

CONTRACT MODIFICATION AGREEMENT

Date: June 2nd, 2023

Contract No.: VTS-973-2019

Modification No.: 1

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Eleven West Inc

Commodity: Promotional Items

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The Criminal Conviction Check Term and Condition within this contract is hereby replaced in its entirety and replaced with the following:

CRIMINAL CONVICTION CHECKS: All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

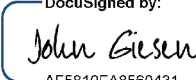
- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
- b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal

conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.

- c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

Except as provided herein, all terms and conditions of Contract Number VTS-973-2019, as heretofore changed, remain unchanged and in full force and effect.

Contractor

By:  _____
DocuSigned by:
AF5810FA8560431...
(Signature)
John Giesen President

Name and Title

Virginia Tech

By:  _____
DocuSigned by:
5943314F5CD3478... Mary Helmick
Director of Procurement



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

July 5, 2022

Eleven West Inc.
Attn: John Giesen
6598 New River Rd
Radford, VA 24141

Dear Mr. Giesen:

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTS-973-2019
Commodity/Service: Promotional Items
Renewal Period: September 7, 2022 – September 6, 2024
Renewal #: (2) two-year renewal (Last Renewal)

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement as soon as possible.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.


In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,
Angela Caldwell
Buyer

Telephone: (540) 231-1269

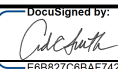
Eleven West Inc. **agrees** to renew the contract under the terms and conditions of the subject contract.

Authorized Signature:  Date: 7/5/2022
Name: John Giesen Title: President
(please print)

We currently participate in the Wells One Program. _____

We would like to participate in the Wells One Program _____

PQ/

Approved: 
Adam C. Smith
Associate Director of Procurement – Capital Construction
Date: 7/6/2022

Screen Printing • Embroidery • Promotional Items
ELEVENWEST

Dear Angela Caldwell,

Please consider this letter as official notice that all prices on VT Contract VTS-973-2019 will increase by 5.9% in accordance with the provisions of the contract regarding COLA increases.

If you have any questions or concerns please contact me.

Thank you for attaching this to the current contract.

Best Regards,



John Giesen

President

Eleven West, Inc



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

July 15, 2020

Eleven West Inc.
 Attn: John Glesen
 6598 New River Rd
 Radford, VA 24141

Dear Mr. Glesen:

Subject: Contract Renewal Letter


Virginia Tech Contract #: VTS-973-2019
 Commodity/Service: Promotional Items
 Renewal Period: September 7, 2020 - September 6, 2022
 Renewal #: (1) two-year renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement as soon as possible.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.

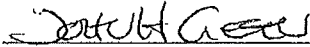
In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,
 Daysha Holmes 
 Assistant Director for Supplier Opportunity

Telephone: (540) 231-1269

Eleven West Inc. agrees to renew the contract under the terms and conditions of the subject contract.

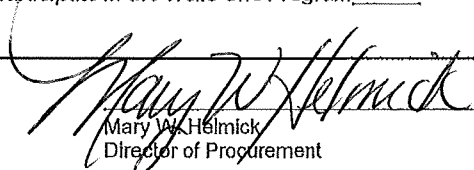
Authorized Signature:  Date: 7-16-2020
 Name: JOHN H GLESEN Title: PRESIDENT
 (please print)

We currently participate in the Wells One Program.

We would like to participate in the Wells One Program.

DH/sr

Approved:


 Mary W. Helmick
 Director of Procurement

Date: _____

Contractor Information Form

Date	July 15, 2020
Term Contract Number	VTS-973-2019
Contract Officer	Daysha Holmes
Contractor Full Legal Name	Eleven West, Inc.
Contractor DBA Name	Eleven West, Inc.
Contractor Billing Name	Eleven West, Inc.
Contractor Federal Taxpayer Number	
Purchase Order Address P O Box/Street Address City State Zip Code	6598 New River Rd Radford, VA 24141
Payment Address P O Box/Street Address City State Zip Code	(same as above)
Contractor Signatory Contact Name	John Giesen
Contractor Signatory Contact Phone	540-639-9319
Contractor Signatory Contact Email	john@elevenwest.com
Contractor Sales Person Contact Name	John Giesen
Contractor Sales Person Contact Phone	540-639-9319
Contractor Sales Person Contact Email	john@elevenwest.com
Contractor Fax Number	540-639-6683
Contractor Web Site	www.elevenwest.com
Comments:	

JG

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-973-2019

This contract entered into this 7th day of September 2018 by Eleven West, Inc hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide promotional items to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From September 7, 2018 through September 6, 2020 with an option for two-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

FREIGHT: Contractor will incorporate Virginia Tech's inbound freight program for shipping orders to the university by utilizing the university's third party carrier number and referencing the university's PO number on the shipping label. It is understood that some of the contractor's suppliers may charge a handling fee when shipping via a third party carrier number. This may include a per-box fee or a flat fee. In those circumstances, both parties acknowledge that the handling fee will be passed along to the university. If the shipper fails to provide the university's PO number on the shipping label, freight charges may be returned to the shipper and any resulting carrier fees may not be passed along to the university.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0055170 dated April 4, 2018, together with Addendum Number 1 To RFP dated April 23, 2018, the proposal submitted by the Contractor dated May 9, 2018, Virginia Tech's letter dated August 3, 2018, the Contractor's letter dated August 3, 2018, Virginia Tech's letter dated August 30, 2018, and the Contractor's letter dated August 30, 2018, all of which Contract Documents are incorporated herein.

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

Contractor
By: JOYCE H GIESU
(Signature)
JOYCE H GIESU PRES.
Name and Title

Virginia Tech
By: Kimberly Dulaney
Kimberly Dulaney, CPSM, CUPO
Assistant Director and Contracts Manager



Request for Proposal # 0055170

For

Promotional Items

April 4, 2018

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

RFP 0055170
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Daysha Holmes, Contracts Specialist Phone: (540) 231-1269 e-mail: daysha94@vt.edu.

DUE DATE: Proposals will be received until May 9, 2018 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

_____ **Large**

_____ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

_____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

_____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES _____ NO _____

SIGNATURE _____ Date: _____

Revised 01/01/2018

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish multiple contracts through competitive negotiations for Promotional Items by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for two (2) year(s), or as negotiated. There will be an option for two (2) two (2) year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, *Ut Prosim* (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, lip balm, etc. Virginia Tech desires to partner with local contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel. Virginia Tech shall provide and approve all logo(s) to be used on promotional items.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

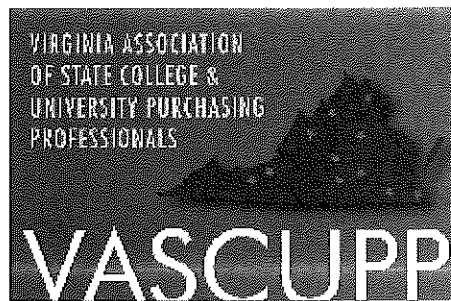
There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the

eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

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

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

Contractor will be required to use licensed material in accordance with Virginia Tech Guidelines.

The Contractor shall provide the services as requested below. This scope of services is representative and actual services requested may be more or less comprehensive than those outlined herein. Contractor may be assigned tasks to include, but not be limited to, the following;

- A. Provide a link to a complete electronic catalog containing all available promotional items being offered. Include published price list or instructions on how to access published price list electronically.
- B. The ability to customize electronic catalog for the University.
- C. Provide marketing plan to communicate your company to campus.
- D. List all contact information for ordering, invoicing, customer service, etc.
- E. Provide experience in working with various departments at educational institutions similar at Virginia Tech. Include method for collaboration for individual orders.
- F. Provide plan for pre-production samples of promotional items with logo.
- G. Provide timeframe for adequate sample items, material, or color swatches.
- H. Describe delivery options and policies, including in-stock, rush, and manufacturing order for the promotional items being offered. All orders shall be FOB destination. Include information regarding delivery costs and/ or free delivery.
- I. Specify typical turnaround time for delivery (standard, rush, etc.) of the promotional items being offered.
- J. Describe return policy and associated costs.
- K. Describe the process for replacement of defective, broken, or damaged promotional items.
- L. Describe quality control process.
- M. Provide sample quote and invoice.
- N. Describe all embroidery, screen-printing, and imprinting services and associated costs.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Plan for Providing Services:

- a. Complete a detailed description of the Offeror's method and plan for providing the services described herein in the Statement of Needs, Section VII.A through N.
- b. Description of specific services the Offeror proposes to provide to include, but not be limited to, when the services will be performed, by whom, and the anticipated time duration for typical services.

2. Qualifications and Experience:

- a. Complete a detailed description of the Offeror's qualifications and experience relative to the services described herein.
- b. Description of the Offeror's experience with the following:
 - 1) Working with universities to create innovative strategies that helped achieve goals.
 - 2) Experience with specialized institutions such as student and faculty for promotional items.
- c. Offeror's organization data, including size and structure of firm, joint venture and/or subcontractor arrangements if any, location of branch offices, and financial standing.
- d. Listing of Offeror's management and staff personnel to be used for this contract, designated by discipline and detailing qualifications and experience relative to the services described herein, including a short job description for each position. Include a résumé of each and proof of required certifications, if any.
- e. If you have an existing VASCUPP contract, please provide as a response to this solicitation.
- f. Are you currently an approved/licensed vendor and which schools are you approved and licensed with?

3. Price:

- a. Suggest a pricing format for services provided, either by hour or by service type. Include your requested prices for your suggested pricing format. Please note that Virginia Tech cannot enter into a cost-plus type of contract.
- b. Discuss price firmness and provide a plan for conveying price decrease/increase if Virginia Tech elects to renew the contract.
- c. Outline any additional expenses to be reimbursed that fall outside of the normal hourly or service type rate.

4. References:

Provide four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address, and the name and phone number of the individual

Virginia Tech has your permission to contact. Identify work or projects similar in scope and size to those being requested in this Request for Proposal.

5. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

6. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) original and six (5) copies** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
- b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 2.e. below.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	20
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	25
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	<u>100</u>

B. Award To Multiple Offerors:

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

XI. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 pm on April 18, 2018. Inquiries must be submitted to the procurement officer identified in this solicitation.

