



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6157

This contract entered into this 19th day of October 2021, by Life Fitness, 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 June 28, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated October 6, 2021.
- (4) Publicly Accessible Contract (PAC) Agreement

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

CONTRACTOR:

By: Anthony E. Schreiber
(Signature)

Anthony E. Schreiber
(Printed Name)

Title: Director of Operations

PURCHASING AGENCY:

By: Garrett Morris
(Signature)

Garrett Morris
(Printed Name)

Title: Buyer Senior

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

1. Contractor's pricing schedule is as follows:

Product	Discount off MSRP
Life Fitness Cardiovascular Equipment	35-40%
Life Fitness Strength Training Equipment	35-40%
Cybex Cardio Equipment	30-40%
Cybex Strength Training Equipment	30-40%
Hammer Strength Training Equipment	20-40%
Life Fitness Synergy Functional Systems	20-35%
Life Fitness Accessories	30%
Hammer Strength Accessories	30%
SCI Fit	15-30%
Brunswick Billiards	10-30%

** All orders in excess of \$100,000 shall incur an additional 2% off total discount.*

Repair Costs: \$110 One-time travel charge plus an hourly rate of \$110 billed in fifteen-minute increments. Response time shall be within 24-48hrs.

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

- a. Contractor shall pass on exact freight, installation, fuel charges to the Purchasing Agency as applicable.
- b. The following shall apply to all returns:
 - i. RETURNS: Within (30) days of delivery, Purchasing Agency may contact Contractor to discuss return options, which may include, at Contractor's sole discretion, (A) return of new, unused products and/or parts for credit; or (B) return of non-stocked or used products and/or parts for a repurchase price. Approved credits or repurchase prices will not include freight, fuel or installation charges incurred by Contractor. After review of individual request, at Contractor's discretion, each returned product and/or part may be subject to a restocking fee of (20%) of the purchase price.

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10/6/2021**

- ii. CANCELLED ORDERS: Shipped orders which are refused by Purchasing Agency or orders cancelled after shipment or production begins for built-to-order products and/or parts are subject to a restocking fee of (20%) of the purchase price. Each case will be evaluated individually, and implementation of restocking fee will be at the sole discretion of Contractor.
- c. At the request of the Purchasing Agency, the contractor shall provide training to an unlimited number of staff at no additional cost and regardless of order value.
- 3. All deliveries shall be made to the Purchasing Agency FOB Destination.
- 4. The Purchasing Agency will issue a purchase order for goods and services based upon an approved quote provided by Contractor. The Purchasing Agency will not be required to sign and return proposals/quotes.
- 5. The Contractor has disclosed all potential fees. Additional charges will not be accepted.
- 6. The following hereby replaces Section VII. *N Assignment* listed on pg. 12 of the RFP.

Assignment:

Contractor shall notify the University within 30 days of any sale, merger, consolidation of all equity interest of Life Fitness, or the sale of all or substantial assets of Life Fitness to which this contract relates. It shall be at the University's own discretion to terminate or renegotiate the terms and conditions of this contract in the event of any sale, merger, consolidation of all equity interest of Life Fitness.

- 7. The following hereby replaces Section VIII. *R. Warranty* listed on page 20 of the RFP.

Warranty:

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by contractor's commercial warranties on the equipment and materials which are located at www.lifefitness.com. A copy of this warranty should be furnished with the proposal. Contractor disclaims any other warranty of any kind, either expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.

- 8. The following hereby replaces Section VIII. *Renewal of contract* listed on pg. 17 of the RFP.

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

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10/6/2021**

period. Pricing adjustments applicable to contract renewals will be determined through good faith bargaining. All price increases shall be capped at a 3% maximum increase, unless Contractor can provide sufficient documentation showing supplier and or labor increases to justify an increase beyond the allowable cap. Acknowledge Agreement

9. The following hereby replaces *Section VIII. V. Special Educational or Promotional Discounts* listed on pg. 20 of the RFP.

Special Educational or Promotional Discounts:

The contractor at their own discretion may 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.

10. The following term shall be added to *Section VIII. Special Terms and Conditions – W. Bolt Down:*

W. Bolt Down: Contractor requires that certain pieces of strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Contractor shall obtain University approval prior to securing or bolting down any piece of equipment.

11. The following term shall be added to *Section VIII. Special Terms and Conditions – X Force Majeure*

X. Force Majeure: Delay or failure by either party (except Commonwealth's duty to make invoiced payments to Contractor for issued Purchased Orders) under the Contract Documents shall not constitute a default or liability for damages if such delay or failure results from acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; fire, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control (collectively, "events of force majeure").

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 19th day of October 2021, is by and between the Rector and Visitors of James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Life Fitness, LLC, (“Vendor”).

