



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5195

This contract entered into this 12th day of July 2018, by Jostens Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From September 10, 2018 through September 9, 2019 with 5 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # JGM-1006 dated April 5, 2018:
 - (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 May 3, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated July 10, 2018.

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

CONTRACTOR:

By: _____

Chris Poitras
(Signature)

Chris Poitras

(Printed Name)

Title: VP & COO, College, Sports,
Specialty

PURCHASING AGENCY:

By: _____

Garrett Morris
(Signature)

Garrett Morris

(Printed Name)

Title: Buyer Senior



**RFP # JGM-1006 Athletic Award Rings & Jewelry
Negotiation Summary for Jostens, Inc.**

7/10/2018

1. Contractor's Pricing schedule shall be as follows:

a. Ring Pricing:

	10K	14K	Silver Elite	Yellow Lustrum	White Lustrum	Suncast
Men's Traditional						
11 dwt	\$371.00	\$512.00	\$261.00	\$130.00	\$110.00	\$130.00
15 dwt	\$499.00	\$691.00	\$338.00	\$130.00	\$110.00	\$130.00
17 dwt	\$563.00	\$781.00	\$376.00	\$130.00	\$110.00	\$130.00
22 dwt	\$749.00	\$1,006.00	\$472.00	\$130.00	\$110.00	\$130.00
Men's Signet						
9dwt	\$306.00	\$422.00	\$223.00	\$130.00	\$110.00	\$130.00
11 dwt	\$371.00	\$512.00	\$261.00	\$130.00	\$110.00	\$130.00
15 dwt	\$499.00	\$691.00	\$338.00	\$130.00	\$110.00	\$130.00
Women's Signet						
9dwt	\$306.00	\$422.00	\$223.00	\$130.00	\$110.00	\$130.00
11 dwt	\$371.00	\$512.00	\$261.00	\$130.00	\$110.00	\$130.00
Women's Miniature						
3 dwt	\$124.00	\$154.00	\$160.00	\$130.00	\$110.00	\$130.00
7 dwt	\$242.00	\$332.00	\$184.00	\$130.00	\$110.00	\$130.00
12 dwt	\$403.00	\$557.00	\$280.00	\$130.00	\$110.00	\$130.00

b. Pendants:

	Silver Elite	Yellow Lustrum	White Lustrum	Suncast
Men's Traditional				
11 dwt	\$220.00	\$104.00	\$88.00	\$104.00
15 dwt	\$282.00	\$104.00	\$88.00	\$104.00
17 dwt	\$313.00	\$104.00	\$88.00	\$104.00
22dwt	\$390.00	\$104.00	\$88.00	\$104.00
Men's Signet				
9dwt	\$190.00	\$104.00	\$88.00	\$104.00
11 dwt	\$221.00	\$104.00	\$88.00	\$104.00
15 dwt	\$282.00	\$104.00	\$88.00	\$104.00
Women's Signet				
9dwt	\$191.00	\$104.00	\$88.00	\$104.00
11 dwt	\$221.00	\$104.00	\$88.00	\$104.00



**RFP # JGM-1006 Athletic Award Rings & Jewelry
Negotiation Summary for Jostens, Inc.**

7/10/2018

Women's Miniature	Silver Elite	Yellow Lustrium	White Lustrium	Suncast
3 dwt	\$140.00	\$104.00	\$88.00	\$104.00
7 dwt	\$159.00	\$104.00	\$88.00	\$104.00
12 dwt	\$236.00	\$104.00	\$88.00	\$104.00

c. Championship Tags:

Lustrium®/Silver Elite®	\$200 - \$500
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d. Trophies & Awards:

Catalog Items	10% discount on catalog pricing
Custom Items	5% discount

e. Championship Ring Boxes:

Generic Championship Ring Box	\$20.00
Custom Championship Ring Box	\$26.00
Generic Coaches Ring Box	\$85.00
Custom Coaches Ring Box	\$85.00

f. Cuff Bracelet:

Sterling Silver	\$279.00
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g. Stone Pricing:

Carat Size	Average Point Size	Diamond	Cubic Zirconia
.01	1	\$16.00	\$2.50
.02	2	\$30.00	\$3.50
.03	3	\$45.00	\$4.00
.05	5	\$65.00	\$5.00
.10	10	\$130.00	\$10.00
.20	20	\$294.00	\$11.00
.25	25	\$385.00	\$12.00

**RFP # JGM-1006 Athletic Award Rings & Jewelry
Negotiation Summary for Jostens, Inc.**

7/10/2018

Stone	13x11	12x10	8x6
Amethyst-Medium	\$235.00	\$215.00	\$190.00
Aquamarine - Medium	\$805.00	\$510.00	\$205.00
Bloodstone	\$70.00	\$60.00	\$30.00
Blue Star Sapphire	\$135.00	\$70.00	\$45.00
Blue Topaz	\$190.00	\$170.00	\$30.00
Camo Stones	\$20.00	\$20.00	\$20.00
Carnelian	\$40.00	\$35.00	\$20.00
Dinosaur Bone	\$169.00	\$99.00	\$79.00
Garnet	\$300.00	\$145.00	\$100.00
Hematite	\$40.00	\$35.00	\$20.00
Jade	\$40.00	\$35.00	\$30.00
Lapis	\$175.00	\$145.00	\$90.00
Malachite	\$169.00	\$99.00	\$79.00
Pietersite	\$169.00	\$99.00	\$79.00
Tiger Eye	\$150.00	\$135.00	\$85.00
Triple Quartz	\$49.00	\$49.00	\$49.00
Turquoise	\$169.00	\$99.00	\$79.00

Custom cut stones - \$35.00 additional fee

h. Custom Ring Options:

Encrusted lettering on stone	\$20.00
White Gold Stone	\$25.00
Custom Crest	\$25.00

CUSTOM TOOLING CHARGES	
<i>Shank Dies</i>	
Change of inscription (lettering) on an existing shank	\$56.00/style
Z mold new shank dies (per side)	\$275.00/style
CompuMolds	\$150.00/style
<i>Bezel Dies</i>	
Graphics Single	\$49.00/style
Graphics Double	\$49.00/style
<i>Crest Dies</i>	
Cast Crest and countersink tool (crest with stones)	\$144.00
All machine/die struck (crest without stones)	\$160.00
<i>Special Dies</i>	
Encrusting	\$76.00
Goldstone (panel top)	\$115.00
One Piece Top	\$165.00
Combo Top (LPG1/828R design)	\$174.00



RFP # JGM-1006 Athletic Award Rings & Jewelry
Negotiation Summary for Jostens, Inc.

7/10/2018

- i. Services for on-site sizing, to include travel, shall be of no additional cost to the University.
 - j. The base raw ring price shall be comprised of the following:
 - i. Concept meetings
 - ii. Sourcing
 - iii. Sizing
 - iv. Manufacturing
 - v. Shipping, Handling, & Delivery
 - vi. Limited Lifetime Warranty
 - k. Gold rings shall be based on the price of rings per the London Fix Price at the time of purchase.
<http://www.kitco.com/gold.londonfix.html>
 - i. Gold ring pricing shall be calculated by using the following formula: **change in gold market x gold factor x ring pennyweight (dwt)**
2. Athletic Award jewelry retail ring pricing and options under this contract, with the exception of gold, shall not increase throughout the life of the contract. This includes but is not limited to all Alternate Alloy, Lustrium, Silver Elite, Sunburst, Gemstones, and all other rings options.
3. Contractor shall provide JMU Head Coach rings at no cost.
4. For ring purchases of twenty-five (25) or more, Contractor shall provide a 5% discount off the total cost.
5. The Contractor has disclosed all potential fees. Additional charges will not be accepted.
6. JMU will issue a purchase order for each order based upon a quote provided by the Contractor. No additional agreements, order forms, or signatures will be required.
7. Changes after a purchase order has been issued, shall be authorized by the issuance of a change order by the University.
8. Payments shall be made in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
9. Contractor shall donate \$1,000 to the JMU Duke Club annually. Payment shall be coordinated with the JMU Duke Club. Checks should be made payable to the JMU Foundation and mailed to the following address:

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



STORYTELLER OF CHAMPIONS

JAMES MADISON UNIVERSITY

RFP No: JGM-1006

Proposal Due Date: May 3, 2018 @ 2:00 pm

Athletic Award Rings and Jewelry

Copy

Prepared by:
Jaclyn Smith
Sales Representative, Jostens

REQUEST FOR PROPOSAL

RFP# JGM-1006

Issue Date: 4/5/2018
Title: Athletic Award Rings and Jewelry
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable) with option to renew for five (5) additional one-year periods.

Sealed Proposals Will Be Received Until 2:00 PM on May 3, 2018 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: Garrett Morris, Buyer Senior, Procurement Services, morrisjg@jmu.edu; 540-568-4501; (Fax) 540-568-7936 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Jostens Inc.
3601 Minnesota Drive, Suite 400
Minneapolis, MN 55435

By:

CF J W
(Signature in Ink)

Name:

Chris Poitras
(Please Print)

Date:

5-1-18

Title:

VP & COO, College Sports, Specialty

Web Address:

www.jostens.com

Phone:

800-235-4774

Email:

jacyln.smith@jostens.com

Fax #:

952-830-3309

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.



STORYTELLER OF CHAMPIONS

Mr. Morris,

It is with tremendous excitement that Jostens responds to the James Madison University Request for Proposal for Athletic Award Rings and Jewelry. We have had the honor of crafting James Madison University's Championship Rings for decades, and I am certain you will find the information enclosed in line with your needs. We will look to exceed all of your expectations and earn the right to retain your business in the future. You have my personal commitment that our entire College Team, supported by the senior leadership of Jostens, will do everything we can to be your most trusted partner.

In addition to championship rings, Jostens offers the widest selection of custom awards such as trophies, plaques and many other items from our awards department. When working with Jostens, JMU has a partner that provides a "one stop shop" for all your recognition needs.

Jostens is the Storyteller of Champions™ and we understand that a team has to go beyond what is expected and comfortable in order to achieve champion status. We take that level of expectation and apply it to our Championship Ring Experience. Your rings, pendants and accessories will be designed to capture the story of your season, and will commemorate James Madison University's championships for years to come. Jostens will provide all artwork, labor, materials, equipment, tools and operations necessary to meet the specs in this bid and tell your championship story.

As The Storyteller of Champions™, Jostens would like to thank you for reviewing the enclosed bid response. We look forward to the opportunity, and to meeting with you again after you have reviewed the proposal. Please feel free to contact me if I can provide additional support to you during this process.