XII. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XIII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIV. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html/docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XVI. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services 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 Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVII. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVIII. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user department shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority

to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

C. Daysha Holmes, Contracts Specialist, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XIX. ATTACHMENTS:

Attachment A - Terms and Conditions

Attachment B - Zone Map for Cooperative Contracts

Attachment C - Sample of Standard Contract Form

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_01012018.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement, and should be provided at favored nations pricing, terms and conditions.
- B. AUDIT:** The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access 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 Virginia Tech 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. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: _____

Name of Bidder or Offeror	Due Date	Time Due

Street or Box No.	Solicitation Number	

City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: _____

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

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

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Daysha Holmes
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

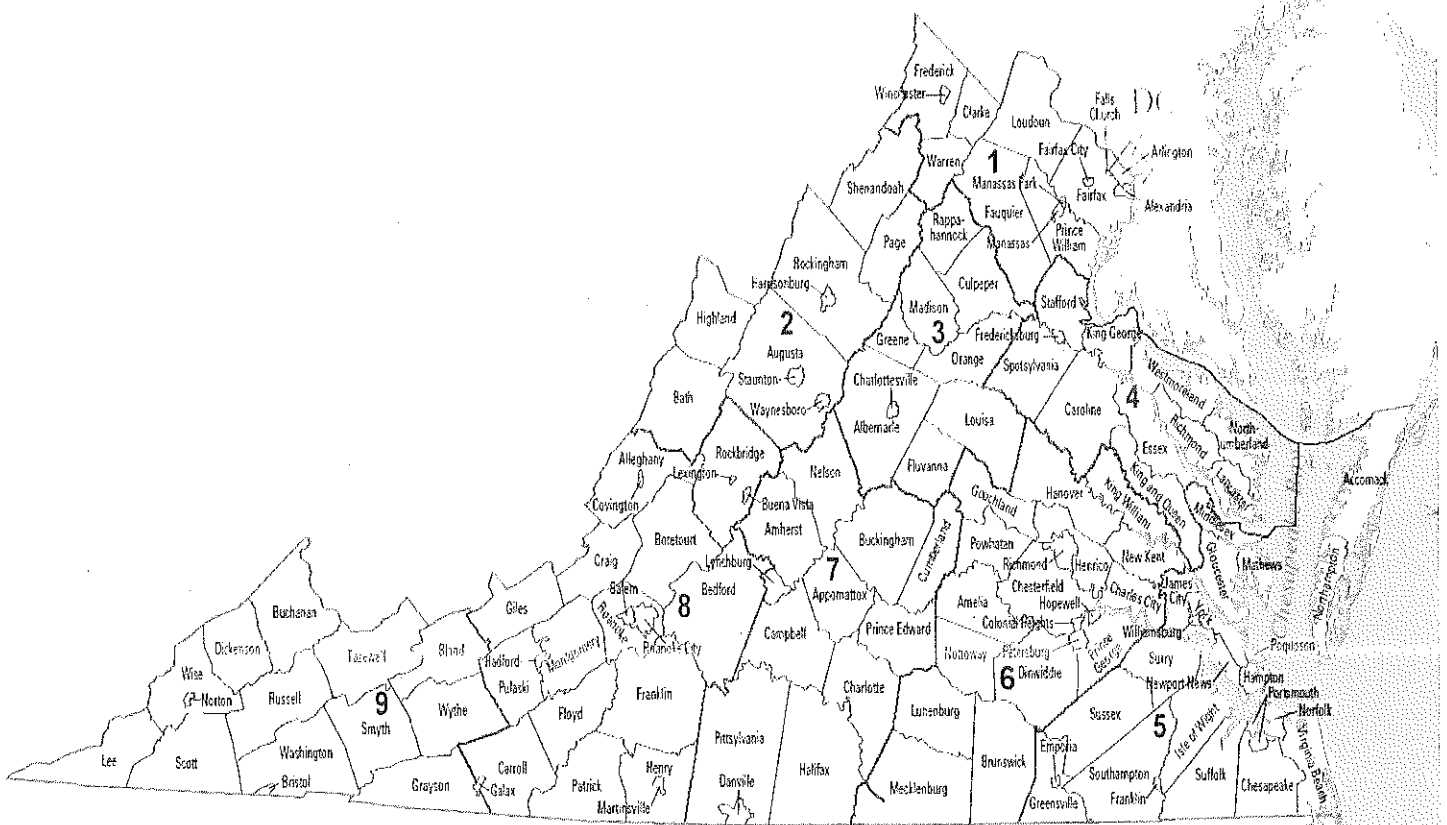
- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech 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. LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
- C. SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

ATTACHMENT B

Zone Map



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

List of member institutions by zones

Zone 1
George Mason University
(Fairfax)

Zone 2
James Madison University
(Harrisonburg)

Zone 3
University of Virginia
(Charlottesville)

Zone 4
University of Mary Washington
(Fredericksburg)

Zone 5
College of William and Mary
(Williamsburg)
Old Dominion University (Norfolk)

Zone 6
Virginia Commonwealth University (Richmond)

Zone 7
Longwood University
(Farmville)

Zone 8
Virginia Military Institute
(Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)

Zone 9
University of Virginia - Wise
(Wise)

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone

ATTACHMENT C

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which Contract Documents are incorporated herein.

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

Contractor:

Virginia Tech

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM # 1 TO RFP # 0055170

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE	Original DUE DATE AND HOUR
Monday, April 23, 2018	Wednesday, May 9, 2018, 3:00 p.m.

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Daysha Holmes, Contracts Specialist
E-MAIL ADDRESS: daysha94@vt.edu TELEPHONE NUMBER (540) 231-1269
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Promotional Items

1. The following questions have arisen as a result of the aforementioned RFP:

Question 1: Will the e-catalog need to be designated per school or department? As an example, will the logo need to be available per school or department depending on the users?

Virginia Tech Answer: No, the expectation is there would be one e-catalog for all of Virginia Tech.

Question 2: Will the e-catalog need super user access?

Virginia Tech Answer: Not that we are aware of. Include in your proposal what, if any, functionality is offered to a super user.

Question 3: Will the e-catalog be the only source available for purchasing? Or can a department simply source an item with an approved vendor through a phone call or e-mail?

Virginia Tech Answer: A department can source an item with an approved vendor through a phone call or e-mail but a quote must be provided.

Question 4: Is the user allowed to order any dollar volume?

Virginia Tech Answer: Yes as long as the user is ordering against the contract, the pricing is tied back to the contract, and is auditable.

Question 5: Are budgets needed for the e-catalog in order to control spend by department or user?

Virginia Tech Answer: No, departments will manage their own budget.

Question 6: Will there be any inventory requirements of the vendor? Will a vendor have to hold inventory or maintain par levels or products?

Virginia Tech Answer: The vendor will work with individual departments and make that determination. Timeliness of providing orders is important to Virginia Tech.

Question 7: Are customers allowed to stray from the VT Brand Guidelines? As an example, can a History Professor order a t-shirt with a co-branded logo for an event or specific outing? If so, is there an approval process? If no, how is that enforced?

Virginia Tech Answer: All customers must adhere to the VT Brand Guidelines. Vendor will be accountable to adhere to VT Brand guidelines.

Question 8: Will each order need to be reviewed by the licensing director for brand compliance? If so, what is the time frame for return?

Virginia Tech Answer: Yes. It varies as the artwork needs to go to IMGCL 360 system first then to us. We always make sure the art we receive has a 24-hour turnaround.

Question 9: Are all orders considered internal consumption by licensing?

Virginia Tech Answer: Yes there is a payment. Below are two links of information from our licensing page:
<http://www.clc.com/Licensing-Info.aspx>
<http://www.clc.com/CollegiateLicensing/media/PDFDOCS/Institution-List-as-of-January-2018.pdf>

Question 10: Do all orders have to be sent to IMG – CLC for review? If so, what is the time frame for return?

Virginia Tech Answer: Yes. Please refer to question #8.

Question 11: In regards to SWaM, does a small business meet basic requirements if it is less than 250 employees OR less than \$10 Million in sales? To be clear, it is not BOTH less than 250 employees and \$10 Million in sales?

Virginia Tech Answer: Correct, you have to have one of those requirements. Please refer to <https://www.sbsd.virginia.gov/>

Question 12: Will all orders be FOB destination? Will all vendors be required to quote delivered prices?

Virginia Tech Answer: Yes, all orders will be FOB destination. Yes, all vendors will be required to quote delivered prices. We have our inbound freight program which is our preferred method for shipment to campus. Please refer to http://www.procurement.vt.edu/content/dam/procurement_vt_edu/procedures/how/Freight%20Management%20Services.pdf.

2. Section VIII. B.1., in the original RFP, is hereby deleted and replaced in its entirety with the following:

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

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100

300 Turner Street NW
Blacksburg, Virginia 24061

Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

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

3. All other terms, conditions and descriptions remain the same.
4. The due date and hour remains **Wednesday, May 9, 2018, 3:00 p.m.**

I acknowledge that I have read and understand this addendum in its entirety.

Signature

Date



Request for Proposal # 0055170

For

Promotional Items



April 4, 2018

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

Table of Contents

- 1.) Intro Letter
- 2.) Bio Letter
- 3.) General Information Form
- 4.) Proposal
- 5.) Terms and Conditions
- 6.) Addendum #1
- 7.) SWAM Certification
- 8.) Example of Eleven West Order Documents
- 9.) Micro Business Certification Letter
- 10.) VT VASCUPP Supplemental Contact
- 11.) VCU VASCUPP Contact
- 12.) T-Shirt Screen-Printing Price List
- 13.) Embroidery Price List

ELEVEN WEST

embroidery screen printing specialty products

May 7, 2018

Dear Daysha,

Eleven West is pleased to have the opportunity to submit this proposal in response to your RFP #0055170.

Eleven West has had a long and mutually beneficial relationship with Virginia Tech and we hope this proposal will insure and strengthen that relationship in the future.

We trust you will find this proposal thorough and in the order as requested. We also trust that as you review this proposal you will find many benefits to working with Eleven West. We were awarded a similar contract in September of 2017 by VCU, the details of that contract are included in the body of this proposal.

We know that selecting vendors to partner with will be an arduous process but we believe the outcome will be mutually beneficial if we are awarded a contract.

Best Regards,



John Giesen

President, Eleven West, Inc

ELEVEN WEST

embroidery screen printing specialty products

To Whom It May Concern,

Eleven West, Inc. had humble beginnings when it started in 1977 with two guys working out of a basement. It now operated in it's own 9,000 square foot building and employees, on average, 18 people.

Eleven West's owner, John Giesen, started out part-time when he was 17. In 1986 when one of the original owners needed to sell his half of the business and run the family farm, John became part owner of Eleven West. In 2008 the other owner needed to retire due to health issues, John bought the entire business and has continued to run it with his wife, Dana.

Currently, production equipment includes four manual screen-printing presses, one automatic screen-printing press, two six-head embroidery machines and a one head embroidery machine. We also have the ability to personalize textiles (shirts, bags, etc.) with individual names and numbers.

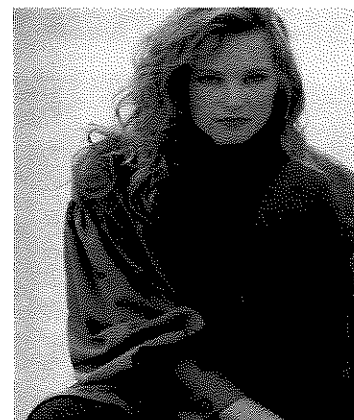
We have a full-time graphic artist, she graduated from Radford University, on site to assist customers with all design elements including placement, colors, fonts, sizing, and more.

Throughout the years, Eleven West has been part of many trends, both local and national. With each trend, new technique, skills, and equipment are tried, tested, and perfected.

We had the honor of printing the stockings in this image, to the right, that appeared in various magazines in the early 1980's.

