



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6821

This contract entered into this 12th day of January 2024, by Eddie Edwards Signs Inc, 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 February 13, 2024 through February 12, 2025 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP DKM-1190 dated October 3, 2023
 - (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;
- (3) The Contractor's Proposal dated November 1, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated December 14, 2023

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

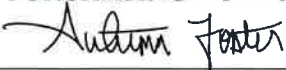
CONTRACTOR:

By: 
(Signature)

MARSHALL RUNION
(Printed Name)

Title: OPERATIONS MANAGER /
Treasurer

PURCHASING AGENCY:

By: 
(Signature)

Autumn Foster
(Printed Name)

Title: Buyer Senior

12/14/2023

1. Contractor agrees for any purchase excluding from Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by your firm. No additional agreements, orders forms, or signatures shall be required.
2. Contractor shall agree to waive all credit card fees for all purchases related to this contract.
3. Contractor Pricing for Equipment, Materials and Supplies are as follows:

Product Description	% Discount Off and Pricing
Signage Cost	30% Discount off List
Material Cost (ie.) metal, vinyl, plastic, protectant, etc.)	30% Discount Off List
Graphics Designer Services	\$76.48/hr.
Delivery Charges	No Charge
Installation (technician)	\$76.48/hr.
Installation (technician/pickup truck)	\$76.48/hr.
Installation (technician/bucket truck)	\$133.52/hr.
Installation (technician/crane man lift, scaffolding)	\$138.37/hr.
Maintenance (i.e. cleaning of signage/banners)	\$76.48/hr.
Travel Charges (time/mileage to and from JMU Jobsite)	No Charge
Subcontractor Charges	Varies on Scope
Consultation Onsite	No Charge
Scissor Lift (manlift)	\$24.4/hr.
Master Electrician	\$94.68/hr.
Bobcat with Backhoe Service	\$83.75/hr.
Manufacturing	\$76.48/hr.

4. Contractor shall agree that all fees have been disclosed. No additional fees will be accepted.
5. Contractor shall agree to remove the following terms from any quote or invoice presented to the University.
 - a. *"A PROGRESS PAYMENT IN THE AMOUNT OF 50% OF THE TOTAL QUOTED PRICES IS DUE WITH THE SIGNED ACCEPTANCE OF WRITTEN PROPOSAL AND/OR QUOTE. Production will not commence until progress payments are received and all necessary permits are obtained. Customers account status with Contractor must be current before production*

of new orders will commence. Shipments and installation will be withheld if customers account with Contractor is in past due condition having invoices greater than 60 days old. A credit application will be required on all new customers and existing customers with no activity within the past 12 months from date of last sale. Personal guaranties may be required at the discretion of Contractor. Contractor reserves the right to deny, terminate or cancel new or existing credit agreements at its own discretion pending resolution of customer account status or disputes. PAYMENTS ARE DUE TEN (10) DAYS FOLLOWING THE DATE OF INVOICE. The entire contract amount shall be paid within ten (10) days after completion. All late payments will be subject to a finance charge of one and one half percent (1.5%) per month (18% APR). Contractor reserves the right to assess all attorney, legal and collection fees incurred in the collection of past due accounts."

6. Any changes in the pricing and products offered described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.
7. Parties agree that this Negotiation Summary modifies RFP # DKM-1190 and the Contractor's initial response to RFP # DKM-1190, and in the event of conflict this negotiation summary shall take precedence.
8. Contractor agrees that all exceptions taken within their initial response to RFP # DKM-1190 that are not specifically addressed within this negotiation summary are null and void.

REQUEST FOR PROPOSAL
RFP# DKM-1190

Issue Date: October 3, 2023
Title: Signage/Banners
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 November 2, 2023 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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:

Eddie Edwards Signs, Inc.

6471 South Valley Pike

Mount Crawford, VA 22841

Date: 11/1/2023

Web Address: eesigns.biz

Email: emeadows@esigns.biz

By:


(Signature in Ink)

Name:

MARSHALL RUNION
(Please Print)

Title:

OPERATIONS MANAGER / TREASURER

Phone:

540-434-8595

Fax #:

540-434-8561

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

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 71 Months 0

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 #
Bridgewater College	1991	402 E. College Street Bridgewater, VA	Amanda Jenkins (540) 828-5317
Sentara RMH	1991	2010 Health Campus Drive Harrisonburg, VA	Melissa Lilly (540) 689-6552
DPM Partners / Hotel Madison	2005	9108 Gaither Road Gaithersburg, MD 20877	Paul Gladd (301) 527-0990
Centra Health	2015	Altherholt Road Lynchburg, VA 24501	Wenbren Coleman (434) 200-3218
Augusta Health	2019	78 Medical Center Dr, Fishersville, VA 22939	Alisha Nix (540) 932-4853

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

Erin Meadows: 6471 South Valley Pike Mt Crawford, VA 22841

Cody Harman: 6471 South Valley Pike Mt Crawford, VA 22841

Bob Runion: 6471 South Valley Pike Mt Crawford, VA 22841

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: James Madison University Preparer Name: Eddie Edwards Signs, Inc.

Date: 11/02/2023

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

If yes, certification number: 9065 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



PROCUREMENT SERVICES OFFICE
ATTN: Dylan Morris

Signage: Fabrication & Installation of Interior and Exterior Signs
RFP DKM-1190 Signage/Banners

SWAM Certification #9065
VA Class A Contractors License #2705013818

James Madison University
Request for Proposal
Signage: Fabrication & Installation of Interior and Exterior Signs
RFP DKM-1190 Signage/Banners

Eddie Edwards Signs, Inc.
6471 South Valley Pike
Mount Crawford, VA 22841

November 2, 2023

Eddie Edwards Signs, Inc. has been servicing, manufacturing and installing professional grade signage in the Harrisonburg and Shenandoah Valley region since 1952. Our company has the experience and capabilities to complete a variety of signage projects, from simple community-based projects to working with major companies, designing and producing complex signage packages. We have many long-term customers for whom we perform services ranging from vehicle imaging, service and maintenance of existing signage, to fabrication and installation of entire signage packages for multiple locations. We have a long-standing management team, who is focused on providing detail-oriented results. Eddie Edwards Signs, Inc. has developed relationships with long term suppliers and sub-contractors that allow us to provide high quality materials and services quickly, efficiently and correctly.

