



WHEN ORDERING OFF THIS BID  
PLEASE INDICATE THIS BID LOG  
NUMBER ON ALL ORDERS  
#21-59835

**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJM6152

This contract entered into this 19<sup>th</sup> day of October 2021 by BSN Sports, LLC. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From November 1, 2021 through October 31, 2022 with 4 one-year renewal options.

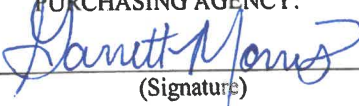
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # JGM-1124 dated June 28, 2021:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) Addendum No. One dated July 12, 2021
  - (e) Addendum No. Two dated July 14, 2021
  - (f) Addendum No. Three dated July 15, 2021
  - (g) Addendum No. Four dated July 21, 2021
- (3) The Contractor's Proposal dated July 9, 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)  
Chris Bloomfield  
(Printed Name)

Title: National Bid Director

PURCHASING AGENCY:  
By:   
(Signature)  
Garrett Morris  
(Printed Name)

Title: Buyer Senior

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

1. Contractor's pricing schedule is as follows:

MANUFACTURER	PRODUCT	DISCOUNT
<b>Alleson Athletic</b>	Apparel & Uniforms	25% off retail
<b>Asics</b>	Apparel & Equipment	35% off retail
<b>Asics</b>	Footwear	30% off retail
<b>Badger Sports</b>	All items	30% off retail
<b>BSN Sports Equipment</b>	All "BSN Product" designated by catalog by asterisk	25% off catalog
<b>BSN Sports Equipment</b>	All Other Products	10% off catalog
<b>BSN Sports Fitness Equipment</b>	In Stock Fitness Equipment	20% off catalog
<b>BSN Victory Uniforms</b>	Custom BSN Uniforms & Apparel	catalog price
<b>BSN Stock Performance Apparel</b>	Stock BSN Apparel	15% off catalog
<b>Bison</b>	All items	5% off catalog
<b>Cascade</b>	All items	25% off catalog
<b>Champion</b>	All items	35% off retail
<b>Cliff Keen – 25% off catalog price</b>	All items	25% off retail
<b>Cramer</b>	All items	25% off catalog
<b>Diamond Sports</b>	All items	No published catalog price. Consult BSN Sales Pro.
<b>Douglas Pads and Sports Inc.</b>	All items	10% off retail
<b>Easton Sports</b>	All items	15% off retail
<b>Fisher Athletic</b>	All items	5% off retail
<b>Gill Athletic</b>	All items	catalog price
<b>Holloway/Augusta/Russell Athletic</b>	All items	25% off catalog
<b>Kwik Goal</b>	Goals (Soccer, Football, etc)	13% off retail
<b>Kwik Goal</b>	Non-Goal Products	30% off retail
<b>McDavid</b>	All items	30% off catalog
<b>Mizuno</b>	Gloves and Bats	10% off catalog
<b>Mizuno</b>	All other Baseball, Softball, & Volleyball Products	25% off catalog
<b>Mueller</b>	All items	30% off catalog
<b>New Balance</b>	All Team Products	30% off catalog
<b>Nike</b>	Stock Apparel & Stock Uniforms	35% off retail
<b>Nike</b>	Footwear	30% off retail

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

<b>Nike</b>	Custom Uniforms & Custom Apparel	25% off retail
<b>Powers</b>	All Items	20% off retail
<b>Puma</b>	Stock Apparel & Accessories	30% off retail
<b>Puma</b>	Custom Uniforms	catalog price
<b>Rawlings</b>	All Items	20% off retail
<b>Richardson Caps</b>	All items	30% off retail
<b>Ripon Athletic</b>	All items	20% off retail
<b>Schutt Sports</b>	Football items only	15% off retail
<b>Scraplife</b>	All items	25% off retail
<b>Spalding</b>	All items	7% off retail
<b>STX</b>	All items	10% off MAP Pricing
<b>Warrior</b>	Apparel & Equipment	25% off catalog price
<b>Wilson</b>	All items	10% off catalog
<b>Under Armour</b>	Stock Apparel	35% off retail
<b>Under Armour</b>	Armourfuse, Custom Uniforms(ordered in 1st window)	30% off retail
<b>Under Armour</b>	Footwear	30% off retail
<b>US Games</b>	In Stock Physical Education Products	25% off catalog
<b>Varsity Cheer (ordered thru Varsity Cheer)</b>	All items	10% off retail

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

- a. Freight and delivery charges shall not exceed 5%.
- b. Contractor shall waive all restocking and shipping fees for returns/exchanges for stock, undecorated apparel under the sales value of \$3,000 per return. All returns must be processed within in 60 days of receipt of goods. This term applies to James Madison University only.
- c. Contractor shall provide an annual product rebate to James Madison University based on total invoiced sales for each year of the contract. The product rebate is based on retail price and can be chosen from Nike stock apparel and BSN products (items manufactured by BSN). At the end of each 12-month period, Contractor shall immediately notify the Procurement Officer in writing stating the total invoiced sales and available rebate, if applicable. The University will select free product within 120 days of receiving the rebate. The rebate structure is as follows:

**RFP # JGM-1124 Athletic Fitness Equipment, Strength &  
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Negotiation Summary for BSN Sports  
10/6/2021**

\$125,000 - \$399,999	5% rebate
\$400,000 - \$649,999	6% rebate
\$650,000+	7% rebate

3. All deliveries shall be made to the Purchasing Agency FOB Destination.
4. Contractor shall donate \$1,500 to the JMU Duke Club annually. Payment shall be coordinated with the JMU Duke Club. Checks should be made payable to the JMU Foundation and mailed to the following address:  
  
JMU Duke Club  
MSC 0402  
380 University Blvd.  
Harrisonburg, VA 22807
5. 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.
6. The Contractor has disclosed all potential fees. Additional charges will not be accepted.



**BSN SPORTS**

PO Box 7726, Dallas, TX 75209

Request for Proposal

**RFP# JGM-1124**

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

For

**James Madison University**

Procurement Services  
752 Ott Street, Wine Price Building, Ste 1023  
Harrisonburg, VA 22807

Due: July 21, 2021 at 2:00PM

Submitted by

**BSN Sports LLC**

PO Box 7726  
Dallas, TX 75209

Bill Stote  
Senior Vice President, Collegiate Select  
Office: Kingston, NY  
Phone: 914.388.6656  
Email: [bstote@bsnsports.com](mailto:bstote@bsnsports.com)

Lyn Weiss  
Senior Bid Specialist  
Office: Dallas, TX  
Phone: 800.445.9446 ext.92151  
Email: [lweiss@bsnsports.com](mailto:lweiss@bsnsports.com)

Rob Reid  
Area Sales Manager – Virginia  
Office: Richmond, VA  
Phone: 804.521.1748  
Email: [rreid@bsnsports.com](mailto:rreid@bsnsports.com)

# 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.

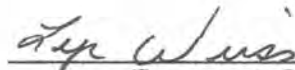
Name and Address of Firm:

BSN Sports, LLC

PO Box 7726

Dallas, TX 75209

By:

  
(Signature in Ink)

Name:

Lyn Weiss

(Please Print)

Date:

7/9/21

Title:

Senior Bid Specialist

Web Address:

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

Phone:

800-445-9446 ext 92151

Email:

[passonsbid@bsnsports.com](mailto:passonsbid@bsnsports.com)

Fax #:

800-523-5112

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

~~Not applicable~~ 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.





## BSN SPORTS

PO Box 7726, Dallas, TX 75209

James Madison University  
RFP# JGM-1124  
Due July 21, 2021

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**IV. 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.**

See enclosed flash drive for electronic catalogs. Catalogs may also be accessed at the following sites:

<https://www.foundersport.com/service/catalog/>  
[https://www.teamconnection.com/asics\\_2021.html](https://www.teamconnection.com/asics_2021.html)  
<https://www.bsnsports.com/nike-catalogs/>  
<https://www.bsnsports.com/catalogs/>  
[https://www.bsnsports.com/catalogs\\_bsn/2020BSNApparel/mobile/index.html](https://www.bsnsports.com/catalogs_bsn/2020BSNApparel/mobile/index.html)  
<https://bison-inc.dcatalog.com/v/2021-22/?page=1>  
<https://cascadelacrosse.com/>  
<https://www.championsports.com/uploads/champion-sports-catalog-2022.pdf>  
<https://catalogs.cliffkeen.com/2020-wrestling/page/1>  
<https://www.cramersportsmed.com/>  
<https://www.diamond-sports.com/2020-2021-flip-catalog>  
<https://easton.a.bigcontent.io/v1/static/2021%20Easton%20BSB%20Catalog%20LR>  
<https://www.fisherathletic.com/pages/catalogs.html>  
[https://www.gillporter.com/media/amasty/amfile/tmp/2021\\_Gill\\_TF\\_Catalog.pdf](https://www.gillporter.com/media/amasty/amfile/tmp/2021_Gill_TF_Catalog.pdf)  
<https://www.augustasportswear.com/catalog>  
[https://dc-docs.dcatalog.com/Kwik-Goal/Kwik-Goal-Catalog/a0fac513-6ad3-44c2-b836-4d4f231acdf3/Full\\_Catalog\\_Pi.pdf?v=16261947660660.45606698833250414](https://dc-docs.dcatalog.com/Kwik-Goal/Kwik-Goal-Catalog/a0fac513-6ad3-44c2-b836-4d4f231acdf3/Full_Catalog_Pi.pdf?v=16261947660660.45606698833250414)  
<https://www.mcdavidusa.com/>  
<https://www.mizunousa.com/>  
<https://www.muellersportsmed.com/b2c-us/en/>  
<https://www.newbalance.com/>  
<https://www.bsnsports.com/nike-catalogs/>  
<https://www.powersathletic.com/catalogs>  
<https://us.puma.com/en/us/men/clothing/classics>  
<https://www.rawlings.com/on/demandware.static/-/Sites-rawlings-Library/default/dw52ff5e4a/images/catalogs/rawlings-spring-catalog.pdf>  
<https://www.rawlings.com/on/demandware.static/-/Sites-rawlings-Library/default/dw11b73ac1/images/catalogs/rawlings-fall-catalog.pdf>  
[https://richardsonsports.com/media/wysiwyg/CatalogPage/pdf/PTS\\_CUSTOM\\_2021\\_WEB.pdf](https://richardsonsports.com/media/wysiwyg/CatalogPage/pdf/PTS_CUSTOM_2021_WEB.pdf)  
[https://richardsonsports.com/media/wysiwyg/CatalogPage/pdf/2020\\_CATALOG\\_WEB.pdf](https://richardsonsports.com/media/wysiwyg/CatalogPage/pdf/2020_CATALOG_WEB.pdf)  
<http://www.riponathletic.com/en/Showroom.aspx>  
<https://www.schuttsports.com/football.html>  
<https://www.scraplife.com/>  
<https://www.stx.com/>  
<https://www.warrior.com/>  
<https://www.wilson.com/en-us>  
<https://www.usgames.com/catalog-usg/USGamesS21/mobile/index.html>





