



VCU Procurement Services

Date August 3, 2021

Promo Considerations
3705 Saunders Ave.
Richmond, VA 23236

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

RE: Contract #: 7587811AZ-05
Renewal No.: Four (4) of Four (4) successive one (1) year renewal options

Dear Monica Glave:

Your firm's contract with Virginia Commonwealth University (VCU) for T-Shirt Screen Printing expires on September 29th, 2021. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7587811AZ-05.

Services shall be provided for renewal period: 9/30/2021 through 9/29/2022.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT: (Put in this clause if not in original solicitation)

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 9/30/2021 through 9/29/2022.

☒ Pricing remains the same as the previous contract period.

☒ Attached is the revised pricing in accordance with the contract terms.

☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than 9/01/2021. Your response may be emailed to me at apzaremba@vcu.edu. If you have any questions, please contact me at (804) 828-1072.

Sincerely,

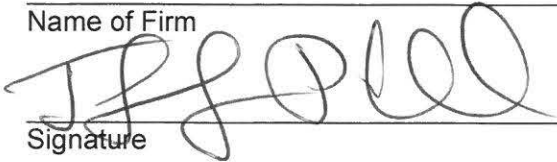
Abigail Zaremba
Category Manager, CUPO

Contract #: 7587811AZ-05

RESPONSE:

Promo Considerations

Name of Firm



Signature

Jeffrey P Monte

Name Printed

Vice President

Title

8/03/2021

Date



VCU

Procurement Services

Date August 6th, 2020

Promo Considerations
3705 Saunders Ave.
Richmond, VA 23236

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

RE: Contract #: 7587811AZ-05
Renewal No.: Three (3) of Four (4) successive one (1) year renewal options

Dear Monica Glave:

Your firm's contract with Virginia Commonwealth University (VCU) for T-Shirt Screen Printig expires on September 29th, 2020. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7587811AZ-05.

Services shall be provided for renewal period: 9/30/2020 through 9/29/2021.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT: (Put in this clause if not in original solicitation)

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 9/30/2020 through 9/29/2021.

☒ Pricing remains the same as the previous contract period.

☒ Attached is the revised pricing in accordance with the contract terms.

☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than 9/01/2020. Your response may be emailed to me at apzaremba@vcu.edu. If you have any questions, please contact me at (804) 828-1072.

Sincerely,

Abigail Zaremba
Senior Buyer, CUPO

Contract #: 7587811AZ-05

RESPONSE:

Promo Considerations

Name of Firm

JFF PLLC

Signature

John P. Moul

Name Printed

Vice President

Title

9/17/2020

Date



VCU Procurement Services

Date August 7th, 2019

Promo Considerations
3705 Saunders Ave.
Richmond, VA 23236

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

RE: Contract #: 7587811AZ-05
Renewal No.: Two (2) of Four (4) successive one (1) year renewal options

Dear Monica Glave:

Your firm's contract with Virginia Commonwealth University (VCU) for T-Shirt Screen Printing expires on September 29th, 2019. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7587811AZ-05.

Services shall be provided for renewal period: 9/30/2019 through 9/29/2020.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT: (Put in this clause if not in original solicitation)

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 9/30/2019 through 9/29/2020.

- ☐ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.
- ☐ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than 9/01/2019. Your response may be emailed to me at apzaremba@vcu.edu. If you have any questions, please contact me at (804) 828-1072.

Sincerely,

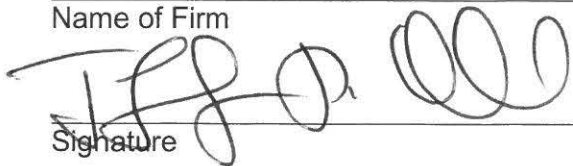
Abigail Zaremba
Senior Buyer, CUPO

Contract #: 7587811AZ-05

RESPONSE:

Promo Considerations

Name of Firm



Signature

JEFFREY P. MARKS

Name Printed

Resident

Title

8/16/2018

Date



VCU

Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7587811AZ-05

This contract entered into date by Promo Considerations, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth 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:

PERIOD OF THE PERFORMANCE: From September 30th, 2017 through September 29th, 2018 with four (4) successive one (1) year renewal options.

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

The contract documents shall consist of:

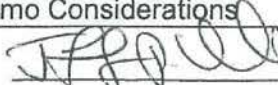
- (1) This signed form
- (2) The Request for Proposals # 7587811AZ dated 06/09/2017
- (3) The Contractor's Proposal dated July 14, 2017

All of which documents are incorporated herein by reference. Any conflict or inconsistency between the incorporated documents shall be resolved by giving precedence in the following order 1.) This signed form, 2.) The RFP# 7587811AZ, 3.) Contractor's proposal.

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

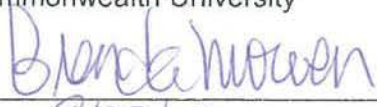
CONTRACTOR:

Promo Considerations

By:  Name Printed: Jeffrey P. Marks
Date: 9/22/2017 Title: General Manager

PURCHASING AGENCY:

Virginia Commonwealth University

By:  Name Printed: Brenda Mowen
Date: 9/27/17 Title: Director of Procurement



VCU

Request for Proposals

RFP #:7587811AZ

RFP Title #: Promotional T-Shirts and Apparel

Issuing Agency: Virginia Commonwealth University

Issue Date: June 9, 2017

Closing Date: July 14, 2017 @ 11am



A VASCUPP Member Institution

Request for Proposals RFP #7587811AZ

Issue Date: June 9, 2017

Title: Promotional T-Shirts and Apparel

Send all Proposals To: Virginia Commonwealth University
RFP #7587811AZ
Attention: Abigail P. Zaremba
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: July 14, 2017 @ 11am

