



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5001

This contract entered into this 25th day of September 2017, by KBI Music Shoppe 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 January 8, 2018 through January 7, 2020 with two (2) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # DMS-974 dated June 19, 2017:
  - (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;
- (3) The Contractor's Proposal dated July 19, 2017 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated September 15, 2017.

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

CONTRACTOR:  
By: Ricia King  
(Signature)

RICIA KING  
(Printed Name)

Title: Partner

PURCHASING AGENCY:  
By: Dana Simmers  
(Signature)

DANA SIMMERS  
(Printed Name)

Title: Buyer Senior



**RFP # DMS-974, Band Instrument Repair Services  
Negotiation Summary for KBI Music Shoppe**

**09/15/17**

1. Contractor's pricing schedule for the Purchasing Agency is attached.
2. Purchasing Agency shall pay a 1.5% processing fee for charge card transactions.
3. Contractor has disclosed all potential fees. Additional charges will not be accepted.

**KBI Music Shoppe Pricing - This is 10% off our list price**

Repair Description	Piccolo	Flute/Flute open hole	Open Hole	Clarinets- Eb,Bb,A	Alto/Bass/Contra Clarinet		Oboe/ English Horn	Bassoon	Alto Sax	Tenor Sax	Bari Sax
Cleaning	23.00	27.00	27.00	27.00	32.00		-	-	32.00	36.00	41.00
Pad Replacement (All)	175.00	175.00	216.00	170.00	225/270/315		333.00	360.00	338.00	382.00	450.00
Pad Replacement (Single)	10.00	10.00	14.00	10.00	11.00		11.00	14.00	11.00	11.00	11.00
Tenon Cork	11.00	-		11.00	14.00		11.00	16.00	-	-	-
Head Cork Replacement	11.00	11.00		-	-		-	-	-	-	-
Neck Cork Replacement	-	-		-	14.00		-	-	14.00	14.00	14.00
Bocal Repair	-	-		-	-		Hourly	Hourly	-	-	-
Key Soldering	23.00	23.00		23.00	23.00		23.00	23.00	23.00	23.00	23.00
Post Soldering	14.00	22.50		-	23.00				14.00	14.00	14.00
Swedging	14.00	14.00		14.00	14.00		14.00	14.00	14.00	14.00	14.00
Spring Replacement (single)	14.00	14.00		14.00	14.00		14.00	14.00	14.00	14.00	14.00
Spring Replacement (all)	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring
Small-Large dent removal	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68
Crack Pinning	27.00	-		27.00	27.00		27.00	27.00	-	-	-
Key Adjustment	27.00	27-32		27-32	36/41/49		\$41-50	49.00	32.00	41.00	50.00
Key Replacement (Cost plus part)	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00
General Adjustment/PC	86.00	\$86-122		\$81-86	\$108/113/122		\$113-122	140.00	104.00	113.00	122.00
Complete * Overhaul **	315.00	405.00		428.00	\$486/900/1490		765.00	990.00	1,053.00	1,138.50	2,079.00
Case Repair	14-45	14-45		14-45	14-45		14-45	14-45	14-45	14-45	14-45

\* Plating is an additional charge

\*\* Prices subject to change

**KBI Music Shoppe Pricing - This is 10% off our list price**

Repair Description	Trumpet	F Horn	F Horn (double)	Tenor Trombone	Bass Trombone	Baritone/Euphonium	Tuba/Sousaphone
Valve Casing Repair	14-49	14-49	14-49	14-49	14-49	14-49	14-49
Valve Button Replacement	14+part	-	-	-	14+part	14+part	14+part
Valve Spring Replacement	14 set	18 set	22 set	-	14 set	14 set	14 set
Valve Felt Ring Replacement	14 set	-	-	-	-	14 set	14 set
Valve Trombone Guide Repair and/or Replacement	4 per guide	-	-	4 per guide	-	9 per guide	9 per guide
Trombone Slide Dent Removal				Hourly Rate	Hourly Rate		
Water Key Replacement	23+part	23+part	23+part	23+part	23+part	23+part	23+part
Water Key Soldering	\$14	\$14	\$14	\$14	\$14	\$14	\$14
Water Key Cork Replacement	\$14	\$14	\$14	\$14	\$14	\$14	\$14
Brace Soldering	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder
Post Soldering	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder
Lead Pipe Straightening	14-27	14-27	14-27	14-27	14-27	14-27	14-27
Re-stringing rotors		14 per/36 all	14 per/36 all	14 per/36 all	14 per/36 all		
Small-Large Dent Removal	22-67	22-67	22-67	22-67	22-67	22-67	22-67
Bell Smoothing/Straightening	22-67	22-67	22-67	22-67	22-67	22-67	22-67
Return to Playing Condition	45	67	85	60-72	80	72-90	113-135
Complete Overhaul * ** ***	415-550	\$1,075	\$1,650	445-565	910-995	1325-1975	4250-4950
Case Repair	14-45	14-45	14-45	14-45	14-45	14-45	14-45

\* Plating is extra

\*\* Prices subject to change

\*\*\*Does not include shipping

**KBI Music Shoppe - This is 10% off our list price**

<b>Repair Description</b>	<b>Field Snare</b>	<b>Concert Snare</b>	<b>Tenors</b>	<b>Bass Drums</b>	<b>Timpani</b>	<b>Mallets/Vibes</b>
Batter Head Replacement	23-100	23-100	27-45 per drum	54-160	135-185	-
Snare Head Replacment	23-100	23-100	-	-	-	-
Snare Replacement	23-63	23-63	-	-	-	-
Throw-off Replacement	36-72	36-72	-	-	-	-
Single Lug Repair	13-35	13-35	13-35	13-35	13-35	-
Lug Casing Repair	18-90	18-90	18-90	18-90	-	-
Harness Repair	23-90	-	23-90	23-90	-	23-90
Re-beveling	By Quote	By Quote	By Quote	By Quote	By Quote	-
Timpani Pedal Assembly Repair	-	-	-	-	By Quote	-
Mallet Frame Repair	-	-	-	-	-	By Quote
Percussion Wheel Replacement	-	-	-	By Quote	By Quote	By Quote
Drum Shell Repair	By Quote	By Quote	By Quote	By Quote	By Quote	By Quote

**REQUEST FOR PROPOSAL**  
**RFP # DMS-974**

**Issue Date:** June 19, 2017  
**Title:** Band Instrument Repair 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 Two Years with Two (2) Additional Two (2) Year Options.

**Sealed Proposals Will Be Received Until 2:00 p.m. on July 19, 2017 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: DANA SIMMERS, Buyer Senior Procurement Services, [simmerdm@jmu.edu](mailto:simmerdm@jmu.edu) 540/568-5113 (Fax) 540/568-7935 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:

KBI Music Shoppe

4950 Southpoint Drive

Fredericksburgs, VA 22407

Date: 7/19/17

Web Address: <http://www.kbimusicshoppe.com>

Email: [kbimusicshoppe@gmail.com](mailto:kbimusicshoppe@gmail.com)

By: Ricia King  
(Signature in Ink)

Name: Ricia King

(Please Print)

Title: Owner

Phone: (540) 891-7800

Fax #: (540) 891-8400

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

X YES; ☐ NO; IF YES ⇒⇒ X SMALL; X WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

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

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kbimusicshoppe@gmail.com  
[www.kbimusicshoppe.com](http://www.kbimusicshoppe.com)

KBI Music Shoppe  
4950 Southpoint Drive  
Fredericksburg, VA 22407  
Phone: 540-891-7800  
Fax: 540-891-8400

**PROJECT TITLE:** BAND INSTRUMENT REPAIR SERVICES  
[COMMONWEALTH OF VA- JMU RFP #DMS-974]

**DESCRIPTION:** KBI MUSIC SHOPPE LLC Is prepared to provide all services outlined in RFP# DMS-974 for the Commonwealth of VA- JMU as outlined in our cost, schedule, and performance proposal in response to the RFP.

