special pricing 50%	T7xi, T7xe	T7xe TREADMILL AC110 w/19"	47%
	T7xe	T7xe TREADMILL AC110 w/15"	47%
	T5x	T5x TREADMILL AC110	47%
	T3xe	T3x TREADMILL AC110 w/16"	50%
	T3x	T3x TREADMILL AC110 w/16"	50%
	C7xi	C7xi CLIMBMILL w/16"	47%
	C7xe	C7xe CLIMBMILL w/15"	47%
	C7x	C7x CLIMBMILL	47%
	C5x	C5x CLIMBMILL	47%
C3x	C3x CLIMBMILL	50%	
Ascens Elliptical Bikes Steppers 40% Discount	A7xi	A7xi ASCENT TRAINER w/16"	40%
	A7xe	A7xe ASCENT TRAINER w/15"	40%
	A5x	A5x ASCENT TRAINER	40%
	A3x	A5x ASCENT TRAINER	40%
	E7xi	E7xi ELLIPTICAL w/16"	40%
	E7xe	E7xe ELLIPTICAL w/15"	40%
	E5x	E5x ELLIPTICAL	40%
	E3x	E5x ELLIPTICAL	40%
	H7xi	H7xe HYBRID CYCLE w/16"	40%
	H7xe	H7xe HYBRID CYCLE w/15"	40%
	H5x	H5x HYBRID CYCLE	40%
	H3x	H3x HYBRID CYCLE	40%
	R7xi	R7xi RECUMBENT CYCLE w/16"	40%
	R7xe	R7xe RECUMBENT CYCLE w/15"	40%
	R5x	R5x RECUMBENT CYCLE	40%
	R3x	R3x RECUMBENT CYCLE	40%
	U7xi	U7xi Upright CYCLE w/16"	40%
	U7xe	U7xe Upright CYCLE w/15"	40%
	U5x	U5x Upright Cycle	40%
	U3x	U3x Upright Cycle	40%
S7xi	S7xi STEPPER w/16"	40%	
S7xe	S7xe STEPPER w/15"	40%	
S5x	S5x STEPPER	40%	
S3x	S3x Stepper	40%	
Group exercise 30% discount	MX-IC2 & MX-IC3	Matrix IC2 and IC3 Indoor cycle	30%
	MX- IC5	Matrix IC5 Indoor Cycle	30%
	MX-IC7	Matrix IC7 Indoor Cycle with CBC	30%
	ROWER	ROWER	30%
	VI-MYVX	MYRYDE Personal Cycling Trainer	30%
Entertainment 35% discount	ZMD3002555	MATRIX MYE 15" TV	35%
	ZMD4000452	900 MHz receivers	35%
	AM-RAP1	Asset Mgmt Remote Access Point	35%
	AM-DATA	Asset Mgmt Data Fee - per pc.	35%
	ZMD4000642	7xi & PCTV Gateway Media Servier	35%
Strength Selectorized Benches & Racks Platforms & Accessories Plate Load Multi Stations	Ultra, Versa., Aura, Magnum, Varsity	All selectorized	35%
	Aura, Magnum, Varisty	All benches and racks	28%
	Magnum, Varsity	All Platforms	28%
	Aura, Magnum, Varisty	All plate load	28%
	Aura, Magnum, Varisty	FUNCTIONAL TRAINER	28%
	Aura, Magnum, Varisty	FUNCTIONAL TRAINER	28%
	Aura, Magnum, Varisty	CABLE CROSSOVER	28%
	Aura, Magnum, Varisty	4-STACK (LP, LR, TP, AP)	28%
	Aura, Magnum, Varisty	5-STACK (LP, LR, TP, CX)	28%
	Aura, Magnum, Varisty	8-STACK (2LP, 2LR, 2TP, CX)	28%
Custom Upholstery			

