



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6158

This contract entered into this 19th day of October 2021, by RealRyder International 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 13, 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: [Signature]
(Signature)
Rich Hanson
(Printed Name)
Title: President

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

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

1. Contractor's pricing schedule is as follows:

ABF8 Indoor Cycle - \$1,675 per Cycle
2. Contractor's proposal submitted in response to RFP #JGM-1124 is hereby amended as follows:
  - a. Contractor shall pass on exact freight charges to the Purchasing as applicable.
  - b. Contractor shall waive all restocking and shipping fees for returns/exchanges. The Purchasing Agency will be responsible for shipping costs for all returns/exchanges unless the return/exchange is due to manufacturer defect.
  - c. At the request of the Purchasing Agency, the contractor shall provide training to an unlimited number of staff at no additional cost and regardless of order value.
  - d. Contractor removes the RealRyder International LLC Brand Content Usage Terms in its entirety.
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.

JAMISON

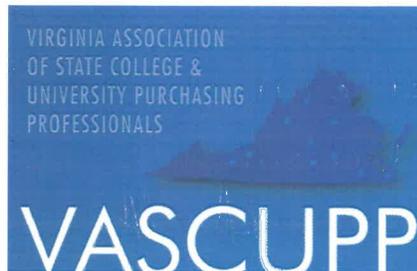


# Request for Proposal

## 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.*

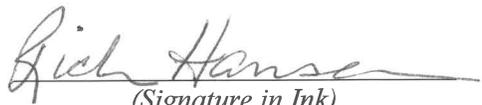
All Inquiries For Information And Clarification Should Be Directed To: Garrett Morris, Buyer Senior, Procurement Services, [morrisjg@jmu.edu](mailto:morrisjg@jmu.edu); 540-568-4501; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**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:

RealRyder International LLC  
3200 Airport Ave. Unit 21  
Santa Monica, CA 90405

By:   
(Signature in Ink)

Name: Rich Hanson  
(Please Print)

Date: 7-13-2021

Title: President

Web Address: realryder.com

Phone: 805-402-3047

Email: Rich@realryder.com

Fax #: 310-881-1268

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 RA #2 RA #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.

#### **IV. STATEMENT OF NEEDS**

**A.**

*Provide complete catalog and/or link to electronic catalog of all available athletic apparel and equipment being offered. Include published price list or instructions on how to access published price list electronically.*

Please visit [www.realryder.com](http://www.realryder.com) to view our products.

The RealRyder® ABF8 Indoor cycle:

Volume Price for JMU and the Commonwealth of Virginia will be \$1,675.00 Per Bike regardless of quantity.

**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.*

RealRyder International would not be able to provide free equipment.

**C:**

*Provide all Information for Trade-in program for fitness equipment.*

RealRyder International does not accept Trade-ins for old equipment.

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

RealRyder has provided our lowest volume discount.

**E:**

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

RealRyder International LLC,  
3200 Airport Ave. Unit 21,  
Santa Monica, CA 90405.  
Toll Free 800-976-6280  
Fax 310-881-1268

Sales, Rich Hanson [Rich@realryder.com](mailto:Rich@realryder.com) 805-402-3047

Customer Service, 800-976-6280, Customer Care Manager Ray Herrera ([ray@realryder.com](mailto:ray@realryder.com)).

Invoice questions are to be directed to Joanna Karr, Bookkeeper ([Joanna@realryder.com](mailto:Joanna@realryder.com)). Direct: 805-987-9606

**F:**

Describe experience in working directly with Athletic Coaches to determine needs and provide athletic apparel and equipment. Include method for collaboration for the term of the resulting contract.

RealRyder is providing equipment to the Student Recreation Center at the University for all students and staff. We would be happy to discuss the RealRyder Bike's benefits for Student-Athletes and the Athletic Department's use. Please contact Rich Hanson, President and Co-Founder, at 805-402-3047 or Rich@realryder.com.

**G:**

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

Once the order is received, an email to the Point of Contact provided will be sent to acknowledge the order. RealRyder will work with JMU to deliver the equipment to the facility within the timeframe requested. Once the bikes have shipped, an email is sent with all the information regarding delivery timeframe, what to expect upon delivery and how to receive the bikes. We also provide a video on how to assemble the bikes. Owner's manuals are also provided at the time the equipment ships.