**ENCLOSURES:**

- (1) Request for Proposal
- (2) Specifications
- (3) Statement of Needs
- (4) Detailed Price List
- (5) Employee Bios
- (6) Attachment A
- (7) Attachment B
- (8) VASCUPP Member Sales - Invoice VCU
- (9) References
- (10) Employee Biographies
- (11) Individual Work Order Example
- (12) State Corporation Commission Certificate
- (13) Action of Sole Organizer KBI Music Shoppe
- (14) W-9
- (15) Map and Directions

**INTRODUCTION:** KBI MUSIC SHOPPE LLC is a Small Disabled Veteran and Woman Owned business that was established in 2009 as KBI Repair providing Musical Instrument Maintenance Service. In 2012, the business developed into a full service band music provider offering lessons, rentals, repairs & accessories. With this expansion in service, establishing an LLC under KBI Music Shoppe was appropriate. KBI MUSIC SHOPPE is owned by Ricia & Daniel King and is located at the address indicated at the top right corner of this page and is the location for all transactions and services performed. The Commonwealth of Virginia State Corporation Commission (SCC) Identification Number is [S431431-8]. Partners Ricia & Daniel King's home address is 5916 Sunlight Mountain Road, Spotsylvania, Virginia, 22553.

**SUMMARY:** KBI MUSIC SHOPPE has a performance history with 32 schools covering five counties and has a clear understanding of the requirements outlined in the RFP. This includes but is not limited to; pickup/delivery schedules, service timelines, work ticket requirements, and emergency service requirements.



-Pickup and Delivery schedules are at the discretion of the University. Close coordination with KBI Music Shoppe is desired in order to facilitate the best use of time regarding logistics. We also offer a routine pickup and delivery schedule throughout the school year. This can be flexed to meet Professor or student requirements on an as needed basis given that adequate notification of need is submitted in a timely manner.

-Service timelines are clearly understood as outlined in the RFP. Historically, similar timelines have been met for various school programs, most notably being the consolidated contract with Stafford County Schools for the past six years.

-Service ticket requirements as outlined in the RFP are a Standard Operating Procedure (SOP) for routine operations at KBI MUSIC SHOPPE. No work will begin without a purchase order and an invoice of all services performed is submitted to the billing authority once work is complete.

-Emergency service requirements are understood and can be met pending parts availability. In the event that parts cannot be fabricated or acquired in time, a loaner instrument will be provided (if available and necessary) free of charge in order to not disrupt a performance schedule. KBI MUSIC SHOPPE has historically responded to Emergency Repair Requests by offering pick-up and drop-off outside of the routine scheduled runs in order to not disrupt the Director's rigorous schedule resulting from an upcoming performance or event.

Since its inception, KBI MUSIC SHOPPE has serviced over 10,000 instruments spanning five counties and 32 schools. There are three Repair Technicians on staff that have a combined 38 years of repair experience. Our technician's biographies are attached in enclosure (9). All three technicians are active members of the National Association of Professional Band Instrument Repair Technicians (NAPBIRT). A brief summary of their experience is listed:

-Daniel King, PMP®

- Repairing Band Instruments since (1991)
- Graduate of Red Wing Band Instrument Repair (1997)
- NAPBIRT Clinician for tool fabrication
- M.A. HRMG, Webster University
- PMP® (Project Management Professional) through PMI

-Abigail Weyant

- Graduate of Red Wing Band Instrument Repair (2015)
- Bachelors Degree, Music Education, JMU (2014)
- NAPBIRT Member
- Requested Clinician for Teacher Development Program
- Career Day Presenter for local County Schools

-William "Lee" Hirschmann

- Graduate of Roberto-Venn School of Luthiery (2007)
- Graduate of Red Wing Band Instrument Repair (2011)
- NAPBIRT Clinician for Band & Orchestral Repair

<http://www.redwingmusicrepair.org/>  
<http://www.roberto-venn.com/>  
<http://www.napbirt.org/>

While Orchestral Instrument Repair is new to the KBI family of services, we have acquired a highly seasoned and well-respected Luthier in Lee Hirschmann as an employee. Lee is often sought as a clinician to teach Stringed Instrument Repair to the NAPBIRT community of technicians.

***This Proposal was prepared and submitted without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.***

Statement of Needs and KBI Music Shoppe's Operating Procedures in response of these needs

1. Provide discounted percent off published list price for all instrument and accessory repair services.

*KBI Music Shoppe's Dealer Net Pricing is being proposed for RFP # DMS-974 and is, in general, ten percent off of the retail pricing of repair work. Another advantage that KBI provides with this proposal is the cost of parts. KBI will provide any required parts for service at our dealer cost plus ten percent for shipping if necessary. If free shipping is provided to us from the supplier, then no additional costs will be added. KBI's Dealer Net Price list is included as Enclosure 1.*

2. Ownership of all band instruments shall remain with the university. The contractor shall have full responsibility for the costs of any damage or loss of instruments caused by the negligence of the contractor or contractor's employees. Describe how the university shall be reimbursed by the contractor for any instrument damaged by neglect or carelessness in the instrument repair process.

*KBI intends to use the same chain of custody procedures that it has been using since its inception. This means there is a document that indicates a change in possession of any equipment that KBI is contracted to service. While equipment is going through the servicing process, KBI assumes all responsibility for the care and well being of all equipment. KBI also assumes liability for all costs involved with repairing or replacing equipment if it is determined that KBI was negligent or at fault. KBI will reimburse James Madison University directly and in the method desired by the University, whether it be an issued check from the account of KBI or an electronic transfer of funds.*

3. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with band instrument repair services as described herein.

*KBI Music Shoppe's repair facility is modernized to industry standards and possesses all necessary tooling to meet the demand of this RFP. Modern equipment examples include but are not limited to; a large ultrasonic cleaner capable of cleaning full size Tubas and Sousaphones, a Magnahelic machine for woodwind testing, and MDRS (Magnetic Dent Removal System). When chemicals are necessary, we use environmentally safe agents procured exclusively through PolyChem (<http://www.uspoly.com/>). All materials used are procured through several sources that cater directly to the wind instrument repair industry. These materials, at the very minimum, meet OEM specifications and in most cases, exceed them.*

*The shop supervisor is PMP® certified, has a M.A. in Resource Management, a 4.0 Graduate from one of the most reputable Instrument Repair Schools in the world, and has performed tens of thousands of wind instrument repairs. He continues to realize efficiencies that continue to increase throughput each year. KBI's repair shop has typically processed 750-800 repairs over the summer break with a 'surge' year reaching 1,100. With the latest addition of another highly experienced technician (Lee Hirschmann), KBI throughput will be stabilized at over 1,300 repairs with a surge capability of 1,500 for the summer break.*

*All instruments stay under the positive control of KBI Music Shoppe while going through the repair process. All Repair Technicians are distinguished graduates from the Red Wing Technical College Band Instrument Repair Program (Now known as Minnesota Southeast Technical, [http://www.southeastmn.edu/academic\\_programs/program/Default.aspx?pid=9](http://www.southeastmn.edu/academic_programs/program/Default.aspx?pid=9)) All services performed will happen at KBI Music Shoppe's Repair Facility. Our technicians have performed repairs for the most seasoned of professional musicians. After a repair is complete, it is not only play tested by the technician, a second opinion / play-test from another technician will also be*

*performed. KBI currently performs work for 32 schools across five counties. Several reference letters from these institutions are included as enclosures to this proposal.*

4. Describe how the offeror's ability to provide transportation of all equipment and materials when picking up the equipment as well as returning to James Madison University.

