



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJM4573

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:

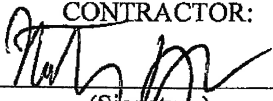
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

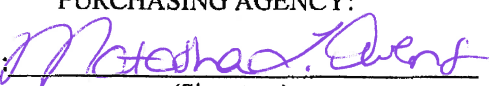
PERIOD OF PERFORMANCE: From April 1, 2016 through March 31, 2017 with four (4) one-year renewal options.

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)
MATAHA 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.

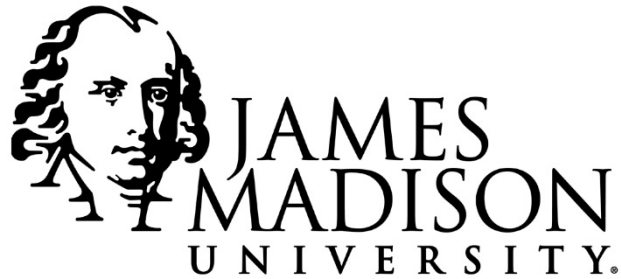
Johnson Health Tech North America, Inc. • 1600 Landmark Drive • Cottage Grove, WI 53527 • p. 608.839.1240 • f. 608.839.1245 • www.johnsonfit.com

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" | 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 | 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 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 | |

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 #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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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.

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.

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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*.

- 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

REQUEST FOR PROPOSAL

RFP # MLO-865

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

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. Return RFP cover sheet and all addenda 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.

210 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 eprocurement 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: <u>Johnson Health Tech North America</u> | <u>08/06/2015</u> | <u>2 pm</u> |
| Name of Offeror | Due Date | Time |

| | |
|----------------------------|---------------------|
| <u>1600 Landmark Drive</u> | <u>RFP# MLO-865</u> |
|----------------------------|---------------------|

Street or Box No.

RFP Number

Cottage Grove, WI 53527

Athletic Apparel, Equipment and Related Services

City, State, Zip Code

RFP Title

Name of Purchasing Officer: Matasha Owens, MPA,VCO

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/offers 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.

- 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
697 The following sample format should be used when submitting pricing:

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

TO BE COMPLETED BY OFFEROR

- Years 22 Months

- | 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 |

- Rob Colls 804 356 1443

- IF YES, EXPLAIN:

18

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.



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

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

MATRIX

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 | | | | | ZMT4000022 | Workout Tracking License | 2,500 |
| | C7xi | C7xi CLIMBMILL w/16" | 12,995 | | ZMT4000023 | Workout Tracking Network App | 3,500 |
| | C7xe | C7xe CLIMBMILL w/15" | 10,995 | | | | |
| | 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 | | | | |
| | | | | | AM-RAP640 | Asset Mgmt RAP, includes install | 3,195 |
| | | | | | AM-RAP641 | Asset Mgmt RAP (Incremental) | 2,295 |
| Ellipticals | ALB7xi | 7xi LOWER BODY ASCENT TRAINER | 12,995 | | AM-DATA | Asset Mgmt Data Fee - per unit | 69 |
| | ALB7xe | 7xe LOWER BODY ASCENT TRAINER | 10,995 | | | | |
| | ALB5X | 5x LOWER BODY ASCENT TRAINER | 8,995 | | ZMD4000643 | PCTV RAP (1st 20 units) incl install | 3,299 |
| | ALB3x | 3x LOWER BODY ASCENT TRAINER | 7,995 | | ZMD4000644 | PCTV RAP (ADD 20 units) incl install | 2,599 |
| | | | | | ZMD4000642 | 7xi & PCTV Gateway Media Server Pack | 2,199 |
| | E7xi | E7xi ELLIPTICAL w/16" | 10,995 | | | | |
| | E7xe | E7xe ELLIPTICAL w/15" | 8,995 | | | | |
| Bikes | E5x | E5x ELLIPTICAL | 6,995 | | | | |
| | E3x | E3x ELLIPTICAL | 5,995 | | ZMD3002555 | MATRIX MYE 15" TV | 1,495 |
| | 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 | | | | |
| Stepper | 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 |
| Rower | | | | | 0000095054 | E3x, H3X / R3X/ U3X / S3X Bracket for TV | 195 |
| | U7xi | U7xi Upright CYCLE w/16" | 7,395 | | 0000095280 | H3xe,R3xe,U3xe,S3xe,A3xe Brkt for TV | 195 |
| | U7xe | U7xe Upright CYCLE w/15" | 5,695 | | 1000211041 | H7X / H7XE Bracket for TV | 195 |
| | U5x | U5x UPRIGHT CYCLE | 3,695 | | 0000090356 | R1X Bracket for TV | 195 |
| | U3x | U3x UPRIGHT CYCLE | 3,295 | | 1000211036 | R7X / R7XE Bracket for TV | 195 |
| | U1x | U1x UPRIGHT CYCLE | 2,695 | | 1000211045 | S7X,S7XE Bracket for TV | 195 |
| | | | | | 1000231007 | T1x-04 Bracket for TV | 195 |
| Group | S7xi | S7xi STEPPER w/16" | 8,495 | | 1000214875 | T1XE,T3XE Bracket for TV | 195 |
| | S7xe | S7xe STEPPER w/15" | 6,395 | | 1000217126 | T3X Bracket for TV | 195 |
| | S5x | S5x STEPPER | 4,395 | | 1000226510 | T5X-07 Bracket for TV | 195 |
| | S3x | S3x STEPPER | 3,895 | | 1000208124 | T7X, T7xe Bracket for TV | 195 |
| | | | | | 0000090374 | U1X Bracket for TV | 195 |
| | Rower-01 | ROWER-01 | 1,495 | | 1000211043 | U7X / U7XE Bracket for TV | 195 |
| | | | | | | | |
| Group | MX-IC7 | MATRIX IC7 Indoor Cycle w/CBC | 2,995 | | | | |
| | MX-IC5 | MATRIX IC5 Indoor Cycle | 2,395 | | | | |
| | 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 -