Direct ALL inquiries concerning this RFP to: Abigail P. Zaremba, Senior Buyer
apzaremba@vcu.edu

Questions concerning this RFP must be received via email no later than: June 30, 2016 @ 4:00PM

This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7587811AZ, ATTENTION: Abigail P. Zaremba, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7587811AZ ATTN: Abigail P. Zaremba, BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

_____	Date: _____
_____	By (Signature In Ink): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: (____) _____	Fax Number: (____) _____
Toll free, if available	Toll free, if available
DUNS NO.: _____	FEI/FIN NO.: _____
REGISTERED WITH eVA: () YES () NO	SMALL BUSINESS: () YES () NO
VIRGINIA DSBSD CERTIFIED: () YES () NO	MINORITY-OWNED: () YES () NO
DSBSD CERTIFICATION #: _____	WOMEN-OWNED: () YES () NO

A Pre-Proposal conference will be held. See Section V herein.

THIS SOLICITATION CONTAINS 20 PAGES.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to seek proposals to enter into one or more contracts to provide promotional t-shirts/ apparel for Virginia Commonwealth University on an as needed basis.

The initial contract term shall be one (1) year, with the option of up to four (4) one (1) year renewals, to be executed upon mutual signed agreement of both parties.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution 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 lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

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

Additional information on cooperative procurement is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Cooperative_Procurement.pdf

II. GOVERNING RULES:

This solicitation is issued in accordance with the provisions of:

- A. Purchasing Manual for Institutions of Higher Education and their Vendors (<https://vascupp.org/hem.pdf>)
- B. Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (<https://vascupp.org/rules.pdf>)

III. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

IV. THE UNIVERSITY:

Information is available at:

[http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP Website Link The University.pdf](http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_The_University.pdf)

V. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at **11:00 am on June 22, 2017** at the:

**VCU Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284**

For directions and paid parking information visit:

<http://business.vcu.edu/about-the-school/our-location/directions--parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to apzaremba@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- “Dial-In” numbers:
866-842-5779 (United States and Canada)
832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.

VI. STATEMENT OF NEEDS:

Please note full proposals must be submitted along with the pricing schedule. The pricing schedule alone will not be accepted

This Section describes VCU’s requested goods and/or services and the areas to be addressed in Offeror’s Proposal. Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU. Please note that utilization of the words “shall” or “must” indicates a mandatory requirement.

A. Contractor must meet the following minimum requirements.

1. Proposals shall include all related fees (if applicable) within the unit price of the apparel including but not limited to:

- a. Set-Up Fees
- b. Imprinting Fees
- c. Any Miscellaneous Fees
- d. Cost of Samples
- e. Art Assistance

2. Licensing: The contractor shall provide for sale only items purchased from VCU or a licensed merchandiser who possess the license with Collegiate Licensing Company (CLC) to print the University's logos. Go to <http://www.bsv.vcu.edu/trademarks-and-licensing/> to obtain additional information

B. Additional requirements:

- 1. Describe cost drivers/commodity prices related to your business and their relationship to tshirt/screen printing pricing.
- 2. Describe plan for providing pre-production samples of promotional items with logo.
- 3. Describe timeframe for providing adequate sample items, material, or color swatches.
- 4. Offeror shall provide multiple options for delivery (e.g. two week, one week, rush/3 day delivery).
- 5. Specify typical turnaround time for delivery (standard, rush, etc.) of the promotional items being offered.
- 6. Specify typical turnaround time for production (standard, rush, etc.) of the promotional items being offered.
- 7. Offerors will be required to provide a semi-annual summary report via excel spreadsheet, showing all orders placed by departments during the previous six month period. Reports shall include the type, quantity, and price paid for each item on an individual and aggregated basis.
- 8. Describe return policy and associated costs.
- 9. Describe quality control process.
- 10. Describe all screen-printing and imprinting services.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Instructions are as follows:

- 1. In order to be considered for award, proposal submissions must contain, at minimum, the following:
 - a. Responses to all requirements listed in the Statement of Needs above
 - b. Company Qualifications and Experience
 - c. A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.
 - d. Provide One Sample Screen Printed T-shirt
 - e. If providing an equivalent option please provide One Sample Screen Printed T-shirt
 - f. Pricing Schedule as required in Section VIII

- g. SWaM documentation as required in Section IX
2. Complete and return page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror. By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.
 3. Complete and return signed addenda acknowledgments (if applicable).
 4. Submit one (1) original hard copy (paper) document of the entire Proposal, including all attachments and all proprietary information (see #7 below). Submit one (1) unsecured, electronic copy (on flash drive) of the entire Proposal including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. This disc or flash drive must be clearly marked on the outside that it **excludes** proprietary information.
 5. Submit an unsecured electronic copy (on a flash drive) of the entire Proposal, including all attachments and proprietary information.
 6. All information requested must be submitted. Failure to submit all information requested may result in the University requiring prompt submission 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 University, at the University's sole discretion.
 7. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal, at the University's sole discretion.**
 8. Invoicing and Payment: Firm must complete Appendix II which is available at: [http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link Appendix 2.pdf](http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf)
 9. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.
 10. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to rescore proposals following oral presentations.
 11. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official

version of the solicitation issued by the Virginia Commonwealth University Purchasing Department 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, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications 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 the Purchasing Department.

12. **Exceptions:** Firm must note any exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.
13. Additional information is available at:
<http://go.vcu.edu/procurement-purchasing>

VIII. PRICING SCHEDULE:

Offeror shall provide pricing for:

The Contractor shall provide a price schedule for each good as outlined in Attachment A, "Pricing Schedule". ***Contractor must provide pricing for brand name items and is also welcome to give pricing on equal alternative brands. Please also remember that the full proposal must be submitted, not only the pricing schedule.***

IX. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU 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 or other contractual opportunities.