We worked with Frank Beamer, retired Virginia Tech Head Football Coach, to coin the term "Beamer Ball" and also came up with the initial designs and items.

We have worked with and continue to work with countless University departments, clubs, Greek groups, and other student groups.



We work closely with the retail stores at Quantico, and other bases around the country to provide USMC, DEA, FBI, and NCIS screen-printed items to those visiting and living on the base. Some items are printed specifically for souvenir purposes, while others are required uniform items for incoming classes.

Last year we worked with the USMC to develop a private label USA Made line of clothing for military bases around the country, called the Semper Fi Collection.

We produced lanyards for the TV show the X-Files.

While we do actively seek business, the majority of our business comes from word of mouth. The X-Files ordered because they saw the quality of our work at Quantico. Our customers on the base told them of our excellent service, products, and quality.

We have a history of producing small and large orders with quick turnarounds for athletic teams who are in need of championship apparel on short notice.

We are SWaM and Small, Micro Business certified (certification number 656685) with many customers finding us through the SWaM vendor directory.

We belong to the Radford Chamber of Commerce, Pulaski County Chamber of Commerce, Montgomery County Chamber of Commerce plus several industry organizations such as SAGE, SGAI, and we are a proud member of the Fair Labor Association. We won 2017 business of the year through the Radford Chamber of Commerce last fall.

We recently won the VASCUPP Contract Number 7587811AZ-01

What does all of this tell you about Eleven West?

It can be summarized with our mission statement: Provide our customers with the highest quality product at a competitive price, delivered on time for total customer satisfaction. We build long-term relationships with our customers and suppliers and provide an organized and safe workplace for our employees.

Our 40 years in business, our 98% on time delivery, our 1000's of customers nationwide, our sales of over \$2,000,000 per year, our reputation, our diverse experience, and our commitment to our customers and their needs show that we are highly qualified to be awarded the DMS-1000 bid.

Thank you for your consideration,


John Giesen, President

ELEVEN WEST, INC.
6598 NEW RIVER ROAD, RADFORD, VA 24141
PH: 540-639-9319 WWW.ELEVENWEST.COM

RFP 0055170
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Daysha Holmes, Contracts Specialist Phone: (540) 231-1269 e-mail: daysha94@vt.edu.

DUE DATE: Proposals will be received until May 9, 2018 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

_____ **Large**

Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

_____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

_____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Eleven West, Inc		FEDERAL TAXPAYER NUMBER (ID#) [REDACTED]	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice) Eleven West, Inc	
PURCHASE ORDER ADDRESS 6598 New River Road Radford, VA 24141		PAYMENT ADDRESS 6598 New River Road Radford, VA 24141	
CONTACT NAME/TITLE (PRINT) John H Giesen/President			E-MAIL ADDRESS john@elevenwest.com
TELEPHONE NUMBER 540-639-9319	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS 540-639-6683	

I acknowledge that I have received the following addendums posted for this solicitation.

1 2 3 4 5 6 (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES _____ NO

SIGNATURE John H Giesen Date: 5-9-18

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish multiple contracts through competitive negotiations for Promotional Items by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for two (2) year(s), or as negotiated. There will be an option for two (2) two (2) year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, lip balm, etc. Virginia Tech desires to partner with local contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel. Virginia Tech shall provide and approve all logo(s) to be used on promotional items.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

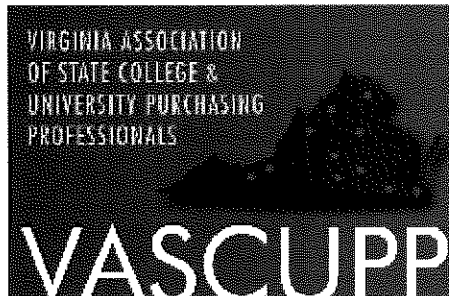
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

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

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

Contractor will be required to use licensed material in accordance with Virginia Tech Guidelines.

The Contractor shall provide the services as requested below. This scope of services is representative and actual services requested may be more or less comprehensive than those outlined herein. Contractor may be assigned tasks to include, but not be limited to, the following;

- A. Provide a link to a complete electronic catalog containing all available promotional items being offered. Include published price list or instructions on how to access published price list electronically.

Our website, www.elevenwest.com provides direct links to all available promotional items including wearables. Pricing is clear and concise on specialty products which is determined by quantity and decoration specifics. Eleven West will discount prices shown by a minimum of 12%. Lower pricing may be available due to specials, large quantities or negotiation with manufacturers.

- B. The ability to customize electronic catalog for the University.

Eleven West has the ability to customize an electronic catalog for Virginia Tech. We will accomplish this through our buying group ability to customize product offering. A comprehensive electronic catalog may be more than is necessary and, if so, we can customize with a more select product mix.

- C. Provide marketing plan to communicate your company to campus.

The marketing plan to communicate Eleven West to campus is primarily through direct contact by a salesperson. Since we are in close proximity to Virginia Tech's campus, personal visits are very convenient, but phone calls and emails are also used. Eleven West has also participated in Gobblefest as well as other professional conferences and events such as the State Purchasers Forum. Eleven West has sponsored or contributed to events such as the Recreational Sports 5K in memory of Officer Deriek Crouse and Hokie Hardwood auctions.

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

Eleven West, Inc
6598 New River Road, Radford, VA 24141 540-639-9319
Sales-Dana Giesen, dana@elevenwest.com
Inside Sales and CSR-Marcia Dale, marcia@elevenwest.com
Accounting and Accounts Receivables-Lisa Graham, lisa@elevenest.com
Graphic Design-Sidney Epperly, art@elevenwest.com

- E. Provide experience in working with various departments at educational institutions similar at Virginia Tech. Include method for collaboration for individual orders.

Eleven West has enjoyed a close working relationship with Virginia Tech and Radford University for 30+ years. We supply product to numerous departments, teams (varsity athletics, intramural and academic), clubs, and organizations. Through communication with the client, we determine

what end result is desired and how we can best ensure they receive the most appropriate product within their budget and time constraint. These discussions take place via email, phone and in person as needed and requested.

- F. Provide plan for pre-production samples of promotional items with logo.

Eleven West has close working relationships with numerous vendors and manufacturers in the promotional product industry all of which will readily supply pre-production samples, virtuals and random samples at our client's request. If time permits preproduction samples are available, but if time does not allow, virtuals are an effective alternative.

- G. Provide timeframe for adequate sample items, material, or color swatches.

Eleven West maintains a large inventory of samples in our Radford facility and is always happy to deliver as needed. If we do not have a sample in stock that we can order and have drop shipped to anyone at Virginia Tech. The timeframe is never more than a few days.

- H. Describe delivery options and policies, including in-stock, rush, and manufacturing order for the promotional items being offered. All orders shall be FOB destination. Include information regarding delivery costs and/ or free delivery.

Delivery options are determined by the date the product is needed. Turnaround time is based on the product being ordered. It is our practice to work with customers to find the needed product within their time constraints while incurring unnecessary added costs or fees (rush). But Eleven West always hand delivers orders to VT if requested by the customer.

- I. Specify typical turnaround time for delivery (standard, rush, etc.) of the promotional items being offered.

Typical turnaround time for promotional items is typically 2 weeks but this can be expedited if required by the customer. There are numerous promotional items that can be produced in as little as 24 hours. Rush services are always available.

- J. Describe return policy and associated costs.

Eleven West offers a 100% satisfaction guarantee. We are able to offer this due to our internal processes that ensure our clients receive exactly what they have requested. Because of this routine process, returns and exchanges are extremely rare. If, however the customer is unsatisfied we will work with them to reach a solution.

- K. Describe the process for replacement of defective, broken, or damaged promotional items.

In the rare case that a defective item is received by a client, we will either replace or deduct the cost from the invoice. There is no charge for returns of faulty or damaged goods.

- L. Describe quality control process.

We have a multi-step quality control process which has been added to this proposal. The form shows each step and what is checked for each order. We use similar quality controls for screen print and embroidery as we do for specialty products. A sample of one of our quality control forms is included at the end of the proposal.

M. Provide sample quote and invoice.

We have included a sample of all of the papers we use for quote, order, confirmation, packing slip and invoice at the end of the proposal.

N. Describe all embroidery, screen-printing, and imprinting services and associated costs.

Eleven West provides in house screen printing and embroidery services. We operate 3 embroidery machines and 4 manual screen printing machines as well as one automatic high capacity machine on premise. We also offer press on services for numbering and individualizing garments as well as what is commonly referred to as "tackle twill" sew-on letters, popular with the Greek community.

Pricing will be outlined below. We normally offer 2 free hours of graphic design assistance and in the rare case that this is not enough time, we charge \$15 per hour for graphic design.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Plan for Providing Services:

- a. Complete a detailed description of the Offeror's method and plan for providing the services described herein in the Statement of Needs, Section VII.A through N.
- b. Description of specific services the Offeror proposes to provide to include, but not be limited to, when the services will be performed, by whom, and the anticipated time duration for typical services.

Eleven West does all of its screen printing and embroidery services in our production facility in Radford, VA. Our staff of over 20 employees, including 2 trained graphic artists, has over 100 years of experience in this field. In addition, we work closely with most of the largest promotional product vendors in the country. This, along with Dana Giesen who is the sales person dedicated to sales for Virginia Tech, result in first quality service to the VT Campus. Our normal turnaround time for all products is 10 working days but a quicker turnaround time is readily available if required by our customer. We are a full service company with 100% guarantee on all products. There is not another company in the NRV with our in house production capabilities and commitment to service.

2. Qualifications and Experience:

- a. Complete a detailed description of the Offeror's qualifications and experience relative to the services described herein.

Eleven West has been in business for over 40 years. The intro biography attached to this proposal spells numerous experiences over the years. We have served hundreds of accounts on the Virginia Tech campus over this time and the number continues to grow. We have been licensed with VT since it was required and were excited to be included in producing products to introduce the new branding that took place in the fall of 2017. We have a thorough understanding of campus life, departments, special clubs and organizations, sports as well as rec sports.

- b. Description of the Offeror's experience with the following:

- 1) Working with universities to create innovative strategies that helped achieve goals.

The first step to help universities create innovative strategies to achieve goals is to have frequent and thorough communication with the individual setting the goals. Eleven West regularly attends conferences and tradeshow to stay current with industry trends and new product offerings. We can then educate our customers on how to utilize these trends and product to suit their needs.

- 2) Experience with specialized institutions such as student and faculty for promotional items.

Eleven west has extensive experience with specialized institutions such as student and faculty at the higher education level. Customers frequently need guidance on the official structure of purchasing and licensing guidelines and we are diligent about keeping up with current protocol.

- c. Offeror's organization data, including size and structure of firm, joint venture and/or subcontractor arrangements if any, location of branch offices, and financial standing.

As stated above, Eleven West has been in business for over 40 years. We operate our company in a 10,000 square foot building outside of Radford, VA. We currently have no other joint ventures but in the past have been in partnership with Frank Beamer developing Beamer Ball and have also acquired smaller printing companies in the area. We are financially strong with very good working relationships with our close vendors as well as local financial institutions. We use subcontractors for promotional products as do our competitors. We embroider and screen print in our Radford facility.

