



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6191

This contract entered into this 29th day of November 2021, by The Research Associates hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From December 15, 2021 through December 14, 2022 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal JPG-1131 dated September 15, 2021:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum One (1) dated October 4, 2021.
(3) The Contractor's Proposal dated October 11, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated November 16, 2021.

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

CONTRACTOR:
By: [Signature]
(Signature)
Sung Lee
(Printed Name)
Title: CEO

PURCHASING AGENCY:
By: [Signature]
(Signature)
Jeremy Good
(Printed Name)
Title: Buyer Specialist

**RFP # JPG-1131, Admissions and Geodemographic Research and
Marketing Services
Negotiation Summary for The Research Associates**

11/16/21

1. Parties agree that items within this Negotiation Summary modify RFP# JPG-1131 and the Contractor's initial response to RFP# JPG-1131 and that this Negotiation Summary takes precedence in conflict.
2. Pricing shall be as detailed in the attached pricing schedule.
3. The contractor has disclosed all additional costs not encapsulated in their proposal. The contractor shall negotiate tiered pricing and discounting available upon reviewing the Scope of Work for all new projects.
4. Travel costs and any additional travel expenses to provide the services are to be waived.
5. The Contractor shall provide two to three on campus meetings per project without additional charge. Additional meetings to be held virtually.
6. No work shall be undertaken by the Contractor until written approval from the University project manager.
7. The Contractor agrees that all exceptions taken within their initial response to RFP# JPG-1131 that are not specifically addressed within this negotiation summary are null and void.

RFP JPG-1131 Pricing Schedule

Please return to goodjp@jmu.edu by 2pm Thursday 10/28

Marketing and Enrollment Services:

Audit of current enrollment operations and communication analysis	\$ 7,820
Developmental support of enrollment strategy and communications	\$ 22,400

Slate Optimization:

Review of general Slate overview	\$ 8,600
Strategy and implementation of Slate improvements	\$ 14,400
List purchasing (per list of 100,00 names)	\$ 1,500

Geodemographic Research and Communications:

Competitive analysis consultation(s)	\$ 17,800
Geospatial and market opportunity research	\$ 23,400
Targeted ad campaigns (per campaign)	\$ 24,200
Additional geodemographic services as quoted	\$ 6,200

Original

REQUEST FOR PROPOSAL
RFP# JPG-1131

Issue Date: September 15, 2021
Title: Admissions and Geodemographic Research and Marketing Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on October 13, 2021 for Furnishing The Services Described Herein.

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

All Inquiries for Information and Clarification Should Be Directed To: Jeremy Good, Buyer Specialist, Procurement Services, goodjp@jmu.edu; 540-568-3131; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

The Research Associates

165 Broadway, 2301

New York, NY 10006

Date: 10/11/21

Web Address: www.TheResearch.com

Email: swlee@TheResearch.com

By:


(Signature in Ink)

Name: Sung Lee

(Please Print)

Title: CEO

Phone: 212-868-5178

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY *IF MINORITY*: AA; HA; AsA; NW; Micro
Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 20 Months 2

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of South Carolina	10 Years	Columbia, SC	John Castillo 803-777-5039
Georgia State University	18 Months	Atlanta, GA	Lucy Popova, lpopova1@gsu.edu
Funky Vine	12 Months	Seoul, Korea	SW Yoon funkyvine2019@gmali.com
Rutgers University	8 Months		Erin Miller Lo loer@sph.rutgers.edu
Georgia State University	4 Months	Atlanta Georgia	Katherine Henderson khenderson18@gsu.edu

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

Sung Lee, CEO, 165 Broadway, Suite 2301, New York, NY 10006

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: The Research Associates **Preparer Name:** Sung Lee

Date: 10/11/21

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes x No _____ Being Processed – See Next Page

If yes, certification number: 819938 Certification date: _____

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

If yes, certification number: 819938 Certification date: _____

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

If yes, certification number: 819938 Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

Application Queue

↑ Application Queue

LINK / NEW APPLICATION

Business Owners

Tracking #: 019938
Sub Date: 05/16/2021
Resub Date: 07/23/2021
Exp Date:
Status: Resubmitted

THERESEARCH ASSOCIATES INC
Corporation

223757328
NY

S MC M IN SVY ESD DRE ACDB RDI TSDH EDW WGTG
Pending Pending Pending Pending Pending Pending Pending Pending

