



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6269

This contract entered into this 7th day of April 2022, by Educational Testing Consultants, 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 April 26, 2022 through April 25, 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 KLN-1137 dated January 4, 2022:
 - (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 January 24, 2022.
 - (e) Addendum Two, dated January 31, 2022.
- (3) The Contractor's Proposal dated January 29, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated March 29, 2022.

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

CONTRACTOR:

By: Stevem J. Shotts
(Signature)

Stevem J. Shotts

(Printed Name)

Title: CEO

PURCHASING AGENCY:

By: Krista Nealis
(Signature)

Krista Nealis

(Printed Name)

Title: Buyer Senior, Procurement

RFP # KLN-1137 Exam Preparation Services
Negotiation Summary for Educational Testing Consultants

03/29/2022

1. Pricing Schedule:

| Course | Discount Registration Fee* | Regular Registration Fee | On-Demand Registration Fee |
|---|---------------------------------------|-------------------------------------|---------------------------------------|
| GRE Prep Class | \$799.00 per person | \$899.00 per person | \$499.00 per person |
| GMAT Prep Class | \$799.00 per person | \$899.00 per person | \$499.00 per person |
| LSAT Prep Class | \$899.00 per person | \$999.00 per person | \$599.00 per person |
| SAT or ACT Summer Institute | \$449.00 per person | \$499.00 per person | \$299.00 per person |
| SAT or ACT Blitz | \$449.00 per person | \$499.00 per person | \$299.00 per person |
| Strategy Workshops | \$0.00 per person | \$0.00 per person | \$0.00 per person |
| * Discounts intended for university staff, faculty, alumni, or other appropriate groups with which university is affiliated. If university registration system requires, a discount of 10% off the regular registration fee may be given in lieu of the amounts outlined in this table. | | | |

The fees listed above may be changed upon mutual written agreement of ETC and JMU.

- Revenue Share:** ETC shall receive 70% of the gross course revenue and JMU shall receive 30% of the gross course revenue.
- Contractor hereby rescinds confidentiality of their entire proposal dated January 29, 2022.
- Contractor has disclosed all potential fees. Additional charges will not be accepted.
- Parties agree that this Negotiation Summary modifies RFP# KLN-1137 and the Contractor's initial response to RFP# KLN-1137, and in the event of conflict this negotiation summary shall take precedence.
- Contractor agrees that all exceptions taken within their initial response to RFP# KLN-1137 that are not specifically addressed within this negotiation summary are null and void.

EDUCATIONAL TESTING CONSULTANTS, INC. (ETC)

RFP # KLN-1137

Exam Preparation Courses (GRE General, GMAT, LSAT, SAT, and ACT)

Title: Exam Preparation Courses

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807



Issue Date: January 4, 2022

Response Due Date: 2:00 p.m. on February 1, 2022

Proposal for the delivery of
Exam Preparation Courses
GRE General, GMAT, LSAT, SAT, and ACT Courses

This proposal is submitted by:

Educational Testing Consultants, Inc. (ETC)

Corporate Office
2077 W. Forest Drive
Tallahassee, FL 32303
(803) 319-4000

North Carolina Office
6012 Bayfield Parkway #367
Concord, NC 28027
(704) 488-8248

REQUEST FOR PROPOSAL
RFP # FDC-952

Issue Date: January 4, 2022
Title: Exam Preparation Courses
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on February 1, 2022 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: Krista Nealis, Buyer Senior, Procurement Services, nealiskl@jmu.edu; 540-568-7523; (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:

Educational Testing Consultants, Inc.

2077 West Forest Drive

Tallahassee, FL 32303

Date: 1/29/2022

Web Address: www.etctestprep.com

Email: shotts@etctestprep.com

By: _____

(Signature in Ink)

Name: Steven J. Shotts

(Please Print)

Title: CEO

Phone: (704) 488-8248

Fax #: (980) 255-8590

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 S #2 S #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

APPLICATION NARRATIVE

Educational Testing Consultants, Inc. (ETC) specializes in providing test preparation services to universities primarily through continuing education departments and divisions, offering our partner institutions the opportunity to tailor test preparation classes to the specific needs of the communities they serve, at an affordable price, and with the assurance of quality. ETC's select staff of dedicated professionals has unparalleled experience working with university clients to ensure that each student reaches his or her testing goals.

ETC is proud of the impact its test preparation programs have on the communities of its partner universities beyond the immediate benefits to our students. The free GRE, GMAT, and LSAT Strategy Workshops offered by ETC ensure that students from all academic and economic backgrounds have access to invaluable test preparation assistance. Additionally, the revenue generated by ETC test preparation classes helps to support important non-revenue-generating programs that serve the greater good of the university communities. ETC recognizes that a successful test preparation program is a key component of the broader continuing education project.

The services outlined in the Request for Proposal (RFP) provided by James Madison University (JMU) are similar to those provided by ETC in accordance with its current contracts with other public universities, and as the incumbent provider of such services at JMU. The experience gained from the success of these programs places ETC in a unique position to provide the services requested in this RFP. As a result, ETC does not propose to subcontract any portion of the work described therein.

Beginning in 1997, Steven Shotts and Dr. Stephen Harris, co-founders of ETC, began offering graduate-level test preparation classes through The Florida State University Center for Professional Development. ETC incorporated in 1999, and currently provides test preparation classes through the continuing education departments at Florida State University, The University of South Carolina, The University of Georgia, Auburn University, The University of Kansas, Texas Christian University, Louisiana State University, University of California, Rice University, University of Central Florida, University of Wisconsin La Crosse, Old Dominion University, Virginia Commonwealth University, and many other universities. Additionally, ETC provides contract classes for not-for-profit organizations affiliated with the universities it serves.