Warranty Standard warranty 3 years parts, 3 years labor

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2015 PRICE LIST



07/17/15
U.S. Currency -

CARDIO	ITEM #	DESCRIPTION	LIST PRICE	CARDIO	ITEM #	DESCRIPTION	LIST PRICE
Treads	T7xi	T7xi TREADMILL AC110 w/19"	12,995	Entertnmt & Tech	VI-MYVX	MyRide VX Personal Class Trainer	4,399
	T7xe	T7xe TREADMILL AC110 w/15"	10,995		ZMD4001838	ICG MyRide Virtual Content	3,599
	T5x	T5x TREADMILL AC110	8,995		ZMD4001839	ICG MyRide+ Live Content	4,999
	T3xe	T3xe TREADMILL AC110 w/16"	8,995		ZMD4001840	ICG Fitness FX Virtual	3,599
	T3x	T3x TREADMILL AC110	6,995		ZMD4001841	ICG FX Virtual + MyRide	5,399
	T1xe	T1xe TREADMILL AC110 w/16"	6,995		ZMD4002023	MyRideVX Content Exchange (from V3)	399
	T1x	T1x TREADMILL AC110	4,995		ZMD4002022	MyRide+ Studio Content Exchange	499
ClimbMill	C7xi	C7xi CLIMBMILL w/16"	12,995		ZMT4000022	Workout Tracking License	2,500
	C7xe	C7xe CLIMBMILL w/15"	10,995		ZMT4000023	Workout Tracking Network App	3,500
	C5x	C5x CLIMBMILL	8,995				
	C3x	C3x CLIMBMILL	7,995				
Ascent	A7xi	A7xi ASCENT TRAINER w/16"	12,995				
	A7xe	A7xe ASCENT TRAINER w/15"	10,995				
	A5x	A5x ASCENT TRAINER	8,995				
	A3x	A3x ASCENT TRAINER	7,995				
	ALB7xi	7xi LOWER BODY ASCENT TRAINER	12,995	AM-RAP640	Asset Mgmt RAP, includes install	3,195	
	ALB7xe	7xe LOWER BODY ASCENT TRAINER	10,995	AM-RAP641	Asset Mgmt RAP (Incremental)	2,295	
	ALB5X	5x LOWER BODY ASCENT TRAINER	8,995	AM-DATA	Asset Mgmt Data Fee - per unit	69	
Ellipticals	ALB3x	3x LOWER BODY ASCENT TRAINER	7,995	ZMD4000643	PCTV RAP (1st 20 units) incl install	3,299	
	E7xi	E7xi ELLIPTICAL w/16"	10,995	ZMD4000644	PCTV RAP (ADD 20 units) incl install	2,599	
	E7xe	E7xe ELLIPTICAL w/15"	8,995	ZMD4000642	7xi & PCTV Gateway Media Server Pack	2,199	
	E5x	E5x ELLIPTICAL	6,995				
	E3x	E3x ELLIPTICAL	5,995	ZMD3002555	MATRIX MYE 15" TV	1,495	
Bikes	E1x	E1x ELLIPTICAL	4,595	ZDM4000452	900 Mhz Receiver	199	
	H7xi	H7xi HYBRID CYCLE w/16"	7,995				
	H7xe	H7xe HYBRID CYCLE w/15"	6,395				
	H5x	H5x HYBRID CYCLE	4,395				
	H3x	H3x HYBRID CYCLE	3,995				
	R7xi	R7xi RECUMBENT CYCLE w/16"	7,695	1000230085	A5x,E5x,H5x,R5x,U5x,S5x Bracket for TV	195	
	R7xe	R7xe RECUMBENT CYCLE w/15"	5,995	1000212432	A7X,A7XE,E7X,E7XE Bracket for TV	195	
	R5x	R5x RECUMBENT CYCLE	3,995	1000230087	C5x Bracket for TV	195	
	R3x	R3x RECUMBENT CYCLE	3,595	1000214920	C7X,C7XE Bracket for TV	195	
	R1x	R1x RECUMBENT CYCLE	2,995	0000090367	E1X Bracket for TV	195	
	U7xi	U7xi Upright CYCLE w/16"	7,395	0000095054	E3x, H3X / R3X/ U3X / S3X Bracket for TV	195	
	U7xe	U7xe Upright CYCLE w/15"	5,695	0000095280	H3xe,R3xe,U3xe,S3xe,A3xe Brkt for TV	195	
	U5x	U5x UPRIGHT CYCLE	3,695	1000211041	H7X / H7XE Bracket for TV	195	
	U3x	U3x UPRIGHT CYCLE	3,295	0000090356	R1X Bracket for TV	195	
	U1x	U1x UPRIGHT CYCLE	2,695	1000211036	R7X / R7XE Bracket for TV	195	
Stepper	S7xi	S7xi STEPPER w/16"	8,495	1000211045	S7X,S7XE Bracket for TV	195	
	S7xe	S7xe STEPPER w/15"	6,395	1000231007	T1x-04 Bracket for TV	195	
	S5x	S5x STEPPER	4,395	1000214875	T1XE,T3XE Bracket for TV	195	
	S3x	S3x STEPPER	3,895	1000217126	T3X Bracket for TV	195	
Rower	Rower-01	ROWER-01	1,495	1000226510	T5X-07 Bracket for TV	195	
Group				1000208124	T7X, T7xe Bracket for TV	195	
	MX-IC7	MATRIX IC7 Indoor Cycle w/CBC	2,995	0000090374	U1X Bracket for TV	195	
	MX-IC5	MATRIX IC5 Indoor Cycle	2,395	1000211043	U7X / U7XE Bracket for TV	195	
	MX-IC3	MATRIX IC3 Indoor Cycle	1,995				
	MX-IC2	MATRIX IC2 Indoor Cycle	1,395				
	IC-COM	Indoor Cycle Computer - new	179				
	KC-COM	Krankcycle Computer - new	199				
	KC-01FS	Krankcycle by Matrix w/Fixed Seat	2,295				
	KC-02NS	Krankcycle by Matrix - No Seat	2,195				
	KC-Train1	KC Single Education Package	129				

