



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6192

This contract entered into this 16th day of November 2021, by Spark451, 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 January 19, 2022 through January 18, 2023 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 MPC-1098 dated July 13, 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, dated July 30, 2021
(e) Addendum Two, dated August 4, 2021
(3) The Contractor's Proposal received August 11, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated November 9, 2021

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

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

PURCHASING AGENCY:
By: [Signature]
(Printed Name)
Title: JMU Procurement Buyer Senior



**RFP # MPC-1098, Digital Advertising Services
Negotiation Summary for Spark451
November 9, 2021**

1. Parties agree that items within this Negotiation Summary modify RFP# MPC-1098 and the Contractor’s response to RFP# MPC-1098 and that this Negotiation Summary takes precedence in conflict.
2. Contractor’s proposal pricing for James Madison University is hereby modified (or “as in proposal” if it has not changed) from the proposal, dated July 13, 2021 as follows:

a. Campaign Tier Pricing

Campaign Net Media Spend	Media Strategy, Setup & Management Fees	Reporting/Analytics	Creative Fees
\$1-\$99,999	18%	8%	7%
\$100,000-\$199,999	16%	8%	7%
\$200,000 - \$299,999	14%	8%	7%
\$300,000 - \$399,999	13%	7%	5%
\$400,000+	13%	7%	5%

b. Consultation

i. Per Consultation Cost:

1. \$1,800 inclusive of the following:

- a. Initial consultation phone call on topic discussed – est. 90 minutes
- b. Spark451 putting together a plan that JMU can execute with strategic direction and tactical steps – est. 7 hours
- c. Spark451 presenting and discussing that plan with JMU – est. 90 minutes

2. Consultation Bundle Discount (3 or more sessions) \$1,500 per consultation

ii. Spark451 shall provide brief consultative or fact-finding calls to gain insight quickly at no charge. In-depth, substantial calls will be billed at a rate of \$180/hour. Spark451 shall disclose to the University in advance of the incurrence of charges that calls will require a purchase order.

1. After 30 hours of consultation services, Spark451 shall provide a discount on the hourly rate, at a maximum rate reduction of \$150/hour.

c. Spark451 shall provide a detailed invoicing that is itemized by fees due to Spark451 versus ad spend.

d. Contractor currently cannot accept payment by credit card.

3. All travel expenses to be reimbursed by the university shall be pre-approved in writing by the university. Should travel expenses be required, they shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals.



**RFP # MPC-1098, Digital Advertising Services
Negotiation Summary for Spark451
November 9, 2021**

<http://www.gsa.gov/portal/content/104877>

<http://www.gsa.gov/portal/content/101518>

4. Contractor agrees that all exceptions taken within their initial response to RFP# MPC-1098 that are not specifically addressed within this negotiation summary are null and void.
5. Contractor shall agree that all potential fees have been disclosed and additional charges will not be accepted by the University.



865 Merrick Avenue, Suite 451
Westbury, NY 11590
T: 516.442.4650
www.spark451.com

James Madison University
Digital Media Service Order
[Name and Date of Specific Initiative]

This Service Order ("Service Order") is entered into as of [beginning date], between James Madison University Procurement Services ("Client"), whose principal place of business is at 800 S Main Street, Harrisonburg, VA 22807 and Spark451®, Inc. ("Spark451®"), whose principal place of business is at 865 Merrick Avenue, Suite 451 Westbury NY, 11590. This Service Order relates to the [contract name] contract signed [insert date] and which has an annual anniversary on the same date.

Services. Spark451® will provide Client with the services described in the attached document ("Services"). Changes to the scope of the Services shall be made only in writing executed by authorized representatives of both parties.

1. Term and Termination. This Service Order shall remain in effect from beginning date until end date. Either party shall have the right to terminate this Service Order early by notifying the other party in writing at least thirty (30) days prior to the date that party wishes to terminate this Service Order. Upon termination Spark451® shall promptly provide all work product created hereunder to Client (including any unfinished work product) and shall invoice Client for any unpaid services. If applicable, refunds will be made by check within 30 days of contract termination.
2. Payment Terms. The Client shall pay Spark451® for performance of the Services as set forth in this Service Order within thirty (30) days of invoice, unless noted otherwise below, and according to the following payment schedule:
 - a. Interactive services (digital media) – 100% upon service order inception.
 - b. When cumulative digital media spending for each contract year exceeds stated thresholds (campaign tier pricing table below) fees will be changed as displayed only for future/additional net spending until the annual contract anniversary. Cumulative spending for purposes of calculating the campaign tier pricing is reset to zero at the annual contract anniversary of [insert anniversary date].
 - c. For purposes of campaign success minimum recommended daily spend per digital channel/medium is \$60 for apply/event campaigns, \$125 for undergraduate lead generation campaigns and \$175 for graduate lead generation campaigns. Spark451 proposed to consult various departments at James Madison University to advise on in-house campaigns. The investment associated with these consultations is \$1,800 per consultation or \$1,500 per consultation as a bundle discount on three or more sessions if on the same service order.
 - d. Any additional work above and beyond the Services described in this document must be mutually agreed upon and detailed in a writing signed by both parties, which shall state the fees for such additional work.
 - e. If upon receipt of any invoice Client should have any objections, Client shall provide written notice of such objections to Spark451® within twenty (20) days of receipt of such invoice.
 - f. Any outstanding invoice balance remaining 30 days past the invoice issue date in accordance with the Virginia Prompt Payment Account. Spark451 reserves the right to limit capital investments related to any new work while a previous invoice has an outstanding balance of payments.
3. Work for Hire. The services provided by Spark451® under this service order are work for hire. Client retains any and all copyright and trademark interest in any and all design work arising out of this Service Order. This excludes any Spark451® software technology, which will remain the property of the

Company. The Client will not retain any rights or access to this technology beyond the expiration of this Service Order.

4. Privacy and Security; Confidentiality. This service order covers confidentiality related to the client's information and Spark451's information.

To the extent, in performing the Services, Spark451® is afforded access in any way to any information that can be used to identify, locate or contact an individual, including a potential student of Client, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; or (E) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing ("Personal Data"), Spark451® shall (i) at all times comply with all applicable privacy and security laws and not, by act or omission, place Client in violation of any applicable privacy or security laws and (ii) establish policies and procedures to provide all reasonable and prompt assistance to Client in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of any Personal Data. Spark451® acknowledges and agrees that any Personal Data that is acquired by Spark451® in connection with the provision of Services pursuant to this Service Order will be considered confidential and proprietary information of Client and all right, title and interest in such Personal Data is owned by Client. Spark451® will use such Personal Data only as necessary to perform the Services in accordance with this Service Order and will maintain such Personal Data in strict confidence and in accordance with any other security or data protection policies furnished by Client from time to time. Upon request from Client, Spark451® will provide Client with all Personal Data in Spark451® possession.

All of the parties' other Confidential Information (as defined below) shall be deemed confidential and proprietary. The parties may use the Confidential Information only as permitted hereunder. The parties shall not disclose or provide any Confidential Information to any third party, other than as permitted or required by law, and the parties shall take reasonable measures to prevent any unauthorized disclosure of such Confidential Information by their respective employees, agents, contractors or consultants, including appropriate individual nondisclosure agreements. The foregoing duty shall survive any termination or expiration of this Service Order and shall continue thereafter indefinitely. The parties agree that the non-breaching party may seek and obtain injunctive relief against any breach or threatened breach of this section in addition to any other legal remedies that may be available. As used herein, the term "Confidential Information" shall mean

- a. all information designated by either party as confidential and which is disclosed to the other party;
 - b. any information relating to know-how, markets, customers, products, patents, inventions, procedures, methods, designs, strategies, plans, development efforts, assets, liabilities, prices, costs, revenues, profits, organization, employees, agents, resellers or business in general, or, the algorithms, programs, source codes, user interfaces and organization of a party's products or services.
5. Notice. Each party giving or making notice, request, demand or other communication ("Notice"), pursuant to this Service Order shall give the Notice in writing by personal delivery, facsimile, email, prepaid Registered or Certified mail, return receipt requested, or prepaid nationally recognized overnight courier. Each party giving a Notice shall address the Notice to the appropriate person at the address listed below or at another address as designated by a party in a Notice pursuant to this Section.

If to Client, to: James Madison University
Attn: Krista Nealis, Procurement
752 Ott Street, MSC 5270, Harrisonburg, VA 22807
Tel: 540-568-7523
Email: Nealiski@JMU.EDU

If to Spark451, to: Spark451®, Inc.

Attn: Ronald Tadross
865 Merrick Avenue, Suite 451, Westbury, NY 11590
Tel: 516-442-4650
Email: rtadross@spark451.com

6. Entire Service Order. This Service Order is in pursuant to contract UCPJMU6192 sets forth the entire service order between the parties with respect to the matters addressed herein. It supersedes any prior oral or written emails communications between the parties with respect to the matters addressed herein. This Service Order may be modified or amended only by a writing signed by both parties.
7. Governing Law and Dispute Resolution. This Service Order shall be governed by the laws of the Commonwealth of Virginia, without regard to any provisions pertaining to choice of law.
8. Authority to Enter Into This Service Order. Each person signing this Service Order represents and warrants to the other party that he/she is fully authorized to enter into this Service Order and bind their employer to the terms and conditions hereof.
9. Severability. If any part of this Service Order is found to be invalid, all other provisions will remain in full force and effect.
10. Miscellaneous.
 - a. Each party shall be responsible for its and its agents' negligence, actions and omissions.
 - b. Neither party shall have the right to assign this Service Order without the prior written consent of the other party.
 - c. Neither Spark451® Inc. nor any personnel of Spark451® Inc. will for any purpose be considered employees or agents of the Client. Spark451® assumes full responsibility for the actions of its personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.
 - d. This document is entered into pursuant to contract number UCPJMU6192 which is the governing document for any and all future service orders.

THE PARTIES HERETO HAVE AGREED TO THE FOLLOWING TERMS FOR SERVICES

Campaign Tier Pricing

Campaign Net Media Spend ¹	Media Strategy, Setup & Management Fees ²	Reporting/Analytics ²	Creative Fees ²
\$1-\$99,999	18%	8%	7%
\$100,000-\$199,999	16%	8%	7%
\$200,000-\$299,000	14%	8%	7%
\$300,000-\$399,999	13%	7%	5%
\$400,000+	13%	7%	5%

¹ See note 2(b) above.

² See note 2(c) above.

Note: for all campaigns for the current contract year cumulative net spend has been \$-.

Campaign name(s):

Campaign type(s) and daily spend:

Planned digital media channel(s):

Campaign timeframe:

Campaign Net Spend ¹\$
 Media Strategy, Setup & Management ²\$
 Reporting/Analytics ²\$
 Creative ²\$
 Total Investment ^{1,2}\$

The parties hereto have executed this service order as of the date set forth above.

James Madison University

Spark451®, Inc.

By _____

By _____

Name _____

Name Ronald Tadross

Title _____

Title Chief Financial Officer

Date _____

Date _____

Address

Address

James Madison University
 800 S Main Street
 Harrisonburg, VA 22807

Spark451®, Inc.
 865 Merrick Avenue, Suite 451
 Westbury, NY 11590

SPARK451[®]

RFP No. MPC-1098

Digital Advertising Services
James Madison University

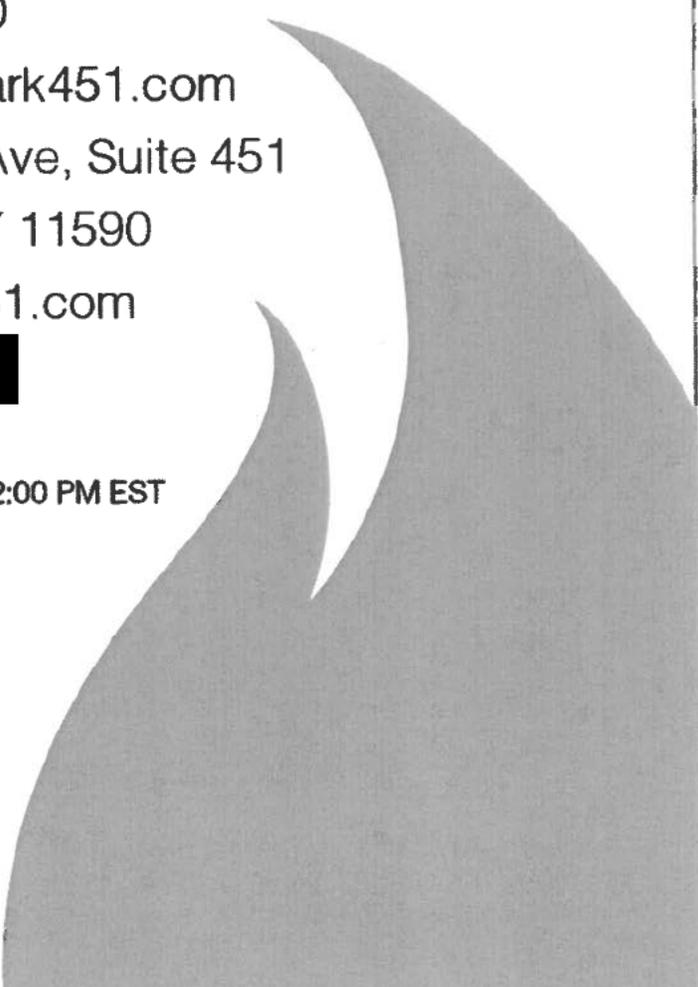


REDACTED PROPOSAL

OFFEROR: Spark451
POC NAME: Pete Colbert
POC PHONE: 516-442-4650
POC E-MAIL: pcolbert@spark451.com
ADDRESS: 865 Merrick Ave, Suite 451
Westbury, NY 11590
WEBSITE: www.spark451.com
DUNS: 

Response Deadline:

8/12/2021 at 2:00 PM EST





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 - G. Provide the names and qualifications of the individual(s) who will act as the primary contact for JMU.26
 - H. Confirm understanding of the following: All intellectual material created by Contractor for JMU under this contract, including but not limited to slogans, campaign themes, advertising



and research, will become the property of James Madison University and will be provided to JMU in the form requested on or before the submission of an invoice for payment..... 26

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Transmittal Letter

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

August 12, 2021

Subject: Letter of Transmittal for Request for Proposal (RFP) No. MPC-1098, Digital Advertising Services for James Madison University

Spark451 Inc. has read and understood the Request for Proposal and is pleased to transmit this response to James Madison University (JMU) to expand its current service offerings to include Digital Advertising. Spark451 is a Small Business Enterprise (SBSD #722862) whose mission is to provide full-service strategic marketing and technology services to the higher education industry. We specialize in enrollment marketing, student search, creative services, and digital media.