*KBI possesses organic transportation for any load that is roughly 100 instruments or less and is exploring options to procure the organic ability to transport larger loads. In the event that a single pickup exceeds weight and cubed space of what KBI possesses, transportation will be rented in the form of a 3-5 ton truck that has covered and secured cargo space.*

5. Specify any costs associated with transportation of instruments from James Madison University.

*KBI assumes all costs associated with transporting instruments to the repair facility and back to the University. If expedited shipping is needed due to an emergent situation, some cost may be factored into the cost of the repair. This cost would be itemized on the repair ticket along with the shipping receipt for validation.*

6. Describe how the offeror will determine and convey time frame for immediate instrument repair services.

*KBI's standard operating practice for all repairs is to retrieve the instrument, assess the repairs necessary in order to return the instrument to various states of playing condition, and then provide the requestor with the results and the timeframes involved with each level of repair. If an immediate repair is needed, KBI would need notification no later than 11:00am the day of request in order for personal pick up on that day. After 11:00am, expedited shipping through FedEx or UPS will be available if it is necessary that an instrument gets transported immediately and cannot wait until the next working day. Transportation fees may be factored into overall cost of an urgent repair situation.*

*Our technicians travel with a basic tool set and may be able to perform the repair on-site. With the use of today's advanced communication methods, pictures and/or descriptions could be sent prior to a technician departing KBI which would guide them on what tools to bring in order to perform an on-site repair in the most correct manner.*

7. It is the university's expectation that all repairs during the summer months be completed and returned one (1) week before the beginning of pre-season rehearsals (usually 3<sup>rd</sup> week of August). Describe offeror's ability to meet this request.

*KBI has consistently met such timelines for schools across five counties for many years. The metric that we use is 12 to 15 per day plus two days. The two days are the pick up and drop off day and the 12 to 15 per day is the usual amount of instruments KBI can properly service. For example; if the University wishes to send 60 instruments, it would take KBI four to five days to service with a day for pick up and a day for drop off. There would be a seven day turnaround in this scenario. If a situation arises where a part is not on hand and had to be ordered, KBI would make every effort to get that part within the timeframe of the order. If that is not possible and is out of KBI's control, a notification/request will be sent to the Contracting Officer's Representative (COR) asking for an extension until the part can be delivered.*

8. Describe offeror's warranty policy.

*KBI's warranty on all repairs is 90 days. If a repair is deemed to be defective within 90 days, KBI will cover all associated costs with returning the instrument to playing condition involving the previous repair. Any negligence that may have caused the repair to fail will not be covered. Negligence includes, but is not limited to, improper storage of instrument, improper or inappropriate use, and any intentional damage. If it is our professional opinion that situations such as this arise, KBI will contact the Contracting Officer's Representative (COR) with discussions to determine the best course of action that is mutually beneficial.*

9. When an instrument has been repaired and it does not meet university standards, describe the university's ability to return an instrument to the offeror for repair at no additional cost.

*In the unlikely event that a repair does not meet University standards, KBI will retrieve the instrument, conduct a failure analysis between KBI and the recipient of the instrument and then perform all appropriate corrective action necessary in order to set the conditions for success for the person playing the instrument. The COR will be kept apprised of all interactions between University personnel and KBI throughout the failure analysis and corrective action process. A final disposition of the event will be submitted to the COR and also retained by KBI throughout the life of the contract.*

10. Quantity of instruments to be serviced will vary. Acknowledge understanding that the university will not guarantee a certain quantity of instruments to be serviced.

*KBI approaches this contract as an Indefinite Delivery / Indefinite Quantity (ID/IQ) scenario. To KBI, this means that there is no set schedule on amount of instrument submitted for repair and is entirely at the discretion of the University.*

11. Describe offeror's ability to provide an itemized repair ticket with each instrument when it is returned to the university.

*KBI uses Accounting and Inventory Management Systems Integration (AIMsi) software. This software is the industry standard in the Repair and Music Store industry. It produces a work ticket for each instrument serviced and itemizes all work performed. An example ticket is attached with this proposal as Enclosure (XX)*

KBI Music Shoppe Pricing - This is 10% off our list price											
Repair Description	Piccolo	Flute/Flute open hole	Open Hole	Clarinets-Eb,Bb,A	Alto/Bass/Contra Clarinet		Oboe/English Horn	Bassoon	Alto Sax	Tenor Sax	Bari Sax
Cleaning	23.00	27.00	27.00	27.00	32.00		-	-	32.00	36.00	41.00
Pad Replacement (All)	175.00	175.00	216.00	170.00	225/270/315		333.00	360.00	338.00	382.00	450.00
Pad Replacement (Single)	10.00	10.00	14.00	10.00	11.00		11.00	14.00	11.00	11.00	11.00
Tenon Cork	11.00	-		11.00	14.00		11.00	16.00	-	-	-
Head Cork Replacment	11.00	11.00		-	-		-	-	-	-	-
Neck Cork Replacement	-	-		-	14.00		-	-	14.00	14.00	14.00
Bocal Repair	-	-		-	-		Hourly	Hourly	-	-	-
Key Soldering	23.00	23.00		23.00	23.00		23.00	23.00	23.00	23.00	23.00
Post Soldering	14.00	22.50		-	23.00				14.00	14.00	14.00
Swedging	14.00	14.00		14.00	14.00		14.00	14.00	14.00	14.00	14.00
Spring Replacement (single)	14.00	14.00		14.00	14.00		14.00	14.00	14.00	14.00	14.00
Spring Replacement (all)	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring	9 per spring
Small-Large dent removal	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68	22 / 68
Crack Pinning	27.00	-		27.00	27.00		27.00	27.00	-	-	-
Key Adjustment	27.00	27-32		27-32	36/41/49		\$41-50	49.00	32.00	41.00	50.00
Key Replacement (Cost plus part)	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00
General Adjustment/PC	86.00	\$86-122		\$81-86	\$108/113/122		\$113-122	140.00	104.00	113.00	122.00
Complete * Overhaul **	315.00	405.00		428.00	\$486/900/1490		765.00	990.00	1,053.00	1,138.50	2,079.00
Case Repair	14-45	14-45		14-45	14-45		14-45	14-45	14-45	14-45	14-45

\* Plating is an additional charge

\*\* Prices subject to change

**KBI Music Shoppe Pricing - This is 10% off our list price**

<b>Repair Description</b>	<b>Trumpet</b>	<b>F Horn</b>	<b>F Horn (double)</b>	<b>Tenor Trombone</b>	<b>Bass Trombone</b>	<b>Baritone/Euphonium</b>	<b>Tuba/Sousaphone</b>
Valve Casing Repair	14-49	14-49	14-49	14-49	14-49	14-49	14-49
Valve Button Replacement	14+part	-	-	-	14+part	14+part	14+part
Valve Spring Replacement	14 set	18 set	22 set	-	14 set	14 set	14 set
Valve Felt Ring Replacement	14 set	-	-	-	-	14 set	14 set
Valve Trombone Guide Repair and/or Replacement	4 per guide	-	-	4 per guide	-	9 per guide	9 per guide
Trombone Slide Dent Removal				Hourly Rate	Hourly Rate		
Water Key Replacement	23+part	23+part	23+part	23+part	23+part	23+part	23+part
Water Key Soldering	\$14	\$14	\$14	\$14	\$14	\$14	\$14
Water Key Cork Replacement	\$14	\$14	\$14	\$14	\$14	\$14	\$14
Brace Soldering	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder
Post Soldering	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder	13 per solder
Lead Pipe Straightening	14-27	14-27	14-27	14-27	14-27	14-27	14-27
Re-stringing rotors		14 per/36 all	14 per/36 all	14 per/36 all	14 per/36 all		
Small-Large Dent Removal	22-67	22-67	22-67	22-67	22-67	22-67	22-67
Bell Smoothing/Straightening	22-67	22-67	22-67	22-67	22-67	22-67	22-67
Return to Playing Condition	45	67	85	60-72	80	72-90	113-135
Complete Overhaul * ** ***	415-550	\$1,075	\$1,650	445-565	910-995	1325-1975	4250-4950
Case Repair	14-45	14-45	14-45	14-45	14-45	14-45	14-45
* Plating is extra ** Prices subject to change ***Does not include shipping							