**H:**

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

RealRyder Customer Service can be contacted for any parts needed or service assistance. [Customercare@realryder.com](mailto:Customercare@realryder.com) or 800-976-6280.

**I:**

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

RealRyder training can be done online at no additional charge.

**J:**

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

We do not provide installation. The bikes arrive partially assembled. A video is provided on how to assemble.

**K:**

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

Samples cannot be provided. JMU does have 34 RealRyder Indoor Cycles on campus.

**L:**

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

RealRyder cycles are delivered via common carrier. As such, delivery does take approximately 5 to 7 business days. The Universities only option for delivery is common carrier. It is suggested that orders be placed at least 45 days prior to date needed to ensure stock is available.

**M:**

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

Turnaround time is dependent on inventory. Usually, it is 30 days after receipt of order, but could be sooner or longer depending on available stock.

**N:**

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

Turnaround time is dependent on inventory. Usually, it is 30 days after receipt of order, but could be sooner or longer depending on available stock.

**O:**

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

All returns must be made within 30 days after you receive the product, and must be made in accordance with the following return policy: If you need to return a bike, you must have received prior authorization and a Return Merchandise Authorization (or RMA) number from RealRyder. You can call RealRyder customer service at 800-976-6280 or email RealRyder at [info@realryder.com](mailto:info@realryder.com) to obtain an RMA. If you return a bike without having obtained an RMA, we will not process the return, and you will be responsible for all shipping and other charges incurred in connection with the return. Once received and inspected, we will gladly exchange the returned bike, issue a credit toward a future purchase, or issue a refund. Outbound shipping charges are not refundable. Returned bikes must be properly and securely packed in their original shipping materials and we must receive them in "as-good-as-new condition. Link to our website for full details: <http://www.realryder.com/returns/>.

**P:**

*Describe available warranties.*

Warranty information is attached.

**Q.**

*Describe quality control process.*

RealRyder has a strict and rigorous QA/QC policy in place, matching or bettering any commercial equipment manufacturing process. All bikes are QA/QC tested at multiple stages of production, including a full quiet room testing of each and every bike produced. ALL bikes are fully assembled and individually tested, prior to shipping from the factory.

**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.*

Any defective, broken or damaged parts will be handled through our Customer Service department. Please call 800-976-6280. Parts usually ship within 24 hours M-F, via UPS ground.

**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.*

RealRyder has all parts needed to keep your equipment in top running order. We have several videos to assist with all aspects for maintaining your equipment. You may view a few videos by following the links below:

Cleaning: <http://youtu.be/m1mXTeHrgcA>

Protection: <http://youtu.be/9AAVfY3WZEw>

Lubrication: <http://youtu.be/NGx6tt8rrcU>

**T:**

*Describe helmet-painting service. Specify associated Costs in Section X. Pricing Schedule.*

RealRyder does not provide helmet painting services.

**U.**

*Describe embroidery and screen-printing services. Identify associated costs in Section X. Pricing schedule.*

RealRyder does not provide embroidery and screen-printing services.

**V.**

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

**1) BENEFITS OF REALRYDER INDOOR CYCLING:** This information can be found on our web site, in a couple of places. Here are some helpful links:  
Summary, including benefits: <http://www.realryder.com/shop/summary.cfm>  
About the Creator (important background on the origin of the bike from a cyclist's perspective!): <http://www.realryder.com/about/creator.cfm>  
Also, the home page has a lot of good information too: [www.realryder.com](http://www.realryder.com)

Attached is a study that was conducted at California University, Northridge. This study highlights some of the metabolic and functional benefits of the RealRyder Bike compared to a conventional, "fixed" bike.

**2) MARKETING MATERIAL:** We will provide access to all high-resolution photography/logos, etc.

\*The hi-resolution photos for print will be sent via WeTransfer once the Brand Content w/signature has been returned.

**3) HIGH-RESOLUTION PHOTOS/LOGOS:** As noted above, we have several beautiful photos, logos, and more, available for use with your marketing. To provide access, we ask that all customers *and* Distributors first sign our Brand Content Usage Terms. This document (attached) basically states that you agree to not alter, misuse, or abuse any RealRyder® International-owned trademark, logo, photographs or other marketing assets provided. This serves to protect the integrity of the brand for RealRyder® International, as well as our Distributors and Customers. You can scan/email this document back to RealRyder International, Attn: Joanna Karr (Joanna@realryder.com) or fax back to: 310-881-1268.