MATRIX

| 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 | | | | | |
| | G3S71 | LEG EXTENSION | 3,400 | AURA PLATE LOAD | | | | |
| | G3S72 | SEATED LEG CURL | 3,400 | | G3PL13 | PL SUPINE BENCH PRESS | 1,695 | |
| | G3S73 | PRONE LEG CURL | 3,300 | | G3PL14 | PL INCLINE BENCH PRESS | 1,795 | |
| | G3S74 | HIP ADDUCTOR | 3,550 | | G3PL23 | PL SHOULDER PRESS | 1,995 | |
| | G3S75 | HIP ABDUCTOR | 3,550 | | G3PL33 | PL LAT PULLDOWN | 1,995 | |
| | G3S76 | ROTARY HIP | 3,875 | | G3PL34 | PL SEATED ROW | 1,995 | |
| | G3S77 | CALF PRESS | 3,775 | | G3PL50 | ABDOMINAL BENCH | 1,395 | |
| | CUSTOM UPHOLSTERY UPCHARGE (Per Unit) | | 50 | | G3PL62 | SMITH MACHINE | 3,995 | |
| ULTRA SELECTORIZED | | | | | | G3PL70 | ANGLED LEG PRESS | 3,395 |
| | G7S13 | CONVERGING CHEST PRESS | 4,350 | | G3PL77 | SEATED CALF | 1,295 | |
| | G7S12 | PECTORAL FLY | 4,250 | | G3PL79 | SQUAT LUNGE | 1,395 | |
| | G7S23 | CONVERGING SHOULDER | 4,250 | | CUSTOM UPHOLSTERY UPCHARGE (Per Unit) | | | 50 |
| | G7S21 | LATERAL RAISE | 3,950 | VARSITY SERIES BENCHES & RACKS | | | | |
| | G7S33 | DIVERGING LAT PULLDOWN | 4,250 | | G1FW153 | Adjustable Incline Bench | 525 | |
| | G7S34 | DIVERGING SEATED ROW | 4,350 | | G1FW161 | Smith Machine | 2,695 | |
| | G7S40 | INDEPENDENT BICEPS CURL | 3,950 | | CUSTOM UPHOLSTERY UPCHARGE (Per Unit) | | | 50 |
| | G7S42 | TRICEPS PRESS | 4,250 | VARSITY SERIES MULTI STATION | | | | |
| | G7S51 | ABDOMINAL CRUNCH | 4,250 | | G1MG30 | 3-Stack Multi-Gym | 5,390 | |
| | G7S52 | BACK EXTENSION | 4,450 | | CUSTOM UPHOLSTERY UPCHARGE (Per Unit) | | | 150 |
| | G7S55 | ROTARY TORSO | 4,450 | VERSA SELECTORIZED | | | | |
| | G7S70 | LEG PRESS | 6,750 | | VS-S13 | CONVERGING CHEST PRESS * | 2,795 | |
| | G7S71 | LEG EXTENSION | 4,250 | | VS-S22 | PEC FLY / REAR DELT | 2,795 | |
| | G7S72 | SEATED LEG CURL | 4,350 | | VS-S23 | CONVERGING SHOULDER * | 2,995 | |
| | G7S73 | PRONE LEG CURL | 4,150 | | VS-S33 | DIVERGING LAT PULLDOWN | 2,995 | |
| | G7S74 | HIP ADDUCTOR | 4,350 | | VS-S34 | DIVERGING SEATED ROW | 2,795 | |
| | G7S75 | HIP ABDUCTOR | 4,350 | | VS-S40 | BICEP CURL * | 2,395 | |
| | G7S77 | CALF EXTENSION | 3,950 | | VS-S42 | TRICEPS PRESS | 2,395 | |
| | G7S78 | GLUTE | 3,950 | | VS-S52 | BACK EXTENSION * | 2,495 | |
| | CUSTOM UPHOLSTERY UPCHARGE (Per Unit) | | 50 | | VS-S53 | ABDOMINAL | 2,195 | |
| AURA MULTI STATION | | | | | | VS-S70 | LEG PRESS | 3,595 |
| | G3MSFT3 | FUNCTIONAL TRAINER 300# | 5,890 | | VS-S71 | LEG EXTENSION | 2,895 | |
| | G3MSFT4 | FUNCTIONAL TRAINER 400# | 6,290 | | VS-S72 | SEATED LEG CURL | 2,695 | |
| | G3MS20 | CABLE CROSSOVER | 4,190 | | VS-S74 | HIP ADDUCTION/ABDUCTION | 3,095 | |
| | G3MS40 | 4-STACK (LP, LR, TP, AP) | 7,890 | | VS-S78 | GLUTE | 2,695 | |
| | G3MS50 | 5-STACK (LP, LR, TP, CX) | 10,090 | | VS-PLUS | VERSA PLUS PACKAGE | 395 | |
| | G3MS80 | 8-STACK (2LP, 2LR, 2TP, CX) | 15,290 | | VS-HVY | VERSA HEAVY STACK | 175 | |
| | G1MG30 | 3-Stack Multi-Gym | 5,390 | | VS-FTS | VERSA FOOT SUPPORT (*) | 79 | |
| | CUSTOM UPHOLSTERY UPCHARGE Per stack | | 50 | OPTIONS | | | | |