Since our founding in 2011, our absolute commitment has been to tirelessly support the goals of our partner institutions and to do so in a budget-savvy way. We have an established track record of working in the trenches with our clients and have amassed numerous industry awards in recognition of our strategic and creative work. The primary objective for JMU's communications is to attract attention and inspire action. Spark451's talented creative team is excited to continue working with JMU to craft the right message and deliver it to the right audience at the right time.

The individual authorized to negotiate on the Offeror's behalf with JMU is:

Name: Pete T. Colbert
Title: Senior Business Development Strategist
Phone: (516) 442-4650
Email: pcolbert@spark451.com

We understand that proposal evaluation can be a daunting task, and we sincerely thank you for taking the time to review our RFP response for Digital Advertising Services.

Very Respectfully,



Pete T. Colbert
Senior Business Development Strategist
Spark451 Inc.

I. RFP Cover Sheet

REQUEST FOR PROPOSAL RFP# MPC-1098

Issue Date: 07/13/2021
Title: Digital Advertising 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 08/12/21 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: Mikayla Comer, Buyer Specialist, Procurement Services, comermp@jmu.edu; 540-568-4160; (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:

Spark451, Inc.
865 Merrick Ave, Suite 451
Westbury, NY 11590

By: 
(Signature in Ink)

Name: Peter T. Colbert
(Please Print)

Title: Senior Business Development Strategist

Date: _____

Web Address: spark451.com

Phone: 516-442-4650

Email: connect@spark451.com

Fax #: 516-442-4647

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
X YES; NO; *IF YES =>* X SMALL; WOMAN; MINORITY *IF MINORITY:* AA; HA; Aa; NW; Micro
Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4345.1 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.

Rev. 1/12/21



II. Plan and Methodology

A. Spark451's Capabilities

(RFP Section IV.A) Spark451 is excited for the opportunity to continue working with James Madison University (JMU) and showcase our additional capabilities to support JMU's Digital Advertising needs. We will use a mixed media strategic approach to paid media campaigns that work towards your goals. The following is a list of our most-used platforms and their capabilities. Please note that this is a sample list of our services, and not all of these platforms will be applicable to your campaign. The details of our digital strategy will be determined in collaboration between the Spark451 Digital Media team and JMU's core team upon kicking off this project.

1. Search Engine Marketing

(RFP Section IV.A.1)

Google Search Ads (formerly AdWords)

- Ad Type: Text ads, responsive search ads
- Targeting Ability: Geographic and demographic targeting, in addition to using highly trafficked keywords to drive clicks
- Objective: Lead generation, branding
- Placements: Google homepage after a search
- Platform benefit: High-intent based search drives ad clicks

Microsoft Ads (formerly Bing)

- Ad Type: Text ads, responsive search ads
- Targeting ability: Geographic and demographic targeting in addition to using highly trafficked keywords to drive clicks
- Objective: Lead Generation, branding

2. Retargeting

(RFP Section IV.A.2) As we have done for the past five years, Spark451 will work with JMU's departmental teams and the University's webmaster to strategically place tracking pixels on appropriate pages of the University website, microsites, or landing pages. The tracking pixels both track performance of our campaigns and identify and retarget site visitors with call-to-action ads across a variety of websites and social media platforms.

3. Mobile Marketing and/or Location-Based Services

(RFP Section IV.A.3) Spark451 has successfully run numerous location-based campaigns for targeting specific audiences and/or events. Examples have included community college campus *(RFP Section IV.A.3. Cont.)* marketing for transfer students, college fair-focused campaigns to increase institutional visibility during the event, and high school campus targeting to encourage dual enrollment and pre-college partnership participation. These campaigns are ideal for general brand awareness and visibility purposes and should not be relied upon for direct response or "conversion-based" campaigns.

4. Social Media Marketing

(RFP Section IV.A.4)

Facebook (FB) and Instagram (IG)

- Ad Type: Image, Video
- Targeting Ability: Well-defined and self-disclosed targeting available, including demographic, geographic, level of education, interests, etc.
 - List-based targeting, look-alike audiences, and retargeting
- Objectives: Branding, website traffic, application generation, lead generation
 - Leads can be collected via a native lead form in platform
- Placements: FB/IG feeds, FB/IG Stories, Apps, Audience Network (can include articles that link out from FB), Messenger, Marketplace
- Platform Benefit: Native lead-generation (in-platform and pre-filled) forms that often have a high conversion rate

LinkedIn

- Ad Type: InMail Message Ad, Sponsored Content/Image Ad
- Targeting Ability: Self-disclosed, job-specific targeting (job title, seniority, etc.)
 - List-based targeting and look-alike audiences, retargeting
- Objectives: Branding, website traffic, application generation, lead generation
 - Leads can be collected via a native lead form in platform
- Placements: LinkedIn Desktop and App, InMail is exclusive to LinkedIn Message Inbox, Sponsored Content ads will display in LinkedIn Feed
- Platform Benefit: Personalized messages that go directly to a user, lack of ad fatigue

Snapchat

- Ad Type: Animated gif or video, static image
- Targeting: Geographic, age, specific location of the user (i.e., near high school), interests, list targeting, and look alike from list
- Objective: Brand engagement and awareness for the high school market, traffic, and clicks driving to the website

5. Marketing on media streaming services

(RFP Section IV.A.5)

Spotify

- Ad Type: Audio ad with creative banner component
- Targeting: Age, geographic
- Objective: Branding

(RFP Section IV.A.5 Cont.)

Connected TV

- Ad Type: 15 or 30-second promotional video (must be a professional video)
- Targeting: Demographic, interest targeting, third party data appending targeting, household income, types of shows watched, college-education filtering, retargeting available
- Objective: High-level brand awareness and promotion across dozens of networks
- Placements: Connected TV ads will appear on apps on Smart TVs or smart devices such as Roku or Fire Stick. These ads will only appear on televisions and will not appear on mobile or tablet.



YouTube

- Ad Type: Video, length dependent on placement
- Targeting: Age, demographic, interests, list
- Placements: On YouTube pages, before, during and/or after other videos (both skippable and non-skippable types available)
- Objective: High-level brand awareness

Gmail Sponsored

- Ad Type: Creative with a short message, looks like native email with a CTA button
- Placements: Atop a user's Gmail inbox (desktop and/or Gmail app) in the sponsored or promotions tab
- Targeting Ability: Keywords, contextual targeting, competitors, retargeting
- Objectives: Branding, lead generation, retargeting

6. IP Targeting

(RFP Section IV.A.6) When it comes to serving marketing messages to specific IP addresses, it is most efficient to do so through "retargeting" rather than utilizing IP targeting as an initial means of audience capturing. By focusing our budget on individuals and households who have previously demonstrated an affinity or connected with the University and its brand, we ensure a much stronger ROI within a campaign. (See "Retargeting" – Section A.2)

7. Web Display Advertising to include targeting capabilities

(RFP Section IV.A.7)

Programmatic Display

- Ad Type: Banner ads in multiple sizes
- Targeting Ability: Custom audience targeting such as demographic and geographic targeting, list targeting, and look alike targeting from a list
- Objectives: General branding awareness, website traffic, lead generation (top of the funnel)
- Placements: Top news and entertainment sites, providing high exposure

Google Display Network

- Ad Type: Banner ads in multiple sizes, Responsive display ads
- Targeting Ability: Utilizes machine learning through Google's custom audience data, able to target audiences by intent, affinity, and more
- Objectives: Brand awareness, retargeting

(RFP Section IV.A.7 Cont.)

- Placements: Websites related to user behavior and interests
- Placements: Google homepage after a search
- Platform benefit: High-intent-based search drives ad clicks. Mirrors Google search ads.



8. Google Analytics Integration

(RFP Section IV.A.8) At Spark451, we are firm believers that our campaign services are only as effective as our clients' public-facing brand personas, which are primarily defined by the University's website. Capturing our target audience's attention serves no purpose if the destination we are sending them to doesn't provide a clear, concise, user-friendly experience to lead them to their next steps. With this in mind, our genuine belief is that to be a beneficial partner to our client institutions, we must always be upfront with best practices advice and education on the latest in UX enhancements and the various insights drawn from an institution's own Google Analytics. This one-to-one consultation is a primary service within our overall strategic partnerships and serves as the proverbial "tide that lifts all ships."

Additionally, Spark451 values our broader role as thought leaders in the industry. As such, we maintain an active schedule of internal research and publication to inform and help move our friends and colleagues forward in their pursuit of best practices in communication and marketing. An example of our broader industry thought leadership specific to website trends can be found in our recent blog post, "Higher Ed Web Trends for 2021":

<https://www.spark451.com/blog/higher-ed-web-trends-for-2021/>

9. New marketing tools and resources

(RFP Section IV.A.9) As a thought leader in the higher education marketing industry, Spark451 prides itself on our continuous efforts to seek and maintain cutting-edge strategic and creative techniques for magnifying the brand messaging of our partner institutions. As a Premier Partner with Google, we are regularly involved in Beta testing of new marketing tools and features. Our teams make a rule of monitoring broader marketing trends and developments to keep up with and *drive* new and improved best practices for our campaigns.

10. Search Engine Optimization and Content Marketing

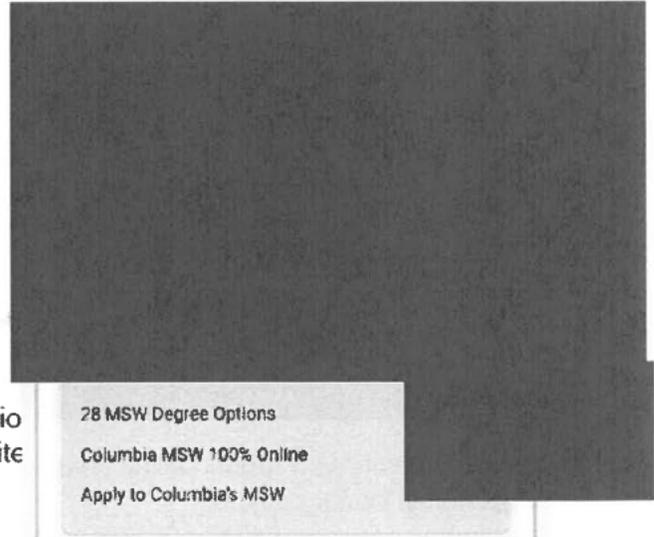
(RFP Section IV.A.10) The interactive and creative teams at Spark451 provide a valuable service to our partner institutions by advising them on best practices for Search Engine Optimization and web content for maximizing the effectiveness and results of the University's marketing initiatives. Through our internal auditing processes, Spark451 will quickly determine basic in-house adjustments that can *(RFP Section IV.A.10 Cont.)* and should be made by JMU's web team to ensure optimal searchability, navigation, and user-friendliness of the University's web assets. Not only will these efforts enhance the University's marketing initiatives, but they will also improve the traffic flow and effectiveness of the organic traffic throughout your website.

11. Creation of landing pages, microsites, or forms connected to a digital ad

(RFP Section IV.A.11) Best practices in digital media marketing dictate the following key ingredients of a successful campaign:

- Banners that mimic the landing page and reflect the brand
- Consistency in keywords, ads, and the landing page in order to achieve a high-quality score and/or relevance score
- A responsive landing page that makes an offer, is well-written, and collects user information
- Should have a minimal number of fields (four is suggested)
- Properly placed and tested Google Tag Manager/ pixels
- Continuous optimization

Spark451's interactive design team has an expertise in creating and implementing custom landing pages, microsite digital campaign.



