



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5264

This contract entered into this 10th day of September 2018, by Promotional Considerations 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 October 15, 2018 through October 14, 2019 with five (5) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal DMS-1000 dated March 22, 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;
 - (d) Addendum No. One dated April 17, 2018;
- (3) The Contractor's Proposal dated April 19, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated August 30, 2018.

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

CONTRACTOR:

By: Bobby Baughan
(Signature)

Bobby Baughan
(Printed Name)

Title: Vice President

PURCHASING AGENCY:

By: Dana Simmers
(Signature)

DANA SIMMERS
(Printed Name)

Title: Buyer Senior



RFP # DMS-1000, Promotional Items and Imprinting Services
Negotiation Summary for Promotional
Considerations

08/30/18

1. Contractor's Promotional Items pricing schedule is as follows:
 1. 16% discount off list price for initial 2 price columns, 21% discount of 3rd column and beyond for 1 color, 1 location print
 2. 20% discount off set-up fees for non-apparel orders under \$800.
 3. 20% discount off set-up fees for orders greater than \$800 plus 1 single color imprint waived
 4. Samples - no additional cost on items listed \$25 or under for 1st column list price. Purchasing Agency will be billed for items listed above \$25 and will be reimbursed if returned within 90 days.
2. Contractor shall provide embroidery and imprinted costs on a per order basis.
3. Contractor shall provide electronic proofs at no additional cost.
4. Contractor shall pass on exact freight charges on all standard, rush order, and manufacturer orders.
5. Contractor shall waive all restocking and shipping fees for products that are damaged and/or printed incorrectly. Contractor will be notified within 15 calendars days after receipt of order.
6. Contractor shall waive all restocking and shipping fees of returns/exchanges on blank items.
7. Contractor shall maintain IMG licensed for James Madison University for the duration of the contract. Any associated costs shall be the sole responsibility of the Contractor.
8. Contractor shall not bill the Purchasing Agency charge card processing fees.
9. All deliveries made to the Purchasing Agency shall be FOB destination.
10. Contractor shall provide the following rebates to James Madison University based on total annual sales. Rebate shall be sent no later than December of each year of the contract, beginning with December 2019. Payment shall be sent to the name and address listed below:

Annual Spend	Incentive %
\$50,000 - \$99,999	1%
\$100,000 - \$149,999	1.25%
\$150,000+	1.5%

James Madison University
Cash & Investments
Attention: Tisha Leeth
1031 S. Main Street, MSC 5711
Harrisonburg, VA 22807

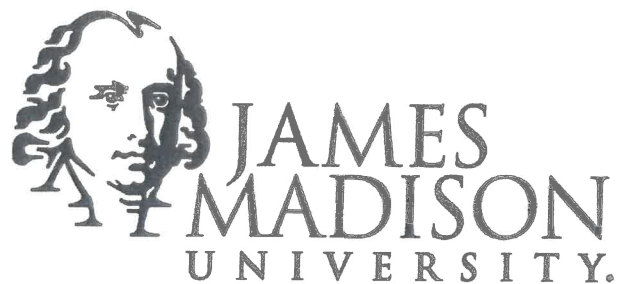
11. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment Act.



**RFP # DMS-1000, Promotional Items and Imprinting Services
Negotiation Summary for Promotional
Considerations**

08/30/18

12. The Contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.

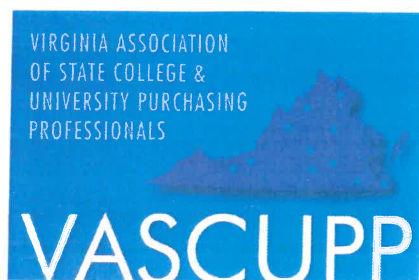


Request for Proposal

RFP# DMS-1000

Promotional Items and Imprinting Services

March 22, 2018



REQUEST FOR PROPOSALS

RFP# DMS-1000

Issue Date: March 22, 2018

Title: Promotional Items and Imprinting Services

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 with Five (5) Additional One (1) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 P.M. on April 24, 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: Dana Simmers, VCA, Buyer Senior Procurement Services, simmerdm@jmu.edu; 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:



3705 Saunders Ave · Richmond, VA 23227

Date: _____

Web Address: www.promoconsiderations.com

Email: bbaughan@promoconsiderations.com

By: 
Name: **Bobby Baughan**

Title: Vice President (Please Print)

Phone: (800) 229-4677

Fax #: (804) 288-2330

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

* Above is pending for certification, Going through approval process currently

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.

RFP # DMS-1000

Statement of Needs – B. Item # 3

Dear panel for JMU RFP # DMS-1000:

Thank you for including Promotional Considerations in the opportunity to bid on your proposal. Our firm has been in business since 1984, providing a multitude of products and a wide range of services in the promotional products field. We were an awarded recipient of RFP#MLO-568 originally in October 2012, Contract #UCPJMU3966. Additionally, being a proud JMU graduate and current JMU parent, I have a genuine interest in offering quality products, in a timely fashion, and at discounted rates to JMU. I have been employed by Promotional Considerations for over 28 years.

We also inventory product and maintain online company webstores for a few different national and regional corporations; including Jiffy Lube, LifeNet Health, PRA (Pharmaceutical Research Associates), and more.

Beginning March 01, 2018, Promotional Considerations became a woman owned limited liability corporation in Virginia. Currently, we are awaiting confirmation from DMBE for our certification as an eVA SWaM woman owned micro business entity. We are going through the process now and hope to have confirmation in the next 30 days. ([REDACTED] JAM Promotions/Promotional Considerations) Also beginning on March 01, 2018, we became affiliated with an industry service provider ipromoteu. They offer us greater options for vendor resources, as well as additional pricing discounts we are able to pass along to our clients. They also handle our accounting functions, including invoicing and collections.

Promotional Considerations has a full time internal graphic design department and customer service staff to assist with any requests or needs. We enroll the services of a local contract silk screening and embroidery operation, who offer us preferential and normally free rush services, while producing excellent quality. They are listed on "Attachment B". Peg's Embroidery is not enlisted as an eVA participant or SWaM vendor, but is Native American, and also currently requesting certification through DMBE for this.