Eddie Edwards Signs Inc. general organization is made up of an executive management team, an operations team, a sales team, a production & installation team. Our executive management team consists of Chris Runion, JMU Alumni '84, CEO who has 32 years of experience in the industry, Bob Runion, President, who has 27 years of experience in the industry, and Marshall Runion, Operations Manager, who has 19 years of experience in the industry. Marshall, current Operations Manager overseeing all projects, day to day operations and execution of projects, is experienced in design, fabrications, and installation of all types of signage. He has been a member of the EES team since 2004 and has occupied a number of management roles within our organization.

Our contract administrator for this project is Erin Meadows, Project Sales, who has over 7 years of experience working with complex projects in different sectors; including at JMU and BRCC. This experience gives her detailed knowledge of JMU personnel, departments, branding, and state of Virginia purchasing guidelines. In addition to this relative experience with different state procurement systems she also has 6 years of experience working in the signage industry.

Bob Runion, President, will oversee all personnel assigned to the JMU project team and individual departments. His experience includes management of all major image-conversion, including bank re-branding, Liberty gas station signage program, and the Sprint image update. He has been a member of the Eddie Edwards Signs team since 1996. Our team is knowledgeable in all aspects of the signage industry, and their exposure in construction, as well as other pertaining fields is an advantage to our organization. We all collaborate together as a team to successfully coordinate the fabrication and installation of all projects.

Our full team includes a licensed master electrician, two experienced vinyl technicians, two graphic designers, and many more qualified individuals to be able to provide a full suite of services for our customers. We pride ourselves to have the ability to handle small business projects, as well as, large cooperate projects and meeting our customers expectation in regards to quality, value, and timelines.

Together, our executive team holds over 70 years of experience in the sign industry. Our production and installation team holds over 150 years of experience in the sign industry, as well as at Eddie Edwards Signs. This level of expertise continues to expand as changes throughout the industry occur, giving our customers the highest quality of signage you can find in the state of Virginia.

While Eddie Edwards Signs is dedicated to providing quality signs that meet our customers' needs, we are all human and are not without fault, as all other divisions of construction and custom fabrication. While we make our best efforts to not have any accidents.

Question 1: Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU. The same information for any subcontractor(s) proposed to be involved in any work under this proposal shall also be included.

Contact Information for Eddie Edwards Signs Representative

Erin Meadows, primary contact
(540) 282- 2336
emeadows@eesigns.biz

Cody Hartman, secondary contact
(540) 560-1652
chartman@eesigns.biz

Bob Runion, overseeing projects
(540) 434-8595
brunion@eesigns.biz

With our experience and qualifications, our team rarely has to outsource work to sub-contractors, providing our customers with a full scope of services. However, when sub-contractors are needed, we have established strong, long-standing relationships, with many, quality, local contractors, including Harrisonburg Construction, and Mid Valley Electric who have met our deadlines and needs.

Harrisonburg Construction
Charlie Newman
charlie@harrisonburgconstruction.com
(540) 434-9560

We use Harrisonburg Construction primarily for masonry work and building any structures that may be included in the project.

Mid Valley Electric
Jeff Gordon
jgordon@midvalleyelectric.net
(540) 433-6815

For complex electrical installations which extend electric service, especially long distances, we use Mid Valley Electric.

Question 2: Describe your firm's approach to hiring qualified personnel which are thoroughly qualified and experienced in all aspects of inspection and installation.

While we have many employees, who have been with Eddie Edwards Signs for over 10 years, and some around 20 years, we do occasionally have positions to fill. When hiring office and management level employee, we believe more in the right "fit" opposed to simply filling a position. We typically intentionally don't hire people from within the signage industry but rather hire those who have relative experience, trainable and willing to be part of our team atmosphere beyond their position roles. We have found it is easy to train if you hire the right fit for within your team. A new applicant will meet with our President for a discovery meeting, to learn what each part is seeking. During the interview we are looking for professionalism and the fit within our environment. Providing their aspirations align, we will set up a meeting with our Operations Manager to flush out specific skills and how they relate to the role we are looking to fill on our team.

Our hiring process for all of our production and installation positions is we screen each application for relative experience and quality of references. We use this information to determine applicants to interview. These applicants interview with our Operations Manager and Installation Supervisor. During this interview they discuss relative experience, aspirations, job description, etc. Providing both parties find a common interest to move forward, we will perform a background check and driving record for successful candidates. After each person accepts the position, we require a pre-employment drug screening. Using all of these factors, we feel confident we have selected the right person for the job.

Question 3: Describe previous university signage and banner projects and provide the size and complexity of each.

Location: Greek Life Court Yard by Student Success Center

Project: Provide and install fabricated aluminum letters for the tops of each of the 14 monument signs as well as provide and install 14, aluminum dipped and hand painted, HDU plaques for the front of each monument, displaying details about each Greek Life organization.

Project: Provide and ship to JMU, (435) 36" x 18" printed and routed cut coroplast signs to be used as **Fan Cut Outs** for sports events during COVID-19, 2020, Pandemic Shut Down.

Location: Used at Bridgeforth Stadium and Atlantic Union Bank Center

Project: All signage and imaging for Sentara Park locker room remodel.

Location: Sentara Park

- Visitors' locker room: Provide (1) 28" x 84" x 1" multi-layer acrylic sign.
- Home locker room: Provide (1) 18" x 54" x 1" multi-layer acrylic sign and (1) 28" x 84" x 1" multi-layer acrylic sign.
- Ceiling "Duke Dog" ceiling logo sign: Provide (1) 96" x 71.13" x 5" contour lighted sign cabinet mounted to ceiling with hidden studs.
- Imaged bulk heads on drywall above lockers.
- Sports medicine: Provide (1) 48" x 81.75" printed laminated vinyl graphic on drywall.
- Complex name: Provide (1) 33" and (1) 36" non-illuminated fabricated logos. Provide (1) set of 22", (1) set of 18", (1) set of 13" and (2) sets of 14" non-illuminated fabricated letters.