12. CRM and Data Integration

(RFP Section IV.A.12) As a marketing technology firm agency that is both self-sufficient and platform agnostic, Spark451 offers our partner institutions the flexibility of multiple options in data management and integration. Depending on the technology capabilities and platform preferences, our team can:

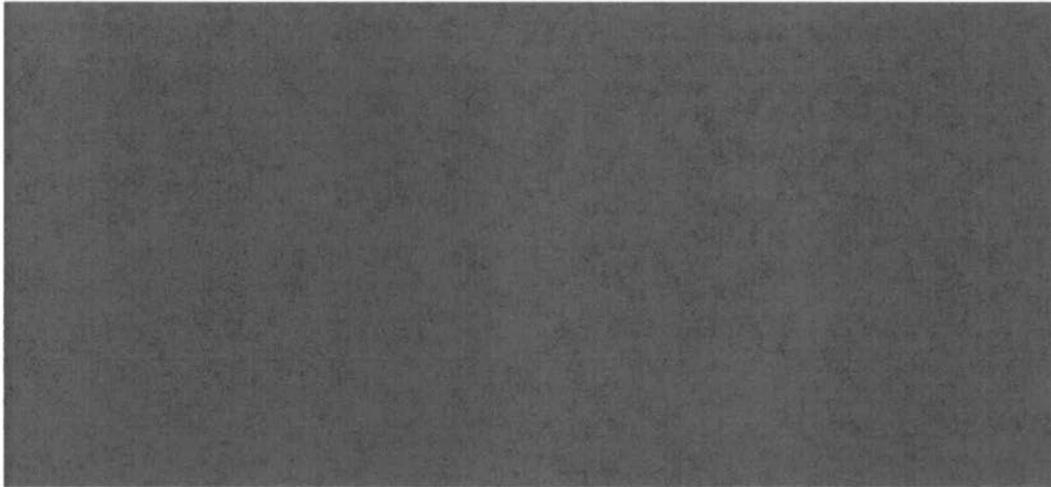
- Build landing pages, microsites, and forms in our proprietary CRM platform and share data with the University through a scheduled flat-file exchange process.
- Our interactive design team builds custom, best practices pages utilizing forms built directly within the University CRM (i.e., Slate, Salesforce, etc.) to enable direct data uploads upon form submission.

13. Creative Services and Development

(RFP Section IV.A.13) To develop compelling communications that tell a meaningful story, it is imperative that we work closely with our partners in every phase of our approach. Our creative and (RFP Section IV.A.13 Cont.) interactive design teams work closely with our partner institutions to plan, design and implement campaigns that support and present the University's brand in creative and compelling ways to drive an optimal response from our target audiences.



Our process is digital media creative development is as follows:



Spark451 maintains a robust online creative portfolio of recent work of all kinds, including digital media. It can be found here:

https://issuu.com/spark451/docs/2020_showcase?fr=sYjhiMzF00DMxOTA

14. Consultation regarding best practices and approaches

(RFP Section IV.A.14) Spark451 is committed to our partnership with JMU. As such, we believe in working diligently in the best interest of the University at all times. We see our role as one of a service provider, a thought leader, and a strategic consultant. While the Spark451 team is always at the ready to take on any campaign needs the University may have, we are also fully willing and able to provide professional consultation for any in-house campaign projects with which individual departments may seek assistance. Pricing for consultation services is provided in Section VII: Proposed Costs.

15. Expertise in both consultation and development of digital advertising services

(RFP Section IV.A.15) Spark451 fully understands the varied budgets, personnel, and capabilities of the many departments and programs at JMU. As a dedicated digital media marketing partner, we are willing and able to provide a comparable array of service levels based on the specific needs of each department or program, ranging from full-service campaign development and management to professional best practices consultation for JMU's in-house campaigns. Pricing for all service levels is detailed in Section VII: Proposed Costs.



B. Examples

1. Case studies of work performed in the higher education space
(RFP Section IV.B.1)

[Redacted text block]

[Redacted text block]

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[Redacted text block]

(RFP Section IV.B.1 Cont.)

[Redacted]

(RFP Section IV.B.1 Cont.)

[Redacted text block]



2. Successfully working with multiple constituents at once

(RFP Section IV.B.2) Over the past five years, the Spark451 team has partnered with a wide array of departments and programs across JMU's campus community, including, but not limited to:

- Admissions
- JMU MBA Programs
- Professional and Continuing Education
- Annual Giving
- Advancement
- Center for Global Engagement
- The Forbes Center
- JMU X-Labs

We are fully prepared to continue dedicating a solid base of resources for project management, including creative, design, writing, media, implementation, data management, reporting and analysis *(RFP Section IV.B.2 Cont.)* professionals to our potential ongoing work with JMU. Specifically, we envision dedicating the following resources to the University:

- 
- Client Strategist focused on the integration of tactics and strategy throughout the year
 - Account Executive dedicated to every detail of the respective campus's project management
 - Minimally meet on campus or by phone twice per month (weekly as appropriate)
 - A Media Planner assessing what has been done in the past and where we should spend our budget dollars for future advertising
 - High-level strategic project oversight by:
 - Principal
 - Executive Creative Director
 - Content Director
 - Director of Digital Services
 - Head of Finance and Operations

Beyond these key resources, we have assembled a talented team of designers, writers, and programmers who will be collaborating on your projects as needed. Each department's programs and campaigns will be managed on an individual basis utilizing industry best practices determined collaboratively based on the overall goals of the campaigns.

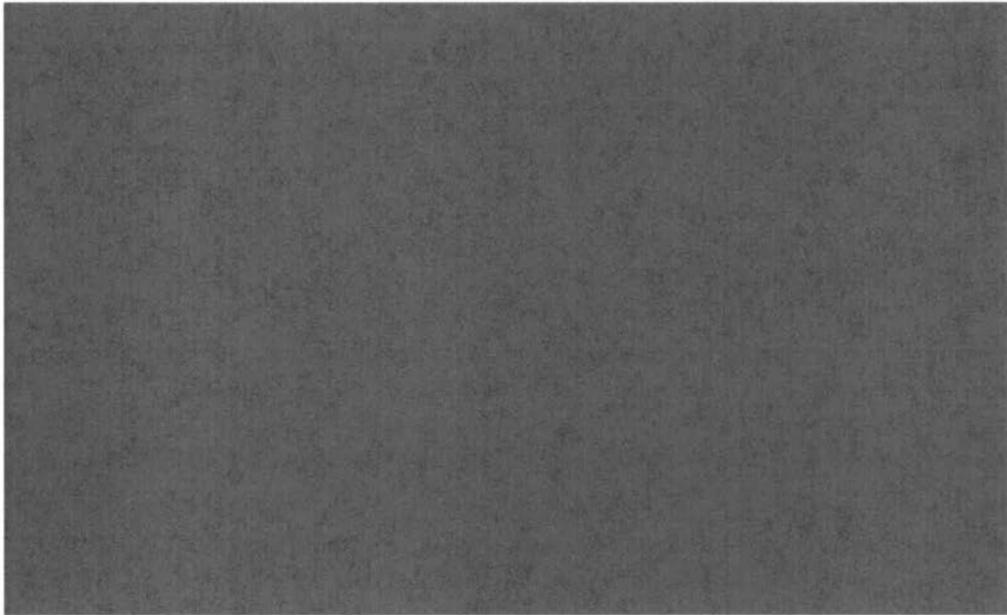
In addition to our partnership with JMU since 2017, Spark451 currently partners with multiple other comprehensive universities in which we market a wide variety of schools, departments and programs. Two such examples would be St. Louis University and New York University. In both of these cases, Spark451 has partnered with multiple constituencies simultaneously. Managing each project or campaign as a stand-alone initiative and working diligently toward its project-specific goals – all the while keeping the University's overarching branding at the forefront of our creative content and messaging.

3. A sample reporting/metrics dashboard for a digital campaign and monthly reports

Live Analytics via Spark451's Data Studio Dashboard:

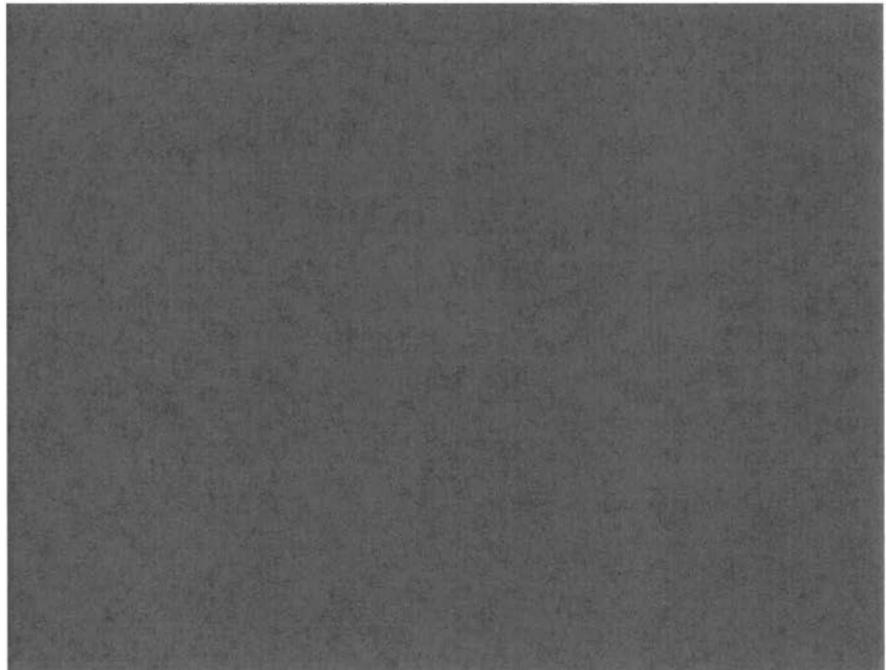
(RFP Section IV.B.3) In this homepage view, the Data Studio displays a combination of high-level campaign analytics, including overall impressions, clicks, conversions, and cost breakdowns for each of those levels and the total ad spend overall. Pie charts and a line graph demonstrate performance by each platform over time. The lower portion breaks the total campaign performance out by individual target audience.

(RFP Section IV.B.3 Cont.)



The inner pages of the **Data Studio** break out the performance metrics of each individual campaign platform. For media platforms that utilize graphic design and photography elements in their advertisements, we will display the performance metrics for each version of creative content to show what images and copy resonate most with your target audience.

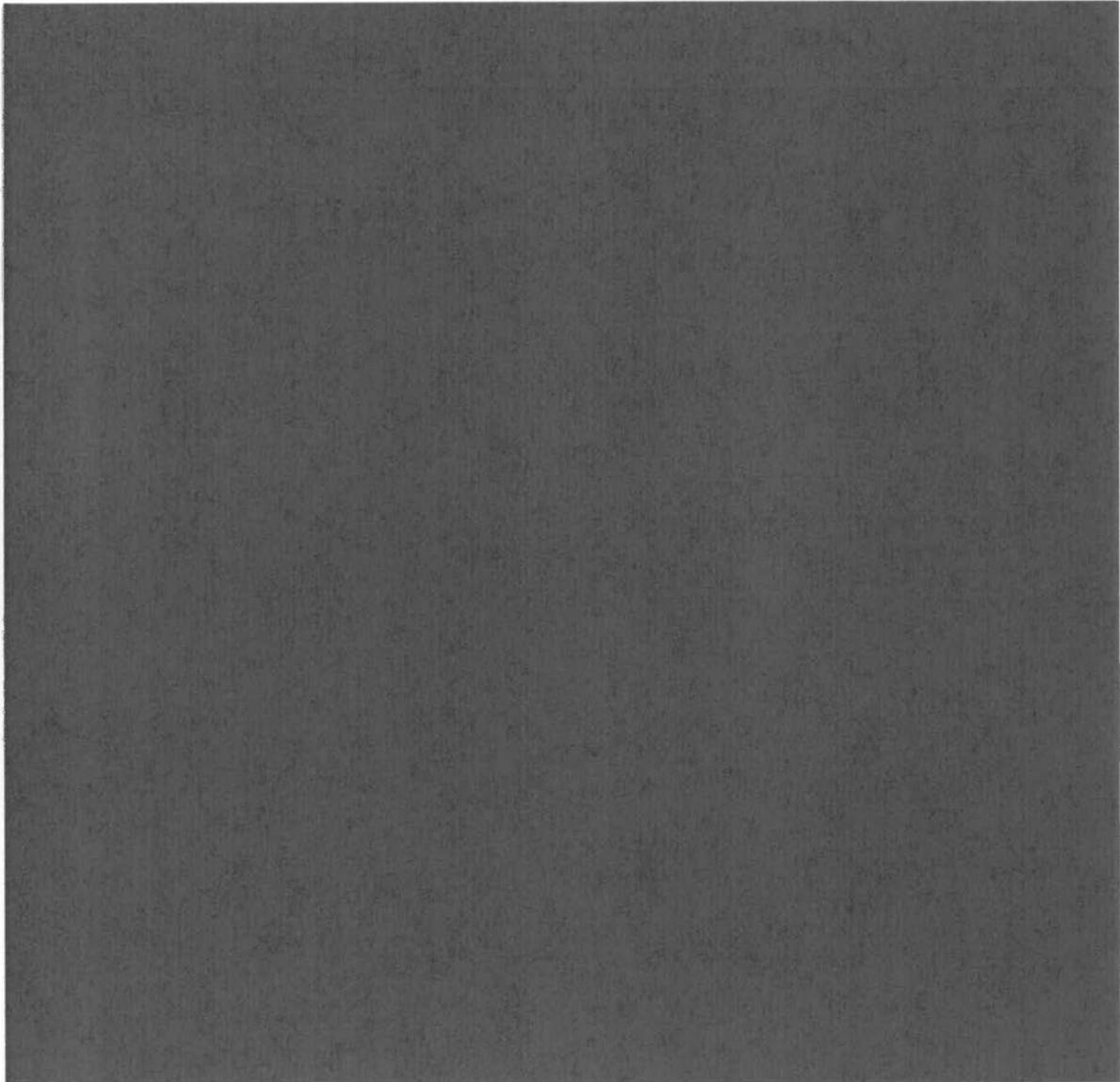
In the image to the right, we see a listing of Google AdWords performance metrics showing which key terms were searched most frequently and which ad headlines performed best as a result.





(RFP Section IV.B.3 Cont.)

Spark451 utilized Google Analytics to provide overall insights into the interactions with our clients' websites and landing pages related to our campaign performance and the institution's organic web traffic. Pageviews and conversions shown over time provide a direct comparison of site performance before, during and after key moments in a campaign. Additionally, we see detailed information on where our site visitors are coming from geographically, what pages and links they are focusing on, and what types of devices they are using for their web browsing.