TERM

The initial term of this agreement is from November 1, 2021 to October 31, 2022 with 4 one-year renewal options, and an expected final expiration date of October 31, 2026. This end date coincides with the Primary Agreement’s (UCPJMU6157) end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6157, dated October 19, 2021 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II. .
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of [Vendor]’s logo on the Consortium website

III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Garrett Morris, Buyer Senior
JMU Procurement Services
752 Ott Street, MSC 5720, 1st Floor
Harrisonburg, VA 22807

If to Vendor:

Law Department
Life Fitness, LLC
10601 Belmont Avenue
Franklin Park, IL 60131
legal@lifefitness.com

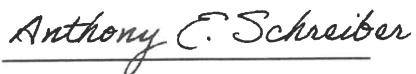
ACCEPTANCE

For James Madison University


Garrett Morris
Buyer Senior

10/19/2021
Date

For Life Fitness LLC


Anthony Schreiber
Director of Operations & Development

10/18/21
Date

Agreement #: UCPJMU6157-PAC

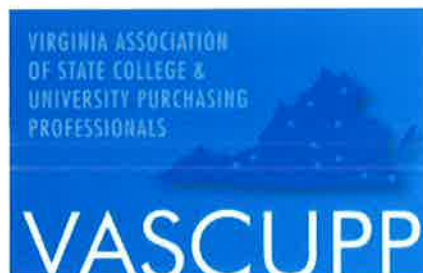


Request for Proposal

RFP# JGM-1124

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

June 28, 2021



REQUEST FOR PROPOSAL

RFP# JGM-1124

Issue Date: 06/28/2021

Title: Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

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

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

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

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

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

Name and Address of Firm:

LIFE FITNESS, LLC

10601 Belmont Avenue

Franklin Park, IL 60131

By:


(Signature in Ink)

Name: Jason Seeley

(Please Print)

Date: 6.28.21

Title: Territory Sales Manager, Vertical

Web Address: www.lifefitness.com

Phone: 804-874-1617

Email: Jason.seeley@lifefitness.com

Fax #: _____

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

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

REQUEST FOR PROPOSAL

RFP # JGM-1124

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide quality fitness equipment, athletic apparel and related services for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

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

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

JMU Athletics

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

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

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

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

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

JMU UREC

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

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

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

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

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

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

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

The department offers over 300 non-credit educational programs a year as well as credit-based courses. UREC is the number one provider of educational programs for the wellness passport program in Cluster Five of the General Education Curriculum. UREC is also one of the largest employers of students on campus. More information about UREC can be found

<https://www.jmu.edu/recreation/about/history-index.shtml>

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

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

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

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

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

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

LIFE FITNESS

<https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/340000004SzK/oPgsuiRoTOiakmBfI2e554EZ1i9mu5r0b3xebuqT.f0>

HAMMER STRENGTH

https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/34000000D9C7/FyCTqjbefl3L1lbwfnDPeHed3kk3n8_x9xOJHkmHjnI

CYBEX

<https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/34000000D9CM/xvfl1tUpJ.TahfVhqRvgpDcLnUkvmlIda7wUKcQ0DgEM>

SCI FIT

https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/340000004SzP/iVYrI2FsZMCOjWMDI_F4EGnw0mqI9_EoxyKirIRHV8c

BRUNSWICK BILLIARDS CATALOG

<https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/34000000fxUM/SeP6HkEIDLxfWKkp8xTT0QI3qXB2m0z69o7IzRpy5nM>

- 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.

LIFE FITNESS IS OPEN TO ANY AND ALL SPONSORSHIP OPPORTUNITIES. LIFE FITNESS IS OPEN AND WILLING TO PROVIDE SCHOOL STAFF WITH FREE PROMOTIONAL ITEMS (T-SHIRTS, TOWELS, WATER BOTTLES, ETC) TO BE CHOSEN BY APPROPRIATE JMU REPRESENTATIVE. LIFE FITNESS WILL PROVIDE MARKETING MATERIALS FOR ANY AND ALL NEW EQUIPMENT INTRODUCED TO THE FACILITY WHEN REQUESTED. ALL ORDERS WILL BE PLACED WITH JASON SEELEY FROM LIFE FITNESS.

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

LIFE FITNESS WORKS WITH A LARGE NUMBER OF BOTH NATIONAL AND LOCAL THIRD-PARTY BROKERS WHO PURCHASE USED EQUIPMENT. ONCE A LIST OF TRADE ITEMS IS PROVIDED BY JMU JASON SEELEY WILL GATHER ALL NECESSARY INFORMATION TO COMPOSE A PACKAGE FOR POTENTIAL BUYERS TO BID ON. THE HIGHEST OFFER WILL THEN BE ADDED TO THE QUOTE AS A DEDUCTION FROM THE COST OF THE PURCHASE OF REPLACEMENT OR UPGRADED EQUIPMENT. JASON SEELEY AND LIFE FITNESS WILL COORDINATE BOTH THE EXTRACTION OF TRADE IN

EQUIPMENT AS WELL AS THE INSTALLATION OF THE REPLACEMENT EQUIPMENT.

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

LIFE FITNESS AGREES TO PARTNER WITH AND SUPPORT JMU IN 2 ANNUAL EVENTS PER THE REQUEST OF JMU REPRESENTATIVE

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

JASON SEELEY | TERRITORY MANAGER | **804.874.1617** | jason.seeley@lifefitness.com

KEVIN HEDLEY | REGIONAL MANAGER | **919.576.6025** | kevin.hedley@lifefitness.com

LATANYA PETERSON | ORDER MANAGER | **847.288.3402** | Latanya.peterson@lifefitness.com

BRIAN CHERWIN | DELIVERY & INSTALL | **847.288.5458** | brian.cherwin@lifefitness.com

KERI CATORO | CUSTOMER FINCANCE | **847.288.3367** | keri.castoro@lifefitness.com

MARK WUERTH | SERVICE MANAGER | **561.644.8419** | mark.wuerth@lifefitness.com

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.

Life Fitness has over 45 years' experience in the fitness industry. We are widely known as the global leader in fitness equipment manufacturing and have some of the most seasoned professionals the market has to offer. We have an entire team consisting of former strength coaches from both the collegiate and professional levels to assist with our partners needs. We have a wealth of resources and countless years of experience to draw from and we know what it takes to build a successful program. With guidance from the respective Directors we will design and create a facility that exceeds the needs of the target demographic.