Project: Provide and install (5) 12" x 12" x dedication glass plaques, installed on interior building walls with stainless steel stud standoffs.

Locations: Darcus Johnson Hall, Doris Harper Allen Hall, Dr Alexander Gabbin Hall, Joanne V Gabbin Hall, Robert Walker Lee Hall.

Project: Ongoing lift services needed to access the roof units on the Atlantic Union Bank Center building.

Location: Atlantic Union Bank Center

Project: Provide (1) 4' x 12' and (1) 80.625" x 59.75" Alupalite signs imaged on 1/side with printed laminated graphics. Install on stone retaining wall with mechanical fasteners and stand-offs.

Location: Sentara Park

Project: Provide and install (1) Custom Multi-Dimensional JMU Logo in Painted Foam. Interior Mounted. Size = 24.4" x 75"

Location: Athletic Performance Center

Project: Provide and deliver (1) 49" tall freestanding sign frame / holder. Satin aluminum finish with curved post.

Location / Customer: Pre-Professional Health Advising

Project: Custom Dimensional Letterset and Printed Vinyl Logo Graphic, 24.2" x 86.5"

Location: Athletic Performance Center

Project: Provide (1) 8.125" LH 3/8" thick flat cut Aluminum letters. For customer to store.

Location: Rose Library

Project: Printed Vinyl Logo Graphic for Seat Ends

(68) 5.8125" diameter

Location: Bridgeforth Stadium

Project: Printed banners with finished edges and Velcro for easy install and removal as they are used during volleyball games. Size= 35.5" x 35' 6"

Location: Godwin Hall

Project: Etched Aluminum Donor Sign. Size = 32" x 106.25"

Location: Plecker Athletic Center

Project: Cast Aluminum Plaque w/ Changeable Donor Panels. Size = 30" x 24"

Location: Athletic Performance Center

Question 4: Describe Contractor's quality control process.

Eddie Edwards Signs has developed a quality control benchmark to ensure that we deliver quality materials and installation methods to meet or exceed the expected installation life. The process includes our design approval process, where we provide the customer with a digital file. After the customer has approved the artwork for production, it goes to our operations team who review the files for manufacturability, quality of art, etc. When the product is completed and before it is released to the customer or installation, the production supervisor and/or

installation supervisor review the final product. We pride ourselves on the quality we provide and want to know when we do make a mistake, so that we can take the appropriate actions to prevent it from happening in the future.

Question 5: Describe the Contractor's approach / method(s) of proceeding with project work, including the method of keeping the university informed of progress of the project(s).

To enable our customers to achieve their goals as effectively and efficiently as possible, we start the consultative process with a meeting, either in person for an on-site survey and meeting, or over the phone/email. Whichever suits the needs of the project or the customer. We then provide options to achieve their goals, and begin the approval and production process. Our production process begins with detailed shop drawings, example attached, the customer will receive for each project.

Our shop drawings include:

- Dimensions
- Colors
- Materials proposed
- Manufacturing technique
- Mounting details
- Other necessary details as required

During this consultative process, our customers are encouraged to provide feedback to ensure your project meets the customer's needs. After the approval to proceed, the Eddie Edwards Signs team will provide you a finished/installation timeframe and begin the manufacturing process.

We make our best efforts to maintain regular communication with our customers throughout the life of the project. The EES team is able to provide a monthly report of each project status, open and closed. Providing the monthly report, EES will be able to monitor and identify potential issues before they negatively impact the JMU project. Our organization also has a network of like-minded installers to assist as needed.

Question 6: Contractor shall submit three (3) color "pictures" of signage and banners for evaluation purposes.

We have an additional document attached which includes a variety of color pictures of our past projects, including projects we have completed for JMU.

Question 7: Contractor shall submit one (1) sample of a material used for signage and one (1) sample used for banners for evaluation purposes.

The following samples attached.

1. Digitally printed vinyl banner, finished edges with grommet.
2. Digitally printed adhesive backed decal.

Question 8: Describe method Contractor would use for cleaning / upkeep of signage and banners to prolong the life of such items.

There are many different normal environmental contaminants you should remove from signs and banners to maximize the life of the products. Contaminants such as general dirt and dust, pollution, and greasy exhaust. Our experienced installation team uses a high-quality 3M product to remove these contaminants. We mix these detergents with warm water, following manufacturer's directions, and apply the mixture to the signs with manufacturer recommended cleaning pads, depending on the sign type. We always thoroughly rinse the mixture off the sign periodically as well as upon completion.

Question 9: Describe any warranties that would be given for signage and banners.

Eddie Edwards Signs, Inc. warrants this product to be free from defects in material and workmanship under normal use and service. Any sign found to be defective, upon examination by us, within 1 year from date of purchase, shall be repaired or replaced by us free of charge.

This guarantee is limited to the repair or replacement of the sign itself and does not include reimbursement for the expense of installation, removal, transportation or any other expenses that may be incurred. In no case shall Eddie Edwards Signs, Inc. be liable for consequential, special, and indirect damages resulting from breach of this warranty.

Eddie Edwards Signs, Inc. makes no further warranty, expressed or implied, including any warranty of fitness or merchantability.

Question 10: Describe in-house production capabilities and process. Specify any work that may be sub-contracted.

Eddie Edwards Signs has a vinyl shop as well as an assembly and fabrication shop. EES fabricates and assembles signs onsite at our Mount Crawford location, in addition to working with many other wholesale vendors we partner with to provide quality materials, cost savings and warranties we pass onto our customers.

EES holds each team member to a high standard of safety and accountability for one another. We have an active comprehensive safety plan with a safety specialist on staff who coordinates safety meetings and assures that Eddie Edwards Signs is compliant with OSHA standards.