Sincerely,

Chris Poitras

Chris Poitras
Vice President and COO, College, Sports, Specialty



STORYTELLER OF CHAMPIONS

Jostens Contact

The following individuals are assigned to James Madison University and are your primary and secondary contacts for the proposal and execution.

Primary Contact:

Jaclyn Smith, Territory Sales Representative
8219 Old Bond Ct.
Chesterfield, VA 23832
804-292-5411
jaclyn.smith@jostens.com

Secondary Contact:

Marcus Carpenter, National Sales Manager, College Sports and Greek
3601 Minnesota Drive
Suite 400
Minneapolis, MN 55435
612-704-2463
marcus.carpenter@jostens.com

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STORYTELLER OF CHAMPIONS

I. PURPOSE

Jostens Response: Jostens understands and agrees.



STORYTELLER OF CHAMPIONS

II. BACKGROUND

Jostens Response: Jostens understands and agrees.



STORYTELLER OF CHAMPIONS

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

Jostens Response: Jostens understands and agrees.



IV. STATEMENT OF NEEDS

A. AWARD RING SPECIFICATIONS AND REQUIREMENTS

1. Award Rings

Jostens Response: Jostens will design and furnish rings or other jewelry as requested by the individual sports programs in the James Madison Athletic Department. Jostens will obtain sizes and names for each ring order.

2. Ability to Design and Furnish Trophies, Plaques, Watches and Other Award Items

Jostens Response: Jostens has the ability to design and furnish trophies, plaques, watches and other athletic award items. Jostens also offers a Letter Winner program product line consisting of letter jackets, letter sweaters, chenille blankets, framed chenille letters, collegiate banners, loose chenille letters, plaques and awards, award rings and award watches, allowing Jostens to be the sole source provider for James Madison University.

3. Licensing Compliance

Jostens Response: Jostens will comply with all NCAA, CAA, and JMU licensing requirements, guidelines, rules and regulations as it pertains to services and products provided through a resulting contract of this proposal.

4. Royalty Fee to CLC

Jostens Response: Jostens understands and agrees.

5. Right to Test or Inspect and Judge of Acceptable Quality

Jostens Response: Jostens understands that the University will be the sole judge of acceptable quality and agrees. If any items are found to be unacceptable upon delivery, Jostens will be notified and shall replace the item(s) within four to six (4-6) weeks of the request.

6. On-Site Sizing Services

Jostens Response: Jostens will provide on-site sizing services, if requested.

7. Purchase Date of Gold

Jostens Response: Jostens understands and agrees.

8. Dyes and Molds

Jostens Response: All dyes and molds used to produce the rings or other jewelry by Jostens shall become the property of the Commonwealth of Virginia, James Madison University and shall be retained by Jostens. They shall remain in possession of Jostens, except in the event that Jostens determines that any or all such dyes and molds should be disposed of or destroyed, all dyes and/or molds shall be delivered to JMU. Jostens



A.8

understands that at its sole expense, it will maintain all such dyes and/or molds in first class condition at all times.

9. Oral Presentation

Jostens Response: Jostens understands and agrees.

10. Use of Subcontractors

Jostens Response: Jostens will manufacture all products in the RFP without use of subcontractors.

B. REQUIRED CONTRACTOR RESPONSES

1. Description of All Championship Alternative Jewelry/Options

Jostens Response: In addition to championship rings, Jostens offers championship pendants, championship tags, custom championship ring boxes, custom coaches ring boxes and hinged cuff bracelets.

Jostens awards plant creates and implements programs to celebrate achievement, reward performance, honor service, brand and reinforce our customer's image. The hallmarks of our people, products and programs have always been craftsmanship and first-class quality.

The Jostens Awards Recognition name is consistently recognized as being a leader in the design and manufacturing of jewelry, medals and awards for world-class events including the Olympics, Super Bowl, World Series and NCAA Championships. Thousands of organizations around the world partner with Jostens Awards Recognition to develop and deliver strategic and comprehensive promotional products and recognition programs.

We are committed to quality, on-time delivery, and we always exceed customer expectations. We are the most customer-focused, one-stop-shop for all awards and recognition needs throughout the world. Our leadership, integrity, performance and people drive us.

Jostens awards manufacturing capabilities are unmatched in the industry with in-house design and one-of-a-kind symbolic awards and fine jewelry as our primary focus.

Jostens is the supplier of the prestigious Heisman Trophy for the best player in college football.

Jostens also offers a Letter Winner program product line consisting of letter jackets, letter sweaters, chenille blankets, framed chenille letters, collegiate banners, loose chenille letters, plaques and awards, award rings and award watches, allowing Jostens to be the sole source provider for James Madison University.



2. Description of Alternate Alloy Used in Championship Rings Production

Jostens Response: Jostens alternate alloy is called Lustrium®, a non-precious metal alloy that is silver in color. It is a hard and durable metal exclusive to Jostens. 76% of Jostens rings produced are in the Lustrium® metal mix.

Jostens alternate alloy that is gold in color is SunCast™, a 23K layered gold coating applied over a white Lustrium® base ring. ShadowCast™ is a diamond-like carbon (DLC) coating which adds a rich-black metal finish to a white Lustrium® ring. This metal is extremely resistant to scratches and abrasions. This metal type is available in limited design styles.

3. List of Materials Available

Jostens Response: Master jewelers at Jostens are experts in the art of storytelling through intricate designs that are timeless symbols of achievement and inspiration. Materials available through Jostens are as follows.

Metal Qualities: Jostens offers a variety of metal choices including white and yellow gold, Solaris Elite™, Silver Elite®, SunCast™, ShadowCast™, FireCast™, CamoCast™ and Lustrium®.

- Gold—Jostens offers gold in two colors and three karat qualities:
 - Yellow Gold—Because of its durability and lasting value over time, gold is a wise investment. Gold has been the standard for jewelry for over 4,000 years.
 - White Gold—has the same lasting qualities and value as yellow gold, but is composed of a different metal.
 - Metal Purities
 - 18K: 75% pure gold, 25% metal alloy
 - 14K: 58.5% pure gold, 41.5% metal alloy
 - 10K: 41.7% pure gold, 58.3% metal alloy
- Solaris Elite™—this radiant yellow 6K metal alloy is beautiful and affordable. We've combined durability and affordability to create our exclusive yellow 6K alloy.
- Silver Elite®—a precious metal alloy primarily composed of silver with elements of palladium and gold, coated with rhodium plating.
 - Rhodium Plating—A member of the Platinum metals group. Rhodium is a silvery, metallic colored precious metal. It is an extremely hard material and is highly resistant to corrosion and it is used extensively in the fine jewelry industry. Rhodium provides protection for Silver Elite®, coating it to help prevent tarnish and scratches. It is very durable and prevents skin oil from dulling the ring. Rhodium is most commonly plated on white gold and sterling silver jewelry.

B.3

- Lustrium®—a non-precious metal alloy that is silver in color. It is a hard and durable metal exclusive to Jostens. 76% of Jostens rings produced are in the Lustrium metal mix.
- ShadowCast™—ShadowCast™ is a diamond-like carbon (DLC) coating which adds a rich-black metal finish to a white Lustrium® ring. This metal is extremely resistant to scratches and abrasions. This metal type is available in limited design styles.
- SunCast™—a 23K layered gold coating applied over a white Lustrium® base ring.

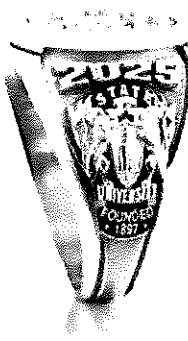
CLASSIC

DELUXE



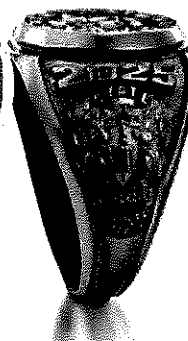
WHITE LUSTRIUM®

Jostens exclusive metal blend is a durable brilliant white metal with a lustrous sparkle at our most affordable price.



SUNCAST™

Let your light shine. SunCast™ is a 23K layered gold coating applied over a White Lustrium® base ring.



SHADOWCAST™

This diamond-like carbon coating adds a rich-black finish to a White Lustrium® ring, letting you be just a little bit bolder than you already are.



FIRECAST™

Give your ring a fiery glow with FireCast™. This coating adds a unique color on top of a White Lustrium® ring.



CAMOCAST™

Turn heads with an eye-popping camouflage pattern, using a proprietary coating process applied to our White Lustrium® ring.

B.3

PREMIUM



SILVER ELITE™

Jostens proprietary metal has a bright white luster and is primarily composed of silver with elements of precious metals including palladium and rhodium plating for durability and shine.

SOLARIS ELITE™

Jostens patent-pending yellow-blend metal is a combination of precious metals, including silver and non-precious metals to create a beautiful, brilliant and durable solid metal.

LUXURY



WHITE GOLD
10K, 14K AND 18K

YELLOW GOLD
10K, 14K AND 18K

Nothing stands the test of time like gold. Because of its durability and lasting value, gold is a wise investment and has been the standard for jewelry for over 4,000 years. Our finest metal options are available in 10K, 14K and 18K; the higher the karat, the higher the percentage of gold in your ring.

Metal Finishes: Black detail can be applied to the ring for an Antique Finish, or a natural satin finish can enhance the luster of the ring. Additionally, enhancements in the Two Tone design expand the offerings on spellouts, goldstones, crests and side panels.

METAL FINISHES



YELLOW ANTIQUE



YELLOW SATIN



WHITE ANTIQUE



WHITE SATIN

TWO TONE

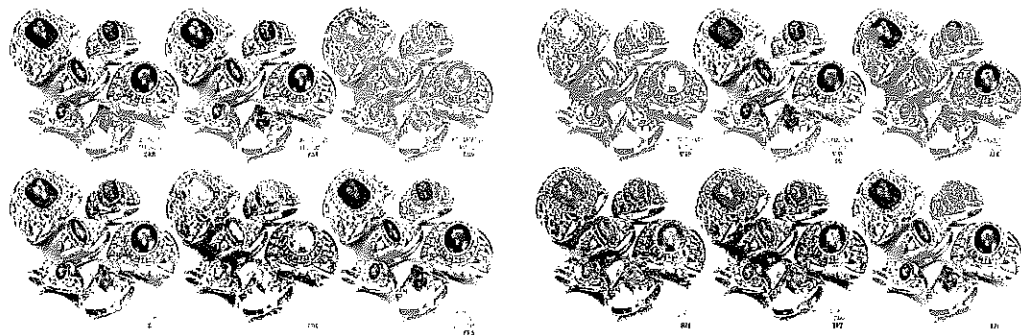


B.3

Stones: Jostens offers a variety of stone colors, premier stones and premium genuine stones.

