



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJM6160

This contract entered into this 19th day of October 2021, by Schutt Sports, LLC. 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 November 1, 2021 through October 31, 2022 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # JGM-1124 dated June 28, 2021:
 - (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 July 12, 2021
 - (e) Addendum No. Two dated July 14, 2021
 - (f) Addendum No. Three dated July 15, 2021
 - (g) Addendum No. Four dated July 21, 2021
- (3) The Contractor's Proposal dated July 26, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated October 6, 2021.

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

CONTRACTOR:
By: Wes Howard
(Signature)
Wes Howard
(Printed Name)
Title: Sales Business Analyst

PURCHASING AGENCY:
By: Garrett Morris
(Signature)
Garrett Morris
(Printed Name)
Title: Buyer Senior

**RFP # JGM-1124 Athletic Fitness Equipment, Strength &
Conditioning, Apparel, & Related Services
Negotiation Summary for Schutt Sports, LLC
10/6/2021**

1. Contractor's pricing schedule is as follows:

- a. Entire Catalog: 30% off - Including *new parts and materials for reconditioned equipment*
- b. Reconditioning Services

Product	List Unit Price	Discount	Contract Unit Price
Football Helmets	\$39.95	25%	\$29.95
Shoulder Pads	\$13.95	25%	\$10.46

2. Contractor's proposal submitted in response to RFP #JGM-1124 is hereby amended as follows:

- a. Contractor shall provide free delivery on all standard, non-rush orders.
- b. Contractor shall waive all restocking and shipping fees for returns/exchanges.
- c. At the request of the Purchasing Agency, the Contractor shall provide samples at no additional cost.

3. All deliveries shall be made to the Purchasing Agency FOB Destination.

4. The Purchasing Agency will issue a purchase order for goods and services based upon an approved quote provided by Contractor. The Purchasing Agency will not be required to sign and return proposals/quotes.

5. The Contractor has disclosed all potential fees. Additional charges will not be accepted.



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RFP #JGM-1124

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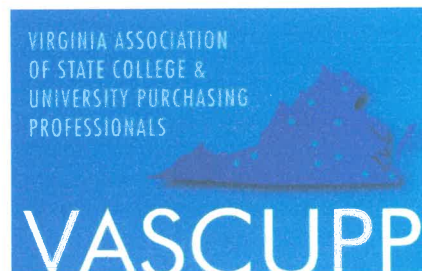


Request for Proposal

RFP# JGM-1124

**Athletic Fitness Equipment, Strength &
Conditioning Equipment, Apparel, & Related
Services**

June 28, 2021



①

REQUEST FOR PROPOSAL

RFP# JGM-1124

Issue Date: 06/28/2021

Title: Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related 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 (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on Monday, July 19, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Garrett Morris, Buyer Senior, Procurement Services, morrisjg@jmu.edu; 540-568-4501; (Fax) 540-568-7935 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.

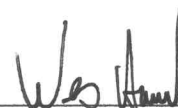
Name and Address of Firm:

Schutt Sports, LLC

610 S. Industrial Drive


Litchfield, IL 62056

By:



(Signature in Ink)

Name:



(Please Print)

Date: 7/26/2021

Title: Sales Business Analyst

Web Address: Schuttsports.com

Phone: 317-370-4749

Email: whoward@schutt-sports.com

Fax #: 217-324-2732

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

~~YES, I am a~~ ☐ YES, ☐ NO, ☐ SMALL, ☐ WOMAN, ☐ MINORITY ~~OR MINORITY~~ ☐ AA, ☐ HA, ☐ SA, ☐ LW, ☐ MC
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.



James Madison University

Request for Proposal JGM-1124

IV. Statement of Needs

A. Provide complete electronic catalog of all available athletic apparel and fitness equipment being offered. Include published price list or instructions on how to access published price list electronically. Provide discount price and or percentage discount off published price list.

A. Response: Schutt Sports Football and Baseball/Softball catalogs are available on schuttsports.com with MSRP listed. They can also be sent digitally.

B. Specify any annual allotments of apparel and equipment that will be provided to JMU free of charge. Describe the ordering and delivery process of free items.

C. Provide all information for trade-in program for fitness equipment.

C. Response: N/A for Schutt Sports in this bid.

D. Identify any other offerings to the University in regard to discounts, incentives, etc.

B&D. Response: Schutt Sports will provide shipping and handling of reconditioned football equipment at no charge.

E. List all contact information for ordering, invoicing, customer service, etc.

F. Describe experience in working directly with Athletic programs and or University Recreation to determine needs and provide athletic/fitness apparel and equipment. Include method for collaboration for the term of the resulting contract.

E&F. Response: JMU will continue to have a dedicated sales and customer service representative. Sales: Tucker Petre, National Director NFL-NCAA Sales and Promotions. Customer Service: Heather Zeller. Tucker can be reached at 904-382-4050, tpetre@schutt-sports.com. Heather can be reached at 800-426-9784, ext 2174, hzeller@schutt-sports.com.