- d. Listing of Offeror's management and staff personnel to be used for this contract, designated by discipline and detailing qualifications and experience relative to the services described herein, including a short job description for each position. Include a résumé of each and proof of required certifications, if any.

Dana and John Giesen are the owners of Eleven West. John is the manager of all aspects of the company. Dana, while an active owner, concentrates her time on sales and customer relations. She is our primary contact for all of VT clients. Dana has two assistants, Hope Galloway and Marcia Dale both assist her in product research, customer service and order entry. Our office manager is Lisa Graham who has been with the company for 15 years. She handles all purchasing, HR, AR, AC as well as payroll. Lisa is also instrumental in marketing and social media. Brandon Pannell is our screen print manager and has been with the company for over 10 years. He was voted Employee of the Year for 2017 by his peers. Angie Day is our embroidery manager, she has been with the company for over 15 years and was voted Employee of The Year by her peers in 2016.

All of this experience as well as the company's involvement with local communities resulted in the company being voted Small Business of The Year in 2017 by the Radford Chamber of Commerce and nominated for Small Business of The Year by the Montgomery County Chamber of Commerce in 2016 and 2017.

- e. If you have an existing VASCUPP contract, please provide as a response to this solicitation.

We currently have a VASCUPP contract with VCU and an extension of the contract with Virginia Tech, Radford University and William and Mary. #VTC-814-2018

- f. Are you currently an approved/licensed vendor and which schools are you approved and licensed with?

We are currently licensed with Virginia Tech, Radford University, Liberty University and William and Mary as well as VCU.

3. Price:

- a. Suggest a pricing format for services provided, either by hour or by service type. Include your requested prices for your suggested pricing format. Please note that Virginia Tech cannot enter into a cost-plus type of contract.

Through the extension of the VCU VASCUPP, Virginia Tech has seen significant cost savings for screen printed items. Also, Eleven West is generally solicited for bid requests on appropriate product. We have attached the pricing structure for one

product, as an example, currently utilized by VT for the VCU contract. These price sheets are numerous and are available upon request or through Virginia Tech's supplemental contract.

For promotional products, we will offer at least a 12% discount from list price for all promotional items. There will be times that we will be able to negotiate a lower price from our vendor and in those instances, we are happy to pass savings along to Virginia Tech. Eleven West also provides graphic design assistance. We always provide up to 2 free hours of design assistance. Any time above 2 hours may be charged at \$15 per hour. For larger orders, more than 2 hours is allowed at no charge.

We have also included some of the pricing structure used recently for a JMU RFP for embroidery. This structure is to be used as add on to the product price as negotiated by our client and Eleven West.

- b. Discuss price firmness and provide a plan for conveying price decrease/increase if Virginia Tech elects to renew the contract.

Contract pricing is more a guideline to show our intent to provide product at the best price available. If our costs decrease so will the customer's, similarly for increases. It is our intent to provide needed product at the optimal cost.

- c. Outline any additional expenses to be reimbursed that fall outside of the normal hourly or service type rate.

There are no additional expenses to be discussed.

4. References:

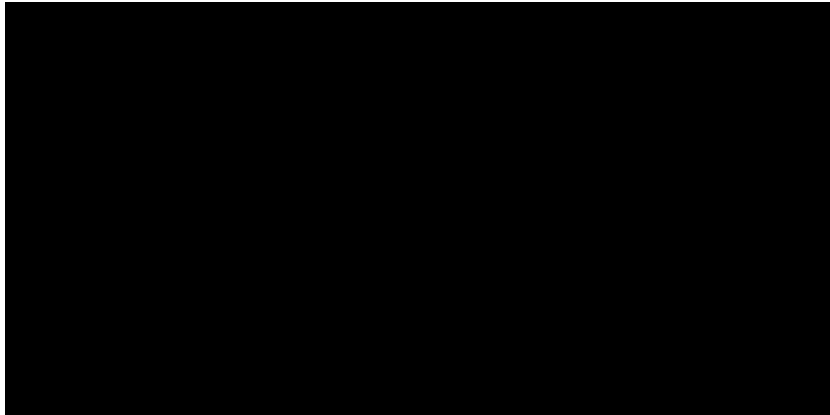
Provide four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address, and the name and phone number of the individual Virginia Tech has your permission to contact. Identify work or projects similar in scope and size to those being requested in this Request for Proposal.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Radford University Athletic Dept			

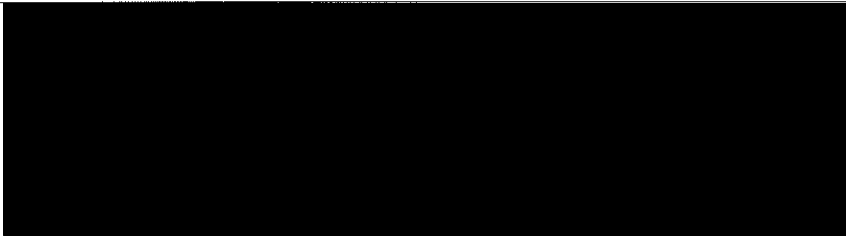
Virginia Tech Rec Sports	
--------------------------	--



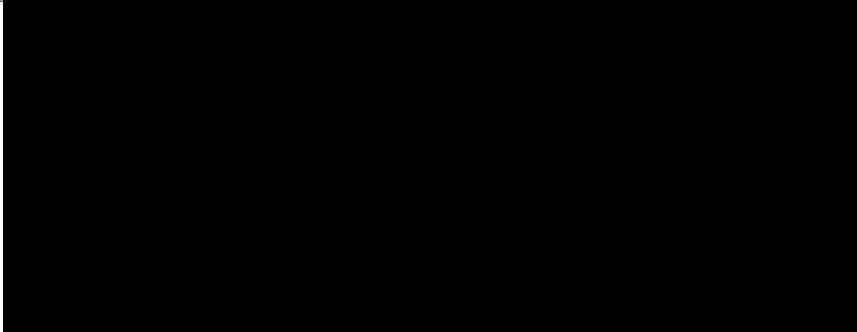
Virginia Tech Sports
Marketing



Virginia Tech Track and
Field



US Military Post and
Exchange



5. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is

currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov/>

6. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
 - a. **One (1) original and six (5) copies** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
 - b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 2.e. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	20
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	25
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
	<hr/>
	Total 100

B. Award To Multiple Offerors:

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

XI. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 pm on April 18, 2018. Inquiries must be submitted to the procurement officer identified in this solicitation.

XII. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoicing@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XIII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIV. ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html/docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XVI. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services 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 Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVII. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVIII. CONTRACT ADMINISTRATION:

A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.

- B. The Contract Administrators in each user department shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.
- C. Daysha Holmes, Contracts Specialist, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XIX. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B - Zone Map for Cooperative Contracts
- Attachment C - Sample of Standard Contract Form

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_01012018.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement, and should be provided at favored nations pricing, terms and conditions.

- B. AUDIT:** The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access 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 Virginia Tech 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. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: _____
Name of Bidder or Offeror Due Date Time Due

Street or Box No. Solicitation Number

City, State, Zip Code Solicitation Title

Name of Procurement Officer: _____

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

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

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Daysha Holmes
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

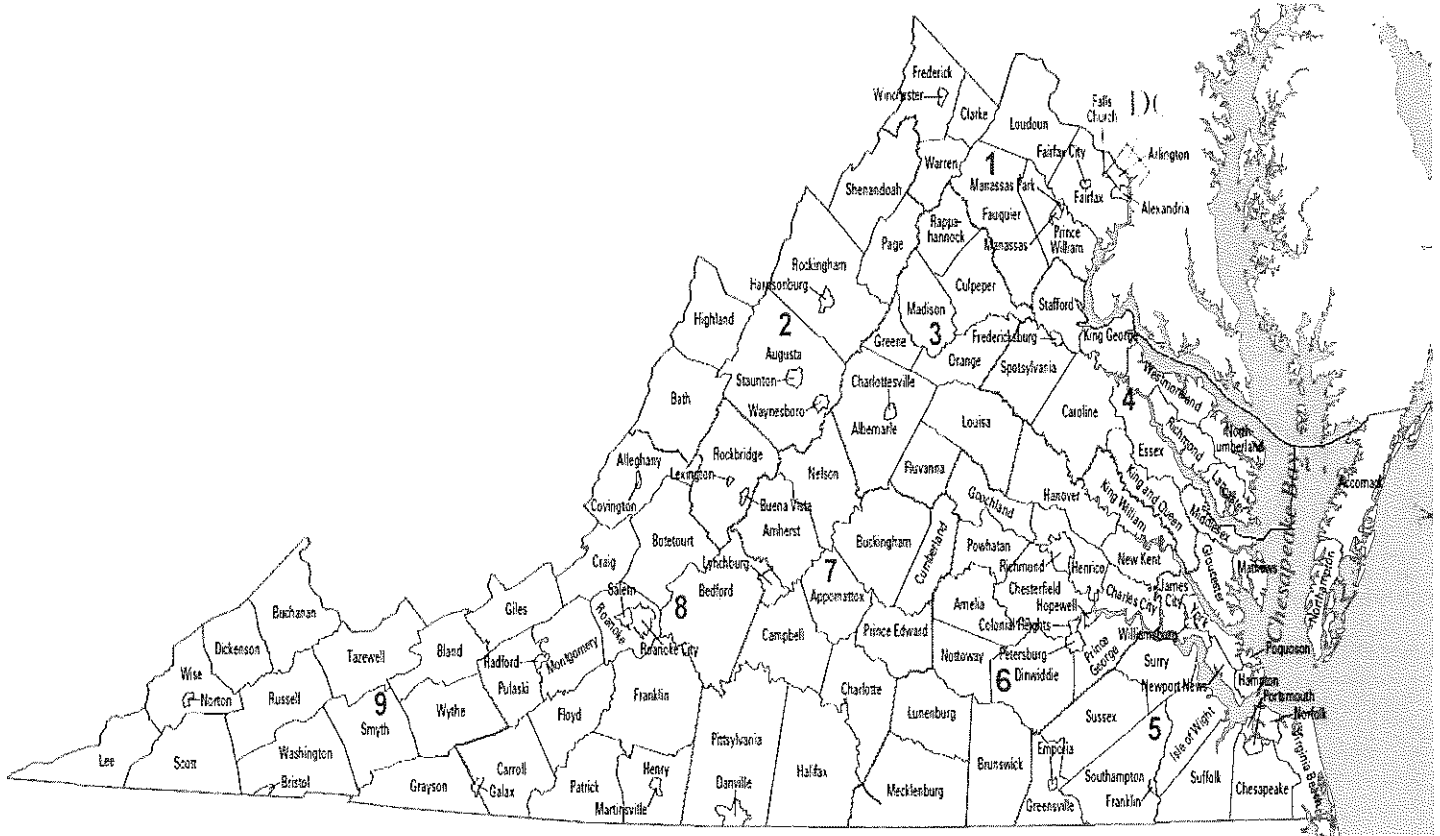
- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT Cloud Data Protection Addendum final03102017.pdf](http://www.ita.vt.edu/purchasing/VT%20Cloud%20Data%20Protection%20Addendum%20final03102017.pdf)

SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech 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. LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
- C. SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

ATTACHMENT B

Zone Map



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

List of member institutions by zones

Zone 1

**George Mason University
(Fairfax)**

Zone 2

**James Madison University
(Harrisonburg)**

Zone 3

**University of Virginia
(Charlottesville)**

Zone 4

**University of Mary Washington
(Fredericksburg)**

Zone 5

**College of William and Mary
(Williamsburg)
Old Dominion University (Norfolk)**

Zone 6

**Virginia Commonwealth
University (Richmond)**

Zone 7

**Longwood University
(Farmville)**

Zone 8

**Virginia Military Institute
(Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)**

Zone 9

**University of Virginia - Wise
(Wise)**

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone

ATTACHMENT C

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which Contract Documents are incorporated herein.