2015 PRICE LIST

7/17/2015
U.S. Currency -



STRENGTH	ITEM #	DESCRIPTION	LIST PRICE	ITEM #	DESCRIPTION	LIST PRICE	
AURA SELECTORIZED				AURA BENCHES & RACKS			
Chest	G3S10	CHEST PRESS	3,550	G3FW13	OLYMPIC FLAT BENCH	1,095	
	G3S13	CONVERGING CHEST PRESS	3,775	G3FW14	OLYMPIC INCLINE BENCH	1,195	
	G3S12	PEC FLY	3,675	G3FW15	OLYMPIC DECLINE BENCH	1,195	
Shoulder	G3S20	SHOULDER PRESS	3,300	G3FW40	PREACHER CURL	895	
	G3S23	CONVERGING SHOULDER	3,550	G3FW52	BACK EXTENSION	825	
	G3S21	LATERAL RAISE	3,300	G3FW72	SQUAT RACK	1,495	
Back	G3S22	REAR DELT/FLY	3,875	G3FW73	POWER STATION	1,995	
	G3S30	LAT PULL	2,900	G3FW80	MULTI ADJUSTABLE BENCH	995	
	G3S33	DIVERGING LAT PULL	3,150	G3FW82	ADJUSTABLE BENCH	795	
Arm	G3S31	SEATED ROW	3,400	G3FW81	FLAT BENCH	525	
	G3S34	DIVERGING SEATED ROW	3,675	G3FW83	ADJUSTABLE DECLINE BENCH	795	
	G3S40	ARM CURL	3,150	G3FW84	UTILITY BENCH	595	
Core	G3S42	SEATED DIP	3,350				
	G3S45	TRICEPS EXTENSION	3,000	G3FW91	10 PAIR DUMBBELL RACK	1,095	
	G3S51	ABDOMINAL CRUNCH	3,550	G3FW94	OLYMPIC WEIGHT TREE	595	
Leg	G3S52	BACK EXTENSION	3,550	G3FW96	BARBELL RACK	895	
	G3S55	ROTARY TORSO	3,550	G3FW97	ACCESSORY RACK	695	
	G3S60	DIP/CHIN ASSIST	3,675	CUSTOM UPHOLSTERY UPCHARGE (Per Unit)			50
	G3S70	LEG PRESS	5,550	AURA PLATE LOAD			
	G3S71	LEG EXTENSION	3,400	G3PL13	PL SUPINE BENCH PRESS	1,695	
	G3S72	SEATED LEG CURL	3,400	G3PL14	PL INCLINE BENCH PRESS	1,795	
	G3S73	PRONE LEG CURL	3,300	G3PL23	PL SHOULDER PRESS	1,995	
	G3S74	HIP ADDUCTOR	3,550	G3PL33	PL LAT PULLDOWN	1,995	
	G3S75	HIP ABDUCTOR	3,550	G3PL34	PL SEATED ROW	1,995	
	G3S76	ROTARY HIP	3,875	G3PL50	ABDOMINAL BENCH	1,395	
	G3S77	CALF PRESS	3,775	G3PL62	SMITH MACHINE	3,995	
	CUSTOM UPHOLSTERY UPCHARGE (Per Unit)		50	G3PL70	ANGLED LEG PRESS	3,395	
ULTRA SELECTORIZED				G3PL77	SEATED CALF	1,295	
	G7S13	CONVERGING CHEST PRESS	4,350	G3PL79	SQUAT LUNGE	1,395	
	G7S12	PECTORAL FLY	4,250	CUSTOM UPHOLSTERY UPCHARGE (Per Unit)			50
	G7S23	CONVERGING SHOULDER	4,250	VARSITY SERIES BENCHES & RACKS			
	G7S21	LATERAL RAISE	3,950	G1FW153	Adjustable Incline Bench	525	
	G7S33	DIVERGING LAT PULLDOWN	4,250	G1FW161	Smith Machine	2,695	
	G7S34	DIVERGING SEATED ROW	4,350	CUSTOM UPHOLSTERY UPCHARGE (Per Unit)			50
	G7S40	INDEPENDENT BICEPS CURL	3,950	VARSITY SERIES MULTI STATION			
	G7S42	TRICEPS PRESS	4,250	G1MG30	3-Stack Multi-Gym	5,390	
	G7S51	ABDOMINAL CRUNCH	4,250	CUSTOM UPHOLSTERY UPCHARGE (Per Unit)			150
	G7S52	BACK EXTENSION	4,450	VERSA SELECTORIZED			
	G7S55	ROTARY TORSO	4,450	VS-S13	CONVERGING CHEST PRESS *	2,795	
	G7S70	LEG PRESS	6,750	VS-S22	PEC FLY / REAR DELT	2,795	
	G7S71	LEG EXTENSION	4,250	VS-S23	CONVERGING SHOULDER *	2,995	
	G7S72	SEATED LEG CURL	4,350	VS-S33	DIVERGING LAT PULLDOWN	2,995	
	G7S73	PRONE LEG CURL	4,150	VS-S34	DIVERGING SEATED ROW	2,795	
	G7S74	HIP ADDUCTOR	4,350	VS-S40	BICEP CURL *	2,395	
	G7S75	HIP ABDUCTOR	4,350	VS-S42	TRICEPS PRESS	2,395	
	G7S77	CALF EXTENSION	3,950	VS-S52	BACK EXTENSION *	2,495	
	G7S78	GLUTE	3,950	VS-S53	ABDOMINAL	2,195	
	CUSTOM UPHOLSTERY UPCHARGE (Per Unit)		50	VS-S70	LEG PRESS	3,595	
AURA MULTI STATION				VS-S71	LEG EXTENSION	2,895	
	G3MSFT3	FUNCTIONAL TRAINER 300#	5,890	VS-S72	SEATED LEG CURL	2,695	
	G3MSFT4	FUNCTIONAL TRAINER 400#	6,290	VS-S74	HIP ADDUCTION/ABDUCTION	3,095	
	G3MS20	CABLE CROSSOVER	4,190	VS-S78	GLUTE	2,695	
	G3MS40	4-STACK (LP, LR, TP, AP)	7,890	VS-PLUS	VERSA PLUS PACKAGE	395	
	G3MS50	5-STACK (LP, LR, TP, CX)	10,090	VS-HVY	VERSA HEAVY STACK	175	
	G3MS80	8-STACK (2LP, 2LR, 2TP, CX)	15,290	VS-FTS	VERSA FOOT SUPPORT (*)	79	
	G1MG30	3-Stack Multi-Gym	5,390				
	CUSTOM UPHOLSTERY UPCHARGE Per stack		50				