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.

Jason Seeley will serve as the main contact to all JMU representatives throughout the entire ordering process. He will be in contact from start to finish and responsive to any and all inquiries from University reps. From the planning stages (layout design & product suggestions) to order processing (quoting & proposal review) to delivery and install, Jason Seeley will provide up to date information on timelines and expectations until the order is finalized and equipment is delivered.

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

All equipment provided by Life Fitness comes with a standard manufacturers warranty where both parts and labor are covered by Life Fitness for a specified period of time. The period of time and coverage specifics vary from product to product with details available by request.

If covered under warranty Life Fitness will dispatch a technician within 48 hours of the submittal request.

If warranty has expired, Life Fitness will dispatch a technician within 48 hours of approval by JMU

representative.

Life Fitness has both in-house technicians as well as a large stable of Independent Service Operators to pull from in order to provide quick turnaround to service calls. These ISO's (independent service operators) go through extensive training at our corporate facilities in order to gain certification to work on our equipment. These ISO's along with our in-house technicians allow us to offer the largest service network in the fitness industry and provides our partners with the security of knowing they're well covered.

Life Fitness does offer a wide variety or optional extended warranty and preventative maintenance packages which can be priced out per request.

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

Life Fitness has several different teams of trainers and offers a variety of wide training options through Life Fitness Academy. These teams of master trainers oversee and specialize in specific product lines. These trainers will be made available to JMU as needed and per the request of the JMU representative.

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

Life Fitness offers a white glove service when it pertains to delivery and installation. Once the equipment is received at our local distribution site here in Sterling VA our delivery coordinator connects with the JMU representative to schedule the delivery at JMU's convenience. The sales rep along with our team of installers will work with the University representative to find the most efficient and effective way to delivery the incoming equipment to minimize normal daily operations. Life Fitness will assemble and test all equipment and will walk the JMU representative through all of the equipment and paperwork upon the completion of the installation. Lastly, Life Fitness is responsible for cleaning the installation area and disposing of any and all packaging materials associated with the delivery.

- 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*.

Life Fitness will ship samples per request and depending on availability can traditionally ship within 2 days.

- 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*.

All orders will be FOB destination per JMU's request. The overwhelming majority of the equipment we provide are made to order products and each particular line is accompanied with a lead time. We will provide those lead times to the appropriate JMU contact to set realistic expectations. Delivery costs are included in the FFI (freight & installation) line found in each provided quote.

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

Traditional lead times are as follows....

CARDIO: 4-5 WEEKS

STRENGTH (MTO): 6-8 WEEKS

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

The majority of our equipment is “made to order” because of the customizable/configurable features. We will provide clear communication of current lead times based on products chosen to ensure we meet required deadlines.

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

We do accept returned product but there is a 20% restocking fee if not notified prior to products shipping.

P. Describe available warranties.

All equipment comes with a standard manufacturers warranty. The coverage details and timelines are specific to each product line and are available at request.

Life Fitness does offer a wide variety of extended warranty packages which are also available by request for an additional cost.

Q. Describe quality control process.

Life Fitness has implemented a Quality Management System in accordance with ISO 9000:2000 and is certified by the International Organization of Standardization. We were the first major fitness manufacturer to be awarded the prestigious ISO certification.

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.

All repairs can be expected to be completed with 48-72 hours of being reported. All necessary parts are shipped 2nd day air. The majority of equipment is pre-built and tested prior to onsite install.

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*.

N/A

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

N/A

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

N/A

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

Life Fitness provides training upon initial delivery of new equipment as well as continual training opportunities at JMU’s request.

Life Fitness will continue to provide consultative services to keep JMU updated on the latest news with Life Fitness as well as the fitness industry in general.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) copies** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option

of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	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

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

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000
3. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability:** \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

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

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

T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific

contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **PRICING CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in

connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its

authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time

of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

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

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

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

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It

is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature

that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand, or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact 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

TO BE COMPLETED BY OFFEROR

- Years 40+ Months

- | CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE # |
|---------------------------|-------------------|--------------------------|------------------------|
| City of Virginia Beach | 10 years | 2154 Landstown Rd, | Cathy Staples |
| | | Virginia Beach VA 23456 | 757.567.7786 |
| College of William & Mary | 9 years | 400 Brooks St | James Holmes |
| | | Williamsburg VA 23185 | 757.221.7665 |
| Liberty University | 10 years | 1971 University Blvd | Sean Sealy |
| | | Lynchburg VA 24515 | 443.592.2902 |
| Longwood University | 10 years | 201 High St | Mathew McGregor |
| | | Farmville VA 23909 | 434.395.2356 |
| University of Virginia | 8 years | 450 Whitehead Rd | Chris Maslaney |
| | | Charlottesville VA 22903 | 434.825.7283 |

- Latanya Peterson | Order Manager | 874.288.3402 | 9525 Bryn Mawr Ave, Rosemont IL 60018

- IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: LIFE FITNESS, LLC **Preparer Name:** JASON SEELEY

Date: 6.28.21

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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.**