G. Describe in detail communication plan with JMU Athletics and University Recreation, specifically the method in which the University will stay informed of the status of pending orders.

G. Response: Schutt Sports will continue to keep JMU equipment staff informed of the equipment reconditioning process through email notifications, including receiving and shipping. In addition, Schutt Sports provides and Age Inventory Report once the helmets are complete.

H. Describe your service support/repair process to include response time. Identify any potential costs associated with service/repair in *Section X. Pricing Schedule*.

I. Describe available trainings for fitness equipment. Identify any potential costs associated for training in *Section X. Pricing Schedule*.

J. Describe installation process for fitness equipment. Identify any potential costs associated with installation in *Section X. Pricing Schedule*.

H&I&J. Response: N/A for Schutt Sports for this bid.

K. Describe timeframe for providing adequate sample items, material, or color swatches. Identify any potential costs associated with sample items in *Section X. Pricing Schedule*.

K. Response: Samples can be typically provided in 1-3 weeks (varies by time of year and request). Specialized samples such as chrome may take longer than standard.

L. Describe delivery options and policies, including in-stock, rush, and manufacturer order for the athletic fitness apparel and equipment being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery in *Section X. Pricing Schedule*.

L. Response: Schutt Sports will arrange all pickups and deliveries of reconditioned athletic equipment. We will bag, tag and handle contacting the shipping company or will pick up the helmets and drive them to the shipping company.

M. Specify turnaround time for delivery (standard, rush, etc.) of the athletic apparel and equipment being offered.

M. Response: Standard turnaround time is 4-5 weeks plus transit, however, rush programs are available upon request.

N. Describe ability to maintain sufficient stock for timely delivery.

N. Response: As a good standing member of NAERA, Schutt Sports has the ability and chooses to only purchase Original Manufactured parts (OEM) from each respective equipment manufacturer. Schutt Sports keeps a sufficient stock of commonly replaced items during the reconditioning process from all appropriate manufacturers.

O. Describe in detail return policy. Identify any associated costs in *Section X. Pricing Schedule*.

O. Response: N/A for Schutt Sports for this bid.

P. Describe available warranties.

P. Response: Warranties for athletic equipment defaults to each respective manufacturer. Schutt Sports has a 5 year warranty for Varsity Helmets. You may replace or change any part or component of the Schutt Helmet System as long as you follow the manufacturer's guidelines. However, alterations, additions or any component deletions or removals you make to the helmet may void this warranty and could adversely affect the protective capabilities of the helmet. Should there ever be any question

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P. Response continued:

regarding the warranty, evaluation or function of a helmet and/or the component parts, please contact Schutt Sports for a free helmet inspection. Paint Warning Substances applied to the helmet shell which are not compatible with the shell material can cause deterioration, embrittlement and/or breakage, thereby exposing the wearer to unnecessary risk and danger. Usage of non-compatible parts, polishes and/or cleaners will render the helmet shell unsafe for further use and will void warranties. Use only Schutt approved primer, paint, thinner, polishes, and cleaners. For proper helmet painting, contact a NAERA Licensed Reconditioner or Schutt Service Center. Failure to comply can destroy shell integrity and void warranties. If you have any questions concerning paint application, please call Schutt Sports at 800.426.9784. The warranty for poly-carbonate shells is five (5) years. In order to honor the shell warranty (after the first year of use), reconditioning by a NAERA certified reconditioner is required every other year. Use only factory replacement parts to validate the warranty. The warranty for ABS shells is three (3) years. Although reconditioning is not required to validate the warranty period for youth helmets, it is recommended that a regular repair and replacement program be adopted until the helmet is retired. Air liners are warranted for a period of one (1) year. Helmets covered under the warranties should be returned in whole with all internal components intact to the Schutt Sports dealer from whom purchased, along with evidence of the purchase date, for return to the Schutt Sports Manufacturing Company. Schutt will inspect the helmet and will determine the disposition of repair or adjustments, or replacement free of charge. Use of Third Party and After-Market Products on Schutt Products All Schutt helmets and faceguards are manufactured and certified to meet the current NOCSAE performance standards. Alterations, additions or any component deletions or removals made to the helmet or faceguard that do not follow the manufacturer's guidelines may void any applicable warranty to the product and will void the NOCSAE certification of the helmet and faceguard. Schutt Sports recommends against the use of any third party, aftermarket product or accessory that alters the fit, form or function of the helmet or faceguard. Third party, aftermarket products that are used on a Schutt helmet and do not follow manufacturer's guidelines will void the NOCSAE certification and make the helmet or face mask illegal to use in most organized football leagues, games or other activities.

Q. Describe quality control process.

Q. Response: Good standing letter with NOCSAE is included.

R. Describe the process for replacement of defective, broken, or damaged athletic apparel and equipment. Include ability to provide replacement apparel and equipment within competition time restraints.

R. Response: Schutt Sports will seamlessly replace any Schutt shell under warranty during the reconditioning process. All other manufacturers' helmets that are found to be under warranty and defective will be returned to the school.