Search

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

Procurement Name and Number: _____ Date Form Completed: _____

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

Offeror / Proposer: The Research Associates 165 Broadway, 2301, New York, NY 10006 Sung Lee: 212-868-5178

Firm _____ Address _____ Contact Person/No. _____

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Miles Agency P.O. Box 68228 Virginia Beach, VA 23471	Delceno C. Miles 757-499-9627	776	Market Research	TBD	TBD
C.E. Strock Consulting 30 Lynnwood Drive Vienna, WV 26105	Carolyn E. Strock Phone: (304) 588-8561	662252	Market Research	TBD	TBD

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

RETURN OF THIS PAGE IS REQUIRED



JAMES MADISON
UNIVERSITY®

Admissions and Geodemographic Research and Marketing Services

RFP# JPG-1131

FROM:

The Research Associates

165 Broadway, Suite 2301
New York, NY 10006
Phone 212 868-5100

Contact:

Sung W. Lee, CEO
swlee@theresearch.com
Phone Direct 212 868-5178
Fax 212 202-3669

Table of Contents

Letter of Transmittal	3
Experience and Approach: Geodemographic Research and Marketing Services	4
General Ability and Experience.....	16
Organization and Key Staff Qualifications	18
Case Studies	21
Price	25
MWESB.....	25

Letter of Transmittal

We would like to thank James Madison University (JMU) and the evaluating committee for the opportunity to be a part of this proposal process. Founded in 2000, The Research Associates (TRA) is an award-winning firm with extensive experience performing program development research, audience analysis, strategic communications, and strategic planning for a broad range of leading higher-education institutions and private-sector organizations.

By utilizing our proprietary framework, we propose to provide the following:

- Conducting geodemographic and market analysis of new and existing markets to identify new pipelines of students in and out of state.
- Identifying and developing a 5-year comprehensive strategy to increase enrollment from underrepresented student populations and programs of study.
- Developing inquiries and leading the inquiries to applicants.
- Increasing the percent of admitted students who matriculate.
- Maintaining and strengthening university presence in existing markets.
- Expanding brand awareness to a national scale.
- Identifying advertising opportunities with a high return - including digital, print and out-of-home formats.
- Working with colleges that are moving to a higher Carnegie reclassification.
- Building successful strategies for CRM implementation
- Scanning existing marketing practices, communication methods and team organization to offer feedback on how to improve.

-- TRA Team

**Redacted:
Pages 4-15,
Experience and
Approach:
Geodemographic
Research and
Marketing Services**

General Ability and Experience

Our Differentiators

What differentiates TRA from other market research companies is our ability to measure key drivers by using the most advanced and sophisticated consulting tools such as:

- Innovation Management
- Key drivers for enrollment
- Strategic communications and optimization
- Student success drivers
- Non-linear and relationship-based demand analysis
- Benchmarking indices
- Strategic audit
- Marketing process optimization
- Technology implementation, including CRM

More importantly, to fully utilize our unique tools and expertise, we don't work with our client's direct competitors, unlike many higher-education-focused research and consulting firms. Our philosophy makes every client engagement truly unique and differentiated. In other words, we don't use "recycled/canned" higher-education research models that other higher-education institutions use.

Higher Education Expertise

TRA has worked on market research projects for many leading State universities such as Stony Brook University, University at Buffalo, University of South Carolina, Georgia State University, Rutgers, University of Missouri, and University of Arizona.

Significant Public-Sector Experience

TRA has experience in market research and strategic planning initiatives for numerous leading government organizations such as the US Department of Commerce – Census, US Department of Commerce – Commercial Service, US Department of Justice – UNICOR, Securities and Exchange Commission, New York State Department of Health, Red Cross to name a few.

TRA Brings in Innovative Strategy Methodologies –Corporate Brands

In addition to higher education and public-sector organizations, we have extensive experience in planning and conducting market research and strategy initiatives for a broad range of multi-billion-dollar brands (such as Microsoft, Disney, LG, NBC, Coca-Cola, Samsung, Royal Caribbean Cruise Lines, and Universal Studios). For those organizations, we have developed a number of cutting-edge tools, including the AIs.

Our experience in the non-higher education environment can also be transferred to JMU.