(end of page 1, 2 pages)

Robert (Bobby) Baughan

10637 Argonne Drive, Glen Allen, VA 23060
Home: (804) 816-1658 Cell: (804) 816-1658: bobbyjmu@aol.com

Executive Profile

Accomplished Executive with demonstrated ability to deliver mission-critical results. Award-winning sales achiever, personable with clients and fellow salespeople. Work with broad and diversified client base to enhance their marketing programs.

Also direct vendor relations at my firm, interacting with our suppliers to achieve beneficial and maximum results from them, while informing and educating rest of our sales staff

Skill Highlights

- Leadership/communication skills
- Client account management
- Top sales performer
- Product line expansion
- Business operations organization
- Courteous demeanor

Core Accomplishments

Customer Relations

- Earned high marks for sales achievement, company-wide.

Multi-tasking

- Ability to work fast on my feet with a diverse client base, many of which are rush time critical situations. Also have to interact with vendors for the rest of our sales staff for the best results to our clients

Professional Experience

Account Executive, Director of Vendor Relations

January 1990 to Current

Promotional Considerations – Richmond, VA

Continued to increase my client base and sales volume. Interact with a wide variety of customers, and treat each transaction with the same amount of importance. Always submitted the highest volume of orders in my company.

Garnered more product knowledge and have the ability to quickly suggest product/supplier to meet customer's needs and provide what they require in a timely and affordable manner. Because of this, fellow sales people also rely on me to provide suggestions to them for their situations.

Since 2007 have taken on additional responsibilities as Director of Vendor Relations at our firm. Organizing 3-4 vendor rep meetings a month, disseminating information and special offers from vendors to sales people and many other tasks that benefit our sales staff and most importantly our clients.

As a member of industry supplier/distributor network Premier Group, have won over 10 national awards for sales achievement 3rd place or above nationally since 2002 when group was formed.

Warehouse, Sales

July 1981 to December 1989

Vatex America – Richmond, VA

Initial job after graduating from college. Imprinted sportswear store, printer and promotional products company. Began in the warehouse as an order picker and become warehouse manager within 1st year.

After a couple of years working the warehouse, began sales career by maintaining existing accounts and creating new ones from referrals and cold calling. Being a native Richmond resident, had a number of friends and acquaintances that helped me build my account base. My sales grew by @ least 20% for my first 5 years in sales

while with this firm. Learned to interact with people from many levels of influence in many different job settings, and gained extensive product knowledge.

Education

James Madison University 1981

Harrisonburg, VA

Business/Office Administration

Bachelor of Science

Hermitage High 1977

Richmond, VA

High School Diploma

HIGHLIGHTS OF QUALIFICATIONS:

- ▶ Ability to manage multiple tasks and work under deadline pressure.
- ▶ Proficient in Microsoft Word, PowerPoint, and Excel.
- ▶ Able to plan, organize, develop and supervise day-to-day activities and special projects.
- ▶ Managed a business unit, with profit targets, selling to the general public.
- ▶ Confident in dealing and interacting with the public, over ten years of experience.

PROFESSIONAL EXPERIENCE:

Promotional Considerations, Richmond, VA

July 2008 - Present

Office Manager

- ▶ Assisted with sales of promotional products for General Manager
- ▶ Met with clients on behalf of General Manager
- ▶ Managed all executive level administrative tasks
- ▶ Provided administrative support for General Manager and sales team

Cottrell Communications, Richmond, VA

November 2005 - June 2008

Service Coordinator

- ▶ Assist customers in diagnosis of telephony problems
- ▶ Interpret customer needs and submit appropriate orders
- ▶ Coordinated service schedule and assign orders to technical staff
- ▶ Train customers on telephone and voicemail features

January 2005 - September 2005

Lord and Taylor, Fairfax, VA

Nars Cosmetics Business Manager

- ▶ Worked with Area Sales Manager to achieve sales plan
- ▶ Developed, planned, and executed in-store events and product launches
- ▶ Checked in and recorded new receipt of merchandise
- ▶ Supervised makeup artists

Dillard's, Richmond, VA

August 2003 - December 2004

Lancome Beauty Advisor

- ▶ Assisted customers in finding products to meet their needs
- ▶ Demonstrated makeovers when teaching customers about new products
- ▶ Built clientele by adding customers to customer registry
- ▶ Participated in inventory

Colonial Heights Middle School, Colonial Heights, VA

February 2003 - June 2003

Special Education Paraprofessional

- ▶ Assisted Special Education students with reading skills
- ▶ Tutored students in all academic subjects
- ▶ Supervised students in the classroom

Burdines, Sarasota, FL

June 2002 - October 2002

Visual Merchandising, Travel Team

- ▶ Executed promotional calendar
- ▶ Executed and maintained store displays
- ▶ Worked with Visual Manager in executing sales and special events
- ▶ Interpreted a variety of display diagrams

EDUCATION:

Bachelor of Science, Radford University, Radford, VA

May 2002

Major: **Fashion Merchandising**

Major GPA: **3.2**

Dean's List 2001

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As far as the subject of Small Business Subcontracting and Evidence of Compliance as described in item L. page 18 (Special Terms and Conditions) of your request, we currently do not use the services of state subcontractors other than the two listed above. Most of our subcontractors are not located in the state of Virginia. As these requests are new to us, we will endeavor to enroll the services of SWAM contractors when opportunities present themselves.

RFP # DMS-1000

Statement of Needs Responses

1. The electronic connection to our website and product listing is www.promoconsiderations.com . On March 1st 2018, Promotional Considerations became affiliated with industry service provider ipromoteu, which handles our accounting functions including invoicing and other back office functions. They also provide us and our clients greater access to a wider array of vendors offering preferential pricing and service. A complete listing of these vendors is available on request.

2. Promotional Considerations can create a reasonable amount of electronic catalogs or flyers on request at no charge. If a more involved program is involved, we will inform you of all costs involved. We can also provide E-Flyers offering current or seasonal specials to any department within JMU.

3. Electronic proofs can be provided at no cost for any order placed with us. Additionally, we are happy to provide “virtual” product samples and in some cases actual product samples with a desired image on item before placing an order without obligation.

4. I am an active JMU alum, Duke Club member, and JMU parent (daughter currently a Junior); so I often travel to Harrisonburg for many sporting events and other activities. Regardless of that, with an award of this contract I would be happy to visit on a regular basis, , and also on 24 hour notice if necessary or sometimes same day if time allows (about 2 hours from my office).