**4) VIDEOS:** With the signing the Brand Content Usage Terms, JMU will also gain access to the RealRyder video library.

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 13 Months 6

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 #
Sweat Therapy	11 years	1122 Thomasville Rd Tallahassee, Fl.	Kim & Brian Bibeau 850-222-1781
PowerRyde	8 years	471 Wards Corner Loveland, OH 45140	Meg Hilmer 513-583-7433
Ymea of Snohomish County	8 years	2720 Rockefeller Everett, WA 98201	Rob Millard 425-374-5779
The Gym	2 years	3055 Friendship Unit 1 Paducah, KY 42001	Joe Reigens 270-554-7222
Joy fit	4 years	155 S Washington Oxford, MI 48371	James Anderson 248-724-6170

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

Rich Hanson rich@realryder.com 805-402-3047  
RealRyder International LLC  
3200 Airport Ave. Unit 21  
Santa Monica, CA 90405 310-390-1803

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

[ ] YES [x] NO

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT B

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

Offeror Name: Beal Ryder International LLC Preparer Name: Joanna Karr

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 SBSDB 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**

## **X. PRICING SCHEDULE**

The price per bike for the RealRyder® ABF8 Indoor Cycle will be \$1,675.00 per bike. This is our greatest volume discount that we are extending to JMU and the Commonwealth of Virginia.

This cost per bike does not include freight. Freight Costs will be determined once an order is placed, and the specific address is known.

Any replacement parts outside of warranty, would be at JMU's or Commonwealth of Virginia's expense.



## Warranty

6 MONTHS	1 YEAR	5 YEARS	7 YEARS
Knobs Levers Saddle	Pedals	Brake Pad Bottom Bracket Drive Train *Lean/Steer components	Frame

\*Unique RealRyder articulating design.

All products manufactured by RealRyder® International LLC are warranted against defects in materials and workmanship. This warranty does not apply to any damage caused by improper assembly, abuse, misuse, negligence, accident, alteration, neglect of normal care, and lack of preventative maintenance. For avoidance of doubt, **any** change (including, without limitation, any cosmetic changes or additions such as paint or decals) to a RealRyder® product must be approved by RealRyder® International LLC; unapproved changes will void this warranty. The RealRyder® ABF8 Indoor Cycle is warranted to the original purchaser and initiates from the day of receipt of the product.

RealRyder® International LLC reserves the right to make product changes, modifications, and improvements in our products. There is no obligation to provide the owners of previously purchased products with the same, or similar, product changes, modifications, and improvements.

### Warranty Parts Replacement and Shipping:

Immediately contact our Customer Care Department to report any suspected part failure or for any part that requires replacement.

For all warranty parts less than 6 months old, RealRyder® International LLC will ground ship (USA ONLY) the parts at no charge.

At times, certain parts that may have failed, or that may have some defect, may be required to be returned to our Customer Care Department. RealRyder® International will pay for shipping the part back to us. Failure to receive the defective part within a defined time frame will prompt an invoice to the owner for the warranty replacement item.

Parts will be shipped only to the RealRyder® Bike owner.

RealRyder® International LLC will not be responsible for improper repairs made to its equipment.



# RealRyder® ABF8 Indoor Cycle Price List

<u>Number of Bikes</u>	<u>Price Per Unit*</u>
Single unit	\$2,095
2-10 units	\$1,990
11-20 units	\$1,885
21-50 units	\$1,780
51+ units	\$1,675



\*RealRyder® International, LLC - PRICE LIST Version 04.2017 - Prices are FOB, Santa Monica CA, and subject to change at any time without notification. Prices are in USD and do not include Shipping, Taxes, Duties, or other unknown fees.