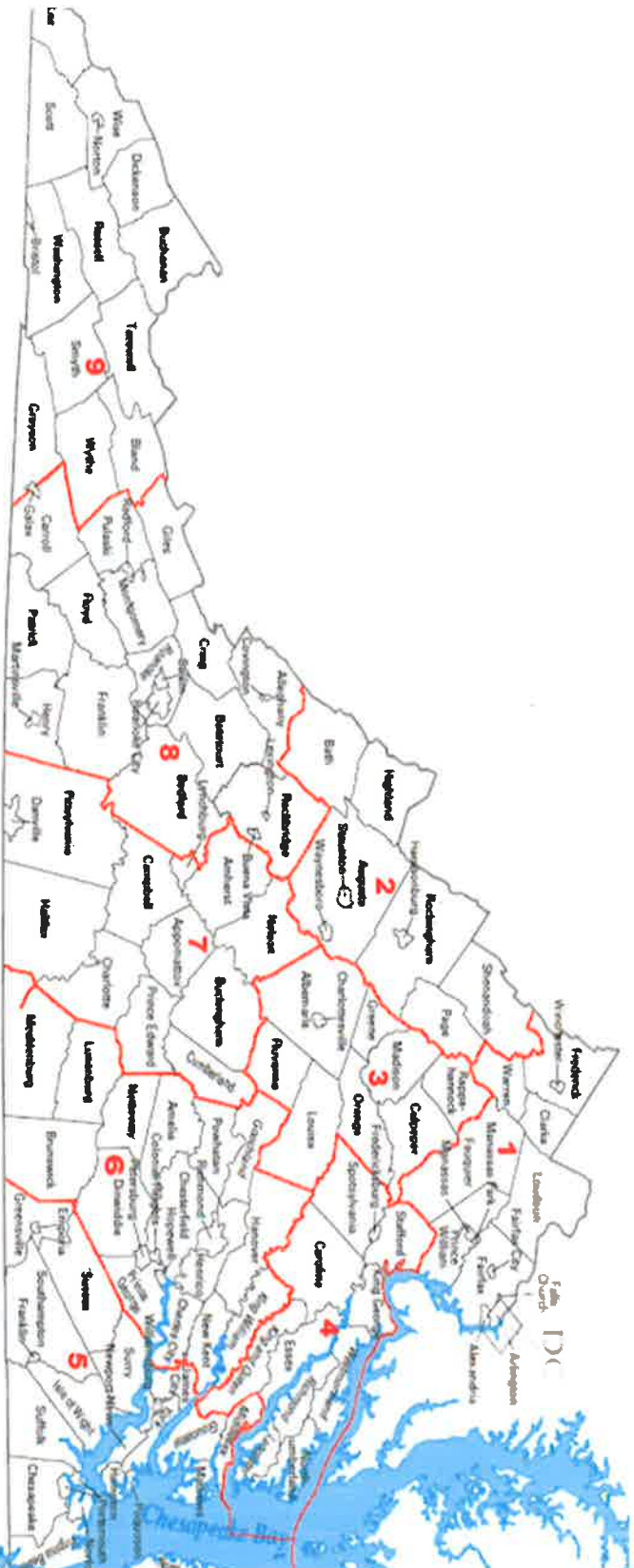
Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities 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 D Zone Map



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

List of member institutions by zones

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

Clarifications to Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services RFP# JGM-1124
Commonwealth of Virginia, James Madison University, Procurement Services MSC 5720, 752 Ott Street, Wine Price Building, First Floor, Suite 1023, Harrisonburg, VA 22807 (“Bid Documents”)

Life Fitness makes the following request for clarifications to the Bid Documents. Notwithstanding any terms contained in the Bid Documents to the contrary, in the event of conflict between terms contained in the Bid Documents and terms contained in these clarifications or Life Fitness’ proposal, the terms in these clarifications and Life Fitness’ proposal shall supersede and prevail.

1. Insurance (RFP Sec. VII(Q)): Change “named as an additional insured” to “included as an additional insured”. Life Fitness will provide a certificate of insurance, which shall be deemed to satisfy the endorsement requirements in the Bid Documents.
2. Warranty (RFP Sec. VIII(R)): Delete and replace with: Life Fitness’ warranties on the equipment and materials are located at www.lifefitness.com. LIFE FITNESS DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Force Majeure: Life Fitness requires a mutually agreeable force majeure clause.
4. Price Adjustment (RFP, Sec. VIII(F)): Life Fitness may automatically adjust the Price List(s) (i) annually effective on each new order after the adjusted Price List(s) effective date and (ii) periodically, with five (5) days prior written notice, during the Term of the Agreement if subsections (a) through (d) herein cause a significant increase (i.e. greater than 5%) in Life Fitness’ input costs and effective on any orders placed after the notification. The price adjustment shall be based on: (a) changes to the cost of raw materials and/or labor costs related to personnel responsible for manufacturing and/assembling the Products, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within Life Fitness’s control that impact the cost of manufacturing or selling the Products. The variation in the cost of the Products shall be consistent with applicable market indexes, where available, third party sources or other evidence. Life Fitness reserves the right to add periodic surcharges to orders, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Life Fitness.
5. Bolt Down: Life Fitness **REQUIRES** that certain pieces of strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment.
6. Special Educational or Promotional Discounts (RFP, Sec. VIII(V)): At the beginning of the sentence, add “At Contractor’s sole discretion”.
7. Assignment (RFP, pg. 16, N.): Life Fitness may assign this agreement without consent in connection with a merger, consolidation, sale of all of the equity interests of Life Fitness, or a sale of all or substantially all of the assets of Life Fitness to which this Agreement relates.



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

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 14, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

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

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

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

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

Sincerely,



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

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



July 15, 2021

ADDENDUM NO.: Three

TO ALL OFFERORS:

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

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

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

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

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

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

Answer: No.