S. Describe equipment re-conditioning services to include the re-conditioning of football helmets, shoulder pads, field equipment, etc. Specify associated costs in Section X. Pricing Schedule.

S. Response: What happens to your helmet and shoulder pads while at Schutt Sports?

- Upon receiving contract Schutt will send an email confirmation to your sales representative to confirm the receipt of the contract (the contract is Schutt's Work Order – it allows Schutt to complete your helmets as requested).
- Shortly after arriving at Schutt the helmets are checked in. The manufacturing date, style and size of each helmet is noted (Age Inventory Report is supplied at No Charge and emailed to the School and your sales representative). An initial helmet inspection for cracks is done.



S. Response continued:

- Each helmet will have a RFID label placed inside for improved tracking throughout the recon process.
- Each helmet is then documented by model number, interior components and their sizes, along with the style of chinstrap on each helmet. Helmets come back with the same parts in the same shell. With Helmet Tracking each facemask style is recorded and same guard is reinstalled on same helmet.
- Interior parts are removed and inspected. Parts are cleaned and sanitized with Schutt's Restore (this solution is included in the price of reconditioning). Helmets are inspected again for cracks.
- Remove faceguards and inspect for metal showing and jagged edges. Style of rejected faceguards is documented if H contract indicates to replace rejected. Good faceguards are cleaned and sanitized with Schutt's Restore.
- Helmets are Buffed and Polished as required. If a helmet has previously been painted or needs to be painted the helmet will be sanded as needed and painted as required. Another inspection for helmet cracks is done after sandblasting. Helmets are painted with High Gloss paint approved for use on helmet shell plastics.
- Helmets randomly selected for impact drop testing are tested. Selected helmets are tested before and after reconditioning are done. Schutt Reconditioning drop tests in excess of NOCSAE standards.
- Decals and/or stripes are installed as requested.
- Defective or missing interior parts are replaced with new Original Manufacturer's Parts (OEM). Parts replaced are indicated on your invoice.
- Faceguards are inspected a second time to meet NOCSAE standards. If a faceguard is found unsuitable for play it will be replaced with a new guard. If requested, the quantity and style of faceguards replaced are indicated on your invoice.
- Helmets are inspected for a final time to meet NOCSAE standards.
- New Warning Labels are installed on the interior and exterior of the helmet shell
- New size and NOCSAE recertification labels are installed on the exterior of the helmet shell.
- Any helmet found unsuitable for play would be noted on the outside of the helmet shell with a "REJECT" sticker and returned to the school if requested or disposed of at the plant.
- Any interior components found suitable for play in the unsuitable shells will be cleaned, sanitized and used in the schools helmets if the part is needed. This is done at no charge to the school.
- Any components (interior parts, faceguards) found unsuitable for play will be disposed of at the plant or if requested, returned to the school and marked "REJECTED."
- Helmet Tracking Report is emailed to you and your sales representative (If Helmet Tracking was requested – see attached samples).
- Your sales rep can track where your helmets are in process at any time with the Helmet Tracker report.

What happens to your Shoulder Pad while at Schutt?

- Shoulder Pads are clean and sanitized in water with Schutt's Restore, killing MRSA related infections. Restore will destroy bacteria and inhibit future bacterial growth. The use of Schutt's Restore solution is included in the reconditioning cost.
- Pads are inspected and repaired as required. Pads not suitable for play or beyond repair are rejected. These pads are returned to the school (upon request) and labeled "REJECT."
- New laces are installed.
- Parts such as snaps, buckles, elastic and caps are replaced as necessary with stainless steel hardware.
- All repairs and part installation are documented on the invoice.



T. Describe helmet painting services. Specify associated costs in Section X. Pricing Schedule

T. Response: Process of Paint:

Helmet shells are sanded, cleaned and sanitized. After washed they are wiped down with a special solution. The helmets are then primed and then painted per the contract specifications noted at pick up.

Standard Helmet Colors:

- Black
- White
- Dark Green
- Maroon
- Cardinal
- Scarlet
- Burnt Orange
- Royal Blue
- Metallic Silver
- Metallic Vegas Gold
- Navy
- Athletic Gold
- Purple

Non- Standard Paint Options:

Schutt Sports Specializes in custom paint. We have over 3K different color variations in our custom paint catalog. We can make you helmets High Gloss, Matte, Kandy, Metallic, etc. Custom is what we do.

U. Describe embroidery and screen-printing services. Identify associated costs in Section X. Pricing Schedule.

U. Response: N/A for Schutt Sports in this bid.

V. Identify any other goods or services being offered to James Madison University.

V. Response: Schutt Sports offers a wide variety of football, baseball, softball and lacrosse equipment.





EXPERIENCE AND EXPERTISE

Anthony Grossman, Vice President of Operations 30 years

Anthony oversees all production and manufacturing departments, helmet and hardware purchasing. Anthony is the man who is contacted by the Green Bay Packers and NY Giants to help with their reconditioning needs/questions, as well as the local High Schools and Colleges. He is always accessible and willing to take the time to answer any and all questions about your helmets or shoulder pads being reconditioned. Anthony can be reached at extension 1222.