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IV. A.

Alleson Athletic and Badger Sports are both found in the [foundersport.com](http://foundersport.com) website.

Holloway, Augusta and Russell Athletic are found on the Augusta website.

See pages 49 - 50 for percentage discounts off published price list.

Sales Pros will provide price lists.



**BSN SPORTS**

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James Madison University

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**IV. 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.**

BSN Sports will honor any free allotments of product from incentive programs provided from manufacturers (i.e., Nike Switchover Programs, Under Armour CTU Programs, bat/glove programs from Baseball/Softball manufacturers, custom hat programs, etc.). Depending on how the free product is administered through the manufacturer, BSN Sports will either follow a purchase order procedure or give access to JMU to order directly from the manufacturer. In cases where neither of these processes are feasible, BSN Sports will communicate electronically via email to ensure all free goods are accounted for and documented.



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

BSN Sports does not participate in a trade-in program.



**BSN SPORTS**

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

Contractor shall provide an annual product rebate to James Madison University based on total invoiced sales for each year of the contract. The product rebate is based on retail price and can be chosen from Nike stock apparel, Under Armour stock apparel, or BSN Performance Apparel and BSN equipment products (items manufactured by BSN Sports). At the end of each 12-month period, BSN Sports shall notify the Procurement Officer in writing stating the total invoiced sales and available rebate, if applicable. The University will select free product within 90 days of the Contractor's written notification to the Procurement Officer. The rebate structure is as follows:

\$125,000+ = 5% rebate

\*The rebate is exclusive to JMU only and will apply to purchases made under the pricing terms of the contract. In addition, BSN Sports honors the BSN Sports Exclusive Supplier Agreement, and pricing/rebates will be whichever of the two are most advantageous to JMU.

In addition, BSN Sports shall donate \$500 to the JMU Duke Club annually.



## BSN SPORTS

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

Chip Abernathy Sales Professional Phone: 540.271.2868 Email: <a href="mailto:cabernathy@bsnsports.com">cabernathy@bsnsports.com</a>	Ordering, Quotes, Customer Service
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Joe King Sales Professional Phone: 540.435.0516 Email: <a href="mailto:jking@bsnsports.com">jking@bsnsports.com</a>	Ordering, Quotes, Customer Service
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Wesley Bynum Territory Manager Phone: 972.406.3435 Email: <a href="mailto:wbynum@bsnsports.com">wbynum@bsnsports.com</a>	Ordering, Quotes, Customer Service (Secondary Support)
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Cassandra (Sandy) Ayers Customer Service Rep Phone: 540.387.9707 ext 90177 Email: <a href="mailto:cayers@bsnsports.com">cayers@bsnsports.com</a>	Customer Service
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Winnie Battles Accounts Receivable Specialist Phone: 972.884.7378 Email: <a href="mailto:wbattles@bsnsports.com">wbattles@bsnsports.com</a>	Invoicing, Accounts Receivable
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Ellen Brooks Director of Customer Service/East Coast Phone: 540.387.9707 ext 90181 Email: <a href="mailto:ebrooks@bsnsports.com">ebrooks@bsnsports.com</a>	Customer Service (Director)
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Rob Reid Area Sales Manager - Virginia Phone: 804.521.1748 Email: <a href="mailto:rreid@bsnsports.com">rreid@bsnsports.com</a>	Manager
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Rick Ennis Regional Sales Director – North Carolina and Virginia Phone: 757.436.1373 Email: <a href="mailto:rennis@bsnsports.com">rennis@bsnsports.com</a>	Regional Sales Director
---	-------------------------

Jim Bistrow VP of Sales – Atlantic Region-FL, GA, NC, SC, VA Phone: 904.330.8355 Email: <a href="mailto:jbistrow@bsnsports.com">jbistrow@bsnsports.com</a>	Vice President
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**BSN SPORTS**

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**IV. 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.**

BSN Sports is able to provide all products needed for all sports:

- BSN Sports will provide men's and women's cuts in apparel and uniforms.
- BSN Sports will provide three different levels of uniforms: stock uniforms, digital (sublimated) uniforms and custom uniforms (formerly called modified uniforms).
- BSN Sports will provide small, tall and large sizes in apparel and uniforms.
- BSN Sports will provide all footwear in standard sizes as well as large/wide sizes.
- BSN Sports will provide apparel related accessories including batting gloves, head bands and any other items necessary to complete the University's programs.
- BSN Sports will provide any equipment necessary to the University's athletic programs.
- stock uniforms, digital (sublimated) uniforms and custom uniforms (formerly called modified uniforms).
- All apparel and uniforms worn in competition supplied by BSN Sports will conform to NCAA standards.

All apparel, uniforms and equipment provided by BSN Sports is of collegiate quality and workmanship.

BSN SPORTS is a company focused around one core principle – SERVICE. There is nothing more important to us, and nothing that sets us apart more than our passion for serving you: School Administrators, Athletic Directors and Coaches who impact more lives in a year than most people do in a lifetime. The more time we can save you off the field, the more time you'll have to impact lives on it, which is why we do everything we possibly can to make your lives easier. This includes:

- Our commitment to be on campuses at least once a week (or whenever you need us) with the comfort of knowing we are always a short drive away.
- Unmatched inventory management systems that give us the ability reduce backorders by checking real time product availability from multiple vendors and our warehouses before we ever leave your office.
- Your own customized Team Art Locker, a treasure chest of cutting- edge designs and artwork your athletes and community will love.
- Digital player and fan wear storefronts that automate the team shop process and give coaches time back in their day.
- Access to our sister brands at VIP Branding, Varsity Spirit and Herff Jones that give us the unique
- Ability to help you transform your brand and elevate ALL aspects of student life.



## BSN SPORTS

PO Box 7726, Dallas, TX 75209

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### IV. F.

#### Onsite Servicing

- **JMU** will receive turn-key service.
- **JMU** will be serviced by a complete team of sales professionals, territory managers, customer service representative and category specialists.
- BSN Sports' dedicated Sales Pro will be on campus on a weekly basis (more often if needed) to provide the highest level of service in the industry for all your athletic teams. He will assist with every stage of the purchasing process, including presentation of products, on-site measuring and providing sized stock apparel for fit testing. He can, at any time, accurately check **real-time** stock in any warehouse. He will be available – in face-to-face meetings – to answer questions, provide guidance on uniform options and customizations, provide samples and offer any other support necessary. Sales Pros will respond to all emails and correspondence within 24 hours.
- **JMU** will have one dedicated Accounts Receivable specialist.
- BSN Sports has category experts to provide additional expert consultation and assistance as needed. For example, baseball, volleyball, track and field, etc... each have a category manager to best support each sport with the highest level of expertise. Many are professional athletes and former Olympians, so you are truly receiving expert assistance on equipment, trends and training.
- **JMU** Athletic Director will have direct access to the BSN Sports Senior Vice President of Collegiate Select, Bill Stote, and Director of Southeast Erika Whyte.
- Throughout the contract term, BSN Sports is willing to participate in performance evaluations by University Athletic staff and Administration.

We remove the hassles related to purchasing uniforms, equipment and spirit wear and anything else your athletic program needs, giving you more time to impact lives on the field. With over 1200 Sales Professionals who live, work and serve in your community, we are always just a short drive or phone call away





**BSN SPORTS**

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#### IV. F.

### **BSN Category Management Team – Sport Experts available to Collegiate Partners for Sport Specific Inquiries**

BASEBALL – KYLE HANCOCK: Kyle is a former 2<sup>nd</sup> round draft pick of the Colorado Rockies organization. During his senior high school season, Kyle won Dallas-Fort Worth Player of the Year over Cy Young winners Clayton Kershaw and Corey Kluber.

SOFTBALL – NATALIE BROCK: Natalie was a 2-time College World Series participant and SEC Champion during her playing career at the University of Tennessee. With coaching experience at the Collegiate Division I and II levels, Natalie brings a vast knowledge of softball from a player and coach's perspective to BSN Sports.