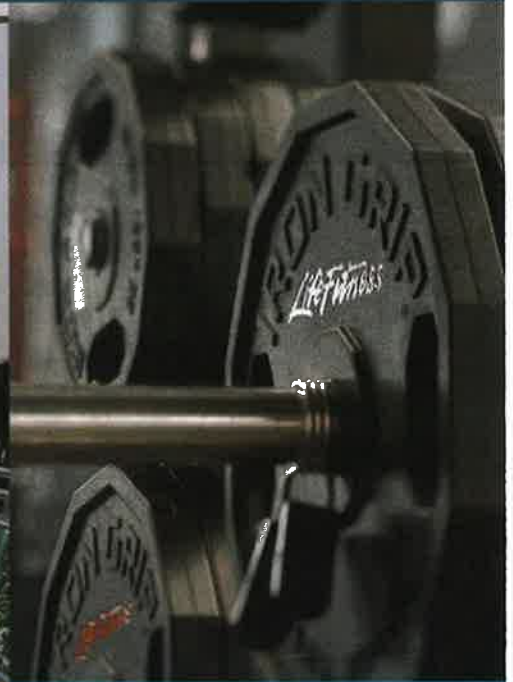
3. Question: Will the Commonwealth of Virginia agree the addition of a mutually agreeable force majeure clause? Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

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

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

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

WHAT WE **LIVE** FOR



INNOVATION
THOUGHTFUL DESIGN
RESEARCH &
THOROUGH TESTING

A Comprehensive Solution
for Fitness



LifeFitness

**HAMMER
STRENGTH**



LIFE FITNESS

FAMILY OF BRANDS

JMU RFP#JGM-1124

STATEMENT OF NEEDS

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

LIFE FITNESS

<https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/340000004SzK/oPgSuiRoTOiakmBfI2e554EZ1i9mu5r0b3xebuqT.f0>

HAMMER STRENGTH

https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/34000000D9C7/FyCTqjbcfl3LI1bwfnDPeHed3kk3n8_x9xOJHkmHjnl

CYBEX

<https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/34000000D9CM/xvf1tUpJ.TahfVhqRvgpDcLnUkvmllda7wUKcQ0DgEM>

SCI FIT

https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/340000004SzP/iVYrI2FsZMCOjWMDI_F4EGnw0mqI9_EoxyKir1RHV8c

BRUNSWICK BILLIARDS CATALOG

<https://lifefitness.my.salesforce.com/sfc/p/3000000077wK/a/34000000fxUM/SeP6HkEIDLxfWKkp8xTT0QI3qXB2m0z69o7IzRpy5nM>

- 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.

LIFE FITNESS IS OPEN TO ANY AND ALL SPONSORSHIP OPPORTUNITIES. LIFE FITNESS IS OPEN AND WILLING TO PROVIDE SCHOOL STAFF WITH FREE PROMOTIONAL ITEMS (T-SHIRTS, TOWELS, WATER BOTTLES, ETC) TO BE CHOSEN BY APPROPRIATE JMU REPRESENTATIVE. LIFE FITNESS WILL PROVIDE MARKETING MATERIALS FOR ANY AND ALL NEW EQUIPMENT INTRODUCED TO THE FACILITY WHEN REQUESTED. ALL ORDERS WILL BE PLACED WITH JASON SEELEY FROM LIFE FITNESS.

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

LIFE FITNESS WORKS WITH A LARGE NUMBER OF BOTH NATIONAL AND LOCAL THIRD-PARTY BROKERS WHO PURCHASE USED EQUIPMENT. ONCE A LIST OF TRADE ITEMS IS PROVIDED BY JMU JASON SEELEY WILL GATHER ALL NECESSARY INFORMATION TO COMPOSE A PACKAGE FOR POTENTIAL BUYERS TO BID ON. THE HIGHEST OFFER WILL THEN BE ADDED TO THE QUOTE AS A DEDUCTION FROM THE COST OF THE PURCHASE OF REPLACEMENT OR UPGRADED EQUIPMENT. JASON SEELEY AND LIFE FITNESS WILL COORDINATE BOTH THE EXTRACTION OF TRADE IN EQUIPMENT AS WELL AS THE INSTALATION OF THE REPLACEMENT EQUIPMENT.

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

LIFE FITNESS AGREES TO PARTNER WITH AND SUPPORT JMU IN 2 ANNUAL EVENTS PER THE REQUEST OF JMU REPRESENTATIVE

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

JASON SEELEY | TERRITORY MANAGER | **804.874.1617** | jason.seeley@lifefitness.com

KEVIN HEDLEY | REGIONAL MANAGER | **919.576.6025** | kevin.hedley@lifefitness.com

LATANYA PETERSON | ORDER MANAGER | **847.288.3402** | Latanya.peterson@lifefitness.com

BRIAN CHERWIN | DELIVERY & INSTALL | **847.288.5458** | brian.cherwin@lifefitness.com

KERI CASTORO | CUSTOMER FINCANCE | **847.288.3367** | keri.castoro@lifefitness.com

MARK WUERTH | SERVICE MANAGER | **561.644.8419** | mark.wuerth@lifefitness.com

- 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.

Life Fitness has over 45 years' experience in the fitness industry. We are widely known as the global leader in fitness equipment manufacturing and have some of the most seasoned professionals the market has to offer. We have an entire team consisting of former strength coaches from both the collegiate and

professional levels to assist with our partner's needs. We have a wealth of resources and countless years of experience to draw from and we know what it takes to build a successful program. With guidance from the respective Directors we will design and create a facility that exceeds the needs of the target demographic.