Notable Recognition

- TRA has been awarded by **INC magazine** as one of the **Top 500 Companies in the USA**.
- **The ARF David Ogilvy Award: Gold Award and Research Achievement Award**

TRA Ensures Project Effectiveness

As a boutique firm with low overhead, TRA provides services cost-efficiently and with flexibility in pricing. Our size and select client base of prestigious higher education institutions and companies allow us to be extremely responsive. Many TRA staff have graduated from top schools and have significant strategic marketing planning and market research experience. Furthermore, we only allocate senior people (over 20 years of experience) to our client engagements. Our experience and education enable us to plan and perform work most efficiently.

Work Load Management

TRA would like to assure JMU that the services provided by TRA and outlined in this proposal will not be jeopardized by the established commitments listed above or any other potential obligations. In addition, TRA would like to assure JMU that under no circumstances would "Key Personnel" limit or recede JMU's allocated time unless, of course, this request comes directly from JMU itself.

TRA Guarantees Personal Service and Client Satisfaction

TRA provides a high level of personal service to clients throughout the US. Our consultants reside in the Metro New York area, including Long Island. As a result, we will be ready for your requests promptly and quickly. This personal service for JMU would include (but not be limited to): in-person meetings set up at the convenience of JMU; weekly written status reports; daily communication with the project lead at JMU; as well as sharing our knowledge and methodologies with the JMU stakeholders.

Administration and Security

We understand that a research solution should be able to handle the volume of surveys and ensure security, privacy, and confidentiality. What differentiates TRA from other research firms is that we are one of the few market research companies in the US with the Top-Secret clearance level. Our clearance level demonstrates and proves our commitment and experience in ensuring panel data security and confidentiality.

We have an insurance policy that meets JMU's requirements.

Organization and Key Staff Qualifications

Sung Lee – CEO

Known as one of the leading market researchers/strategists in the "Analytics and Planning" industry. At TRA, he has provided strategic market research and branding services to leading organizations:

- Higher Education: University of South Carolina, University at Buffalo, Stony Brook University, State University of New York, Rutgers, Baruch College, Housatonic Community College, Southeast Missouri State, Lifetopia/Roommate Click (University Housing Solutions) and University of Arizona;
- Public Sector: State of California, US Department of Justice, U.S. Department of Defense, US Department of Commerce and New York State Department of Health; and
- Leading Brands: Walt Disney, Universal Studios, Sesame Street, Lehman Brothers, Goldman Sachs, Time Warner, Samsung, LG, and Royal Caribbean Cruise.

As a senior-level marketing/brand strategist at Walt Disney Parks and Resorts, he designed and led a number of marketing research and plans. Prior to Walt Disney, he worked on market and corporate strategy projects with McKinsey and change management/re-engineering projects with A.T. Kearney/EDS.

MBA from Columbia Business School and his Engineering degree from Carnegie Mellon University

David Gechijian - Director

David has extensive experience in planning and conducting consumer research initiatives as well as developing business and branding strategies. A few of the recent research projects that David has worked on at TRA include University at Buffalo, LG Global Strategy, Universal Studios, Stony Brook University, Walt Disney World Parks Resorts and Ten Broeck Healthcare.

Before TRA, as a research consultant at Siegel+Gale, David was responsible for conducting research programs that were used to inform the development of clients' brand strategy. Specific research deliverables included brand equity studies, naming validation studies, segmentation/target audience profiling, employee alignment surveys, consumer/b2b focus groups and IDI's, touch-point analysis, visual identity system evaluations and brand performance benchmarking and tracking studies. A partial list of clients include breastcancer.org, Enterprise Rent a Car, Sony PlayStation, American Express, Florida State University, Yahoo!, AARP, Environmental Defense Fund and Vanguard.

MBA from the M.I.T. Sloan School of Management. Cum Laude from the NYU. Stern School of Business with a BS in Accounting.

Steven Struhl - Director

Dr. Struhl has more than 25 years' experience in consulting and research, specializing in providing effective, practical solutions based on statistical models of decision-making and behavior. Steven's experience includes running his own analytical consulting business, Converge Analytic. Before this, he served for 15 years as Senior Vice President, Senior Methodologist at Total Research (later Harris Interactive), where he worked as head of analytics for the life sciences/pharmaceutical group. In this role, he was responsible for all analytical work for a group whose revenues reached \$60 million. He focused on strategy and analytics for pricing, product/service optimization, patient and medical database analytics, and analysis of decision making, customer loyalty, and consumer motivations. His work also addresses understanding consumer groups and their motivations, optimizing service delivery and product configurations and finding the meaningful differences among products and services. Earlier experience includes working as Director of Market Research at SPSS, Inc., where he guided the development of new statistical software and senior positions in financial services and communications.