Eddie Edwards Signs, Inc. holds a Virginia and West Virginia Class A Contractors license as well as has a fleet of our own aerial equipment. Our aerial equipment allows us to elevate trained installers and signs up to approximately 120 feet. Our highly trained staff are capable of installing most any type of sign, in most any type of situation. This includes but doesn't limit to, installing footings, masonry, high heights, and in difficult locations. We maintain a large enough fleet to provide emergency services as well as meet our customers, sometimes very complex, needs.

Eddie Edwards Signs sign industry specific partnerships provide us the ability to achieve the outcome you are expecting using correct manufacturing solutions, techniques and quality products. When it comes to maintaining strong, longstanding relationships with our partners we work with a number of vendors to provide the upmost quality for the right price for our customers. Eddie Edwards Signs will partner with Best Sign Systems out of Montrose, CO – a long time partner of ours, on all interior signage, Clarke Systems of Allentown, PA, who create a

high quality, interchangeable, interior sign system commonly used in government buildings including on higher education campuses. Eddie Edwards Signs also has a long-standing relationship with Gemini of Cannon Falls, Minnesota specifically for cast and flat cut dimensional characters. We take the necessary steps needed to verify in-house fabrication costs in comparison to outsourcing the work because we believe in providing our customers with the best value.

Question 11: Describe process and flexibility in scheduling a project which includes delivery and installation. Specify ability to handle shortened delivery schedules.

After the shop drawings and quote has been approved, you will be given a timeline of when to expect scheduling of installation. Often times our customers have very specific timelines where we will adjust our manufacturing schedule to produce their project to be complete and ready for delivery to meet their deadline.

Eddie Edwards Signs is available to provide delivery to the JMU Harrisonburg campus. We are also flexible on our delivery schedule. We are able to provide delivery of projects same day of completion of project.

When installation is involved in a project, we navigate our schedule around the weather and other external factors. Our customers deadlines are extremely important to us. We strive to be as flexible as possible to accommodate scheduling changes or conflicts. Having our team of 12 installer enables us to quickly and efficiently meet our customers scheduling needs.

Question 12: Provide your firm's procedure for removal of debris and wrapping / packaging materials from the premises.

Eddie Edwards Signs installation team is held to a high standard for leaving each job site cleaner than when we arrived. Our team is responsible for returning all debris that comes from the packaging to Eddie Edwards Signs facility.

Question 13: Provide a sample quote to include the following detailed information, but not limited to:

- Individual signage cost
- Material cost
- Graphic designer services cost
- Delivery charges
- Breakdown of installation (labor) hours /cost
- Travel
- Signage maintenance
- Breakdown for all subcontracted charges

Sample quote attached.

Question 14: Provide your firms' payment policy (i.e., Net 30, % at time of order, etc.) and in what instances your firm would need to specify payment terms for specialized delivery /receiving requirements.

The payment policy with Eddie Edwards Signs is net 10 days for projects less than \$2,500. For projects more than \$2,500 we ask for the full sum to be paid net 30 days.

Question 15: Specify if your firm accepts charge card payments. Provide associated fees, if applicable.

Eddie Edwards Signs accepts Visa, Mastercard, and Discover. For JMU, there is not an additional fee associated with using these three cards.

Question 16: Provide your firm's replacement / return policy for any items showing evidence of defective materials or workmanship, including installation workmanship after notification.

Eddie Edwards Signs, Inc. warrants this product to be free from defects in material and workmanship under normal use and service. Any sign found to be defective materials or workmanship, upon examination by us, within 1 year from date of purchase, shall be repaired or replaced by us free of charge.

Question 17: Describe your firm's ability to provide adequate manpower to unload and install all equipment specified / ordered. Describe how your firm calculates installation fee.

Our team of 12 installers are capable to be on-site to unload and install all equipment ordered. In addition to our team our aerial equipment allows us to elevate trained installers and signs up to approximately 120 feet. Our highly trained staff are capable of installing most any type of sign, in most any type of situation. This includes but doesn't limit to, installing footings, masonry, high heights, and in difficult locations.

Question 18: Specify your firm's capability and acceptance of an onsite consultation.

Depending on the needs of the project, an on-site consultation is necessary to communicate the expectation of the end result and needs of the project, as well as surveying the area when the signage will be installed. We see this as part of the process, in many cases, and are comfortable meeting these needs.

Question 19: Identify the type of supplies and equipment that your company typically utilizes to provide / perform "Signage and Banner Services" used for installation.

Aerial devices, trained technicians, ladders, common and specialized power tools, welding equipment, in which we own, are used to provide and perform installation of signage.

Question 20: Indicate if your company is currently licensed through IMG College Licensing Company for James Madison University. If your company is not currently licensed, indicate whether you would be willing to become licensed.

Eddie Edwards Signs holds an Internal Campus Supplier Agreement with IMG College Licensing. This agreement has afforded us the ability to produce the JMU logo for individual departments as well as successfully completed different scales of projects for JMU Sports Properties. Eddie Edwards Signs is knowledgeable of the branding guidelines released in 2019. We have developed an in-house library of new standards logos, colors, fonts, etc. is available for reference to help ensure guidelines are met.

Question 21: Provide any other information regarding products, services, etc. that your firm would like for us to consider or that is unique to your firm.

As a JMU Alumni, as well as an active community member, Eddie Edwards Signs finds great satisfaction partnering with JMU to help our local economy and JMU's mission, as well as supporting the next generation of leaders. For a number of years Eddie Edwards Signs supported James Madison University through a unique, higher-level sponsorship, as the Small Business Game Changer sponsor. The Small Business Game Changer Sponsor not only supports JMU Athletics but also provides local, small businesses, the opportunity to win a \$27,000 package, signs and advertising with JMU Sports Properties, we make an additional contribution to the awarded business. In addition to this unique sponsorship, Eddie Edwards Signs is a long-standing member of the Duke Club, also supporting JMU athletics.

In an additional effort to support JMU, as well as our next generation of leader, we offer the opportunity for JMU students to become interns here at Eddie Edwards Signs.

Eddie Edwards Signs has successfully completed many complex projects for a wide range of customers. Some of the projects we have worked on in the past:

JMU Sports Properties – Harrisonburg, VA

On Going

Designed, fabricated and installed vinyl graphics, multi-color signage, and vinyl banners in JMU Convocation Center as well as JMU Duke Club.