**KBI Music Shoppe - This is 10% off our list price**

<b>Repair Description</b>	<b>Field Snare</b>	<b>Concert Snare</b>	<b>Tenors</b>	<b>Bass Drums</b>	<b>Timpani</b>	<b>Mallets/Vibes</b>
Batter Head Replacement	23-100	23-100	27-45 per drum	54-160	135-185	-
Snare Head Replacment	23-100	23-100	-	-	-	-
Snare Replacement	23-63	23-63	-	-	-	-
Throw-off Replacement	36-72	36-72	-	-	-	-
Single Lug Repair	13-35	13-35	13-35	13-35	13-35	-
Lug Casing Repair	18-90	18-90	18-90	18-90	-	-
Harness Repair	23-90	-	23-90	23-90	-	23-90
Re-beveling	By Quote	By Quote	By Quote	By Quote	By Quote	-
Timpani Pedal Assembly Repair	-	-	-	-	By Quote	-
Mallet Frame Repair	-	-	-	-	-	By Quote
Percussion Wheel Replacement	-	-	-	By Quote	By Quote	By Quote
Drum Shell Repair	By Quote	By Quote	By Quote	By Quote	By Quote	By Quote

## **EMPLOYEE BIO**

### **Daniel King**

Dan is a retired Marine who spent 12 years in the Marine Corps Band playing trumpet and repairing instruments. Dan worked as an apprentice from 1991-1996 at three different Marine Corps Bands and then attended Red Wing Technical College in Minnesota for the 1996-97 school year graduating with a 4.0 in the Band Instrument Repair Program. While stationed in Southern California, he provided services for local music stores and schools. He has performed professionally across the Pacific Rim, for President Bush (41) and with the late Michael Kamen.

In 2009, Dan and his wife Ricia, started KBI Repair in order to provide local schools and the community an option for wind instrument repair services. After a couple of years of operation, KBI Repair was transitioned to KBI Music Shoppe and is a full service Band and Orchestra store and repair shop.

Dan holds an M.A. in Human Resource Management and is PMP® certified.

Dan is a member of NAPBIRT- National Association of Professional Band Instrument Repair Technicians. He has been a clinician at the NAPBIRT Annual Conference multiple times sharing his ideas on tool construction and ideas for a repair shop. He is on the advisory committee of Red Wing and assists in evaluating the program and potential changes to the Band Instrument Repair Program.

## **EMPLOYEE BIO**

### **Abigail Weyant**

Abby Weyant is a graduate of James Madison University with a Bachelor of Music in Music Education 2014, and Minnesota State College - Southeast Technical with an AAS in Band Instrument Repair 2015 with a 4.0 GPA. She has worked at KBI Music Shoppe since June of 2015 primarily as a Band Instrument Repair Technician, but also is cross trained in all aspects of store functions. Since joining the KBI Music Shoppe team, Abby has performed in excess of 1000 instrument repairs for members of the community, Stafford, and Spotsylvania County band programs. She also has mentored three employees in working various aspects of daily store operations.

Abby uses her skills as a licensed music educator and repair tech to teach students of all levels and ages in the Spotsylvania, Stafford and Fredericksburg area. She has participated as a clinician in Spotsylvania County's Chancellor Middle School's annual Career Fair, and assists middle school Band Directors pair beginning students with an instrument. Abby has also presented instrument repair by request of the JMU National Association for Music Education Collegiate (NAFMEC) chapter President, and a Stafford County Professional Development Seminar for music teachers, affording music teachers opportunity to gain quick fix repair techniques while earning CEU's.

Abby is currently a member of NAPBIRT, the National Association for Professional Band Instrument Technicians, and routinely attends conferences. She is also a member of Pi Kappa Lambda, a music honor society; and the Phi Theta Kappa Honor Society.

Abby also holds a flute studio in Stafford and Spotsylvania Counties, and is the Director of FIFE, the Fredericksburg Innovative Flute Ensemble. She has also been a flute instructor at KBI since January of 2016. Abby is currently a principal member of the UMW Philharmonic Orchestra, Spotswood Baptist Church Orchestra, and Fredericksburg Community Band.

## **EMPLOYEE BIO**

### **Lee Hirschmann**

Lee Hirschmann grew up in a very mechanically inclined and musical family. Since the 6th grade, he knew that he wanted to build and repair musical instruments. He has 20 years' experience playing musical instruments, 11 years of retail experience and has worked in every aspect of music retail from managing music stores, teaching private lessons, repairs, sales, customer service and having his own repair business for stringed instruments. Lee has been building guitars since 2003.

In 2007, Lee graduated from Roberto-Venn School of Luthiery and started Hirschmann's Guitar Repair, servicing instruments for private customers and many local music stores, studios and local music venues. In addition to repairing, he continued building custom and prototype guitars for Pat Murray Guitar Co.

In 2011, Lee graduated from Minnesota State College, Southeast Technical, Red Wing's BIRT program with a 4.0 GPA. After graduation, he worked at the Music & Arts refurb center in Frederick, MD. He worked full time at Bill's Music House. During his time at Bill's, he's hosted many back-to-school nights, guest taught and lectured at local colleges, hosted emergency repair services at adjudications, competitions, and has exhibited at MEA conferences.

Lee has been involved with KBI repair operations since the summer of 2016.

## 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 8 Months 4

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#
--------	-------------------	---------	-----------------------

1. Duane Costin	5 years	Colonial Forge/Monticello/ VCU	804-240-7974
-----------------	---------	--------------------------------	--------------

2. Stafford County Schools	6 years	31 Stafford Ave, Stafford, VA	Annamarie Bollino 540-658-6000
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3. Chancellor HS	8 years	6300 Harrison Rd, Fredericksburg, VA	Ryan Addair 540-226-9164
------------------	---------	--------------------------------------	--------------------------

4. Thornburg MS	2 years	6929 Roxbury Rd, Spotsylvania, VA	Jordan Patterson 540-273-4950
-----------------	---------	-----------------------------------	-------------------------------

5. Freedom MS	7 years	7315 Smith Station Rd, Fredericksburg, VA	Chris Hoovler 540-455-3546
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

KBI Music Shoppe- Ricia King

4950 Southpoint Drive

Fredericksburg, VA 22407

3. **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

IF YES, EXPLAIN:

## ATTACHMENT B

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

**Offeror Name: KBI MUSIC SHOPPPE**

**Preparer Name: Ricia King**

**Date: July 19, 2017**

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

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

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

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***

## ATTACHMENT B (FURTHER EXPLANATION)

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

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

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

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

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

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

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

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

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

KBI Music Shoppe is compelled to answer ‘NO’ to each of these questions due only to lack of certification. The owners have conducted a thorough review and have determined that once certified, KBI Music Shoppe will be able to answer ‘YES’ to each question. The appropriate applications have been filled out and submitted. The owner’s review of requirements found that KBI Music Shoppe meets all requirements for a ‘YES’ answer to each of the four questions. Certification will be filed with the University once confirmation is received.

726880 is the tracking number for the SWaM certification if the University has access to review or validate that submission has occurred.