2015 Price List

Model	Magnum Series - Configurable Multi-stations	List
MG-901	Leg Extension	3,475
MG-902	Prone Leg Curl	3,475
MG-903	Leg Press	4,275
MG-911	Biceps Curl	2,900
MG-922	Chest Press	3,375
MG-921	Lat Pulldown	2,850
MG-DP921	Dual-pulley Lat Pulldown	3,275
MG-926	Low Row	2,850
MG-DP926	Dual-pulley Low Row	3,250
MG-936	Rear Delt / Fly	3,650
MG-937	Dip / Chin Assist	3,650
MG-946	Lat Pulldown / Low Row	3,100
MG-924	Adjustable Crossover	4,200
MG-923	Adjustable Pulley	2,325
MG-DP923	Dual Adjustable Pulley	2,375
MG-942	Triceps Pushdown	2,350
MG-947	Biceps / Triceps	2,600
MG-ADA2220	Chest Press / Row (Wheelchair accessible)	4,175
MG-ADA1121	Biceps / Lat Pulldown (Wheelchair accessible)	4,175
MG-ADA18	Pec Deck (Wheelchair accessible)	4,175
MG-ADA23	Adjustable Pulley (Wheelchair accessible)	3,625

Model	Magnum Series - Free-standing Stations	List
MG-FS901	Free-standing Leg Extension	3,575
MG-FS902	Free-standing Prone Leg Curl	3,575
MG-FS903	Free-standing Leg Press	4,375
MG-FS911	Free-standing Biceps Curl	3,000
MG-FS922	Free-standing Chest Press	3,475
MG-FS921	Free-standing Lat Pulldown	2,950
MG-FSDP92	Free-standing Dual-pulley Lat Pulldown	3,375
MG-FS926	Free-standing Low Row	2,950
MG-FSDP92	Free-standing Dual-pulley Low Row	3,375
MG-FS936	Free-standing Rear Delt / Fly	3,750
MG-FS937	Free-standing Dip / Chin Assist	3,750
MG-FS946	Free-standing Lat Pulldown / Low Row	3,200
MG-FS924	Free-standing Adjustable Crossover	4,300
MG-FS923	Free-standing Adjustable Pulley	2,800
MG-FSDP92	Free-standing Dual Adjustable Pulley	2,900
MG-FS942	Free-standing Triceps Pushdown	2,600
MG-FS947	Free-standing Biceps / Triceps	2,825

Magnum and Varsity

Model	Magnum Series - Plate-loaded	List
MG-A414	Shoulder Press	2,400
MG-A422	Vertical Bench Press	2,525
MG-A416	Supine Bench Press	2,325
MG-A417	Incline Bench Press	2,400
MG-A420	Seated Row	2,400
MG-A435	Lat Pulldown	2,400
MG-A480	Vertical Decline Bench Press	2,525
MG-A50	Hack Squat	3,750
MG-A51	Leg Press	3,750
MG-A53	Seated Calf	1,150
MG-A486	Standing Calf	2,525
MG-405	Reverse Back Extension	2,050
MG-404	Four Way Neck	1750

Model	Magnum Series - Free Weight	List
MG-A78N*	Olympic Flat Bench	915
MG-A78*	Olympic Flat Bench (w/ integrated storage)	1,250
MG-A678N	Breaker Olympic Flat Bench	1,250
MG-A678	Breaker Olympic Flat Bench (w/ integrated)	1,585
MG-A79N*	Olympic Incline Bench	1,000
MG-A79*	Olympic Incline Bench (w/ integrated storage)	1,335
MG-A679N*	Breaker Olympic Incline Bench	1,335
MG-A679*	Breaker Olympic Incline Bench (w/ integrated)	1,670
MG-A80N*	Olympic Decline Bench	1,050
MG-A80*	Olympic Decline Bench (w/ integrated storage)	1,385
MG-A680N*	Breaker Olympic Decline Bench	1,385
MG-A680*	Breaker Olympic Decline Bench (w/ integrated)	1,720
MG-A45N*	Olympic Shoulder Bench	1,385
MG-A45*	Olympic Shoulder Bench (w/ integrated storage)	1,720
MG-A645N*	Breaker Olympic Shoulder Bench	1,715
MG-A645*	Breaker Olympic Shoulder Bench (w/ integrated)	2,050
MG-C895	3-Way Olympic Bench	2,100
MG-A85*	Multi-adjustable Bench	1,050
MG-A59*	Flat Bench	485
MG-A71	Standing Arm Curl	975
MG-A68*	Barbell Rack	815
MG-A63C*	VKR w/Chin	1,375
MG-A62*	Preacher Curl	875
MG-A87*	Utility Bench	600
MG-A67*	Weight Tree	435
MG-A81*	Squat Rack	1,575
MG-A93*	Back Extension Bench	875
MG-A84*	2-tier Dumbbell Rack w/Saddles (10 pr.)	915
MG-A41*	3-tier Dumbbell Rack w/Saddles (10 pr.) - N	895
MG-A42*	3-tier Dumbbell Rack w/Saddles (15 pr.)	1,200
MG-A86*	Multi-adjustable Bench w/Decline	1,150
MG-A44*	3-tier Beauty Bell Rack	575
MG-A61*	Adjustable Decline Bench	875
MG-A77*	Adjustable Ab Bench	1,150
MG-A96*	Glute Ham Bench	1,655
MG-A695	Flat-to-incline Bench w/Horizontal Adjustm	1,150
MG-A688*	3-tier Flat-tray Dumbbell Rack	1,125
MG-A689*	3-tier Flat-tray Dumbbell Rack 6'	1,000
MG-A696*	2-tier Flat-tray Dumbbell Rack	825
MG-A697*	2-tier Flat-tray Dumbbell Rack 6'	765
MG-A301	Horizontal Plate Rack (Ridge Black Color C	540
MG-A303	Attachment Storage Rack (Ridge Black Co	825
MG-A305	Hi-boy Bumper Plate Rack (Ridge Black Co	540
MG-SUP	Step-up Platform w/ Handle	435