If I happen to be out of the office or not available, dedicated inside customer service service person(s) are available to assist w/ JMU requests. I also check e-mail after normal business hours for any JMU staff and/or student requests that may come in.

5. I am the primary contact for ordering, product research, price quotes, etc. My assistant Breck Ruddock can also assist if I am not available. Contact information below.

(End of Page 1)

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Promotional Considerations Contacts:

Primary, Account Executive – Bobby Baughan (800) 229-4677 (xtn. 313)


bbaughan@promoconsiderations.com

Executive Assistant -

Breck Ruddock (800) 229-4677 (xtn. 314)

breckm@promoconsiderations.com

Our Physical/mailling address:

3705 Saunders Ave.
Richmond, VA 23227
Fax 804-288-2330

*Payments are made out & sent to our service
provider:*

ipromoteu

P.O. Box 200896

Pittsburgh, PA 15251-0896

(800) 850-3370 <https://customer.ipromoteu.com/promoconsiderations>

6. Our firm has been in business since 1984, I have been here since December of 1989.

We have worked w/ many schools and educational institutions over the years; this includes a number of VASCUPP schools, community colleges, private universities and more. Some of these include but are not limited to VCU athletics, VCU center for Sports Leadership, University of Richmond Athletics, University of Richmond Alumni office, J.Sargeant Reynolds Community College Office of Marketing, and many more.

Normally I try to reach out to existing client contacts if aware of annual event, or if they need idea input for a budget and/or theme I promptly provide feedback. Have a wealth of product knowledge as well as awareness of options should there be a or deadline/event situation.

7. We have maintained and currently have a license for JMU through CLC. Copy provided.

8. As mentioned in item #3, we can many times provide free “speculative” samples without cost or obligation. These are normally for items with list prices under \$20 and for 1 color imprints. There is no limit within reason, we will inform if there are charges that may be necessary as well as time needed for delivery.

9. Minimum order quantity varies depending on item being ordered and imprint or decoration method. These are listed in catalogs or sites for my product lines. Please check with me if less than minimum order quantity is needed.
10. Most items are shipped UPS or FedEx ground from our factories, with shipping billed @ cost and added to the invoice. Shipping *estimates* can be provided with quotes on request, along w/ estimated delivery times. If there is a rush/event deadline situation, we make every effort to rush production time and avoid any shipments by air to save on shipping charges. Delivery times vary depending on the item ordered and shipping point of factory. Many items can be delivered in 2 weeks or less. Please consult with us for rush situations. For larger T-shirt orders (500+), I can sometimes deliver these to avoid shipping charges. Will also consider No shipping charges on other embroidered or screen printed apparel orders.
11. Most Items are bulked packed standard, but some are in boxes or bags. special gift boxes or packages are available on request for additional charges. most products will show standard packaging for particular item in respective catalog or website/link. Repacking of apparel after being decorated will vary and quantity in different cases is not always the same, especially for different sizes. Please consult us for special packaging requirements prior to placing order.
- 12/13. If there is a problem or mistake generated by us or one of our factories, please inform us within 15 calendar days from receipt of shipment for partial or full replacement or credit. These will need to be discussed and negotiated if there are discrepancies or conflicting viewpoints, but we stand behind our products and endeavor to keep you satisfied. For problems related to the shipment by carrier or delivery provider, a claim normally needs to be filed. Contact us if assistance is needed for this. If there are agreed upon mistakes made by us, there are no charges for the items or for returning them.

If merchandise is received as unacceptable, please notify the primary contact or customer service person @ Promotional Considerations of the issue/problem. We will then discuss with you and determine if you wish us to replace or refund you for the merchandise.
14. Since we represent manufacturers for the products we provide, they maintain material safety data sheets of their products & accredited safety compliance affiliations (such as QCA, ISO, etc.), as well as their procedures for quality control and product testing. These are always available on request, and/or on most of their sites.

15. See attached quote form, list price, & invoice.
16. We accept payments by check, or purchase orders and credit card payments through eVA, by phone, or electronically through our service provider ipromoteu. Upon receipt of invoice from ipromoteu, the toll free phone and email address are provided for this.
17. See sample invoice. Preferred payment within 30 days by check or credit card.
18. Promotional Considerations accepts charge card payments.
19. Promotional Considerations will provide dollar volume rebates for all combined JMU purchases within a calendar year as follows:
 - Sales totaling \$50,000-\$99,999 – 1% Dollar Volume Rebate
 - Sales totaling \$100,000-\$149,999- 1.25% Dollar Volume Rebate
 - Sales totaling \$150,000 + - \$1.5% Dollar Volume Rebate.
20. Since first being awarded Promotional Items Contract #UCPJMU3966 initially in 2012, Promotional Considerations has sponsored events or made donations of product to various departments. Some of these include, but are not limited to:
 - \$250-\$500 sponsor annually for 10+ years to the JMU Alumni Assn. @ our annual Richmond Alumni Crabfest to raise money for JMU scholarships. I have also donated my personal time(6-10 hours a day per) @ each event volunteering
 - For the previous 2 Homecoming football weekends (2016, 2017) Promotional Considerations was a \$1000 sponsor with the Duke Club for the Gourmet Pairing events held on Friday night. Additionally, I personally have been a Duke Member and season tickets football holder for many years.
 - Have contributed annually to JMU Giving Day to different organizations.

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- Just last week, donated 200 gift bags to JMU Duke Club for their annual Duke Club Golf Classic, valued @ over \$350. I/we also donated over \$300 worth of apparel embroidered with the JMU logotype.

These type donations should continue as business relationship continues.

- Also, we do not wish to quote on Item B. "Imprinting Services" of this proposal.

Thank You Very Much for the Opportunity!

Bobby Baughan
Vice President-Promotional Considerations

Bobby Baughan

From: Myles Brown [Myles.Brown@img.com]
Sent: Tuesday, April 03, 2018 7:48 AM
To: Bobby Baughan
Subject: RE: Renewal of Local License w/ James Madison University

Bobby,

Jeff Marks is the main contact for Promotional Considerations. Your license is not set to expire until December 2018, at which time I will send the necessary paperwork to renew your license.

Thanks,
Myles

College License
Info - 5 Pgs.