IV. STATEMENT OF NEEDS

James Madison University is seeking a provider that will work in partnership with JMU - a provider that will share in conducting needs assessment, marketing, recruiting and onsite administration support when needed. JMU prefers a partnership that requires little impact or strain on the University's current resources, (i.e., little to no setup or administrative costs to the university), and JMU seeks a provider with experience working with university continuing education departments.

The contractor shall provide curriculum, instruction, and instructional materials to support programs helping individuals prepare for the following examinations: The Graduate Record Examination General Test (GRE General), The Graduate Management Admissions Test (GMAT), The Law School Admissions Test (LSAT), The SAT, and The ACT Test.

Additionally, JMU is interested in expanded into allied health and pre-professional health exams. Of primary interest are services for these exams: Dental Admissions Test (DAT), Medical College Admissions Test® (MCAT), Optometry Admissions Test (OAT), and Pharmacy College Admissions Test (PCAT). Potential interest extends to the National Registry Emergency Medical Technician (NREMT) and Pharmacy Technician Certification Exam (PTCE).

Additional admissions-related test and exam preparation will be considered.

The vendor shall be able to deliver exam preparation in online, hybrid, and in-person formats. Courses may be administered on JMU's campus. Occasionally, a course may be held at an alternate location. For example, if a high school client contracts a course, the class will be held there. In either case, the University or Client will provide the necessary classroom space at no charge.

The enrollment for this entire program is approximately 150-300 per fiscal year.

A. FUNCTIONAL

- 1. Describe the vendors efforts to support the pursuit of diverse, equitable, and inclusive recruiting and learning experiences. Also include strategies to remain financially accessible. Finally, include existing practices to accommodate students with disabilities.**

In addition to the open-enrollment courses proposed, ETC provides free strategy workshops which allow students the opportunity to receive valuable information regarding admissions tests and admissions test preparation regardless of their ability to pay for the test preparation courses proposed herein. ETC has a history of providing courses through partnerships with organizations which serve students historically underrepresented in higher education (e.g. TRiO, Upward Bound, SAGE, BLSA, etc.). ETC supports efforts to provide courses at significantly reduced rates (50% or more off the proposed course prices) to ensure financial accessibility. ETC seeks to provide learning experiences for students regardless of disability. Our VPAT which outlines steps taken in support of this goal is provided as Attachment E of this response.

- 2. The student experience should be such that the student 'feels as though' they are participating in a JMU program. Describe how the vendor supports this experience. Relatedly, describe the ability to integrate the JMU SPCE brand into the advertising, recruiting, and instruction.**

ETC works exclusively with colleges, universities, and educationally-focused organizations to offer test preparation classes. Most programs are offered through continuing or extended education departments. In all cases, the programs are marketed to participants as university programs and are delivered as university programs. As a result, ETC's participation in offering the programs exists completely behind the scenes. Additionally, ETC does not independently offer test preparation programs to the public in a face-to-face format in a manner that would compete with the JMU program, thus avoiding potential conflict of interest.

The LSAT program is designed for 30 instructor-led, face-to-face, classroom hours of instruction; the GRE program for 24 hours, the GMAT program for 24 hours, the SAT program for 16 hours, and the ACT program for 16 hours. Practice tests are generally not administered as part of the scheduled instructional hours, but can be added when appropriate. Classes are offered in face-to-face, Live-Online, and On-Demand formats.

ETC and JMU SPCE may mutually agree to customize courses from the standard offerings to fit the needs of James Madison University, the JMU market, and special programs or partnerships that may be identified. Customization may include, but is not limited to, modification of the number of program hours offered, delivery format, location, and schedule format. Courses may be offered on campus or off-site at a mutually agreeable location.

Courses and programs other than those proposed herein may be added, including customized curriculum to meet the needs of the JMU market, as mutually agreed upon between ETC and the University.

3. Describe what advertising and recruitment services the contractor provides.

ETC proposed to support Google Ad campaigns for all test preparation programs offered in partnership with JMU. Fees for such ads and the cost of managing the campaigns shall be the responsibility of ETC with no costs billed to JMU. No advertising will be done without prior approval of JMU SPCE and all ads will direct students to JMU website pages. In addition making test preparation financially accessible, the Strategy Workshops mentioned in section IV.A.1 generate leads for university test preparation programs. A description of these workshops and their impact is provided here:

<<Begin Proprietary Information>>

ETC conducted its first Strategy Workshop over 15 years ago in response to a request from one of its university partners. In the years since, ETC has introduced the concept of Strategy Workshops to each of its partners and conducts over 100 Strategy Workshops per year. The positive feedback we receive from program participants is a testament to the substantive content of the workshops. Additionally, the significant number of test preparation program enrollees who respond with 'Strategy Workshop' when asked how they heard about our test preparation program indicates that the Strategy Workshops are a successful element in marketing the program as a whole. <End proprietary information>>

4. Describe the ability to offer differential pricing for certain promotions or strategic partners or audiences (e.g., a seasonal promotion or standing discounts for alumni).

ETC supports a 10% discount for any strategic partner selected by JMU. Such discount can be applied to comply with existing JMU policies (e.g. standing discounts for alumni, policies regarding repeat customers to SPCE), to develop relationships with community members (e.g. 'hero' discounts to first responders, military, and teachers) and to support the goal of ensuring diversity and inclusion. Additional discounting is particularly supported in this effort as mentioned above.

5. Describe the course scheduling process and flexibility for the University in offering courses provided by the contractor.

Course scheduling will be completed as a joint process involving ETC and the University. ETC will propose schedules for open enrollment (open to the public and students) to the University, based on past experience and success at other partner institutions, taking into consideration University calendars, examination dates, and

results of market analysis. Course schedules for open enrollment programs will be provided by ETC to the UNIVERSITY no less than one hundred twenty (120) days in advance of the start date of any course for approval. The University will have the right to make any modifications and revisions to the schedule as deemed necessary and appropriate. ETC will also provide a schedule of Live-Online classes into which JMU may enroll students. The schedule for such will also be provided no less than one hundred twenty (120) days in advance of the start date of any course.