He has written a book, *Market Segmentation: An Overview and Review*, as well as many articles on multivariate analysis, computer software, and psychology. He also frequently speaks at conferences and has given numerous seminars on pricing, choice modeling, market segmentation, and presenting data; and has taught graduate courses in statistical methods and data analysis.

MBA from the Booth School at the University of Chicago, a doctorate in psychology from the Chicago School of Professional Psychology, and MA and BA degrees from Boston University.

Jeremy Savian – Director Qualitative Research

Jeremy is leading the Consumer Research practice for The Research Associates. Jeremy is a foremost expert in the relationship between brand concept/design and consumer usage/behaviors. He helps TRA's clients develop "*customer-mind-&-behavior-centric*" branding programs and branded products. At TRA he has worked on several notable projects such as LG, US Department of Justice, US Department of Commerce, University at Buffalo, Stony Brook University, JMU and New York State Department of Health.

Ph. D. in Anthropology from State University of New York at Buffalo and a BFA in Industrial Design from Carnegie Mellon University.

Amy Lee - Director

Amy is the managing director at TRA. Amy is responsible for developing organizational strategies for the customer-centric age. Amy's team has identified 12 crucial factors for organizations to market successfully in the fast-moving environment. At TRA, Amy has worked with Disney, University at Buffalo, Southeast Missouri State, LG, US Department of Defense, to name a few.

Prior to TRA, Amy worked as a Consultant at CreativeLee where she designed management workshops and performed organizational strategy consulting for the leading companies such as Pfizer, The Walt Disney Company, and Citigroup by:

- Developing strategies by gathering information (via in-person interviews and surveys), grouping the symptoms and root cause(s) (via cluster and factor analysis) and recommending action steps.
- Building the incentive plans and systems.

Masters in Organizational Psychology from Columbia University and a BA in Economics from Columbia College in New York City.

Case Studies

Higher-Education Case Studies

University of South Carolina (USC) – Comprehensive Communications and Strategies

Audience Perception and Positioning

Based on consumer research, TRA generated market perception and attribute mapping. As a result, TRA identified strategic attributes for overall and each audience group (students, alumni, staff, community, faculty, parents and stakeholders) based on the USC's competitive positioning (key attributes) and market/audience attractiveness (key excellent university attributes).

We took the following steps to define key attributes by implementing a "competitive brand/positioning" methodology:

- Identify a relevant set of competitive brand attributes that define the umbrella brand and the subset brands based on the audience
- Review and analyze the intensity of a brand's current position in audiences' minds
- Determine each audience group's current perception based on audience mapping
- Determine the most optimal combination of key attributes by overall and each audience group based on TRA's proprietary "brand attribute mapping" tools.
 - o TRA's brand attribute mapping tools are based on factor analysis and regression analysis

Branding Platform Development and Measurement

TRA took the following steps to assess the effectiveness and accuracy of USC's branding platform --- *Strategic Metrics*:

- Define branding metrics/standards of performance
- Specify the necessary attributes to measure
- Obtain the needed control data
- Develop branding platform
- Evaluate feedback data
 - Examine the gap between actual data and standards of performance
 - Measure whether USC's branding platform meets strategy and objectives or not

Student Driver Analysis

To analyze and define key student drivers, we used Bayesian networks (or Bayes Nets) an analytical approach that differs from the regression-based approaches that typically have been used in predictive modeling. Bayes Nets differ from regression by looking at the entire pattern of scores in the different variables. This is much more detailed than a single number that summarizes fit to a straight line.

Once all the data was collected, the network model was built. As part of this project, two main outputs/deliverables are needed:

- 1) Development of network map to show the interaction of variables on student decision making -- a visual representation of the order and exchange of factors as part of student decision-making and any differences in this path for different students.
- 2) Variable Impact Analysis: The model determines the importance of the variables and the sensitivity of each dependent variable (alumni conversion). This part of the deliverable compared the effect of changing each variable across the system to help identify key drivers for USC to focus on having a meaningful impact.