- 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.**

Jason Seeley will serve as the main contact to all JMU representatives throughout the entire ordering process. He will be in contact from start to finish and responsive to any and all inquiries from University reps. From the planning stages (layout design & product suggestions) to order processing (quoting & proposal review) to delivery and install, Jason Seeley will provide up to date information on timelines and expectations until the order is finalized and equipment is delivered.

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

All equipment provided by Life Fitness comes with a standard manufacturer's warranty where both parts and labor are covered by Life Fitness for a specified period of time. The period of time and coverage specifics vary from product to product with details available by request.

If covered under warranty Life Fitness will dispatch a technician within 48 hours of the submittal request.

If warranty has expired, Life Fitness will dispatch a technician within 48 hours of approval by JMU representative.

Life Fitness has both in-house technicians as well as a large stable of Independent Service Operators to pull from in order to provide quick turnaround to service calls. These ISO's (independent service operators) go through extensive training at our corporate facilities in order to gain certification to work on our equipment. These ISO's along with our in-house technicians allow us to offer the largest service network in the fitness industry and provides our partners with the security of knowing they're well covered.

Life Fitness does offer a wide variety of optional extended warranty and preventative maintenance packages which can be priced out per request.

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

Life Fitness has several different teams of trainers and offers a variety of wide training options through Life Fitness Academy. These teams of master trainers oversee and specialize in specific product lines. These trainers will be made available to JMU as needed and per the request of the JMU representative.

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

Life Fitness offers a white glove service when it pertains to delivery and installation. Once the equipment is received at our local distribution site here in Sterling VA our delivery coordinator connects with the JMU

representative to schedule the delivery at JMU's convenience. The sales rep along with our team of installers will work with the University representative to find the most efficient and effective way to deliver the incoming equipment to minimize normal daily operations. Life Fitness will assemble and test all equipment and will walk the JMU representative through all of the equipment and paperwork upon the completion of the installation. Lastly, Life Fitness is responsible for cleaning the installation area and disposing of any and all packaging materials associated with the delivery.

- 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*.

Life Fitness will ship samples per request and depending on availability can traditionally ship within 2 days.

- 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*.

All orders will be FOB destination per JMU's request. The overwhelming majority of the equipment we provide are made to order products and each particular line is accompanied with a lead time. We will provide those lead times to the appropriate JMU contact to set realistic expectations. Delivery costs are included in the FFI (freight & installation) line found in each provided quote.

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

Traditional lead times are as follows....

CARDIO: 4-5 WEEKS

STRENGTH (MTO): 6-8 WEEKS

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

The majority of our equipment is "made to order" because of the customizable/configurable features. We will provide clear communication of current lead times based on products chosen to ensure we meet required deadlines.

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

We do accept returned product but there is a 20% restocking fee if not notified prior to products shipping.

- P. Describe available warranties.

All equipment comes with a standard manufacturer's warranty. The coverage details and timelines are specific to each product line and are available at request.

Life Fitness does offer a wide variety of extended warranty packages which are also available by request.

- Q. Describe quality control process.

Life Fitness has implemented a Quality Management System in accordance with ISO 9000:2000 and is certified by the International Organization of Standardization. We were the first major fitness manufacturer to be awarded the prestigious ISO certification.

- 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.

All repairs can be expected to be completed with 48-72 hours of being reported. All necessary parts are shipped 2nd day air. The majority of equipment is pre-built and tested prior to onsite install.

- 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*.

N/A

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

N/A

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

N/A

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

Life Fitness provides training upon initial delivery of new equipment as well as continual training opportunities at JMU's request.

Life Fitness will continue to provide consultative services to keep JMU updated on the latest news with Life Fitness as well as the fitness industry in general.

TO BE COMPLETED BY OFFEROR

- Years 40+ Months

- | CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE # |
|---------------------------|-------------------|---|---------------------------------|
| City of Virginia Beach | 10 years | 2154 Landstown Rd,
Virginia Beach VA 23456 | Cathy Staples
757.567.7786 |
| College of William & Mary | 9 years | 400 Brooks St
Williamsburg VA 23185 | James Holmes
757.221.7665 |
| Liberty University | 10 years | 1971 University Blvd
Lynchburg VA 24515 | Sean Sealy
443.592.2902 |
| Longwood University | 10 years | 201 High St
Farmville VA 23909 | Mathew McGregor
434.395.2356 |
| University of Virginia | 8 years | 450 Whitehead Rd
Charlottesville VA 22903 | Chris Maslaney
434.825.7283 |

- Jason Seeley | VA Sales Rep | 804.874.1617 | 2421 Cedar Crest Rd, N Chesterfield VA 23235

Kevin Hedley | SE Regional Manager | 919.576.6025 | 9525 Bryn Mawr Ave, Rosemont IL 60018

Chris Dantzler | Athletics Segment Manager | 704.773.6374 | 9525 Bryn Mawr Ave, Rosemont IL 60018

Latanya Peterson | Order Manager | 874.288.3402 | 9525 Bryn Mawr Ave, Rosemont IL 60018

- ☐ YES ☒ NO

IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: LIFE FITNESS, LLC Preparer Name: JASON SEELEY

Date: 6.28.21

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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: 7.1.21

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

Offeror / Proposer: Life Fitness, LLC 10601 Belmont Ave, Franklin Park IL 60131 Jason Seeley | 804.874.1617
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)
LIFE FITNESS DOES NOT USE SUBCONTRACTORS					

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



Life Fitness – Written Narrative Statement

Global Experience

Life Fitness is the global leader in designing and manufacturing a full line of reliable, high-quality fitness equipment for commercial and consumer use. We are the only fitness equipment manufacturer that has been providing premium equipment for more than 35 years, with a proven track record and history of excellence.