# KBI Music Shoppe

4950 Southpoint Drive  
Fredericksburg VA 22407

(540) 891-7800

## INVOICE

INVOICE	DATE
M35487	05/31/2017 11:40a
ACCT	EMPL ID
5622	JXCORDAN
RA	PO
	EP2574166

**Bill To:** Attn: Accts Payable& Supp Svs  
VA Commonwealth University  
Box 980327  
Richmond VA 23298

M35487

QTY	DESCRIPTION	PRICE EA	EXTENDED	TOTAL
Srl# 046	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35487	0.00		
Srl# 0110020	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35488	0.00		
Srl# 0706020	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35489	0.00		
Srl# 0808080	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35490	0.00		
Srl# 0613144	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35491	0.00		
Srl# 0611129	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35492	0.00		
Srl# 0512233	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35493	0.00		
Srl# 0512232	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	Ticket# 35494	0.00		
Srl# 0611105	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00

# KBI Music Shoppe

4950 Southpoint Drive  
Fredericksburg VA 22407

(540) 891-7800

## INVOICE

INVOICE	DATE
M35487	05/31/2017 11:40a
ACCT	EMPL ID
5622	JXCORDAN
RA	PO
	EP2574166

**Bill To:** Attn: Accts Payable& Supp Svs  
VA Commonwealth University  
Box 980327  
Richmond VA 23298

M35487

QTY	DESCRIPTION	PRICE EA	EXTENDED	TOTAL
	<b>Ticket# 35495</b>	0.00		
Srl# 0511074	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	<b>Ticket# 35496</b>	0.00		
Srl# 0613137	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	<b>Ticket# 35497</b>	0.00		
Srl# 5051	Schiller Marching Tuba			
1	Clean/Solder	160.00	160.00	160.00
	<b>Ticket# 35498</b>	0.00		

SUBTOTAL

Tax

<sup>19</sup>  
TOTAL

BALANCE

1920.00

1920.00

0.00

To Whom It May Concern,

I have had the pleasure of KBI Music Shoppe performing my instrument repairs for six years and across three institutions, most recently for the Virginia Commonwealth University Pep Band, "The Peppas". They have become my first choice in any band instrument repair situation.

In an industry dominated by "big box music stores/repair shops", Dan and Ricia have earned my trust by upholding the highest ethical and musical standards. KBI repair services are top notch in every aspect. Each repair is given a detailed explanation on what was done, why it was done, and is to the level that would satisfy any level of musician. They make every effort to meet any timeline that my organization needs in order to meet reporting dates for summer camps and spring concert season. In the terms of timeliness, quality of work, and price, they have exceeded my expectations each time.

As an alumni of James Madison University Music, I am well aware of the high standards that must be upheld regarding the maintenance of instruments owned by the University. KBI Music Shoppe receives the highest recommendation I can give for any institution that is considering them for maintenance and repair services.

All the best,

Duane Coston, Director  
Virginia Commonwealth University  
"Peppas" Athletic Band



Chris Hoovler  
Director of Bands  
Freedom Middle School

**Date 1/10/17**

7315 Smith Station Road  
Fredericksburg, VA 22407  
**T** 540-548-1030  
**F** 540-786-0782  
choovler@ms.spotsylvania.k12.va.us  
[www.myfreedomband.org](http://www.myfreedomband.org)

To Whom it May Concern,

I am writing on behalf of KBI Music Shoppe based in Spotsylvania, Virginia. In working with them, I can say with all honesty that they provide a valuable, timely, and most importantly a quality service in instrument repair. From the time the instrument goes to repair to the time I get it back has been faster than any other business I have worked with. Each repair is carefully done, and each instrument is returned as expected - fully repaired. Unfortunately, there are simply too many repair facilities doing sub-par work just to see an instrument returned in a manner of weeks for the same issue. Not true with KBI Music Shoppe. They have consistently demonstrated a superior grade of repair, cost effectiveness, and customer support. I have used them for over four years and have been extremely satisfied with every job I have asked them to do.

Sincerely,

Christopher P. Hoovler  
Director of Bands  
Freedom Middle School

# **THORNBURG MIDDLE SCHOOL**

**6929 N. Roxbury Mill Road  
SPOTSYLVANIA, VIRGINIA 22551**

Kirk O. Tower, Principal  
Kimberly T. Cusack, Assistant Principal  
Sue Coleman, Instructional Coordinator  
Darryl Green, Counseling Department Director  
Kellie Krenzer, Administrative Intern  
Natasha Bailey, Administrative Intern

Main Office (540) 582-7600  
Fax (540) 582-7606  
Guidance (540) 582-7603  
Guidance Fax (540) 582-7604  
[www.spotsylvania.k12.va.us/tms](http://www.spotsylvania.k12.va.us/tms)

To whom it may concern:

My name is Jordan Patterson and I am the band director at Thornburg Middle School in Spotsylvania, Virginia. I am happy to write a letter of recommendation on behalf of KBI Music Shoppe. As a teacher with three years of experience but a new teacher in the county of Spotsylvania, I have multiple new systems and methods to adapt to. One of the major hurdles for me has been instrument repair, obtaining instruments and supplies, and having these services in a timely manner. KBI has fulfilled these requests and more.

Ricia and Dan King are extremely helpful in the areas of obtaining instruments and supplies. As a middle school band director, renting and/or owning an instrument can be a scary experience for parents. KBI makes a point to come talk to these parents to ease their fears and to answer any questions. I believe that some of the students I currently have would not be in band if it were not for all of the help that KBI provides with regards to obtaining instruments and supplies. Furthermore, as a middle school band director, my students quickly use supplies such as reeds. Any time that I have emailed Ricia and asked for these supplies, she gets them to me either that very day or the one after; thanks to Ricia and Dan, my students have not had to go without at all this year!

Even more importantly, Ricia and Dan have been phenomenal and completely dependable when it comes to repairs. Once again, as a middle school director, it is almost an everyday occurrence in which a student comes up to me with an instrument problem due to misuse or poor maintenance. All I have to do when this happens is email or text Ricia and Dan, and that very day or the day after one of them comes to pick up my instrument. The wonderful service does not stop there; once the student receives the instrument back, it plays like new! Dan does exquisite work on repairing instruments.

Lastly, Dan and Ricia not only provide fast and above-average service, but they are also extremely pleasant to work with. I find their demeanor to be approachable and eager; Dan exudes passion for fixing instruments and Ricia could not be more willing to help out her customers. I could not think of a better company to recommend for a business opportunity than KBI Music Shoppe.

With my highest regards,  
Jordan Patterson, Thornburg Middle School Band Director

KBI Music Shoppe is a family owned music store in Fredericksburg, Virginia. They are operated by musicians for musicians with a concentration in instrument repairs, rentals, and lessons. I have personally witnessed their operation and the quality of work. As the current Band and Orchestra director for Spotsylvania High School, I was thrilled to hear that KBI would be expanding to include stringed instrument repairs.

Quality: All instrument repairs technicians at KBI are trained professionals. This is evident in the level of detail and craftsmanship that goes into each instrument repair. I have never had an instrument returned that had not met my standards. Students need quality repairs in order to create quality performances. It's important to me that each of my instruments is handled by a professional.

Efficiency: You cannot beat the efficiency of KBI's repair shop. KBI picks up and delivers all instruments. This is an incredibly important service as the amount of work that goes into running two music programs (Band and Orchestra) creates a lot of challenges for one director. The curbside pick-up and drop off at my school is not only a great convenience but a vital component to keeping my program running with instruments in students' hands. KBI is always willing to work with my schedule to ensure that I have what I need when I need it.