Offerors must submit complete Appendix I (see section XIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The University 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 reason why a particular Proposal was not deemed to be the most advantageous (Governing Rules Section 49.D). Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, 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 RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

EVALUATION CRITERIA

- | | |
|--|-----|
| 1. Qualifications and Experience | 30% |
| 2. Quality and Standard Turn Around Time | 25% |
| 3. Pricing Schedule | 30% |
| 4. SWaM Status/Utilization* | 15% |

**Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract.*

XI. GENERAL TERMS AND CONDITIONS:

- A. **PURCHASING MANUAL:** This RFP 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 VCU Procurement Services Office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.
- B. **APPLICABLE LAW AND COURTS:** This RFP 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 all applicable federal, state and local laws, rules and regulations.

- C. ANTI-DISCRIMINATION: By submitting their Proposals, Offerors certify to the Commonwealth and to VCU 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 Section 2.2-4311 of the *Virginia Public Procurement Act*. 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 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. (*Code of Virginia*, § 2.2-4343.1).

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

- A. During the performance of this Contract, the Contractor agrees as follows:
- a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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.
- B. 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 submitting their Proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien

workers or otherwise violate the provisions of 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 the 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: Failure to submit a Proposal on the official VCU 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. 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 VCU 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 thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (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 institution 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, VCU 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 VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) Contractor awarded a contract under this RFP is hereby obligated:
 - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - ii. To notify VCU and the Subcontractor(s), 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 VCU, 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 VCU.
- J. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions 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.
- K. QUALIFICATIONS OF OFFERORS: VCU 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 VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU 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.
- L. TESTING AND INSPECTION: VCU reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.
- N. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one 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 VCU Procurement Services Department 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 VCU 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 VCU'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 VCU with all vouchers and records of expenses incurred and savings realized. VCU 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 VCU within thirty (30) days from the date of receipt of the written order from VCU. 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or 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 VCU Procurement Service Office or with the performance of the Contract generally.
- O. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU 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 VCU may have in law or equity.
- P. USE OF BRAND NAMES: Unless otherwise provided in this RFP, 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 equal 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 VCU 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. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.
- Q. 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. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.
- R. INSURANCE: By signing and submitting a Proposal under this RFP, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages 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 §§ 2.2-4332 and 65.2-800 et seq. of the

Code of Virginia. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages 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. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.
- T. 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 violation 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 and/ 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.

- U. NONDISCRIMINATION OF CONTRACTORS: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. 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.

- V. 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 VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). The Selected Offeror/Vendor acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this Contract for University’s and its students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

XII. SPECIAL TERMS AND CONDITIONS:

- A. 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 Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The Contractor shall retain all books, records, 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. AWARD OF CONTRACT:

1. **AWARD:** Selection shall be made of one 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 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 reason why a particular proposal was not deemed to be the most advantageous. (*Governing Rules Section 49-D*). 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.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

- E. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- F. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (90) days. At the end of the sixty (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- G. **PROPOSAL PRICES:** Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- H. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- I. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

J. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code +4	RFP Title	

RFP #:7587811AZ -Promotional T-Shirts and Apparel / Buyer: Abigail P. Zaremba

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal 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.

L. 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 disqualified 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 intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

M. 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.

N. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

O. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

P. REFERENCES: Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

- Q. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period:
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. USE OF RECYCLED MATERIALS: Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:
1. Do any of the goods offered contain recycled materials? ☐ Yes ☐ No
 2. If so, please qualify the recycled material content: _____
- T. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- U. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- V. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have

any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- W. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- X. ELECTRONIC COPIES OF PROPOSALS:

The successful Contractor may be required to provide the VCU Department of Procurement Services with a copy of the Contractor's entire original proposal (to include all attachments), and all subsequent correspondence (i.e. responses to requests for clarification and documents generated through the negotiation process) in an unsecured electronic format (i.e. flash drive). **The Contractor SHALL NOT INCLUDE ANY PREVIOUSLY IDENTIFIED PROPRIETARY INFORMATION IN THE ELECTRONIC FORMAT; VCU will post the Contractor's original proposal, and all subsequent correspondence on the VCU Department of Procurement Services Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).**

- Y. GRAMM-LEACH-BLILEY ACT:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

- Z. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

XIII. CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.
- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XIV. ATTACHMENTS:

Appendix I: SwaM Form – Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf

Appendix II: Invoicing and Payment:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf

Attachment A- Pricing Schedule

Please find attached.



PROMOTIONAL CONSIDERATIONS

A DIVISION OF VANGUARD INDUSTRIES

Promotional Considerations, A Division of Vanguard Industries, Inc. was established in 1984. The company's primary business focus is the marketing of custom-branded promotional and premium products to corporate, government and retail accounts. We specialize in corporate programs that give our clients the ability to maintain a consistent corporate identity, coordinate their internal branding efforts and simplify the ordering process.

There are more than 18,000 firms of our type in the United States. Our sales rank us in the top 1% of all firms nationwide. Because of our size and buying power, we receive discounts from our key suppliers that we pass on as savings to our customers. Our product lines are extensive, totaling more than 400,000 items. Our website www.promoconsiderations.com offers an opportunity to search by product category in a secure online ordering system. These products which are manufactured in the USA and abroad, range from elegant leather goods and writing instruments to inexpensive plastic and vinyl items. We also offer a large inventory of corporate and casual apparel, sweatshirts, T shirts and other clothing. In addition to our basic product mix with are an authorized franchise for the most prestigious lines in our industry including Cutter & Buck, Adidas, Peter Millar, Nike Golf, Swiss Army Brands, and Waterman.