Myles Brown
Coordinator – Licensing Operations
IMG College Licensing
P 770-618-8417
E myles.brown@img.com

From: Morgan Blackwell
Sent: Monday, April 02, 2018 5:32 PM
To: Myles Brown
Subject: FW: Renewal of Local License w/ James Madison University

Morgan Blackwell
Coordinator, Licensing Operations
IMG College Licensing
P 770-799-3268
E morgan.blackwell@img.com

From: Bobby Baughan [<mailto:bbaughan@promoconsiderations.com>]
Sent: Monday, April 02, 2018 8:41 AM
To: Morgan Blackwell
Subject: Renewal of Local License w/ James Madison University

Good morning, we are a previous holder of local license with James Madison University and wish to renew our license. Please forward current documentation and guidelines for proceeding with this.

I appreciate your time and help, Bobby

Bobby Baughan
Vice President

4/11/20

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**THE COLLEGIATE LICENSING COMPANY
INTERNAL CAMPUS SUPPLIER AGREEMENT**

This is an Agreement between Promotional Considerations Inc., a Corporation organized under the laws of the state of VA, having its principal place of business at 6250 Gorman Road, Richmond, VA 23231* ("Licensee"), and The Collegiate Licensing Company, a corporation organized under the laws of the state of Georgia, having its principal place of business at 1075 Peachtree Street, Suite 3300, Atlanta, Georgia 30309 ("CLC").

Correct Address - 3705 Saunders Ave Richmond, VA 23227

WHEREAS CLC represents the licensing interests of the colleges and universities listed on Appendix A attached hereto ("Collegiate Institution") and has the exclusive rights, as agent, to license for commercial purposes the use of certain indicia, including but not limited to the trademarks set forth in Appendix B ("Licensed Indicia"); and

WHEREAS Licensee desires to be authorized, for the limited purposes stated herein, to utilize Licensed Indicia on the certain products submitted for approval, and CLC is willing, subject to certain conditions, to grant such a license; and

NOW, THEREFORE, in consideration of the parties' mutual promises, covenants, conditions, and limitations contained herein, the parties hereto agree as follows:

1. OWNERSHIP OF RIGHTS

Licensee acknowledges and agrees that the Collegiate Institutions are the sole and exclusive owners of all rights, title and interest in and to their respective Licensed Indicia as set forth in Appendix B, as well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by the Collegiate Institutions and CLC. Licensee's use of any Licensed Indicia inures to the benefit of the Collegiate Institutions.

2. GRANT OF LICENSE

(a) CLC hereby grants to Licensee permission to use the Licensed Indicia as set forth in Appendix B in connection with the certain products ("Licensed Articles") submitted for approval as per Paragraph 6 of this Agreement, and in accordance with the limited terms and conditions herein. Licensee shall have the right to sell the Licensed Articles to internal departments and recognized clubs and organizations of the Collegiate Institutions ("Customers") as listed on Appendix B-1 for internal use only by the Customers and not for resale. For purposes of this Agreement, Customers do not include bookstores, other institutional retail outlets, or non-recognized student clubs and organizations. In the event that Licensee distributes and/or sells the Licensed Articles to any person or entity other than the Customers, CLC or the Collegiate Institutions shall have the right to immediately terminate this Agreement and require Licensee to pay damages in the amount no less than the royalty fees charged by the Collegiate Institutions to licensees that are authorized to distribute and/or sell products to traditional retail outlets.

(b) Licensee shall comply with any labor code and monitoring requirements established by the respective Collegiate Institutions, including but not limited to the requirements set forth in The Collegiate Licensing Company Special Agreement Regarding Labor Codes of Conduct, which is incorporated herein by reference. CLC shall give Licensee reasonable written notice of any changes in labor code requirements. Licensee, upon receipt of the notice, is responsible for complying with the new labor code requirements. Licensee's failure to comply with this Paragraph may result in immediate termination of this Agreement.

(c) No right, express or implied, is granted to Licensee to sublicense or otherwise transfer the right to use the Licensed Indicia to third parties, and any such right is expressly withheld from this Agreement.

3. TERM/TERMINATION

(a) This Agreement shall be deemed effective the date of the last signature below and shall expire on December 31, 2013, unless terminated sooner or extended in accordance with the provisions hereof. Thereafter, this Agreement shall automatically be extended for additional yearly periods under the same terms and conditions unless either party shall give written notice of termination at least thirty (30) days prior to the end of the respective

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period or Licensee fails to remit payment for the administrative fee on the anniversary date as noted in Paragraph 4.

(b) This Agreement may be terminated for cause by either party effective upon thirty (30) days written notice of either party.

(c) CLC shall have the right to terminate this Agreement upon written notice to Licensee without cause with respect to a particular Collegiate Institution in the event that said Collegiate Institution directs CLC to terminate this Agreement. This termination shall be without prejudice to any other rights CLC may have, whether under the provisions of this Agreement, in law, in equity or otherwise.

(d) This Agreement shall be deemed automatically terminated in the event that Licensee closes, ceases doing business in the manner in which it presently operates, files any petition under any federal or state bankruptcy statute, or is adjudicated bankrupt or insolvent, or sells, assigns or otherwise transfers ownership of the Licensee. Further, Licensee shall notify any transferee of this Agreement, its termination, and that the transferee cannot use the Licensed Indicia name in connection with its business or services.

4. PAYMENTS

Administrative Fee: Upon execution of the Agreement, and on each successive anniversary date during the Term, Licensee shall pay to CLC, as a nonrefundable payment, an administrative fee of \$100.00 for each Collegiate Institution as listed on Appendix A for which Licensee maintains a license.

5. RECORDS AND RIGHT TO AUDIT

Licensee agrees to keep all books, accounts and records covering all transactions relating to this Agreement. CLC and its duly authorized representatives shall have the right to examine such books, accounts and records and all other documents and material in Licensee's possession or under its control, with respect to the subject matter and terms of this Agreement, and shall have a reasonable amount of access thereto for such purposes and for the purpose of making copies and/or abstracts therefrom. All such books, accounts and records shall be kept available for at least three (3) years after the termination or expiration of this Agreement.