Trust: Most importantly, I know I will always get fair and reasonable pricing with an honest assessment of my instrument repairs. KBI does not feel like a "for profit" business. It is evident that they truly care about the community and the success of our students. Though KBI may be a small family owned business, their work, passion, and commitment to the arts are big. Having a one-stop-shop for all of my instrument repairs is a great way to maximize my budget while allowing me to streamline my program. KBI receives my highest recommendation for all your band and string needs.

Brian Jacobs – Director of Instrumental Music, Spotsylvania High School

[bjacobs@spotsylvania.k12.va.us](mailto:bjacobs@spotsylvania.k12.va.us)



DEBORAH FRAZIER  
PRINCIPAL

MARI LYNN  
INSTRUCTIONAL COORDINATOR



ERIC WRIGHT, ED. D.  
ASSISTANT PRINCIPAL

MICHELLE ATKINS  
DIRECTOR OF COUNSELING

**CHANCELLOR MIDDLE SCHOOL**  
6320 HARRISON ROAD  
FREDERICKSBURG, VA 22407  
PHONE: (540) 786-8099 FAX: (540) 785-9392  
[www.spotsylvania.k12.va.us](http://www.spotsylvania.k12.va.us)

**OUR MISSION:** *"TO PROVIDE FOR EXCELLENCE IN SCHOLARSHIP, CITIZENSHIP, AND LEADERSHIP WHILE PREPARING OUR STUDENTS FOR SUCCESS IN A GLOBAL SOCIETY."*

---

22 May 2017

To Whom It May Concern,

It is an honor and privilege for me to recommend KBI Music Shoppe to Stafford County Schools. I am the director of bands at Chancellor Middle School in Spotsylvania County, and have worked with Dan and Ricia King for nearly eighth years. The Kings consistently deliver quality service, a high level of professionalism, and are extremely dependable. I recommend them to fellow teachers, musicians, parents, and students regularly.

Making the best use of resources is a top priority to any band director. When I send an instrument for repair to KBI, I know that it will be returned quickly, in good working order, will not need repair again for some time, and has been done at a reasonable rate. This is beneficial to my band program not only financially, but in that they provide students the opportunity to use instruments that are reliably and efficiently maintained.

Dan and Ricia are committed to customer satisfaction. They respond quickly to inquiries, provided pick-up and delivery services, and seek to be a part of the music community in our area. The Kings regularly attend All County and All District events in our area, but not as concert-goers. They arrive hours before the performance to meet the band directors, and come prepared to offer repair services if needed. One of my students had their french horn repaired in minutes on the day of a concert thanks to KBI. Their recently-updated facility offers not only accessories and rentals, but private lessons and classes that support and enrich the music community in our area.

I look forward to continuing business with KBI, knowing they are committed to the best interests of my band program and its students. I hope that Stafford County Schools welcomes the opportunity to work with Dan and Ricia King.

Regards,

Jennifer Lewis





# *Mountain View High School Bands*

2135 Mountain View Road • Stafford, Virginia 22556 • (540) 658-6840

*Douglas C. Armstrong, Director of Bands*

March 13, 2013

To Whom It May Concern:

I am pleased to write this letter of reference to recommend KBI Music Shoppe and its proprietors, Dan and Ricia King, to you.

KBI has been the servicing and repairing the musical instrument inventory at Mountain View High School for the past two years. The quality of their work is outstanding and repairs are always done in a timely manner. Their friendly and personal approach makes doing business with KBI Music Shoppe a pleasure.

I was fortunate to attend a seminar on basic instrument repair for band directors that was conducted by Dan King in October of 2012. The focus was on basic instrument adjustments and repairs that could be done quickly and easily in the average band room. The material was presented in an easy-to-understand manner, was well organized and extremely helpful to every participant. Dan's knowledge of not only instruments, but the instrument manufacture and repair industry is outstanding and his lecture was both informative and highly enjoyable.

Both Dan and Ricia King go out of their way to make our instrument repair experience as "hassle-free" as possible. They pick up and return instruments in a very timely manner and are readily available for advice or consultation on instrument repair, purchase or rental.

It is my pleasure to recommend Dan and Ricia King and KBI Music Shoppe for their sales, service, professionalism and the friendly manner in which they conduct their business.

Sincerely,

Douglas C. Armstrong  
Director of Bands, Mountain View High School  
Past-President, Virginia Band and Orchestra Directors Association  
Virginia State Chair, American School Band Directors Association  
2003 Virginia Teacher of the Year

# KBI Music Shoppe

4950 Southpoint Drive  
Fredericksburg VA 22407

(540) 891-7800

## Work Order

Work Order	DATE
37273	07/02/2017 2:14p
ACCT	EMPL ID
1101	RKING
	PO

**Bill To:** Ricia King  
5916 Sunlight Mountain Rd  
Spotsylvania VA 22553  
United States

QTY	DESCRIPTION	PRICE EA	EXTENDED	TOTAL
Entry Date: 07/02/2017      Est Comp: 07/05/2017				
Srl# FL711274      Desc: Flute ( Open Hole)				
Mfg: FIDELIS      Model:				
1	Head Cork	13.00	13.00	13.00
1	Regulate	35.00	35.00	35.00
1	Clean/Polish	30.00	30.00	30.00
1	Silver Solder	25.00	25.00	25.00
1	Pad	16.00	16.00	16.00
1	Soft Solder	15.00	15.00	15.00
SAMPLE WORK ORDER				

SUBTOTAL	134.00
TOTAL	134.00
AMOUNT RECEIVED	0.00
BALANCE	134.00
DEPOSIT	

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, November 30, 2012*

*This is to certify that the certificate of organization of*

**KBI Music Shoppe LLC**

*was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: November 30, 2012*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

SCCID NO - 8431431-8



**ACTION OF SOLE ORGANIZER**

**OF**

**KBI Music Shoppe LLC**

The undersigned, being the sole organizer of **KBI Music Shoppe LLC**, a **Virginia** Limited Liability Company (the "Company"), does hereby approve and adopt the following resolutions:

**Election of Members**

RESOLVED, that the following persons are hereby elected as the members of the Limited Liability Company to serve until the first annual meeting of the members or until their successors are duly elected and qualified:

Ricia King, 5916 Sunlight Mountain Road, Spotsylvania, Virginia 22553

Daniel King, 5916 Sunlight Mountain Road, Spotsylvania, Virginia 22553

**The undersigned, upon completion of this Action of Organizer, shall have no further responsibilities or obligations to the Limited Liability Company in his capacity as sole organizer.**

**Dated:** DEC 06 2012



---

**Business Filings Incorporated, Organizer**  
**Mark Williams, A.V.P.**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>KBI MUSIC SHOPPE, LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>4950 SOUTHPPOINT DRVIE</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>FREDERICKSBURG, VA 22407</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	6	-	1	5	7	9	6	8 7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Bena King, Partner*