HELMET DEPARTMENT

Mike Faur, Helmet Dept. Assist. Mgr/Paint Room Supervisor 20 years

Mike has worked in every department, so his knowledge allows him to offer support when Anthony is out. He is in charge of the paint room and works on custom paint jobs, helmet detailing, as well as mass paint jobs. If you have any questions or require any sample helmet colors, Mike can be reached at extension 1231.

Connie Pintor, Helmet Dept. Customer Service 6 years

Connie is in charge of processing and ordering decals. Also, getting your initial reconditioning orders set up in our system. Any decal or order questions should be directed to Connie at extension 1224.

Brian Wasco, Helmet Dept. Production Supervisor 2 years

Brian is in charge of at least 64 employees during peak season. These employees check the helmets for the final time, install new hardware, re-install of the good sanitized parts, replace OEM parts (if necessary), re-assemble faceguards, bag the helmets separately, and get them ready to ship out. Any questions regarding this process should be directed to Brian at extension 1225.

SHOULDER PADS AND CLOTH DEPARTMENTS

Bob Acker, Shoulder Pad and Sports Manager 28 years

Bob is in charge of both new and reconditioned shoulder pads. He is also in charge of the cloth reconditioning department. He oversees the sanitation process and the repairs for both shoulder pads and cloth. Should you have any shoulder pad and /or cloth questions, bob can be reached at extension 1233.

SHIPPING DEPARTMENT.

Bruce Love, Shipping Department Manager 27 years

Bruce prepares all shipments for delivery. This includes final counts, packing slips and tracking information. Bruce can be reached at extension 1241.

All employees are factory trained.



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 45 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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See attached

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

Wes Howard, Sales Business Analyst

610 S. Industrial Drive

Litchfield, IL 62056

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?

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[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Schutt Sports, LLC Preparer Name: Wes Howard

Date: 7/26/2021

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)?
Yes No X
certification number: Certification date:
If yes,

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.

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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

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

Procurement Name and Number: Athletic Apparel, Equipment, & Related Services RFP # MLO-865 Date Form Completed: 7/26/2021

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

Offeror / Proposer:
Schutt Sports, LLC
Firm

610 S. Industrial Drive Litchfield, IL 62056 Wes Howard 317-370-4749
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)
N/A					

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

RETURN OF THIS PAGE IS REQUIRED

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Section V. Proposal Preparation and Submission

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.

6. Response: The amount of sales in the past year is listed.

James Madison University: \$35,999

Old Dominion University: \$5,690

University of Virginia: \$23,063

Virginia Tech: \$17,276

Virginia Military Institute: \$2,032

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

7. Response:

Thank you for your continued partnership and opportunity to quote on reconditioning your athletic equipment for the upcoming school year. Our specifications and prices are as follows:

1. Entire catalog: 25% off

Including new parts and materials for reconditioned equipment

2. Reconditioning Services:

Product	List Unit Price	Discount	RFP # JGM-1124
Football Helmet	\$ 39.95	25%	\$ 29.95
Shoulder Pads	\$ 13.95	25%	\$ 10.46

3. Discount per helmet cost applies to all helmets with comparable paint.

4. Free delivery on all standard, non-rush orders.

SCHUTT RECONDITIONING CUSTOMER REFERENCE LIST

GREEN PAV PACKERS

Mr. Gordon "Red" Batty
1265 Lombardi Ave
Green Bay, WI 54304
920-496-5700

AUBURN UNIVERSITY

Mr. Dana Marquez, Eq. Mgr.
392 South Donahue Street
Auburn, AL 36831
334-844-7800

UNIVERSITY OF SOUTH FLORIDA

Mr. Jeremy Lees, Eq. Mgr.
4202 E. Fowler Ave
Tampa, FL 33620
813-974-7356

CLEMSON UNIVERSITY

Mr. Abe Reed, Eq. Mgr.
PO Box 31, Perimeter Rd
Clemson, SC 29631
973-733-8631

TEXAS TECH UNIVERSITY

Mr. Zane Perry, Eq. Mgr
6th & University – Football
Lubbock, TX 79409
806-742-5111

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"Commissioning research and establishing standards for athletic equipment, where feasible, and encouraging dissemination of research findings on athletic equipment and sports injuries."
The National Operating Committee on Standards for Athletic Equipment

Director of Research
Frederick O. Mueller, Ph.D.
537 Carolina Meadows Villa
Chapel Hill, NC 27517

919-537-8948 - home
919-636-0752 - mobile
mueller537@nc.rr.com
www.nocsae.org

June 2, 2020

Schutt Reconditioning
Larry Curry
2510 S Broadway Ave
Salem, IL 62881

Re: NOCSAE Recertification License

Dear Mr. Curry:

Please accept this letter as verification that Schutt Reconditioning is a NOCSAE licensee in good standing, and licensed by NOCSAE to recertify all athletic equipment that is subject to any of our standards, including all football helmets and faceguards. This license authorizes Schutt Reconditioning to recertify all brands of football helmets, batter's helmets, catcher's helmets, lacrosse helmets, and faceguards, where recertification standards exist for those products, and obligates Schutt Reconditioning to use only parts, paints, and accessories that meet or exceed OEM standards when recertifying equipment to the NOCSAE standards.