Other Notable Projects

- SC Resident and Business Outreach Programs
- Needs and Behavior-Based Segmentation – Cluster Analysis
- Brand Tracking Study – Regression and Correlation Analysis
- Exploration of Brand Attributes– Regression and Correlation Analysis

University of Missouri – Market Research

Background. TRA helped the University of Missouri on expanding undergraduate distance/online programs by exploring the following issues:

- Which of UMOL's on-ground undergraduate degrees have the best sustainable market potential for online delivery A) domestically and B) internationally?
- What are the top 5-10 bachelor's degrees not now offered at UMOL that we should consider developing for online delivery?
- What are the top 5 – 10 bachelor's degrees with the highest enrollment (most significant market growth potential?) among Military audiences?
- What are the key course design/delivery elements most important to distance students that most affect their selection of that institution or program?

Survey development. Surveys were designed by TRA to assess interest in online degree programs and to identify criteria used when selecting degree programs delivered online.

Data collection procedures. A sample company provided a list of US consumers who were currently enrolled in college and had a bachelor's degree or less. A list of active students in the high school program (n = 3,264) was identified by Mizzou K-12 Online staff. All US consumers and international high school students were invited by email to complete the survey and supplied answers based on an emailed survey link.

Competitive analyses. The most preferred degrees by participants in this study were subjected to competitor analyses to identify which degrees may represent unique opportunities for Mizzou. Competitor institutions were selected based on the following criteria:

- Size of program inventory
- Widespread brand awareness
- Geographic proximity to UMOL places them among the consideration set of Missouri and Midwest higher education seekers

TRA examined 10 local/regional institutions as well as 48 top-ranked online programs (among public 4-year institutions with 5000+ distance students) based on rankings by the US News and World Report. The competitive analysis focused only on bachelor's/undergraduate degrees offered online.

Secondary data research. In addition, TRA examined notable and publicly available secondary data (e.g., Princeton Review and Education Dynamics), federal government data, and Missouri employment data to identify and cluster recommended degrees not currently offered by UMOL on-campus.

University at Buffalo (UB) – Research and Program Planning

Economic Impact Analysis and Program Plan

Developed and analyzed key economic growth drivers in the Western New York region by researching key stakeholders.

- Developed a research plan
- Designed the surveys
- Collected the quantitative survey data
- Identified key economic growth drivers and value of key programs
- Identified key influencers and program advocates
- Recommended key programs for economic growth
- Obtained funding from NYS based on our advocacy plan

Planning Analysis

We conducted a brand analysis as a preliminary step in developing the full plan for UB. The brand SWOT analysis included a thorough examination of UB's internal strengths and weaknesses as well as the market's opportunities and threats. The application of SWOT analysis clarified UB's present situation concerning the overall market and, more specifically, the areas identified by its competitive environment.

Stakeholder Research and Success Measurements

To achieve UB's stated goal, TRA needed to understand the perception stakeholders have towards UB and universities that it competes with. To do this, TRA, in collaboration with UB staff, designed and conducted several critical research initiatives. The knowledge acquired from these initiatives was subsequently used to assist in developing a marketing plan that served to separate UB from its peer group of competitors.

We designed research to gain an understanding of the following specific points:

- Which stakeholder segments offer the best ROI per dollar spent?
- What are the key characteristics of each identified stakeholder segment?
- What channels should be used to reach each of the identified stakeholder segments?
- How much should be invested in each form of media (per stakeholder segment, per program/major, and overall)?
- Which UB programs/attributes should be emphasized in various key initiatives?

Price

Total Fixed: \$96,000

Average Hourly Fee: \$124.00

MWESB

The Research Associates is a Minority/Woman Owned Small Business.

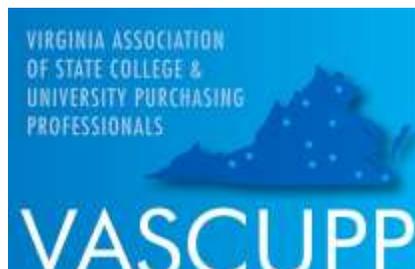


Request for Proposal

RFP# JPG-1131

**Admissions and Geodemographic Research and
Marketing Services**

September 15, 2021



REQUEST FOR PROPOSAL
RFP# JPG-1131

Issue Date: September 15, 2021
Title: Admissions and Geodemographic Research and Marketing Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on October 13, 2021 for Furnishing The Services Described Herein.