The University and ETC may elect to schedule classes at locations off campus. These courses may be offered at other JMU locations, local schools, or other mutually agreeable sites. These classes will be scheduled as new program opportunities and partners are identified. ETC will deliver all programs scheduled at least thirty (30) calendar days in advance.

Draft schedules for 2022 JMU Live-Online test preparation classes have already been shared with JMU. Face-to-face course options will be scheduled when health conditions allow and when demand warrants such offerings.

a. Describe how JMU will select offerings, any restrictions as to minimum and maximum numbers, and method used for the University to select offerings.

Live-online courses will be offered with a minimum of one (1) student registered by seven business days prior to the start of the class specified on the schedule.

For all face-to-face offerings of the courses, the University and ETC agree to deliver any GRE/GMAT/LSAT class that has at least four (4) registrants enrolled by seven business days before the start of the class specified in the schedule; and deliver SAT/ACT courses with at least six (6) registrants enrolled by seven business days before the start of the class specified in the schedule. In the event of cancellation, no Instructional Payment will be owed to ETC for that course. Courses failing to meet the outlined minimum requirement may be delivered at ETC's discretion. Courses will generally be limited to thirty (30) participants each, but this number may be exceeded if mutually agreed to by the UNIVERSITY and ETC.

ETC is able to provide courses in On-Demand format. Classes presented in this format will include Student Course materials matching those received by students in face-to-face and Live-Online courses, 120-days' access to recordings of class modules, and Live-Online office hours. ETC does not propose to offer On-Demand classes as part of the publicly advertised courses taught through this RFP. Rather, On-Demand courses may be offered to students seeking test preparation who are not able to attend any of the scheduled class offerings.

In addition to the process outlined in section IV.A.5, university may propose additional course schedules.

b. List all courses for JMU to offer to prospective students. Include cost of each course

listed.

Course fees listed below reflect suggested registration fees, to be charged program participants. The University and ETC may agree to program fees that vary from the proposed fees as appropriate. ETC proposes that face-to-face and Live-Online sections of the same program be sold at the same fee. This will help students recognize that changing the medium of instruction does not change the program content. Furthermore, it will make the processing of transfers easier since students who register for a face-to-face option and later decide to take a Live-Online course will not be due a refund or owe additional fees.

(Continuing of response IV.A.2.b)

| Course | Discount Registration Fee* | Regular Registration Fee | On-Demand Registration Fee |
|---|---------------------------------------|-------------------------------------|---|
| GRE Prep Class | \$799.00 per person | \$899.00 per person | \$499.00 per person |
| GMAT Prep Class | \$799.00 per person | \$899.00 per person | \$499.00 per person |
| LSAT Prep Class | \$899.00 per person | \$999.00 per person | \$599.00 per person |
| SAT or ACT Summer Institute | \$449.00 per person | \$499.00 per person | \$299.00 per person |
| SAT or ACT Blitz | \$449.00 per person | \$499.00 per person | \$299.00 per person |
| Strategy Workshops | \$0.00 per person | \$0.00 per person | \$0.00 per person |
| * Discounts intended for university staff, faculty, alumni, or other appropriate groups with which university is affiliated. If university registration system requires, a discount of 10% off the regular registration fee may be given in lieu of the amounts outlined in this table. | | | |

The fees listed above may be changed upon mutual written agreement of ETC and JMU.

- c. **Describe the ability of the contractor to provide needs assessment, marketing, recruiting and on-site administrative support if necessary.**

Educational Testing Consultants will provide, as part of this agreement, consulting services including needs assessments, market analysis, marketing collateral and templates, operations best practices, student recruitment support, and limited on-site administration support.

ETC will engage in market analysis and needs assessments to determine the market for test preparation classes in the university community. Together with the experienced gained over the past five years as the incumbent provider of exam preparation classes, ETC will submit a strategic plan listing the appropriate course offerings and scheduling. ETC will also submit an in-depth marketing plan. Strategic planning sessions will be held at initiation of contract, and annually thereafter.

The University will coordinate registration, promotion, and visibility for the initiative in exchange for the University's share of revenues; such activities include customer service, student communication, meetings with other university personnel, registration and related forms, evaluations, promotional appearances and general representation.

(Continuation of response IV.A.2.c)

The University will provide appropriate website presence for the effective marketing and delivery of the program on the University's servers and within the University's website.

ETC may independently, and at its own expense, conduct additional promotional and marketing activities subject to prior review and approval by the University.

ETC agrees to manage at its expense a digital marketing campaign promoting the test preparation classes offered at JMU. The foundation for the digital marketing campaign will be paid search advertising using Google Ads and other similar options provided by search engines. The copy for all ads will be submitted to university for approval prior to any public posting of the advertisements. All advertisements will direct students to university program website(s). No mention of ETC will be made in the advertising of the class, and no links to ETC's website will be made. ETC agrees to commit at least 5% of program revenue to digital marketing of classes. Additional funds may be allocated at ETC's discretion and expense. Digital marketing campaigns may be supplemented by social media marketing. To track the effectiveness of digital marketing, university agrees to post necessary conversion coding into the registration confirmation pages on its website.

B. INSTRUCTIONAL

ETC will provide qualified, trained instructors that meet or exceed the standards of the University. Instructors will be provided with adequate training and support; ensuring the best possible learning experience for program participants. All instructors will receive extensive training from senior ETC staff trained in instructor development prior to the delivery of any courses. JMU staff is encouraged to participate in the selection and evaluation of instructors. ETC follows federal and state guidelines regarding equal opportunity employment.