Birthstones:

- January: Garnet
- February: Amethyst
- March: Aquamarine
- April: White Spinel
- May: Shamrock Spinel
- June: Alexandrite
- July: Ruby
- August: Peridot
- September: Fire Blue Spinel
- October: Tourmaline
- November: Topez
- December: Blue Zircon



PREMIER STONES

NEW



Genuine Stones:

- Mother of Pearl
- Black Onyx

B.3

PREMIUM GENUINE STONES

Premium Genuine stones are mined from the earth, highly prized treasures that take your ring to the next level.

 AMETHYST Amethyst's rich purple color symbolized royalty and aristocracy. Since it is plentiful in nature, it represents an incredible value for those who appreciate its elegant color.	 AQUAMARINE Aquamarine has long symbolized the sea. It remains the favorite of those who appreciate the rarity of this spectacular blue gemstone.	 CITRINE TOPAZ The yellow hues of citrine are striking and symbolic of the sun, health and vitality. Since it is plentiful in nature, it is an incredible value for the person who appreciates its color.	 PERIDOT Peridot's golden green color represents the sun and has been prized for thousands of years.
 GARNET Garnet is available in a stunning array of colors and price ranges to fit anyone's taste.	 BLUE TOPAZ This popular blue gem symbolizes both sky and sea. It is a fashionable stone, sure to please any taste.	 MOTHER OF PEARL Strong, resilient, iridescent. Mother of Pearl is classic and classy. Pair it with any metal for a stunning ring.	 BLACK ONYX Soothing, Grounded, Authoritative. Black Onyx comes out of Greek history and is known as the stone of power.

Natural Genuine Elements Stones:

- Hematite
- Malachite
- Pietersite
- Carnelian
- Dinosaur Bone
- Tiger's Eye
- Jade
- Lapis
- Turquoise

Enamel: Victory Top is a brilliant metal top filled with the enamel color of your choice, making Victory Top a beautiful and affordable alternative to traditional stones. Victory Top is available in a variety of patterns and 13 different colors.

4. Alternative Championship Options

Jostens Response: In addition to championship rings, Jostens offers championship pendants, championship tags, a wide variety of trophies and awards, custom championship ring boxes, custom coaches ring boxes and hinged cuff bracelets.

Jostens also offers a Letter Winner program product line consisting of letter jackets, letter sweaters, chenille blankets, framed chenille letters, collegiate banners, loose chenille letters, plaques and awards, award rings and award watches, allowing Jostens to be the sole source provider for James Madison University.



5. Catalog or Product Books

Jostens Response: Included with the RFP is a copy of the Jostens Champ Jewelry Catalog, Jostens Collegiate Award Program Brochure, Jostens Championship Tag Catalog and Jostens Ring Box Flyer. An electronic version of the Jostens Recognition Collection Catalog and Jostens Watch Brochure can be found on the flash drive included with the RFP response. Refer to Attachment E for hinged cuff bracelet.

6. Timeframe and Ability for Providing Samples

Jostens Response: Jostens can and will provide samples of all Final Championship designs upon request. Once final artwork has licensing approval, samples can be provided within three weeks. Sample requests may increase total production timeline.

7. Manufacturing Techniques and Design Technologies

Jostens Response: With over 120 years of experience, Jostens has produced college and professional rings with world-class manufacturing, bringing our expertise to this project for James Madison University. All championship rings and pendants are manufactured in our Denton, Texas facility and serviced out of our Owatonna, Minnesota facility.

Some of the key differentiators for Jostens are applying state-of-the-art technologies to product design and manufacturing. Key technologies include computer-based artwork, CAD/CAM for product design, numerical controlled machining centers for tooling manufacturing, laser engraving for jewelry personalization and leading-edge digital methods for product manufacturing.

All rings will proudly be manufactured from our world-class manufacturing facilities in the United States. At Jostens, we've invested millions in state-of-the-art jewelry manufacturing technologies. We utilize 3D CAD design software to design your ring and are committed to continuing to pioneer many industry firsts through our dedicated R&D facility and the largest jewelry manufacturing facility in North America.

Utilizing exclusive suppliers, Jostens sources only the finest materials from around the world. Additionally, with our own refinery and specialty alloys, we are able to ensure the strictest quality standards. We are also proud to adhere to the Kimberly Process Scheme and ensure all of our materials are environmentally friendly and conflict free.

8. Engraving and Personalization Capabilities

Jostens Response: Jostens can do anything from adding engraving to the inside of the ring to creating a custom arbor that shows something special inside the ring. Some designs do have limitations based on size or how intricate the design is.

9. Production Timeline

Jostens Response: Jostens representative, Jaclyn Smith, will be the key contact to assist with the design, delivery and servicing of your championship jewelry. Jaclyn will contact

9.

the winning coach within 48 hours to set up a time to meet. At this meeting, Jaclyn will discuss the wants and ideas for a design to “tell the story” of the championship season.

Jostens provides full color artwork that showcases all aspects of the championship ring; all artwork is designed to manufacturing specs and typically will include an MFG. We will provide an electronic file of the artwork to the coach within 7 business days to put the design in the format for the team. Upon any revisions that are necessary, we will get the final approval and send the art to your licensing agent.

Jostens will deliver all of the championship rings within 30 business days upon receipt of order and licensing approval. Exception, custom-cut stones and diamond cut stones will take an additional two weeks for the specific design James Madison University is ordering.

10. Inspection and Quality Assurance Process

Jostens Response: Jostens has earned a reputation of excellence, artistry and an impeccable record of end-to-end support and delivery. No other company matches our trusted track record, proven by the fact that we’ve partnered with the most prestigious collegiate and professional accounts to represent their legacy. Some of these customers include University of Oklahoma, Penn State University, Duke University, University of Tennessee, University of Alabama, University of Arkansas, the U.S. Naval Academy, U.S. Air Force Academy, 33 Super Bowl Championship Rings, and more championship rings for the NBA, NHL and MLB than any other company. We were also chosen as the elite jeweler for the Houston Astros to celebrate their 2017 World Series Championship.

As we continue to innovate on capabilities and improve our processes, we’ve maintained our commitment to producing the highest quality products ensuring complete consumer satisfaction. Jostens quantifies the quality measurement into two key areas:

- **Specification Check** -- This check ensures all specification requirements are correct on the final product. A shop copy is printed for each individual product which includes the complete list of specifications required for that particular product. Examples in this category include checking text, metal quality, stone type, finish, enamel, engraving, etc.



10.

- Quality Check -- This check is to ensure the aesthetics of each feature meets the criteria standards. This is a combination of quantitative and qualitative reviews in which standards are written, and includes a comparison of samples to show expectations of the final product. Examples of this are ensuring that prominent detail is crisp and highlighted, bright polish areas have a high luster, visual standards in all areas of the ring are met, etc.



Overall product quality standards and tolerances are defined in our document 'Acceptance Criteria for Finished Rings'. The tooling required and specifications for each ring order are defined on a Shop Copy envelope that stays with the ring through the manufacturing process. Process work instructions are documented for each step of the operation.

The standard operating procedure is for each operator to pre-inspect the ring, perform the process and then post inspect the ring to ensure it meets quality requirements. Each operator is authorized to reject any ring that does not meet standards.

In process, quality inspections are conducted after major operations - wax, cast, polish. A final quality inspection is conducted after all operations are complete. An additional inspection is performed prior to the ring being packaged and shipped. These inspections are conducted under the oversight of our Quality Manager.



Any rings that do not meet acceptance criteria are routed for repair or remake. These rings also go through the inspection process again. Quality performance for all areas is documented, posted and reviewed daily in meetings.

- a. Capabilities to deliver as requested and willingness to work with Athletic Departments to assure their delivery requests are met. Provide policy on how you keep customers informed.
Jostens Response: Jostens is confident in our capabilities to deliver as requested based on the quality controls outlined above, and is willing to work with the Athletic Departments to assure their delivery requests are met.

Jostens representative, Jaclyn Smith, will be the key contact to assist with the design, delivery and servicing of your championship jewelry and will be in communication with you throughout the process. If any issues or concerns arise, she will be in contact with JMU to communicate any updates. If you have any



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questions or concerns during the process, please feel free to contact her at any time.

b. Customer service

Jostens Response: James Madison University will have a primary and secondary contact. The primary designated contact is Jaclyn Smith and the secondary contact is Marcus Carpenter.

Your dedicated Jostens Championship Ring Team will provide you with the personal service you deserve. Our entire team reflects the passion and care for delivering one-of-a-kind championship experiences that comes with decades of knowledge and execution.

Product literature, samples and specifications are available upon request and will be provided by Jaclyn Smith or Marcus Carpenter.

Jostens representative, Jaclyn Smith, will be the key contact to assist with the design, delivery and servicing of your championship jewelry. Jaclyn will contact the winning coach within 48 hours to set up a time to meet. At this meeting, Jaclyn will discuss the wants and ideas for a design to “tell the story” of the championship season.

Jostens provides full color artwork that showcases all aspects of the championship ring; all artwork is designed to manufacturing specs and typically will include an MFG. We will provide an electronic file of the artwork to the coach within 7 business days to put the design in the format for the team. Upon any revisions that are necessary, we will get the final approval and send the art to your licensing agent.

If any issues or concerns arise, she will be in contact with JMU to communicate any updates. If you have any questions or concerns during the process, please feel free to contact her at any time.

c. Contact information for customer service

Jostens Response: You can contact Jostens Warranty Service and Ring Customer Service toll free at (800) 854-7464 between 8:00 a.m. and 5:00 p.m. CST, Monday-Friday, or contact Jaclyn Smith or Marcus Carpenter directly.

d. Product qualification standards, manufacturing certifications, etc.

Jostens Response: Overall product quality standards and tolerances are defined in our document ‘Acceptance Criteria for Finished Rings’. The tooling required and specifications for each ring order are defined on a Shop Copy envelope that



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stays with the ring through the manufacturing process. Process work instructions are documented for each step of the operation.

e. Change order and cancellation policies

Jostens Response: From your order date, you have one week to contact Customer Service to change or cancel your order.

f. Method of delivery

Jostens Response: All products will be delivered via UPS to ensure tracking capabilities.

g. Length of time until delivery

Jostens Response: Jostens delivery schedule will be 6-8 weeks upon receipt of name list and purchase order of recipients, total numbers needed, as well as licensing approval from James Madison University. Per the NCAA, all artwork must be submitted through licensing in order to ensure all marks, logos and entities are reflected properly and accurately.