6. QUALITY AND APPROVAL OF LICENSED ARTICLES

The quality of the Licensed Articles as well as the manner and style in which the Licensed Indicia are used must be approved by the respective Collegiate Institutions. Licensee agrees to submit via MyiCLC all designs and products bearing the Licensed Indicia prior to sale or distribution. Any proposed change in the Licensed Articles shall also be submitted via MyiCLC for approval. Licensee shall not alter, modify, dilute or otherwise misuse the Licensed Indicia.

7. INDEMNIFICATION AND INSURANCE

(a) Licensee hereby agrees to be solely responsible for, to defend, and indemnify CLC, the Collegiate Institutions and their respective officers, agents, and employees, and to hold each of them harmless from any claims, demands, causes of action or damages arising out of the use of the Licensed Indicia in connection with the manufacture, distribution, sale or use of the Licensed Articles or otherwise.

(b) Prior to the first sale of any Licensed Article, Licensee shall obtain, and thereafter maintain, commercial general liability insurance including product and contractual liability insurance providing adequate protection for CLC, the Collegiate Institutions and their respective officers, agents, and employees as additional insureds on Licensee's policy in amounts of coverage specified below, against any claims, demands, or causes of action and damages, arising out of alleged defects in Licensed Articles, or any manufacture or use thereof. Licensee agrees that such insurance policy or policies shall provide coverage of one million dollars (\$1,000,000) for personal injury, bodily injury and property damage arising out of each occurrence, or Licensee's standard insurance policy limits, whichever is greater. However, recognizing that the aforesaid amounts may be inappropriate with regard to specific classes of products, it is contemplated that CLC may make reasonable adjustment to the foregoing amounts.

8. SURVIVAL OF RIGHTS

The terms and conditions of this Agreement necessary to protect the rights and interests of the Collegiate Institutions in their respective Licensed Indicia shall survive the expiration of this Agreement. Additionally, the terms and conditions of this Agreement which provide for any activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled and satisfied.

9. CONFORMITY TO LAW AND POLICY

Licensee shall comply with such guidelines, policies, and/or requirements as CLC or the Collegiate Institutions may announce from time to time, including without limitation guidelines, policies and/or requirements contained in periodic CLC bulletins. Licensee shall comply with all laws, regulations and standards relating or pertaining to the manufacture, sale, advertising or use of the Licensed Articles and shall maintain the highest quality and standards. Licensee shall comply with the requirements of any regulatory agencies (including without limitation the United States Consumer Product Safety Commission) which shall have jurisdiction over the Licensed Articles.

10. INTEGRATION

This Agreement constitutes the entire agreement between the parties as to the Licensed Articles, and no modifications or revisions hereof shall be of any force or effect unless the same are in writing and executed by both parties hereto.

11. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

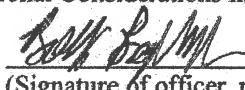
12. APPLICABLE LAW

This Agreement shall be governed by the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Promotional Considerations Inc.

By:



(Signature of officer, partner, or person
duly authorized to sign)

Title:

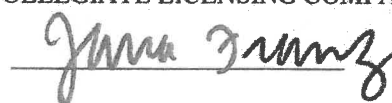
Director, Vendor Relations

Date:

11/8/12

THE COLLEGIATE LICENSING COMPANY

By:



Title:

Vice President

Date:

1/14/13

reviewed 2017

APPENDIX A
COLLEGIATE INSTITUTIONS

4 of 4

<u>Institution(s)</u>	<u>CLC Administrative Fee</u>
James Madison University	\$100.00
Total Fees:	\$100.00
Less Application Fee:	<u>- \$100.00</u>
Total Due:	\$0.00

PROMOTIONAL CONSIDERATIONS

Promotional Considerations Incorporated
3705 Saunders Ave. Richmond, VA 23227
(800) 229-4677 FAX (804) 288-2330
E-mail: bbaughan@promoconsiderations.com

Quotation

TIN #~~541296902~~
JMU Contract UCPJMU3966

TO:

Emily Hurd
JMU Duke Club

DATE:

February 22, 2018

WE ARE PLEASED TO QUOTE AS FOLLOWS:

YOUR INQUIRY - *Golf Classic*

F.O.B.

Factory, shipping added

TERMS

Net 30, credit card accepted

ESTIMATED SHIPPING DATE

3 weeks

DESCRIPTION	QUANTITY	PRICE	AMOUNT
AT1064 steel 64 oz. single wall growler; printed 2 colors, 1 side.	200	\$12.76	\$2552.00
1 screen/ set-up charge, 1 @ No charge per JMU contract	1		\$ 28.00
Ground shipping charge for growlers	200	\$ 2.25	\$ 450.00
		Total	\$3030.00

Pre-production art/paper proofs provided.

Thank You for your interest and let me know how I can help, Bobby

ABOVE PRICES GOOD FOR 60 DAYS

OFFICIAL SIGNATURE Bobby Baughan

Item #15
Statement of needs



INVOICE

SOLD TO: JMU Duke Club
Emily Hurd
JMU DUKE C 380 University Blvd.
MSC 0402
Harrisonburg VA 22807

Date	03/13/18
Number	1368992PR3
Your P.O.	Golf Classic
Ship Date	03/14/18 1368992PR3
Carrier	
Affiliate	Bobby Baughan 804-716-7303
Terms	Net 30

To process an online payment, please visit:
<https://customer.ipromoteu.com/promoconsiderations>

Quantity	Unit	Item	Description	Unit Price	Extension
200	EA	AT1064	Single Wall 64 oz stainless steel Growler Printed 2 colors, 1 side New 2 color JMU logotype	12.76	2552.00
1		SET UP	1st color	28.00	28.00
1		E	EPROOF	0.00	0.00

1 screen discounted 20%
2nd screen no charges
Per current JMU Contract

DELIVERED TO:

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

* Less than
Quoted

SUB TOTAL	2580.00
TAX Tax Exempt	0
SHIPPING *	(407.39)
PREPAYMENT	0
TOTAL DUE	* \$2,987.39

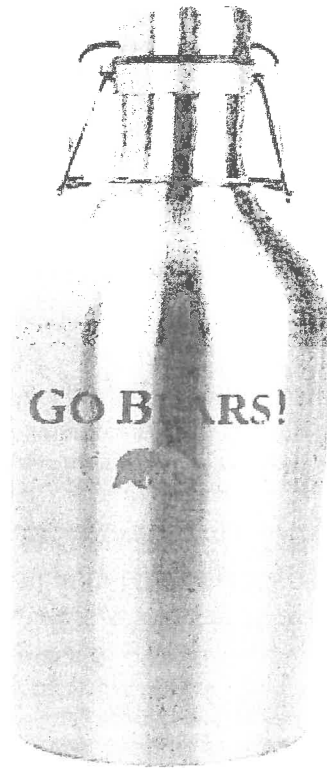
Thank you for your order! Please remit
payment to the following address and make
your check payable to:

or to pay by credit card, please call

IPROMOTEu
PO Box 200896
Pittsburgh PA 15251-0896

ipromoteu
800-850-3370

IPROMOTEu has been retained for various administrative services. Our services
include the invoicing of the sale, and collection and processing of payments.