- 1. Describe how vendor assesses student success, such as student performance on the exams and growth during the program. Include what factors are measured and how they are assessed. Provide relevant data on student success.**

ETC makes efforts to ensure students progress through the course and complete assigned materials. Instructors will take attendance in class and provide summary to University for official program records. Instructors report repeated absences to ETC for management in coordination with the University. Mid-course evaluations (described below) allow students to give feedback regarding their assessment of their progress.

(Continuation of response IV.B.1)

Diagnostic and practice test opportunities are provided to the students and are to be

completed outside of assigned class time independently by the students.

In our current arrangements with universities (and to ensure that the student experience remain that of a JMU program as described in IV.A.2) ETC does not independently collect score performance data from students. As such, our assessment of student performance results from the compilation of anecdotal remarks from students, parents, and instructors. This input suggests that score improvements of 0.5 standard deviations above test norms are quite common. Many students report improvements at or above 1.0 standard deviations from test norms.

If JMU seeks to collect pre-class official score reports and post-class official score reports from student. ETC will compile yearly reports of those data.

2. Describe how students receive the highest quality instruction, in in-person, hybrid, and online settings. Describe how instructors are selected and evaluated.

<<Begin Proprietary Information>>

ETC's instructor modules are presented in PowerPoint for clarity and consistency of instruction. The ability to project test items on screen encourages class coherence and the dynamic manner in which item solutions unfold illustrates the step-by-step approach to item solutions that are the core of ETC's pedagogy. Moreover, the time saved by eliminating the need to re-write information on the board, flip through text book pages, and the ability to review previous class materials efficiently allows instructors to cover more material per hour than traditional presentation formats. Access to ETC's Instructor Presentations can be made available upon request.<End proprietary information>>

ETC will provide an instructor (or instructors) with the appropriate content expertise and the teaching skills necessary to be successful with the intended audience for the particular course. Instructors will be recruited, trained, and managed by ETC. The University may assist in the selection process and evaluation of instructors at its discretion. Instructors failing to meet ETC or University standards will be replaced with a mutually agreeable replacement instructor. In general, the instructor or instructors assigned to a course will teach all the classes scheduled for a particular course offering.

Over the course of the contract period, instructors are selected to teach the scheduled classes. ETC will submit any materials required by JMU to evaluate the educational and professional qualifications of potential instructor candidates.

Instructors are evaluated holistically on the following characteristics: post graduate education, instructional experience, demonstrable performance on national

(Continuation of response IV.B.2)

standardized tests. ETC instructors generally meet the following characteristics: post-graduate degree, demonstrated superior performance on national standardized tests usually above 90th percentile, at least five years teaching experience. The

University is encouraged to participate in the evaluation and selection of program instructors at their discretion.

Live-online course sessions (and live-online portions of hybrid courses) will generally include a support instructor dedicated to responding to student questions, monitoring student chat windows, and complementing the instruction delivered by the lead instructor of such sessions.

3. Describe the learning experience, including learning portals, instructional material, student manuals, workbooks, or textbooks.

<<Begin Proprietary Information>>

For each course, ETC will provide a curriculum that is relevant to the current content and format of each test. Courses will contain content sufficient for meeting the number of instructional hours mentioned in section IV.A.2. ETC will provide direction through teacher training and instructor notes, on the instructional methodology to be employed in conducting each of the class sessions.

The Student Course Kit includes one Textbook (two in the case of LSAT), one course-specific workbook, and in some cases copies of recently administered exams or other appropriate supplemental material. The Student Course Kit is valued at \$75 per kit. Course materials, student manuals, textbooks, and instructor manuals will be provided at ETC's expense as part of this agreement. Therefore, no fee will be charged to the students or the University for the course kits. <<End Proprietary Information>>

(Continuation of response IV.B.2)

The following textbooks will be used in the delivery of each course:

GRE: *The Official Guide to the GRE Revised General Test, 3rd Edition* by Educational Testing Service (most recent edition, which is currently represented by the title provided here)

GMAT: *GMAT Official Guide 2022* by Graduate Management Admission Council (most recent edition, which is currently represented by the title provided here)

LSAT: *10 Actual, Official LSAT PrepTests Volume V: PrepTests 62 through 71 (Lsat Series)* by Law School Admission Council and ***10 Actual, Official LSAT PrepTests Volume VI: PrepTests 72 through 81 (Lsat Series)***) by Law School Admission Council (most recent editions, which are currently represented by the titles provided here)

SAT: *The Official SAT Study Guide, 2020 Edition* by College Board (most recent edition, which is currently represented by the title provided here)

ACT: *The Official ACT Prep Guide, 2021 - 2022*, Updated by ACT and published by Peterson's (most recent edition, which is currently represented by the title provided here)

ETC will provide and ship to the University, at ETC's expense, sufficient copies of the most recent edition of the appropriate Official Test Guide from the list above or more recent editions, if available and with the agreement of the University. ETC will provide one set of student materials to each Live-Online class enrollment. Materials will be provided at no additional cost to student or university. Shipping costs or other delivery fees will be paid by ETC.

A sample of each set of course materials is available upon request. The course workbooks are intended to supplement the classes and should only be distributed to class participants who have received individual copies of the associated test preparation manuals. The workbooks contain test items from these test preparation manuals that are the property of the respective publishers. All additional content is the property of ETC. Copying of the manuals by the University is permitted as per this section and existing copyright protections.

ETC provides learning portals for all test preparation students which include pre-recorded versions of class modules, access to an instructor-monitored discussion forum, and access to live-online instructor office hours. Recordings of live-online class sessions (when applicable) are also posted to the student learning portal. Students retain access to this portal through 120 days after their last scheduled class session.