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

Contractor:

Virginia Tech

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM # 1 TO RFP # 0055170

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE	Original DUE DATE AND HOUR
Monday, April 23, 2018	Wednesday, May 9, 2018, 3:00 p.m.

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Daysha Holmes, Contracts Specialist
E-MAIL ADDRESS: daysha94@vt.edu TELEPHONE NUMBER (540) 231-1269
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Promotional Items .

1. The following questions have arisen as a result of the aforementioned RFP:

Question 1: Will the e-catalog need to be designated per school or department? As an example, will the logo need to be available per school or department depending on the users?

Virginia Tech Answer: No, the expectation is there would be one e-catalog for all of Virginia Tech.

Question 2: Will the e-catalog need super user access?

Virginia Tech Answer: Not that we are aware of. Include in your proposal what, if any, functionality is offered to a super user. ?

Question 3: Will the e-catalog be the only source available for purchasing? Or can a department simply source an item with an approved vendor through a phone call or e-mail?

Virginia Tech Answer: A department can source an item with an approved vendor through a phone call or e-mail but a quote must be provided.

Question 4: Is the user allowed to order any dollar volume?

Virginia Tech Answer: Yes as long as the user is ordering against the contract, the pricing is tied back to the contract, and is auditable.

Question 5: Are budgets needed for the e-catalog in order to control spend by department or user?

Virginia Tech Answer: No, departments will manage their own budget.

Question 6: Will there be any inventory requirements of the vendor? Will a vendor have to hold inventory or maintain par levels or products?

Virginia Tech Answer: The vendor will work with individual departments and make that determination. Timeliness of providing orders is important to Virginia Tech.

Question 7: Are customers allowed to stray from the VT Brand Guidelines? As an example, can a History Professor order a t-shirt with a co-branded logo for an event or specific outing? If so, is there an approval process? If no, how is that enforced?

Virginia Tech Answer: All customers must adhere to the VT Brand Guidelines. Vendor will be accountable to adhere to VT Brand guidelines.

Question 8: Will each order need to be reviewed by the licensing director for brand compliance? If so, what is the time frame for return?

Virginia Tech Answer: Yes. It varies as the artwork needs to go to IMGCL 360 system first then to us. We always make sure the art we receive has a 24-hour turnaround.

Question 9: Are all orders considered internal consumption by licensing?

Virginia Tech Answer: Yes there is a payment. Below are two links of information from our licensing page:
<http://www.clc.com/Licensing-Info.aspx>
<http://www.clc.com/CollegiateLicensing/media/PDFDOCS/Institution-List-as-of-January-2018.pdf>

Question 10: Do all orders have to be sent to IMG – CLC for review? If so, what is the time frame for return?

Virginia Tech Answer: Yes. Please refer to question #8.

Question 11: In regards to SWaM, does a small business meet basic requirements if it is less than 250 employees OR less than \$10 Million in sales? To be clear, it is not BOTH less than 250 employees and \$10 Million in sales?

Virginia Tech Answer: Correct, you have to have one of those requirements. Please refer to <https://www.sbsd.virginia.gov/>

Question 12: Will all orders be FOB destination? Will all vendors be required to quote delivered prices?

Virginia Tech Answer: Yes, all orders will be FOB destination. Yes, all vendors will be required to quote delivered prices. We have our inbound freight program which is our preferred method for shipment to campus. Please refer to http://www.procurement.vt.edu/content/dam/procurement_vt_edu/procedures/how/Freight%20Management%20Services.pdf.

2. Section VIII. B.1., in the original RFP, is hereby deleted and replaced in its entirety with the following:

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

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

Eleven West, Inc.

is a certified Small, Micro Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code, 7VAC 13-20 et seq.

Certification Number: [REDACTED]

Valid Through: April 4, 2020

Accordingly Certified

Handwritten signature of Tracey G. Wiley.

Tracey G. Wiley, Director



ELEVEN WEST, INC.

6598 New River Road
Radford, VA 24141

ACKNOWLEDGMENT

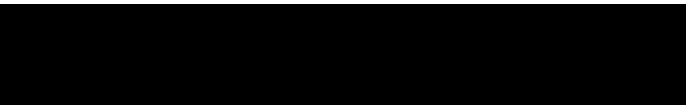
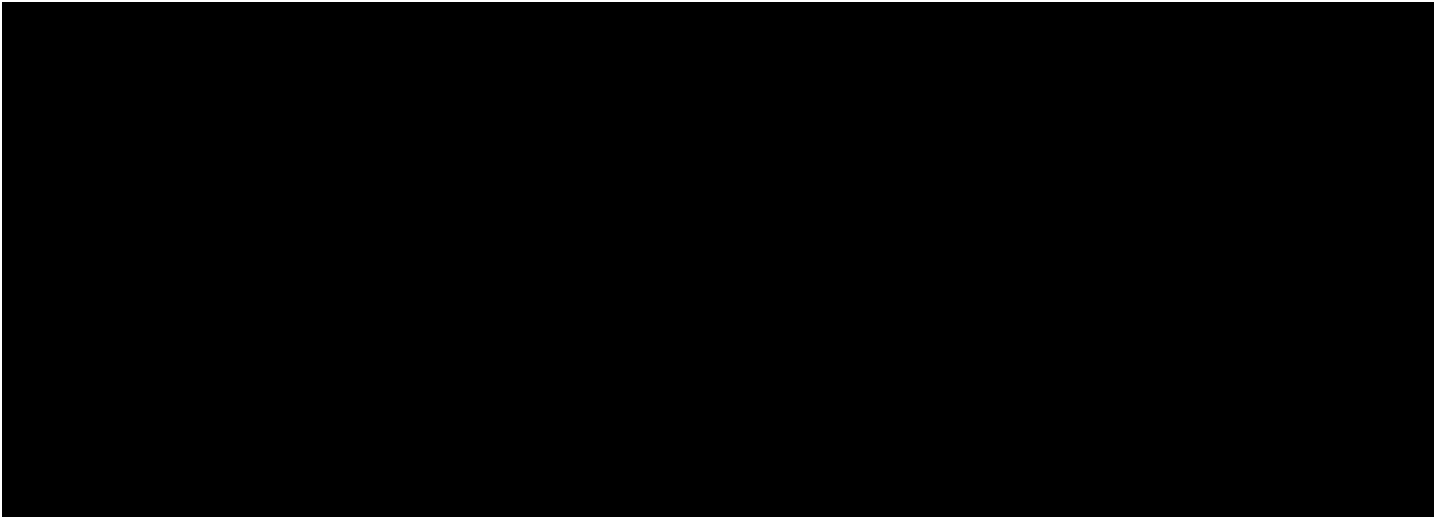
Date

Order No.

04/19/2018

PH 540-639-9319

FX 540-639-6683



**** THANK YOU FOR YOUR BUSINESS!! ****

Thank you for your business

ELEVEN WEST, INC.
6598 New River Road
Radford, VA 24141

SALES ORDER

Date Order No.

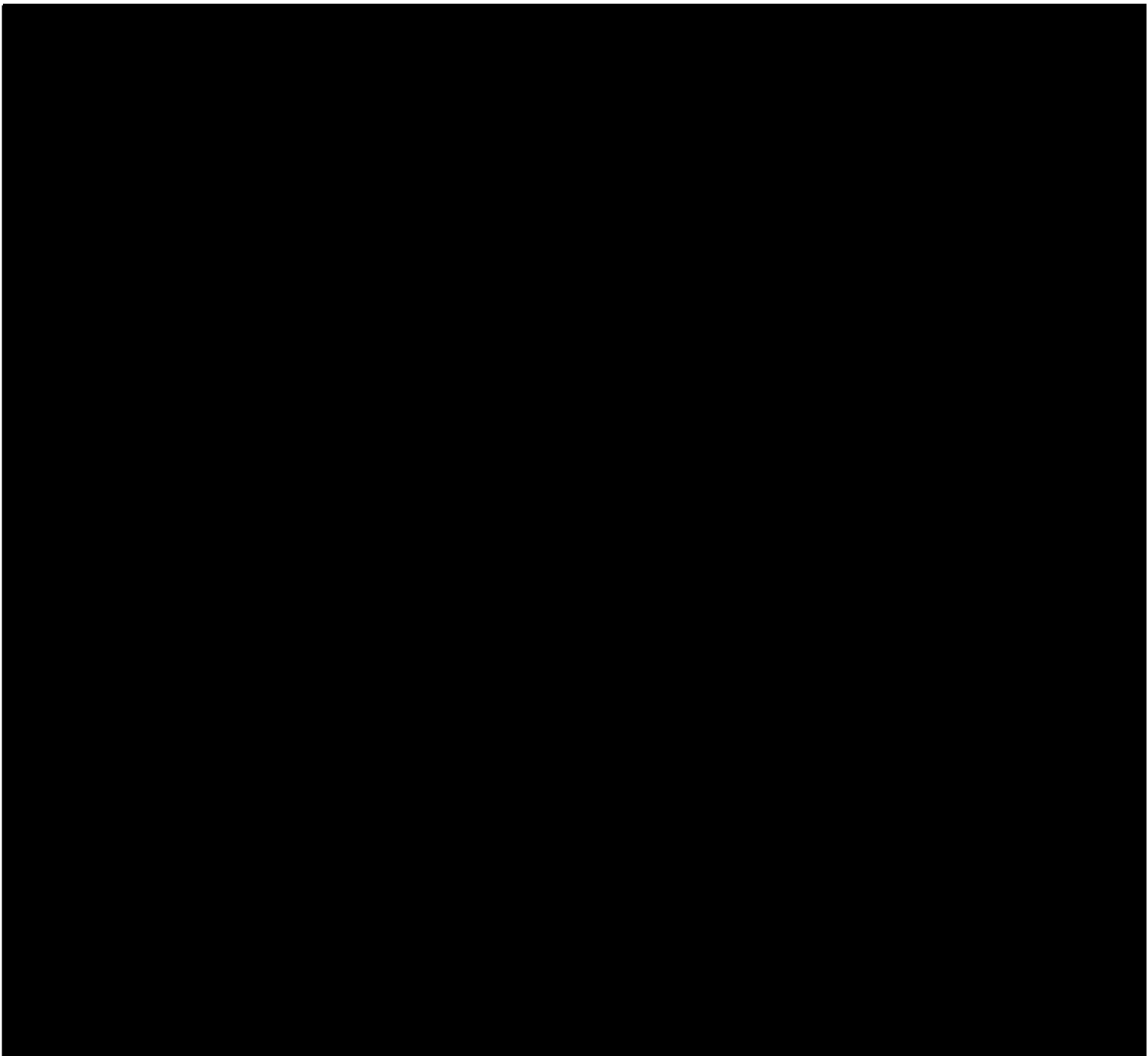
04/19/2018



PH 540-639-9319
FX 540-639-6683
contact@elevenwest.com

Sold To:

Ship To:



ELEVEN WEST, INC.
6598 New River Road
Radford, VA 24141

**PACKING
LIST**

ACKNOWLEDGMENT

Date

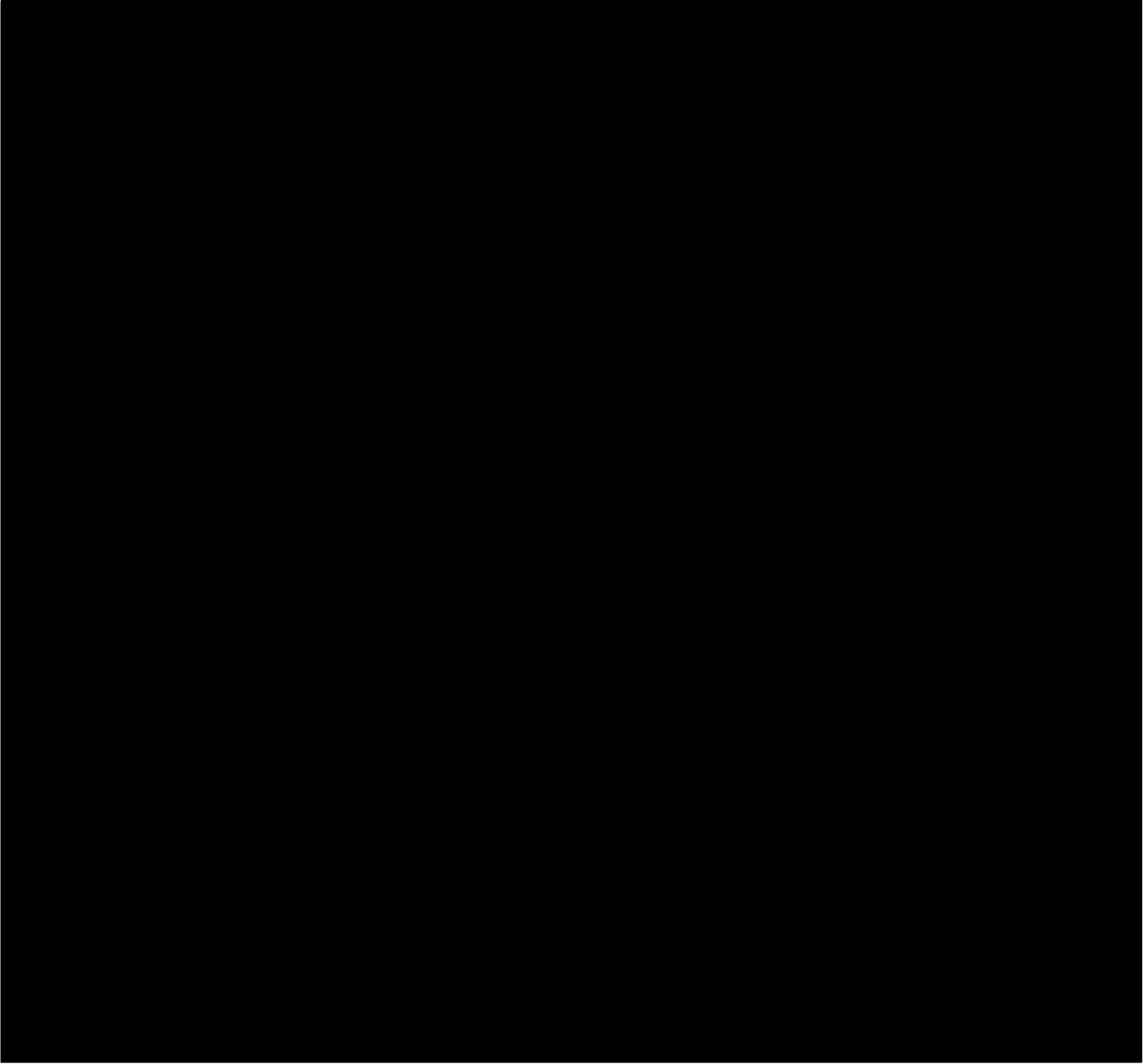
Order No.

04/19/2018

PH 540-639-9319

FX 540-639-6683

contact@elevenwest.com



ELEVEN WEST, INC.
6598 New River Road
Radford, VA 24141

ACKNOWLEDGMENT

Date Order No.

04/19/2018



PH 540-639-9319

FX 540-639-6683

**** THANK YOU FOR YOUR BUSINESS!! ****

Thank you for your business

ELEVEN WEST, INC.
6598 New River Road
Radford, VA 24141

INVOICE

Date Invoice No.

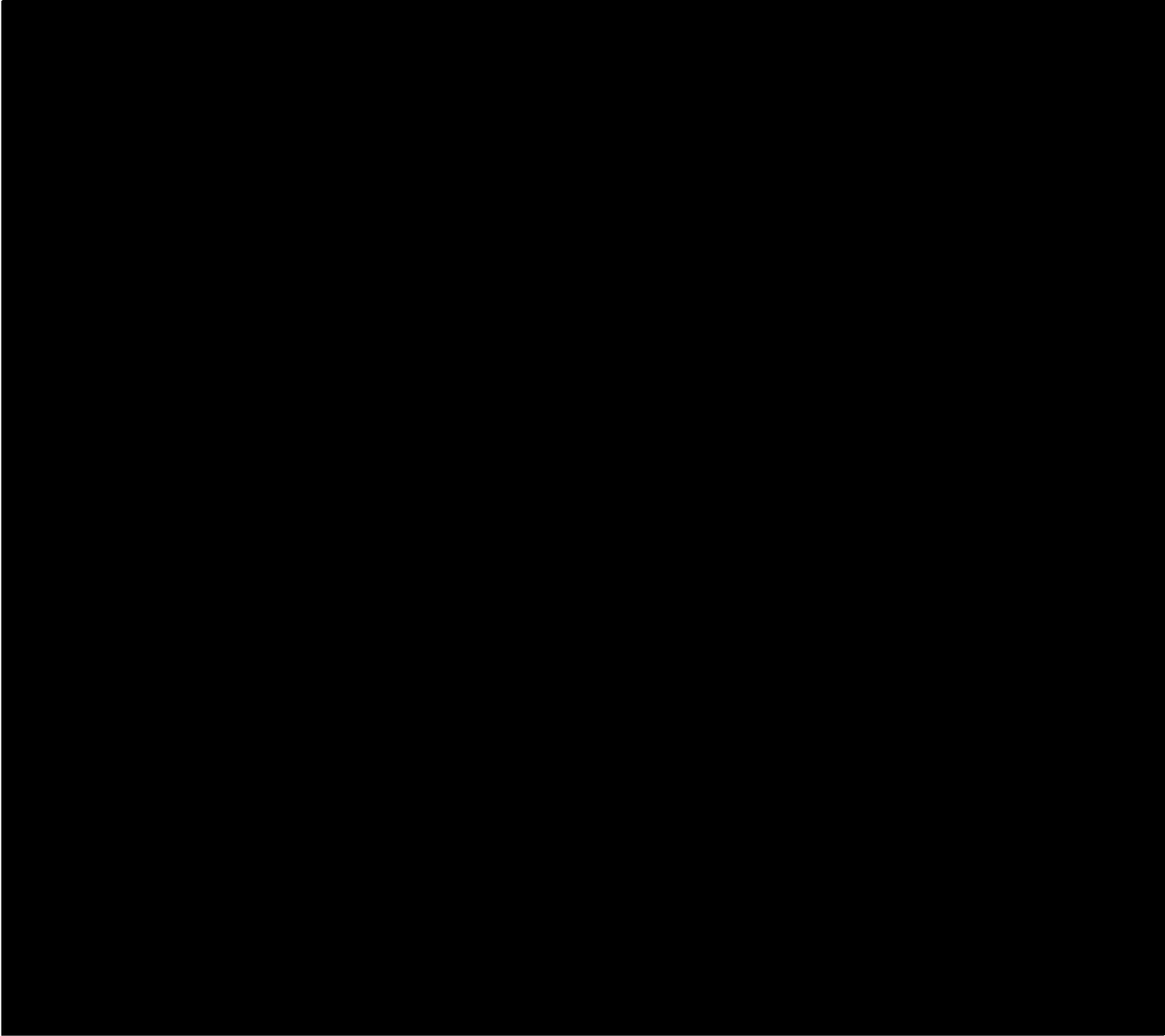
04/20/2018



PH 540-639-9319

FX 540-639-6683

contact@elevenwest.com



THANK YOU FOR YOUR ORDER!

ELEVEN WEST, INC
Quality Manual

Procedure #RPR010
Issue #1 Revision B
Date 7-28-93
Compiles by JG

Description Textile Insp Sheet

ELEVEN WEST INSPECTION SHEET

TEXTILE PRINTING DEPARTMENT

In Process Items

___ Item Number/Style Order # _____

___ Customer Instructions Customer _____

___ Location Date _____

___ Print Color Inspector _____

___ Quality of Print

___ File Number

___ Sales Approval

___ Spelling

___ Garment Quality

___ Ink Cured

Final Inspection

___ Design Size

___ Print Color

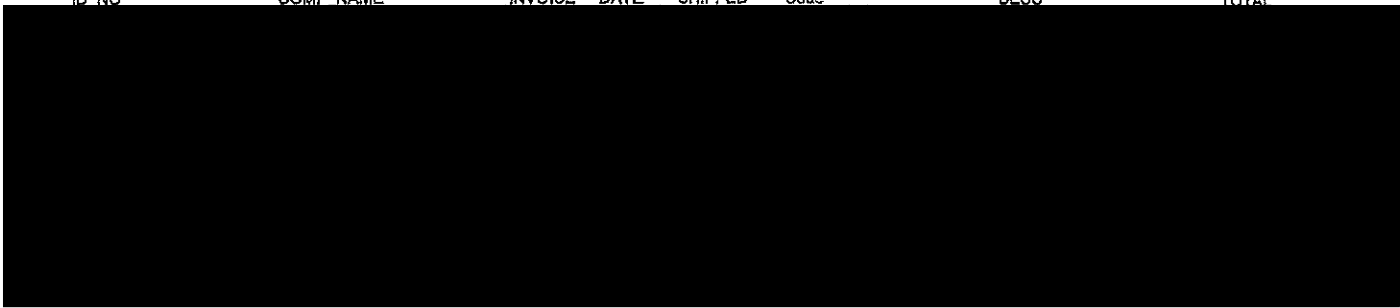
___ Item/Style

___ Print Quality

___ Sizes Ordered

___ Proof Sheet

QDM/est/inspec

ID NO	COMP NAME	INVOICE	INVOICE DATE	SHIPPED	Code	DESC	TOTAL
							

Lisa Graham

From: John Giesen [john@elevenwest.com]
Sent: Thursday, September 25, 2014 4:53 PM
To: Lisa Graham
Subject: FW: Micro-Business: Enhanced SWaM Program

Categories: Boss, Blue Category

From: DBEOfficer3, rr (DSBSD) [mailto:dbeofficer3@dmb.virginia.gov]
Sent: Thursday, September 25, 2014 4:50 PM
To: DBEOfficer3, rr (DSBSD)
Subject: Micro-Business: Enhanced SWaM Program



Terry McAuliffe
Governor

WEALTH of VIRGINIA

Maurice Jones
Secretary of Commerce & Trade

Business and Supplier Diversity

Micro Business Certification Approval Letter

September 23, 2014

Dear Micro Business Applicant:

The Virginia Department of Small Business and Supplier Diversity (VSBSD) has Approved your firm's application for the Micro Business Certification in the Small, Women-owned and Minority-owned Business (SWaM) Program. Your firm will be eligible to participate in the Micro Business Set-aside Procurement Program until your SWaM certification expires. This certification category will then become part of the SWaM re-certification process when you are due for re-certification.