Please feel free to distribute copies of this letter to anyone needing confirmation of the fact that Schutt Reconditioning is a NOCSAE licensee in good standing and authorized by NOCSAE to recertify athletic equipment, including football helmets for the 2019-2020 reconditioning season.

Sincerely,

Michael Oliver
Executive Director/General Counsel
NOCSAE®

National Athletic Equipment Reconditioners Association

BOB FAWLEY
PRESIDENT

JASON SOARES
VICE PRESIDENT

GREG HEIDER
SECRETARY



www.naera.net

TONY BEAM
EXECUTIVE DIRECTOR

RAY CROMWELL
TREASURER

FRANK SCORDO
MEMBER AT LARGE

ATHLETIC EQUIP. REPAIR
MILWAUKEE, WI

ATHLETIC HELMET
ALTO, TX

CAPITOL VARSITY SPORTS
OXFORD, OH

CONTINENTAL ATH. SUPPLY
GRIDLEY, CA

HARCO
FT. COLLINS, CO

INTEGRITY SPORT SERVICE
WADSWORTH, OH

MERCURY SPORTS
EVANSVILLE, IN

PRO LINE, INC.
MARIETTA, OH

RIDDELL /ALL AMERICAN
North Ridgeville, OH

SCHUTT RECONDITIONING
Salem, IL

SPORTSMAN'S RECOND
JOHNSTOWN, PA

STADIUM SYSTEM
CANAAN, CT

USA RECONDITIONING
GARFIELD, NJ

XENITH
DETROIT, MI

October 8, 2020

To Whom It May Concern:

All NAERA (National Athletic Equipment Reconditioners Association) members are licensed by NOCSAE (National Operating Committee on Standards for Athletic Equipment) to recertify all helmet brands.

All NAERA members follow strict guidelines for reconditioning of athletic equipment.

Schutt reconditioning is in good standing as a NAERA member and licensee of NOCSAE.

Sincerely,

Tony Beam

Tony Beam, BA, E.S., CAA
Executive Director, NAERA
Board Member, NOCSAE
tbeam.naera@gmail.com
(717) 317-2143

17



July 12, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	RFP JGM-1124
	Dated:	July 12, 2021
	Commodity:	Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services
	RFP Closing On:	July 19, 2021

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

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

1. Question: How often can we update products when and if products become available and or discontinued? What is the process for updating said products with JMU?

Answer: JMU prefers that items be added and dropped at the time of contract renewal. In the event that items are needed to be added prior to renewal, JMU will add or drop said items through a contract modification.

2. Question: Regarding Section IV – A, Can you please clarify exactly what you mean by 'electronic catalog.'

Answer: A price list of products your firm is offering in accordance with the RFP document. Price list should specify list price and discount being offered. We encourage a link and or 'electronic catalog' be included, so the committee can view the exact equipment being offered.

3. Question: Can you provide us with cost estimations for equipment and service?

Answer: A cost estimate can not be provided at this time.

Sincerely,

Garrett Morris
Buyer Senior
Phone: (540-568-4501)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of
PROCUREMENT SERVICES 540.568.3145 Phone
540.568.7935 Fax



July 14, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	RFP JGM-1124
	Dated:	July 14, 2021
	Commodity:	Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services
	RFP Closing On:	July 19, 2021 July 21, 2021

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

Signify receipt of this addendum by initialing "*Addendum #2*____" on the signature page of your proposal.

1. The closing date and time has been extended to **Wednesday, July 21, 2021 at 2:00 p.m. (eastern)**

Sincerely,

A handwritten signature in blue ink, appearing to read "Garrett Morris".

Garrett Morris
Buyer Senior
Phone: (540-568-4501)



July 15, 2021

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	RFP JGM-1124
	Dated:	July 15, 2021
	Commodity:	Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services
	RFP Closing On:	July 19, 2021 July 21, 2021

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

Signify receipt of this addendum by initialing "*Addendum #3* _____" on the signature page of your proposal.

1. Question: Are clarifications or exceptions to the terms and conditions of the Bid Documents permitted?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

2. Question: Will the Commonwealth of Virginia agree to a mutual waiver of consequential damages?

Answer: No.

3. Question: Will the Commonwealth of Virginia agree the addition of a mutually agreeable force majeure clause? Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

4. Question: Assignment of Contract (RFP, pg. 14, N.): Will the Commonwealth of Virginia agree to allow the Contractor to assign the contract without notice or consent in connection with a merger, consolidation, sale of all of the equity interests of Contractor, or a sale of all or substantially all of the assets of Contractor to which the Contract relates?