11. Championship Ring Warranty

Jostens Response: Jostens championship jewelry is covered by a Lifetime Limited Warranty. Jostens will resize all rings at any time for free of charge. Jostens will restore the original finish on your ring free of charge. Any defect in materials or workmanship in either the simulated stone or ring will be repaired or, at Jostens option, replaced with the current design without charge. If, through normal wear, your ring becomes worn beyond your satisfaction, it will be exchanged for a ring of current design at Jostens current remake charge. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. This warranty is void if your Jostens ring is repaired by anyone other than Jostens.

You can contact your sales representative or Jostens Warranty Service and Ring Customer Service toll free at (800) 854-7464 between 8:00 a.m. and 5:00 p.m. CST, Monday-Friday.

Letter winner products each have different warranties per product. For all details, please contact your Jostens representative.

a. Length and condition of guarantee regarding defects in materials and workmanship

Jostens Response: Refer to Jostens Lifetime Limited Warranty above in Item 11 on page 23.

b. Length and scope of guarantee regarding stones and stone decorations



11.b

Jostens Response: All stones included in the base price and all stone decorations are fully warranted and will be replaced without charge at any time. Diamonds greater in size than 10 points and genuine stones not included in the base price are excluded from the free replacement clause.

c. Conditions and associated charges for ring resizing and ring adjustments

Jostens Response: Refer to Jostens Lifetime Limited Warranty above in Item 11 on page 23.

d. Conditions and associated charges for replacement and damaged rings

Jostens Response: Refer to Jostens Lifetime Limited Warranty above in Item 11 on page 23. If items arrive damaged, Jostens will repair or remake the items.

e. Conditions and associated charges for replacement or lost rings

Jostens Response: Replacements for lost rings can be ordered by contact Jostens Customer Service at (800) 854-7464. The cost of rings will be determined by the cost of gold and stones at the time of ordering, plus the manufacturing costs.

f. Conditions and associated charges for ordering additional rings

Jostens Response: Additional rings may be ordered at any time. After graduation, the cost of rings will be determined by the cost of gold and stones at the time of ordering, plus the manufacturing costs.

g. Responsibility and procedures for resolving disputes regarding the validity and warranty claims

Jostens Response: We will abide by the decision of an appointed athletic administrator regarding the validity of warranty clauses.

h. Conditions and associated charges for restoring ring finish

Jostens Response: Refer to Jostens Lifetime Limited Warranty above in Item 11 on page 23.

i. Conditions on how repairs are made, who to contact, and how shipping rates are handled

Jostens Response: Contact Jaclyn Smith, Marcus Carpenter or call 800-854-7464. Rings needing repairs should be sent to your Jostens Representative or to Warranty Service, PO Box 90224, Denton, TX 76202.

To return your jewelry for warranty repair, complete the Jostens Warranty Claim Form and send your jewelry to Jostens via an insured, traceable method. If your item is lost in transit, and you haven't used a traceable and insured method of shipment, you'll need to place a new order for your jewelry. If your original ring



11.i

design is no longer available, Jostens will offer a current comparable ring design at your expense.

A visual inspection will be performed on all jewelry. Based on our inspection, it may be necessary to adjust applicable charges. Jostens will contact you if any additional charges apply. Adjustment will not begin until all charges have been paid in full. Your Jostens Limited Warranty is void if any work is performed on your jewelry by anyone other than Jostens.

- j. Differences in the way that warranty claims and charges are handled before a student graduates and after

Jostens Response: There is no difference in the way that warranty claims and charges are handled before a student graduates and after.

12. Additional Information That Should Be Considered in the Evaluation of the Proposal

Jostens Response: Jostens Championship Division is exclusively devoted to providing Athletic Departments and sports participants at all levels with high quality and innovative programs, products and services. Our dedicated and extensive team of professionals includes a local Jostens Representative and Sales Associates, as well as accomplished Design and Manufacturing personnel, Customer Service teams, Marketing and other professional staff.

When it comes to recognizing athletic achievement, Jostens is the industry leader. That's why those who take sports seriously turn to Jostens – from Super Bowl winners and NCAA champions to motor sports enthusiasts and dedicated sports fans. Jostens made its first championship rings in 1952 for the NFL champion Detroit Lions, and since that time has crafted more Super Bowl rings (33/51) than all of our competitors combined. In addition, Jostens has designed rings for World Series victors, NBA championship teams, Olympic medalists, Indianapolis 500 winners and champions of the NHL and NCAA, including the Chicago Cubs after waiting 108 years for their World Series championship.

Many winners come back to Jostens year after year, like both the New England Patriots, who had Jostens create all five of their Super Bowl rings, and the Chicago Bulls, who had Jostens design and create all six of their NBA championship rings in the 1990's. Every winner has a unique style and rings from Jostens reflect that – in the polish of their metals and gemstones and the etched detail of their designs.

Beyond rings, Jostens provides finely crafted trophies, medals and awards that recognize all levels of winning teams and individual athletic achievements. Jostens gets fan in the game, too, by connecting championship teams with their fans through commemorative jewelry collections at both the college and professional level.



C. SAMPLES

1. Sample of a Men's Football Conference Championship Ring

Jostens Response: Jostens has provided one (1) sample of a Men's Football Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc. Please return the ring at the conclusion of the solicitation process to Jaclyn Smith either at the address below, or by contacting her to pick up the sample.

Jaclyn Smith
8219 Old Bond Ct
Chesterfield, VA 23832

2. Sample of a Women's Softball Conference Championship Ring

Jostens Response: Jostens has provided one (1) sample of a Women's Softball Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc. Please return the ring at the conclusion of the solicitation process to Jaclyn Smith either at the address below, or by contacting her to pick up the sample.

Jaclyn Smith
8219 Old Bond Ct
Chesterfield, VA 23832

3. Preliminary Sketches of Ring Designs

Jostens Response: Refer to Attachment C for preliminary sketches of ring designs that are uniquely applicable to James Madison University Athletics including the elements outlined in Attachment F of the RFP.



V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

Jostens Response: Jostens understands and agrees.

1. RFP Response

Jostens Response: Jostens understands and agrees.

2. Controlling Version of Solicitation Document

Jostens Response: Jostens understands and agrees.

3. Proposal Preparation

a. Signature and Submission of Information

Jostens Response: Jostens understands and agrees.

b. Content Preparation

Jostens Response: Jostens understands and agrees.

c. Organization of Response

Jostens Response: Jostens understands and agrees.

d. Definition of the Terms Must, Shall, Should and May

Jostens Response: Jostens understands and agrees.

e. Binding of Proposal Copies

Jostens Response: Jostens understands and agrees.

f. Ownership of Data, Materials and Documentation

Jostens Response: Jostens understands and agrees.

4. Oral Presentation

Jostens Response: Jostens understands and agrees.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Jostens Response: Jostens understands and agrees.

1. RFP Cover Sheet and Addenda Acknowledgements

Jostens Response: Jostens understand and agrees.

2. Plan and Methodology for Providing Goods/Services

Jostens Response: Jostens understands and agrees and has provided the plan and methodology for providing the goods/services in Section IV of the RFP response.



3. Written Narrative Statement

Jostens Response: Since our founding in 1897, Jostens has grown into the industry leading company it is today, grounded on innovation and old world values, a vision that still guides us. As the largest ring manufacturer in the industry, Jostens remains customer focused in every aspect of our business and continues to evolve and innovate as our consumer changes.

With over 120 years of manufacturing experience, Jostens has earned a reputation of excellence, artistry and an impeccable record of end-to-end support and delivery. No other company matches our trusted track record, proven by the fact that we've partnered with the most prestigious collegiate and professional accounts to represent their legacy.

Every year, Jostens is privileged to collaborate with over 750 colleges and universities to create a custom championship ring to tell the unique story of each team's season. Jostens is renowned for our comprehensive programs whether it be the Chicago Cubs, Houston Astros, New England Patriots, University of Alabama or JMU.

Jostens is headquartered in Minneapolis, MN and can be found online at jostens.com. The company went public in 1959 and was listed on the New York Stock Exchange from June 16, 1965 until May 10, 2000. Jostens was then sold to a Private Equity firm, Investcorp, and remained privately held until 2015. Today, Jostens is a subsidiary of Newell Brands.

Meet the Jostens Championship Team

A significant advantage Jostens offers is our team of dedicated college market employees that will service James Madison University. Each member supports a key role in offering superior service to your school.

Jaclyn Smith, Territory Sales Representative

Jaclyn has 17 years of professional experience in the business world, including retail buying, consumer product sales, and product development with extensive work in licensed product sales and product development (i.e., NCAA, NFL, MLB, NHL, and NBA). Prior to Jostens, she worked closely with all NFL teams as the point account executive and product manager for a licensed vendor. She has been with Jostens for over 3 ½ years and brings a unique eye to the industry from her previous experience. Jaclyn works with her partners to develop programs that are unique and specific to their schools. She has a B.B.A. from the College of William & Mary with a double major in Marketing and Kinesiology, where she was a varsity letter winning athlete and interned in the athletic department working with the Tribe Club.



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Marcus Carpenter, National Sports Sales Manager

As the National Sales Manager for College Sports, Marcus Carpenter is responsible for managing a team of 40 people who work with athletic departments and conferences in developing recognition programs for athletes, staff, and fans. With over 16 years of experience, Marcus is a customer-focused, sales leader and MBA Candidate with a record of providing customer-centric solutions for his customers. Marcus will direct all sales, service and representation aspects of our partnership with JMU Athletics.

Bethany Boelter, Associate Marketing Manager, College Champ

Bethany Boelter, Jostens Associate Marketing Manager, joined Jostens in November of 2010 and has been with the College Marketing team since May of 2017. She handles marketing for all collegiate sports and fan programs and manages our conference and association partnerships. She will assist with any special marketing program activities around James Madison University.

Barry Travis, Designer New Products

Barry Travis was one of those kids that always doodled in class. Despite the pleas of his mother to not pursue a career in art, he drew upon his talents to be happily employed with Jostens since 1988. He takes pride in designing unique and personalized keepsakes while making this process fun. Satisfied clients include Garth Brooks, Medal of Honor recipients, Pixar and countless champions.

Chris Poitras, Vice President and COO, College, Sports, Specialty

Chris Poitras is responsible for the College, Pro Champ and Specialty Business. He leads the design, production and sales of products, programs and services that help college students and professional athletic champions and their fans tell their stories and celebrate their achievements. Poitras joined Jostens in 2009 as National Director of College and Sports Sales and Marketing, and was named Vice President, College and Pro Champ in 2014, and Vice President and COO, College, Sports, Specialty in 2017.