We maintain this strong partnership by providing creative solutions, using many materials and application processes, to brand JMU as well as promote sponsors who support the University.

Bridgewater College

On Going

We have a long-standing relationship with Bridgewater College where we've managed interior and exterior signage projects for over ten years. Recently we designed, fabricated and installed 232 exterior directional parking signs for a campus wide parking rebranding program.

Hotel Madison

On Going

Partnered with the owners to provide all interior and exterior signage, including awnings, for the hotel, conference center, and bistro.

Brought branding guide to life with an innovative use of materials to fully brand Hotel Madison in a unique way.

This project is the perfect example of customization and partnership to establish a unique brand for a collaboration between the private and public sectors.

Substantial completion May 2018

Centra Health – Lynchburg, VA and Surrounding Areas

On Going

Designed, fabricated and installed interior and exterior signs for multiple projects and sites.

These include room signs, banners, directional signage, parking signs, and lighted monument and building signs.

Amherst Medical Center:

Completion – 2017

Project included design services, working with local permitting offices, fabricating and installing interior and exterior signage. This project was a new build from the ground up. Eddie Edwards Signs, Inc. provided a complete package of signs for the customer.

Signs include – interior ADA signs, campus directories, main identification signs as well as custom lighted building signage.

Sentara RMH – Main Campus and Off-Campus Sites

On Going

Long-term project, providing and installing interior and exterior signage of multiple types of signage to fit within brand standards.

Rebranded Sentara Park

Holtzman Oil Corp

On Going

We simultaneously manage small, less than \$100, to large projects, up to \$250,000 projects.

Company with 100 plus individual gas station sites in 3-states

Augusta Health

On Going

We are working on their main campus and satellite campus rebranding. In addition to the numbers of rebranding locations on their main campus in Fishersville, this project also includes rebranding of 16 satellite offices around the state.

References

Amanda Jenkins, Maintenance Operations Coordinator

Bridgewater College

540-828-5317

ajenkins@bridgewater.edu

Privately owned college with 45 buildings and numerous of outside gathering spaces

Melissa Lilly, Real Property Manager
Sentara RMH
(540) 689-6552
mlriley@sentara.com
Regional Hospital with Multiple Off-site Locations

Paul Glad, DPM Partners
Hotel Madison
(301) 527-0990
pgladd@dmpmpartners.com
Fully braded hotel with signage, vinyl graphics, and awnings.

Wenbren Coleman
Centra Health
(434) 200-3218
Wenbren.Coleman@Centrahealth.com
Multiple Location Hospital Group as well as satellite locations

Alisha Nix
Augusta Health
(540) 932-4853
ANix@AugustaHealth.com
Regional Hospital with Multiple Off-site Locations

Matt Tusing
Holtzman Oil Corp.
(540) 433-2626
mtusing@holtzmancorp.com
Company with 100 plus individual gas station sites in 3-states

Eddie Edwards Signs, Inc.
 JMU Contract Pricing
 RFP DKM - 1190
 11/2/2023



*All Options Below Have Additional Fonts, Sizes, Styles, Manufacturing Methods, and Finishes Available
 Due to the level of customization, additional charges may apply.*

Product	2024 List Price		2024 JMU Discount		2024 JMU Discounted Price	
			30%			
Event Signage						
18" x 24" Coroplast Sign with Step Stake Printed Graphics on 1/Side	\$	7.00	\$	2.10	\$	4.90
18" x 24" Coroplast Sign with Step Stake Printed Graphics on 2/Side	\$	8.75	\$	2.63	\$	6.13
36" x 24" Sandwich Board Signicade Brand Frame Include (2) Printed Coroplast Panels	\$	192.52	\$	57.76	\$	134.76
84" x 30" Sandwich Board Signicade Brand Frame Include (2) Printed Coroplast Panels	\$	192.52	\$	57.76	\$	134.76
Banners- Sqft Price						
Standard Weight Banner - 13oz Printed Graphics on 1/Side	\$	7.58	\$	2.28	\$	5.31
Heavy Weight Banner - 16oz Printed Graphics on 1/Side	\$	8.75	\$	2.63	\$	6.13
Standard Weight Banner - 13oz Printed Graphics on 2/Sides	\$	9.33	\$	2.80	\$	6.53
Heavy Weight Banner - 16oz Printed Graphics on 2/Sides	\$	10.50	\$	3.15	\$	7.35
Hemming Charge	\$	0.58	\$	0.18	\$	0.41
\$45.00 Minimum Charge						
Grommets / each	\$	1.17	\$	0.35	\$	0.82
84" x 30" Banner with Retractable Stand Includes Printed Graphics on 1/Side Includes Frame and Case for System	\$	250.86	\$	75.26	\$	175.60
Vinyl Graphics- Sqft Price						
Digitally Printed Vinyl Graphics Full Color on Premium Vinyl Includes UV Overlamine	\$	10.50	\$	3.15	\$	7.35

Installation Not Included

Parking / Exterior Wall Signs

18" x 12" Aluminum Sign with Radius Corners Printed Graphics on 1/Side Includes UV Overlamine Installation Not Included	\$	64.17	\$	19.25	\$	44.92
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18" x 12" Aluminum Sign with Radius Corners Reflective Background Printed Graphics on 1/Side Includes UV Overlamine Installation Not Included	\$	87.51	\$	26.25	\$	61.26
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18" x 18" ACM Sign Panel Printed Graphics on 1/Side Includes UV Overlamine Installation Not Included	\$	85.18	\$	25.55	\$	59.62
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Memorial / Honor Signage

Cast Bronze Plaque Size: 24" x 18" Includes Mounting Hardware Installation Not Included	\$	1,564.67	\$	469.40	\$	1,095.27
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Cast Aluminum Plaque Size: 24" x 18" Includes Mounting Hardware Installation Not Included	\$	899.60	\$	269.88	\$	629.72
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Etched Stainless Plaque Size: 12" x 12" Includes Mounting Hardware Installation Not Included	\$	420.05	\$	126.01	\$	294.03
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Vehicle Graphics