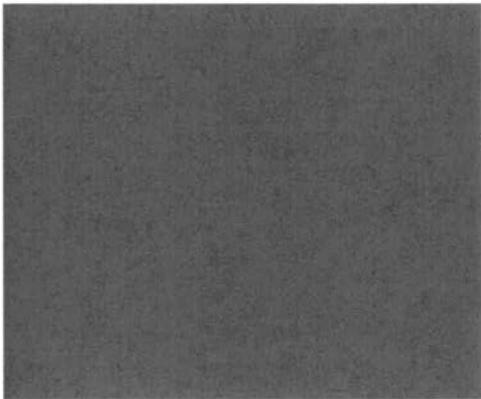
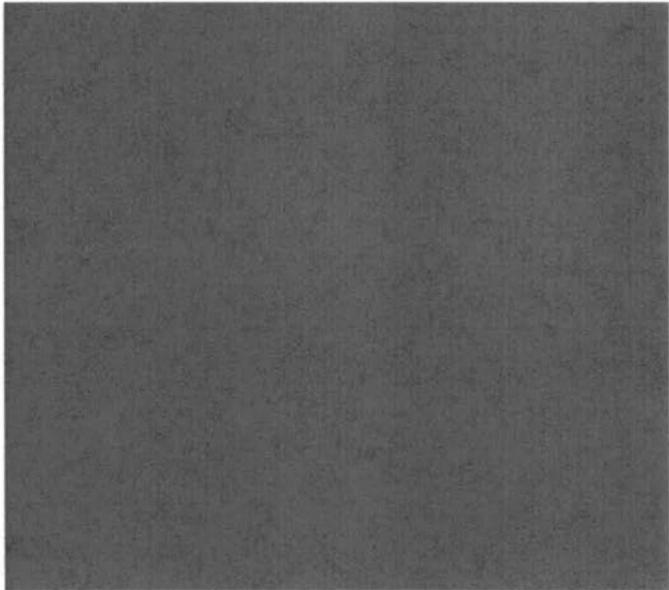
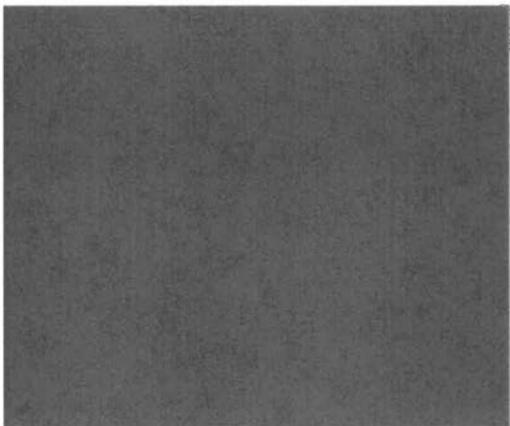




4. Creative content for various programs under one brand

(RFP Section IV.B.4) Spark451 partners with multiple schools and programs at [REDACTED] for campaigns ranging from print publication suites to student search e-communications to digital media marketing. As such, all of our creative development must fit within the overarching University brand guidelines while serving the specific purpose of the programmatic campaign goals at hand.

Two recent campaigns that we ran were for the [REDACTED]. Each school has digital media as part of its overall campaign approach with Spark451. The brand look and feel are the same, but the messaging, targeting, and calls to action are specific to each, respectively.





C. Describe the firm's experience in providing digital advertising services with special emphasis on work performed for higher education and/or non-profit clients.

(RFP Section IV.C) As an agency that exclusively caters to higher ed institutions, we are experts in targeting niche audiences. Our partner schools vary in size, programs, and formats, and we consider all variables when crafting our multi-faceted approach. Our team has deployed campaigns for all levels of higher education audiences, including but not limited to:

- Sophomore/Junior
- Senior/Freshman
- Transfer
- Graduate
- Degree completion
- Adult continuing education
- Non-degree
- Dual-degree
- Specialized programs
- Certifications
- Influencer
- Alumni/Advancement

We begin with the scope of the campaign to determine our audience based on the program(s) being advertised. As part of our exploration process, we will always collaborate with JMU to explore your knowledge of typical prospects and enrollees. Our objectives have ranged from branding and reach, to lead generation and drive-to-apply campaigns that help move audiences to their appropriate next steps through strong call-to-action-based copy and imagery. With the ever-changing fluidity of the digital marketing landscape, our team is constantly learning, growing, and optimizing to ensure that we continue to meet the goals of our partner institutions.

In addition to providing industry-leading strategic partnership, campaign creative, and management, the team at Spark451 also prides itself on its thought leadership in the higher education marketing landscape at large. We regularly host free webinars for industry professionals, often in conjunction with our partners at Google. And our company blog is an excellent resource for clients as well as the general public, with new insights and best practice suggestions posted frequently.

Recent Digital Media-specific blog posts include:

Increasing Leads Without Increasing Spending –

<https://www.spark451.com/blog/increasing-leads-without-increasing-spending/>

The i-OS 14 Update: How it May Impact Higher Ed –

<https://www.spark451.com/blog/the-ios-14-update-how-it-may-impact-higher-ed/>

The Great Ad Pause: Why It Matters for Higher Ed –

<https://www.spark451.com/blog/the-great-ad-pause-why-it-matters-for-higher-ed/>



D. What are your companies' goals and objectives in the areas of diversity, equity, accessibility, and inclusion?

Spark451 Statement on Diversity and Inclusion

(RFP Section IV.D) Spark451's approach to diversity and inclusion is closely aligned with our mission of helping students fuel their futures through the power of higher education and making it accessible to all—regardless of their background. To accomplish this, we need a team that is representative of the institutions and students we serve. That is why we have renewed our commitment to diversity and inclusion through our recruitment outreach and by creating an environment where all employees participate in decision-making, fostering a stronger company culture that is reflective of the communities we are a part of.

Goals on Diversity and Inclusion

Charitable Giving: Spark451 maintains a commitment to empowering underrepresented groups through its charity work and has selected Sister's Circle as its main charitable recipient. To date, we have given approximately \$25,000 to empower the organization to help at-risk young women of color find a pathway to college.

Outreach: We are also in the process of partnering with Sisters Circle to create an internship program where underrepresented students in Baltimore, Maryland, will have the opportunity to team up with Spark451 employees and strengthen their experience in a professional setting.

Workforce: At present, Spark451's workforce consists of 30% underrepresented individuals, of which 50% are Black or Latinx. Our goal is to increase this representation in the next 18 months as the company grows. At present, 50% of our management team is female.

E. What current examples of diversity, equity, and inclusion marketing do you have that have been successful?

(RFP Section IV.E) Spark451 prides itself on our partnerships with a diverse array of colleges and universities across the nation. Among these, we are particularly proud to work with several HBCUs, PBIs, and HSIs. The combination of our background with these institutions and the many PWI colleges and universities with whom we partner has given us a refined perspective on both the need and the execution of diversity, equity and inclusion-focused marketing across the broad spectrum of higher education. Below is a sampling of case studies from campaigns we have run in recent years.

(RFP Section IV.E Cont.)

[Redacted text block]

(RFP Section IV.E Cont.)

[Redacted text block containing multiple lines of blacked-out content]

[Large redacted text block covering the majority of the page content]

(RFP Section IV.E Cont.)

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]



F. How do you push diversity, equity, and inclusivity through marketing efforts for a university that is majority white?

(RFP Section IV.F) Spark451 understands the innate challenge of a predominantly white university seeking to recruit and enroll a more diverse student body. Our experience is that this challenge is best met through a balanced approach that we refer to as "Authentic & Aspirational." It is vital that a University realistically presents itself and not give a false narrative about its community. However, at the same time, it is possible to bridge the gap between low diversity enrollment and awareness of intent for improved diversity and inclusion. At the end of the day, prospective students want to picture themselves on your campus and see points of evidence that they will fit in well. Our goal is to work with an institution to find those points of evidence and communicate them well.

Our Strategists will work with JMU to perform an audit of the marquis marketing and communications components to see where the institution can improve the position. Seemingly simple modifications or updates of information architecture, imagery or verbiage on the JMU website and within prospective student communications can have a material impact on the University's overall efforts.

G. Provide the names and qualifications of the individual(s) who will act as the primary contact for JMU.

(RFP Section IV.G) **Pete Colbert** will continue to serve as the primary point of contact for JMU as it relates to contract specifics and partnership/relationship management. Individual strategist and account executive assignments will be determined on an as-needed, project-specific basis. Please refer to Section III, "Written Narrative Statement," for full resume and qualification details.

H. Confirm understanding of the following: All intellectual material created by Contractor for JMU under this contract, including but not limited to slogans, campaign themes, advertising and research, will become the property of James Madison University and will be provided to JMU in the form requested on or before the submission of an invoice for payment.

(RFP Section IV.H) Spark451's standard billing practice includes up-front invoicing for media spend and overall distribution of agency fees to be invoiced 30% at project kickoff, 30% at the midpoint of a campaign, and the remaining 40% upon project completion. We are happy to discuss invoicing policy specifics as part of a potential negotiation and question and answer phase of this RFP process.



III. Written Narrative Statement

(RFP Section V.B.3) Spark451® is a full-service enrollment strategy, marketing, and technology firm focused on the higher education market. Since our founding in 2011, our absolute commitment has been to work tirelessly supporting our partner institutions' goals and doing so in a budget-savvy way. We have an established track record of working in the trenches with our clients and have amassed numerous industry awards recognizing our strategic and creative work.

A few highlights of our company are listed below:

- New York-based with offices in New York City and Long Island, as well as North Carolina and Virginia
- In-house strategy, creative, digital media, interactive, writing, and data/technology resources
- Staff of 80+ talented individuals across two sister companies
- Established global production relationships
- Base of 70+ higher education partners
- Our vision is direct: combine smart strategies with on-time executions and powerful outcomes

Our reward for our hard work is recognition from our peers, as evidenced by our strong track record of placing in national competitions judging the best higher education-focused work each year.

Educational Advertising Awards

For over thirty years, this national competition has recognized the field of educational marketing and advertising. A panel of industry specialists judges each piece based on creativity, marketing execution and message impact.

Education Digital Marketing Awards

Recognizing the best educational websites, digital content, electronic communications, mobile media and social media, this nation-wide competition ranks entries based on overall quality, creativity and effectiveness.



Collegiate Advertising Awards

An elite national program honors the most talented marketing professionals for outstanding excellence in all forms of advertising, marketing, and promotion specific to higher education products and services.



Key Personnel Resumes

(RFP Section V.B.3 Cont.)



Steve Kerge, Managing Partner

With over 30 years of experience in higher education administration and marketing, Steve spent the first 22 years in his career at four universities: Adelphi University, NYU Polytechnic University, Hofstra University, and NYIT. During that time, Steve held leadership positions managing undergraduate, graduate enrollment management and university marketing departments. In that time, he developed core competencies in the enrollment-driven strategies of student search, e-communications, printed publications media, and advertising. During the latter part of his tenure, Steve made a point

to lead his institutions in the cutting-edge marketing tactics of digital and social media advertising.

2003 to 2007 – Associate Dean of Admissions, New York Institute of Technology. In 2007, Steve made the leap from his campus-based positions to the marketing services partner world.

2007 to 2011 – Senior Vice President of Business Development, L.F.O. In this role at a regional higher education marketing firm, Steve developed and managed a portfolio of clients valued at more than \$7 million.

2011 to Present – Principal, Business Development, Spark451. In 2011, Steve co-founded Spark451. Through the current day, Spark451 utilizes and continuously evolves many of the strategies that Steve co-developed over the prior 20 years.

Steve has crafted the infrastructure of highly successful, multi-tactical, enrollment marketing and communications plans for scores of institutions throughout his career, balancing brand awareness advertising with response-driven communications. Teaming up with some of the most talented creative designers in the industry, the results of Spark451's campaigns have generated hundreds of millions of dollars for partnering institutions.

As a respected leader throughout the field, Steve carries intimate knowledge of the higher education enrollment landscape with a strong network of colleagues at national universities, high schools and community colleges. He continues to consult for Presidents and Vice Presidents at a wide breadth of institutions and has trained several of today's rising stars in the field.

Educational Background

MS, Management – Polytechnic University

BS, Banking & Money Management – Adelphi University

(RFP Section V.B.3 Cont.)



Pete Colbert, Lead Relationship Manager & Senior Business Development Strategist

Pete Colbert arrived at Spark451 as a 13-year veteran of higher education enrollment, with previous leadership roles in the admissions offices of Roanoke College, Virginia Wesleyan College, and Centenary College of Louisiana. He is well versed in student search, recruitment, and retention strategy. He also possesses an intricate understanding of college admissions' many demographics, including students, administrators, and guidance counselors.

At Spark451, Pete calls upon these skills to forge solid and productive relationships with our partners. His guiding philosophy is a high standard of customer service, which he meets by adopting partner goals as his own.

Over his time at Spark451, Pete has served as a lead strategist for over a dozen colleges and universities across the country, managing traditional admissions recruitment campaigns as well as broader institutional marketing efforts ranging in size and scope from small surveys and focus groups to multi-million dollar traditional and digital marketing campaigns. He has also spearheaded much of Spark451's original research surrounding student college search processes and decision making, and most recently, the impacts of COVID-19 on the college search. He is a regular presenter at industry conferences each year and takes pride in his role as a thought leader in higher education enrollment and marketing strategy.

Regardless of size, Pete gives every partner institution the same high level of service. And he's excited to serve the University of Maine in this new partnership.