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

Answer: The University will require notice in connection with a merger, consolidation, sale of all of the equity interests of Contractor, or a sale of all or substantially all of the assets of Contractor to which the Contract relates.

5. Question: Insurance (RFP pg. 15, Q.3.): Will the Commonwealth of Virginia remove the requirement to name the Commonwealth of Virginia as additional insured and so endorse it on the policy?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

6. Price Adjustment (RFP, pg. 19, F.): Will the Commonwealth of Virginia agree with a price escalation clause allowing Contractor to increase the price annually if there are increases in input costs?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

7. Question: Price Adjustment (RFP, pg. 19, F.): Will the Commonwealth of Virginia agree with a price escalation clause allowing Contractor to increase the price periodically if there are significant increases in input costs?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

8. Question: Small Business Subcontracting (RFP, pg. 21, J. 3.): Will the Commonwealth of Virginia agree to waive the requirement that when a prime contractor wins an award of over \$200,000 the Contractor shall deliver to the contracting agency or institution with every request for payment, information on the use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses?

Answer: This term shall apply, if Contractor is proposing to use subcontractors to perform any of the work as outlined in the RFP.

9. Question: Indemnification (RFP, pg. 22, N.): Will the Commonwealth of Virginia agree to limit the indemnity and hold harmless provision to bodily injury and tangible property damage to the extent caused by Contractor's negligence and bidder's defense obligation, if any, if caused solely by a defect in design or manufacturing of the equipment or the sole negligence of the Contractor?

Answer: No.

Sincerely,



Garrett Morris

Buyer Senior

Phone: (540-568-4501)



July 21, 2021

ADDENDUM NO.: Four

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	RFP JGM-1124
	Dated:	July 21, 2021
	Commodity:	Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services
	RFP Closing On:	July 19, 2021 July 21, 2021 July 28, 2021

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

Signify receipt of this addendum by initialing "*Addendum #4*____" on the signature page of your proposal.

1. The closing date and time has been extended to **Wednesday, July 28, 2021 at 2:00 p.m. (eastern)**

Sincerely,

Garrett Morris
Buyer Senior
Phone: (540-568-4501)

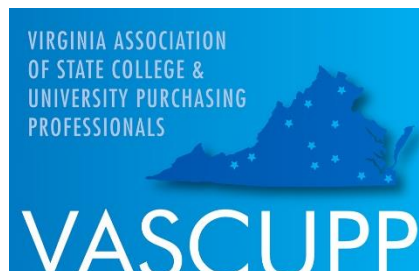


Request for Proposal

RFP# JGM-1124

**Athletic Fitness Equipment, Strength &
Conditioning Equipment, Apparel, & Related
Services**

June 28, 2021



REQUEST FOR PROPOSAL

RFP# JGM-1124

Issue Date: 06/28/2021

Title: Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related 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 (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on Monday, July 19, 2021 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Garrett Morris, Buyer Senior, Procurement Services, morrisjg@jmu.edu; 540-568-4501; (Fax) 540-568-7935 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)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

REQUEST FOR PROPOSAL

RFP # JGM-1124

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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 quality fitness equipment, athletic apparel and related services for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

This solicitation is being issued by James Madison University on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC") which includes all members from the Virginia Association of State College and University Purchasing Professionals ("VASCUPP"). Reference the VASCUPP Zone Map <https://www.vascupp.org/VASCUPPzonemap.pdf>

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract 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 provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. 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 does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

JMU Athletics

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 4,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>. The University sponsors an 18-sport intercollegiate athletics program that competes at The Division I level of the National Collegiate Athletic Association. JMU is also affiliated with the Colonial Athletic Association, of which it was a charter member in 1985, and with the Eastern College Athletic Conference.

JMU has men's athletic programs in baseball, basketball, football, golf, soccer, and tennis. Women's athletic programs include basketball, cross country, field hockey, golf, lacrosse, soccer, softball, swimming and diving, tennis, track and field (indoor and outdoor), and volleyball.

All JMU football and basketball contests are streamed either on FloSports as part of the CAA's media rights agreement or on JMU Sports.com. All other sports are streamed to the extent possible on JMU Sports.com.

The JMU Athletics Department's vision is to be the NCAA model for the student-athlete experience, distinguished by our academic achievement, integrity, personal development and nationally-competitive programs, and our sports embody that both on and off the field. JMU's football program has been a consistent force over the last two decades, having made the FCS playoffs 12 times since 2004, including two national championships in 2004 & 2017. The programs all have a strong history of CAA and NCAA Championship showings, with basketball and soccer each having won the conference title multiple times within the last five years.