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

All Inquiries for Information and Clarification Should Be Directed To: Jeremy Good, Buyer Specialist, Procurement Services, goodjp@jmu.edu; 540-568-3131; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By:

(Signature in Ink)

Name:

(Please Print)

Date:

Title:

Web Address:

Phone:

Email:

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # JPG-1311

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1-2
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	2
IV.	STATEMENT OF NEEDS	Page	2-5
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	5-8
VI.	EVALUATION AND AWARD CRITERIA	Page	8
VII.	GENERAL TERMS AND CONDITIONS	Page	8-15
VIII.	SPECIAL TERMS AND CONDITIONS	Page	15-20
IX.	METHOD OF PAYMENT	Page	20
X.	PRICING SCHEDULE	Page	20
XI.	ATTACHMENTS	Page	21
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Admissions Geodemographic Research and Marketing Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

About James Madison University

Founded in 1908, James Madison University (JMU) is a comprehensive public university located in Virginia's Shenandoah Valley. JMU is a community of higher learning that reaches beyond the pursuit of instruction, developing well-rounded citizens who make a real difference in the world. We are continually building a culture marked by strong relationships, engagement, teaching excellence, ethical reasoning, discovery, and a commitment to the liberal arts and sciences. Students often describe their experience as one where we "hold the door open" for each other. We see this as both literal – reflecting a warm and welcoming community – and figurative, where we open opportunities for our students by fostering the cultivation of ideas in and beyond the classroom. We offer the benefits and resources of large scale and mass while providing close relationships between students and faculty – the benefits of big with a small feel.

At JMU, that's what Being the Change is all about. JMU graduates are far more than merely educated. Members of a fellowship of doers, they know how to make things happen. They've honed their ability to think critically. They've learned the importance of a strong work ethic and have become committed to and skilled at collaborating with others. Equal parts intellect and action help mold JMU graduates. Crafting the knowledge. Walking the walk. Seizing the day. Being the Change.

In June 2020, JMU adopted a new strategic plan that positions the University to respond to the ever-changing needs of our local, regional, and global communities. JMU's strategic plan has four guiding priorities:

1. Being the Change at Work and in the World
2. Embracing Diversity, Equity, and Inclusion
3. Attracting the Students of Tomorrow
4. Recovery and Learning from COVID-19 and Beyond

In 2022, JMU will be reclassified as an R2 high research university, effectively making the institution a national university. This is due to growth in JMU's graduate and doctoral programs. While this reclassification will not change the essential offering of JMU, it will have an impact on external university rankings (such as U.S. News and World Report). The university has performed well in regional rankings thus far, but as we move to a national status, we anticipate typically ranked accolades to drop.

JMU has an enrollment of approximately 22,000 students and 4,000 faculty and staff with more than 600 departments that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the university can be found at the following website: www.jmu.edu.

About JMU Admissions

Undergraduate Admissions to JMU is selective. The Class of 2025 was selected from 22,040 applicants. The top schools with which JMU competes for applicants include large public research institutions and mid-size private liberal arts institutions. Of the 18,461 students admitted to JMU for the Class of 2025, approximately 4,800 enrolled for fall 2021; 79% in-state, and 21% are out-of-state. Approximately 41% of first-year students are male and 24% are students of color. Half the applicants admitted to JMU have an SAT score between 1180 and 1340 or an ACT score of 25 and 30.

JMU's retention and graduation rates are above the national average; 90% retention rate and 6-year graduation rate of 82%. After graduation, 98% of 2020 JMU graduates were employed in graduate school or involved in other career endeavors within six months of graduation. Recently, JMU has experienced shifts in the type of student who applies (in and out-of-state), a 10% decline in applications primarily from out-of-state applicants, and a slight decline in the academic profile of the student who enrolls. JMU's recruitment model leverages strategies based on past performance, academic profile, historical travel patterns, and final enrollment yield. JMU is experiencing downward trends in the yield from admitted applicants. JMU's ability to reach the type of prospective students who would enroll if admitted has declined. Out of state, JMU has seen a decline in yield from regions that typically provide students. This trend will continue unless efforts are made to expand JMU's brand awareness, identify new and emerging markets, and develop a robust targeted marketing plan. We historically work with a modest marketing budget and staffing resources.

JMU has continued to refine recruitment strategies to attract inquiries, applications, and enrollees in primary market areas. A personal approach to the individual inquiry/applicant has been a priority, yet due to increased competition and the increasing financial need of our applicant pool, our efforts have been inhibited. In June 2021, Undergraduate Admissions made the switch to use Slate as the primary CRM, expanding communication options and data management beyond our previous capabilities.