Your firm's Micro Business certification will be posted on the eVA system after October 1, 2014 so your firm can participate in all state purchases under \$10,000.00 that will be set aside for micro-businesses. The SWaM Vendor Search on our agency website, however, will not show this category in the SWaM directory at this point until our website redesign and consolidation project has been completed. The estimated completion date for our new agency website is no later than November 2014.

Thank you and we wish you much success in doing business with the Commonwealth of Virginia. If you have questions, please contact us at www.sbsd.virginia.gov.

Sincerely,

Calvin M. Thweatt
Certification and Technical Service Manager

ELEVEN WEST, INC.
6598 New River Road
Radford, VA 24141

QUOTATION

Date Quote No.

03/26/2018

PH 540-639-9319

FX 540-639-6683

Fax: 0

Phone: 0

THANK YOU FOR THE OPPORTUNITY TO QUOTE

Price includes:

2 colors printed on the front of the ringer.
5 colors printed on the front of the solid T

No art fee if vector file is provided for the five color print.
No art fee for ringer design.

Add \$1 per "X" for sizes above Xlarge
Production time is approximately 10 business days.

Thank you for your business

ELEVEN WEST, INC.
6598 New River Road
Radford, VA 24141

ACKNOWLEDGMENT

Date

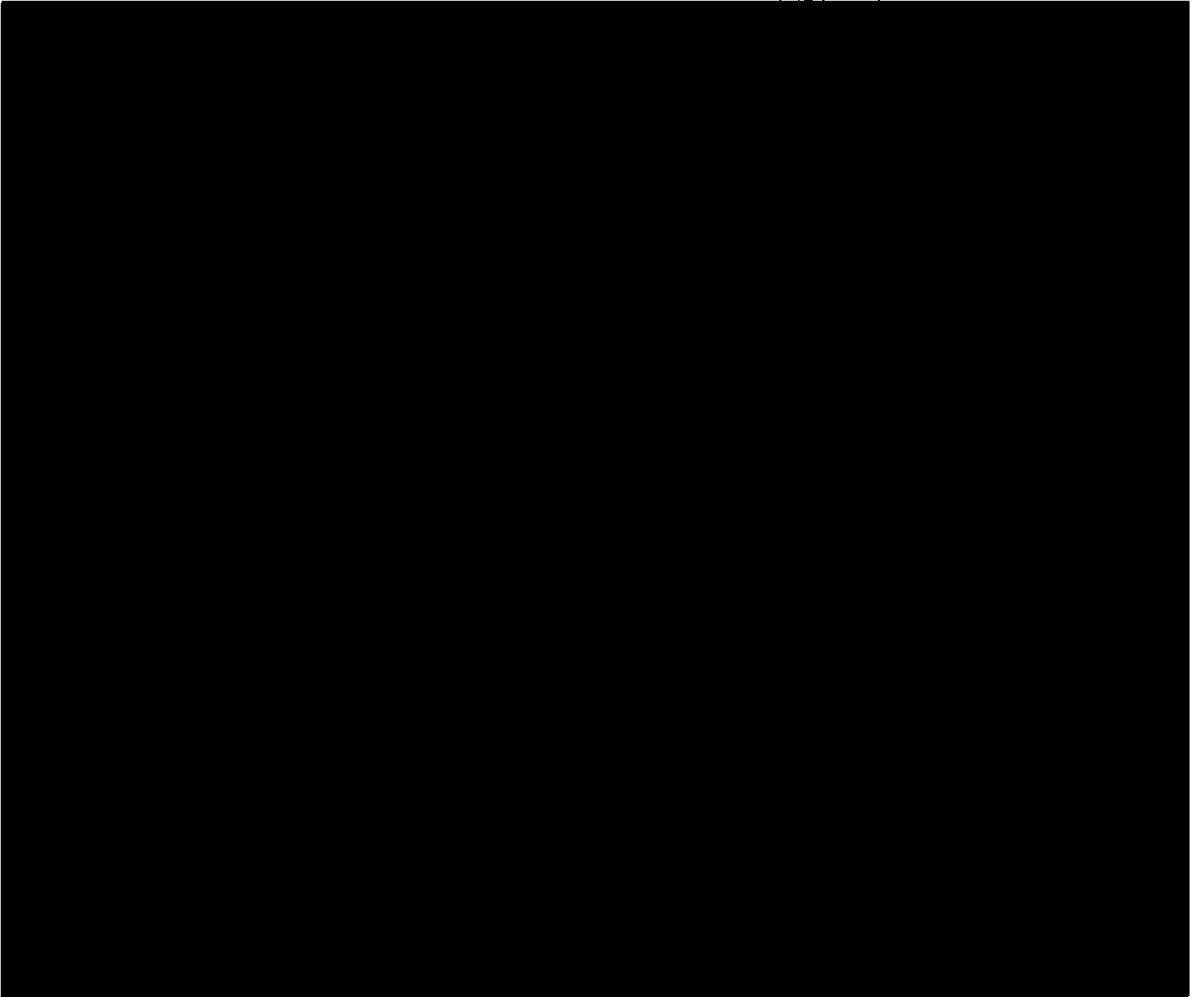
Order No.

04/19/2018



PH 540-639-9319

FX 540-639-6683



Thank you for your business



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

VASCUPP SUPPLEMENTAL CONTRACT AGREEMENT

As provided for in VASCUPP contract number 7587811AZ-01 with Virginia Commonwealth University (VCU) for Promotional T-Shirts and Apparel, this Supplemental Agreement is entered into pursuant to the provisions of the original contract documents (Agreement).

Contract Term: February 1, 2018 -- January 31, 2019 with 4 successful 1-year renewals

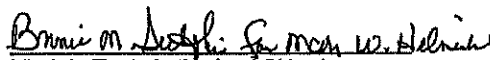
Virginia Tech Contract Number: VTC- 814 -2018

As per additional negotiations deemed most beneficial to Virginia Tech, Eleven West Inc., hereinafter called "Contractor", agrees to the following items.

1. Contractor agrees to extend access of this Agreement to Virginia Tech.
2. Contractor agrees to submit a Certificate of Insurance, if applicable and in accordance with the contract documents, naming Virginia Tech and the Commonwealth of Virginia as additional insured parties.
3. All negotiated terms are extended to Virginia Tech as agreed upon within the VCU Contract with the exception of the following:
 - a. Eleven West Inc include 2 hours of graphic design in any new order.
 - b. Contractor agrees to follow all licensing procedures outlined by Virginia Tech's Licensing and Trademarks Administration to maintain the permission to be a licensed vendor authorized to use Virginia Tech licensed indicia and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
 - c. Contractor agrees to participate in the Wells One Payment Card Program.

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


 Contractor's Authorized Signature


 Virginia Tech Authorized Signature

Dana F. Giesen
 Printed Name
Disher, Eleven West, Inc.
 Title

Mary W. Helmick
 Printed Name
Director of Procurement
 Title



Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7587811AZ-01

This contract entered into date by Eleven West, 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:

Eleven West

By: *John H. Giesen* Name Printed: JOHN H. GIESEN

Date: 9.22.2017 Title: PRESIDENT

PURCHASING AGENCY:

Virginia Commonwealth University

By: *Brenda Mowen* Name Printed: Brenda Mowen

Date: 9.2.17 Title: Director of Procurement

T-Shirt Order Quantity	Shirt Type	Screen Print Color Quantity	Number of Screen Print Locations	Cost Per Shirt (White)	Additional Cost Per Screen Print Color Beyond Two Colors	Additional Cost Per Screen Print Location Beyond Two Locations	Additional Cost Per 100 Shirt or Larger Size	Delivery Time With Approved Proof and PO Issued	Rush Delivery Available (Yes/No)	Rush Production Available (Yes/No)	Additional Cost Per Shirt for Rush Delivery	Additional Cost Per Shirt for Rush Production	Additional Cost Per Shirt for Heathered Colors	Additional Cost Per Shirt for All other Colors
47-144	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$6.00	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
145-576	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$4.50	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
577-876	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$3.70	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
877-1176	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$3.30	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1177-1476	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$3.00	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1477-1776	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$2.90	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1777-2076	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$2.80	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
2077-2376	Gildan Unisex Heavy Cotton T-shirts G5000 5.3 oz, 100% Cotton (Pre-shrunk)	1	1	\$2.70	N/A	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50

47-144	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$6.60	\$0.60	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
145-576	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$5.00	\$0.50	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
577-876	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$4.00	\$0.30	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
877-1176	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$8.55	\$0.30	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1177-1476	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$3.25	\$0.25	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1477-1776	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$3.15	\$0.25	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1777-2076	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$3.05	\$0.25	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
2077-2376	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	1	\$2.95	\$0.25	N/A	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50

47-144	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$6.85	N/A	\$0.60	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
145-576	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$5.30	N/A	\$0.50	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
577-876	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$4.50	N/A	\$0.30	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
877-1176	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$9.75	N/A	\$0.30	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1177-1476	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$9.35	N/A	\$0.25	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1477-1776	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$9.25	N/A	\$0.25	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1777-2076	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$9.15	N/A	\$0.25	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
2077-2376H	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	1	2	\$9.05	N/A	\$0.20	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50

47-144	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$7.45	\$0.60	\$0.60	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
145-576	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$5.70	\$0.50	\$0.50	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
577-876	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$4.80	\$0.30	\$0.30	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
877-1176	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$3.70	\$0.30	\$0.30	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1177-1476	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$3.60	\$0.25	\$0.25	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1477-1776	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$3.50	\$0.25	\$0.25	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
1777-2076	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$3.40	\$0.25	\$0.25	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50
2077-2376+	Gildan Unisex Heavy Cotton T-shirts GS000 5.3 oz, 100% Cotton (Pre-shrunk)	2	2	\$3.30	\$0.25	\$0.25	\$1.00 Per X	1 Week	Yes	Yes	5%	5%	\$0.30	\$0.50