Kristie Aul, Championship Customer Service Representative

Kristie Aul has been with Jostens for 9 ½ years, and specifically services our customers in the state of Virginia. She has the highest level of commitment to overseeing the design, scheduling and manufacturing of your championships rings. For our JMU customers, Kristie is the voice on the phone willing and able to help with your champ ring order. She'll make certain that your achievements are celebrated with an experience of outstanding service and a beautiful ring to wear for a lifetime.

Jostens Quality

All Jostens simulated stones and genuine stones are cut and polished by master gem cutters in the Herbert Stephan Factory in Idar-Oberstein, Germany, which is recognized as the best vendor in the world, noted for exceptionally tight stone tolerances. By

**B.3**

maintaining its own cutting and grading lapidaries, Jostens guarantees you the finest stones available today by controlling the quality.

Your ring stone is usually the first thing to catch someone's eye. Jostens stone cuts sparkle with sophistication. They are cut for the highest possible refraction — the ideal cut guaranteeing the highest luster and sparkle.

Diamonds are among the most prized stones in the world, and Jostens makes available to you only the most carefully inspected diamonds. Each diamond is chosen for color and clarity. Diamonds are expensive, but they provide lasting beauty and are excellent investments that appreciate over time.

Jostens offers the best simulated diamond ever produced — cubic zirconia. The color and clarity of cubic zirconia are so remarkable that a jeweler cannot tell them from diamonds without specific tests for weight or gravity.

4. Offeror Data Sheet

Jostens Response: Refer to Attachment A for Offeror Data Sheet.

5. Small Business Subcontracting Plan

Jostens Response: Refer to Attachment B for Small Business Subcontracting Plan.

6. Amount of Sales Over Last 12 Months with VASCUPP Member Institutions

Jostens Response: Refer to chart below for Jostens sales during the last 12 months with each VASCUPP Member Institution.

Member Schools	Total
College of William & Mary	\$315,940.22
George Mason University	\$18,048.24
James Madison University	\$349,263.75
Longwood University	\$2,256.08
Old Dominion University	\$14,848.55
Radford University	\$11,482.85
University of Mary Washington	\$585.00
University of Virginia	\$233,418.14
Virginia Commonwealth	\$19,444.97
Virginia Military Institute	\$917,749.33
Virginia Tech	\$204,994.13
Grand Total	\$2,088,031.26

7. Proposed Cost

Jostens Response: Jostens understands and agrees.



STORYTELLER OF CHAMPIONS

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Jostens Response: Jostens understands and agrees.

B. AWARD

Jostens Response: Jostens understands and agrees.



VII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL

Jostens Response: Jostens understands and agrees.

B. APPLICABLE LAWS AND COURTS

Jostens Response: Jostens understands and agrees.

C. ANTI-DISCRIMINATION

Jostens Response: Jostens understands and agrees.

D. ETHICS IN PUBLIC CONTRACTING

Jostens Response: Jostens understands and agrees.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Jostens Response: Jostens understands and agrees.

F. DEBARMENT STATUS

Jostens Response: Jostens understands and agrees.

G. ANTITRUST

Jostens Response: Jostens understands and agrees.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs

Jostens Response: Jostens understands and agrees.

I. CLARIFICATION OF TERMS

Jostens Response: Jostens understands and agrees.

J. PAYMENT

1. To Prime Contractor

a. Invoices

Jostens Response: Jostens understands and agrees that invoices must be submitted directly to the payment address shown on the purchase order/contract and include, at a minimum; contract number and/or purchase order number and federal employer identification number.

b. Payment Terms

Jostens Response: Jostens understands and agrees.

c. Billing at Contract Price

Jostens Response: Jostens understands and agrees.



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d. Date of Payment

Jostens Response: Jostens understands and agrees.

e. Unreasonable Charges

Jostens Response: Jostens understands and agrees.

2. To Subcontractors

a. Payment of Subcontractors

Jostens Response: Jostens will manufacture all products in the RFP without use of subcontractors.

b. Interest on Unpaid Amounts

Jostens Response: Jostens will manufacture all products in the RFP without use of subcontractors.

c. SWAM Procurement Plan

Jostens Response: Jostens will manufacture all products in the RFP without use of subcontractors.

d. Electronic and Credit Card Payments

Jostens Response: Jostens understands and agrees.

K. PRECEDENCE OF TERMS

Jostens Response: Jostens understands and agrees.

L. QUALIFICATIONS OF OFFERORS

Jostens Response: Jostens understands and agrees.

M. TESTING AND INSPECTION

Jostens Response: Jostens understands and agrees.

N. ASSIGNMENT OF CONTRACT

Jostens Response: Jostens understands and agrees.

O. CHANGES TO THE CONTRACT

1. Modify Scope

Jostens Response: Jostens understands and agrees.

2. Changes Within the Scope

Jostens Response: Jostens understands and agrees.



P. DEFAULT

Jostens Response: Jostens understands and agrees.

Q. INSURANCE

Jostens Response: Jostens understands and agrees.

R. ANNOUNCEMENT OF AWARD

Jostens Response: Jostens understands and agrees.

S. DRUG-FREE WORKPLACE

Jostens Response: Jostens understands and agrees.

T. NONDISCRIMINATION OF CONTRACTORS

Jostens Response: Jostens understands and agrees.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

Jostens Response: Jostens has completed the eVA Vendor Registration.

V. AVAILABILITY OF FUNDS

Jostens Response: Jostens understands and agrees.

W. PRICING CURRENCY

Jostens Response: Jostens understands and agrees.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR

Jostens Response: Jostens E-Verify Employment Eligibility Verification Form and the Certification of Compliance are included in Attachment F.

Y. TAXES

Jostens Response: Jostens understands and agrees.

Z. TRANSPORTATION AND PACKAGING

Jostens Response: Jostens understands and agrees.



VIII. SPECIAL TERMS AND CONDITIONS

A. AUDIT

Jostens Response: Jostens understands and agrees.

B. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

Jostens Response: Jostens understands and agrees.

C. CANCELLATION OF CONTRACT

Jostens Response: Jostens understands and agrees.

D. IDENTIFICATION OF PROPOSAL ENVELOPE

Jostens Response: Jostens understands and agrees.

E. LATE PROPOSALS

Jostens Response: Jostens understands and agrees.

F. UNDERSTANDING OF REQUIREMENTS

Jostens Response: Jostens understands and agrees.

G. RENEWAL OF CONTRACT

Jostens Response: Jostens understands and agrees.

H. SUBMISSION OF INVOICES

Jostens Response: Jostens understands and agrees.

I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS

Jostens Response: Jostens understands and agrees.

J. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES

Jostens Response: Jostens understands and agrees.

K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

1. Goal to Purchase from Small Businesses

Jostens Response: Jostens understands and agrees.

2. Evidence of Compliance with the Small Business Subcontracting Plan

Jostens Response: Jostens will manufacture all products in the RFP without use of subcontractors.

3. Information on Use of Subcontractors That Are Not SBSD-Certified

Jostens Response: Jostens will manufacture all products in the RFP without use of subcontractors.



STORYTELLER OF CHAMPIONS

L. ADDITIONAL GOODS AND SERVICES

Jostens Response: Jostens understands and agrees.

M. ADVERTISING

Jostens Response: Jostens understands and agrees.

N. PUBLIC POSTING OF COOPERATIVE CONTRACTS

Jostens Response: Jostens understands and agrees.

O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO
PERFORM WORK ON JMU PROPERTY

Jostens Response: Jostens understands and agrees.

P. INDEMNIFICATION

Jostens Response: Jostens understands and agrees.



STORYTELLER OF CHAMPIONS

IX. METHOD OF PAYMENT

Jostens Response: Jostens understands and agrees.

**X. PRICING SCHEDULE**

Jostens Response: Jostens understands and agrees.

A. Ring Pricing

Jostens Response: Jostens understands and agrees.

1. Specify what is included in the base raw ring price

Jostens Response: The base raw ring price includes concept meetings, sourcing, sizing, manufacturing, shipping, handling and delivery.

2. Provide the formula that will allow computation of the price of a particular ring at any given gold price

Jostens Response: The formula that will allow computation of the price of a particular ring at any given gold price is change in gold market x gold factor x ring pennyweight (dwt). For example, if the gold price increases \$20 per ounce, the formula to calculate the increase for a 10K gold ring on an 11 dwt ring is as follows: $\$20 \times .022 \times 11 \text{ dwt} = \4.84 .

Gold Factor by Metal		
10K	14K	18K
0.022	0.030	0.039

3. Specify if yellow and white gold are available.

Jostens Response: Yellow and white gold are available.

4. Provide silver ring pricing if available.

Jostens Response: Silver ring pricing is provided in the pricing table below.



A.

Ring Pricing- Contractor shall provide basic raw ring pricing as outlined within this table. Additional pricing options may be included if desired by the Contractor. Gold pricing is based on the purchase price of gold being \$1,500 per ounce.					
	10 K	14K	Silver Elite	Yellow Lustrium	White Lustrium
Men's Traditional					
11 dwt	\$396.00	\$537.00	\$286.00	\$130.00	\$110.00
15 dwt	\$524.00	\$716.00	\$363.00	\$130.00	\$110.00
17 dwt	\$588.00	\$806.00	\$401.00	\$130.00	\$110.00
22 dwt	\$749.00	\$1,031.00	\$497.00	\$130.00	\$110.00
Men's Signet					
9 dwt	\$331.00	\$447.00	\$248.00	\$130.00	\$110.00
11 dwt	\$396.00	\$537.00	\$286.00	\$130.00	\$110.00
15 dwt	\$524.00	\$716.00	\$363.00	\$130.00	\$110.00
Women's Signet					
9 dwt	\$331.00	\$447.00	\$248.00	\$130.00	\$110.00
11 dwt	\$396.00	\$537.00	\$286.00	\$130.00	\$110.00
Women's Miniature					
3 dwt	\$149.00	\$179.00	\$185.00	\$130.00	\$110.00
7 dwt	\$267.00	\$357.00	\$209.00	\$130.00	\$110.00
12 dwt	\$428.00	\$582.00	\$305.00	\$130.00	\$110.00



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B. Alternative Championship Jewelry/Options

Jostens Response:

Pendant Pricing			
	Silver Elite	Yellow Lustrium	White Lustrium
Men's Traditional			
11 dwt	\$245.00	\$104.00	\$88.00
15 dwt	\$307.00	\$104.00	\$88.00
17 dwt	\$338.00	\$104.00	\$88.00
22 dwt	\$415.00	\$104.00	\$88.00
Men's Signet			
9 dwt	\$215.00	\$104.00	\$88.00
11 dwt	\$246.00	\$104.00	\$88.00
15 dwt	\$307.00	\$104.00	\$88.00
Women's Signet			
9 dwt	\$216.00	\$104.00	\$88.00
11 dwt	\$246.00	\$104.00	\$88.00
Women's Miniature			
3 dwt	\$165.00	\$104.00	\$88.00
7 dwt	\$184.00	\$104.00	\$88.00
12 dwt	\$261.00	\$104.00	\$88.00

*10K Gold Pendant Pricing will be provided by Jostens at the time of order.