RealRyder® International, LLC. | 3200 Airport Ave., Unit 21 | Santa Monica, CA 90405 | 1.800.976.6280

[www.realryder.com](http://www.realryder.com)



## RealRyder® International LLC | Brand Content Usage Terms

These Brand Content Usage Terms (these "Terms") govern your use of the RealRyder® name and other trademarks (the "Marks"), and of any photographs or other images (together with the Marks, collectively, the "Brand Content") that you receive from RealRyder® International LLC ("RealRyder" or "us"). Brand Content includes, for avoidance of doubt: content that we supply to you directly; content included on or part of any RealRyder product (including the names and look and feel of the products themselves); and content you download from our website or take from our promotional materials. Brand Content is provided solely for use by our customers; if you are not a RealRyder customer, you must contact us for written permission to make any use of Brand Content. By signing below, you agree to the following terms, conditions and restrictions:

1. RealRyder (or, as applicable, a RealRyder licensor) owns and will retain all right, title and interest in and to the Brand Content, and you are receiving only the limited use rights set forth in these Terms. You will not deface, alter, obscure or remove any Brand Content that appears on a RealRyder product, nor will you deface, alter, obscure or remove any ©, ™, ® or other rights notices in any Brand Content, and you will use and reproduce Brand Content exactly as provided to you. You have received and reviewed, and will follow all of the guidelines in, RealRyder's Brand Style Guide, which describes proper Brand Content usage, and which is expressly incorporated into these Terms.
2. The right to use Brand Content is personal to you and is not transferable. If you are a RealRyder customer and you have signed and returned these Terms (or an agreement incorporating these Terms) to us, then you may use Brand Content in connection with RealRyder approved advertising banners, brochures, apparel, exercise gear and other promotional merchandise for your products or services (collectively, "Promotional Uses"); otherwise, your use of the Brand Content is limited to personal, noncommercial use only in connection with RealRyder's products and services, and not in any way that suggests an affiliation with or endorsement by RealRyder of your products or services. Under no circumstances will you incorporate "RealRyder" (or any similar word or phrase) or the RealRyder logo in the name or logo of your company, gym, studio or other business, or in any URL that you use in connection with your business. (See Section 4, below)
3. All Promotional Uses of the Brand Content must be approved in advance by RealRyder (approval to be given in RealRyder's sole discretion). You must submit proposed Promotional Uses to your designated RealRyder contact, who will have three business days to accept or reject the proposed use. If you do not receive a notice of rejection within three business days, then you will be entitled to make use of the Brand Content in connection with the Promotional Use that you submitted (but only as identified in your proposed Promotional Use). Under no circumstances will you make use of any Promotional Use that has been rejected by RealRyder.
4. You will not modify Brand Content, in whole or in part, for any reason, nor will you use Brand Content in combination with other images, designs or third-party trademarks that have not been approved in advance by RealRyder. Should you want to modify Brand Content, whether for formatting or other purposes, or should you want to combine Brand Content with other images, designs or third-party trademarks (including your own trademarks—see *business name example below*\*), you must contact RealRyder and obtain prior written consent (which may be withheld in RealRyder's sole discretion) to the modification or combined use. Any modification or combined use made without our prior written consent will be a material breach of these Terms, and may result in you losing your right to use Brand Content. Please refer to the following examples of acceptable and unacceptable combined uses of RealRyder® for business names:

Not Acceptable: "Joe's RealRyder® Cycling Studio"

Acceptable: "Joe's Cycling Studio, Boston's First RealRyder® Indoor Cycling Studio"

5. RealRyder makes no warranties regarding the Brand Content, and use of the Brand Content is your sole responsibility and at your sole risk. RealRyder may revoke your right to use Brand Content at any time, and RealRyder will have the right to seek equitable relief, damages and other legal remedies if you breach any of these Terms or commit any unlawful act or omission with respect to the Brand Content. All rights not granted by RealRyder are expressly reserved, and by providing you with rights under this Agreement, or otherwise permitting you to use RealRyder®, Ryder™, Ryde™ or other Brand Content, RealRyder is not attesting to the validity of any Brand Content, nor is RealRyder waiving or otherwise relinquishing any rights that it may have to register, enforce or otherwise protect such Brand Content. You agree that we may bring any action hereunder in California state or federal court, or in any other court of competent jurisdiction. You will indemnify and hold RealRyder harmless from and against any third-party claim that arises out of or is related to your use of any Brand Content. These Terms will be governed by California law, without reference to rules regarding conflicts of law, and (together with the Brand Style Guide) represent our entire agreement regarding the subject matter hereof.