Model	Magnum Series - Racks	List
MG-A694	Open Rack 8'	2,850
MG-A694-9	Open Rack 9'	2,900
MG-A690	Half Rack 8'	2,525
MG-A690-7	Half Rack 7'	2,475
MG-A690-9	Half Rack 9'	2,575
MG-A47	Power Rack 8'	3,175
MG-A47-7	Power Rack 7'	3,125
MG-A47-9	Power Rack 9'	3,225
MG-A691	Double Half Rack 8'	4,800
MG-A691-7	Double Half Rack 7'	4,750
MG-A691-9	Double Half Rack 9'	4,850
MG-MR694	MEGA Open Rack 8'	3,950
MG-MR690	MEGA Half Rack 8'	3,800
MG-MR47	MEGA Power Rack 8'	4,200
MG-MR691	MEGA Double Half Rack 8'	6,250
MG-A694N	Open Rack 8' (No Spotter Stands)	2,600
MG-A694-9N	Open Rack 9' (No Spotter Stands)	2,725
MG-A690N	Half Rack 8' (No Spotter Stands)	2,275
MG-A690-7N	Half Rack 7' (No Spotter Stands)	2,200
MG-A690-9N	Half Rack 9' (No Spotter Stands)	2,350
MG-A47N	Power Rack 8' (No Spotter Stands)	2,900
MG-A47-7N	Power Rack 7' (No Spotter Stands)	2,850
MG-A47-9N	Power Rack 9' (No Spotter Stands)	2,975
MG-A691N	Double Rack 8' (No Spotter Stands)	4,550
MG-A691-7N	Double Rack 7' (No Spotter Stands)	4,475
MG-A691-9N	Double Rack 9' (No Spotter Stands)	4,600
MG-MR694N	MEGA Open Rack 8' (No Spotter Stands)	3,700
MG-MR690N	MEGA Half Rack 8' (No Spotter Stands)	3,550
MG-MR47N	MEGA Power Rack 8' (No Spotter Stands)	3,950
MEGA Doub	MEGA Double Half Rack 8' (No Spotter Sta	5,990
Model	Magnum Series - Platforms	List
MG-PS86	6' x 8' w/Hardwood Center (Stand Alone)	2,000
MG-PS88	8' x 8' w/Hardwood Center (Stand Alone)	2,600
MG-A47P	Hardwood Insert w/6' x 8' Platform (for MG-	2,750
MG-RP4794	Solid Rubber Surface Power Platform for M	1,700
MG-A691P	Hardwood Insert w/6' x 8' Platform (1 side d	2,600
MG-RP91	Solid Rubber Surface Power Platform 6' x	1,600
MG-RP86	Solid Rubber Surface Power Platform 8' x 6'	1,190
MG-A690P	Hardwood Insert w/6' x 8' Platform (for MG-	2,600
MG-A694P	Hardwood Insert w/6' x 8' Platform (for MG-	2,850
MG-RP90	Solid Rubber Surface Power Platform (for M	1,600
MG-MR47P	MEGA Hardwood Insert w/6' x 8' Platform (3,050
MG-MRP473	MEGA Solid Rubber Surface Power Platfor	1,875
MG-MR690P	MEGA Hardwood Insert w/6' x 8' Platform (2,850
MG-MRP903	MEGA Solid Rubber Surface Power Platfor	1,750
MG-MR694P	MEGA Hardwood Insert Platform (for Open	3,050
MG-MR691P	MEGA Hardwood Insert Platform (for Doub	2,850

Model	Magnum Series - Rack Options	List
OPT1R	Reverse J-Hooks (Pair)	365
OPT2	Rotating Chin Handles	395
OPT3	Dip Bars	365
OPT3R	Reverse Dip Bars	365
OPT4	3-peg Band Pegs	365
OPT5	2-peg Band Pegs	245
OPT6	Squat Handles (Pair)	205
OPT7	Step-up Platform	500
OPT8	Technique Scoops	795
OPT8R	Reverse Technique Scoops (Pair)	795
OPT10	Custom Platform Logo	595
OPT11	Platform Ramp	160
OPT12	Rotating Chin Handles (Power Racks only)	450
OPT13	Land Mine Attachment	260
OPT14	Name Plate (use on normal rack)	280
OPT15	Name Plate (use on MEGA Rack)	280
OPT18	Name Plate (use on 47 series racks that ha	330
OPT16	Core Handle	110
OPT17	Jammin Arms (Pair)	990
OPT17R	Reverse Jammin Arms (Pair) (for Power Ra	990
OPT17B	Jammin Arms w/ Band Attach (Half Rack/D	1,185
OPT17RB	Reverse Jammin Arms W/ Band A. (Pair) (1,185
OPT21	Safety Arm Storage	155
OPT22	Safety Arm Storage (for MR Series Racks)	205
OPT24	Straight Chin Bar	120
OPT26	Fat Bar J-hooks	390
OPT26R	Reverse Fat Bar J-hooks	390
OPT27AA	Power Rack Coupler Set (Connects 2 A-Se	170
OPT27DD	Power Rack Coupler Set / Connects 2 D-S	170
OPT27AD	Power Rack Coupler Set / Connects 1 A-Se	170
MOPT11	Platform Ramp (for MEGA Power Racks)	130
MOPT13	Land Mine Attachment (for MEGA Power R	215
MOPT29-02	Docking Kit MG MEGA Power Rack w/o Plat	40
MOPT29P-02	Docking Kit MG MEGA Power Rack with Plat	40
OPT29-02	Docking Kit Magnum Power Rack w/o Platf	40
OPT29P-02	Docking Kit Magnum Power Rack with Plat	40
OPT31-02	Battle Rope Attachment - Power Racks	109
MOPT31-02	Battle Rope Attachment - MEGA Racks	109
MAS001	Connection Rung Ladder - 10 ft. Straight (d	1,395
MAS002	Connection Rung Ladder - 8 ft. Straight (or	1,295
MAS003	Connection Rung Ladder - 10 ft. Pitched (d	1,395
MAS004	MAS004	1,295