Championship Tags	
Lustrium®/Silver Elite®	\$200 - \$500

*Pricing fluctuates based on size, thickness, metal and stone options.

Trophies and Awards	Refer to flash drive for catalog items.
Catalog Items	10% discount on catalog price
Custom Items	5% discount

Championship Ring Boxes	
Generic Championship Ring Box	\$33.99
Custom Championship Ring Box	\$46.00
Generic Coaches Ring Box	\$149.99
Custom Coaches Ring Box	\$179.99

Hinged Cuff Bracelet	
Sterling Silver	\$279.00



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C. Stone Pricing

Jostens Response:

Carat Size	Average Point Size	Diamond	Cubic Zirconia
.01	1	\$30.00	\$5.00
.02	2	\$40.00	\$10.00
.03	3	\$50.00	\$15.00
.05	5	\$90.00	\$20.00
.10	10	\$155.00	\$25.00
.20	20	\$178.00	\$28.00
.25	25	\$390.00	\$30.00

	13 x 11	12 x 10	8 x 6
Amethyst - Medium	\$235.00	\$215.00	\$190.00
Aquamarine - Medium	\$805.00	\$510.00	\$205.00
Bloodstone	\$70.00	\$60.00	\$30.00
Blue Star Sapphire	\$135.00	\$70.00	\$45.00
Blue Topaz	\$190.00	\$170.00	\$30.00
Camo Stones	\$20.00	\$20.00	\$20.00
Carnelian	\$40.00	\$35.00	\$20.00
Dinosaur Bone	\$169.00	\$99.00	\$79.00
Garnet	\$300.00	\$145.00	\$100.00
Hematite	\$40.00	\$35.00	\$20.00
Jade	\$40.00	\$35.00	\$30.00
Lapis	\$175.00	\$145.00	\$90.00
Malachite	\$169.00	\$99.00	\$79.00
Pietersite	\$169.00	\$99.00	\$79.00
Tiger Eye	\$150.00	\$135.00	\$85.00
Triple Quartz	\$49.00	\$49.00	\$49.00
Turquoise	\$169.00	\$99.00	\$79.00

Custom cut stones are also available for \$35.00.

D. Ring Options

Jostens Response:

Encrusted lettering on stone	\$20.00
White Gold Stone	\$25.00
Custom Crest	\$25.00



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D.

CUSTOM TOOLING CHARGES	
<i>Shank Dies</i>	
Change of inscription (lettering) on an existing shank	\$56.00/style
Z mold new shank dies (per side)	\$275.00/style
Compu Molds	\$150.00/style
<i>Bezel Dies</i>	
Graphics Single	\$49.00/style
Graphics Double	\$49.00/style
<i>Crest Dies</i>	
Cast Crest and countersink tool (crest with stones)	\$144.00
All machine/die struck (crest without stones)	\$160.00
<i>Special Dies</i>	
Encrusting	\$76.00
Goldstone (panel top)	\$115.00
One Piece Top	\$165.00
Combo Top (LPG1/828R design)	\$174.00

E. Identify any other offerings to the University in regard to discounts, incentives, etc.
Jostens Response: Jostens will provide framed custom presentation art for each championship ring produced.



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XI. ATTACHMENTS

Attachment A Offeror Data Sheet

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 12 Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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Please refer to Attachment D.

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

Jostens, 3601 Minnesota Drive, Suite 400, Minneapolis, MN 55435 (Headquarters)
Jostens, 3600 South I-36E, Denton, TX 76202 (Jewelry Manufacturing)
Jostens, 148 E Broadway, Owatonna, MN 55060 (Service)

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: _____



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

ATTACHMENT B

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

Offeror Name: Jostens Inc. Preparer Name: Jadyn Smith

Date: 6-1-18

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: Athletic Award Rings and Jewelry, RFP No. JGM-1006 Date Form Completed: 5-1-18

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

Offeror / Proposer: Jostens Inc. Firm
3601 Minnesota Drive, Suite 400, Address
Minneapolis, MN 55435
Jaclyn Smith / 804-292-5411 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)
N/A					

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

RETURN OF THIS PAGE IS REQUIRED



STORYTELLER OF CHAMPIONS

Attachment C

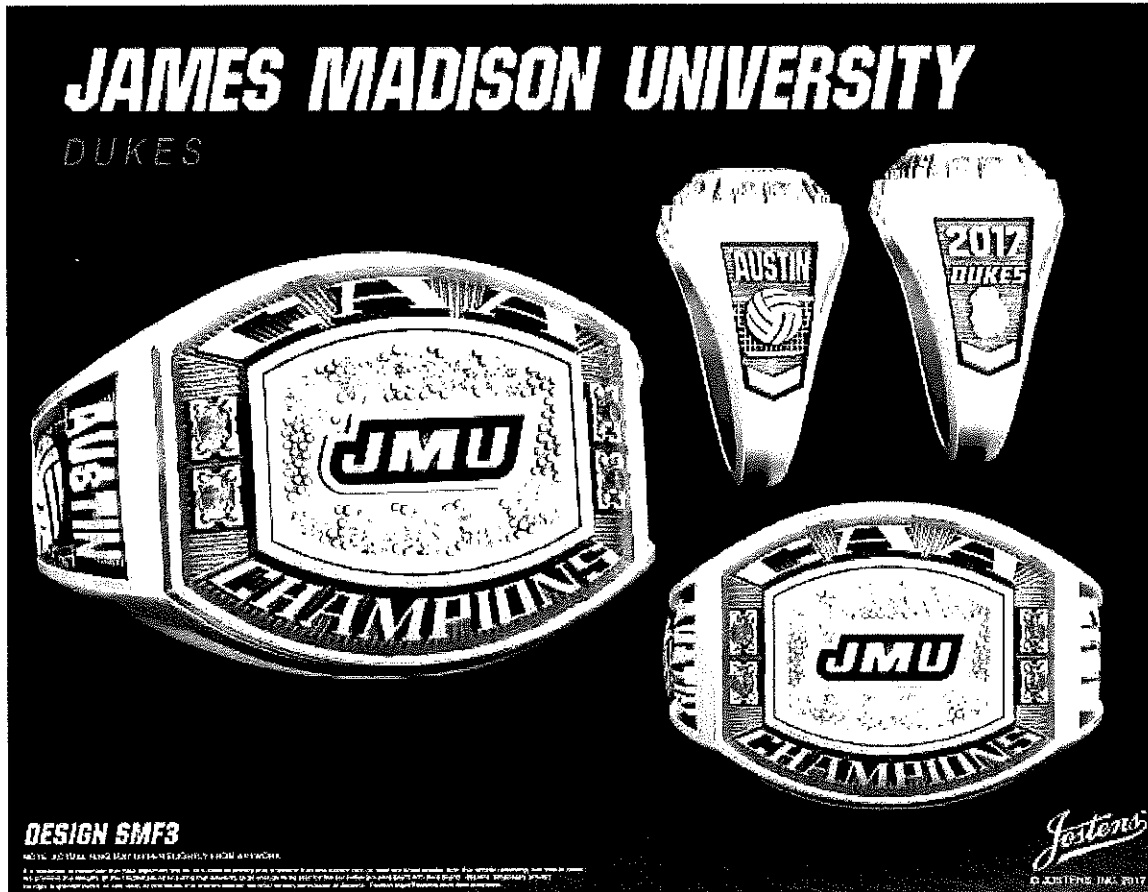
James Madison University Athletics Preliminary Ring Design Art

JMU

Jostens

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Concept – SMF3 Design:





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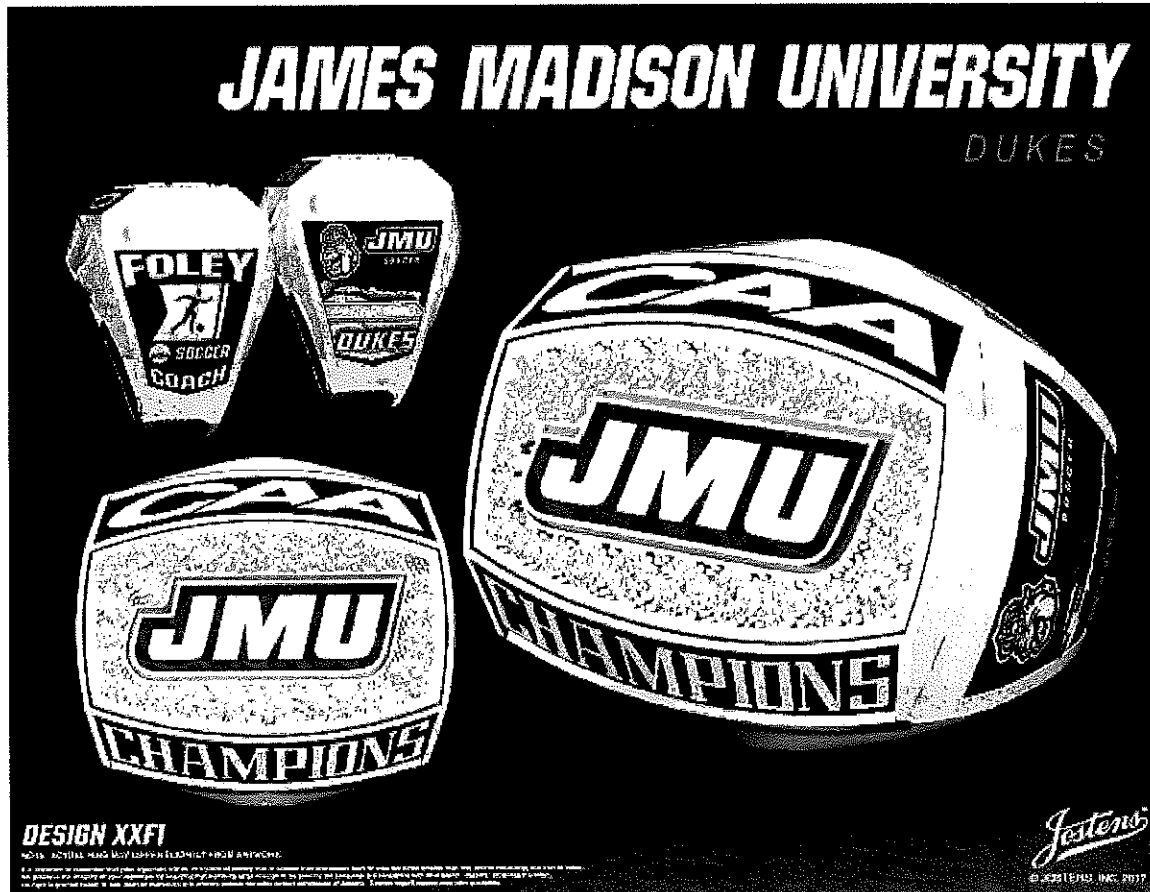
Concept – MEC4 Design:



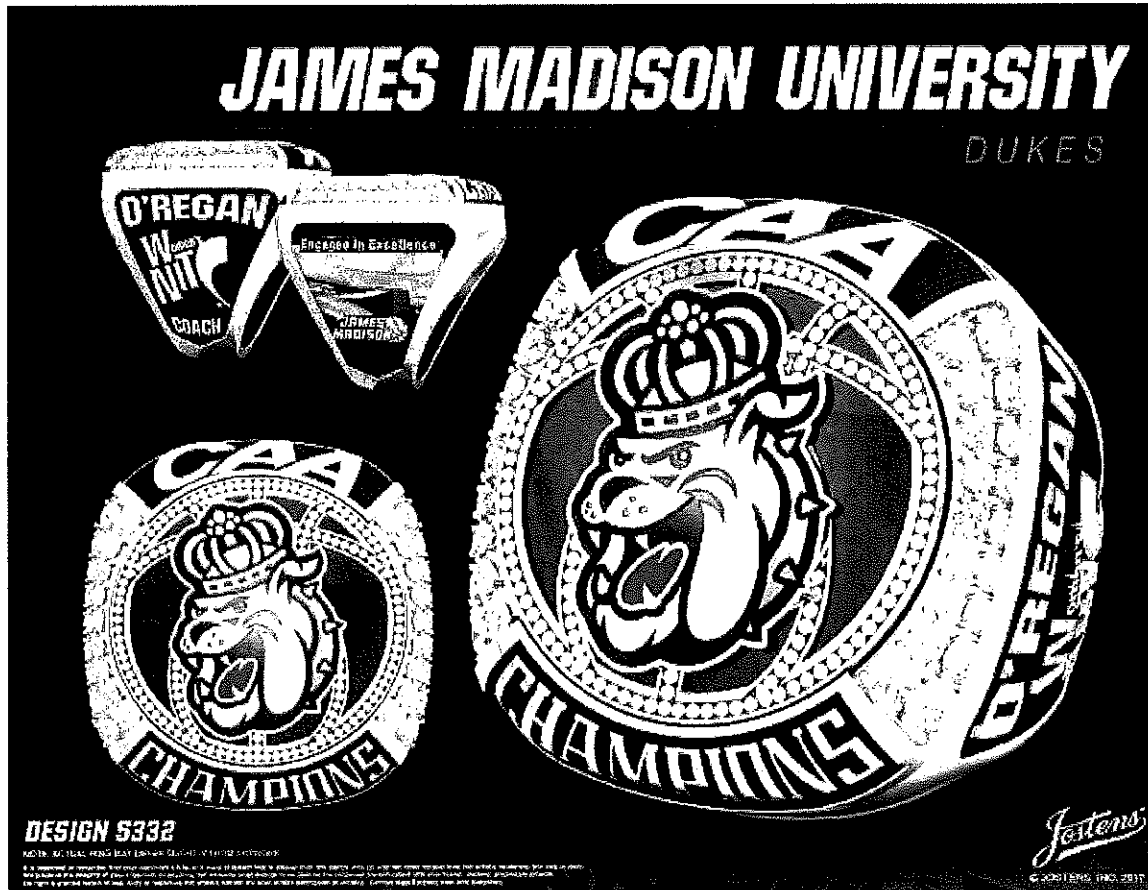


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Concept – XXF1 Design:



Concept – 5332 Design:



JMU

Jostens

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Concept – 5613 Design:





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Attachment D References



University of Alabama – 37 years working with Alabama athletics

Finus Gaston, Senior Assoc. A.D.
323 Paul Bryant Dr.
Tuscaloosa, AL 35487
Sr. Associate Athletic Director
205-348-5231
fgaston@ia.ua.edu

Georgia Institute of Technology—37 years working with Georgia Tech athletics

Tom Conner, Director of Equipment
150 Bobby Dodd Way
Atlanta, GA 30332
404-894-5462
tconner@athletics.gatech.edu

North Dakota State University—over 15 years working with NDSU athletics

Nate Bjoralt, Director of Football Equipment Operations
1800 N University Dr.
Fargo, ND 58102
701-231-7820
Nathan.bjoralt.2@ndsu.edu

Virginia Tech – 50 years working with Virginia Tech athletics

Thomas Guerry, Director of Recruiting Operations
250 Jamerson Ctr.
Blacksburg, VA 24061
540-998-5915

Old Dominion Athletic Conference – 35 years working with the ODAC

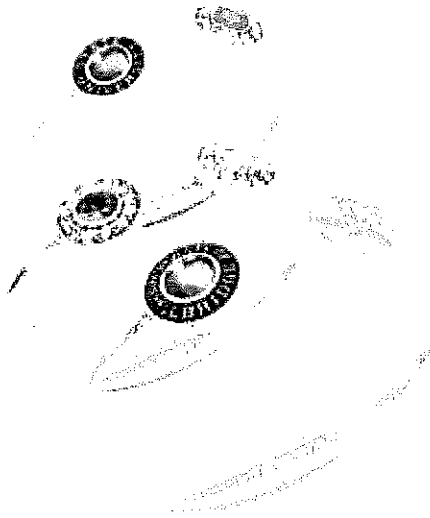
Brad Bankston, ODAC Commissioner
16001 Forest Road Suite B
Forest, VA 24551
540-389-7373 Ext. 1



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Attachment E

Hinged Cuff Bracelet



Hinged Cuff Bracelet

Wear your memories forever with a timeless, sophisticated, high-quality bracelet made of sterling silver. Brilliant stones enhance this bracelet's elegance. The sterling silver Hinged Cuff Bracelet is enduringly modern and makes a bold, sophisticated statement.



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Attachment F
E-Verify Certificate of Compliance



STORYTELLER OF CHAMPIONS



Welcome
Jessica Johannes-Wick

Company
Jostens

User ID
JJ0H8711

[HOME](#) [CASES](#) [PROFILE](#) [COMPANY](#) [REPORTS](#) [RESOURCES](#)

[LOG OUT](#)

Company Information

Company Name
Jostens
DUNS Number
--

Company ID Number
176544

Doing Business As (DBA) Name
--

Physical Location

Address 1
3601 Minnesota Drive
Address 2
Suite 400
City
Minneapolis
State
MN
Zip Code
55435
County
HENNEPIN

Mailing Address

Address 1
--
Address 2
--
City
--
State
--
Zip Code
--

Additional Information

Employer Identification Number
410343440
Administrator
Jostens

Total Number of Employees
2,500 to 4,999

Parent Organization
News-1 Brands

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
323 - PRINTING AND RELATED SUPPORT
ACTIVITIES

Total Hiring Sites
14

[View / Edit](#)

Total Points of Contact
1

[View / Edit](#)

[View MOU](#)



STORYTELLER OF CHAMPIONS



Welcome
Jessica Johannes-Wick

Company
Jostens

User ID
JJ0H8711

HOME CASES PROFILE COMPANY REPORTS RESOURCES

LOG OUT

Hiring Sites

i List the number of hiring sites by state for which your company will be performing verifications.

Add

You are viewing items 1-10 of 10

State	Number of Sites	
CALIFORNIA	1	Edit Delete
FLORIDA	1	Edit Delete
KANSAS	1	Edit Delete
MINNESOTA	1	Edit Delete
MISSOURI	1	Edit Delete
OHIO	1	Edit Delete
PENNSYLVANIA	2	Edit Delete
SOUTH CAROLINA	1	Edit Delete
TENNESSEE	2	Edit Delete
TEXAS	1	Edit Delete

Previous Next Page 1 of 1. Go to Go Results per page 10

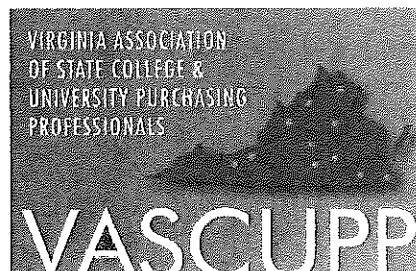


Request for Proposal

RFP# JGM-1006

Athletic Award Rings and Jewelry

April 5, 2018



REQUEST FOR PROPOSAL

RFP# JGM-1006

Issue Date: 4/5/2018
Title: Athletic Award Rings and Jewelry
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable) with option to renew for five (5) additional one-year periods.

Sealed Proposals Will Be Received Until 2:00 PM on May 3, 2018 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: Garrett Morris, Buyer Senior, Procurement Services, morrisjg@jmu.edu; 540-568-4501; (Fax) 540-568-7936 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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 # JGM-1006

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	C. Sample of Standard Contract		
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I. PURPOSE

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

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 4,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

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

JMU has men's athletic programs in baseball, basketball, football, golf, soccer, and tennis. All JMU Football and Men's Basketball contests are available through regional or national television and are also streamed in HD over the free Madizone platform.

The JMU Athletics Department's vision is to be the NCAA model for the student-athlete experience, distinguished by our academic achievement, integrity, personal development and nationally-competitive programs, and our sports embody that both on and off the field. JMU's football program has been a consistent force over the last two decades, having made the FCS playoffs six times since 2004, including the 2004, 2017, and 2018 National Championship. The programs all have a strong history of CAA and NCAA Championship showings, with Basketball (2013) and Soccer (2014) having won the conference title within the last five years.

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

JMU's women athletics tradition is among the oldest in the nation, dating nearly back to the institution's founding in 1908. Strong intercollegiate programs for women have been in place at the University since the early 1920s, and JMU was among the first of the nation's institutions to provide well-rounded overall intercollegiate offerings for females. JMU's Women's Lacrosse program has been one of the most prominent programs in the country, having been Nationally Ranked each of the last 26 years, including a Top 10 ranking in 16 of the last 19 years. The Women's Basketball team is one of three programs in the nation to have over 1000 wins as a school, and is also consistently seen inside the Top 25 of most polls. The championship culture doesn't stop with the men, as the women's programs have had just as much success over the last five years as Basketball (2014, 2015, 2016), Cross Country (2011, 2017), Golf (2013), Lacrosse (2013, 2017), Soccer (2013, 2015), Softball (2014, 2016, 2017), Swimming & Diving (2012, 2018), Volleyball (2016, 2017) and Track & Field (2012) have all won a CAA Conference Championship.