Date ▶ *5/12/17*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

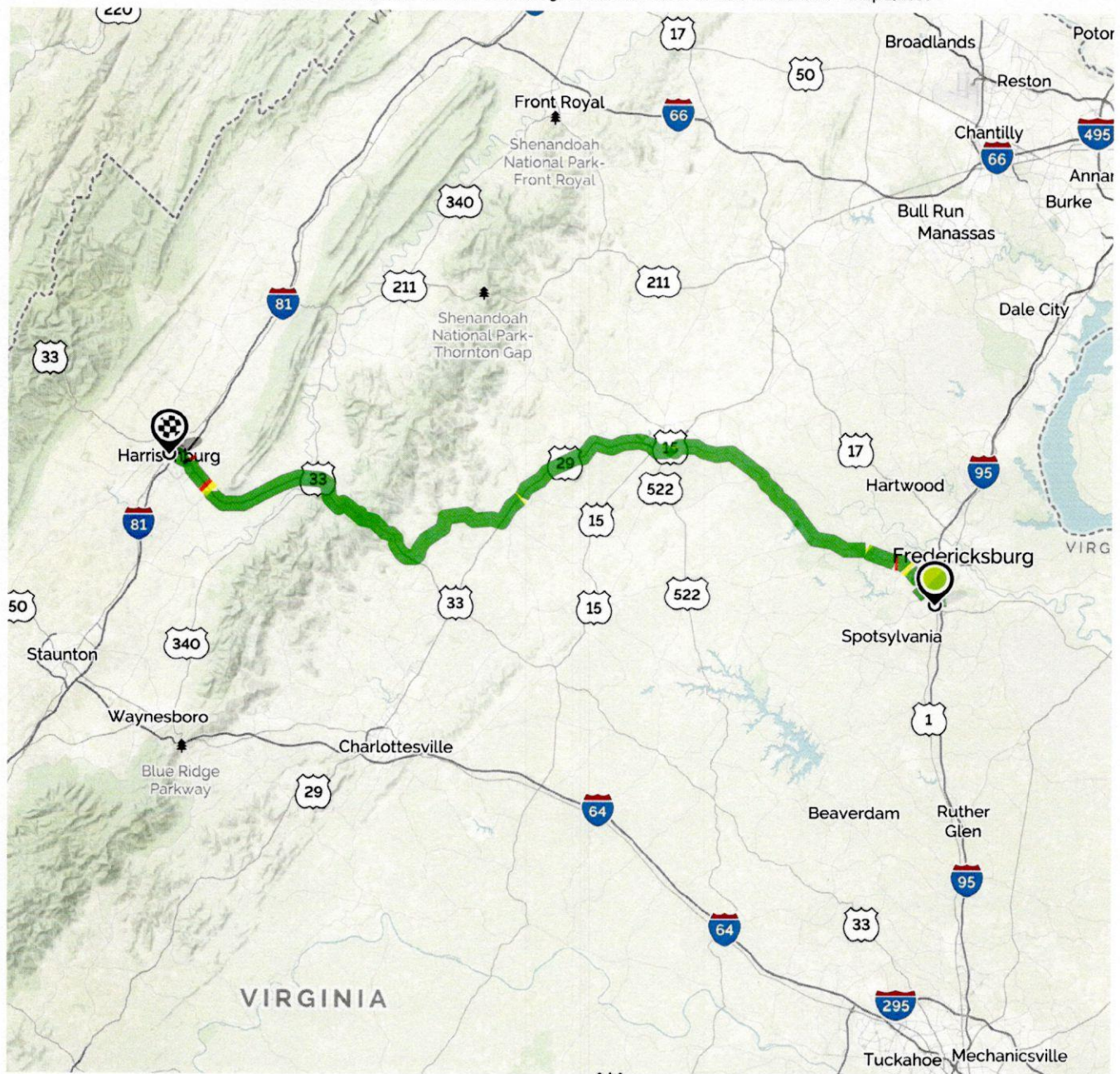
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





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## YOUR TRIP TO:

Jmu

**2 HR 3 MIN | 96.5 MI** **Est. fuel cost: \$5.45**

Trip time based on traffic conditions as of 1:30 PM on July 2, 2017. Current Traffic: Moderate

1. Start out going **northwest** on Southpoint Dr toward Southpoint Plaza Way.

Then 0.16 miles

0.16 total miles

2. Turn **right** onto Jefferson Davis Hwy/US-1 N/US-17 N.

Then 0.14 miles

0.30 total miles

3. Take the 1st **left** onto Southpoint Pkwy.

Then 1.27 miles

1.57 total miles

4. Turn **left** onto Courthouse Rd/VA-208.*Courthouse Rd is 0.1 miles past Ballantraye Dr.**If you are on Rollingwood Dr and reach Phyllis Ln you've gone about 0.1 miles too far.*

Then 0.76 miles

2.32 total miles

5. Take the 3rd **right** onto Leavells Rd.*Leavells Rd is 0.3 miles past Woodland Dr.*

Then 2.12 miles

4.44 total miles

6. Turn **left** onto Harrison Rd.*If you are on Salem Church Rd and reach Salem Run Blvd you've gone about 0.4 miles too far.*

Then 2.35 miles

6.79 total miles

7. Turn **left** onto Plank Rd/VA-3. Continue to follow VA-3.*VA-3 is 0.3 miles past Old Plank Rd.*

Then 27.20 miles

33.99 total miles

8. Merge onto US-29 S via the ramp on the **left** toward **Charlottesville/Orange**.*If you reach Rabbit Run you've gone a little too far.*

Then 15.86 miles

49.85 total miles



9. US-29 S becomes N Seminole Trl.

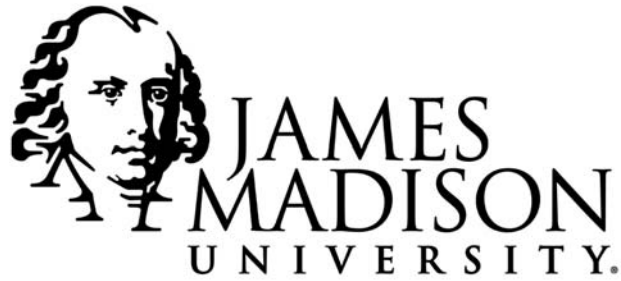
Then 0.32 miles

50.17 total miles



- ↑ 10. Stay **straight** to go onto US-29 S/N Seminole Trl.  
Then 3.89 miles 54.06 total miles
- ↗ 11. Turn **right** onto Wolfstown Hood Rd/VA-230. Continue to follow VA-230.  
*VA-230 is just past Oak Hill Ct.*  
Then 10.82 miles 64.88 total miles
- ↗ 12. Turn **right** onto Main St/US-33 Bus W. Continue to follow US-33 Bus W.  
Then 1.15 miles 66.02 total miles
- ↗ 13. Turn **slight right** onto Spotswood Trl E/US-33 W. Continue to follow US-33 W.  
*US-33 W is 0.4 miles past Reservoir Dr.*  
Then 28.53 miles 94.56 total miles
- ↶ 14. Turn **left** onto University Blvd.  
*University Blvd is just past Terri Dr.*  
*If you reach Toni St you've gone a little too far.*  
Then 0.72 miles 95.27 total miles
- ↗ 15. Turn **right** onto Reservoir St.  
*Reservoir St is just past Medical Ave.*  
*If you reach Carrier Dr you've gone about 0.3 miles too far.*  
Then 0.17 miles 95.45 total miles
- ↶ 16. Take the 1st **left** onto Soccer Field Service Dr.  
Then 0.18 miles 95.63 total miles
- ↗ 17. Turn **right** onto Carrier Dr.  
Then 0.81 miles 96.44 total miles
- ↗ 18. Take the 1st **right** onto Bluestone Dr.  
*Bluestone Dr is 0.3 miles past Cisat Service Dr.*  
Then 0.01 miles 96.45 total miles
- 📍 19. Jmu, 261 Bluestone Dr, Harrisonburg, VA, 261 BLUESTONE DR is on the **left**.  
*If you reach Frederickson Service Dr you've gone a little too far.*

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



# Request for Proposal

## **RFP # DMS-974**

### **Band Instrument Repair Services**

**June 19, 2017**



**REQUEST FOR PROPOSAL**  
**RFP # DMS-974**

**Issue Date:** June 19, 2017  
**Title:** Band Instrument Repair 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 Two Years with Two (2) Additional Two (2) Year Options.