Our services include on site graphic design, embroidery, fulfillment, warehousing, and website hosting. We operate online stores for a variety of clients including McKesson, Jiffy Lube, HCA Hospitals, GE Fanuc, PRA, and LifeNet. We are the Official Merchandise Supplier for the 2015 UCI World Road Championships.

Promotional Considerations is a member of both of our industry's trade associations, The Promotional Products Association International and the Advertising Specialty Institute. We are founding members of the Premier Group, an industry buying group that that provides us with additional discounts from some of the most prestigious suppliers in our industry.

Monica Glavé ~ 3705 Saunders Avenue, Richmond, VA 23236

804-716-3402 office; 804-288-2330 fax

www.promoconsiderations.com ~ mglave@promoconsiderations.com



PROMOTIONAL CONSIDERATIONS

A DIVISION OF VANGUARD INDUSTRIES

July 14, 2017

Addendum to RFP#7587811AZ

- 1) All the shirts are Gildan brand per request.
- 2) All pricing reflects the shirt color black and the lowest quantity per line item.
- 3) Pricing will be honored 60-90 days and it can be revised quarterly.
- 4) All screens are for the FRONT and BACK of shirts. It is NOT for the sleeves or sides.
- 5) All pricing is delivered to VCU.

Monica Glavé ~ 3705 Saunders Avenue, Richmond, VA 23236

804-716-3402 office; 804-288-2330 fax

www.promoconsiderations.com ~ mglave@promoconsiderations.com



3705 Saunders Avenue · Richmond VA 23227
(P) 804.288.2224 · (F) 804.288.2330
www.promoconsiderations.com

Virtual Prototypes are meant to give you a rough visual. They do not represent exact color, size, or layout of final product.



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VCU

Request for Proposals

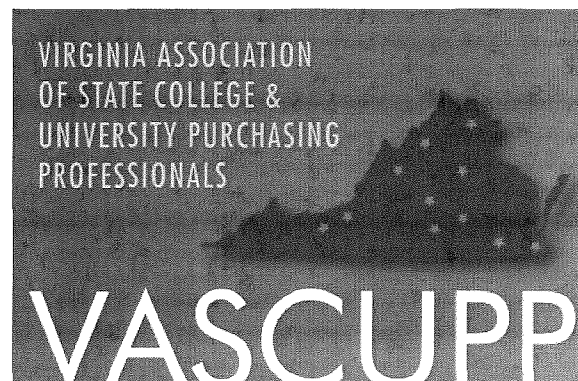
RFP #:7587811AZ

RFP Title #: Promotional T-Shirts and Apparel

Issuing Agency: Virginia Commonwealth University

Issue Date: June 9, 2017

Closing Date: July 14, 2017 @ 11am



A VASCUPP Member Institution

Request for Proposals RFP #7587811AZ

Issue Date: June 9, 2017

Title: Promotional T-Shirts and Apparel

Send all Proposals To: Virginia Commonwealth University
RFP #7587811AZ
Attention: Abigail P. Zaremba
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: July 14, 2017 @ 11am

Direct ALL inquiries concerning this RFP to: Abigail P. Zaremba, Senior Buyer
apzaremba@vcu.edu

Questions concerning this RFP must be received via email no later than: June 30, 2016 @ 4:00PM

This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7587811AZ, ATTENTION: Abigail P. Zaremba, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7587811AZ ATTN: Abigail P. Zaremba, BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

NAME AND ADDRESS OF COMPANY:



Monica Glavé

3705 Saunders Ave · Richmond, VA 23227
PH 804.288.2224 · FAX 804.288.2330
www.promoconsiderations.com
mglave@promoconsiderations.com

DUNS NO.: 01-645-9591

REGISTERED WITH eVA: () YES () NO

VIRGINIA DSBSD CERTIFIED: () YES () NO

DSBSD CERTIFICATION #:

Date:

By (Signature In Ink):

Name Typed:

Title:

Fax Number: ()

Toll free, if available

FEI/FIN NO.:

SMALL BUSINESS: () YES () NO

MINORITY-OWNED: () YES () NO

WOMEN-OWNED: () YES () NO

A Pre-Proposal conference will be held. See Section V herein.

THIS SOLICITATION CONTAINS 20 PAGES.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to seek proposals to enter into one or more contracts to provide promotional t-shirts/ apparel for Virginia Commonwealth University on an as needed basis.

The initial contract term shall be one (1) year, with the option of up to four (4) one (1) year renewals, to be executed upon mutual signed agreement of both parties.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution 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 lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

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

Additional information on cooperative procurement is available at:

[http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP Website Link Cooperative Procurement.pdf](http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP%20Website%20Link%20Cooperative%20Procurement.pdf)

II. GOVERNING RULES:

This solicitation is issued in accordance with the provisions of:

- A. Purchasing Manual for Institutions of Higher Education and their Vendors
(<https://vascupp.org/hem.pdf>)
- B. Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (<https://vascupp.org/rules.pdf>)

III. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

IV. THE UNIVERSITY:

Information is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_The_University.pdf

V. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at **11:00 am on June 22, 2017** at the:

**VCU Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284**

For directions and paid parking information visit:

<http://business.vcu.edu/about-the-school/our-location/directions--parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to apzaremba@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
866-842-5779 (United States and Canada)
832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

VI. STATEMENT OF NEEDS:

Please note full proposals must be submitted along with the pricing schedule. The pricing schedule alone will not be accepted

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. Contractor must meet the following minimum requirements.