FOOTBALL – ZACK GATWOOD: Zack was Assistant Director of Equipment Operations at The University of Southern Mississippi from 2012-2017. With a resume that includes stints in Division I and the NFL, Zack brings a vast knowledge of football equipment to BSN Sports.

BASKETBALL – SHANICE STEPHENS: A decorated player from Oklahoma State University, Shanice helped lead her team to a sweet sixteen appearance. After her playing years, she stepped into coaching where she assisted at Rice University, was the associate head coach at Clemson University, and the head coach at the university of North Texas.

VOLLEYBALL – ABBY WEBB: The single season record holder for block in a season for Saint Joseph's College in Indiana, Abby provides great product expertise to our collegiate partners.

TRACK & FIELD – AUSTEN BROWN: Austen is our resident Track & Field expert, working to create new and innovative products. Austen prides himself on his knowledge of pits, implements, spikes, cloth and more.

LACROSSE - RYAN HOFFMEISTER: Ryan is a former All-American lacrosse player from Hartwick College. Most recently, Ryan was the New England Territory Manager for Cascade/Maverick lacrosse – BSN Sports' biggest lacrosse equipment vendor.

SWIMMING – JOEL MORACE: Joel is a former High School All-American and attended Florida State University on a swim scholarship. Following college, Joel joined the United States Marines and was a Combat Swim instructor.



**BSN SPORTS**

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**IV. F.**

**BSN SPORTS SPECIALISTS**

RYAN ANGUS – BASEBALL

JASON SEARS – VOLLEYBALL

SHANE DARBONNE – TENNIS

CHASE DODSON/JOE GILLIS/RAELYN WHITE – LACROSSE

RACHEL STEINMAN/SAMANTHA FLOOD – FIELD HOCKEY

NICOLE SPIOTTA - SOFTBALL

COLTON GAYLE – TRACK & FIELD

IYRON HAMEL – HOCKEY

**BRAND AMBASSADORS**

INDIA CHILES – SOFTBALL

JULIANN JOHNSON – VOLLEYBALL

JESSICA HARDY – SWIMMING

MIKE PROCOPIO – BASKETBALL

ROBERT HACKET – TRACK & FIELD



**BSN SPORTS**

PO Box 7726, Dallas, TX 75209

James Madison University

RFP# JGM-1124

Due July 21, 2021

**IV. 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.**

Our dedicated **JMU** Sales Pro will help initiate the ordering process by supplying **JMU** with a quote for selected product that can be forwarded directly to purchasing for a purchase order or can be put on a university credit card. Once the order is ready to be placed, we will follow **JMU** purchasing practices (purchase order/credit card, etc.) and place the order. An auto-generated confirmation will be sent to the preferred email once the order is in our system. When product ships from Nike, Under Armour or from one of our warehouses to **JMU**, an auto-generated email will be sent to the preferred email with tracking information. At any time, our Sales Pro and/or Customer Service Rep can be contacted via phone or email to check status of an order as well.

In addition to scheduled bi-weekly visits, the Sales Pro will respond to all emails and correspondence with 24 hours. Sales Pros will be supported by a team of BSN Sales and customer support staff. This team consists of BSN specialists dedicated to order processing, order status, order flow and inventory lookup as well as an additional support team versed on product inquiries and back up sales/order entry support. This ensures the Coach will have immediate access to a BSN employee who will instantly be able to answer questions, orders, customer service, etc., pertaining to the account.

BSN Sports will continue to provide the same level of service as that given in our Exclusive Supplier Agreement, which commenced on May 19, 2019.

BSN Sports can supply detailed spend reports. These can be supplied monthly, quarterly and/or yearly. They can be filtered in many different ways, including by brand and sport. A yearly review will be set up with managers and Collegiate Select team.





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

BSN Sports does not offer a service support/repair process.



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

BSN Sports does not offer training for fitness equipment.



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

BSN Sports does not offer installation.



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**IV. 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*.**

BSN Sports Sales Pro will have sample packs available for **JMU** personnel and athletes to inspect, feel and try on. He will respond to all emails and correspondence with 24 hours. There will be no costs associated with sample items.



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**IV. 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*.**

BSN Sports is partnered with FedEx for small package shipments and with ABF Freight for LTL/freight shipments to provide on-time, efficient delivery. We offer all types of expedited shipping and extra delivery services. This includes, but is not limited to Next Day Delivery, as well as services after the shipment arrives such as Inside Delivery. These services will be charged according to the cost associated in the scope of work. All shipments will be shipped FOB Destination.

In stock products in BSN warehouses will ship in 24 hours, barring any credit delays.

BSN Sports makes every effort to ship an order complete. Should there be a backorder, an invoice will not be generated until the last item has shipped.

Delivery costs will be 5% of the total order amount on ground shipments. The delivery cost on expedited shipments varies according to weight and volume. A quote will be provided to the Athletic Department for approval prior to expedited shipping.





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

Standard delivery times:

- |   |                      |
|---|----------------------|
| ▪ Hard goods in stock in BSN Sports warehouses: | 3 – 5 business days  |
| ▪ Blank stock apparel:                          | 3 business days      |
| ▪ Lettered stock apparel:                       | 7 – 10 business days |

**JMU** will be provided with an ordering calendar for custom apparel and uniforms.



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

BSN Sports' primary warehouses and distribution centers have a combined total of over 500,000 sq ft, carrying \$120 million in on-hand inventory of equipment, apparel and complete decoration services, enabling BSN to service their customers without delay.

BSN warehouses \$30 Million in Nike product in our Indianapolis and Richmond facilities, giving us the largest inventory of Nike Team product nationally, second only to Nike itself. In addition, we have access to Nike's inventory of Team Apparel (including stock uniforms). Nike will also decorate products for BSN at their facility. With state-of-the-art EDI technology, BSN Sports secures product in real time from Nike's inventory; we have the resources to supplement our own inventory quickly.



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

- Returns and exchanges will be addressed within 24 hours of notification by the School to BSN Sports Sales Pro or CSR.
- All returns must be authorized by BSN and require return authorization. Your Customer Care Team will provide a return authorization number.
- Returns must be postmarked within 30 days of return authorization issue date.
- Items must be returned in their original condition, including all tags, packaging and accessories (if applicable).
- Custom orders may not be returned unless the merchandise is defective or BSN made an error when making the custom order product.
- The return authorization number must be included in all correspondence and returns.
- BSN Sports is not responsible for misuse, customer installation or improper storage.

Return shipping charges will be the responsibility of the University for returns through the fault of **JMU**. Restocking fees may apply. Return shipping charges and restocking fees will not be charged on returns through the fault of BSN Sports.



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IV. P. Describe available warranties.

If a product is under warranty, the warranty period is one year on materials and workmanship. BSN Sports will honor all manufacturer warranties to **JMU**.



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**IV. Q. Describe quality control process.**

BSN Sports' quality control manager evaluates all potential newly developed items for conformance with quality and safety standards. Our computer platform allows us to put shipments on hold if we have a concern so that the SKU cannot make it into circulation even if the product arrived much earlier.

Whenever an item is new, it goes on an automatic quality hold so the first shipment can be inspected before it enters a location for order picking. In addition, whenever the factory for an existing item changes, we put a similar hold on it so that we can examine and test it thoroughly. If anything changes, we treat it as a new item from a quality inspection and processing standpoint.

We have five overseas partners that act as trading agents for us. Part of their duty is to inspect products before shipment is made. They will visit factories to inspect shipments and report any abnormalities. In addition, they send us photos of the product which they have taken during the inspection visits. They will visit these factories regularly even when we do not have shipments available to determine the ongoing viability of the factory. They will also help us by prescreening potential factory partners. This exhaustive effort helps us to ensure that the products that make it to our shelves are the highest quality in the industry.



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**IV. 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.**

Customers with defective, damaged, or broken equipment/apparel should immediately notify their Sales Pro and/or Customer Service Department. Because of our vast inventory, replacement parts and stock apparel are generally available to ship immediately as a normal order would, within 24 hours. If BSN Sports is at fault, we may choose to expedite the delivery at no additional fee if met with demanding time or competitive constraints. Any products damaged while in transit are subject to normal freight claim processes, but this should not delay the replacements being shipped. We ask that all shipments be inspected for count and visible damage and signed for appropriately. Products broken/damaged while in use or after delivery will be evaluated on normal manufacturer warranty terms.





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**IV. 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*.**

BSN Sports is not offering re-conditioning services as part of this RFP.



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

BSN Sports is not offering helmet painting services as part of this RFP.



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

BSN can provide all embellishment services including screen-printing, embroidery, tackle twill, sublimation, performance flex and other new forms of lettering. We have our own internal screening and embroidery facility located in Indianapolis which is one of the largest in the US. Services include Screen Print, Digital Fusion, Embroidery, Tackle Twill and Banners/Wall Clings.

BSN Sports also recently opened a state-of-the-art screen-printing facility in Dallas, TX, with 325,000 sq. ft. of production and warehouse space containing multiple screen print presses, embroidery heads, heat presses, sublimation printers, digital printers with pre-production automation in screen processing and digital fusion creation.

BSN Sports will occasionally utilize "approved" outside decorators to assist BSN Sports in making timely deliveries and maintain expected quality.

BSN Sports is connected with several licensing affiliates including Learfield and is one of the only vendors authorized to print team Nike branded logos.