[◀ Back to Results](#)[➔ Share ▼](#)[🔗 Create Virtual Sample](#)[📄 Download \(/ws/ws.dll/QPic?SN=67453&P=115174042&RS=1800&ForceDL=1\)](/ws/ws.dll/QPic?SN=67453&P=115174042&RS=1800&ForceDL=1)

64 Oz. Single Wall Stainless Steel Beer Growler with Swing Top

Item # AT1064

Newest item for our line! This elegant stainless steel growler is a favorite for travelers and campers. Large 64 Oz. capacity can hold lots of drinks and ice cubes can be put inside of it or around it. Built-in swing top is functioned as a stopper to close the growler at your ease as it is always hinged there. Swing top lid up to open or down to close. Made of food grade unbreakable stainless steel so you can enjoy the drink for a long time. 11" H x 4.25" Diameter

less 16%

Quantity	72	144	288	576
Your Price (each)	\$14.80	\$14.60	\$14.40	\$14.20

*Plus, 50 each per additional print color
Plus \$35.00 set-up charge per print color.*

PROMOTIONAL CONSIDERATIONS

INVOICE

SOLD TO: Family Care Pharmacy
FAMILYCARE Tim Dowdy
7016 Lee Park Rd.
Suite 300
Mechanicsville VA 23111

#17 Sample
Invoice
2 PGS

Date	04/17/18
Number	1384738PR3
Your P.O.	
Ship Date	04/13/18 1384738PR3
Carrier	
Affiliate	Bobby Baughan 804-716-7303
Terms	Net 30

Quantity	Unit	Item	Description	Unit Price	Extension
250	EA	OFZ700	8"x 7" mouse pad, full color bleed in dark/forest green-image shows in white.	1.71	427.50
0	EA	PROOF	Send E/art proof: bbaughan@promoconsiderations.com	0.00	0.00
1	EA	SET UP	For mouse pads	50.00	50.00
500	EA	12160	Pill Capsule stress reliever White/royal, dark/forest green print on white side	1.25	625.00
1	EA	PROOF	Send E/art proof: bbaughan@promoconsiderations.com	0.00	0.00
1		SET UP	Set-up for pill stress reliever	50.00	50.00
1000	EA	55863	Metallic Vibe Pen 500 each in blue, & green white print @ max area	0.50	500.00

DELIVERED TO:
Family Care Pharmacy
Tim Dowdy
7016 Lee Park Rd.
Suite 300
Mechanicsville VA 23111

SUB TOTAL

TAX VA 5.3%

SHIPPING

PREPAYMENT

TOTAL DUE

Thank you for your order! Please remit payment to the following address and make your check payable to:

iPROMOTEu
PO Box 200896
Pittsburgh PA 15251-0896

or to pay by credit card, please call

iPROMOTEu
800-850-3370

iPROMOTEu has been retained for various administrative services. Our services include the invoicing of the sale, and collection and processing of payments.

PROMOTIONAL CONSIDERATIONS

INVOICE

SOLD TO: Family Care Pharmacy
FAMILYCARE Tim Dowdy
7016 Lee Park Rd.
Suite 300
Mechanicsville VA 23111

Date	04/17/18
Number	1384738PR3
Your P.O.	
Ship Date	04/13/18 1384738PR3
Carrier	
Affiliate	Bobby Baughan 804-716-7303
Terms	Net 30

Quantity	Unit	Item	Description	Unit Price	Extension
1	EA	PROOF	Send E/art proof: bbaughan@promoconsiderations.com	0.00	0.00

DELIVERED TO:
Family Care Pharmacy
Tim Dowdy
7016 Lee Park Rd.
Suite 300
Mechanicsville VA 23111

SUB TOTAL	1652.50
TAX VA 5.3%	87.58
SHIPPING	102.07
PREPAYMENT	0
TOTAL DUE	\$1,842.15

Thank you for your order! Please remit payment to the following address and make your check payable to:

iPROMOTEu
PO Box 200896
Pittsburgh PA 15251-0896

or to pay by credit card, please call

iPromoteu
800-850-3370

iPROMOTEu has been retained for various administrative services. Our services include the invoicing of the sale, and collection and processing of payments.

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 34 Months 2

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 #
Southern States Coop.Inc.	20+ Years	6606 W. Broad St. Richmond, VA 23230	Roger Lassiter (804) 281-1244
W.M. Jordan Co.	15+ Years.	11010 Jefferson Ave. Newport News, VA 23601	Holli Wilson (757) 896-5130
American Trucking Assoc.	10+Years	950 N.Glebe Rd.#210 Arlington,VA 22203	Rowenna Martin(703) 838-1962
J.Sargeant Reynolds C.C.	10+Years.	1701 E.Parham Rd.Richmond, VA 23228	Valerie Paige Clark (804)523-5231
Henrico Cty.Recs.& Parks.	5+ Years	6800 Staples Mill Rd. Henrico, VA 23228	Dawn Miller (804) 501-5137

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

Bobby Baughan - Promotional Considerations - 3705 Saunders Ave. Richmond, VA 23227

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

[] YES [x] NO

IF YES, EXPLAIN: _____



Bobby Baughan

3705 Saunders Ave · Richmond, VA 23227
PH 804.288.2224 · CELL 804.402.9825
www.promoconsiderations.com
bbaughan@promoconsiderations.com

ATTACHMENT B

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

Offeror Name: Promotional Considerations

Preparer Name: Bobby Baughan

Date: 4/19/18

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

* We are currently pending certification from DMBE as a woman owned Micro business, will forward upon notification

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: RFP# DMS-1000

Date Form Completed: 4/19/18

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

Offeror / Proposer:
Promotional Considerations
Firm

3705 Saunders Ave.
Address Richmond, VA 23227

Bobby Baughan
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)
Peg's Embroidery 11814 Murray Olds Ct Arlington, VA 23114	Pat Hamilton (804) 972-3392	E745 (Native American Owned)	Embroidery	To be determined About 65%	\$7234.30
Image Designers 2032-C Dabney Rd. Richmond, VA 23230	Troy Farrar (804) 355-8500	Small, not EVA swam (TIN# [REDACTED])	Apparel Screen Printer	To be determined About 50%	\$14,373.05

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

RETURN OF THIS PAGE IS REQUIRED



MONACAN INDIAN TRIBE

M E M B E R

0390-0569

ENROLLMENT NUMBER

Patricia Ann Hamilton

has been recognized by the Council to be a blood member
of the Monacan Indian Tribe.