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 Platform | 1,875 |
| MG-MR690P | MEGA Hardwood Insert w/6' x 8' Platform (| 2,850 |
| MG-MRP903 | MEGA Solid Rubber Surface Power Platform | 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) (f | 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 Pl | 40 |
| MOPT29P-02 | Docking Kit MG MEGA Power Rack with Pl | 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 Adjustment | 925 |
| VY-D96 | Glute Ham Bench | 1,075 |
| VY-D306 | Horizontal Plate Rack (Ridge Black Color Co | 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 | Adjustable 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-6214/C | Converging Shoulder Press | 3,975 |
| VY-6220/C | Diverging Seated Row | 3,975 |
| VY-6222/C | Converging Vertical Chest Press | 3,975 |
| VY-6235/C | 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 / Functional 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 d | 370 |
| DOPT4 | 3-peg Band Pegs (for VY-D47 / VY-D694 d | 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 |
| DOPT17RB | 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)?

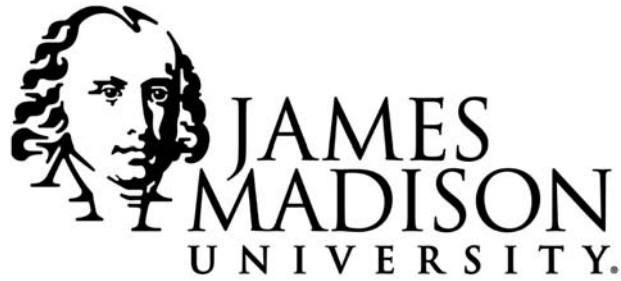
ANSWER: The following is the approximate spend for 2014 actual purchases for JMU Athletics. Nike purchases made by JMU Football, Men's Basketball, and Women's Basketball are excluded due to the University's exclusive contract with Nike for those specific sports. Annual spend by the University Recreation 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: _____ |
| _____ | (Signature in Ink) |
| _____ | Name: _____ |
| _____ | (Please Print) |
| _____ | 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 submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. Return RFP cover sheet and all addenda 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 eprocurement 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/offers 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/offers 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.

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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:_____

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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 B (CNT'D)

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

Procurement Name and Number: _____

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

Date Form Completed

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

Revised 3/20/14 (ABS)

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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: _____