Model	Varsity Series - Selectorized / Duals	List
VY-6036	Rear Delt / Fly	3,700
VY-6040	Leg Ext. / Prone Leg Curl	3,700
VY-6041	Ab / Low Back	3,700
VY-6042	Biceps / Triceps	3,300
VY-6045	3 Way Press	3,700
VY-6046	Lat Pulldown / Low Row	3,500
VY-6037	Dip / Chin Assist	3,700
VY-6043	Hip Adductor / Abductor	4,100
VY-6010	Rotary Hip	4,350
VY-6003	Leg Press / Calf	4,825

Model	Varsity Series - Free Weight	List
VY-D78	Olympic Flat Bench	625
VY-D79	Olympic Incline Bench	825
VY-D80	Olympic Decline Bench	825
VY-D45	Olympic Shoulder Bench	825

VY-D85A	Multi-adjustble Bench	700
VY-D695	Flat-to-incline Bench w/Horizontal Adjustme	925
VY-D96	Glute Ham Bench	1,075
VY-D306	Horizontal Plate Rack (Ridge Black Color C	325
VY-D59	Flat Bench	335
VY-D61	Adjustable Decline	515
VY-D62	Preacher Curl-Seated	435
VY-D63C	VKR w/chin	875
VY-D77	Adjustble Ab Bench	750
VY-D86	Multi-adjustble Bench w/Decline	790
VY-D87	Utility Bench	380
VY-D93	Back Extension Bench	500
VY-D67C	Weight Tree	275
VY-D67H	Weight Tree w/ Olympic Bar Holders	325
VY-D68	Barbell Rack	580
VY-D70	10-pair Dumbbell Rack	580
VY-D697	2-tier Hex Dumbbell Rack	500

Model	Varsity Series - Plate-loaded	List
VY-M49	Angled Smith Machine	3,350
VY-400	Perfect Squat	2,450
VY-401	Leg Extension	2,175
VY-402	Prone Leg Curl	2,175
VY-431	Biceps Curl	2,100
VY-432	Triceps Extension	2,100

Model	Varsity Series - Racks	List
VY-D694	Open Rack 8'	2,290
VY-D694N	Open Rack 8' (No Spotter Stands)	2,040
VY-D690	Half Rack 8'	2,190
VY-D690N	Half Rack 8' (No Spotter Stands)	1,940
VY-D690-7	Half Rack 7'	2,000
VY-D690-7N	Half Rack 7' (No Spotter Stands)	1,750
VY-D47	Power Rack 8'	2,600
VY-D47N	Power Rack 8' (No Spotter Stands)	2,350
VY-D691	Double Half Rack 8'	3,450
VY-D691N	Double Half Rack 8' (No Spotter Stands)	3,200

Model	Varsity Series - Selectorized / Single Station	List
VY-6001	Leg Extension	3,450
VY-6002	Prone Leg Curl	3,400
VY-6027	Seated Leg Curl	3,575
VY-6011	Biceps Curl	3,175
VY-6012	Triceps Extension	3,175
VY-6014	Shoulder Press	3,450
VY-6020	Seated Row	3,450
VY-6021	Lat Pulldown	3,350
VY-6022	Chest Press	3,575
VY-6214IC	Converging Shoulder Press	3,975
VY-6220IC	Diverging Seated Row	3,975
VY-6222IC	Converging Vertical Chest Press	3,975
VY-6235IC	Diverging Lat Pulldown	3,975
VY-2003M	Medical Leg Press	8,975
VY-2040	Medical Leg Extension / Seated Leg Curl C	5,200

Model	Varsity Series - Multi-station / Funtional Trainers	List
VY-6044	Functional Trainer 2:1	3,800
VY-6047	Functional Trainer 4:1	4,200
VY-6099	Total Body Trainer	3,800
VY-6024	Adjustable Crossover (stand alone only)	3,550
VY-D823	Adjustable Pulley Column - Multi Station or	1,725
VY-D824	Adjustable Pulley Crossover - Multi Station	2,850
VY-D821	Lat Pulldown - Multi Station only	2,300
VY-D826	Low Row - Multi Station only	2,125
VY-D846	Lat Pulldown / Low Row - Multi Station only	2,300
VY-D842	Triceps Pushdown - Multi Station only	1,725
VY-D847	Biceps / Triceps - Multi Station only	2,050
VY-MBT200	Biangular Transformer MBT 200	5,500
VY-VT1	Connecting Tube with Floor Brace	190
VY-VT3	Connecting Tube	160
VY-VCB	Crossover Tube with Chin Bar	150