JMU seeks to work with a marketing firm whose background and mission is to work with universities on market analysis, marketing strategies, and enrollment efforts; a firm that supports the full admissions life cycle of student recruitment.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

1. The Office of Admissions at JMU is seeking admissions geodemographic research and marketing services to identify new and emerging markets, develop marketing strategies to attract students in existing and new markets, and increase overall student yield. Respond to each area below in detail and describe your firm's background in these general categories.

- a. Geodemographic and market analysis of new and existing markets to identify new pipelines of students in and out of state.
 - b. Identify and develop a 5-year comprehensive strategy to increase enrollment from underrepresented student populations and programs of study.
 - i. Increase male enrollment by 10%.
 - ii. Increase racial and ethnic diversity enrollment from 24% to 30%.
 - iii. Increase first-generation enrollment by 10%.
 - iv. Increase the percentage of Science, Technology, Engineering, and Mathematics (STEM) applicants by 10%.
 - v. Increase the number out-of-state applications in existing and emerging markets.
 - vi. Stabilize and improve out-of-state enrollment with an enrollment goal of 30% out-of-state representation.
 - c. Developing inquiries and leading the inquiries to applicants.
 - d. Increasing the percent of admitted students who matriculate.
 - e. Maintaining and strengthening university presence in existing markets.
 - f. Expanding brand awareness to a national scale.
 - g. Identifying advertising opportunities with a high return - including digital, print and out-of-home formats.
 - h. Working with colleges that are moving to a higher Carnegie reclassification.
 - i. Building successful strategies for CRM implementation (preferably in Slate). Describe other CRM technologies for which you support integration.
 - j. Scanning existing marketing practices, communication methods and team organization to offer feedback on how to improve.
2. Describe your firm's ability/experience with each of the following items. JMU is looking for a partner that:
- a. Has a strong reputation of being collaborative.
 - b. Has an established track record of helping clients achieve enrollment goals.
 - c. Has a reputation of being innovators.
 - d. Can audit existing practices and work with JMU staff to improve the organization of our recruitment teams.
 - e. Has experience with CRM Slate and marketing integration with Slate.

- f. Can incorporate and improve upon the parts of JMU's recruitment efforts that have been successful, including:
 - i. Use of geodemographic data
 - ii. Purchasing of names
 - iii. The JMYOU platform
 - iv. Taking in-state/out-of-state inquiries to the applicant stage
 - v. Regional advertising strategies
 - vi. Budget allocation for recruitment, advertising and marketing
 - vii. Translation of the university's brand for prospective students
 - viii. Digital advertising strategies
 - ix. Student and parent communication methods/strategies
3. Describe in detail your firm's approach to meeting the recruitment goals of JMU that the requested marketing company is expected to support.
 - a. Allow JMU to dominate its primary markets relating to inquiries generated, applications received, and students enrolled.
 - b. With the impending high school graduate decline, JMU is looking for a partner with an innovative approach to enrollment marketing that will:
 - i. Incorporate the existing geodemographic data that JMU uses to identify regions that possess students who might be interested in JMU.
 - ii. Provide messaging and instant replies tailored to the student's specific interests.
 - iii. Incorporate internally generated names from university outreach in admissions recruitment efforts.
 - iv. Develop organized marketing initiatives that work collectively to attract and maintain the interest of potential students from 7-12th grade.
 - v. Help JMU increase its market share in key in-state and out-of-state regions.
 - vi. Help raise JMU's name recognition and the value of the JMU educational experience.
 - vii. Develop and implement a comprehensive plan to market the value of a JMU degree in new and existing market areas.
 - viii. Increase the yield of admits to enrolled, to enable JMU to meet annual enrollment targets.

- ix. Develop organized marketing initiatives that work collectively to close the deal and move admits to enrollees.
 - x. Help JMU increase yield in key in-state and out of state regions.
 - xi. Raise the recognition of the value of JMU's educational experiences to increase matriculates.
 - xii. Identify where JMU should increase and decrease recruitment efforts in order to maximize impact on enrollment.
 - xiii. Incorporate the various academic and co-curricular parts of JMU into the yield effort.
 - xiv. Increase the JMU name recognition in current markets.
4. In addition, to off-set the impact of the high school graduation cliff that has already hit parts of the United States and by 2026 will impact 48 states directly and 50 directly and indirectly, JMU seeks to contract with a marketing firm that can assist in developing a long-term, comprehensive marketing and communications plan in order to continue to meet enrollment goals, specifically:
- a. JMU's primary out-of-state regions will be impacted heavily. JMU needs a marketing plan to identify innovative, economically feasible and sustainable recruitment methods in new regions. Describe in detail how your firm would work to meet this goal.
 - b. JMU's primary in-state and out-of-state regions will see an influx of new competitors as they try to increase the yield from these same regions. JMU must be ready to defend these regions and increase the portion of students who seriously consider our University. Describe in detail how your firm would work to meet this goal.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and seven (7) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or**

blacked out. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements.