Experience

- 2016 to Present – Senior Business Development Strategist, Spark451
- 2015 to 2016 – Director of Admissions, Centenary College of Louisiana
- 2013 to 2015 – Associate Dean of Admissions, Virginia Wesleyan College
- 2003 to 2012 – Associate Director of Admissions, Roanoke College

Educational Background

BA, Music – Roanoke College

(RFP Section V.B.3 Cont.)



Irene Scala, Executive Creative Director

Irene Scala is an author, educator, and one of the first people to join Spark451 shortly after its founding. Throughout her career, she has amassed years of marketing experience at multidisciplinary design agencies. However, while serving luxury brands, investment banks, museums and galleries, she kept a keen focus on higher education. Irene co-authored the internationally adopted design textbook *Designing with Type* (fifth edition) and has taught foundational design and typography at her alma mater, The Cooper Union.

As Executive Creative Director at Spark451, Irene built a creative department with teams of talented designers and writers with specialized expertise in print publications, direct mail, websites and landing pages, e-communications, motion graphics, and digital advertising platforms. Irene is proud of her department's ability to deliver innovative and thoughtfully crafted communications that generate results for our partner institutions, as well as win industry recognition for the high quality of their work.

Irene is acutely aware that our creative success is driven by the combination of sound strategy, sensitivity to budgetary constraints, and agility to deliver on aggressive schedules. She leads her department in creating integrated campaigns that are inspired by data-driven insights and uniquely tailored to capture each client's brand identity. Whether spearheading a rebranding initiative or planning the direction of the next suite of recruitment materials, Irene knows that it is our deep understanding of our partner schools' objectives, voice, and strengths—as well as their target audiences' behavior—that enables us to deliver personalized communications that motivate users to action, on any medium.

Irene is excited to leverage her industry expertise to serve the University of Maine System to successfully shape its future communications and meet its institutional goals.

Experience

- 2020 to Present – Executive Creative Director, Spark451
- 2012 to 2019 – Creative Director, Spark451
- 2010 to 2014 – Consulting Creative Director of Design & Typography, Manning Publications
- 2007 to 2011 – Freelance Art Director, Deka Designs
- 2008 to 2010 – Consulting Brand Creative Director, Millburn Ridgefield Corporation

Educational Background

- Post-Graduate Graphic Design Study – Bezalel Academy of Art and Design
- BFA, Graphic Design, Fine Art – The Cooper Union for the Advancement of Science and Art

(RFP Section V.B.3 Cont.)



Meryl McDonough, Director of Client Strategy

Meryl McDonough has been an integral part of the Spark451 team since its inception over nine years ago. As a Senior Client Development Strategist and the manager of the Strategy Department, Meryl has accumulated a wide range of experience within higher education and educational marketing. She has worked with institutions to help grow their enrollment in graduate, undergraduate, adult, and transfer markets. She has executed numerous search campaigns, multiple website redesigns, and complete rebranding for several institutions. She also has extensive experience developing communication strategies around a client's identity. Meryl is also the lead on some of Spark451's largest client portfolios.

She is a highly talented and experienced marketer and strategist, able to see our partners' big-picture needs and reach the right target audiences with the right messages. Her creativity and marketing savvy have been vital ingredients in the successes of her partners. In fact, she's recently helped a partner institution more than double the size of its incoming freshman class.

Meryl believes that understanding what makes her clients "tick" is the key success factor to a strong client relationship, ultimately exceeding all goals set by Spark451 and our institutions. Meryl, backed by a team of strategists, is ready to fill the Senior Enrollment Strategist role for the University of Maine.

Experience

- 2015 to Present – Senior Client Development Strategist, Spark451
- 2015 (Feb) to 2015 (Sep) – Director of Account Services, Spark451
- 2012 to 2015 – Account Executive, Spark451

Educational Background

- MBA – State University of New York at Binghamton
- BA, Business Administration, Marketing, Graphic Arts – Sacred Heart University



(RFP Section V.B.3 Cont.)

Additional Key Personnel:

Michael McGetrick
President & Principal, Creative & Interactive Services

- 30+ years of experience in marketing communications
- 25+ years of experience in higher ed media planning and buying
- Adjunct professor of graphic design and web development at Brooklyn College
- MBA – NYU Tandon School of Engineering
- BA – English and Art, Brooklyn College

John Bellina
Vice President of Digital Services

- 10+ years of experience in information technology management
- Engineered Spark451's proprietary email software sending over 100 million messages a year
- BS – Information Systems, Stony Brook University

Ann Levy
Associate Director of Digital Marketing

- 10+ years of experience in higher education enrollment and marketing
- Google certified for Search, Display, Video, and Measurement
- Partners with client strategists to develop and manage millions of dollars in digital media marketing campaigns each year
- MA – Higher Education Administration, SUNY Stony Brook

Colleen Bohan
Content Director

- 15+ years of experience in journalism and marketing content creation and editing
- Previous recipient of the prestigious Jesse H. Neal Award for "Best News Coverage"
- BA – Journalism, Hofstra University

Sarah Vicare
Director of Account Services

- 8 years of experience in higher ed account management and project coordination
- Oversees a team of 10+ account executives, keeping all projects on schedule and target
- BS – Marketing, International Business, University of Delaware

A complete listing of Spark451 personnel, including bios, can be found here:
<https://www.spark451.com/about/talent/>

IV. Offeror Data Sheet

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 9 Months 8

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 #
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] <i>(previously partnered with Kathleen at other institutions)</i>	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

Spark451, 865 Merrick Ave., Suite 451, Westbury, NY 11590

Pete Colbert, Spark451, 4211 Monarch Way, Suite 110, Norfolk, VA 23508

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:

V. Small Business Subcontracting Plan

ATTACHMENT B

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

Offeror Name: Spark451 Inc. Preparer Name: Pete Colbert

Date: 8/12/21

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

If yes, certification number: 722862 Certification date: 11/26/19

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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



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ATTACHMENT B (CNTD)

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

Procurement Name and Number: RFP # MPC-1098, Digital Advertising Services Date Form Completed: 8/09/21

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

Offeror / Proposer:

Spark451 Inc. / SBSD #722862

865 Merrick Ave., Suite 451, Westbury, NY 11590

Pete Colbert, 516-442-4650

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)
<i>N/A; All work will be handled in-house by Spark451, a Small Business Enterprise (SBE)</i>					

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

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SPARK451

RFP No. MPC-1098

VI. Recent Sales with VASCUPP Members

(RFP Section V.B.6) The Spark451 team has enjoyed working VASCUPP Members James Madison University and Longwood University over the years. Please see the sales figures with these two (2) institutions over the last 12 months below.

VASCUPP Member	Zone	Sales (\$) in Last 12 Months
James Madison University	2	\$89,000
Longwood University	7	\$654,000
TOTAL:		\$743,000

VII. Proposed Cost

Pricing Schedule

(RFP Section X) Spark451's standard digital media campaign pricing structure is based on a percentage of overall media spend for the contract year. Based on our historical partnership with JMU, and the anticipated expansion of digital media campaign work referenced as examples in this RFP, we will set the base level of our pricing structure for JMU at an assumed \$200,000+ total institutional spend. As the University's combined media spend commitment increases, the fee percentages associated with each respective campaign will decrease following the pricing grid below.

Campaign Net Media Spend	Media Strategy, Set up & Management Fees	Reporting/Analytics Fees	Creative Fees
\$200,000 - \$299,999	14%	8%	7%
\$300,000 - \$399,999	13%	7%	5%
\$400,000+	13%	7%	5%

Separate from our full-service media campaign strategy, set-up, management and reporting, we are also fully prepared to partner with various departments at JMU in a purely consultative manner to advise them on campaign best practices as well as strategic approaches for their respective in-house campaigns. The costs associated with these consultations will include meeting prep, discovery, analysis, and recommendations.

Per Consultation Cost	\$1,800
Consultation Bundle Discount (3 or more sessions)	\$1,500

All pricing presented is inclusive, as there is no variation for on-premises vs. remote work.

Scenario #1 – JMU Admissions Admitted Student Campaign

This scenario is one with which Spark451 is very familiar, having managed similar campaigns for JMU Admissions over the past several years.

For a list-based campaign such as this, the targeting is very direct, enabling the media spend to be very manageable. Our suggested net media spend for this relatively small audience and short campaign would be **\$1,000**. If possible, we would also suggest adding a parallel campaign to the parents of those 17,000 admitted students for another **\$500 to \$1,000** in media spend.

(RFP Section X Cont.) Given the relatively short and small nature of this campaign, and due to the fact that JMU will provide all creative assets, Spark451 would consider this individual project a "micro-campaign" and would charge our designated Consultation fee (**\$1,800**) for the management costs. That said, *it should be noted that this pricing is based on this campaign as a stand-alone project. Assuming that this example would be one part of a broader annual run of campaigns, the standard fee structure would apply across all associated campaigns.* (See Scenario #3)



Scenario #2 – Residence Life In-House Campaign Consultation

Spark451 would charge a standard consultation fee of \$1,800 per consult based on the pricing grid above. That said, in this scenario where three or more consults are anticipated, our rate will be reduced to \$1,500 per consult. Therefore, the total cost associated with the requested consultation in Scenario #2 would be **\$4,500** for three planned meetings.

Scenario #3 – Communications and Marketing Campaign Management

Digital media best practices dictate that not all platforms are appropriate or best suited for all campaigns and audiences. Therefore, the first rule in strategizing the campaigns in this scenario is to determine which platforms best fit the individual "sub campaign's" goals. Audience intention and mindset vary based on what platform they are currently engaging. Therefore, the goal is to provide the optimal type of content to ensure the desired response from our audience.

General Brand Awareness – \$7,500 Net Media Spend

For broad-reaching content focused mostly on impressions, we recommend highly popular engagement platforms (Instagram Stories, Snapchat & YouTube). Targeting would be based on geographic and demographic filters determined collaboratively with JMU. Campaign run time would be 150 days with an average net media spend of \$50 per day across all platforms.

Undergraduate Lead Generation – \$23,500 Net Media Spend

For a more focused outreach with a direct call to action to "Learn More" or "Visit," we recommend platforms that best serve the purpose of capturing interest in the moment and thus fit the needs of a lead generation campaign – AdWords (targeting a wide array of college search keywords) and Facebook/Instagram. This combination enables both an opportunistic marketing presence (AdWords) and a "top of mind" presence (FB/IG) which combine for optimal ROI. Lead generation would be divided into two media runs; a fall campaign from mid-September through mid-November budgeted at a net spend of \$110 per day, followed by a spring campaign from late February to mid-June budgeted at \$175 per day.

(RFP Section X Cont.)

Application Generation – \$10,000 Net Media Spend

Like lead generation, application generation is a highly targeted campaign focusing mostly on JMU's existing list of prospects/inquiries and possible search names. Our primary platform of emphasis for this "audience building" campaign would be Facebook/Instagram. This platform allows for direct list targeting and "look-alike" audience targeting to expand the campaign's reach. Timing for application generation would be associated with JMU's specific application deadlines. We would recommend a 70-day campaign in the fall from late August to the November 1 Early Action deadline funded at an average of \$80 per day in net media, followed by a 75-day campaign from early November to the January 15 Regulars Decision deadline funded at \$60 per day in net media.



TOTAL SCENARIO #3 COST BREAKDOWN

Overall Net Media Spend	\$41,000
Planning, Management & Optimization	\$ 5,700
Reporting & Analytics	\$ 3,300
TOTAL	\$50,000

Scenario #4 – Professional and Continuing Education Annual Plan

The team at Spark451 prides itself on being, first and foremost, a valuable partner to the institutions with whom we work. Nowhere is this value exemplified more than in our candid and transparent consultation and advising of best practices for our partner's campaigns. We strongly feel that it is our job to provide sound strategic advice, backed up by industry data as well as our historical perspective from our years of experience working in the higher education marketing landscape.

With that in mind, we would present the School of Professional & Continuing Education with the following options for consideration in the annual marketing campaign strategy. The first approach, Option 1, represents our best-practices strategic advice. Option 2 combines key aspects from Option 1 with specific platform/targeting requests provided by the School in their scenario description.

Scenario #4, Option #1 – Best Practices (Focusing on outcomes and ROI)

Certificate Brand Awareness – \$23,725 Net Media Spend

Long-running brand awareness campaigns should focus on maximizing both overall reach and cost efficiency. By keeping this bifurcated approach in mind, we can ensure the strongest return on investment for our campaign.

For these Certificate programs, Spark451 suggests a general brand awareness campaign that will run for a full year (365 days) and focus on **Facebook/Instagram** (\$45 net media per day) and the **Google Display** network (\$20 net media per day). These platforms provide truly maximized reach and tremendous cost efficiency while also allowing for significant demographic profile targeting, enabling us to serve ads to individuals who have completed degrees and/or are employed in a field correlated to the certificate programs in question.

Individuals who engage with these branding ads will be retargeted in the specific Lead Generation campaigns below.

Lead Generation (4 Campaigns – 1 Per Program) – \$146,000 Net Media Spend

Working collaboratively with JMU PCE, Spark451 will determine specific targeting parameters for each of the four Certificate programs and build and deploy engaging and inspiring ad set for each with a goal of maximizing "call to action" conversions.