Printed Magnetic Signage - Set of (2) Includes UV Overlamine Size: 16" x 24"	\$	145.85	\$	43.75	\$	102.09
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Standard Graphics for Vehicle Doors Includes 3M or Equal Cut Vinyl Applied to Drive and Passenger Door	\$	180.85	\$	54.26	\$	126.60
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Vehicle Printed Graphics / Wrap Digitally Printed on 3M Vinyl Includes UV Overlamine Applied to Vehicles / Box Trucks / Trailers	\$	18.67	\$	5.60	\$	13.07
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Interior Signage

Custom ADA Signage Standard Finishes Size: 9" x 6"	\$	75.84	\$	22.75	\$	53.09
Dimensional Pin Letters -1/4" Brushed Aluminum Finish Letter Height - 6" Installation Not Included	\$	35.59	\$	10.68	\$	24.91
Display Letters - 1/8" Metal Laminate on Acrylic Letter Height - 6" Installation Not Included	\$	14.58	\$	4.38	\$	10.21
Exterior Signage						
Cast Aluminum Letter Brushed Aluminum Finish Letter Height - 6" Installation Not Included	\$	32.67	\$	9.80	\$	22.87
Formed Plastic Letter Standard Finish Letter Height - 6" Installation Not Included	\$	14.82	\$	4.45	\$	10.37
Halo Lit Channel Letter LED Illumination - UL Listed Painted Finish Letter Height - 12" Installation Not Included	\$	221.69	\$	66.51	\$	155.18
Front Lit Channel Letter LED Illumination - UL Listed Acrylic Face / Metal Can Letter Height - 12" Installation Not Included	\$	180.85	\$	54.26	\$	126.60

Eddie Edwards Signs, Inc.
JMU Contract Pricing
RFP DKM - 1190
11/2/2023



<u>Pricing Schedule</u>		2024
		<u>Discount/Rate</u>
Signage Cost		30% Discount Off List
Material Cost (i.e. metal, vinyl, plastic, protectant, etc.)		30% Discount Off List
Graphics Designer Services	\$	76.48
Delivery Charges		No Charge
Installation (technician)	\$	76.48
Installation (technician/pickup truck)	\$	76.48
Installation (technician/bucket truck)	\$	133.52
Installation (technician/crane man lift, scaffolding)	\$	138.37
Maintenance (i.e. cleaning of signage / banners)	\$	76.48
Travel Charges (time/mileage to and from JMU jobsite)		No Charge
Subcontractor Charges		Varies Depending On Scope
Consultation Onsite		No Charge
Scissor Lift (manlift)	\$	24.84
Master Electrician	\$	94.68
Bobcat with Backhoe Service	\$	83.75
Manufacturing	\$	76.48



Serving you since 1952

560 Waterman Drive, Harrisonburg, VA 22802 Phone 540-434-8595 Fax: 540-434-8561

SWAM Cert:#9065 Va Contractors Lic:#2705013818 WV Contractors Lic:#WV027828

SAMPLE QUOTATION

Date: 11/2/2023

This document developed especially for :

James Madison University
Procurement Services
752 Ott Street
Harrisonburg, VA 22801

Contact: Dylan Morris
Phone Number: (540) 568-3002
Email Address: morrisdk@jmu.edu

Eddie Edwards Signs, Inc. is pleased to quote you the following scope of work:

Provide (4) 4' x 8' Heavy Weight Banners with Printed Graphics and Hemmed Edges, Single Sided
Provide (8) Grommets Per Banner
Provide Custom Artwork - 1 Hour of Design Time
Install Interior Wall at Bridgforth Stadium

	Qty		Unit Cost - List		Discount Price		Extended Price
Material Cost	4	\$	280.00	\$	196.16	\$	784.64
Graphic Designer Services	1	\$	100.00	\$	76.48	\$	76.48
Delivery Charges	0	\$	51.00	\$	-	\$	-
Installation	1	\$	88.00	\$	76.48	\$	76.48
Travel	1	\$	88.00	\$	-	\$	-
Signage Maintenance	0	\$	88.00	\$	76.48	\$	-
Subcontractor Charges							
Masonry	0	\$	-	\$	-	\$	-
Electrical	0	\$	-	\$	-	\$	-
Quote Total							\$937.60

*Sales tax exempt for state agencies

Respectfully Submitted By: Erin Meadows, a representative of Eddie Edwards Signs, Inc.

Eddie Edwards Signs, Inc. is hereby authorized to furnish all materials and labor required to complete the work described above, for which the undersigned agrees to pay the Contract amount set forth in this proposal according to the terms and conditions set outlined below.

Signed: _____ Date: _____

Print Name: _____ Title: _____

*By signing above, I acknowledge that I have read and agreed to all terms and conditions as set forth on all pages of this agreement

Please Sign and Return One Complete Set of Quote

EDDIE EDWARDS SIGNS, INC. SIGN SERVICE GENERAL CONDITIONS

CONSIDERATION: Eddie Edwards Signs, Inc. (Contractor) promises to perform the Work or cause the Work to be performed in a manner which is in compliance with the requirements of the Contract Documents. The Contractor shall supervise and direct the Work using the Contractor's best efforts, skill and attention. The Contractor shall perform the Work exactly as specified by the contract documents. Contractor agrees to carry Worker's Compensation and General Liability Insurance and to pay Unemployment Compensation Taxes as required by State and Federal law. Sales tax will not be included unless otherwise noted elsewhere in this document.

DELIVERY & PERFORMANCE: Contractor shall not be liable to Buyer for failure to perform its obligations under this contract due to vandalism, fire, flood, strikes or availability of labor, war, incendiary, riot, insurrection, government regulation, acts of God, or other causes beyond its reasonable control. The Contractor shall make every effort to complete Work in a timely manner, however, may be delayed due to Adverse Weather Conditions. Such Conditions are those which are not abnormal weather conditions but which can, depending on the Work to be performed, cause delayed Work. High or low temperatures, excessive wind, excessive moisture, or unusual drying conditions are examples.