4. Describe how courses are updated to stay current with changes and updates to exams.

ETC Development Team maintains consistent contact with test writers and administrators (e.g. The College Board, Law School Admissions Council, etc.) to remain informed regarding pending public announcements of test changes. Changes in test content, structure, or administration are incorporated into ETC's course materials as part of a regular review. Curricula are updated to align with the most recent publications released by test administrators (current editions listed in IV.B.3 above). Aligning curricula with current editions ensures that our courses remain aligned to prevailing test specifications.

5. Describe how student satisfaction is assessed.

ETC provides each student three opportunities to provide input that will be used to evaluate and improve program content, instructional methodology, and delivery.

- Pre-Class Surveys: Given to students as they arrive on the first day of class,
 - (Continuation of response IV.B.5)

these surveys allow instructors to customize instruction for the needs of the students in each class. The information contained in the surveys also provides demographic information useful in evaluating program marketing efforts.

- Mid-Class Evaluations: Submitted by students digitally, the mid-class evaluations elicit input from students regarding some foundational questions

asked in Likert scale format and others in open-response format. Given half way through each class, the input from such allows ETC and its instructors to gauge student satisfaction, and assess their needs in time to modify instructional content for future modules.

- Final Evaluations: Final evaluations are submitted by students digitally at the end of each class session. Class time is allotted in an attempt to increase response rates.

ETC welcomes evaluative input from university, and encourages university staff to evaluate courses and programs in any means appropriate.

<<Begin Proprietary Information>>

ETC uses in-classroom digital student evaluations to measure student satisfaction. Universities may elect to choose existing evaluation forms used for other similar programs or use an ETC provided evaluations. The ETC provided evaluation template that rates student satisfaction on a number of areas, including effectiveness of instruction, course materials, instructor quality, and overall satisfaction. The ETC evaluation form uses a 7 point Likert scale. A sample of the ETC provided evaluation is provided as attachment F. <<End Proprietary Information>>

In the event that the University does not have an established evaluation method, ETC will collect evaluations and provide results to the University at the conclusion of each course.

C. ADMINISTRATIVE

ETC will provide administrative support as outlined below, to ensure proper program reporting and operations.

- 1. Describe how students are enrolled in courses, including notification of enrollment to JMU and the student. Note: JMU is able to create a registration and payment process using its registration and payment system, which the vendor may or may not choose to use.**

Student enrollment will be maintained by JMU. Enrollment may be collected electronically via a website, by mail, fax, or in person. In accordance with JMU's desire to have a program that is branded exclusively as a JMU program, all marketing, customer service, registration, and fee collection will be managed by JMU and supported by ETC. This allows the University to provide students with an authentic JMU experience. JMU will notify ETC regarding student enrollment as soon as practicable to ensure that students receive necessary class communication and facilitate the establishment of student online accounts.

- 2. Describe how students pay for services in which they enroll through JMU.**

All fees and payments for services will be managed by JMU. ETC and its instructors will not collect funds from students or on behalf of the University.

3. Describe how the contractor and JMU track student enrollment status.

JMU will provide ETC with individual student enrollments by the business day following student registration. An enrollment report will be sent from JMU to ETC at least seven days in advance of the first class session of each course. ETC registrar will confirm registration of all students listed on the enrollment report.

4. Describe how JMU and contractor will share student enrollment numbers and course revenue data.

JMU will provide to ETC the amount paid by each student as part of the enrollment information sent by JMU to ETC. Upon completion of the second meeting of each course, the University will provide ETC with the final course registration rosters and revenue report. For purposes of calculating gross course revenue retained cancellation fees will not be included, and are retained solely by the University. ETC will then furnish the University with a detailed invoice of the fees due ETC.

The instructor for a course will be prepared to handle the check-in of registered participants at the first class meeting, based on a roster of registrants provided to the instructor by the University. Attendance will be retained by ETC and available to JMU upon request. Persons not properly registered for the course will not be permitted to engage in subsequent course sessions without fully registering through the University.

5. Describe contractor response timeframe and available staff to administrative service calls and issues from the University.

ETC staff members are available from 8:00 AM to 6:00 PM Eastern Time Monday through Thursday for regular business service calls, marketing and recruiting events, student inquiries, and regularly scheduled meetings. For the first class meeting of each Live-Online course, an ETC staff person will be available starting one hour before the class start time through 30 minutes after the class start time. ETC staff will also be available as needed after hours and on weekends. ETC will provide the University with an emergency phone number (855-382-8378) to handle emergencies directly related to the delivery of scheduled programs, including those classes beginning outside of normal business hours. ETC will ensure staff availability at all times that a class is scheduled to meet. ETC staff will respond to business communication within one business day or, in the event that an adequate response cannot be provided in such time, make arrangements with the University to identify a mutually agreeable timeframe for response.

Registration staff are available throughout the week to process student registrations received from JMU at registration@etctestprep.com. Student support email addresses are also monitored throughout the week and weekend to support student needs (tech@etctestprep.com, etc.).

6. Describe contractor's course refund policy.

In alignment with the University's desire to offer a program that is exclusively branded as a University program, ETC will follow the University's refund policy for all programs. Service fees charged by the University will be retained by the University and will not be included in the determination of Gross Program Revenue or fees owed to ETC. Refunds will not be available beyond 10 business days after the start of a course. Students may repeat any course, for any reason, within 1 year of the start of the course in which they were initially enrolled at a fee equal to one half of the fee paid for the initial course.

7. Describe your firm's PCI compliance method and/or policy.

ETC's agrees to comply with state and federal laws regarding the collection of student records and data (e.g. FERPA). Further, ETC proposes that university process all payments and does not require information related to such.

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.**

Enclosed within please find one (1) original and four (2) copies of the entire proposal. Each copy is individually bound per RFP instructions.

- b. One (1) electronic copy in WORD format or searchable PDF (*flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.**

An electronic copy of the proposal is contained on the flash drive enclosed with the hard copy versions of the proposal. It is the only file contained on the drive.