1. Proposals shall include all related fees (if applicable) within the unit price of the apparel including but not limited to:

- a. Set-Up Fees
- b. Imprinting Fees
- c. Any Miscellaneous Fees
- d. Cost of Samples
- e. Art Assistance

2. Licensing: The contractor shall provide for sale only items purchased from VCU or a licensed merchandiser who possess the license with Collegiate Licensing Company (CLC) to print the University's logos. Go to <http://www.bsv.vcu.edu/trademarks-and-licensing/> to obtain additional information

B. Additional requirements:

- 1. Describe cost drivers/commodity prices related to your business and their relationship to tshirt/screen printing pricing.
- 2. Describe plan for providing pre-production samples of promotional items with logo.
- 3. Describe timeframe for providing adequate sample items, material, or color swatches.
- 4. Offeror shall provide multiple options for delivery (e.g. two week, one week, rush/3 day delivery).
- 5. Specify typical turnaround time for delivery (standard, rush, etc.) of the promotional items being offered.
- 6. Specify typical turnaround time for production (standard, rush, etc.) of the promotional items being offered.
- 7. Offerors will be required to provide a semi-annual summary report via excel spreadsheet, showing all orders placed by departments during the previous six month period. Reports shall include the type, quantity, and price paid for each item on an individual and aggregated basis.
- 8. Describe return policy and associated costs.
- 9. Describe quality control process.
- 10. Describe all screen-printing and imprinting services.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Instructions are as follows:

- 1. In order to be considered for award, proposal submissions must contain, at minimum, the following:
 - a. Responses to all requirements listed in the Statement of Needs above
 - b. Company Qualifications and Experience
 - c. A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.
 - d. Provide One Sample Screen Printed T-shirt
 - e. If providing an equivalent option please provide One Sample Screen Printed T-shirt
 - f. Pricing Schedule as required in Section VIII

g. SWaM documentation as required in Section IX

2. Complete and return page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror. By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.
3. Complete and return signed addenda acknowledgments (if applicable).
4. Submit one (1) original hard copy (paper) document of the entire Proposal, including all attachments and all proprietary information (see #7 below). Submit one (1) unsecured, electronic copy (on flash drive) of the entire Proposal including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. This disc or flash drive must be clearly marked on the outside that it **excludes** proprietary information.
5. Submit an unsecured electronic copy (on a flash drive) of the entire Proposal, including all attachments and proprietary information.
6. All information requested must be submitted. Failure to submit all information requested may result in the University requiring prompt submission 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 University, at the University's sole discretion.
7. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal, at the University's sole discretion.**
8. Invoicing and Payment: Firm must complete Appendix II which is available at: http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf
9. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.
10. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to rescore proposals following oral presentations.
11. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official

version of the solicitation issued by the Virginia Commonwealth University Purchasing Department 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, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications 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 the Purchasing Department.

12. **Exceptions:** Firm must note any exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.
13. Additional information is available at:
<http://go.vcu.edu/procurement-purchasing>

VIII. PRICING SCHEDULE:

Offeror shall provide pricing for:

The Contractor shall provide a price schedule for each good as outlined in Attachment A, "Pricing Schedule". ***Contractor must provide pricing for brand name items and is also welcome to give pricing on equal alternative brands. Please also remember that the full proposal must be submitted, not only the pricing schedule.***

IX. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU 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 or other contractual opportunities.

Offerors must submit complete Appendix I (see section XIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The University 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 reason why a particular Proposal was not deemed to be the most advantageous (Governing Rules Section 49.D). Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, 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 RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

EVALUATION CRITERIA

- | | |
|--|-----|
| 1. Qualifications and Experience | 30% |
| 2. Quality and Standard Turn Around Time | 25% |
| 3. Pricing Schedule | 30% |
| 4. SWaM Status/Utilization* | 15% |

**Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract.*

XI. GENERAL TERMS AND CONDITIONS:

- A. **PURCHASING MANUAL:** This RFP 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 VCU Procurement Services Office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.
- B. **APPLICABLE LAW AND COURTS:** This RFP 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 all applicable federal, state and local laws, rules and regulations.

- C. ANTI-DISCRIMINATION: By submitting their Proposals, Offerors certify to the Commonwealth and to VCU 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 Section 2.2-4311 of the *Virginia Public Procurement Act*. 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 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. (*Code of Virginia*, § 2.2-4343.1).

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

- A. During the performance of this Contract, the Contractor agrees as follows:
- a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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.
- B. 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 submitting their Proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien

workers or otherwise violate the provisions of 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 the 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: Failure to submit a Proposal on the official VCU 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. 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 VCU 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 thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (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 institution 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, VCU 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 VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) Contractor awarded a contract under this RFP is hereby obligated:
 - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - ii. To notify VCU and the Subcontractor(s), 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 VCU, 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 VCU.
- J. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions 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.
- K. QUALIFICATIONS OF OFFERORS: VCU 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 VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU 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.
- L. TESTING AND INSPECTION: VCU reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.
- N. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one 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 VCU Procurement Services Department 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 VCU 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 VCU'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 VCU with all vouchers and records of expenses incurred and savings realized. VCU 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 VCU within thirty (30) days from the date of receipt of the written order from VCU. 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or 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 VCU Procurement Service Office or with the performance of the Contract generally.
- O. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU 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 VCU may have in law or equity.
- P. USE OF BRAND NAMES: Unless otherwise provided in this RFP, 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 equal 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 VCU 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. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.
- Q. 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. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.
- R. INSURANCE: By signing and submitting a Proposal under this RFP, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages 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 §§ 2.2-4332 and 65.2-800 et seq. of the

Code of Virginia. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages 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. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.
- T. 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 violation 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 and/ 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.
- U. NONDISCRIMINATION OF CONTRACTORS: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. 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.