OFF ROAD CLAUSE: Buyer agrees to provide acceptable roadways or access to the work site. Contractor shall have the right to refuse to perform work or deliver to any job site if such work areas, roadways or accesses are deemed unacceptable in Contractor's sole discretion. Contractor assumes NO liability for ANY damage to sidewalks, driveways, or any other property when delivering beyond the public right of way and Buyer hereby agrees to indemnify Contractor and hold Contractor harmless against all liabilities, loss and expense resulting from such deliveries. Buyer further agrees to reimburse Contractor for any towing costs resulting from vehicles or equipment getting stuck on any job site.

STORAGE & REMOVALS: If Buyer elects to provide materials for Work described in contract documents, including but not limited to signage, vinyl or other materials provided by outside vendors, those materials will be stored by Contractor at no additional charge up to 30 days. Contractor must be given at least twenty-four (24) hours notice before receiving any signage or signage materials. All signage and/or signage materials are to be received at Contractors Harrisonburg, VA facility unless pre-arranged or additional charges will apply. If Buyer requests Contractor delay installation of any materials, and the delay is for a period in excess of thirty (30) days after the initial target date of work to begin, then Buyer agrees to pay storage fees on those materials.

Any existing structure or signs removed during the fulfillment of the contract documents shall be disposed of properly or recycled if possible by Contractor according to local regulations unless otherwise noted within the contract. The Buyer will promptly reimburse the Contractor for the cost thereof and any additional fees required for proper disposal of construction debris. Contractor will store materials, at the Buyers request, for additional storage fees.

GROUND AND/OR STRUCTURE CONDITIONS: If any unusual conditions such as rock, hardpan, subsurface water, non-supportive ground or structural conditions or other unknown or hidden conditions and the like are encountered in the course of Performance of the Work, Buyer will reimburse Contractor for any additional expense at current time and materials rate so incurred on demand. Buyer is responsible to provide access in compliance with building codes and ordinances.

Contractor will contact Miss Utilities to have public utilities marked. It will be the Buyer's responsibility to identify and clearly mark all private owned utilities or underground structures or items including electric, sewer, water, storm sewer, communications, and gas lines. If Buyer fails to comply or has lines marked incorrectly, then it will be Buyer's responsibility to pay all costs associated with any damage that Contractor may cause due to Buyer's error. Buyer will also be responsible for any damage to Contractor's equipment.

PERMITS & LICENSES: If requested, Contractor will act for Buyer to obtain any permits and/or licenses or other authorization from public authority for the installation of any item described in the Contract, as required by that public authority. These costs are the responsibility of the Buyer, and will be added to final invoice. The costs to procure permits can include engineering fees/seals, special drawings and staff time necessary to procure permits. Contract will be void if governmental regulations cannot be met or permit acquired.

ELECTRICAL SERVICE & BUILDING REINFORCEMENT: Buyer shall be responsible for bringing feed wires of suitable voltage capacity and approved type and shall pay for all electrical energy used by those signs or devices. Buyer shall be responsible to bring circuit to the sign or device's electrical enclosure. Buyer shall also be responsible for any necessary reinforcement of structures on to which any signs are to be installed.

DESIGNS & DRAWINGS: All original designs and drawings referred to and included with these contract documents remain the property of Contractor and shall not be used or divulged to others except as required in connection with this Contract.

PAYMENT & ADDITIONAL CHARGES: The price in this proposal is valid for 30 days from the proposal date. **A PROGRESS PAYMENT IN THE AMOUNT OF 50% OF THE TOTAL QUOTED PRICES IS DUE WITH THE SIGNED ACCEPTANCE OF WRITTEN PROPOSAL AND/OR QUOTE.** Production will not commence until progress payments are received and all necessary permits are obtained. Customers account status with Contractor must be current before production of new orders will commence. Shipments and installation will be withheld if customers account with Contractor is in past due condition having invoices greater than 60 days old. A credit application will be required on all new customers and existing customers with no activity within the past 12 months from date of last sale. Personal guaranties may be required at the discretion of Contractor. Contractor reserves the right to deny, terminate or cancel new or existing credit agreements at its own discretion pending resolution of customer account status or disputes.

PAYMENTS ARE DUE TEN (10) DAYS FOLLOWING THE DATE OF INVOICE. The entire contract amount shall be paid within ten (10) days after completion. All late payments will be subject to a finance charge of one and one half percent (1.5%) per month (18% APR). Contractor reserves the right to assess all attorney, legal and collection fees incurred in the collection of past due accounts.

CHANGE ORDER: Any alteration or deviation from the above-described work that involves extra cost of labor or materials will only be performed upon a written change order, and will become an extra charge over the contract amount. All agreements must be made in writing by both parties. Any alterations, deviation or additions to original quoted work will not be performed until signed change orders have been received. Extras discovered or incurred during the course of normal installation will be deemed as outside the scope of the above and customer agrees to pay these charges as additions to the quoted price.

WARRANTY: The following warranty is in lieu of all warranties expressed or implied. Specifically, Contractor or Manufacturer disclaimer any warranty of merchant-ability or of fitness for a particular purpose and manufacturer/contractors only obligation shall be to replace such quantity of the product to be defective. Neither Contractor nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use of the inability to use the product. Before using, user shall determine the suitability of the product for his or her intended use and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be altered except by an agreement signed by officers of Contractor or manufacturer. Contractor warrants any products manufactured in-house against faulty workmanship in construction and assembly for a period of one (1) year from shipment or installation. Contractor will honor any manufacturer's warranties for products not manufactured in-house as stated by those manufacturers. Contractor will provide labor warranty of one (1) year from date of shipment for installations performed by Eddie Edwards Signs, Inc., excluding service, repair or work performed, or materials supplied as a result of vandalism, fire, flood, war, incendiary, riot, insurrection, acts of God, or other causes beyond its reasonable control.

Eddie Edwards Signs Inc. is an Equal Opportunity Employer (Executive Order 11246 & 13672)

Buyer's Initials _____





**JAMES MADISON
UNIVERSITY
BLUESTONE GATE**

A large, rectangular stone pillar with a light-colored concrete top and bottom. The central section is a recessed white panel containing the university's name and gate name in bold, black, sans-serif capital letters. The pillar is set on a grassy area next to a sidewalk. In the background, there are large green trees and a clear blue sky with some clouds.