We will use **JMU's** athletic font, colors and logos for all printed goods and on custom apparel and uniforms. BSN Sports will work with each coach and send a proof for all art work. We will follow all guidelines given to us by the University and University representatives. All embellishment will be quoted at time of request from school/coach.

**EXEMPLAR**  
ASSOCIATES

 **IMG**  
COLLEGE  
LICENSING

**Learfield**  
COLLEGE SPORTS

**Fermata**  
SPORTS

**WE HAVE GREAT  
PARTNERSHIPS  
WITH ALL MAJOR  
COLLEGIATE  
LICENSING FIRMS**

**Team Art Locker:**

- **JMU** will have the ability to create and control specific school logos. Storage will be in one central area for easy access.
- **JMU** will have access to Nike branded logos.
- Online art approval process.
- **Artists available to assist in department "rebranding"**



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

**Team Store (My Team Shop)**



- BSN Sports offers a service known as My Team Shops that is an online store.
- Through MTS, your student athletes and parents will have the ability to purchase an assortment of items chosen by the shop coordinator (Coach). Items are purchased, processed, and can be either be shipped to the school for distribution or shipped to each individual's home.
- Stores are handled on a case-by-case basis. The University's dedicated Sales Pro will create the store and send a link to the coach or other point person. The point person will forward the store to his student athletes.
- Typically a shop is open for no longer than a 2-week window so that ALL orders are processed at the same time.
- Payment will be made by credit card. BSN Sports accepts MasterCard and Visa.
- MTS can be used as a fundraising opportunity. Dollars earned can be either a percentage or a set dollar amount on each item offered in the shop. The percentage or dollar amount is determined by the shop coordinator. When the shop is completed, the dollars earned are returned to the school in the form of an account credit or check.
- The online store would be created, hosted and maintained by BSN Sports at no cost to JMU. In addition, BSN Sports would be responsible for all aspects of order processing, fulfillment, returns and payment for the online store. Revenue sharing with JMU shall be based on a percentage of sales.





**BSN SPORTS**

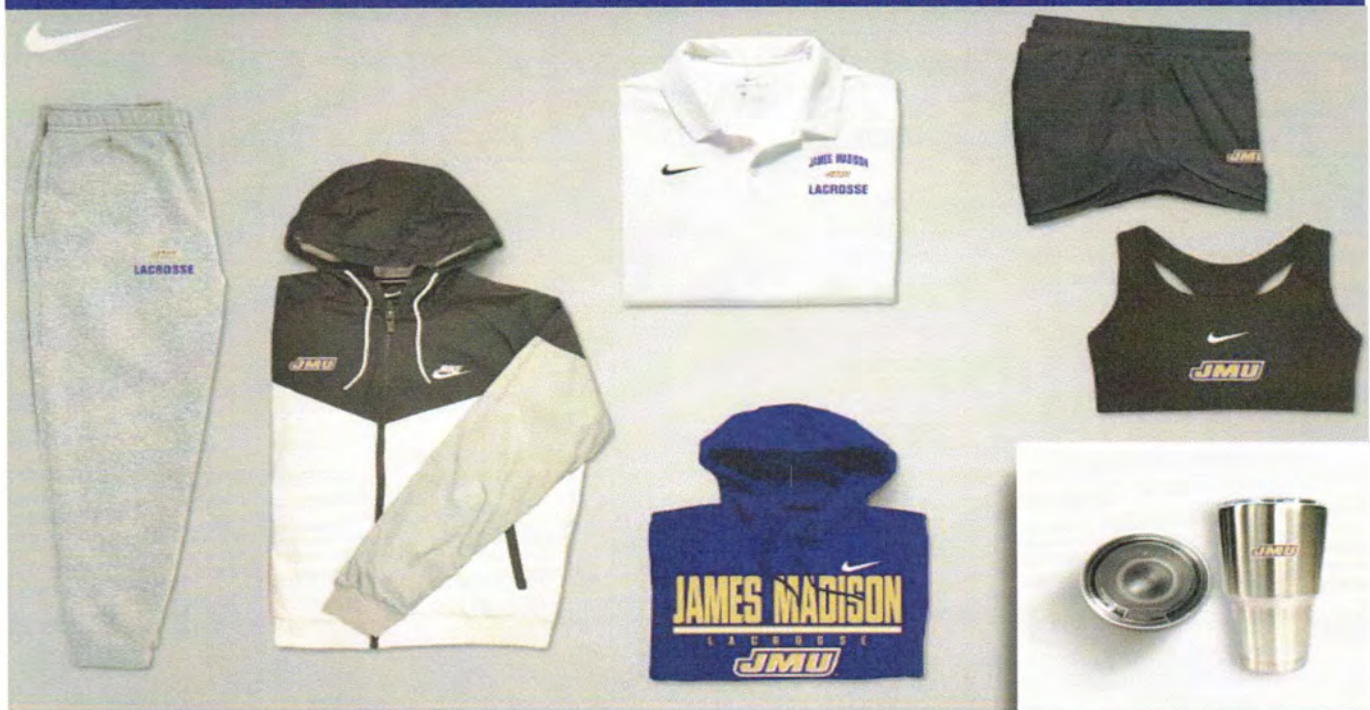
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IV. V.



NIKE ELEMENT DRY HALF-ZIP TOP NK897021 // STADIUM CHAIR 1369554 // NIKE LEGEND SHORT SLEEVE NK727982  
NIKE LEGEND LONG SLEEVE NK727990 // NIKE BRASILIA LARGE DUFFEL 9.0 NKB45066 // NIKE BRASILIA BACKPACK NKB45959



NIKE WOMEN'S CLUB FLEECE PANT NKCJ1790 // NIKE NSW WINDRUNNER JACKET NKC09550 // NIKE DRY-FIT POLO NKC03206  
NIKE WOMEN'S CLUB FLEECE HOODY NKCJ1789 // NIKE DRY TEMPO SHORTS NKB49585 // NIKE SWOOSH 2.0 SPORTS BRA NKCJ5949 // ACRUX TUMBLER 1454488





**BSN SPORTS**

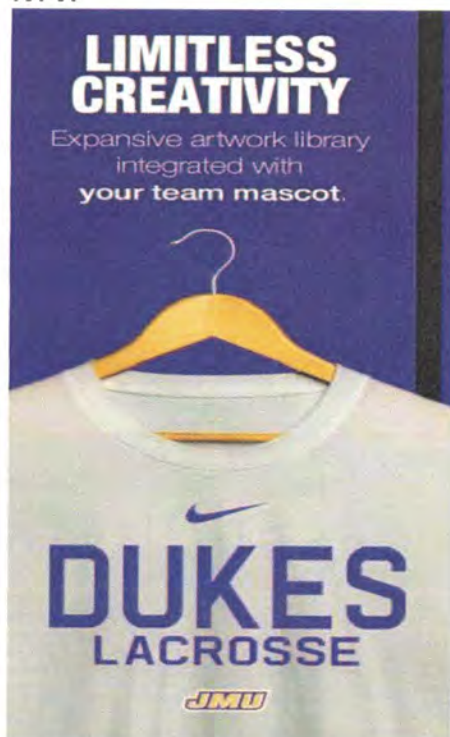
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IV. V.



**SAVE TIME.  
RAISE MONEY.  
GROW SUPPORT.**



### Free Coaches Tool

Leverage the free My Team Shop platform to easily track and collect orders, view customer purchases, and manage promotions



### Powerful Fundraising Engine

Use the proceeds generated from your My Team Shop purchases as a fundraising engine for your program



### Easy Online Access

Promote school spirit by giving your school and community an easy solution to purchase team-branded apparel online



**BSN SPORTS™**





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**IV. V.**

**BSN SIDELINE STORE**

BSN Sports, LLC offers **JMU** the ability to earn additional revenue through their BSN Sports Sideline Store initiative. This fundraising opportunity not only increases revenue but also promotes brand awareness throughout the community.

**~ Sideline Store**

BSN Sports, LLC offers a Sideline Store initiative that is the online e-commerce division of **JMU**. BSN Sports Sideline Stores are a fully integrated emblematic merchandise, manufacturing and distribution company that has emerged as an industry leader in Team Sports – especially targeted higher education programs. It is a “vertical” organization, meaning the BSN Sports Sideline Store has the capabilities for making, decorating, distributing and marketing all of their products. As a result, BSN Sports Sideline Store is uniquely positioned to deliver a single item in your Sideline Store to your customer via the internet.

- A 24/7/365 e-commerce retail platform.
- Incremental revenue & profits to the **JMU** Athletic Programs generate 24/7.
- The ability to produce Nike apparel one at a time, customized with your logo.
- Full range of Nike top selling apparel products.
- Personalized with names and numbers.
- No customer order minimums.
- Multiple sport and departmental logos.
- No inventory risk to **JMU** institutions.
- A fully staffed customer service department will be available by phone and email to address any customer needs or concerns.
- No set-up fees or additional costs to **JMU** institutions.
- BSN Sports will provide **JMU** institutions with marketing collateral to support the promotion of their own Sideline Store.

The Sideline Store remains active and open for as long as we keep the current agreement. The Sideline Store is a very interactive site which allows for consumer creativity with the confines of **JMU** branding. Pricing (Retail Price) for all garments is pre-established by the BSN Sports Sideline Store Department through a submitted and mutually agreed upon document and will not reflect the team discount pricing. The document is always kept on file and sales reports are generated in a bi-annual basis for **JMU** institutions. Royalties on net sales of products from the Sideline Store bearing the institutional Marks will be payable to institution 15 days following the end of the second quarter and fourth quarter of the year at a rate of 10% royalties. Royalties paid back to **JMU** institutions in the form of a credit.