**Sealed Proposals Will Be Received Until 2:00 p.m. on July 19, 2017 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: DANA SIMMERS, Buyer Senior Procurement Services, [simmerdm@jmu.edu](mailto:simmerdm@jmu.edu) 540/568-5113 (Fax) 540/568-7935 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; ☐ Micro

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

# ***REQUEST FOR PROPOSAL***

*RFP # DMS-974*

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide band instrument repair services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for two (2) years with an option to renew for two additional two-year periods.

## **II. BACKGROUND**

The James Madison University School of Music offers comprehensive undergraduate and graduate music programs and is accredited by the National Association of Schools of Music. The School supports six (6) internationally renowned athletic and concert bands, as well as many award winning instrumental ensembles. Below is a descriptive sampling.

The Marching Royal Dukes, a 450-member marching band at James Madison University. Since being established in 1972, the band has established an impressive tradition of excellence both on campus and abroad. As the largest and most visible student organization on campus, the band is an important and active ambassador of the JMU community. The membership represents students from all majors and departments on campus. The Band has taken 6 tours of Europe, and has made 3 appearances in the Macy's Thanksgiving Day Parade – soon to make their 4<sup>th</sup> (2018).

The JMU percussion ensemble encompasses a number of performing groups. These include the concert ensemble, a marching percussion ensemble, marimba ensemble, percussion theater, and steel drum band, as well as many small chamber groups.

The JMU Brass Band is one of only a few collegiate brass bands in the United States. The band won the North American Brass Band Association Honors Section Champion title in 2004 and 2005 and was runner-up in the North American Brass Band Association Championship Section in 2006 and 2007. In the summer of 2008, the ensemble embarked on a concert tour of England and Wales.

The JMU Jazz Ensemble has performed at the Kennedy Center's Millennium Stage in Washington, DC, the Montreux International Jazz and Blues Festival, the North Sea Jazz Festival, and the Virginia Music Educator's Association annual convention. The JMU Jazz Ensemble hosts the annual Tri-State Jazz Festival for all ages, now in its 37th year.

## **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 seeks a contractor/s with extremely high standards to customer service and quality, in an effort to extend the life and retain the appearance of the university's band instruments. This solicitation is to provide full service to any instrument repair needs the JMU School of Music may have. These repair services will range from percussion, woodwind and brass wind instruments.

The majority of band instrument repair services will need to be done between the months of May and August. The marching band will need instruments returned by the start of summer band rehearsals the middle of August. The JMU School of Music will need instruments returned a week before commencement of fall classes at the end of August.

1. Provide discounted percent off published list price for all instrument and accessory repair services.
2. Ownership of all band instruments shall remain with the university. The contractor shall have full responsibility for the costs of any damage or loss of instruments caused by the negligence of the contractor or contractor's employees. Describe how the university shall be reimbursed by the contractor for any instrument damaged by neglect or carelessness in the instrument repair process.
3. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with band instrument repair services as described herein.
4. Describe how the offeror's ability to provide transportation of all equipment and materials when picking up the equipment as well as returning to James Madison University.
5. Specify any costs associated with transportation of instruments from James Madison University.
6. Describe how the offeror will determine and convey time frame for immediate instrument repair services.
7. It is the university's expectation that all repairs during the summer months be completed and returned one (1) week before the beginning of pre-season rehearsals (usually 3<sup>rd</sup> week of August) Describe offeror's ability to meet this request.
8. Describe offeror's warranty policy.
9. When an instrument has been repaired and it does not meet university standards, describe the university's ability to return an instrument to the offeror for repair at no additional cost.
10. Quantity of instruments to be serviced will vary. Acknowledge understanding that the university will not guarantee a certain quantity of instruments to be serviced.
11. Describe offeror's ability to provide an itemized repair ticket with each instrument when it is returned to the 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 three (3) 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 Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include



businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](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:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	30
2. Qualifications and experience of Offeror in providing the goods/services.	20
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	20
	<hr/> 100

- 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** (Revised 8/18/15 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 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 proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$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:** An 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 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-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 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **PRICING CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offered prices in 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.

## 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
<hr/>		
Street or Box No.	RFP Number	
<hr/>		
City, State, Zip Code	RFP Title	
<hr/>		

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 two (2) successive two 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 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract,

the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. 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. 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.

- 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.

## **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/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## **X. PRICING SCHEDULE**

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

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

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

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


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

[ ] YES [ ] NO

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


## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***

## ATTACHMENT B (CNT'D)

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

Procurement Name and Number: \_\_\_\_\_  
Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Proposal and Subsequent Contract

\_\_\_\_\_  
Date Form Completed

Offeror / Proposer:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person/No.

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

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

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

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

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

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

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

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

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

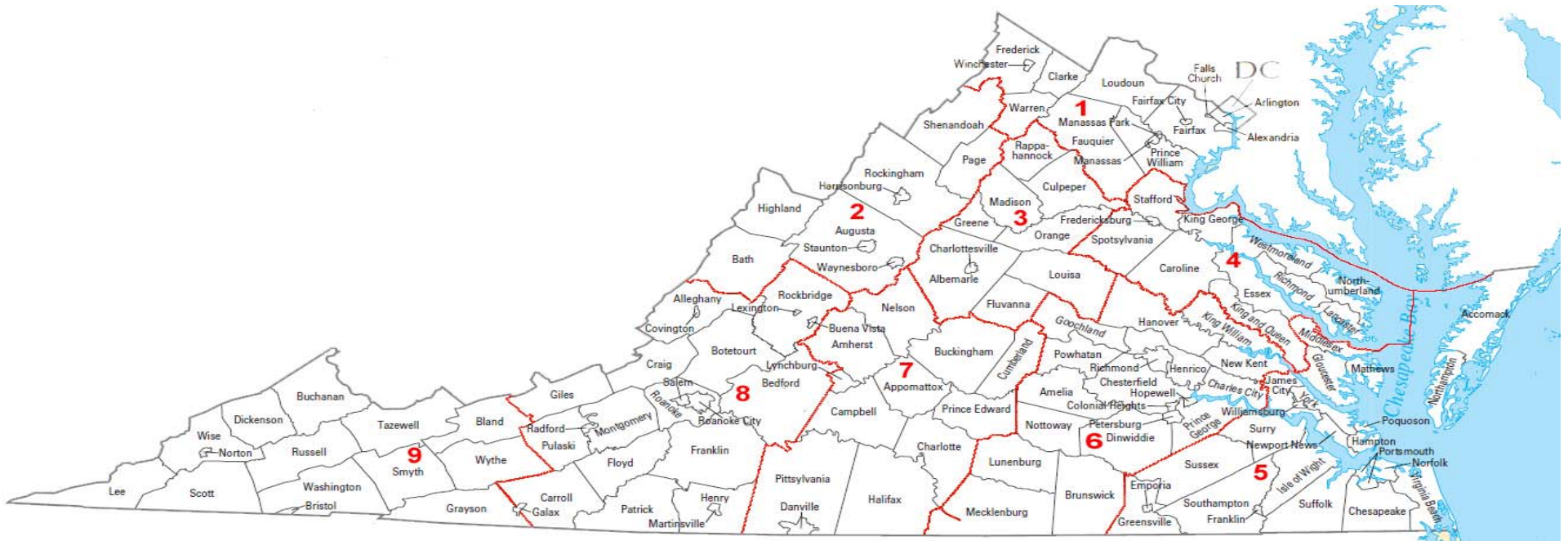
Title: \_\_\_\_\_

Title: \_\_\_\_\_



## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

#### Zone 1

George Mason University (Fairfax)

#### Zone 4

University of Mary Washington (Fredericksburg)

#### Zone 7

Longwood University (Farmville)

#### Zone 2

James Madison University (Harrisonburg)

#### Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

#### Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

#### Zone 3

University of Virginia (Charlottesville)

#### Zone 6

Virginia Commonwealth University (Richmond)

#### Zone 9

University of Virginia - Wise (Wise)