The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received

Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

1. Quality of products/services offered and suitability for intended purposes
 2. Qualifications and experience of Offeror in providing the goods/services
 3. Specific plans or methodology to be used to perform the services
 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses
 5. Cost
- 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 offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does

not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the

Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

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

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

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

From: _____

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

Name of Purchasing Officer:

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

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

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

contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

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

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

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

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other

participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

- Q. **OWENERSHIP OF DATA:** Ownership of all data, material, and documentation originated and prepared for James Madison University pursuant to the RFP shall belong exclusively to James Madison University.
- R. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

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

Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf> .

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

ADDENDUM NO.: One

To ALL OFFERORS:

REFERENCE:	Request for Proposal No.:	RFP# JPG-1131
	Dated:	September 15, 2021
	Commodity:	Admissions and Geodemographic Research and Marketing Services
	RFP Closing On:	October 13, 2021

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

- Question:** What is the intended first enrollment period for execution of the requested strategy?
Answer: Fall 2023
- Question:** How many student records (College Board, Encoura, etc.) does JMU intend to purchase, and which graduation years?
Answer: JMU purchases between 75-100k search names annually. In 2021, JMU purchased graduation years 2022, 2023, & 2024.
- Question:** Regarding page 3 (Sec IV, 1.b): *“Identify and develop a 5-year comprehensive strategy to increase enrollment from underrepresented student populations and programs of study.”* Is JMU looking to optimize their academic program portfolio mix by looking at the health of current offerings and opportunity associated with new programs? Or are you simply looking to better understand how to enroll students interested in specific areas of study?
Answer: JMU is looking to enroll students interested in specific areas of study to strengthen/increase participation in existing programs that are stagnant or declining enrollment.
- Question:** Is there a desired annual budget we should be aware of?
Answer: The university does not disclosure budget information for a project.
- Question:** Are current budget dollars funding this RFP, or is JMU looking to invest new budget dollars?
Answer: New budget dollars.
- Question:** Since the size and quality of enrollment audiences is the goal of this work, we assume financial aid needs to be part of the scope but there is little mention of cost/aid in the RFP. Can you elaborate on what you expect the firm to do and not do with JMU’s financial aid processes and systems?
Answer: The scope of this project does not include financial aid or scholarship strategy.
- Question:** Why is JMU interested in this initiative at this time?
Answer: In 2022, JMU will be reclassified as an R2 high research university which is moves the university from regional to the national list. The goal of admissions is to be prepared to identify new markets in and out of state as JMU moves to a national university. This project is about expanding JMU’s brand awareness in and out of state.
- Question:** Who are the last outside firms to conduct audience research, do enrollment planning, and execute brand initiatives, and when did they last work with JMU?
Answer: That information is not available.
- Question:** The research requested does not include primary research with your audiences (e.g., surveys of prospective students), which would benefit all enrollment- and marketing-related parts of the project. Would you consider an approach that includes survey research?
Answer: Yes
- Question:** Is the digital campaign meant to focus only on undergraduate populations, or should it extend to grad/online? If not, it may compete.

Answer: The focus is on undergraduate admissions only. We do not offer online degree programs and the graduate school is a separate entity with a very different audience.

11. **Question:** In the RFP, the university wishes to engage 7-12 grade prospects. What sort of outreach does the university currently engage in with 7-9 grade students?

Answer: JMU has a Middle School Leadership Academy, a summer program. The program has been on hold since 2019 due to the pandemic.

12. **Question:** How extensive are the university's electronic and print fulfillment communications?

Answer: The current digital and print communications are adequate for the high school senior prospects that have expressed interest in JMU, reside in known regions, or purchased names. There is an opportunity to expand digital and print communication strategies for high school underclassmen.

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

Sincerely,

Jeremy Good

Buyer Specialist

Phone: (540-568-3131)