HISTORY STUDIO



WILSON AUDITORIUM







SHENANDOAH VALLEY REGIONAL AIRPORT



Request for Proposal

RFP# DKM-1190

Signage/Banners

October 3, 2023



REQUEST FOR PROPOSAL

RFP# DKM-1190

Issue Date: October 3, 2023
Title: Signage/Banners
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 November 2, 2023 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-3002; (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:

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

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

REQUEST FOR PROPOSAL

RFP # DKM-1190

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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 Signage/Banners for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

JMU regularly purchases a wide variety of signage and banner items to carry out its mission. These items include but are not limited to, multi-colored signage, vinyl graphics signage, large directory signage, memorial/honor type signage, parking signage, interior/exterior signage, digital signage, portable message signage/equipment, and heavy-duty vinyl banners.

James Madison University reserves the right, when not in the best interest of the University, to decline award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

This section describes JMU's requested goods and / or services and the areas to be addressed in Offeror's Proposal.

General

The Offeror shall provide all labor, supervision, consultation, tools, equipment, supplies, materials, and installation on an as-needed basis. Offeror shall only use the approved James Madison University Logos and Marks, which can be found at: <http://www.jmu.edu/identity>.

Athletics

The Offeror shall provide all labor, supervision, consultation, tools, equipment, supplies, materials, and installation on an as-needed basis. Offeror shall only use the approved James Madison University Athletics Logos and Marks, which can be found at: <https://jmusports.com/sports/2017/1/3/jmu-logos-and-marks.aspx?path=administration>.

The Collegiate Licensing Company (CLC)

Registration and licensing with The Collegiate Licensing Company (CLC) is a requirement of all contractors providing goods or merchandise bearing the official Logos and Marks of James Madison University, which can be found at: <https://clc.com/home/get-licensed/>

Signage and banners that may be used, but not limited to:

- Multi-colored signage
- Vinyl graphics signage
- Large directory signage
- Memorial/honor type signage
- Parking signage
- Interior/Exterior signage
- Digital signage
- Vehicular signage (magnetic type and automobile wraps)
- Portable message signage/equipment
- Wayfinding signage
- Heavy duty vinyl banners

OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING. PROVIDE ANSWERS DIRECTLY BELOW QUESTIONS.

1. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU. The same information for any subcontractor(s) proposed to be involved in any work under this proposal shall also be included.
2. Describe your firm's approach to hiring qualified personnel which are thoroughly qualified and experienced in all aspects of inspection and installation.
3. Describe previous university signage and banner projects and provide the size and complexity of each.
4. Describe Contractor's quality control process.
5. Describe the Contractor's approach / method(s) of proceeding with project work, including the method of keeping the university informed of progress of the project(s).
6. Contractor shall submit three (3) color "pictures" of signage and banners for evaluation purposes.
7. Contractor shall submit one (1) sample of a material used for signage and one (1) sample used for banners for evaluation purposes.
8. Describe method Contractor would use for cleaning / upkeep of signage and banners to prolong the life of such items.
9. Describe any warranties that would be given for signage and banners.
10. Describe in-house production capabilities and process. Specify any work that may be sub-contracted.

11. Describe process and flexibility in scheduling a project which includes delivery and installation. Specify ability to handle shortened delivery schedules.
12. Provide your firm's procedure for removal of debris and wrapping / packaging materials from the premises.
13. Provide a sample quote to include the following detailed information, but not limited to:
 - Individual signage cost
 - Material cost
 - Graphic designer services cost
 - Delivery charges
 - Breakdown of installation (labor) hours /cost
 - Travel
 - Signage maintenance
 - Breakdown for all subcontracted charges
14. Provide your firms' payment policy (*i.e. Net 30, % at time of order, etc.*) and in what instances your firm would need to specify payment terms for specialized delivery /receiving requirements.
15. Specify if your firm accepts charge card payments. Provide associated fees, if applicable.
16. Provide your firm's replacement / return policy for any items showing evidence of defective materials or workmanship, including installation workmanship after notification.
17. Describe your firm's ability to provide adequate manpower to unload and install all equipment specified / ordered. Describe how your firm calculates installation fee.
18. Specify your firm's capability and acceptance of an onsite consultation.
19. Identify the type of supplies and equipment that your company typically utilizes to provide / perform "Signage and Banner Services" used for installation.
20. Indicate if your company is currently licensed through IMG College Licensing Company for James Madison University. If your company is not currently licensed, indicate whether you would be willing to become licensed.
21. Provide any other information regarding products, services, etc. that your firm would like for us to consider or that is unique to your firm.

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 one (1) 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 addendum, 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	30
2. Qualifications and experience of Offeror in providing the goods/services	25
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. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. 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. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 following date of delivery. Should any defect

be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract 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.

If any products or services listed (hourly rate, delivery, installation, travel, etc.) are different for any other Zone, state the pricing associated with each Zone.

Description	Hourly Rate/Cost
Signage Cost	% discount off list
Material Cost (<i>i.e. metal, vinyl, plastic, protectant, etc.</i>)	% discount off list
Graphic Designer Services	\$xx/hour
Delivery Charges	\$xx/hour
Installation (<i>technician</i>)	\$xx/hour
Installation (<i>technician/pickup truck</i>)	\$xx/hour
Installation (<i>technician/bucket truck</i>)	\$xx/hour
Installation (<i>technician/crane man lift, scaffolding</i>)	\$xx/hour
Maintenance (<i>i.e. cleaning of signage/banners</i>)	\$xx/hour
Travel Charges (<i>time / mileage to and from JMU jobsite</i>)	\$xx/hour
Subcontractor Charges	\$xx/hour

Consultation (<i>onsite</i>)	\$xx/hour
Other	\$xx/hour
Other	\$xx/hour
Other	\$xx/hour

Specify any associated charge card processing fees, if applicable, to be billed to the university.

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)