Model	Varsity Series - Rack Options	List
DOPT1R	Reverse J-hooks (Pair) (for VY-D694 / VY-	370
DOPT3	Dip Bars (for VY-D690 only)	370
DOPT3R	Reverse Dip Bars (for VY-D47 / VY-D694 c	370
DOPT4	3-peg Band Pegs (for VY-D47 / VY-D694 c	370
DOPT5	2-peg Band Pegs (for VY-D690 only)	250
DOPT6	Squat Handles (Pair)	205
DOPT7	Step-up Platform	500
DOPT7R	Reverse Step-up Platform	500
DOPT13	Land Mine Attachment	260
DOPT17	Jammin Arms (Pair)	990
DOPT17R	Reverse Jammin Arms (Pair) (Fits outside	990
DOPT17B	Jammin Arms w/Band Attachment (Pair) (F	1,195
DOP17RB	Reverse Jammin Arms w/Band Attachment	1,195
DOPT25	Straight Chin Bar	100
DOPT26	Fat Bar J-hooks	390
DOPT26R	Reverse Fat Bar J-hooks	390
DOP27DD	Power Rack Coupler Set (Connects 2 D Se	170
DOP27AD	Power Rack Coupler Set (Connects 1 A Se	170
DOPT29-02	Docking Kit Varsity Rack w/o Platform	40
DOPT29P-02	Docking Kit Varsity Rack with Platform	40
DOPT31-02	Battle Rope Attachment - Varsity Racks	109
OPT10	Custom Platform Logo	395
OPT14	Name Plate (use on normal rack)	280
OPT23	Safety Arm Storage	155

Model	Varsity Series - Platforms	List
VY-D47P	VY-D47P	2,995
VY-DRP4794	VY-DRP4794	1,700
VY-D690P	VY-D690P	2,795
VY-DRP90-02	VY-DRP90-02	1,600
VY-DRP91-02	VY-DRP91-02	1,600
VY-D694P	VY-D694P	2,750
VY-D691P	VY-D691P	1,975



July 27, 2015

ADDENDUM NO. THREE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-865**
Dated: **May 11, 2015**
Commodity: **Athletic Apparel, Equipment, & Related Services**
RFP Closing On: **August 6, 2015 at 2:00 p.m. (Eastern)**

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

- 1. QUESTION:** Where is the list of specific items to bid on?

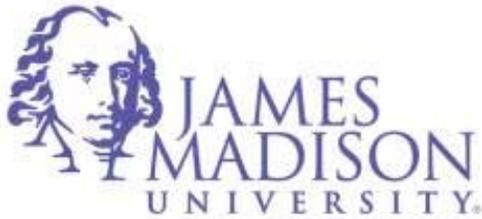
ANSWER: This is not a bid and there are no specific items to submit pricing on. This solicitation is for a term contract for all products and services your firm provides. It is intended to be all-encompassing and not limited to specific items.
- 2. QUESTION:** Will my proposal still be considered if I only offer athletic apparel and not equipment?

ANSWER: Yes, all proposals received will be considered regardless of the quantity or variety of items offered. The intent of this solicitation is to award term contracts to multiple firms for a variety of athletic apparel, equipment, and related services.

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

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior
Phone: (540-568-3137)



July 16, 2015

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-865**
Dated: **May 11, 2015**
Commodity: **Athletic Apparel, Equipment, & Related Services**
RFP Closing On: ~~**July 22, 2015 at 2:00 p.m. (Eastern)**~~
August 6, 2015 at 2:00 p.m. (Eastern)

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

1. The closing date and time has been extended to August 6, 2015 at 2 p.m.

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

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior
Phone: (540-568-3137)



June 9, 2015

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-865**
Dated: **May 11, 2015**
Commodity: **Athletic Apparel, Equipment, & Related Services**
RFP Closing On: ~~**June 17, 2015 at 2:00 p.m. (Eastern)**~~
July 22, 2015 at 2:00 p.m. (Eastern)

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

1. The closing date and time has been extended to July 22, 2015 at 2 p.m.
2. QUESTION: Can you provide your annual athletic spend (by category if possible)?

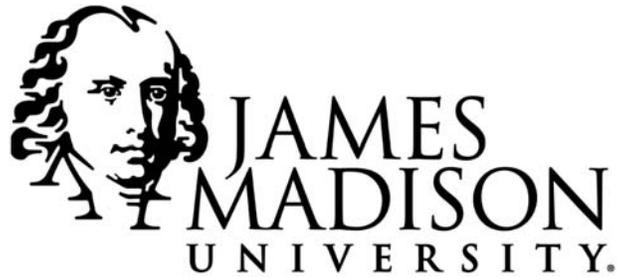
ANSWER: The following is the approximate spend for 2014 actual purchases for JMU Athletics. Nike purchases made by JMU Football, Men's Basketball, and Women's Basketball are excluded due to the University's exclusive contract with Nike for those specific sports. Annual spend by the University Recreation Center (UREC) is also not included in the figures listed below.

Apparel and Team Equipment:	\$404,388.00
Training and Facility Equipment:	\$182,071.00

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

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior
Phone: (540-568-3137)



Request for Proposal

RFP # MLO-865

**Athletic Apparel, Equipment, & Related
Services**

May 11, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # MLO-865

Issue Date: May 11, 2015
Title: Athletic Apparel, Equipment, & Related Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 p.m. on June 17, 2015 For Furnishing The Services Described Herein.

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

All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

_____	By: _____
_____	<i>(Signature in Ink)</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

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

REQUEST FOR PROPOSAL

RFP # MLO-865

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[A.](#) Offeror Data Sheet

[B.](#) SWaM Utilization Plan

[C.](#) Sample of Standard Contract

I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The University sponsors an 18-sport intercollegiate athletics program that competes at The Division I level of the National Collegiate Athletic Association. JMU is also affiliated with the Colonial Athletic Association, of which it was a charter member in 1985, and with the Eastern College Athletic Conference.