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#### IV. V.

##### **Overview**

BSN Sideline Store is a full-service online store which has made-to-order fan gear for the School's entire community. The store caters to: Students, Athletes, Faculty, Parents, Family, Supporters and Alumni.

##### **Products and Brands**

There are over 100 products offered in the following categories: Men's, Women's, Youth, Headwear and Accessories. Product categories include T-shirts, Polos, Hoodies, Performance Apparel, Hats and Bags from leading brands such as Nike.

##### **Customized Fan Gear**

Every product is made to order. Customers select a product and design to be decorated on the product. The customer can then customize the item by choosing a Sport, Club, Social Activity, or Alumni. School Sport Examples: Football, Lacrosse, Volleyball, Baseball, Cross Country, Golf, Soccer, Basketball, Softball, Track & Field. Club Examples: Art Club, Music Club, National honor Society, Science Club, Yearbook Staff

##### **Benefits:**

##### **No Risk Inventory and Fully Managed**

There is no need to manage a store or purchase inventory. BSN Sideline Stores fully manages all product stock.

##### **Full-Service Support**

Customers that have any questions about How to Place an Order, How to Personalize the Apparel, Order: status will be provided. BSN Sideline Stores handles all order processing, printing, shipping and customer support. Customer care support is Monday-Friday 7AM-4PM Central.



**JMU**

**YOUR STUDENTS**



**BSN SPORTS**



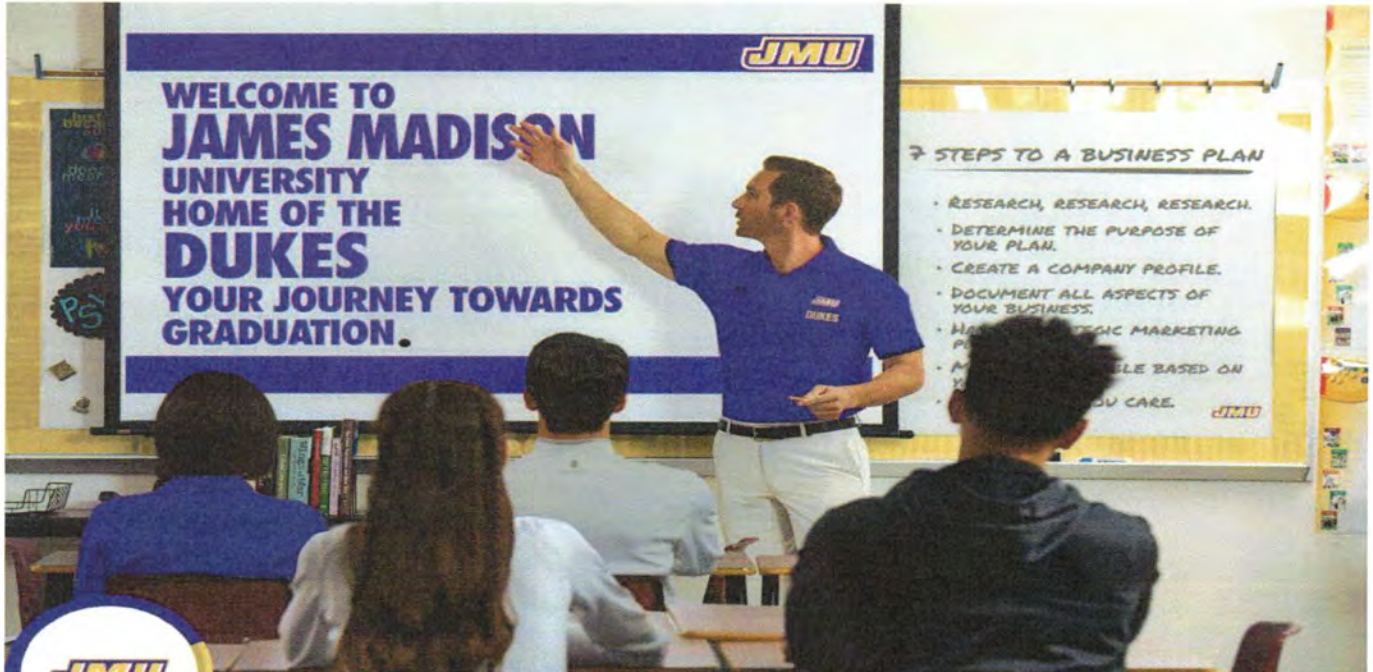


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**YOUR STAFF**



**YOUR SUPPORTERS**







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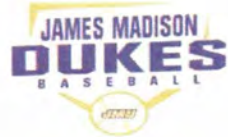
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YOUR SCHOOL



YOUR TEAMS



YOUR CLUBS



**JMU**

**ARTWORK FOR THE WHOLE SCHOOL**

- CUSTOMERS SELECT A PRODUCT AND DESIGN.
- DESIGNS FOR ALUMNI, SPORTS, CLUBS, ACTIVITIES AND FACULTY CAN BE AVAILABLE, NO MATTER THE SIZE OF THE GROUP.
- NO MINIMUMS
- ALL ORDERS SHIP DIRECTLY TO HOME



THE REAL KEY TO A SUCCESSFUL PROGRAM  
IS FOR FACULTY OR STUDENTS TO PROMOTE  
THE ONLINE STORE THROUGHOUT THE YEAR.

**JMU**

**JMU**

**JMU**

**THE ADVOCATE**







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IV. V.

### Campus Branding



## JAMES MADISON TAKE YOUR CAMPUS TO THE NEXT LEVEL!

Discover a range of quality items you can customize with your school mascot and colors for indoor/outdoor use.

**Enhance School Spirit • Engage Students • Empower Your Brand**



**Avenue Banners**



**Rugs & Runners**



**Wall Decals**



**Window Decals**



**Tablecloths &  
Media Backdrops**



**Pop-Up Tents**



**Feather Flags**



**Yard Signs**

- ☒ Easy to self-install items
- ☒ Multiple design options
- ☒ Quick-turn mock-ups
- ☒ Fast delivery
- ☒ Personal service



**Furniture**



## **BSN SPORTS**

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### **IV. V.**

#### **Additional Benefits**

- **BSN Sports Billing:**
  - Business Department will have access to all invoices, orders, and tracking information.
  - Exclusive Simplified Billing eliminates all accounting hassles and multiple invoices with ONE invoice. You can also review your account status, pay your bill and submit inquiries online with BSNBILLING.com.
  - Assigned point of contact to help answer all questions on invoices.
- **Team Art Locker:**
  - **JMU** will have the ability to create and control specific school logos. Storage will be in one central area for easy access.
  - **JMU** will have access to Under Armour branded logos.
  - Online art approval process.
- **BSN Decoration:**
  - BSN Sports carries several millions of apparel and footwear at all times.
  - BSN Sports has its own internal screening and embroidery facility located in Indianapolis which is one of the largest in the US.
  - We also offer "certified" decorators to help keep us on time and expected quality.
  - BSN Sports is the **ONLY** vendor authorized to print Nike branded logos.
- **My Team Shop: (BSN Online web stores)**
  - Online Dashboard provides fully functional online team selling location. Team Coordinator (coach) of the store will have full access to online promotions (Facebook, Twitter, email and text) as well as viewing orders and an active countdown clock to ensure all orders are placed on time.
  - Customer care division (designed specifically to answer customer's questions) is available 7 days a week.
  - An option to set up ship-to-home stores for certain products is available.
  - Fundraising options are also available through credit/check.
- **Collegiate Select – BSN Sports' dedicated College Division:**
  - This division concentrates solely on colleges and universities. Two of its primary functions are to interface with BSN Sales Managers and Sales Pros concerning inventory forecasts and communication with all the school's needs.





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- **Factory Direct Brands:**
  - BSN Sports is the only team sports distributor with over 20 proprietary equipment and apparel brands that make it easier for us to get product to your door faster AND cheaper.
- **Team Service Approach:**
  - When you partner with BSN Sports, you get a lot more than just a sales rep. With product experts, customer service specialists and local sales professionals all dedicated to your business, we make sure you are always taken care of.
- **24 Hour Quick Ship:**
  - With over 25,000 items in stock, we can ship your products immediately. From central warehouses to your fields and locker rooms, orders arrive quickly.
- **One-Stop Shop:**
  - From equipment to teamwear, we've got what you need.



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**V.B.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.**

BSN Sports and US Games are the athletic and physical education divisions of BSN Sports, LLC. We are the largest direct selling manufacturer, marketer and distributor of sporting goods and physical education products to the institutional market in the United States. With over 1900 employees, including over 800 full-time local Sales Pros, BSN Sports and US Games (hereafter collectively referred to as BSN) are the only companies of our kind and size that target the elementary, varsity and college education markets, as well as municipalities, park and recreation departments, state and federal government, private youth programs, boys and girls clubs, churches and summer camps.

From starting as one person selling product from the trunk of his car, BSN Sports is proud to have grown to over 100,000 customers, with active accounts in every zip code in the United States. We offer over 25,000 products – the largest assortment in the industry. Our product offerings range from physical education supplies and equipment to athletic supplies and equipment for both individual and team sports, to large scale field and facility equipment. In addition, we offer our customers access to multiple lines of branded team practice and game uniforms such as Nike, Under Armour, New Balance, Rawlings, Russell, Alleson and a multitude of other well-known names. From playground balls and jump ropes to bleachers, scoreboards and apparel, BSN prides itself on being a complete one-stop-shop for institutional customers in the USA – providing unparalleled service, quality, speed of shipment, product breadth and factory direct value.