- V. **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 VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).** The Selected Offeror/Vendor acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this Contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

XII. SPECIAL TERMS AND CONDITIONS:

- A. **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 Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor shall retain all books, records, 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. AWARD OF CONTRACT:

1. **AWARD:** Selection shall be made of one 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 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 reason why a particular proposal was not deemed to be the most advantageous. (*Governing Rules Section 49-D*). 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.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

- E. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- F. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (90) days. At the end of the sixty (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- G. **PROPOSAL PRICES:** Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- H. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- I. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

J. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:



Monica Glavé

3705 Saunders Ave · Richmond, VA 23227

PH 804.288.2224 · FAX 804.288.2330

www.promoconsiderations.com

mglave@promoconsiderations.com

7.14.2017

Due Date

11am

Time

7587811AZ

RFP No.

Promotional T Shirts & Apparel

RFP Title

RFP #:7587811AZ -Promotional T-Shirts and Apparel / Buyer: Abigail P. Zaremba

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal 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.

L. 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 disqualified 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 intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

M. 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.

N. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

O. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

P. REFERENCES: Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. Patrick Barnes	Hopewell School System		804.541.6400
2. Kevin Harris	Marion		804.358.7166 x328
3. Wilson Flohr	CEO Richmond 2015/UCI	(former)	804.347.7000

- Q. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period:
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. USE OF RECYCLED MATERIALS: Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:
1. Do any of the goods offered contain recycled materials? ☐ Yes ☒ No
 2. If so, please qualify the recycled material content: _____
- T. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- U. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- V. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have

any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- W. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- X. **ELECTRONIC COPIES OF PROPOSALS:**

The successful Contractor may be required to provide the VCU Department of Procurement Services with a copy of the Contractor's entire original proposal (to include all attachments), and all subsequent correspondence (i.e. responses to requests for clarification and documents generated through the negotiation process) in an unsecured electronic format (i.e. flash drive). **The Contractor SHALL NOT INCLUDE ANY PREVIOUSLY IDENTIFIED PROPRIETARY INFORMATION IN THE ELECTRONIC FORMAT; VCU will post the Contractor's original proposal, and all subsequent correspondence on the VCU Department of Procurement Services Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).**

- Y. **GRAMM-LEACH-BLILEY ACT:**

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

- Z. **PROTEST:**

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

XIII.CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.
- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XIV.ATTACHMENTS:

Appendix I: SwaM Form – Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf

Appendix II: Invoicing and Payment:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf

Attachment A- Pricing Schedule

Please find attached.



RFP 7587811AZ - Addendum #1

ADDENDUM NO.1 TO ALL OFFERORS:

Date: June 23, 2017
Reference - Request for Proposals: RFP# 7587811AZ
Title: Promotional T-Shirts and Apparel
Issue Date: June 9, 2017
Proposal Due: July 14, 2017 @ 11am, EST

The Addenda includes the following information:

Notes from optional Pre-proposal dated June 22, 2017 @ 11AM:

- **Deadline for questions: June 30, 2017 @ 4 PM EST**
- **Submit one (1) original hard copy (paper) document of the entire Proposal, including all attachments and all proprietary information (see #7 below). Submit one (1) unsecured, electronic copy (on flash drive) of the entire Proposal including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. This disc or flash drive must be clearly marked on the outside that it excludes proprietary information. Submit an unsecured electronic copy (on a flash drive) of the entire Proposal, including all attachments and proprietary information.**
- **Appendix I – If you are a SWaM vendor you DO NOT have to submit Appendix 1; however, if you are NOT –Appendix 1 must be submitted.**
- **EVALUATION CRITERIA**
 - 1. Qualifications and Experience 30%**
 - 2. Quality and Standard Turn Around Time 25%**
 - 3. Pricing Schedule 30%**
 - 4. SWaM Status/Utilization* 15%**
- **Due Date: July 14th, 2017@ 11am EST**
- **Make sure to complete whole proposal not just the price sheet for your proposal to be considered.**
- **Please also send the “samples” as black t-shirts and gold screen print.**

Question #1 – The Quantity Range, is this something we should average.

Answer #1 – As you all should be aware this is a term contract, not for just one order. The quantities outlined in the spreadsheet should reflect what the pricing per order, not what we would order through the year.

Question #2 – Turn Around Time depends on quantity. Should we include that for all quantity ranges?

Answer #2 – Yes, that will be helpful and definitely be considered in our evaluations. We also sometimes have to turn around an order for 8,000 T-shirts in a week. We need to know your capabilities.

Question #3 – All Shirts are G5000?

Answer #3 – NO, there are several tabs on the spreadsheet so please look at each tab.

Question #4 – You want to stick with the Gildan

Answer #4 – We want pricing for the Gildan brand. You can provide pricing for an equivalent or better, but you must fill out the pricing for the Gildan. You must submit a sample of your work on Gildan brand T-shirt and if you are proposing an equivalent you must submit a sample of that as well.

Question #5 – When will the contract(s) be awarded?

Answer #5 – We have to score and review your proposals, but we do not intend on prolonging the experience, we would like to award as soon as possible.

Question #6 – Will the award be posted publicly?

Answer #6 – Yes.

Question #7 – Are you looking for PMS Match?

Answer #7 – Yes, PMS match is needed for certain projects. The primary colors for VCU athletics are black and VCU Gold with white as a support color. Our brand manual lists the following specifics for VCU Gold:

VCU Gold

(in lieu of Pantone 130)

Process Equivalent: 0c 27.5 100y 0k

RGB Equivalent: 255r 179g 0b

Madeira Thread: 1125, RA 2466, GS/Sulky 1124

Hex Code: #F1AB00

Question #8 – Can you go over the evaluation criteria again?

Answer #8 – • EVALUATION CRITERIA

1. Qualifications and Experience 30%
2. Quality and Standard Turn Around Time 25%
3. Pricing Schedule 30%
4. SWaM Status/Utilization* 15%

Question #9 – On the pricing sheet, there is no space for the set up fee.