[Handwritten signature]

Chief

RFP # DMS-1000

Statement of Needs- Item # 6.

Amount of Sales Promotional Considerations had in calendar year 2017 with other VASCUPP Members:

University of Mary Washington-	\$1667.50
Virginia Commonwealth University-	\$23528.50



3705 Saunders Ave · Richmond, VA 23227

PH 804.288.2224 · FAX 804.288.2330

www.promoconsiderations.com

RFP# DMS-100 Pricing Schedule- Promotional Items

1.
 - a. 16% discount off list price for initial two(2) published price columns(1 color, 1 location print)
 - b. 21% discount off list price for the third price column and beyond.(1 color, 1 location print)
 - c. Additional embroidery & imprinted costs negotiated, per order basis.
 - d. 20% discount of set-up charges for all apparel & non-apparel orders under \$800.00. One single color set-up fee for non-apparel orders \$800+ waived.
2. Electronic proofs provided at no additional cost.
3. Prices are for standard service, which is normally 10-12 business days. Rush orders can many times be handled at no additional charge. Please consult with us and we will quote any additional rush production and/or shipping fees required.
4. Please refer to items 12-13 on page 3 of Statement of Needs Responses for details. We will waive all restocking and shipping fees for returns/exchanges if confirmed mistakes on our end. Glad to negotiate otherwise.
5. If goods are confirmed defective, broken, or damaged; we will replace or Credit/refund agreed upon quantity in need.
6. There will be no processing fees for credit card payments.
8. Shipping charges that apply will be quoted. Additional color, locations, and other printing needs are additional and vary from item to item; can be quoted.

Pg 2

9. As described in item 1D., set-up charges will be discounted 20%, and one single color Set-up charge will be waived on non-apparel orders \$800+

10. No sample charges for items listed @ \$20.00 or under for 1st column Listed price. Charged samples credited back if order results within 60 days. Please consult us, as many times we can provide these at no charge.



April 17, 2018

ADDENDUM NO.: ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DMS-1000**
Dated: **March 22, 2018**
Commodity: **Promotional Items and Imprinting Services**
RFP Closing On: **April 24, 2018 at 2:00 p.m. (Eastern)**

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

1. **Replace SECTION X. PRICING SCHEDULE with the attached revised SECTION X. PRICING SCHEDULE, Pages 21 & 22 (The reference numbers were off by one in the original pricing schedule).**

Signify receipt of this addendum by initialing "*Addendum # 1*" on the signature page of your proposal.

Sincerely,

Dana Simmers, VCA
Buyer Senior
Phone: (540-568-5113)

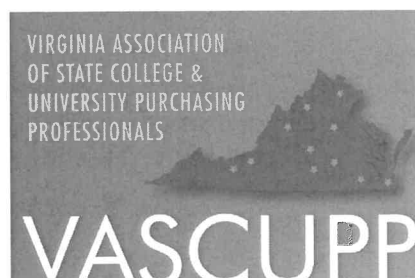


Request for Proposal

RFP# DMS-1000

Promotional Items and Imprinting Services

March 22, 2018



REQUEST FOR PROPOSALS

RFP# DMS-1000

Issue Date: March 22, 2018

Title: Promotional Items and Imprinting Services

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 with Five (5) Additional One (1) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 P.M. on April 24, 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: Dana Simmers, VCA, Buyer Senior Procurement Services, simmerdm@jmu.edu; 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # DMS-1000

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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 Promotional Items and Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.) 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 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, and lip balm. 2017 eVA Reports showed approximately \$1,119,734 in spend for JMU for promotional items and embroidery/screening printing services which came from 80 to 90 promotional vendors. 2017 eVA Reports also showed approximately \$3,000,000 in spend across Virginia which includes the JMU amount listed above.

Licensing JMU Trademarks, Logos, Seals, Indicia and Mascot: James Madison University (JMU) has assigned all rights, titles and interest in any trademarks, logos and insignias owned or acquired by the University to the James Madison University Foundation (JMUF). JMUF has established a licensing program to insure that the public properly identifies and associates JMU on products bearing the institution's marks.

Any products which carry an approved mark or logo of the University will be covered by the licensing program. Merchandise bearing JMU trademarks and logs are limited to merchandise produced by manufacturers that are officially licensed to produce JMU's marks. Officially licensed manufacturers are licensed and registered by the Foundation's licensing agent, IMG College Licensing Company (<http://www.clc.com/Licensing-Info.aspx>).

Campus organizations seeking to use JMU marks for fundraising projects, club projects, fraternity/sorority endeavors, etc. must first seek initial approval from the Associate Vice President for Business Services and then submit the proposal to a licensed manufacturer or to the JMU Foundation.

The contracts are intended to be **MANDATORY** for James Madison University Departmental end-users. Limited exemptions for certain items and services will be decided by Procurement Services. Multiple contracts shall be awarded with no certain dollar amount. While not "mandatory", other institutions may seek to utilize resulting contracts.

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 desires to partner with contractors to provide quality promotional items and imprinting printing services. Offerors interested in responding to this solicitation may choose one or both areas to respond to under the Statement of Needs section of this RFP. *Area A: Promotional Items and Area B: All Imprinting Services*. The successful contractor(s) shall furnish goods and services in the area in which they provide a response.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.

A. Promotional Items

James Madison University desires to partner with contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. James Madison University shall provide and approve all logo(s) to be used on promotional items.