Key reasons to contract with BSN Sports include the following:

- **CRITICAL MASS:** At over \$1 Billion in sales for our 2019 fiscal year, BSN is the largest marketer, manufacturer and direct distributor in the institutional sporting goods and physical education market. With size comes the strongest domestic and international buying power in our industry, allowing us to keep product costs down by leveraging our buying power in negotiations.
- **VALUE:** With critical mass and our factory direct selling model come the ability to pass savings on to the end user and provide customers with pricing that is 10-30% less than local suppliers on comparable products.
- **EXTENSIVE WAREHOUSING:** BSN's primary warehouses and distribution centers have a combined total of over 500,000 sq ft, carrying \$1.25 million in on-hand inventory of equipment, apparel and complete decoration services, enabling BSN to service their customers without delay.
  - BSN guarantees 24-Hour quick shipment on any quantity of goods in its warehouse and identifies over 1000 SKU's in our catalog as quick-ship ready.
  - A vast array of "in-house" brands which include MacGregor, Alumagoal, PortaPit, Gear Protec and Voit make up about 1/3 of our product mix and play an integral role in our marketing strategy of providing both choice and value to our customers.



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**V. B. 3.**

- In BSN Sports' 300,000 square foot production and warehouse facility located in Indianapolis, IN, there are 14 automatic screen-printing presses, 26 manual presses and 10 K2 numbering presses. Additionally, BSN Sports has over 16 digital fusion stations, over 165 heads of embroidery and a laser bridge tackle twill/ embroidery machine.
  - BSN Sports leads the team industry in their technological approach to customization by utilizing their I-Image ST Computer-to-Screen Imaging Unit to burn screens for printing without having to manually place films for exposure, as well as automated screen cleaners to maximize the precision within their designs.
  - BSN Sports has two full-time production shifts and over 25 full-time artists dedicated to producing embellishment for their team partners. In addition to the 25 in-house full-time artists, we work with over 300 outside contracted artists.
- 
- **MULTI-BRAND SELECTION:** BSN has the largest selection of name brands and proprietary products than any other company in the industry.
  - **ONE-STOP SHOP:** BSN Sports is the only one-stop shop for equipment and uniforms; pay only after the last box arrives; quick ship delivery and more.
  - **CUTTING EDGE TECHNOLOGY:** BSN runs SAP across all of its divisions and in all of its warehouses. We have used this software to separate ourselves from competitors for many years. BSN Sports makes it easier and faster for its customers to purchase products – 24/7. SAP gives BSN employees instant access to the information that you need: product availability, pricing and order status. It also gives customers the power to process and track their own orders online with ease.
  - **SALES PROS:** BSN employs a host of localized Sales Pros across the nation. Each of these highly trained reps is equipped with an I-Pad that is loaded with electronic catalogs, providing real-time access to inventory and order entry while on the road. The Sales Pro will respond to a call within 24 hours and are able to offer valuable assistance and guidance to athletic directors coaching and purchasing personnel.
  - **TURN-KEY SERVICE:** Service by a complete team of sales professionals, territory managers, customer service representatives and category specialists. We have dedicated category experts to provide additional expert consultation and assistance as needed.
  - **ACCESS TO TEAM ART LOCKER:** Your own customized treasure chest of modern designs and artwork your athletes and community will love.





## BSN SPORTS

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### V. B. 3.

BSN Sports has been satisfactorily servicing all-school contracts for over 10 years. We hold hundreds of All School Deals nationwide. Below is a small sampling of schools with which BSN holds contracts.

Liberty University  
 James Madison University  
 University of Virginia – Wise  
 Virginia Military Institute  
 Bethany College  
 California University  
 Indiana University  
 Kean University  
 Long Island University  
 Kent State University  
 Saint Anselm College  
 University of South Carolina  
 Kean College  
 UMASS Dartmouth  
 Boston University

College of William and Mary  
 Radford University  
 Virginia Tech  
 Virginia Commonwealth University  
 Cleveland State University  
 Fairmont State University  
 Georgia College & State University  
 Glenville State College  
 Ohio Wesleyan University  
 Ramapo College  
 St. Thomas University  
 SUNY Albany  
 Eastern Florida State University  
 Siena College  
 The College of Saint Rose

## GAME CHANGING SOLUTIONS

ONE-STOP  
SHOP

24 HOUR  
QUICK SHIP

TEAM  
SERVICE

BEST PRICE  
GUARANTEE

FACTORY DIRECT  
BRANDS

From equipment to teamwear, we've got what you need.

### TECHNOLOGY LEADER

Introducing the new BSN Sports™ 100% Free Coaching Education events hosted regionally by our team of Brand Ambassadors.

Access to the BSN Sports™ 100% Free Coaching Education events hosted regionally by our team of Brand Ambassadors.

Access to the BSN Sports™ 100% Free Coaching Education events hosted regionally by our team of Brand Ambassadors.

Access to the BSN Sports™ 100% Free Coaching Education events hosted regionally by our team of Brand Ambassadors.

Access to the BSN Sports™ 100% Free Coaching Education events hosted regionally by our team of Brand Ambassadors.



### COMPLETE CUSTOMIZATION SERVICES

- SCREEN PRINTING
- EMBROIDERY
- NUMBERING
- SUBIMATION
- STITCHES
- LETTERING
- LASER ENGRAVING
- SHIRT FLORA



## COACHES CLINICS

100% Free Coaching Education events hosted regionally by our team of Brand Ambassadors.

## CONSTRUCTION & RENOVATION

Updating your school or brand new construction – We provide best in class consulting to design what your facility needs with professional installation to get going faster.



## BSN SPORTS

PO Box 7726, Dallas, TX 75209

James Madison University

RFP# JGM-1124

Due July 19, 2021

### V. B. 3.

#### Personnel

**Jim Bistrow – VP of Sales – Atlantic Region – Florida, Georgia, North/South Carolina and the Commonwealth of Virginia:** Jim has been with BSN Sports for 9 years. Jim started as the Regional Sales Director of Florida and then added Georgia before managing the Atlantic Region. Prior to coming to BSN Sports, Jim was a Sales Representative with Xerox, a Business Development Executive with Xerox Global Services and a National Account Manager for United Subcontractors, Inc. Jim is excited with the opportunity to continue this great partnership with BSN & JMU.

**Rick Ennis – Regional Sales Director -North Carolina and Virginia:** Rick has been with BSN Sports for 28 years. Rick started as a Field Sales Pro and has been in management for the last 20 years. Rick has helped develop and manages our relationships for all our collegiate partners in both NC and VA.

**Rob Reid – Area Sales Manager – Virginia:** Rob is in his 29<sup>th</sup> year in the sporting goods industry, all with the same company, serving as a Field Sales Pro for 8 years and in a management capacity for 18+ years. As in the past, Rob will be available to meet on campus to work with JMU and our BSN Sales Pros to help continue with best practices to further strengthen the JMU/BSN Sports partnership.

**Chip Abernathy – Team Sales Professional** – Chip has been in the sporting goods industry for 35+ years, with the last nine years at BSN Sports. Chip has experience in working with colleges (including multiple years with JMU) and has a strong knowledge of the procurement processes, ordering processes, and quality of athletic products needed at the collegiate level. Chip lives ten minutes from the JMU campus and prides himself on outstanding customer service. Chip also spends some of his free time driving buses for sports teams and special events at JMU.

**Joe King – Team Sales Professional** – Joe King is a Bridgewater College graduate, where he played baseball for four years and received a degree in Athletic Training. Joe has been with BSN Sports for 6+ years. Joe works primarily with the Rec., Intramural, and Club teams at JMU; however, Joe is available to help Chip on the Athletic side whenever needed. Joe also spends some of his free times working JMU Football games.

**Stacy Hutchison – Sales Manager** – Stacy Hutchison is in his 18<sup>th</sup> year in the sporting goods industry, all with the same company, serving as a Team Sales Pro for 16 years and in a management capacity for the last two years. Stacy will be available to meet on campus to assist when needed, as well as fill in for Chip when necessary.

**Wesley Bynum – Territory Manager/Inside Sales Support** – Wesley works as a second arm team member for Chip and Joe. He is available to help answer questions, enter orders, provide pricing, and research items from a phone call away. Wesley has been with BSN Sports for 3+ years.

**Ellen Brooks – Director of Customer Service / East Coast** – Ellen Brooks is a crucial asset to BSN Sports, having been in the sporting goods industry for 44 years, the last 18 years with BSN Sports. Ellen has tremendous knowledge of the business processes and manages from Salem, VA the customer service rep. that will be working with JMU.





**BSN SPORTS**

PO Box 7726, Dallas, TX 75209

James Madison University

RFP# JGM-1124

Due July 19, 2021

**V. B. 3.**

**Cassandra Ayers – Customer Service Representative** – Sandy is the CSR that works with JMU and Chip Abernathy on a daily basis. Sandy is very familiar with the procedures at JMU. Sandy is in her 10<sup>th</sup> year with BSN Sports.

**Winnie Battles – Accounts Receivable Specialist** - Winnie is the dedicated A/R Specialist for JMU. She is available to handle any questions or concerns on the accounting side.