Answer #9 – If we are doing one or two colors the cost should be included in the line item. If there are extra costs associated, that should go in the Column that says extra costs.

Question #10 – How many contracts do you intended to award?

Answer #10 – We are not sure yet, how many contracts will be decided on the quality of your proposals.

Question #11 – Will all of these shirts be shipped to the same place?

Answer #11 – No, we started this process for Athletics', but we want this to be a contract that can be utilized university wide.

Question #12 – Prices with a term contract are usually goof for a year, our pricing changes throughout the year, like we have specials and sales.

Answer #12 – Prices are good for the whole year, but if at any time you have promotional offers that beat your contract pricing you can offer that to our customer base under this contract.

Question #13 – Part of this VASSCUP coalition to use local vendor's correct?

Answer #13 – Yes, this may not become an official VASSCUP contract but it is an cooperative contract and with the vendor's permission any of our VASSCUP may utilize this contract.

Question #14 – Small question, typo error. PG 16 section F it says sixty then (90).

Answer #14 –. Yes that is a typo, we would like your proposals to be valid ninety (90) days, not sixty (60).

Question #15 – Each group is by style, but doesn't indelicate the color of shirt and we treat black differently... We do an underlay of white then we would put let's say gold on it. How do you want us to price this?

Answer #15 – Write and explain that in the proposal and your cost variance might be due to the color. You may also add that cost in Column N. Add Column N yourself as Price with Underlay.

Question #16 – Are the colors of the shirts going to be just black, white and gold?

Answer #16 – No the t-shirts can be any color for depending on the event we are doing.

Question #17 – I just want to be clear, I should bid it each line item?

Answer #17– Yes, we are not going to place just one order, there will be several orders so all line items must be filled out?

Questions must be submitted in writing (via email) to the Senior Buyer, Abigail P. Zaremba (apzaremba@vcu.edu) , no later than **June 30, 2016 @ 4:00PM EST**. All questions asked and responses will be sent to all firms via an addendum on eVA. For any question(s) asked that may change the scope of the requirements a written addendum will be posted on the eVA Website.

The Conference Register is attached to this Addendum.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Abigail P. Zaremba

Abigail P. Zaremba, Senior Buyer
Procurement Services

**I hereby acknowledge receipt of Addendum #1 for RFP# 7587811AZ
– Promotional T-Shirts and Apparel**

Name of Firm

Monica Glavé

Signature/Title

account executive

Date

7.14.2017



Monica Glavé

3705 Saunders Ave · Richmond, VA 23227

PH 804.288.2224 · FAX 804.288.2330

www.promoconsiderations.com

mglave@promoconsiderations.com

RFP - Conference Register

RFP NUMBER: <u>7587811AZ</u>	TITLE: <u>Promotional T-Shirts and Apparel</u>
RFP OPENING DATE AND TIME: <u>June 9, 2017</u>	
DATE-TIME PRE-PROPOSAL CONFERENCE:	<u>June 22,</u> <u>2017@11:00AM</u>
OFFICIATED BY: <u>Abigail P Zaremba</u>	REGISTRAR: <u>Abigail P Zaremba</u>

CONFERENCE REGISTER for RFP # 7587811AZ Promotional T-Shirts and Apparel

PLEASE PRINT

(1) [Signature]
Signature

Name Printed: Alycia Trice
Name of Firm: Corporate Imprints
Address: 6717 Janway Road
City & State: Richmond VA 23228
Phone No.: 804-814-9534
E-mail Address: trice@corporateimprints.com
☒ Minority-owned ☒ Women-owned

(2) [Signature]
Signature

Name Printed: Monica Glawe
Name of Firm: Promotional Considerations
Address: 3705 Saunders Ave
City & State: Richmond VA
Phone No.: 804-716-3402
E-mail Address: MGLAWE@PROMOCONSIDERATIONS.COM
☐ Minority-owned ☐ Women-owned

(3) _____
Signature

Name Printed: _____
Name of Firm: _____
Address: _____
City & State: _____
Phone No.: _____
E-mail Address: _____
☐ Minority-owned ☐ Women-owned

Source: [Pulis]

Revised: 6/22/2017

RFP – Conference Register – Conference Call In's

RFP NUMBER: 7587811AZ TITLE: Promotional T-Shirts and Apparel

RFP OPENING DATE AND TIME: June 9, 2017

DATE-TIME PRE-PROPOSAL CONFERENCE: June 22,
2017@11:00AM

OFFICIATED BY: Abigail P Zaremba REGISTRAR: Abigail P Zaremba

Dana Giesen & John

Eleven West, Inc.

6598 New River Road | Fairlawn VA 24141

Local: 540-639-9319

Kelly Anderson & Tim Johnson |

ID America

Promotional Products | Corporate Wearables |

(866.549.2494 | Fax 866.549.1123 |

Melinda Ayotte

Nextier Group, LLC

10 E. Franklin Street, Suite 500

Richmond, VA 23219

www.nextierapps.com

(585) 880-9248



RFP 7587811AZ - Addendum #2

ADDENDUM NO.2 TO ALL OFFERORS:

Date: June 28, 2017
Reference - Request for Proposals: RFP# 7587811AZ
Title: Promotional T-Shirts and Apparel
Issue Date: June 9, 2017
Proposal Due: July 14, 2017 @ 11am, EST

The Addenda includes the following information:

Pg. 6 of the RFP states:

2. Licensing: The contractor shall provide for sale only items purchased from VCU or a licensed merchandiser who possess the license with Collegiate Licensing Company (CLC) to print the University's logos. Go to <http://www.bsv.vcu.edu/trademarks-and-licensing/> to obtain additional information.

