



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU4569

This contract entered into this 25<sup>th</sup> day of March 2016, by Wellness Solutions, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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


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

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

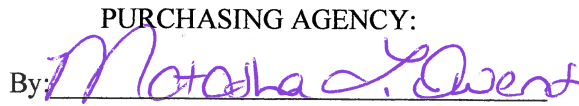
The contract documents shall consist of:

- (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 May 20, 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:  
  
\_\_\_\_\_  
Timothy L. Hipp Jr.  
(Printed Name)

Title: President

PURCHASING AGENCY:  
By:   
\_\_\_\_\_  
(Signature)  
NATASHA OWENS  
\_\_\_\_\_  
(Printed Name)

Title: Buyer Senior



**RFP # MLO-865, Athletic Apparel, Equipment, & Related Services,  
Negotiation Summary for Wellness Solutions, Inc.**

**March 18, 2016**

1. Contractor's pricing schedule is as follows:

<b>WOODWAY</b>	
Product	Discount Off MSRP
All Fitness/Sport Treadmill	5%
Curve/Eco Mill Motorless Treadmill	5%

<b>KEISER</b>	
Product	Discount Off MSRP
All Strength Equipment	12%
M Series Spin Bike/ Elliptical	14%

<b>FREEMOTION</b>	
Product	Discount Off MSRP
FM Selectorized Equipment	20%
FM Cardio Equipment	30%

<b>TROY/ USA SPORTS</b>	
Product	Discount Off MSRP
Weight Plates	20%
Accessories	15%

<b>PERFORM BETTER/ POWER SYSTEMS</b>	
Product	Discount Off MSRP
All units in catalog	12 – 15%

<b>TECHNOGYM</b>	
Product	Discount Off MSRP
Cardio	20%
Selectorized Strength	12%



**RFP # MLO-865, Athletic Apparel, Equipment, & Related Services,  
Negotiation Summary for Wellness Solutions, Inc.**

**March 18, 2016**

<b>DYNAMIC FITNESS</b>	
Product	Discount Off MSRP
All items	25%

<b>TORQUE</b>	
Product	Discount Off MSRP
Selectorized	20%
Free Weight	15%

<b>SPORTSART</b>	
Product	Discount Off MSRP
Cardio	30%
Selectorized	20%
Free Weight	15%

<b>TRUE</b>	
Product	Discount Off MSRP
Cardio	20%
Selectorized Strength	15%

<b>TRX</b>	
Product	Discount Off MSRP
All Items Excluding Outdoor Units	15%

<b>WSI SPORTS FLOORING</b>	
Product	Discount Off MSRP
Rolled/ Tile Rubber	10%
Sheet Vinyl	10%
Turf	10%



**RFP # MLO-865, Athletic Apparel, Equipment, & Related Services,  
Negotiation Summary for Wellness Solutions, Inc.**

**March 18, 2016**

<b>CONCEPT2</b>	
Product	Discount Off MSRP
All Items	12%

<b>SERVICE</b>	
Product	Discount
Preventative Maintenance	10% off hourly service rate
Parts	10% off MSRP

2. Contractor's proposal submitted in response to RFP # MLO-865 is hereby amended as follows:
  - a. Contractor shall pass on exact freight charges to the Purchasing Agency as applicable.
  - b. Contractor shall provide free installation on all equipment purchased by the Purchasing Agency.
  - c. Contractor shall waive all restocking and shipping fees for returns/exchanges.
  - d. At the request of the Purchasing Agency, the Contractor shall provide training to an unlimited number of staff at no additional cost and regardless of order value.
  - e. Contractor shall make an annual donation of 1.5% of all sales with James Madison University to the JMU Duke Club for the duration of the contract. Annual donations shall be based on sales received for each 12 month period and shall be coordinated with the JMU Duke Club. Checks should be made payable to the JMU Foundation and mailed to the following address:

JMU Duke Club  
MSC 0402  
380 University Blvd  
Harrisonburg, VA 22807
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.



# 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](mailto: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:

Wellness Solutions, Inc  
4224 Bragg St  
The Plains, VA 20198

By:   
(Signature in Ink)  
Name: Timothy Hipp Jr.  
(Please Print)  
Title: President

Date: 5/20/2015

Phone: 800-741-4412

Web Address: [www.wsifitness.com](http://www.wsifitness.com)

Fax #: 804-482-4932

Email: [Thipp@wsifitness.com](mailto:Thipp@wsifitness.com)

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.**



## I. Contents

### A. Overview

1. What We Propose
2. Ordering Information
3. Delivery, Install, and Training

### B. Warranty Information

### C. Freight

## II. Overview

**Wellness Solutions, Inc.** would like to thank James Madison University for allowing us to be a part of the bidding process. From the information provided, we propose a complete turnkey wellness environment for everyone who experiences the James Madison University Recreation Center.