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Signature (Owner)

Facility Name

---

Print Name (Owner)

Date

**\*\*Please carefully read, sign and submit this form to Jackie Mendes at: [jackie@realryder.com](mailto:jackie@realryder.com) or via fax: 310-881-1268.**

**Summary—Pilot Study: Physiologic and Metabolic Responses using the RealRyder® Indoor Cycle.**

A Pilot Study was conducted the week of March 9<sup>th</sup>, 2009 at CSU, Northridge’s Exercise Physiology Lab, under the guidance of Dr. Steven Loy, PhD, Chairperson, Department of Kinesiology, to measure certain physiologic and metabolic responses of the RealRyder® Indoor Cycle. A comparison was made between a “locked”\* *stationary* RealRyder ABF8 Indoor Cycle and an “unlocked” RealRyder ABF8 Indoor Cycle, i.e., in its “natural” *unstationary* configuration during seated and unseated (standing) protocols.

\*The Articulating bike frame design of the RealRyder ABF8 allows the cyclist to steer, lean, and balance themselves in the “unlocked” configuration.

**RESULTS**

The primary comparison then is the center position and the turning position in the sitting and standing position. From a RR (RealRyder) perspective, the data should be very encouraging. ... We feel there is an appropriate comparison that can be made to the center to turn position in both sit and stand since resistance was not altered in either. The differences are striking.

In the sit, all subjects evidenced an increase with averages of:

- +11.9 %VO2 max
- +2.2 kcal/min
- +18.4 bpm
- +0.02 RQ reflecting an estimated 6.6% increase in carbohydrate requirement for the activity

In the stand, all subjects evidenced an increase with averages of:

- +11.7 %VO2 max
- +2.36 kcal/min
- +13.4 bpm
- +0.7 RQ reflecting an estimated 19.3% increase in carbohydrate requirement in the activity though it is suggested that this is NOT reflective of the activity alone but also reflective of an increase in CO2 production related to lactate production as the exercise intensity was rather high for the lesser conditioned subjects.

As we briefly discussed the increase of caloric cost of ~2 kcal/min, when extrapolated over the course of a 30 minute ride is 60 kcal/min (or, 100 extra calories in a 50 minute ride). The turning protocol was not unrealistic given the return to center between every turn for about 10 seconds and so the results above could be magnified. From this limited sample size, it seems the relative increase in oxygen consumption is similar whether sitting or standing but there may be differences at higher intensities of exercise which may require different muscle recruitment.

<b>Max VO2 (ml/kg/min)</b>	49.7	49.4	48.1	65.0	81.1	58.7		
<b>Relative O2 (ml/kg/min)</b>	Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Average	St Dev	Avg%VO2Max
Sit/Lock	25.40	24.95	29.40	39.05	48.05	33.37	9.97	56.4
Sit/Unlock	23.10	24.8	24.60	37.10	43.20	30.56	9.04	51.7
Sit/Turns	31.20	32.3	32.25	41.10	48.40	37.05**	7.50	63.6

Stand/Lock	28.80	29.9	25.50	41.10	47.00	34.46	9.14	58.5
Stand/Unlock	30.00	35.3	28.10	43.50	49.00	37.18	8.90	63.4
Stand/Turns	38.80	38.5	37.30	48.00	55.20	43.56**	7.79	75.1

Caloric Cost (Kcal/min)	Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Average	St. Dev.
Sit/Lock	7.80	7.30	11.90	14.05	15.15	11.24	3.57
Sit/Unlock	7.10	7.25	9.90	13.30	13.60	10.23	3.15
Sit/Turns	9.65	9.50	13.05	14.75	15.25	12.44**	2.74
Stand/Lock	8.80	8.7	8.50	14.80	14.80	11.12	3.36
Stand/Unlock	9.20	10.4	11.40	15.70	15.50	12.44	2.99
Stand/Turns	12.20	11.5	15.20	17.50	17.60	14.80**	2.87

Heart-Rate (Beats/min)	Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Average	St. Dev.
Sit/Lock	140	146	131	140	149	141.2	6.91
Sit/Unlock	134	145	128	137	145	137.8	7.33
Sit/Turns	164	171	141	146	159	156.2**	12.48
Stand/Lock	162	165	145	150	158	156	8.34
Stand/Unlock	164	180	150	158	164	163.2	11.01
Stand/Turns	185	193	165	165	175	176.6**	12.36