JMU has men's athletic programs in baseball, basketball, football, golf, soccer, and tennis. Approximately half of all JMU Football and Men's Basketball contests are currently broadcasted on national and regional television. The balance of games are streamed in HD over free MadiZone platform.

The JMU Athletics Department's vision is to be the NCAA model for the student-athlete experience, distinguished by our academic achievement, integrity, personal development and nationally-competitive programs, and our sports embody that both on and off the field. JMU's football program has been a consistent force over the last two decades, having made the FCS playoffs six times since 2004, including the 2004 National Championship. The programs all have a strong history of CAA and NCAA Championship showings, with Baseball (2011), Basketball (2013) and Soccer (2014) all having won the conference title within the last five years.

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. Many of these sporting events are also streamed in HD over free MadiZone platform.

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. JMU's Women's Lacrosse program has been one of the most prominent programs in the country, having been Nationally Ranked each of the last 26 years, including a Top 10 ranking in 16 of the last 19 years. The Women's Basketball team is one of three programs in the nation to have over 1000 wins as a school, and is also consistently seen inside the Top 25 of most polls. The championship culture doesn't stop with the men, as the women's programs have had just as much success over the last five years as Basketball (2014 & 2015), Cross Country (2011), Golf (2013), Lacrosse (2013), Soccer (2013), Softball (2014), Swimming & Diving (2012), and Track & Field (2012) have all won a CAA Conference Championship.

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 Athletics provides full allotment of NCAA-allowed grants for each intercollegiate program.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University desires to partner with a Contractor(s) to provide quality athletic apparel, equipment, and related services for its athletic programs. JMU may extend marketing opportunities to a Contractor(s) in exchange for apparel, equipment, and related services at no cost to the University or a further discounted rate. Athletic equipment includes but is not limited to protection equipment, bags, fitness equipment, strength and conditioning equipment, etc. The Contractor shall be an authorized reseller of the athletic apparel and equipment being offered. The Contractor shall not ship substitute items without prior approval from James Madison University. The Contractor shall include list price, percentage discount, and JMU price on all quotes and invoices.

Describe in detail your approach to each of the following items. Failure to provide responses to the items below may result in rejection and return of the proposal.

- A. Provide complete catalog and/or link to electronic catalog of all available athletic apparel and equipment being offered. Include published price list or instructions on how to access published price list electronically.
- B. Specify any annual allotments of apparel and equipment that will be provided to JMU free of charge. Describe the ordering and delivery process of free items.
- C. Identify any other offerings to the University in regard to discounts, incentives, etc.
- D. List all contact information for ordering, invoicing, customer service, etc.
- E. Describe experience in working directly with Athletic Coaches to determine needs and provide athletic apparel and equipment. Include method for collaboration for the term of the resulting contract.
- F. Describe in detail communication plan with JMU Athletics, specifically the method in which the University will stay informed of the status of pending orders.
- G. Describe timeframe for providing adequate sample items, material, or color swatches. Identify any potential costs associated with sample items in *Section X. Pricing Schedule*.
- H. Describe delivery options and policies, including in-stock, rush, and manufacturer order for the athletic apparel and equipment being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery in *Section X. Pricing Schedule*.
- I. Specify turnaround time for delivery (*standard, rush, etc.*) of the athletic apparel and equipment being offered.
- J. Describe ability to maintain sufficient stock for timely delivery.

- K. Describe in detail return policy. Identify any associated costs in *Section X. Pricing Schedule*.
- L. Describe available warranties.
- M. Describe quality control process.
- N. Describe the process for replacement of defective, broken, or damaged athletic apparel and equipment. Include ability to provide replacement apparel and equipment within competition time restraints.
- O. Describe equipment re-conditioning services to include the re-conditioning of football helmets, shoulder pads, field equipment, etc. Specify associated costs in *Section X. Pricing Schedule*.
- P. Describe helmet painting services. Specify associated costs in *Section X. Pricing Schedule*.
- Q. Describe embroidery and screen-printing services. Identify associated costs in *Section X. Pricing Schedule*.
- R. Identify any other goods or services being offered to James Madison University.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services as amended by any 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 modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation:

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

specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submits 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 acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal .
3. A written narrative statement to include, but not 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 DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE 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.
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 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 and Minority (SWAM) Businesses
5. Cost

B. **AWARD TO MULTIPLE OFFERORS**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS (Rev. 7/3/14 ABS)

- 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 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, 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 bids or 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 subcontractor(s), 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 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 bid or proposal under this solicitation, the bidder or 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 bidder or 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 \$50,000, 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: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or 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 procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/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:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US 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. **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.
- Z. **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 Number	

City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional two-year period, the contract price(s) for the additional two years shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

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

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-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 DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/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 Minority Business Enterprise (DMBE) by the due date for receipt of bids or 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 DMBE certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-

owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE 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 DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. 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.
- 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. WARRANTY (COMMERICAL): 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 proposal.
- P. 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.
- Q. 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.
- R. DELIVERY NOTIFICATION: James Madison University shall be notified at least 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the individual(s) listed on the specific purchase order.
- S. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand, or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal. The pricing schedule should include percentage discount off list price for specific manufacturers/product lines and/or percentage discount off catalog.

The following sample format should be used when submitting pricing:

Brand X – Apparel: ___% off list price

Brand X – Equipment: ___% off list price

Brand X – Footwear: ___% off list price

XI. ATTACHMENTS

[Attachment A](#): Offeror Data Sheet

[Attachment B](#): Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

[Attachment C](#): Standard Contract Sample

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: _____

RETURN OF THIS PAGE IS REQUIRED

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 Minority Business Enterprise?
Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? 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.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

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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.

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: _____