JMU's women athletics tradition is among the oldest in the nation, dating nearly back to the institution's founding in 1908. Strong intercollegiate programs for women have been in place at the University since the early 1920s, and JMU was among the first of the nation's institutions to provide well-rounded overall intercollegiate offerings for females. JMU's lacrosse program has been one of the most prominent programs in the country, having been nationally ranked each of the last 29 years and even winning the national title in 2018. The women's basketball team ranks third nationally in all-time program wins. Softball has elevated itself to one of the top programs in the country, reaching the national semifinals of the Women's College World Series in 2021 and making the Super Regionals in three of the last five years. More information about JMU Athletics can be found at <https://jmusports.com/>

JMU UREC

In 1994, Dr. Ronald Carrier, JMU's fourth president, and other university leaders broke ground for construction to begin on the James Madison University Recreation Center. The project included a synthetic turf field, which was the first synthetic field designated for recreational use on campus.

The first Director of University Recreation, Eric Nickel, was hired in 1995, and the Grand Opening of UREC was held in 1996. Two years later, the Climbing Wall was added to the UREC Atrium. The new facility was awarded the Athletic Business Facility of Merit Award in 1997 and the NIRSA Outstanding Sports Facility Award in 2000.

In 2008, UREC's Upper Turf opened, which provided much needed field space for the Intramural and Sport Club programs. Later that year, Dr. Linwood Rose, JMU's fifth president, approved the planning and construction of University Park. That same year, then-Presidential candidate Barack Obama spoke on the UREC Lower Turf, prior to a campaign event in the Convocation Center. 2010 marked the ground-breaking for University Park, and that same year, the first cohort of JMU's Campus Recreation Leadership concentration master's degree students graduated. University Park opened in 2012, with the Disc Golf Course and TEAM Challenge Course facilities projects being completed a year later. In 2012, UREC assumed responsibilities for East Campus Fields and added an Archery Range in 2013. A synthetic multi-purpose turf field was installed on the East Campus site in 2014.

In January 2016, UREC's facility addition opened, effectively doubling the building size, and in August of that same year, renovations were completed on the original 1996 building to re-purpose

spaces to create dynamic new spaces including an adventure center, wellness center, demonstration kitchen, food service operation, a meditation/mindfulness space and a wet/dry classroom. Jon Alger, JMU's sixth president, spoke at the Grand Re-Opening and 20th Anniversary Celebration in October 2016. In 2017, the facility was awarded the NIRSA Outstanding Sports Facility Award.

UREC operates an award-winning recreation facility, opened in 1996, and also utilizes additional indoor and outdoor facilities around campus including University Park.

UREC is more than a place to sweat. It is a place to learn about healthy lifestyles and develop positive habits that students can take with them when they leave JMU. UREC is a national leader in the development and use of student learning outcomes in the field of collegiate recreation.

The department offers over 300 non-credit educational programs a year as well as credit-based courses. UREC is the number one provider of educational programs for the wellness passport program in Cluster Five of the General Education Curriculum. UREC is also one of the largest employers of students on campus. More information about UREC can be found <https://www.jmu.edu/recreation/about/history-index.shtml>

* University currently is under contract with Nike until May 31, 2024.

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 a Contractor(s) to provide quality fitness equipment, athletic apparel and related services for its athletic programs and university recreation. JMU may extend marketing opportunities to a Contractor(s) in exchange for apparel, equipment, and related services at no cost to the University or a further discounted rate. Athletic equipment includes but is not limited to strength and conditioning equipment, cardio equipment, fitness equipment, protection equipment, bags, etc.

The Contractor shall be the manufacturer or a fully authorized reseller of the athletic apparel and equipment being offered. The Contractor shall not ship substitute items without prior approval from James Madison University. The Contractor shall include list price, percentage discount, and JMU price on all quotes and invoices. Direct involvement by the contractor may be necessary to assist University in understanding the different types of products /services available and in selecting the best solution to fit their needs.

Offered equipment should be constructed of highest quality materials and workmanship. Meets or exceeds governing association specifications, (i.e., NCAA, NAIA, NBA, USLTA, NFSHSA) and is approved for use in competition by one or more of the governing associations. A recognizable brand name, and is warranted or guaranteed for minimum of 1-5 years unless specified longer, or manufacturer's standard, whichever is longer. Meets or exceeds all educational and competitive requirements

Describe in detail your approach to each of the following items. Failure to provide responses to the items below may result in rejection and return of the proposal.

- A. Provide complete electronic catalog of all available athletic apparel and fitness equipment being offered. Include published price list or instructions on how to access published price list electronically. Provide discount price and or percentage discount off published price list.
- B. Specify any annual allotments of apparel and equipment that will be provided to JMU free of charge. Describe the ordering and delivery process of free items.
- C. Provide all information for trade-in program for fitness equipment.
- D. Identify any other offerings to the University in regard to discounts, incentives, etc.
- E. List all contact information for ordering, invoicing, customer service, etc.
- F. Describe experience in working directly with Athletic programs and or University Recreation to determine needs and provide athletic/fitness apparel and equipment. Include method for collaboration for the term of the resulting contract.
- G. Describe in detail communication plan with JMU Athletics and University Recreation, specifically the method in which the University will stay informed of the status of pending orders.
- H. Describe your service support/repair process to include response time. Identify any potential costs associated with service/repair in *Section X. Pricing Schedule*.
- I. Describe available trainings for fitness equipment. Identify any potential costs associated for training in *Section X. Pricing Schedule*.
- J. Describe installation process for fitness equipment. Identify any potential costs associated with installation in *Section X. Pricing Schedule*.
- K. Describe timeframe for providing adequate sample items, material, or color swatches. Identify any potential costs associated with sample items in *Section X. Pricing Schedule*.
- L. Describe delivery options and policies, including in-stock, rush, and manufacturer order for the athletic fitness apparel and equipment being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery in *Section X. Pricing Schedule*.
- M. Specify turnaround time for delivery (*standard, rush, etc.*) of the athletic apparel and equipment being offered.
- N. Describe ability to maintain sufficient stock for timely delivery.
- O. Describe in detail return policy. Identify any associated costs in *Section X. Pricing Schedule*.
- P. Describe available warranties.
- Q. Describe quality control process.
- R. Describe the process for replacement of defective, broken, or damaged athletic apparel and equipment. Include ability to provide replacement apparel and equipment within competition time restraints.