## 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 49 Months \_\_\_\_\_

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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See attached list

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

BSN Sports, LLC, PO Box 7726, Dallas, TX 75209

BSN Sports, LLC, 619 Florida St, Salem, VA 24153

BSN Sports, LLC, 2830 Ackley Ave, Ste. 108, Richmond, VA 23228

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: \_\_\_\_\_

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE
University of Mary Washington	10 years	1301 College Ave Fredericksburg, VA 22401	Patrick Catullo 540-295-9598
College of William and Mary	5 years	100 Gooch Drive Williamsburg, VA 23185	Chelsey Burk 757-221-3373
Old Dominion University	8 years	4251 Powhatan Ave. Norfolk, VA 23529	Nicole Turner 757-683-6918
Virginia Commonwealth University	20 years	1200 W Broad St. Richmond, VA 23284	Kris Kullman 804-828-8639
Virginia Military University	17 years	501 N Main St Lexington, VA 24450	Lenny Brown 540-464-7035
Virginia Tech	14 years	25 Beamer Way Blacksburg, VA 24061	Erik Lewis 540-231-8680
Radford University	17 years	501 Stockton St Radford, VA 24142	Cory Durand 540-831-6423

## ATTACHMENT B

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

Officer Name: BSN Sports, LLC

Preparer Name: Lyn Weiss, Senior Bid Specialist

Date: 7/9/21

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: RFP# JGM-1124 Athletic Fitness Equipment, Strength & Conditioning

Date Form Completed: 7/9/21

Equipment, Apparel & Related Services

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

Offeror / Proposer:  
BSN Sports, LLC

PO Box 7726, Dallas, TX 75209

Lyn Weiss, Senior Bid Specialist

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)
Smooth Athletics	Shannon Boyle 540-885-6760	805276	embroidery, embellishment		
Excel Graphics	Jack Hunt 757-596-4334	696345	screen printing, embellishment		
A Logo For You	Regina Kenerly 757-220-9259	714952	embroidery, embellishment		
Resilite	Raiyn Mest 800-326-9307		Wrestling mats, wall padding		
Park & Sun	Kathy Golden 800-776-7275		Outdoor net systems, sport goals		
Cajun Archery	Heidi Corbridge 435-752-9305		Archery products		
American Soccer Company	Janeanne Perez 800-626-7774		Soccer Products		
Fast-Spec, Inc	817-226-0458		Hardware packs for soccer goals & bleachers		

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

**RETURN OF THIS PAGE IS REQUIRED**



## VASCUPP SALES

SCHOOL	Sales 7/1/20-6/30/21	Sales 7/1/19-6/30/20
George Mason	\$ 16,782.00	\$ 26,971.00
James Madison	\$ 616,091.00	\$ 607,322.00
Longwood University	\$ 24,016.00	\$ 10,460.00
Old Dominion University	\$ 193,390.00	\$ 120,130.00
Radford University	\$ 284,648.00	\$ 253,668.00
University of Mary Washington	\$ 185,213.00	\$ 199,188.00
University of Virginia	\$ 13,306.00	\$ 7,940.00
Virginia Commonwealth University	\$ 151,020.00	\$ 533,846.00
Virginia Military Institute	\$ 244,972.00	\$ 257,855.00
Virginia Tech	\$ 566,383.00	\$ 519,041.00
William & Mary	\$ 432,534.00	\$ 433,333.00
UVA-Wise	\$ 132,525.00	\$ 141,364.00

MANUFACTURER	PRODUCT	DISCOUNT
Alleson Athletic	Apparel & Uniforms	20% off retail
Asics	Apparel & Equipment	35% off retail
Asics	Footwear	30% off retail
Badger Sports	All items	30% off retail
BSN Sports Equipment	All "BSN Product" designated by catalog by asterisk	18% off catalog
BSN Sports Equipment	All Other Products	8% off catalog
BSN Sports Fitness Equipment	In Stock Fitness Equipment	18% off catalog
BSN Victory Uniforms	Custom BSN Uniforms & Apparel	catalog price
BSN Stock Performance Apparel	Stock BSN Apparel	10% off catalog
Bison	All items	5% off catalog
Cascade	All items	25% off catalog
Champion	All items	35% off retail
Cliff Keen – 25% off catalog price	All items	25% off retail
Cramer	All items	25% off catalog
Diamond Sports		No published catalog price.
	All items	
Easton Sports	All items	15% off retail
Fisher Athletic	All items	catalog price
Gill Athletic	All items	catalog price
Holloway/Augusta/Russell Athletic	All items	25% off catalog
Kwik Goal	Goals (Soccer, Football, etc)	13% off retail
Kwik Goal	Non-Goal Products	30% off retail
McDavid	All items	30% off catalog
Mizuno	Gloves and Bats	10% off catalog
Mizuno	All other Baseball, Softball, & Volleyball Products	25% off catalog
Mueller	All items	25% off catalog
New Balance	All Team Products	25% off catalog
Nike	Stock Apparel & Stock Uniforms	35% off retail
Nike	Footwear	30% off retail
Nike	Custom Uniforms & Custom Apparel	25% off retail
Powers	All Items	20% off retail
Puma	Stock Apparel & Accessories	30% off retail
Puma	Custom Uniforms	catalog price
Rawlings	All Items	20% off retail
Richardson Caps	All items	30% off retail
Ripon Athletic	All items	20% off retail
Schutt Sports	Football items only	15% off retail
Scraplife	All items	20% off retail
STX		
	All items	10% off MAP Pricing
Warrior		25% off catalog price
	Apparel & Equipment	

Wilson	All items	10% off catalog
Under Armour	Stock Apparel	35% off retail
Under Armour	Armourfuse, Custom	
Under Armour	Uniforms(ordered in 1st window)	30% off retail
Under Armour	Footwear	30% off retail
US Games		
	In Stock Physical Education Products	22% off catalog
Varsity Cheer (ordered thru Varsity Cheer)	All items	5% off retail
**Non Standard Equipment & Apparel	Non Specified Eqp't, Apparel, Branding, et all	Case by Case basis
Delivery Costs		
	Ground shipments	5% of the total order amount
Delivery Costs	Expedited Shipping	Quoted on a case-by-case basis

Decoration costs could be subject to a small annual increase, depending on cost escalations.



## INDY DECORATION

Indianapolis, IN

indydecoration@bsnsports.com

**BAGOTAG**  
**SHIP-TO-HOME**  
**105893**  
**01.19.21**

### SCREEN PRINT

	Min	12-23	24-47	48-95	96-143	144-287	288-499	500+
<b>1-color</b>	\$ 60.34	\$ 4.74	\$ <b>3.62</b>	\$ 3.02	\$ 2.67	\$ 2.24	\$ 1.72	\$ 1.29
<b>2-color</b>	\$ 82.76	\$ 6.81	\$ <b>5.17</b>	\$ 4.40	\$ 3.71	\$ 3.19	\$ 2.59	\$ 1.81
<b>3-color</b>	\$112.07	\$ 9.14	\$ <b>7.16</b>	\$ 5.69	\$ 5.17	\$ 4.31	\$ 3.45	\$ 2.50
<b>4-color</b>	\$137.93	\$ 11.47	\$ <b>9.31</b>	\$ 7.67	\$ 6.81	\$ 5.69	\$ 4.74	\$ 3.79
<b>5-color</b>	\$155.17	\$ 13.19	\$ <b>11.38</b>	\$ 9.66	\$ 7.93	\$ 6.21	\$ 5.34	\$ 4.74

**NO SCREEN FEES.** Bleed blocker or Underbase applied when needed.

#### ADDITIONAL UPCHARGES

Premium On Field/Court Game Uniforms add	\$ 1.72	
Mesh, Sublimated Fabrics, Neon, Nylon, Spandex, Lycra Fabrics add	\$ 1.72	
Jackets add	\$ 1.72	
Bags add	\$ 1.72	
Specialty Inks (Metallic, Glow in the Dark, Puff etc) add	\$ 1.72	
Color Change per Color	\$ 17.24	
PMS Color Match	\$ 17.24	

### HEAT PRESS \*Refer to MIN Invoice on small orders

<b>DIGITAL FUSION DESIGNS</b> - per Location		
Small Design (up to 16 SQ IN)	\$ 6.47	
Large Design (above 16 SQ IN)	\$ 9.91	

\*Refer to Minimum Invoice amount if below amount.