The primary driver of leads in campaigns such as these comes from search engine marketing, opportunistically locating interested prospective students at the moment when they are specifically searching for educational opportunities such as these. When it comes to search



engine marketing, the tried-and-true platform of choice is **Google AdWords**. As a **Google Premier Partner**, **Spark451** is extremely well versed in developing and implementing AdWords campaigns to reach as broad a spectrum of potential students as possible through targeting a combination of branded keywords (i.e., JMU, James Madison University, JMU Certificates, etc.) as well as industry and competitor word sets. From there, specific messaging is crafted to associate with each keyword group, as well as the content and messaging of the landing page to which potential leads will be directed. The estimated daily net media spend for Google AdWords will be \$55 per program, or \$220 per day in total.

To expand our targeting options and incorporate a social media presence into the campaign, Spark451 proposes utilizing Facebook/Instagram to complement the search engine marketing above. We would develop dynamic campaigns for each program using a variety of imagery and ad copy to be interchangeably utilized by the platform to optimize the campaign with the best-performing combinations. The estimated daily net media spend for Facebook/Instagram would be \$45 per program, or \$180 per day in total.

(RFP Section X Cont.)

TOTAL SCENARIO #4, OPTION #1 COST BREAKDOWN

Net Media Spend:	\$169,725
Planning, Management & Optimization	\$23,762
Reporting & Analysis	\$13,578
Creative Development & Refreshes	\$11,881
TOTAL	\$218,946

Scenario #4, Option #2 – Best Practices "Plus JMU Preferences"

It is important to point out that, while our team has a wealth of experience running digital media campaigns for programs like these, our experience is not always definitive in terms of what will work for you in a given campaign. Therefore, we are always open to considering input and institutional preferences from JMU when it comes to campaign strategy and specifically which platforms we will utilize for a particular target audience.

We understand that JMU PCE has historically run campaigns utilizing LinkedIn and Bing in the past and may be interested in continuing use of those platforms going forward. While it is not the preferred approach of the Spark451 team to include these platforms in most campaigns like these, we believe it is worthwhile to provide an option for consideration that does include them. This will showcase the difference in necessary budget allocation and compare it to the potential ROI based on the University's performance in its historical campaigns on those platforms.

(RFP Section X Cont.)

Certificate Brand Awareness – \$36,500 Net Media Spend

Given JMU PCE's potential desire to include LinkedIn as a component of this campaign, Spark451 recommends that in this option, we replace Google Display with LinkedIn and maintain the presence on Facebook/Instagram that was proposed in Option #1. The pros of including LinkedIn are the ability to target individuals based specifically on their resume and background in addition to geography. The negative aspect is a considerably higher price point and cost per impression/click. In this scenario, we propose a 365-day campaign with a net media spend in LinkedIn Sponsored Content (Image ads) of \$55 per day, and the same \$45 per day in Facebook/Instagram ad spend.

Lead Generation (4 Campaigns – 1 Per Program) – \$197,100 Net Media Spend

Our Option #2 approach for lead generation takes our best practices model from Option #1 and adds in a targeting component using Microsoft Ads (Bing) as an additional search engine marketing tactic. That said, we are completely confident in the Google AdWords and Facebook/Instagram components proposed above, and therefore have not backed down those tactics in this option. Therefore, the addition of Bing search ads will require an additional \$35 per day in net media spend on top of the Google, FB/IG budgets mentioned above in Option #1 Lead Generation. This will likely result in a significantly higher cost per lead without a comparably significant yield of generated leads for the campaign.

TOTAL SCENARIO #4, OPTION #2 COST BREAKDOWN:

Net Media Spend	\$233,600
Planning, Management, Optimization	\$32,704
Reporting & Analytics	\$18,688
Creative Development	\$16,352
TOTAL	\$301,344



(RFP Section X Cont.)

Scenario #5 – JMU Graduate School Marketing

In this Scenario, the Graduate School is interested in marketing 10 of its 76 Doctoral, Master's, and Certificate programs. With a total budget of \$20,000, Spark451's experience shows that the overall amount is too small to make an impact across ten (10) academic programs (average \$2,000 per program), and we would guide the School to selecting one of two options:

1. Further focus the goals down to two (2) to three (3) programs from ten (10). We recognize that this is not optimal, as some programs may feel slighted.
2. Assess the ten (10) programs to find commonalities that would allow us to market academic buckets of programs instead of singular programs. Examples may include:
 - a. Master's and Certificate programs
 - b. Similar Academic areas such as Business, Art and Music or Education
 - c. Online programs and On-Campus programs

The goal would be to bucket the ten (10) programs into two buckets based on shared traits and create two marketing programs of \$10,000 per program.

Seeing that the Graduate School has not done any search engine marketing, Spark451's recommendation would be to create an SEM, lead gen program and drive to a landing page that offers the prospective student the opportunity to select their program of interest and inquire.

Again, it is noteworthy to say that these options are not optimal. Spark451 can discuss with the Graduate School the levels in which their competition is marketing and how we can best utilize a focused budget. Generally speaking, however, when marketing graduate programs, it is best to avoid a "one size fits all" approach. Some graduate programs are much more competitive than others in terms of the marketing landscape, requiring more budget. Additionally, not all digital media platforms are recommended for every program type. A significant part of our consultation and recommendation process would be advising JMU on the best platforms to use to target the specific audiences for each graduate program.

However, based on the information posed in the scenario and the assumption that JMU Communications and Marketing can assist with generating the creative, Spark451 would set the budget at **\$16,400** on net media (platform specifics would be dependent upon the strategic segmentation option that JMU and Spark451 would agree upon from those listed above) and **\$3,600** in campaign set up, management, optimization, reporting and analytics.

Charge Card Payment Policy

Spark451 does not currently accept charge cards as a method of payment.



Request for Proposal

RFP# MPC-1098

Digital Advertising Services

07/13/2021



REQUEST FOR PROPOSAL
RFP# MPC-1098

Issue Date: 07/13/2021
Title: Digital Advertising 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 08/12/21 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: Mikayla Comer, Buyer Specialist, Procurement Services, comermp@jmu.edu; 540-568-4160; (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 # MPC-1098

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide digital advertising 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

James Madison University (JMU) is a comprehensive university in Harrisonburg, Virginia that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. There are eight (8) colleges, a Graduate School, and a Professional and Continuing Education program. JMU's current enrollment is approximately 22,000 full and part-time students. The University employs approximately 4,000 faculty and staff.

University Marketing & Communications works to raise awareness and increase engagement with the JMU brand to ultimately aide in the recruitment of the best students and encourage giving. To achieve these goals, University Marketing & Communications works in partnership with more than 30 communicators embedded in various programs, units, and departments throughout the University. While JMU's communications partners are encouraged to maintain their own social media channels, newsletters, websites, and other marketing collateral, it is the role of University Marketing & Communications to centralize and oversee all paid print and digital media advertising. University Marketing & Communications as well as communicators across campus launch many paid digital campaigns using a variety of firms to include social media, Search Engine Marketing (SEM), Internet Protocol (IP), targeting, retargeting, etc.

JMU Professional & Continuing Education delivers quality educational opportunities for individuals and communities by providing access to innovative and dynamic experiences throughout every stage of life. We offer to individuals (ages five to forever), businesses, and our community transformative educational programs and experiences through our various programs which include professional development (non-credit courses) and credit programs with our partner colleges.

JMU's Graduate School assists faculty throughout the campus offer a wide array of graduate programs leading to doctoral, master's degrees or certificates. Among other services, this office is responsible for managing campus-wide and program-specific marketing efforts that include web development, video development, digital marketing, prospect inquiry management, e-mail marketing, and traditional marketing approaches (graduate fair representation, directory listings, radio advertising, viewbook development, etc.). Digital marketing and remarketing to regional, national and international audiences is an essential part of the graduate school's marketing strategy. The office is also responsible for managing the university admissions system, managing curriculum development, the governance system for graduate education, serves as the registrar for graduate education, and providing a wide range of services to enrolled students.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages

contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University seeks to establish a partnership with an experienced firm to provide full service digital advertising services to JMU's central University Marketing & Communications as well as all communications offices across all programs, units and departments in the University. The Contractor shall work directly with the multiple communications offices across campus to advise, plan, execute and report on digital campaigns that are managed by the Contractor and will provide consultation and assistance for campaigns that are managed by JMU staff members. The Contractor shall effectively manage and balance concurrent campaigns to ensure audiences are not being over saturated with competing messages and most effectively manage budget. The Contractor shall provide routine reports on marketing campaign performance to inform JMU's strategic performance of the programs.

JMU will provide the following to the awarded Contractor:

- Access to historical results from paid online search engine marketing, social media marketing, IP targeting, and retargeting campaigns.
- Access to organic engagement metrics for JMU's owned digital properties.

Offeror shall provide a detailed response to each of the following:

- A. Describe in detail the firm's capabilities related to the following functionality (*provide any pricing information in Section X Pricing Schedule*):
1. Search Engine Marketing
 2. Retargeting
 3. Mobile Marketing and/or Location-Based Services
 4. Social Media Marketing to include capabilities specific to Facebook, Twitter, Instagram, LinkedIn, and Snapchat
 5. Marketing on media streaming services such as Hulu, Pandora, Spotify, podcasts, etc.
 6. IP Targeting
 7. Web Display Advertising to include targeting capabilities
 8. Google Analytics Integration
 9. New marketing tools and resources
 10. Search Engine Optimization and Content Marketing
 11. Creation of landing pages, microsites, or forms connected to a digital ad.

12. Integration with a university CRM (such as Slate, SalesForce or CollegeNET) to track prospect clicks and import new prospect data.
13. Creative content production (not all university groups will require content production, provide rates as optional pricing information broken out in Section X).
14. Consultation regarding best practices and approaches for particular campaigns without obligation to use the services of the firm to implement the campaign.
15. James Madison University seeks to find Contractors with expertise in both consultation and development of digital advertising services. Vendors may provide one, both or any subset of the requested services.

B. Provide examples of the following:

1. Case studies of work performed for clients, preferably in the higher education and/or non-profit space.
 2. Successfully working with multiple constituents at once across an organization that may have competing priorities and needs.
 3. A sample reporting/metrics dashboard for a digital campaign and monthly reports.
 4. Creative content for various programs under one brand.
- C. Describe the firm's experience in providing digital advertising services with special emphasis on work performed for higher education and/or non-profit clients.
- D. What are your companies' goals and objectives in the areas of diversity, equity, accessibility, and inclusion?
- E. What current examples of diversity, equity, and inclusion marketing do you have that have been successful?
- F. How do you push diversity, equity, and inclusivity through marketing efforts for a university that is majority white?
- G. Provide the names and qualifications of the individual(s) who will act as the primary contact for JMU.
- H. Confirm understanding of the following: All intellectual material created by Contractor for JMU under this contract, including but not limited to slogans, campaign themes, advertising and research, will become the property of James Madison University and will be provided to JMU in the form requested on or before the submission of an invoice for payment.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The

proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

- 1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>20</u>
	100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the 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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720,**

Harrisonburg, VA 22807. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and

actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information which the Commonwealth deems desirable.
- 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 as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information

as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- U. **INTELLECTUAL PROPERTY:** The provisions of Sections 23-4.3, 23-4.4, and 23-9.10:4 of the Code of Virginia pertaining to the creation of intellectual property by employees of the University are hereby incorporated by reference. Additionally, the University's Intellectual Property Policy is hereby incorporated by reference. In the event intellectual property is created through the efforts of the contractor and the University or its employees in which the University claims a proprietary interest, the parties may, subject to the provisions of Virginia law and the University's Intellectual Property Policy, enter into an agreement for the commercial sale or licensing of such property to potential users.

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.

Provide pricing information for services to include, but not limited to, the following areas:

- Campaign fees with any relevant pricing breakdown by tier (i.e. audience size, campaign duration, etc.)
- Creative content design rates with breakdown to include any discounts by volume of deliverables or hours
- Consulting rates, broken out by position type as relevant
- Any items priced for remote vs. on premises delivery should be indicated, and in the case of on premises rates are to be priced inclusive of all travel costs
- Provide any discounts available to the university or other cooperative users of this contract - by any relevant metric (i.e. delivery type, volume, audience, or multiple campaigns)
- The following are hypothetical scenarios created by each department for the purpose of determining price schedules. Please review each scenario and provide a response.
 - **Scenario 1:** The undergraduate Admissions office would like to run a four-week campaign on Facebook and Instagram for admitted students only. A list of 17,000

admitted students is provided by JMU. JMU Communications and Marketing will also provide all creative assets (including a video, all supportive text and a landing page). Your company is responsible for collecting the data and creative assets, placing the ads, managing the campaign and reporting results (once halfway in, and again at the conclusion of the campaign). What is the cost of providing this service?

- **Scenario 2:** The Office of Residence Life runs all their social media campaigns in-house, but needs a consultation with your company to analyze their ads/strategy/account and offer feedback and best practices so they can improve the work they perform in-house. This relationship requires 3 meetings of consultation, and no actual ad placement is performed by your company. What is the cost of providing this service?
- **Scenario 3:** Communications and Marketing is granted \$50,000 for digital marketing services and wants to use the allotted funds to set up a digital marketing plan that impacts prospective undergraduate students before they submit an application. The campaign would focus on brand awareness and lead-generation as well as lead cultivation and application-generation. What would your approach be for this scenario and what can be included within a budget of \$50,000? (assuming Communications and Marketing would handle all production of creative content)
- **Scenario 4:** Professional and Continuing Education would like to establish a 12-month digital marketing strategy that covers the promotion of four separate certificate (post-grad) programs. Historically, they have focused on lead generation through Bing, LinkedIn, Facebook and Google AdWords. In addition to setting a strategy and placing ads, your agency would also be responsible for producing all creative content. Please provide two or three strategy options for the office to consider (including cost for each).
- **Scenario 5:** The Graduate School has \$20,000 allocated for program-specific digital marketing for 10 graduate programs whose target audiences vary geographically and by area of interest. These campaigns would focus on awareness and lead-generation as well as cultivation and application-generation. How would you approach this scenario and what would you be prepared to do with a budget of \$20,000? Please assume that TGS and Communications and Marketing would handle all production of creative content (including videos and landing pages).