Contractor shall ensure that all “JMU Identity” guidelines are met when providing requested items. JMU’s Official Graphic Standards,” including colors, logos, photography, etc. can be found at: <https://www.jmu.edu/identity/graphic-style/index.shtml>

Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1*.
2. Describe ability to customize an electronic catalog for James Madison University.
3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2*.
4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
5. List all contact information for ordering, invoicing, customer service, etc.
6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
7. Indicate if your firm is currently licensed through IMG College Licensing Company for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at:

<http://www.clc.com/Licensing-Info.aspx>

8. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 10.*
9. Provide details of minimum order requirements, if applicable.
10. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.*
11. Describe process for packaging orders.
12. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.*
13. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.*
14. Describe quality control process(s).
15. Provide sample quote showing list price, contract price and percentage off published list price.
16. Describe payment options available.
17. Provide a sample invoice and preferred method of payment.
18. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.*
19. Provide any incentive rebate options or packages.
20. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 8.*

B. Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)

James Madison University desires to partner with contractor(s) to provide quality Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.). Contractor(s) shall match thread colors and PMS to JMU identity standards, which can be found at <https://www.jmu.edu/identity/graphic-style/index.shtml> . Contractor(s) must have the capability for multiple color screen printing as well as the ability to embroider. JMU will retain ownership of any design work created for this contract.

1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).
2. Provide details of minimum order requirements, if applicable.
3. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.*
4. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.*
5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*

6. Provide a sample of a design for both screen printing and embroidery.
7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in *Section X. Pricing Schedule, B. 4.*
8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in *Section X. Pricing Schedule, B. 5.*
9. Provide the lead time for embroidered products from time of order placement until delivery.
10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*)
11. Describe timeframe for providing adequate sample items, materials, or color swatches. (*i.e. number of days for review at no charge to the University*) Provide associated costs in *Section X. Pricing Schedule, B. 6.*
12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4” full filled-in logos.
13. Describe the process for vector artwork for logos that will be screen printed.
14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in *Section X. Pricing Schedule, B. 7.*
15. Describe return policy. Provide associated costs in *Section X. Pricing Schedule, B. 8.*
16. Provide sample quote showing list price, contract price and/or percentage off published list price.
17. Provide sample invoice and preferred method of payment.
18. Provide sample quote showing list price, contract price and percentage off published list price.
19. Describe payment options available.
20. Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.*
21. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request.
22. List all contact information for ordering, invoicing, customer service, etc.
23. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
24. Indicate if your firm is currently licensed through IMG College Licensing Company for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at:

<http://www.clc.com/Licensing-Info.aspx>

25. Describe plan for providing pre-production samples of embroidery and screen printing items. (*i.e. number of days for review at no charge to the university*)
26. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, B. 11.*

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 eight (8) 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	30
2. Qualifications and experience of Offeror in providing the goods/services	15
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	20
5. Cost	20
	<hr/> 100

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

VII. GENERAL TERMS AND CONDITIONS

- 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.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be

provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) 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:

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

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

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. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or

manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

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

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

The envelope should be addressed as directed on the title page of the solicitation. The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be

disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of two (2) 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.
- G. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of material not to exceed the increase in the following index/indices: Textile Products and Apparel, Rubber and Plastic Products, and other related indices. No price increase will be authorized for 360 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- 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. PURCHASING REPORTS: The contractor shall furnish James Madison University a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.
- K. 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.

L. 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.

- M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- N. 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.
- O. 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.
- P. 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.
- Q. 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 without the express written consent of the University. 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 without the express written consent of the University.

- R. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.
- S. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- T. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency/requesting Department in usable condition after completion of the work, and prior to submission of the invoice for payment.
- U. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- V. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- W. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

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

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. *(Reference Section IV. Statement of Needs, A. 1.)*
2. The offeror shall provide associated costs for electronic proofs. *(Reference Section IV. Statement of Needs, A. 3.)*
3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. *(Reference Section IV. Statement of Needs, A. 9.)*
4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 11.)*
5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 12.)*
6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 17.)*
8. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Section IV. Statement of Needs, A. 19.)*
9. The offeror shall provide associated costs for set-up fees.
10. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. *(Reference Section IV. Statement of Needs, A. 8.)*

B. Embroidery and Screen Printing

1. The offeror shall complete the following Embroidery Price List. *(Reference Statement of Needs, Section B. Number 2)*

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 5000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 6000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 7000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 8000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 9000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 10000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Each Addtl. 1000 stitches	\$	\$	\$	\$	\$	\$	\$	\$	\$

2. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) (*Reference Statement of Needs, Section B. Number 3*)
3. The offeror shall complete the following table for screen printing services. (*Reference Statement of Needs, Section B. Number 4*)

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$	\$	\$	\$	\$	\$	\$
12-23	\$	\$	\$	\$	\$	\$	\$
24-47	\$	\$	\$	\$	\$	\$	\$
48-71	\$	\$	\$	\$	\$	\$	\$
72-143	\$	\$	\$	\$	\$	\$	\$
144-287	\$	\$	\$	\$	\$	\$	\$
288-499	\$	\$	\$	\$	\$	\$	\$
500-999	\$	\$	\$	\$	\$	\$	\$
1,000-1,999	\$	\$	\$	\$	\$	\$	\$
2,000-4,999	\$	\$	\$	\$	\$	\$	\$
5,000-up	\$	\$	\$	\$	\$	\$	\$

4. The offeror shall provide associated costs per hour for designing and creating artwork. (*Reference Statement of Needs, Section B. 6*)
5. The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. (*Reference Statement of Needs, Section B. 7*)
6. The offeror shall provide associated costs for sample items, material, or color swatches. (*Reference Statement of Needs, Section B. 10*)
7. The offeror shall provide associated costs for standard and rush orders. (*Reference Statement of Needs, Section B. 13*)
8. The offeror shall provide associated costs for returns for embroidery and screen printing items. (*Reference Statement of Needs, Section B. 14*)
9. The offeror shall provide associated costs for set-up fees.
10. The offeror shall specify associated charge card processing fees. (*Reference Section X. Pricing Schedule, B. 19*)
11. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. (*Reference Statement of Needs, Section B. 25*)

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 A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____ 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 services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: from _____ through _____

The contract documents shall consist of:

- (1) This signed 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

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)