- c. Should the proposal contain proprietary information, provide one (1) redacted hard copy of the proposal and attachments with proprietary portions removed or blacked out. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. 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.

While the proposal contains information ETC deems proprietary, ETC's existing contracts are already in public domain. As such a redacted copy will not be required.

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.**

ETC is submitting its proposal 1/29/2022. As of that date, only one addendum was listed at the Virginia procurement website:

<https://vendor.epro.cgipdc.com/webapp/VSSAPPX/Advantage>

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.**

Copies are signed by Steven Shotts (CEO), an authorized representative of ETC.

- b. **Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.**
- c. **Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal**

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

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

ETC is willing to give an oral presentation of its proposal should the procurement committee deem it necessary.

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 acknowledgments, 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.**

ETC’s plan and methodology for providing the goods/services described in Section IV of the RFP are described in Section IV of this document.

- 3. A written narrative statement to include, but not limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work**

The application narrative is provided on page 4 of this proposal

- 4. Offeror Data Sheet, included as Attachment A to this RFP.**

Offeror Data Sheet is provided as Attachment A of this proposal.

- 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.**

Small Business Subcontracting Plan is provided as Attachment B of this proposal.

- 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.**

ETC Sales to VASCUPP Members during the last twelve months (1/1/2021-12/31/2021) are listed below:

| | |
|---------------------------|----------|
| James Madison University: | \$34,512 |
|---------------------------|----------|

| | |
|-----------------------------------|----------|
| Longwood University: | \$749 |
| Old Dominion University: | \$34,354 |
| Virginia Commonwealth University: | \$62,444 |

7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

Proposed cost is provided in section X of this proposal (below)

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 | 25 |
| 2. Qualifications and experience of Offeror in providing the goods/services | 20 |
| 3. Specific plans or methodology to be used to perform the services | 25 |
| 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses | 10 |
| 5. Cost | 20 |
| | <u>100</u> |

- B. AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the 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

ETC agrees to the general terms and conditions listed in section VII of RFP #KLN-1137

VIII. SPECIAL TERMS AND CONDITIONS

ETC agrees to the general terms and conditions listed in section VI of RFP #FDC-952

IX. METHOD OF PAYMENT

ETC is currently registered to receive electronic deposit (ACH) to our bank (Vendor Number: [REDACTED]). ETC agrees to continue to receive payment in this manner.

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.

<<Begin Proprietary Information>>

In exchange for the services outlined herein, ETC will receive 75% of Gross Course Revenue. The total Gross Course Revenue is the sum of actual course fees paid by course enrollees, and reflects any adjustments to the course price resulting from mutually agreed upon program discounts or other promotions. For the purposes of this agreement, Gross Course Revenue will not include service fees, cancellation fees, or additional fees charged to participants by the University. <<End Proprietary Information>>

| Course | Discount Registration Fee* | Regular Registration Fee | On-Demand Registration Fee |
|------------------------|---------------------------------------|-------------------------------------|---|
| GRE Prep Class | \$799.00 per person | \$899.00 per person | \$499.00 per person |
| GMAT Prep Class | \$799.00 per person | \$899.00 per person | \$499.00 per person |
| LSAT Prep Class | \$899.00 per person | \$999.00 per person | \$599.00 per person |
| SAT or ACT | \$449.00 per person | \$499.00 per person | \$299.00 per |

| | | | |
|---|---------------------|---------------------|---------------------|
| Summer Institute | | | person |
| SAT or ACT Blitz | \$449.00 per person | \$499.00 per person | \$299.00 per person |
| Strategy Workshops | \$0.00 per person | \$0.00 per person | \$0.00 per person |
| * Discounts intended for university staff, faculty, alumni, or other appropriate groups with which university is affiliated. If university registration system requires, a discount of 10% off the regular registration fee may be given in lieu of the amounts outlined in this table. | | | |

The fees listed above may be changed upon mutual written agreement of ETC and JMU.

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> .

No charge card processing fees will be billed to the university.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: VPAT

Attachment F: Sample Evaluation

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 21 Months 2

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

| CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON | PHONE # |
|-----------------------------|-------------------|---|----------------|--------------|
| Florida State University | 20 years | 555 W. Pensacola St PO Box 3061640 Tallahassee, FL 32306-1640 | Mike McIver | 850-644-2653 |
| University of Georgia | 16 years | 1197 South Lumpkin Street, Suite 196 Athens, GA 30602 | Kiel Norris | 706-202-5047 |
| University of South Florida | 9 years | 4202 E Fowler Ave Tampa, FL 33620 | Nancy Dimis | 813-974-3255 |
| Texas Christian University | 13 years | TCU Box 297026 Fort Worth, TX 76129 | Julie Lovett | 817-257-7132 |
| James Madison University | 10 years | 127 W. Bruce St. 3 rd Floor, MSC 6906 Harrisonburg, VA 22807 | Carol Fleming | 540-568-8987 |

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

| | |
|-----------------------|----------------------------|
| Corporate Office | North Carolina Office |
| 2077 W. Forest Drive | 6012 Bayfield Parkway #367 |
| Tallahassee, FL 32303 | Concord, NC 28027 |
| (803) 319-4000 | (704) 488-8248 |

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: Educational Testing Consultants, Inc Preparer Name: Steven Shotts

Date: January 29, 2022

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

If yes, certification number: _____ Certification date: _____

ETC is a small business certified by federal SAM guidelines and registered at the time of the release of this RFP. Further ETC meets the requirements of "Small Business" as defined herein.