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)

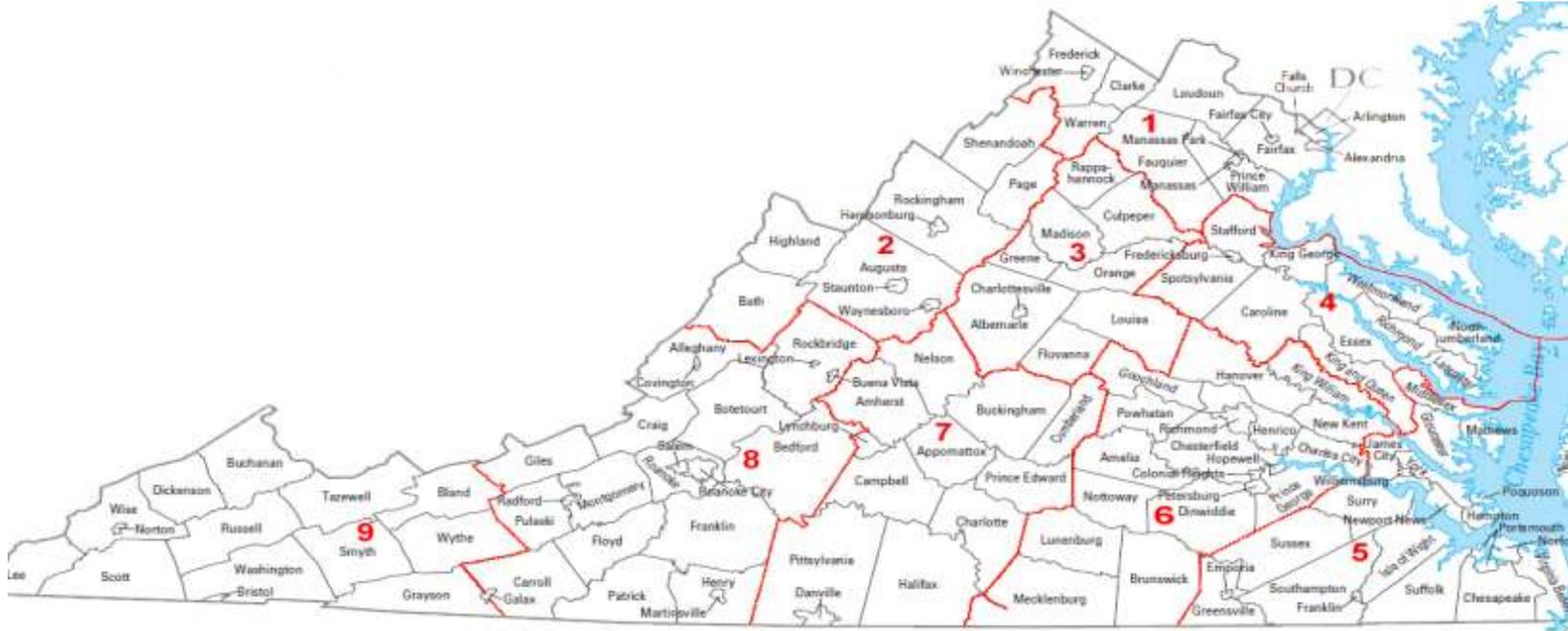
(Printed Name)

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)



July 30, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MPC-1098**
Dated: **July 13, 2021**
Commodity: Digital Advertising Services
RFP Closing On: **August 12, 2021 at 2:00pm**

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

1. Question: How often does JMU currently receive reports on digital marketing activities?
Answer: If campaigns are done by our staff, we produce reports every 1-2 months. Our external vendors send reports halfway-through and at the conclusion of a campaign. We also have access to a live online dashboard. At minimum, we would like weekly reports and/or a live dashboard showing results from any campaigns.
2. Question: What channels are implemented in-house by JMU and would require consultation?
Answer: All of the digital marketing for JMU's Graduate School is done in-house and primarily focuses on placements in Facebook, Instagram, Google and YouTube. We would seek consultation support for these campaigns and for other smaller campaigns that support student recruitment.
3. Question: It's stated that the contractor will work with multiple offices — how many client-side stakeholders are there expected to be?
Answer: Across campus, approximately eight different offices set aside budget dollars for digital advertising. This includes Undergraduate Admissions, Graduate Admissions, Professional and Continuing Education, Study Abroad programs, Annual Giving, particular academic programs, our performing arts center, etc. We are seeking a vendor to provide these services and work directly with departments on campus, but the University Communications and Marketing Office needs to be aware of all campaigns and existing projects. We want to be in the loop to know that ad creative is on brand and to also know we are not bidding against ourselves.
4. Question: How many campaigns are currently active in the market?
Answer: Our Graduate School ran about 60 campaigns last year on Google and Facebook (all in-house). On the undergraduate recruitment side, we run 8-10 each year with a vendor, and tend to expand each year. Professional and Continuing Education

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

runs approximately 10 campaigns. And roughly 5 other potential campaigns across campus.

5. Question: What CRM does James Madison currently utilize?
Answer: Undergraduate Admissions currently uses Slate, Graduate Admissions uses CollegeNET Prospect, and Professional and Continuing Education uses Salesforce. The University is currently researching a move to an enterprise CRM to bring all offices together.
6. Question: Does the CRM need to integrate with the landing pages/microsites only? Or is the broader University web presence also in scope?
Answer: Both are in scope. We do prefer to host ad landing pages on our CMS system (Cascade) and would prefer to have strong integration with our CRMs. Undergraduate Admissions just moved to Slate last month.
7. Question: Does the University have current brand guidelines/style-book as well as website design templates that the vendor will be able to utilize?
Answer: Yes, our brand guide can be found at www.jmu.edu/identity. University Communications and Marketing is the contract admin for this contract and will need to be aware of all active/upcoming campaigns to confirm compliance with JMU's brand.
8. Question: With regard to capabilities, is branding in scope for this engagement?
Answer: We welcome feedback regarding how the University presents itself in digital ads, but brand consultation or rebranding efforts would not necessarily be in scope for this engagement.
9. Question: With regard to capabilities, is photography/videography in scope for this engagement?
Answer: Vendors may provide any available services offered and include pricing Section X Pricing Schedule.
10. Question: With regard to capabilities, is copywriting in scope for this engagement?
Answer: Yes, that would be part of ad creative, if campaigns need help in that area.
11. Question: With regard to capabilities, are both creative services and media buying services in scope for this engagement?
Answer: Yes
12. Question: How is digital campaign success currently reported?
Answer: We will expect weekly reports or an active dashboard throughout a campaign. Final reports at the conclusion of a campaign are expected so we can learn from the results and make changes for the next campaign, if needed. We are ultimately interested in ROI factors such as applications, registrations, deposits, etc. We measure campaign effectiveness through clicks, inquiries, conversions, etc. If we are running campaigns for certain programs/regions and not in others, we will often compare the two to see how digital campaigns made an impact.

13. Question: What is the services budget for this engagement? Please break this down by program/college/department.
Answer: JMU does not disclose budget information. The requested pricing schedule and completed scenarios will help the committee determine the best value for the University.
14. Question: What is the media budget for this engagement? Please break this down by program/college/department.
Answer: JMU does not disclose budget information. The requested pricing schedule and completed scenarios will help the committee determine the best value for the University.
15. Question: Regarding the Statement of Needs and hypothetical scenarios requested in the Pricing Schedule, please clarify: do JMU's digital advertising and SEO needs encompass brand-based, program-specific, or both?
Answer: Both
16. Question: If program-specific is included, please specify how many programs need to be supported and define by undergraduate, graduate, online, etc.
Answer: We have never run program-specific campaigns because we typically focus on the overall JMU experience for undergraduates, but it's something we would be interested in pursuing in the future if the University invests more in digital advertising. We have 8 academic colleges (composed of more than 70 individual majors).
17. Question: Are current budget dollars funding the RFP, or is JMU looking at investing new dollars?
Answer: We are currently allocating dollars toward digital advertising and are also looking at investing more going forward.
18. Question: With the aim of scoping a project that allows the review committee to provide consistent evaluation of all offers, please provide JMU's budget for the resulting contract.
Answer: JMU does not disclose budget information. The requested pricing schedule and completed scenarios will help the committee determine the best value for the University.
19. Question: What staffing structure do you have for those currently focusing on the University's SEO?
Answer: The University's Director of Digital Marketing focuses on the University's SEO and has another full-time staff member assisting in optimizing our website.
20. Question: Who owns the pages? Academics, Marketing, etc.?
Answer: University Communications and Marketing "owns" the University's website and has specific brand guidelines for how pages should be designed and used. However, individual departments still have access to web managers outside of UCM who make content updates according to set guidelines. UCM serves as a consultant for departments across campus and should be aware of any web pages associated with a digital ad campaign.
21. Question: What CMS is the University using?
Answer: Cascade CMS

22. Question: Does JMU have conversion tracking set up for Google Analytics?
Answer: Yes
23. Question: What are your current microsites hosted on at this time?
Answer: All of our microsites and landing pages are hosted on JMU's Cascade CMS.
24. Question: Are you looking for specific training of JMU staff (i.e., SEO training, writing training, etc.) on top of the consulting that comes as part of SEO delivery?
Answer: We would be interested in training/consulting that relates to running effective digital ad campaigns. That could include writing ad copy, how to design an ad, how to effectively manage an ad budget, how to set up pixels, how to set up new campaigns, etc.
25. Question: The RFP scope lists 3 CRMS – is integration going to be with all three, or will one be the key CRM of use (source of truth)?
Answer: It would be with all three for now. However, the University is looking into a potential enterprise system.
26. Question: Advertising Budget: Do you have any guidelines around how much you would like to spend on Branding initiatives versus Direct Response (lead generation) initiatives? Or would you like our team to make recommendations?
Answer: We historically have focused on direct response with little attention to branding. We will accept recommendations.
27. Question: What does your current advertising media mix look like? (% of spend across search, social, display, ctv, etc?)
Answer: For undergraduate and graduate recruitment ads, digital ads are almost entirely on social (Facebook, Instagram and YouTube). Professional and Continuing Ed is more focused on Google AdWords and Bing, but still use some social.
28. Question: Were there any recurring challenges within paid media advertising efforts during 2019, 2020, 2021?
Answer: There were no recurring challenges.
29. Question: How is the monthly Advertising budget allocated between schools?
Answer: There are three centralized advertising budgets across campus: undergraduate recruitment, graduate recruitment and professional and continuing education recruitment. We typically plan high-level campaigns from the top level and schools determine if they'd like to do any additional advertising, if they set aside money to do so.
30. Question: What is your cost-per-lead goal?
Answer: We have not established one yet.
31. Question: Do CPL goals differ for each school?
Answer: N/A
32. Question: What is your cost per student enrollment goal?
Answer: We have not established one yet.

33. Question: Do CPS goals differ for each school?
Answer: N/A
34. Question: Do we have visibility from click to enrollment?
Answer: We are implementing Slate now and will hopefully gain a better picture of click to enrollment for undergraduate campaigns. Professional and Continuing Ed is still implementing the Salesforce platform and seeing some tracking. Our history has been to track where leads come from into our system and then we have to sync that data to our enrollments (Aceware and Peoplesoft data).
35. Question: What are your priority schools that need the most lift in leads/enrollments?
Answer: For undergraduate programs, we have not historically focused on any particular schools or programs. At the graduate level, all programs are assessed each year based on application/admission data. Professional and Continuing Ed does want to focus efforts on increasing enrollments in some of our credential/credit programs as well as for some of our noncredit programming.
36. Question: What is your CRM system used to track leads and enrollments? Will we have access to a database per each school?
Answer: Undergraduate uses Slate (brand new), Graduate uses CollegeNET, Professional and Continuing ED uses Salesforce. It is unlikely that vendors will have user access to CRMs, but we would have to analyze the possibilities there.
37. Question: What will be your “source of truth” for tracking leads (IE. Google Analytics, Publisher platforms, internal CRM, etc.)
Answer: Google Analytics and our internal CRM.
38. Question: Are there specific target markets (location) we should focus on?
Answer: This changes with each campaign, but yes, we would like to do geographic targets for certain campaigns.
39. Question: Paid Search - Are you currently running ads on both Google and Bing?
Answer: Google; our paid search strategies are minimal.
40. Question: Paid Search - RFP mentions use of bid management tools - are you using a third-party tool such as Kenshoo, Marin, Search Ads360? Or can we recommend tools?
Answer: You can recommend tools. We’re not familiar with any of the tools mentioned.
41. Question: Paid Search - RFP mentions landing page recommendations/development - do you have a dev team internally that will implement recommendations or would you like the agency to handle this?
Answer: We prefer to keep all landing pages within our CMS, so our team can create those and would welcome feedback. If there is a special circumstance where a landing page would need to be created outside of www.jmu.edu, we are open to recommendations from the agency.
42. Question: Do you use any CRO tools to implement website testing?
Answer: We use Google Analytics to track web engagement, but have not talked specifically about CRO on our pages.