Life Fitness is an international organization with 9 international subsidiaries, 186 dealers and distributors operating in 120 countries, and more than 1500 employees worldwide. Plant facilities are located in Franklin Park, IL (World Headquarters and Cardio Production), Ramsey, MN (Commercial Strength Production), and Falmouth, KY (Hammer Strength Production).

Life Fitness is the largest commercial fitness exercise equipment provider in the world. The Lifecycle exercise bike is currently the No. 1 bike in commercial facilities and has set the standard for efficient, easy-to-use workout programs since its introduction in 1968. Likewise, Life Fitness treadmills, introduced in 1991, are the No. 1 commercial treadmills. The company also is a leading manufacturer of cross-trainers, stair climbers and strength training equipment.

Whatever it takes to help our customers. As the top-selling and most trusted fitness equipment manufacturer in the world, Life Fitness supports your success in ways no other company can. Our global sales and distribution teams are known world-over for going beyond just bringing you great fitness equipment, by developing a true partnership to help you achieve your business goals.

Mission

We're called Life Fitness for a reason, because helping people live healthier lives is more than just our business, it's our passion. Commitment, it's what sets us apart. And it doesn't end with the equipment, that's just the beginning. Life Fitness. It's more than just our name, it's What We Live For.

Commitment

Life Fitness began over 45 years ago with an idea, and a vision - Create a different kind of fitness equipment. Something that will engage and inspire exercisers to do more, to push themselves further.

Out of this vision was born the world's first electronic piece of fitness equipment, the Lifecycle Exercise Bike. Our long-standing commitment to thoughtful product development and



partnership has resulted in the global leader in the commercial fitness industry with over 400 different products delivered to thousands of commercial and home fitness customers worldwide.

Throughout our history, Life Fitness' dedication to constantly develop better, more effective fitness equipment is rivaled only by our desire to be a partner to help our customers who choose to become fit, or to provide a healthy lifestyle to others.

Development and Innovation

Investment in great products means more than just innovation for innovation's sake. It means thoughtful creation of products and product features so our customers have the right choice of equipment that is right for them, not the newest fad that will be hyped today and gone tomorrow.

Our commitment to product leadership is displayed each and every day, by dedicating more people and resources to make sure our products feel great and perform safely. That they have the best industrial design on the market, with unsurpassed reliability and durability built in.

Key Personnel Qualifications

Jason Seeley will serve as your project manager for Life Fitness. Jason's role as the Life Fitness team leader is to serve as the primary contact for all matters related to products and services provided by Life Fitness. Jason is supported by a number of additional Life Fitness employees who will assist with the right resources to ensure that all JMU's needs are met in timely fashion.

Jason has been involved in the fitness industry for over 20 years in one facet or another. He started his fitness journey with Elite Fitness (local dealer to Richmond VA) where he served as Operations Manager leading a team of installers and service technicians. Jason briefly stepped away from the fitness industry and served as an outside sales rep for a National food distributor in order to build B2B sales experience. In 2011 Jason returned to the fitness industry as planned joining the Life Fitness team as an outside sales rep covering the Vertical market spanning the state of VA. Over the last 10 years Jason has used his vast industry experience to build, strengthen and maintain strong relationships with his partners. Having worked directly with every large College/University in VA, Jason has a comprehensive and hands on knowledge of working with this particular market with regards to sales, training, marketing, service, distribution, and logistics support.



Life Fitness Team

Jason Seeley, Senior Territory Manager – VA direct commercial sales Vertical Market. JMU direct contact.

Jeremy Wilson, National Manager of Sales Education/Athletic Market.

Chris Dantzler, Regional Segment Manager of Sales Education/Athletic Market

Kevin Hedley, Regional Sales Manager, Southeast/Mid-Atlantic

Brian Cherwin, Senior Operations Coordinator, Delivery and Installations

Latanya Peterson, Sales Support Associate – Order Management

Keri Castoro, Senior Manager – Accounts Receivable

Diane Cummings, Life Fitness Direct Manager of Digital Customer Success.

Tom Zentefis, Life Fitness Vice President National/International Service.



LIFE FITNESS

FAMILY OF BRANDS

JMU RFP#JGM-1124

PRODUCT LINES AND PROPOSED DISCOUNT PERCENTAGES

PRODUCT	DISCOUNT OFF MSRP
LIFE FITNESS CARDIOVASCULAR EQUIPMENT	35-40%
LIFE FITNESS STRENGTH TRAINING EQUIPMENT	35-30%
CYBEX CARDIO EQUIPMENT	30-40%
CYBEX STRENGTH TRAINING EQUIPMENT	30-40%
HAMMER STRENGTH TRAINING EQUIPMENT	20-40%
LIFE FITNESS SYNRGY FUNCTIONAL SYSTEMS	20-35%
LIFE FITNESS ACCESSORIES	30%
HAMMER STRENGTH ACCESSORIES	30%
SCIFIT	15-30%
BRUNSWICK BILLIARDS	10-30%