Embroidery

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$5.00	\$4.90	\$4.60	\$4.25	\$3.80	\$3.20	\$2.80	\$2.20	\$2.00
Up to 5000	\$5.00	\$4.90	\$4.60	\$4.25	\$3.80	\$3.20	\$2.80	\$2.20	\$2.00
Up to 6000	\$5.00	\$4.90	\$4.60	\$4.25	\$3.80	\$3.20	\$2.80	\$2.20	\$2.00
Up to 7000	\$5.50	\$5.40	\$4.90	\$4.60	\$4.00	\$3.40	\$3.00	\$2.40	\$2.20
Up to 8000	\$5.50	\$5.40	\$4.60	\$4.60	\$4.00	\$3.40	\$3.00	\$2.40	\$2.20
Up to 9000	\$5.50	\$5.40	\$4.90	\$4.60	\$4.00	\$3.40	\$3.00	\$2.40	\$2.20
Up to 10000	\$6.00	\$5.90	\$5.40	\$4.90	\$4.30	\$3.60	\$3.20	\$2.60	\$2.30
Each Addtl. 1000 stitches	\$.30	\$.30	\$.30	\$.30	\$.30	\$.30	\$.20	\$.20	\$.20



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

August 3, 2018

Eleven West, Inc
Attn: John Giesen
6598 New River Road
Radford, VA 24141

Dear John:

Subject: RFP # 0055170

Thank you for submitting a proposal to the subject RFP.

We have reached the point in the evaluation process where we are ready to negotiate as provided for in the RFP.

Please respond in writing to the following negotiation questions.

1. Please provide your best schedule of prices for all services offered.
2. Is the pricing provided the manufacturer list?
3. Are you willing to waive your set-up charges for all orders?
4. Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit?
5. What is your return policy on defective or damaged products?
6. What is your minimum order policy? Will you waive the minimum order?
7. Any discount on invoices paid within XX days (example: 15 days)?
8. Does Eleven West, Inc agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?
9. If awarded a contract, upon completion of the initial contract period, do you agree the contract may be renewed by Virginia Tech upon written agreement of both parties for two, (2) two year periods, or as negotiated, under the terms of the current contract?

10. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?
11. Do you agree that the initial contract period shall be two years?
12. Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?
13. Are you willing to contact departments on a monthly basis to address service issues?
14. If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?
15. Are you willing to deliver to different locations within a department?
16. Since our purchasing system requires precise and accurate information, please provide the following:
 1. Legal name of your company.
 2. Trade name (DBA) if different from legal name.
 3. Taxpayer identification Number.
 4. Company name and address to which Virginia Tech should mail purchase orders.
 5. Company name and address to which Virginia Tech should mail payments.
 6. IRS W-9 form (Request for Taxpayer Identification Number and Certification).
17. Will Eleven West, Inc agree to participate in the Wells One AP Control Payment System?
18. Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?
19. Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?
20. Please describe your quickest turn-around time if emergency services are needed?
21. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?
22. Is Eleven West, Inc currently licensed by CLC for Virginia Tech? If not, will Eleven West, Inc go through the process of being licensed?
23. How soon after contract award can you begin providing services?
24. Does Eleven West, Inc agree to follow Virginia Tech's shipping guidelines by using VPL shipping as addressed in our Purchase Orders?
25. Are there any additional fees?

26. Are there any additional financial or value-added incentives you would like to offer at this time?

Please submit your response to negotiation questions numbered 1-26 by 3:00 p.m. on August 13, 2018. If you have specific questions for us, do not hesitate to contact me at 540-231-1269 or daysha94@vt.edu.

Sincerely,

A handwritten signature in black ink, appearing to read "Daysha Holmes", with a stylized flourish at the end.

Daysha Holmes
Contract Specialist
Telephone: (540) 231-1269



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

August 3, 2018

Eleven West, Inc
Attn: John Giesen
6598 New River Road
Radford, VA 24141

Dear John:

Subject: RFP # 0055170

Thank you for submitting a proposal to the subject RFP.

We have reached the point in the evaluation process where we are ready to negotiate as provided for in the RFP.

Please respond in writing to the following negotiation questions.

1. Please provide your best schedule of prices for all services offered.
Pricing on promotional products will be discounted by 12% off of published prices on our website or from our published catalogs. This is a significant savings to Virginia Tech. If special offers are available to us from our suppliers, we will pass those savings along to Virginia Tech.
Attached are 2 other pricing schedules. The first is for screen printed items. Virginia Tech is currently using VASCUPP contract #7587811AZ-01 for screen printed items. Prices listed on that contract are the prices quoted for this RFP. I have attached one pricing structure on the most popular tee shirt for your review. However, as indicated on question 26, there have been recent instances that we have discounted prices to Virginia Tech from these prices if special pricing is available to Eleven West. Lastly I have attached a pricing structure for embroidery. This chart give pricing depending on the number of garments and the stitch count in the design.
Needless to say, supplying pricing on all available products is not feasible but a good guideline on popular products is feasible.
2. Is the pricing provided the manufacturer list?
No, our prices are much lower than manufacturer list prices.
3. Are you willing to waive your set-up charges for all orders?
Yes

4. Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit?
None
5. What is your return policy on defective or damaged products?
There is never a charge to return defective or damaged products which will be replaced at no charge.
6. What is your minimum order policy? Will you waive the minimum order?
For embroidery the minimum is 1 piece, for screen print the minimum is 10 pieces but we will reduce this to 5 pieces.
7. Any discount on invoices paid within XX days (example: 15 days)?
A 1% discount is offered if paid within 10 days.
8. Does Eleven West, Inc agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?
It is our understanding that Virginia Tech always pays within 30 days of receipt of goods or invoice, whichever is later. The discount offered above will be calculated in the same manner.
9. If awarded a contract, upon completion of the initial contract period, do you agree the contract may be renewed by Virginia Tech upon written agreement of both parties for two, (2) two year periods, or as negotiated, under the terms of the current contract?
Yes
10. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?
We can not hold prices firm for over 24 months. Trade tariffs and other situations beyond our control limit our ability to hold prices longer than 24 months. However, if cost remain constant within the next 24 months and if given the opportunity to renew, we will keep pricing and terms the same as the initial 24 months.
11. Do you agree that the initial contract period shall be two years?
Yes
12. Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?
Yes
13. Are you willing to contact departments on a monthly basis to address service issues? Yes, part of our full service to Virginia Tech.
14. If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?
Yes.
15. Are you willing to deliver to different locations within a department?

Yes, again one of our services to Virginia Tech.

16. Since our purchasing system requires precise and accurate information, please provide the following:
1. Legal name of your company. Eleven West Inc.
 2. Trade name (DBA) if different from legal name.
 3. Taxpayer identification Number. [REDACTED]
 4. Company name and address to which Virginia Tech should mail purchase orders.
Eleven West Inc, 6598 New River Road, Radford VA 24141
 5. Company name and address to which Virginia Tech should mail payments. Same
 6. IRS W-9 form (Request for Taxpayer Identification Number and Certification). Attached.
17. Will Eleven West, Inc agree to participate in the Wells One AP Control Payment System?
Yes, we currently do participate.
18. Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?
Yes
19. Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?
Yes
20. Please describe your quickest turn-around time if emergency services are needed?
Depending on the decoration, 2 day is possible.
21. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?
Yes
22. Is Eleven West, Inc currently licensed by CLC for Virginia Tech? If not, will 4imprint, Inc go through the process of being licensed?
We are currently licensed with CLC and Virginia Tech.
23. How soon after contract award can you begin providing services?
Same day.
24. Does Eleven West, Inc agree to follow Virginia Tech's shipping guidelines by using VPL shipping as addressed in our Purchase Orders?
Yes
25. Are there any additional fees?
No
26. Are there any additional financial or value-added incentives you would like to offer at this time?

We will pass along all industry savings to Virginia Tech. For example, pricing on recent orders for several departments has been lower than is listed on the current VASCUPP contract with VCU (VT's supplemental contract #7587811AZ-01) .

We will continue to assist with graphic designs as needed. We have served Virginia Tech campus for many years and hope that our reputation for service, quality, creative designs as well as pricing and product guarantee are incentive enough to be awarded this contract. We are very well versed on licensing agreements and actually helped launch the new branding when it was unveiled last fall. We enjoy the relationships we have built with numerous departments such as Rec Sports, New Student Programs, Varsity Cross Country and Track, Men's and Women's Soccer teams, Dining Services, and Ceed, just to name a few. We hope we will be able to continue to give these groups and the numerous others we work with daily, the service and pricing they have enjoyed over the years by being awarded this contract. If you have any further questions feel free to contact John Giesen or Dana Giesen at 540-639-9319.

Please submit your response to negotiation questions numbered 1-26 by 3:00 p.m. on August 13, 2018. If you have specific questions for us, do not hesitate to contact me at 540-231-1269 or daysha94@vt.edu.

Sincerely,

Daysha Holmes
Contract Specialist
Telephone: (540) 231-1269



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

August 30, 2018

Eleven West, Inc
Attn: John Giesen
6598 New River Road
Radford, VA 24141

Dear John:

Subject: RFP # 0055170

Thank you for submitting a proposal to the subject RFP.

We have reached the point in the evaluation process where we need clarification on a few questions.

Please respond in writing to the following negotiation questions.

1. Are promotional items ordered through your company dropped shipped by distributors and if so, can you ensure your distributors will utilize our inbound freight program under the directions so stated on the purchase order?

Please submit your response to the negotiation question by 3:00 p.m. on September 6, 2018. If you have specific questions for us, do not hesitate to contact me at 540-231-1269 or daysha94@vt.edu.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Daysha Holmes'.

Daysha Holmes
Contract Specialist
Telephone: (540) 231-1269

Holmes, Daysha

From: John Giesen <john@elevenwest.com>
Sent: Thursday, August 30, 2018 4:28 PM
To: Holmes, Daysha
Subject: Re: Negotiation Questions

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Daysha,

Good to hear from you again. Glad we are still in the negotiations!
The answer to your question:

1. We do order promotional items from companies that can drop ship to Virginia Tech. That does and can occasionally happen. However, with our close proximity to Virginia Tech, we normally prefer for the items to be shipped directly to Eleven West so we can inspect the product and then we deliver the order. But in the rare instance that the order is dropped ship directly, our distributor will utilize the inbound freight program under the directions so stated on the purchase order.

I hope that answers the question. If you need any further clarification please let me know.

We are anxious to see how the RFP continues.

John Giesen
Eleven West, Inc

John Giesen/Eleven West, Inc
6598 New River Rd/Fairlawn, Va 24141
540-639-9319

On Thu, Aug 30, 2018 at 3:15 PM, Holmes, Daysha <daysha94@exchange.vt.edu> wrote:

Good afternoon!

Please see attached letter for the second round of negotiation questions.

Thanks!