43. Question: Paid Social - You didn't mention anything about TikTok in regards to channels for ad placements. Is there a specific aversion to using TikTok in any capacity?
Answer: No. We are open to advertising on any social media platform.
44. Question: Do you have a brand agency and updated brand guidelines?
Answer: University Communications and Marketing manages the University's brand standards and all details can be found at www.jmu.edu/identity.
45. Question: For Advanced / Digital TV spot production, do you have predeveloped video, audio, photography, and production assets that the team will have access to create final assets for Advanced / Digital TV? Or would you like our team to include pricing for original video production Shoots.
Answer: We prefer to do video creative in-house or work with video vendors already on contract with the University.
46. Question: Will you need content/copywriting or will this be provided by your team?
Answer: The need for copywriting will vary by campaign.
47. Question: Is there an estimated total yearly future budget estimate you can provide? Or, can you provide your historical marketing investment?
Answer: JMU does not disclose budget information. The requested pricing schedule and completed scenarios will help the committee determine the best value for the University.
48. Question: Do you have an estimated collective media budget yearly? If yes, can you provide any information on both projected and historical trends?
Answer: JMU does not disclose budget information. The requested pricing schedule and completed scenarios will help the committee determine the best value for the University.
49. Question: In situations where JMU will develop the creative work and/or landing pages, can you provide examples of your typical creative work?
Answer: Please see Addendum Attachment One for samples of creative work, videos and landing pages.
50. Question: If you don't publish creative internally, could you share your agency partner?
Answer: We typically do this internally, but creative is within the scope of this RFP. We also have a number of designers on contract with the University as well.
51. Question: Is the zone map intended to be indicative of a geographic marketing boundary where your target audience resides? If yes, will you also be looking to reach targets outside of that zone within the state and/or nationally? For example, scenario 5 indicates that targets will vary geographically.
Answer: The zone map is unrelated to the digital advertising services sought. It is instead the location of other VASCUPP members who may utilize the cooperative contract that is awarded.

52. Question: Is the 20k in scenario 5 intended to cover all 10 degrees? Or is that a budget per degree? Additionally, is the intended campaign programmatic, with each degree having its own campaign? Or, is it intended to be general to all 10 of the graduate degree offerings?
Answer: 20k is for all 10 degrees (not 10k for each individual program). We envision each program to have general graduate school components along with degree-specific components, but are open to recommendations, given the size of the budget.
53. Question: You mention integration with Slate, Salesforce, or CollegeNET. Are all three operating currently in support of your operations? Will the use of these tools vary from engagement to engagement? Is there a need for three separate integrations to enable data flow and reporting? Or, is there just a need for one central integration?
Answer: Yes, all three are used, but each campaign will connect with only one of these CRMs. There is no need for central integration currently.
54. Question: What SIS is the campus using?
Answer: Slate, CollegeNET and Salesforce - depending on the audience.
55. Question: What metrics are most important for you to measure to indicate success in these efforts?
Answer: It depends on the campaign. For lead-gen, we're looking at clicks and engagements. For app-gen or event-based campaigns, we're looking at conversions.
56. Question: How far down the student journey do you track the success of your recruiting efforts? Does it stop at application or entry into programs? Or continue through to program completion?
Answer: We typically stop tracking after enrollment/deposit. We are measuring retention separately but have not tied retention to recruitment efforts.
57. Question: What LMS do your programs typically use?
Answer: The University uses Canvas.
58. Question: In reference to Section IV. Statement of Needs: Item H, is the University stating that no invoicing is to be done prior to project completion? Can a vendor break invoices into percentages to be paid at project initiation, mid-point, and completion (typically 30%-30%-40% respectively - not inclusive of media spend, which is typically billed upfront). Is this invoicing approach acceptable?
Answer: Vendors seeking further clarification can include questions or their invoicing model in response. Agreement can be reached through negotiation and clarification.
59. Question: Should pricing scenarios assume that the budgets provided are meant to cover both media spend as well as agency fees? Or are the dollar amounts listed solely the media spend, assuming agency fees over and over above those budget figures?
Answer: Pricing includes media spend and agency fees.

60. Question: Please clarify JMU's expectations for pricing. Does JMU envision vendors providing an itemized agency services breakdown for a sample Scope of Work that could potentially encompass the digital advertising needs of any single academic unit and division, as well as custom pricing in response to the five pricing scenarios?
Answer: Yes, please provide a cost of services breakdown as well as a breakdown of what each of the scenarios would cost.
61. Question: Since we would require more information to accurately price out a Scope of Work, are blended hourly rates for potential service areas (e.g. creative production, market research, campaign planning and strategy, campaign management and execution, etc.) acceptable?
Answer: Yes, please provide hourly rates for each service.
62. Question: Are we correct in understanding that this project will resemble an Agency of Record style of engagement vs. a contract for a single Scope of Work, where the chosen vendor will be "on-call" to support on a broad range of digital advertising project needs for any of JMU's academic units, division and departments as an extension of JMU's central marketing team?
Answer: Yes, this would make the selected agency "on-call" during the length of the contract to serve units across campus to assist with any digital advertising contracts. An extension of the central marketing team is an accurate description.
63. Question: Does JMU envision this project to include the development of CRM nurturing strategies, email workflows, and lower funnel campaigns to convert leads into enrolled students?
Answer: No, this is focused on digital advertising campaigns.
64. Question: Is video production envisioned to be part of this project?
Answer: Vendors may provide any available services offered and include pricing Section X Pricing Schedule.
65. Question: Will JMU (or any of the individual units or divisions) require the chosen vendor to develop an overarching campaign creative concept to guide creative development of all digital campaign assets?
Answer: All campaigns will need to be on-brand according to University standards, but there likely won't be a need for any overarching strategies that apply to every campaign across campus. The internal marketing team manages the University's brand strategy, so this contract is focused on management of digital ads as a channel within that plan.
66. Question: Are bidders obligated to subcontract any portion of the services to a SWAM business, or can bidders choose to self-perform all of the services requested in the RFP.
Answer: Bidders can choose to self-perform all services requested in the RFP.
67. Question: What strengths are important to you from your selected agency partner?
Answer: Expertise; proof of experience with digital advertising campaigns in higher education. Data-Driven; commitment to communicating campaign performance and making suggestions for improving campaigns. Communication; able to effectively communicate with partners across campus. Price; ability to manage large and small campaigns at a price that is reasonable.

68. Question: Are you currently able to track leads from brand awareness all the way through graduation? If not, can you please provide insights into how far you are able to currently track conversions?
Answer: No, we track leads through enrollment. If the University adopts an enterprise CRM, we would track leads through graduation.
69. Question: How has the post-2020 economy and ever-changing education landscape impacted your enrollment numbers? With schools closing and accrediting bodies losing accreditation, has this increased the overall brand credibility or student leads?
Answer: Our enrollment numbers are strong. We are planning for the impact of a shrinking pool of prospective students in the near future. Our brand falls between a regional University and a state flagship. With a focus on undergraduate education, we expect strong credibility going forward.
70. Question: Does any of the work have to be performed on site, or is remote acceptable?
Answer: Remote is acceptable. Given the nature of this work, no meetings are required to occur on campus.
71. Question: Is the contractor expected to determine the targeted ROI goals for JMU's individual marketing plans?
Answer: Yes, that would be a part of the planning process for any campaign.
72. Question: Regarding the creation of landing pages, microsites, or forms connected to a digital ad: What platforms and systems do you have in place to build these pages, microsites and forms?
Answer: We prefer to host landing pages and microsites on our own website/Cascade CMS platform.
73. Question: Regarding the creation of landing pages, microsites, or forms, can you confirm the scope of this task - is it JMU's expectation that the selected partner through design/technical development services will be implementing landing pages, microsites or forms - or just providing strategy for the use of such tools?
Answer: There are cases in which a landing page needs to be created by the agency so that option should be available, if needed. However, we prefer to keep landing pages and microsites under www.jmu.edu (Cascade CMS).
74. Question: Regarding integration with a CRM (such as Slate, Salesforce or CollegeNET) to track prospect clicks and import new prospect data: Could we get a full list of integration points, and related applications we would be working with? Is it JMU's expectation that the selected vendor will be completing any technical development work associated with implementation of any integrations between tools and platforms?
Answer: Until we have an enterprise CRM, any integration points would be fairly manual and managed by JMU. Salesforce and Slate, however, are more flexible than CollegeNET, so we would be open to recommendations for how to better track leads and prospects that are also included in digital marketing campaigns.

75. Question: Regarding a sample reporting/metrics dashboard for a digital campaign and monthly reports. Deliverables produced from engagements with other clients are typically considered proprietary by our clients, may we present the dashboard format we delivered with sample/redacted data?

Answer: Yes, sample data will be accepted.

76. Question: Are there particular degrees, educational programs or academic areas you're looking to prioritize in JMU's paid advertising efforts?

Answer: Please see response to Question 35.

77. Question: Can you please provide any and all information allowed with regard to the current or previous budget for the first year of this project?

Answer: JMU does not disclose budget information. The requested pricing schedule and completed scenarios will help the committee determine the best value for the University.

78. Question: If JMU awards this contract to multiple vendors, how will future work be divided among awardees? Will task orders be competed among contract holders or will JMU assign the work out?

Answer: Multiple awards contracts do not guarantee work. Departments can choose to work with any of the awarded vendors. The department can also choose to compete the work among any of the awarded vendors.

79. Question: Scenarios 3 and 5 ask for our "approach" in addition to pricing, and scenario 4 asks for us to provide "two or three strategy options". Will it be acceptable to provide, procedurally, how we would approach the scenarios or is the expectation that we are providing an actual sample strategy? It would be impossible for us to provide an actual strategy without having more information (i.e. target audience data, business goals, budget, etc) so I would like to make sure that isn't what's expected here.

Answer: Yes, please describe how you would approach the scenarios. We understand there are missing factors that would help complete a full strategy.

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

Sincerely,

Mikayla Comer
Buyer Specialist
Phone: (540-568-4071)



July 30, 2021

ADDENDUM NO.: Attachment One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MPC-1098**
Dated: **July 13, 2021**
Commodity: Digital Advertising Services
RFP Closing On: **August 12, 2021 at 2:00pm**

Samples of creative work and landing pages below:



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



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15 Second Videos

1. Trimmed streamer video #1
<https://www.dropbox.com/s/mxguli3mv7yymbj/15%20Second%20Streamer1%20Final.mp4?dl=0>
2. Trimmed streamer video #2
<https://www.dropbox.com/s/6dnt474fxq8uauud/15%20Second%20Streamer2%20Final.mp4?dl=0>
3. #1 most recommended
<https://www.dropbox.com/s/7rl8iojwml5jsx6/15%20Sec%20-%20Most%20Recommended%20-%20Final.mp4?dl=0>

30 Second Videos

1. Being the Change
<https://www.dropbox.com/s/gaed29ev9n4mpjm/2019%20Brand%20Statement%2030%204.mov?dl=0>
2. Trimmed streamer video
<https://www.dropbox.com/s/1xhey6lwkiqh7or/30%20Second%20Streamer%20Final.mp4?dl=0>
3. Trimmed CHOICES video
<https://www.dropbox.com/s/dtglguh7fdsp2a/Choices%2030%20Second%20Ad2.mp4?dl=0>



August 4, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MPC-1098**
Dated: **July 13, 2021**
Commodity: **Digital Advertising Services**
RFP Closing On: **August 12, 2021 at 2:00pm**

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

1. Question: Regarding Scenario #5, answer #2 in the addendum says "All of the digital marketing for JMU's Graduate School is done in-house and primarily focuses on placements in Facebook, Instagram, Google and YouTube. We would seek consultation support for these campaigns and for other smaller campaigns that support student recruitment." Answer #52 in the addendum states, "20k is for all 10 degrees (not 10k for each individual program). We envision each program to have general graduate school components along with degree-specific components, but are open to recommendations, given the size of the budget." The original scenario in the RFP doesn't make any reference to the campaigns being managed in-house by the Graduate School. Should we be running under that assumption in this scenario, or is the University looking for a proposal that includes campaign management? In other words, it's not clear if Scenario 5 is requesting an actual proposed media plan, or just an overview of how we would go about advising the Graduate School on their internal strategic approach.
Answer: Scenario 5 is requesting an actual proposed media plan for the budget of \$20,000. Please do not take the current in-house management into consideration in your response. This scenario is asking for your proposal if the graduate school decides to move all in-house campaign management operations to your agency.
2. Question: Will a new agency partner absorb existing media in market, or build campaigns from scratch?
Answer: Any campaigns that have begun under existing contracts will remain with that agency until the conclusion of the campaign. If ad creative was successful under this contract, it may be used for future ads. Any existing in-house campaigns may be absorbed/managed by the new agency partner.
3. Question: How many years has JMU been doing multi-platform digital marketing campaigns? Have they been successful?
Answer: JMU has been doing multi-platform digital marketing campaigns for roughly four years and we have had success with them.

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4. Question: What are the university's pain points when utilizing digital media?
Answer: A few of our "pain points" are limited budget and limited number of personnel. It can be a challenge to manage and coordinate with a smaller staff and create effective solutions on a restricted budget.
5. Question: Do you ever combine digital advertising with traditional advertising?
Answer: We have combined digital advertising with traditional advertising, however, this RFP is only focused on the digital component.
6. Question: What does JMU currently do to attain inclusion and diversity in your marketing materials?
Answer: We want students of all backgrounds to feel comfortable and welcome at JMU, so we are intentional about seeking student stories that represent the diverse population here. We also consider diversity when selecting imagery of students/campus.
7. Question: Our digital buys may require upfront payment so the agency does not have to carry that risk. Is that normally something that the university does?
Answer: Vendors seeking further clarification can include questions or their invoicing model in response. Agreement can be reached through negotiation and clarification.

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

Sincerely,



Mikayla Comer
Buyer Specialist
Phone: (540-568-4071)