Wellness Solutions, Inc. has vast experience in facility and program design, equipment selection, flooring surface application, and implementation of the customer's total package. When we complete a project, a mark of excellence is ingrained in the products and services, and carried on by the staff trained by Wellness Solutions, Inc.

Our intense customer focus has earned us an 85% repeat and referral business development in our customer base of college recreation, college sports, professional sports, medical wellness, and YMCAs. It is our intrinsic belief that the more focused our approach, the better the results. Wellness Solutions, Inc. offers a wide range of products for a select group of customers, allowing us to spend more time to develop the best solution for your needs.

We stand firm behind our 15 years of experience and unparalleled service in education, hands on performance training, relationships within our industry, a clear vision for the future, and a



strong work ethic. Wellness Solutions, Inc. will be a creative and experienced asset to the James Madison University Wellness Team.

Wellness Solutions, Inc. is the proud distributor of Woodway, Keiser, True, Freemotion, and USA Sports equipment.

## A. What We Propose

Wellness Solutions, Inc. agrees to:

- Prepare, stage, deliver, and install the fitness equipment
- Provide training on the use of the fitness equipment
- Maintain, repair, and replace un-repairable fitness equipment
- Dispose of the fitness equipment, and
- Provide technology refreshment

### Primary – Wellness Solutions, Inc.

Price List Current - \*Final number does not include freight

Manufacturer	Products	Discount
<b>Woodway</b>	All Fitness/Sport Treadmill	3% off list price
	Curve/Eco Mill Motorless Treadmill	3% off list price
<b>Keiser</b>	All Strength Equipment	12% off list price
	M Series Spin Bike/Elliptical	14% off list price
<b>FreeMotion</b>	FM Selectorized Equipment	15% off list price
	FM Cardio Equipment	20% off list price
<b>Troy/USA Sports</b>	Weight Plates	20% off list price
	Accessories	15% off list price





**Wellness  
Solutions**  
Helping Others Help Others

<b>Perform Better/Power Systems</b>	All units in catalog	12-15% off list price
<b>Technogym</b>	Technogym Cardio	20% off list price
	Technogym Selectorized Strength	12% off list price
<b>Dynamic Fitness</b>	All items	25% off list price
<b>Torque</b>	Selectorized	20% off list price
	Free Weight	15% off list price
<b>SportsArt</b>	Cardio	30% off list price
	Selectorized	20% off list price
	Free Weight	15% off list price
<b>True</b>	Cardio	20% off list price
	Selectorized Strength	15% off list price
<b>TRX</b>	All items excluding outdoor units	15% off list price
<b>WSI Sports Flooring</b>	Rolled/Tile Rubber	10% off list price
	Sheet Vinyl	10% off list price
	Turf	10% off list price
<b>Service</b>	Preventative Maintenance	10% off hourly rate of service
	Parts	10% off parts
	Training/Strength & Conditioning System	**2 hour minimum charge for all service visits (PM only)
		**no charge for travel – factored in to 2 hour block



## **B. Ordering Information**

Tim Hipp – [thipp@wsifitness.com](mailto:thipp@wsifitness.com) or 703-431-2184

For information regarding invoicing contact:

Accounts Receivable – [support@wsifitness.com](mailto:support@wsifitness.com) or 800-741-4412 ext. 103

## **C. Delivery, Install, and Training**

Wellness Solutions, Inc. understands the need to move quickly and have all equipment in place. Lead times, from the date of order, vary per manufacturer but usually run between 8-10 weeks. The team of Wellness Solutions, Inc. is committed to keeping you informed throughout the orders progression.

Upon ordering:

- Wellness Solutions, Inc. will let you know via email and phone conversation that the order has been submitted to the manufacturer. Within 2-3 days of placing the original order, we will advise you of the manufacturers' estimated date of completion.
- Within 2 weeks of the completion date, you will be given a phone call and sent an email that will include the invoice for the purchases.
- When the truck is loaded at the manufacturers, Wellness Solutions, Inc. will keep you notified, via phone and email, of tracking, delivery, and installation schedules. Our installation company will work to accommodate you in every manner, ensuring that the installation is smooth.

Training and Programming

- Construct and implement a training module that can be implemented by all available staff.
- Module Basis: General to specific. Basic to advanced understanding of programs and functions of each unit class.
- Target population: General students, staff, and faculty. How each population can use the equipment.
- Help motivate Wellness programming within the university to set and standard of health and wellbeing through fitness.

PO Box 349 • The Plains, VA 20198 • 800-741-4412 • 804-482-4932 (fax)  
[sales@wsifitness.com](mailto:sales@wsifitness.com) • [www.wsifitness.com](http://www.wsifitness.com)



- Specific programs can be discussed: General health and wellness, obesity, strength, power, speed, balance.
- Some universities in the past have videoed our training.
- Our service team will present a class for daily maintenance of do's and don'ts.