JMU Ring sale data from previous years is shown in attachment E of this RFP.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University is seeking a Contractor to provide all artwork, labor, materials, equipment tools and operations necessary to design and produce award rings, pendants, and accessories, as needed per the specifications and requirements outlined below.

A. AWARD RING SPECIFICATIONS AND REQUIREMENTS

1. The Contractor shall provide the design, production, sale, service, and delivery of athletic award rings as requested by the individual sports programs within the JMU Athletic Department. The Contractor shall be responsible for obtaining sizes and names for each ring order from the appropriate sport program.
2. The Contractor will have the ability to design and furnish trophies, plaques, watches, and other athletic award items, as requested.
3. All rings shall comply with any and all NCAA, CAA, and JMU licensing requirements, guidelines, rules and regulations as it pertains to services and products provided through a resulting contract of this proposal.
4. James Madison University's name, seal, logo, and marks are licensed through The Collegiate Licensing Company (CLC). It shall be the responsibility of the Contractor to pay the royalty fee directly to the Collegiate Licensing Company. James Madison University shall not be involved in this process. <https://www.clc.com/>
5. James Madison University reserves the right to conduct any test or inspection it may deem necessary during the contract to assure that products and services provided by the ring vendor conform to the contract. Furthermore, the University will be the sole judge of acceptable quality. If any items are found to be unacceptable upon delivery, the Contractor will be notified and shall replace the item(s) within four to six (4-6) weeks of the request.
6. Contractor shall provide on-site sizing services if requested.
7. James Madison University will determine the purchase date of gold to be used to produce the rings. The Contractor shall base the price of rings on the London Second Fix Price of gold at the time of purchase.
8. All dyes and molds used to produce the rings by the Contractor shall become the property of the Commonwealth of Virginia and shall remain in the possession of the Contractor. The Contractor shall, at its sole expense, maintain such dyes and molds in first class condition at all times. Titles to the dyes and molds shall be vested in James Madison University.

9. Offerors who submit a proposal to this RFP may be required to give an oral presentation of their proposal to James Madison University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. James Madison University will schedule the time and location of these presentations. Presentations will be limited to 1 ½ hours. Oral presentations are an option of James Madison University and may not be conducted. Therefore, proposals should be complete. In addition to a complete discussion of the specific requirements listed within Section IV. Statement of Needs of this RFP, the oral discussion should include the presentation and discussion of rough sketches by the Offeror's artist of proposed ring designs, based on the ring design ideas presented in Attachment F of this 4 RFP. **Specific dates and times will be confirmed upon selection of Offerors for presentation.**
10. No portion of work will be subcontracted without prior written consent of the University. In the event that the selected firm(s) desires to subcontract any part of the work specified herein, the selected firm(s) will furnish the University the names, qualifications, and experience of its proposed subcontractors. The selected firm(s) will remain fully liable and responsible for the work to be performed by its subcontractor(s) and will assure compliance with all requirements of the Agreement.

B. REQUIRED CONTRACTOR RESPONSES

1. Describe all championship alternative jewelry/options such as pendants, bracelets, trophies, showcase boxes and charms.
2. Describe the alternate alloy used in Championship Rings productions. Identify associated costs in *Section X. Pricing Schedule*.
3. Provide a list of materials available through your company i.e. metals, precious stones, semi-precious stones, enamel, etc. Identify associated costs in *Section X. Pricing Schedule*.
4. Provide alternative championship options such as pendants, bracelets, trophies, showcases, boxes, charms. Identify associated costs in *Section X. Pricing Schedule*.
5. Provide catalog(s) or product book(s) for items mentioned above.
6. Describe timeframe and ability for providing samples. Identify any potential costs associated with sample items in *Section X. Pricing Schedule*.
7. Describe in detail, your manufacturing techniques and design technologies that set you apart from other manufacturers in the industry.
8. Describe your engraving and personalization capabilities.
9. Describe your production timeline for a standard Championship Ring and Pendant.
10. Describe your inspection and quality assurance process that identifies the methods by which the Respondent shall assure ordering, delivery, and follow up services for the University in a correct and timely manner, including but not limited to:
 - a. Capabilities to deliver as requested and willingness to work with Athletic Departments to assure their delivery requests are met. Provide policy on how you keep customers informed.

- b. Customer service (detail how product literature, samples, and specifications are obtained). Describe in detail communication plan with JMU Athletics, specifically the method in which the University will stay informed of the status of pending orders.
 - c. List all contact information for customer service.
 - d. Provide product qualification standards, manufacturing certifications, etc. (i.e. ISO 9000, ISO 9001, etc).
 - e. Change order and cancellation policies and any fees associated.
 - f. Method of delivery for all products.
 - g. Describe the length of time that will pass between ordering Championship Rings and the time those rings are delivered.
11. Provide a description of the Championship Ring warranty including:
- a. Length and condition of guarantee regarding defects in materials and workmanship.
 - b. Length and scope of guarantee regarding stones and stone decorations.
 - c. Conditions and associated charges for ring resizing and ring adjustments.
 - d. Conditions and associated charges for replacement and damaged rings.
 - e. Conditions and associated charges for replacement or lost rings.
 - f. Conditions and associated charges for ordering additional rings.
 - g. Responsibility and procedures for resolving disputes regarding the validity and warranty claims.
 - h. Conditions and associated charges for restoring ring finish.
 - i. Conditions on how repairs are made, who to contact, and how shipping rates are handled.
 - j. Differences in the way that warranty claims and charges are handled before a student graduates and after.
12. Provide any additional information that should be considered in the evaluation of the proposal.
- C. SAMPLES- Contractor shall provide samples of the following items with their response. All samples for the purpose of this RFP shall be provided at no cost to JMU:
- 1. Provide one (1) sample of a Men's Football Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc. Provide instructions for how the rings should be returned at the conclusion of the solicitation process.

2. Provide one (1) sample of a Women's Softball Conference Championship Ring, in a plain display box with no markings as to manufacturer name, etc.
3. Provide a minimum of three (3) and maximum of five (5) sketches that are preliminary sketches of ring designs that are uniquely applicable to James Madison University Athletics including, but not limited to, such elements outlined in Attachment F of this RFP. Digital pictures of these elements are available by request to the associated buyer.

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 all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
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 shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror'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 acknowledgements, 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 be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	100

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

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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 subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- c. 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.
- d. 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) 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, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

- Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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.
- C. 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.
- D. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	Street or Box No.	RFP #	
	City, State, Zip Code	RFP Title	
	Name of Purchasing Officer: _____		

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

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

- E. 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.
- F. 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.
- G. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year 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.
- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the

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

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

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

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

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

- K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to 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.**
- L. 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.
- M. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials.
- N. 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.
- O. 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.

- P. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

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 offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

- A. **Ring Pricing:** Due to fluctuating nature of gold prices, the Offeror shall provide gold pricing based on the purchase price of gold being \$1,500 per ounce. James Madison University will determine the purchase date of gold used to produce Championship Rings. The Contractor shall base the price of rings on the London Second Fix price of gold.
1. Specify what is included in the base raw ring price.
 2. Provide the formula that will allow computation of the price of a particular ring at any given gold price.
 3. Specify if yellow and white gold are available.
 4. Provide silver ring pricing if available.

Ring Pricing- Contractor shall provide basic raw ring pricing as outlined within this table. Additional pricing options may be included if desired by the Contractor.				
	10 K	14K	Silver	Alternate Alloy
Men's Traditional				
11 dwt				
15 dwt				
17 dwt				
22 dwt				
Men's Signet				
9 dwt				
11 dwt				
15 dwt				
Women's Signet				
9 dwt				
11 dwt				
Women's Miniature				
3 dwt				
7 dwt				
12 dwt				

- B. **Alternative Championship Jewelry/Options:** Provide pricing for all alternative championship options such as pendants, bracelets, trophies, showcases, boxes, charms.
- C. **Stone Pricing:** Provide options and pricing and all genuine stones, diamonds, synthetic diamonds, and synthetic stones that are not included in in the base ring price above.
- D. **Ring Options:** Provide extra ring options or add-ons available and pricing i.e. custom tooling options to include dyes, encrusting, etc.
- E. Identify any other offerings to the University in regard to discounts, incentives, etc.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet
Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan
Attachment C: Standard Contract Sample
Attachment D: Zone Map
Attachment E: JMU- Championship Ring Sale Data
Attachment F: JMU- Specific Design Elements

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.

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 [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____ Date Form Completed: _____

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

Offeror / Proposer:

Firm		Address		Contact Person/No.	
Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, 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 service 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 for _____
- (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

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)



ATTACHMENT E

Championship Ring Sale Data

James Madison University SPORT	2013		2014		2015		2016		2017	
	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars
FOOTBALL									33	\$10,517.00
CHEERLEADING	1	\$258.59								
MENS BASKETBALL	37	\$9,915.63	1	\$246.50						
FOOTBALL							174	\$38,776.00	225	\$72,320.00
MENS SOCCER					41	\$8,568.59				
MISC.			79	\$11,479.97	73	\$9,490.00	81	\$10,530.00	81	\$10,530.00
WOMENS ARCHERY			1	\$199.79						
WOMENS BASKETBALL			31	\$5,305.00	28	\$5,442.50	30	\$5,928.00		
WOMENS CROSS COUNTRY										
WOMENS GOLF	9	\$1,485.00								
WOMENS LACROSSE					42	\$6,363.00			46	\$8,579.00
WOMENS SOCCER			37	\$4,925.00			42	\$6,930.00		
SOFTBALL			35	\$5,990.00			40	\$7,040.00	45	\$8,482.50
VOLLEYBALL									39	\$8,580.00
Grand Total	47	\$11,659.22	184	\$28,146.26	184	\$29,864.09	367	\$69,204.00	469	\$119,008.50



ATTACHMENT F

<u>JMU- Specific Design Elements and Associated Costs</u>	
1. Bridgeforth Stadium	
2. Duke Dog (Mascot)	
3. Block JMU Logo	
4. Symbols Representing Athletics i.e. basketball, baseball, volleyball, etc.	
5. Blue Ridge Mountain Scenery	
Note: Full Color JMU- Specific Pictures are Available Upon Request to the Associated Buyer.	