DIGITAL FUSION #'S - per Location						
Single or Multi-Color 1" - 6"					\$ 5.17	
Single or Multi-Color 8" - 12"					\$ 7.33	
3 Digit Numbers					\$ 10.34	
HP STOCK NUMBERS - per Location	2"	4"	6"	8"	10"	12"
AquaTru Numbers 1-Color Full Block	\$ 4.74	\$ 4.74	\$ 4.74	\$ 4.74	X	X

#### PLAYER NAMES

Player Names	\$ 6.47	
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<b>EMBROIDERY *Refer to MIN Invoice on small orders</b>				
<b>STANDARD</b> (Left Chest/Cap size)	<b>1-5</b>	<b>6-18</b>	<b>19-72</b>	<b>73+</b>
Design up to 6k Stitch	\$ 10.34	\$ 6.47	\$ 5.60	\$ 5.17
Design 6k - 12k Stitch	\$ 11.21	\$ 7.16	\$ 6.38	\$ 5.95
Design 12k - 18k Stitch	\$ 14.22	\$ 10.17	\$ 8.79	\$ 8.19
Designs over 18k Stitch add per 1,000 Stitch	\$ 0.43	\$ 0.43	\$ 0.43	\$ 0.43
<b>Embroidery pricing based on same design same colors. Thread changes need to be on a separate orders.</b>				
<b>ADDITIONAL FEES</b>				
3D Cap Designs add per item			\$ 3.45	
Oversize or Thick Items (Padded Bags, Carhartt Jackets, Leather Jackets etc)			\$ 2.16	
Metallic Thread add per Item			\$ 2.59	
<b>PERSONALIZATION</b>				
Names One Line up to 1" Block or Script			\$ 6.03	
Additional Lines per Line add			\$ 1.72	
Numbers (Up to 2")			\$ 6.03	
<b>DIGITIZING</b>				
New Designs (up to 12k Stitch)			\$ 51.72	
Editing (changes to existing or provided designs)			\$ 17.24	
<b>BSN Best Practice: Provide Vector Art if requesting decorator to provide digitization.</b>				
<b>ART FEES</b>				
Art Fee per hour (15 min increments)			\$ 51.72	
Mock using Factory Product Images			N/C	
Art Revision Fee (Changes after approval received) per occurrence			N/C	
Re-Order Art (Locate when Repeat Number Not Provided)			N/C	
<b>BSN Best Practice: Provide Vector Art Files (TAL PDF, Virtual Proof PDF, .ai, .cdr)</b>				
<b>MY TEAM SHOP</b>				
MTS Bag-n-Tag per ITEM			\$ 1.29	
<b>ADDITIONAL CHARGES</b>				
Rush Service Request			contact	
<b>**Email <a href="mailto:Indydecoration@bsnsports.com">Indydecoration@bsnsports.com</a> for approval on all rush orders. Include approval in your notes when submitting the LWO.</b>				
LWO Processing Fee when not complete			N/C	
Order Cancellation (Handling of art & product received/returned)			N/C	
<b>Minimum Invoice Amount</b>			\$ 17.24	

## BANNERS / WALL CLINGS

SAP MATERIAL NUMBER	DESCRIPTION	COST	
BANNER3X3	LI Custom Banner 3x3	\$ 120.67	
BANNER3X6	LI Custom Banner 3x6	\$ 137.91	
BANNER3X8	LI Custom Banner 3x8	\$ 155.16	
WALLCLING12X12	LI Custom Wall Cling 12x12	\$ 41.36	
WALLCLING24x24	LI Custom Wall Cling 24x24	\$ 68.95	

## UV PRINTING

Stainless Steel Tumbler (One Location)	\$ 8.62	
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\*Must Provide Pre-Approved Ready Art From TAL.

All Shipments will be shipped FEDEX GROUND unless instructed by BSN to ship FEDEX EXPRESS. Must obtain additional BSN Management approval for FEDEX FIRST OVERNIGHT.

**FedEx Ground®**



1 day	2 days	3 days	4 days	5 days	6 days	7+ days
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**Aquatru:** Water based screen printed transfer that can be applied on all garment types with quick turn capabilities. Excellent quality hand, stretch, color, and application. Available in Victory colors: White, Black, Red, Navy, Royal, Athletic Gold, Purple, Dark Green, Kelly Green, Orange, Light Blue, Cardinal, Maroon

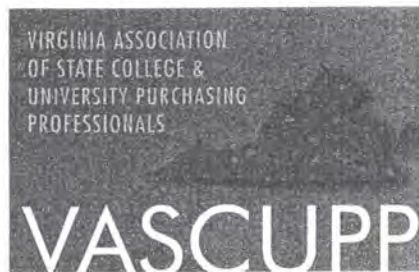


# Request for Proposal

## **RFP# JGM-1124**

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

**June 28, 2021**





# ***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's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The

classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS**

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](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:



	Points
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
	100

**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 procurement 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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-



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

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly



introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand, or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- V. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

## **IX. METHOD OF PAYMENT**

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

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

## **X. PRICING SCHEDULE**

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

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

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT C



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

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

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

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

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

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

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

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

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

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

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

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

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

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

#### Zone 1

James Madison University (Harrisonburg)

#### Zone 2

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

#### Zone 3

University of Virginia (Charlottesville)

#### Zone 4

University of Mary Washington (Fredericksburg)

#### Zone 5

Longwood University (Farmville)

#### Zone 6

Virginia Commonwealth University (Richmond)

#### Zone 7

Virginia Military Institute (Lexington)

#### Zone 8

Radford University (Radford)

#### Zone 9

University of Virginia - Wise (Wise)





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:**

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

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)



July 15, 2021

**ADDENDUM NO.: Three**

**TO ALL OFFERORS:**

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

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 15, 2021

**ADDENDUM NO.: Three**

**TO ALL OFFERORS:**

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

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 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:**

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

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

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

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

Sincerely,

A handwritten signature in blue ink, which appears to read "Garrett Morris", is written over the printed name.

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





July 15, 2021

**ADDENDUM NO.: Three**

**TO ALL OFFERORS:**

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

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:**

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

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,

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

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

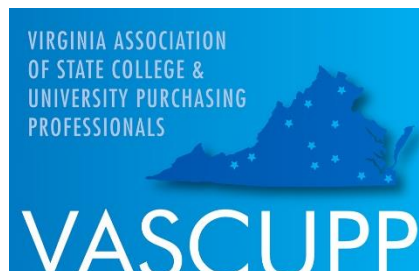


# Request for Proposal

## **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 JMU Sports.com. All other sports are streamed to the extent possible on JMU Sports.com.

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

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

## **JMU UREC**

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

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

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

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



spaces to create dynamic new spaces including an adventure center, wellness center, demonstration kitchen, food service operation, a meditation/mindfulness space and a wet/dry classroom. Jon Alger, JMU's sixth president, spoke at the Grand Re-Opening and 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’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The



classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS**

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-



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

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand, or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- V. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

## **IX. METHOD OF PAYMENT**

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

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

## **X. PRICING SCHEDULE**

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

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

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

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

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

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


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

[ ] YES [ ] NO

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




## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Procurement Name and Number: \_\_\_\_\_

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

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

Offeror / Proposer:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

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

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

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

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

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

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

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

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

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

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

The contract documents shall consist of:

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

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

**CONTRACTOR:**

**PURCHASING AGENCY:**

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

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

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

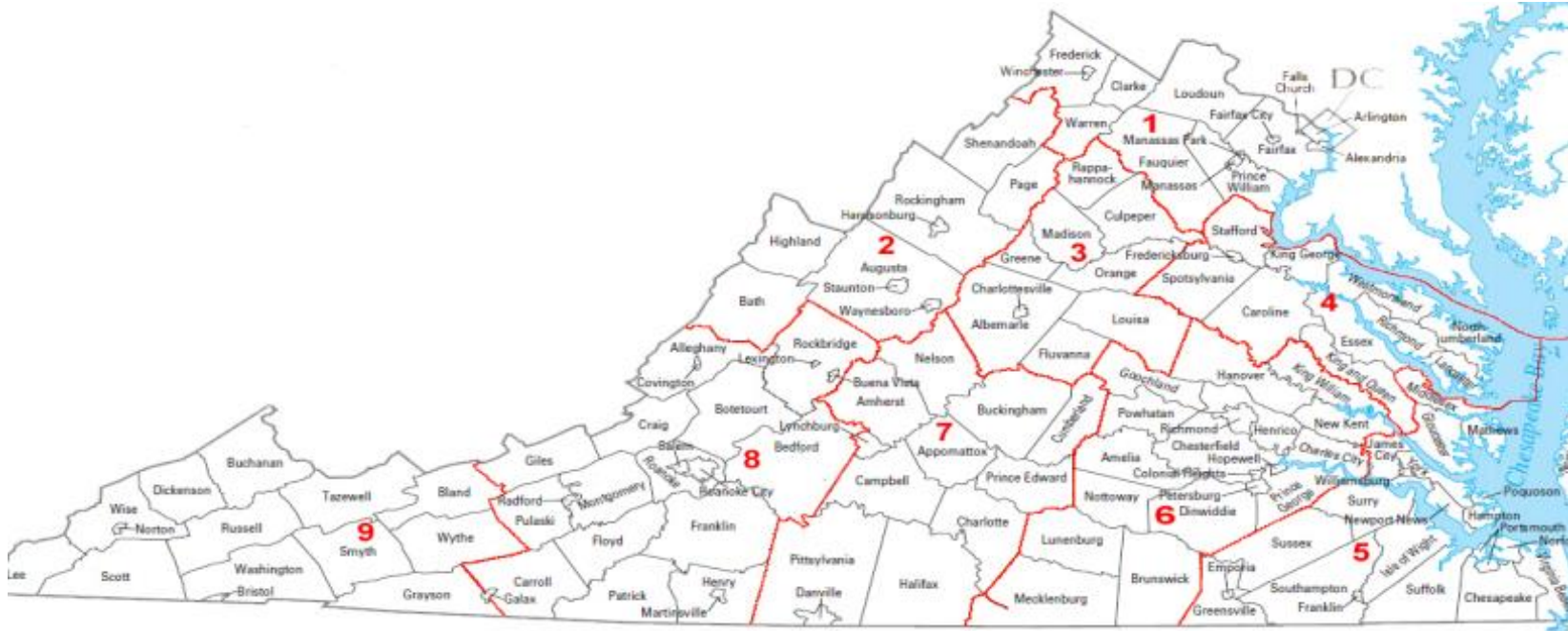
\_\_\_\_\_  
(Printed Name)

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

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

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

<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)