### **III. All equipment will be covered under a minimum 3 year parts and labor warranty**

### **IV. Freight Cost**

The costs on the enclosed price list DO NOT include freight. You must obtain a freight quote from Wellness Solutions, Inc. to ensure accurate pricing per equipment piece.

### **V. References**

James Madison University	Holly Wade	540-568-8715
University of Virginia	Mike Curtis	434-326-7853
George Mason University	Ethan Carter	703-993-3936
University of Mary Washington	Mark Mermelstein	540-654-1187
Bridgewater College	Dustyn Miller	540-828-5391



## 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. **All catalogs were provided with the original bid documents.**
- 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. **N/A**
- C. Identify any other offerings to the University in regard to discounts, incentives, etc. **N/A**
- D. List all contact information for ordering, invoicing, customer service, etc. **For ordering and customer service please contact Tim Hipp at 703-431-2184 or [thipp@wsifitness.com](mailto:thipp@wsifitness.com). For invoicing please contact accounts receivable at 800-741-4412 ext. 103 or [support@wsifitness.com](mailto:support@wsifitness.com)**
- 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. **Wellness Solutions has over 15 years of experience working directly with athletic directors and/or coaches. We work closely to first determine the needs for the school and athletes, take measurements of space and provide a drawing to show how the equipment will be laid out in the facility, and collaborate with the director/coach to ensure all correct equipment is ordered.**
- 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. **The team at Wellness Solutions stays in constant contact after the order is placed providing updates on the progression of the order. Our inside salesperson and office administrator notify the contact person at the school as to when the order is shipped, provide tracking progress from the**  
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**[sales@wsifitness.com](mailto:sales@wsifitness.com) • [www.wsifitness.com](http://www.wsifitness.com)**



specific carrier, set up an installation date

- 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*. Samples may be provided upon request and, depending on the manufacturer, can be shipped out within 1 week
- 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*. Most athletic equipment is "made to order" when the order is placed. We can ask the manufacturer to put a rush on the order; however, it does take time to build the equipment. Delivery and installation cost are included in the per piece price.
- I. Specify turnaround time for delivery (*standard, rush, etc.*) of the athletic apparel and equipment being offered. Normal turnaround time for athletic equipment is 6-8 weeks upon order. Rush orders will be placed as priority and shipped as soon as the equipment can be built.
- J. Describe ability to maintain sufficient stock for timely delivery. Athletic equipment is made to order.
- K. Describe in detail return policy. Identify any associated costs in *Section X. Pricing Schedule*. No return policy
- L. Describe available warranties. All equipment will be covered under a minimum 3 years parts and labor warranty
- M. Describe quality control process. All units are inspected by QC department from every manufacturer before leaving the plants.
- 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. All repairs are done within 72 hours of being reported, parts are 2<sup>nd</sup> day air, if entire unit needs to be replaced, it will be done within 21 days.
- 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*. N/A
- P. Describe helmet painting services. Specify associated costs in *Section X. Pricing Schedule*. N/A.
- Q. Describe embroidery and screen-printing services. Identify associated costs in *Section X. Pricing Schedule*. N/A

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[sales@wsifitness.com](mailto:sales@wsifitness.com) • [www.wsifitness.com](http://www.wsifitness.com)



- R. Identify any other goods or services being offered to James Madison University. Representatives from Wellness Solutions will provide training, free of charge, on equipment for orders over \$20k.



## VI. VASCUPP Sales

FROM JUNE 2014 – JUNE 2015

- George Mason University - \$5,511.47
- James Madison University - \$535.00
- Old Dominion University - \$0
- Radford University - \$202,361.08
- University of Virginia - \$0
- Virginia Commonwealth - \$0
- Virginia Military Institute - \$0
- Virginia Tech - \$0
- William and Mary - \$0
- Longwood University - \$5,575.83
- University of Mary Washington - \$13,726.21

## 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 12 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 #
James Madison University	5 years	University Recreation MSC 39 Harrisonburg, VA 22807	Holly Bailey 540-568-8712
University of Virginia	5 years	PO 400823 Charlottesville, VA	Mike Curtis 434-982-5400
University of Mary Washington	8 years	1301 College Ave Fredericksburg, VA 22401	Mark Mermelstein 540-654-1187
George Mason University	12 years	4400 University Dr Fairfax, VA 22030	Ethan Carter 703-993-3936
Bridgewater College	7 years	402 East College St College Box 181 Bridgewater, VA 22812	Dustyn Miller 540-828-5391