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 SBSB 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: Exam Preparation Courses, RFP# KLN-1137

Date Form Completed: 1/29/2022

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

Offeror / Proposer:

Educational Testing Consultants, Inc
Firm

2077 W. Forest Drive; Tallahassee, FL 32303
Address

Steven Shotts
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) |
|--------------------------------------|----------------------------------|---------------------------------|-----------------------------------|---|---|
| None | N/A | N/A | N/A | N/A | N/A |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(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: _____

By: _____

(Signature)

(Signature)

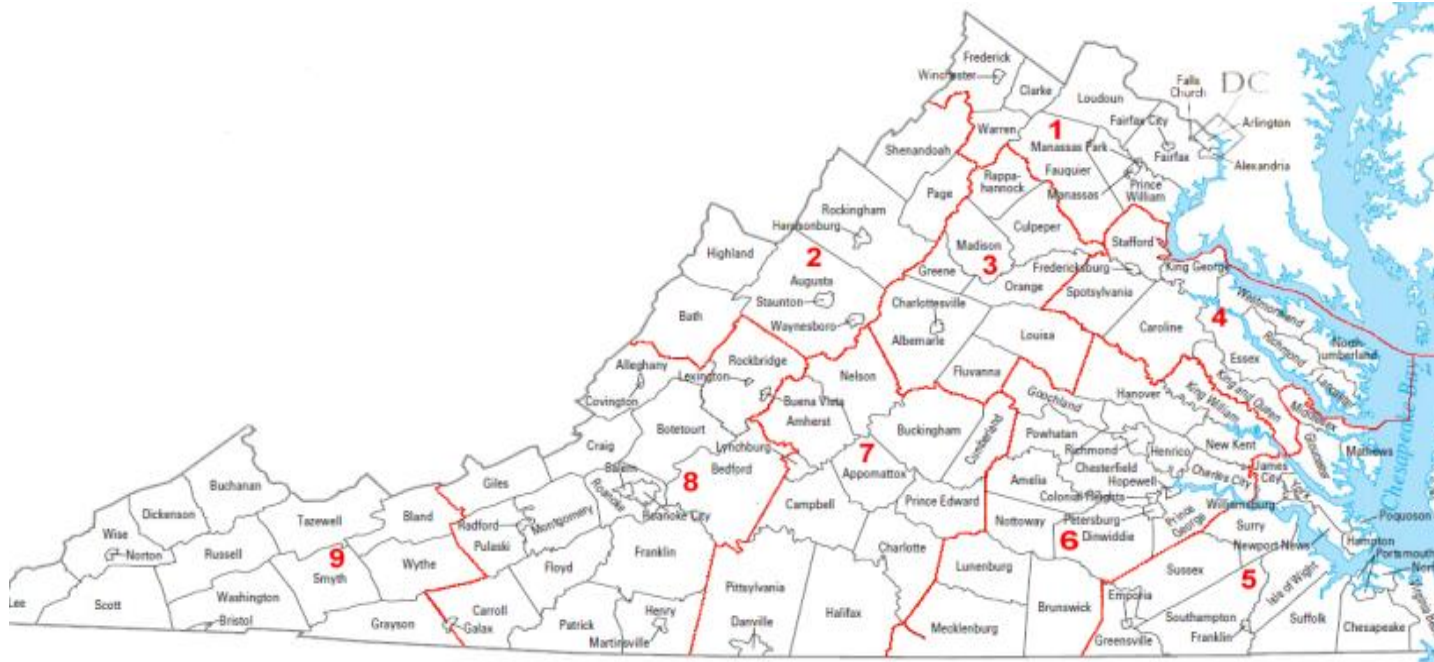
(Printed Name)

(Printed Name)

Title: _____

Title: _____

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)



VPAT®

VERSION 2.3 • WCAG EDITION

ACCESSIBILITY CONFORMANCE REPORT

JANUARY 2022

Prepared by: Educational Testing Consultants, Inc.

ETC Accessibility Conformance Report

VPAT® Version 2.3 (Revised) – April 2019 – WCAG Edition

Name of Product/Version: student.etctestprep.com

Product Description: Online learning management system. The student site is hosted on the Moodle platform. It features online course resources for online and classroom students, including pre-recorded lectures, live class recordings, discussion forums, practice questions, and online office hours.

Report Date: January 29, 2022

Contact Information: Steven Shotts, shotts@etctestprep.com, (704) 488-8248

Evaluation Methods Used: Testing is based on general product knowledge, evaluation tools (Adobe Accessibility Checker, Color Contrast Analyzer) and testing with assistive technologies (screenreaders).

Applicable Standards/Guidelines: WCAG 2.0

This report covers the degree of conformance for the following accessibility standard/guidelines:

| Standard/Guideline | Included In Report |
|--|--|
| Web Content Accessibility Guidelines 2.0 | Level A (Yes) Level AA (Yes) Level AAA (Yes) |

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

| Criteria | Conformance Level | Remarks and Explanations |
|---|---------------------------|---|
| <u>1.1.1 Non-text Content</u> (Level A) | Partially Supports | Practice problems that contain an image have alternative text. Technical support guides and user guides may contain screenshots that do not have alternative text. |
| <u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) | Partially Supports | Audio provided for videos accurately communicates instructional elements and textual elements from videos. Videos feature textual and graphical elements aligned to the audio. |
| <u>1.2.2 Captions (Prerecorded)</u> (Level A) | Partially Supports | Some pre-recorded videos include captions as published. Captioned videos for all pre-recorded video content will be made available upon student request. All published pre-recorded videos are scheduled to be published with captions by 12/31/2019. |
| <u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) | Does Not Support | |
| <u>1.3.1 Info and Relationships</u> (Level A) | Supports | Table markup is used to present tabular information in practice problems. Information conveyed through presentation can be programmatically determined. |
| <u>1.3.2 Meaningful Sequence</u> (Level A) | Partially Supports | Content in practice problems is ordered in a meaningful sequence. HTML tables in practice problems are linearized and follow the correct order when accessed using a screenreader. |
| <u>1.3.3 Sensory Characteristics</u> (Level A) | Supports | Instructions provided do not rely solely on sensory characteristics of components. Alternate text and text labels are provided to aid in understanding. |
| <u>1.4.1 Use of Color</u> (Level A) | Supports | Our textbooks, student workbooks and instructor presentations don't rely on use of color. Instructor notes and other annotations are usually presented in single-color. |