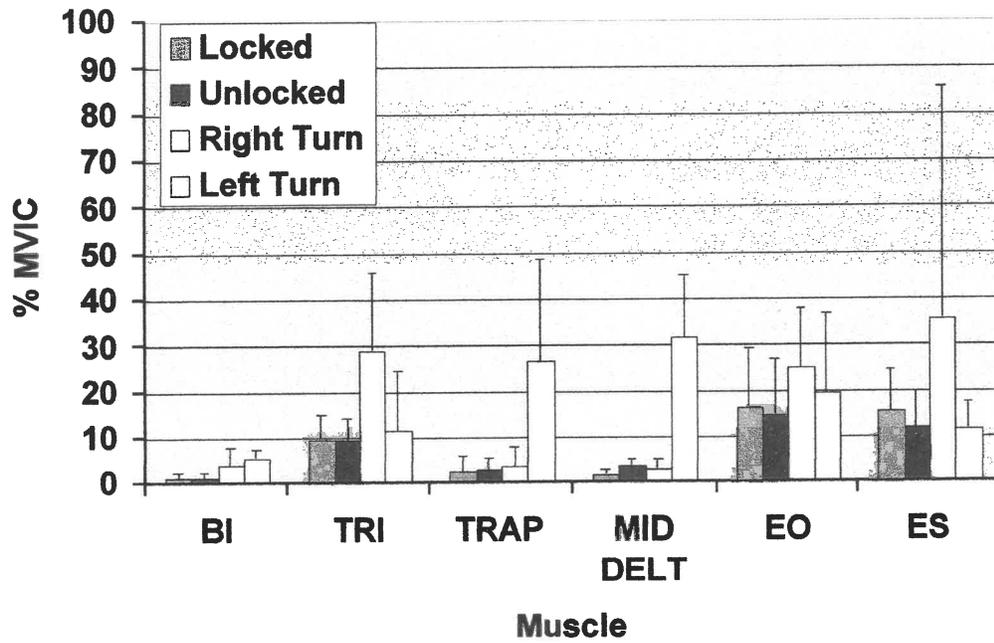
RQ	Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Average	St. Dev.
Sit/Lock	0.92	0.93	0.97	0.91	0.92	0.93	0.03
Sit/Unlock	0.90	0.90	0.95	0.90	0.92	0.91	0.02
Sit/Turns	0.94	0.93	0.95	0.91	0.92	0.93	0.02
Stand/Lock	0.89	0.88	1.00	0.94	0.92	0.93	0.05
Stand/Unlock	0.90	0.94	0.97	0.94	0.94	0.94	0.02
Stand/Turns	1.08	1.01	1.00	0.98	0.97	1.01	0.04

\*\* Turns greater than the unlocked position (P <0.05).