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

Timothy Hipp – 4224 Bragg St, The Plains, VA 20198

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

[ ] YES [ x ] NO

**RETURN OF THIS PAGE IS REQUIRED**



ATTACHMENT A  
OFFEROR DATA SHEET  
TO BE COMPLETED BY OFFEROR

IF YES, EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## ATTACHMENT B

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

**Offeror Name:** Wellness Solutions **Preparer Name:** Ali Arata  
**Date:** 5/20/2015

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes x No     

If yes, certification number: 652450 Certification date: 9/16/2010

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

If yes, certification number: 652450 Certification date: 9/16/2010

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](http://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:   Athletic Apparel and Equipment RFP MLO-865    
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
 for this Bid/Proposal and Subsequent Contract

  5/20/2015    
 Date Form Completed

Offeror / Proposer:  
Wellness Solutions, Inc  
 Firm

4224 Bragg St, The Plains, VA 20198  
 Address

800-741-4412  
 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)
NOVA Homeworks 44355 Premier Plaza Suite 110 Ashburn, VA 20147	Daniel Reed – 703-380-5790  Lisa Phillips – 703-962-7500		Flooring material Flooring installation		\$289,054.11

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

**RETURN OF THIS PAGE IS REQUIRED**



**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)?

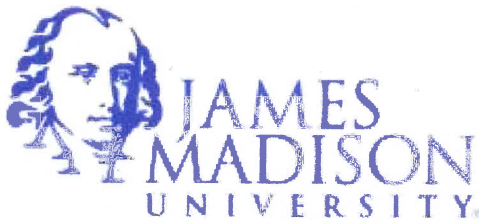
ANSWER: The following is the approximate spend for 2014 actual purchases for JMU Athletics. Nike purchases made by JMU Football, Men's Basketball, and Women's Basketball are excluded due to the University's exclusive contract with Nike for those specific sports. Annual spend by the University Recreation 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)



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)



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 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)?

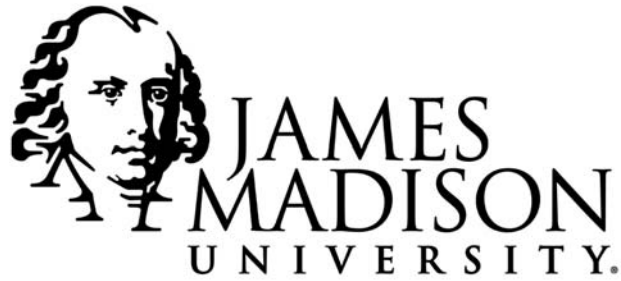
ANSWER: The following is the approximate spend for 2014 actual purchases for JMU Athletics. Nike purchases made by JMU Football, Men's Basketball, and Women's Basketball are excluded due to the University's exclusive contract with Nike for those specific sports. Annual spend by the University Recreation 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](mailto: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*

## ***TABLE OF CONTENTS***

I. PURPOSE .....	Page	1
II. BACKGROUND .....	Page	1
III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION .....	Page	2
IV. STATEMENT OF NEEDS .....	Pages	2 - 3
V. PROPOSAL PREPARATION AND SUBMISSION .....	Pages	3 - 5
VI. EVALUATION AND AWARD CRITERIA.....	Pages	5 - 6
VII. GENERAL TERMS AND CONDITIONS.....	Pages	6 - 12
VIII. SPECIAL TERMS AND CONDITIONS .....	Pages	12 - 16
IX. METHOD OF PAYMENT .....	Page	17
X. PRICING SCHEDULE.....	Page	17
XI. ATTACHMENTS .....	Page	17

[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](http://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](http://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](http://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](http://www.eVA.virginia.gov).

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

purchase order changes.

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

## VIII. SPECIAL TERMS AND CONDITIONS

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

From: \_\_\_\_\_

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



Name of Purchasing Officer: \_\_\_\_\_

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

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

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

- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://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](http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml)

## **X. PRICING SCHEDULE**

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

The following sample format should be used when submitting pricing:

Brand X – Apparel: \_\_\_\_% off list price

Brand X – Equipment: \_\_\_\_% off list price

Brand X – Footwear: \_\_\_\_% off list price

## **XI. ATTACHMENTS**

[Attachment A](#): Offeror Data Sheet

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

[Attachment C](#): Standard Contract Sample

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

Years\_\_\_\_\_ Months\_\_\_\_\_

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

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


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

[ ] YES [ ] NO

IF YES, EXPLAIN:\_\_\_\_\_


**RETURN OF THIS PAGE IS REQUIRED**

## ATTACHMENT B

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

**Offeror Name:** \_\_\_\_\_ **Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

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

Revised 3/20/14 (ABS)

**RETURN OF THIS PAGE IS REQUIRED**



ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. \_\_\_\_\_

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

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

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

**PERIOD OF PERFORMANCE:** From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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: \_\_\_\_\_