We would like to amend the wording to say :

If not already licensed upon award of contract, contractor shall apply for license with Collegiate Licensing Company (CLC) after award. No new licenses will be issued before the contracted award(s). Before first order after award, the contractor shall provide for sale only items purchased from VCU or a licensed merchandiser who possess the license with Collegiate Licensing Company (CLC) to print the University's logos. Go to <http://www.bsv.vcu.edu/trademarks-and-licensing/> to obtain additional information.

Questions must be submitted in writing (via email) to the Senior Buyer, Abigail P. Zaremba (apzaremba@vcu.edu) , no later than **June 30, 2016 @ 4:00PM EST**. All questions asked and responses will be sent to all firms via an addendum on eVA. For any question(s) asked that may change the scope of the requirements a written addendum will be be posted on the eVA Website.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not

constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Abigail P. Zaremba

Abigail P. Zaremba, Senior Buyer
Procurement Services

I hereby acknowledge receipt of Addendum #1 for RFP# 7587811AZ
- Promotional T-Shirts and Apparel

Name of Firm

Monica Glavé

Signature/Title

Account executive

Date

7.14.2017



Monica Glavé

3705 Saunders Ave · Richmond, VA 23227

PH 804.288.2224 · FAX 804.288.2330

www.promoconsiderations.com

mglave@promoconsiderations.com



RFP 7587811AZ - Addendum #3

ADDENDUM NO.2 TO ALL OFFERORS:

Date: July 6, 2017, 2017
Reference - Request for Proposals: RFP# 7587811AZ
Title: Promotional T-Shirts and Apparel
Issue Date: June 9, 2017
Proposal Due: July 14, 2017 @ 11am, EST

The Addenda includes the following information:

Additional Questions:

1. Section VI (Statement of Needs), Subsection A, Part 1 states, "Contractor must meet the following minimum requirements. 1. Proposals shall include all related fees (if applicable) within the unit price of the apparel including but not limited to: a. Set-Up Fees b. Imprinting Fees c. Any Miscellaneous Fees d. Cost of Samples". I'm assuming that freight is considered a "Miscellaneous Fee". Quantity will have a direct impact on freight. How do you want freight accounted for without identifying a quantity? Additionally, IDAmerica has the capability to provide screenprinting RUSH services ranging from 24 hours to 5 days. Each of these services carries a different fee. Is it acceptable to include costs for 5 Day Rush Service on Attachment A and handle any other requests on a case by case basis? Yes please included RUSH services cost info.
2. Part 2 reads, "Licensing: The contractor shall provide for sale only items purchased from VCU or a licensed merchandiser who possess the license with Collegiate Licensing Company (CLC) to print the university's logos." Are you looking for an "*Internal Usage*" licensee or an "*External Usage*" licensee? Will these jobs involve royalties (*external usage*) and, if so, which jobs involve external usage licensing and royalties? Is it a requirement that our suppliers be licensed as well? I can only speak for Athletics, but our jobs will not involve royalties.
3. Section VI (Statement of Needs), Subsection B, Part 1 asks, "Describe cost drivers/commodity prices related to your business and their relationship to t-shirt/screenprinting pricing." Are you able to elaborate on what information you're looking for? Economic drivers on supplier t-shirt costs and what drives local imprinting costs? Or items like offshore economic climate and fuel price fluctuations, etc.? Any information you can provide about any such items that affect your business will be useful.
4. Section 2 asks, "Describe plan for providing pre-production samples of promotional items with logo." Are you requesting a plan for t-shirt pre-proofs only? Or both promotional items and t-shirts? Both please. A physical proof is preferred but digital proof also accepted.
5. Please clarify section "E" under Section VII – Subsection A, Part 1. You must respond to all of the requirements to be considered. Simply submitting a price schedule will not suffice. You must present a real proposal including samples of your product.
6. Section X outlines the award criteria. "Qualification and Experience" 30% of the equation. Where, in the proposal, do we include the narrative outlining our experience and qualifications? This is up to you to decide to format your proposal. The pricing schedule is not the only part we are looking for. We want a complete proposal.

7. Section XI, Subsection H - Is there a link to the mandatory form? Traditionally, we have responded with our own proposal/response format. I don't see a link to the mandatory form within the link that you provided. Please advise which format is required: our standard proposal or VCU's mandatory form? NO mandatory form except to include the pricing schedule.
8. Attachment A (pricing spreadsheet) does not differentiate the 3 cost variable color groups – white, heathers, all other colors. We are suggesting quoting white only in column E and adding columns N(heathers) and O(all other colors) to show thier additional costs. We will outline this adjustment in our proposal. Will this be acceptable? Column N is referenced in Addendum 2 and will be used for cost variance if you must do a color underlay. You can use Columns O-Z for anything else you would like to add.
9. Included in Addendum A, column A (T-shirt Order Quantity) were price breaks for quoting t-shirts. IDAmerica's pricing structure is based upon different price breaks from those reflected in the addendum. Is it acceptable to use our breaks for the purposes of this addendum? If not, I think VCU will miss some savings opportunities if we use the provided price breaks. Please average the costs to match our breakdown. This is the only way we can compare pricing fairly.
10. I would like to request estimated order quantities per year per item as well as bid tabulations if available. From Athletics, approximately 40,000-50,000 , but this will be made available to the whole university. This is our first time doing this type of RFP and have no historical data. This is just estimates.
11. Is there an editable copy for purposes of embedding responses? NO.
14. Can shipping charges be a separate line item per line? Yes

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Abigail P. Zaremba

Abigail P. Zaremba, Senior Buyer
Procurement Services

**I hereby acknowledge receipt of Addendum #1 for RFP# 7587811AZ
- Promotional T-Shirts and Apparel**

Name of Firm
Monica Glave
Signature/Title
Account Executive
Date
7.14.2017



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