LIFE FITNESS

FAMILY OF BRANDS

JMU RFP#JGM-1124

LAST 12 MONTHS SALES NUMBERS FOR VASCUPP MEMBERS

MEMBER SHOOOL	\$ SALES – LAST 12 MONTHS
JAMES MADISON UNIVERSITY	\$156,000
UNIVERSITY OF VIRGINIA	\$48,000
VIRGINIA TECH	\$35,000
COLLEGE OF WILLIAM AND MARY	\$61,000
RADFORD UNIVERSITY	\$55,000
VIRGINIA MILITARY INSTITUTE	\$17,000
OLD DOMINION UNIVERSITY	\$77,000
LONGWOOD UNIVERSITY	0 within last 12 months
VIRGINIA COMMONWEALTH UNIVERSITY	0 within last 12 months
GEORGE MASON UNIVERSITY	\$5,000
UNIVERSITY OF MARY WASHINGTON	0 within last 12 months
UVA WISE	0 within last 12 months



July 12, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

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

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

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

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

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

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

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

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

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

Sincerely,

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

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



July 14, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

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

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

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

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

Sincerely,

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

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



July 15, 2021

ADDENDUM NO.: Three

TO ALL OFFERORS:

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

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

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

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

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

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

Answer: No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Answer: No.

Sincerely,



Garrett Morris

Buyer Senior

Phone: (540-568-4501)



July 21, 2021

ADDENDUM NO.: Four

TO ALL OFFERORS:

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

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

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

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

Sincerely,

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

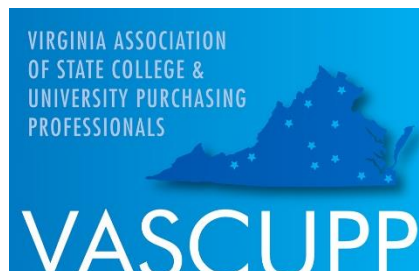


Request for Proposal

RFP# JGM-1124

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

June 28, 2021



REQUEST FOR PROPOSAL

RFP# JGM-1124

Issue Date: 06/28/2021

Title: Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

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

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

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

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

REQUEST FOR PROPOSAL

RFP # JGM-1124

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide quality fitness equipment, athletic apparel and related services for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

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

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

JMU Athletics

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

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

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

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

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

JMU UREC

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

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

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

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

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

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

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

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

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

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

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

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

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

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

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

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color,

gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the

subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

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

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

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

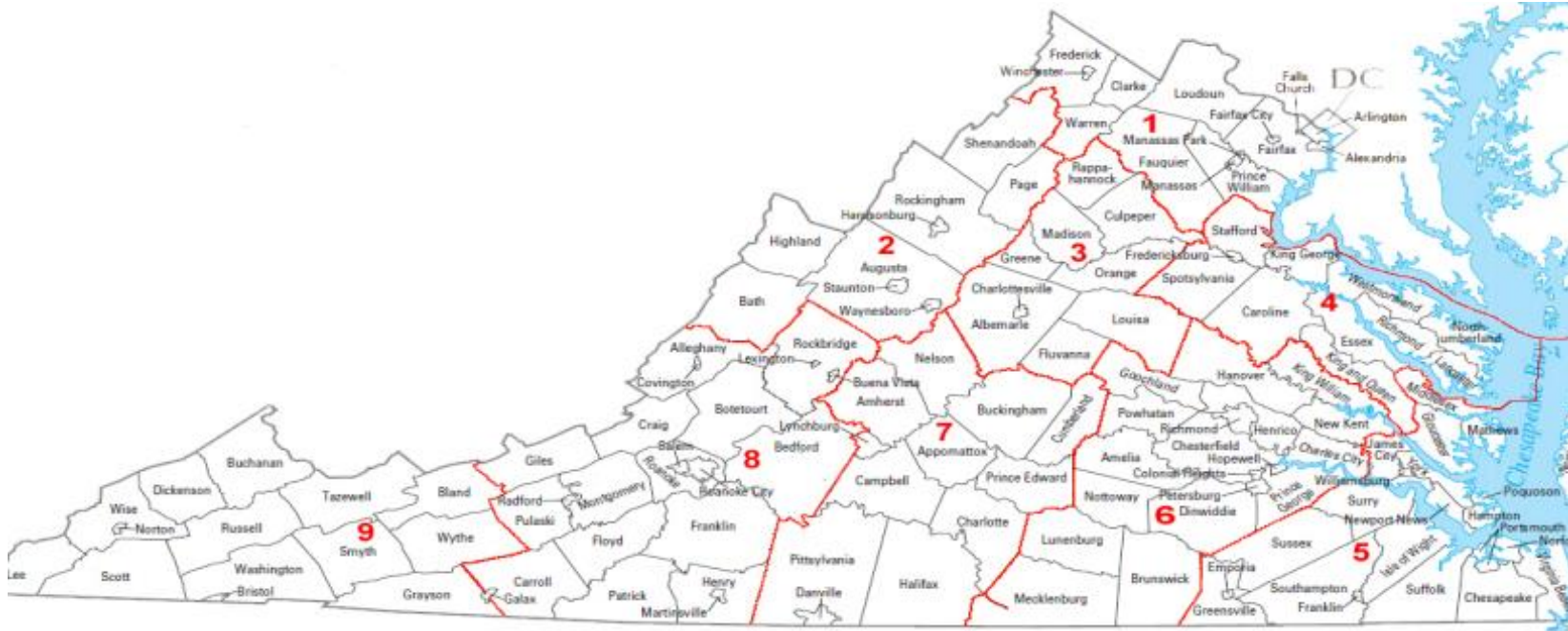
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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