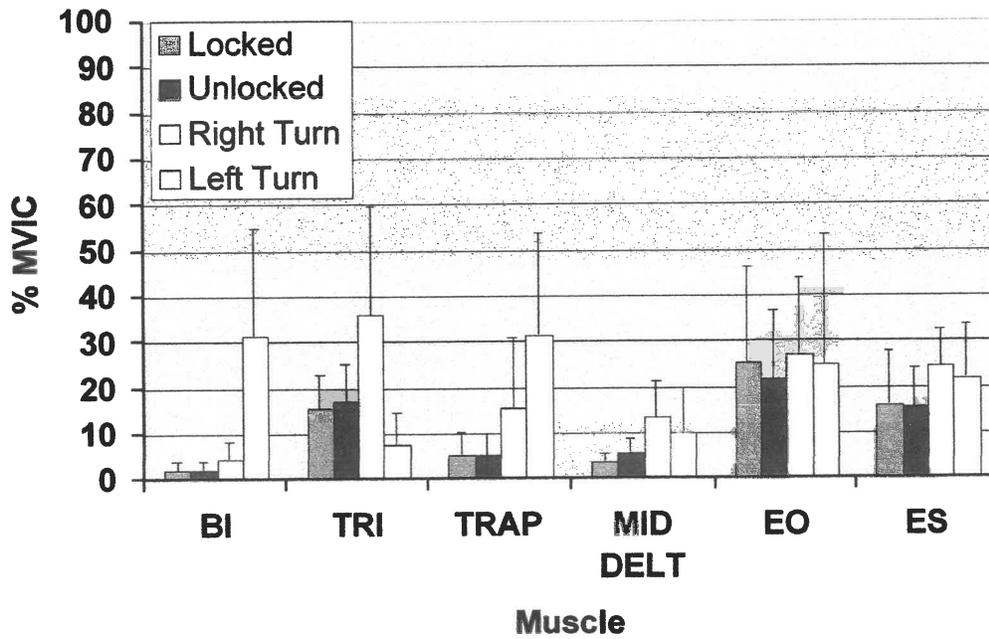
## EMG

Six muscles were examined for a 3 second interval during each condition (locked, unlocked, left turn, right turn) for each position (seated, standing). Two of the muscles were “core” muscles: erector spinae and external oblique. The remaining four were upper extremity muscles: biceps, triceps, traps, and middle deltoid. Electrodes were placed on only one side of the body and figures should be interpreted with this in mind, particularly when evaluating the turn data. The assumption discussed later is that electrodes on the other side of the body would have reflected similarly thus the bilateral symmetry assumption. Each sample was collected at the approximate midpoint in time of the condition protocol. During the turns, the 3-second interval was collected when the rider was at the maximum deviation from the central position. Each muscle was expressed as a percentage of the maximum voluntary isometric contraction, and is presented below:

### Seated



### Standing



As can be appreciated from the standard deviation bars on the figures, muscle activation responses were highly variable.

For statistical purposes, bilateral symmetry was assumed for all positions/conditions. Therefore, the right and left sides were summed for the turns and doubled for the two straight ahead conditions.

## STATISTICS

Because of the small sample size, normal distribution was not assumed and nonparametric tests were used. To determine if differences existed between conditions, a Friedman two-way ANOVA was conducted. If statistical significance was found, Wilcoxon Matched tests were used post-hoc to determine which conditions were different.

**FURTHER COMMENTS**—From Rich Hanson, MA, Exercise Physiology. Executive VP of RealRyder International

### Functional Movements and the RealRyder ABF8:

When each subjects' bike went from "locked" (stationary) to "unlocked" (the natural *unstationary* design of the RealRyder ABF8) their Relative O<sub>2</sub> (ml/kg/min); Kcal/min; and Heart-Rate (bpm)—Decreased. (!) Speculation from several PhD's for this phenomenon is that this more "natural" (functional) movement of the articulating bike frame, linked also to the handlebars, are controlled by the rider which creates the improved biomechanical efficiency for both the lower and upper extremities. The bike's design allows the cyclist to recruit other muscle groups to make any given workload "easier" whereas stationary bike riders are limited by local muscle fatigue. There are numerous published studies that confirm that local muscle fatigue is the major factor cycle ergometry.

Colin Irving (the bike's designer-and a very accomplished road bicyclist) has stated that he can "work harder, more easily" on the ABF8 than on a stationary bike, or on roller devices. Obviously, the following statement is pure speculation on our part, but this metabolic decrease is intriguing: We believe that a cyclist can work harder (with increased watts and with increased muscular involvement) and longer (time) when using the RealRyder Indoor Cycle compared to any stationary cycle.

Dr. Loy also made this unsolicited comment: "Overall, the agreement of the subjects was that in the center mode (holding the bike straight, without turning) it was just simply more enjoyable than the standard spinning cycle..."

**We believe that working harder can actually be Fun!**

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

Procurement Name and Number: Request for Proposal RFP#J6M-1124 Date Form Completed: 7-13-21

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

Offeror / Proposer: Heal Ryder International LLC 3200 Airport Ave Unit 21 Santa Monica, CA Richardson - 805-402-3047  
 Firm Address 90405 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	N/A	N/A	N/A	N/A	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**



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 540.568.3145 Phone  
PROCUREMENT SERVICES 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,

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

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



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)

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

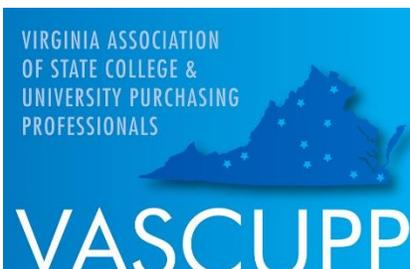


# Request for Proposal

## **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](mailto: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 JMUSports.com. All other sports are streamed to the extent possible on JMUSports.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 20<sup>th</sup> 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’ 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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for 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](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, 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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
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](http://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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 (SBSB) 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 SBSB 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 (SBSB) 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 (SBSB)-

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 (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- 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.

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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: \_\_\_\_\_

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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

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