- S. Describe equipment re-conditioning services to include the re-conditioning of football helmets, shoulder pads, field equipment, etc. Specify associated costs in *Section X. Pricing Schedule*.
- T. Describe helmet painting services. Specify associated costs in *Section X. Pricing Schedule*.
- U. Describe embroidery and screen-printing services. Identify associated costs in *Section X. Pricing Schedule*.
- V. Identify any other goods or services being offered to James Madison University.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) 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:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	35
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<u>100</u>

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 condition to the award, shall deliver to the contracting agency or institution, on or before request for final 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 \$100,000, 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, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of

\$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. 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.
- 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 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional 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. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

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

- P. 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.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. 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.
- U. 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.
- V. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

IX. METHOD OF PAYMENT

The contractor will be paid based on 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 request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

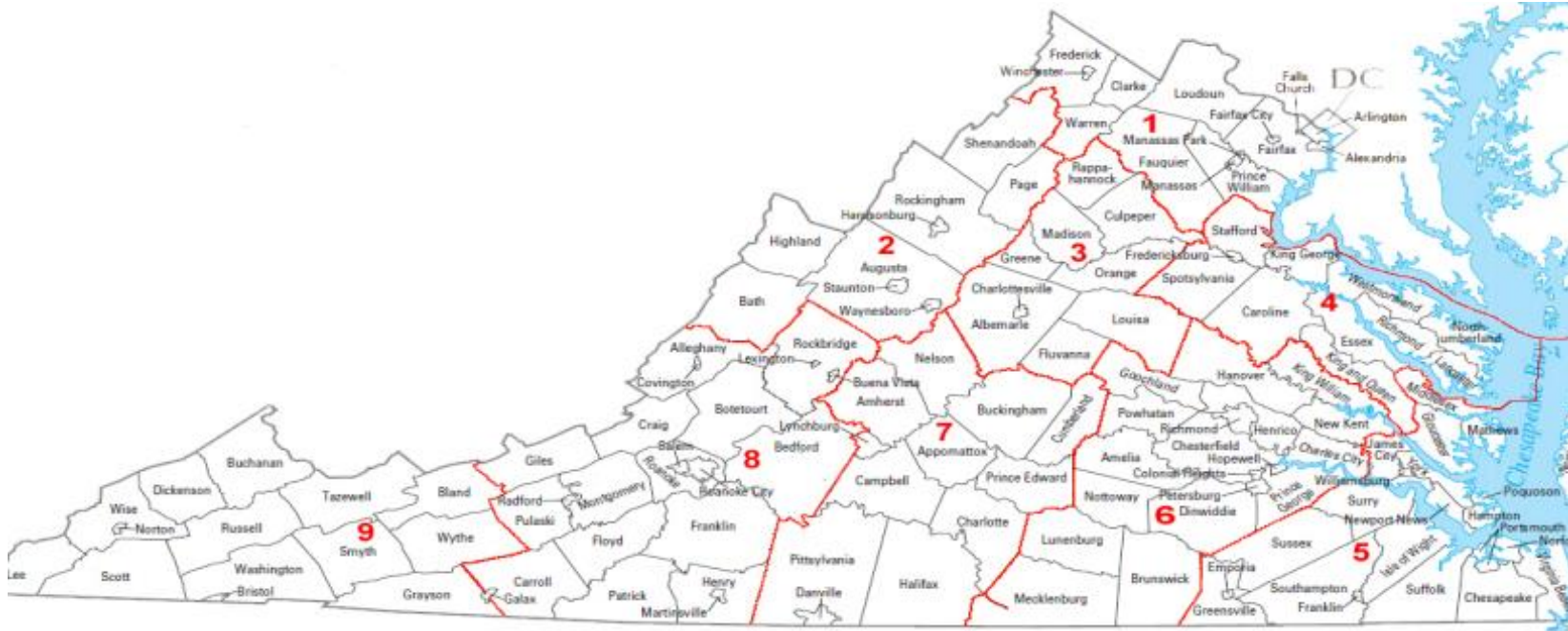
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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