| | | |
|---|---------------------------|---|
| <u>1.4.2 Audio Control</u> (Level A) | Supports | Videos do not auto-play. |
| <u>2.1.1 Keyboard</u> (Level A) | Supports | There are no specific timings for individual keystrokes. No input that is done with a pointing device cannot also be done using a keyboard. No drawing, dragging and dropping, connecting-the-dots, painting, pinching, or swiping actions are necessary to use the site. |
| <u>2.1.2 No Keyboard Trap</u> (Level A) | Partially Supports | Screenreader test indicates some traps (eSync virtual classroom access tool). An alternative method to access the virtual classroom is provided for all users. |
| <u>2.1.4 Character Key Shortcuts</u> (Level A 2.1 only) | Supports | No shortcuts used. |
| <u>2.2.1 Timing Adjustable</u> (Level A) | Supports | No time limits on website. |
| <u>2.2.2 Pause, Stop, Hide</u> (Level A) | Supports | No moving, blinking, or scrolling information. |
| <u>2.3.1 Three Flashes or Below Threshold</u> (Level A) | Supports | No flashes. |
| <u>2.4.1 Bypass Blocks</u> (Level A) | Partially Supports | Blocks can be bypassed using a screenreader. Other assistive technologies have not been tested and not all student site pages have been tested. |
| <u>2.4.2 Page Titled</u> (Level A) | Supports | Descriptive page titles are provided. |
| <u>2.4.3 Focus Order</u> (Level A) | Supports | Tab order is sequential on student pages. |
| <u>2.4.4 Link Purpose (In Context)</u> (Level A) | Supports | Links on student pages meet this criterion. Course Guides and Technical Support documents have been evaluated and have passed. |
| <u>2.5.1 Pointer Gestures</u> (Level A 2.1 only) | Supports | Single point gestures are sufficient. No path-based gestures. |

| | | |
|--|---------------------------|--|
| <u>2.5.2 Pointer Cancellation</u> (Level A 2.1 only) | Supports | Completion of the function is on the up-event. No down-event. |
| <u>2.5.3 Label in Name</u> (Level A 2.1 only) | Supports | Screenreader tests indicate that the text that is heard matches the text shown on the screen. |
| <u>2.5.4 Motion Actuation</u> (Level A 2.1 only) | Supports | No shaking, tilting, or other similar gesturing is required to use the student site (no accelerometers, gyroscopes, etc.) |
| <u>3.1.1 Language of Page</u> (Level A) | Supports | The US English language pack for Moodle is used. HTML identifies the default human language as English (en). |
| <u>3.2.1 On Focus</u> (Level A) | Partially Supports | A change of context occurs when a student accesses the Adobe Connect classroom or clicks on a recording link (both of these actions will launch a new window). The technical guide posted to the student pages alerts students to this context change. |
| <u>3.2.2 On Input</u> (Level A) | Partially Supports | A change of context occurs when a student accesses the Adobe Connect classroom or clicks on a recording link (both of these actions will launch a new window). The technical guide posted to the student pages alerts students to this context change. |
| <u>3.3.1 Error Identification</u> (Level A) | Supports | Data entry input errors are explained in text. Moodle generates text-based errors when forms are completed incorrectly or when student input is not acceptable for a given text field. |
| <u>3.3.2 Labels or Instructions</u> (Level A) | Supports | Descriptive labels are used and text instructions at the beginning of forms describe the necessary input. |
| <u>4.1.1 Parsing</u> (Level A) | Supports | Parsing has been tested with a screenreader. Pages were found to be compatible. |
| <u>4.1.2 Name, Role, Value</u> (Level A) | Partially Supports | Standard HTML controls meet this success criterion when used according to specification. Code used on student pages and course resource pages meets this criterion. |

Table 2: Success Criteria, Level AA

| Criteria | Conformance Level | Remarks and Explanations |
|---|---------------------------|---|
| <u>1.2.4 Captions (Live)</u> (Level AA) | Does Not Support | |
| <u>1.2.5 Audio Description (Prerecorded)</u> (Level AA) | Does Not Support | |
| <u>1.3.4 Orientation</u> (Level AA 2.1 only) | Supports | No course elements mandate a specific orientation. Mobile phone orientation allows both portrait and landscape. |
| <u>1.3.5 Identify Input Purpose</u> (Level AA 2.1 only) | Supports | Appropriate labels exist for user credential fields on the login page. No other input fields request information about users. |
| <u>1.4.3 Contrast (Minimum)</u> (Level AA) | Partially Supports | The majority of course pages meet contrast ratio requirements as tested with Color Contrast Analyzer extension for Google Chrome. |
| <u>1.4.4 Resize text</u> (Level AA) | Supports | Text resizing is supported through use of standard web browser functions. |
| <u>1.4.5 Images of Text</u> (Level AA) | Supports | Images of text are used only where essential. Wherever possible, images of text have been converted to plaintext. |
| <u>1.4.10 Reflow</u> (Level AA 2.1 only) | Supports | Scrolling in two dimensions is not required on the course site. |
| <u>1.4.11 Non-text Contrast</u> (Level AA 2.1 only) | Partially Supports | The majority of course pages meet contrast ratio requirements as tested with Color Contrast Analyzer extension for Google Chrome. |
| <u>1.4.12 Text Spacing</u> (Level AA 2.1 only) | Supports | Text spacing was tested using the Text Spacing Bookmarklet, and no loss of content or functionality was found. |

| | | |
|---|---------------------------|---|
| <u>1.4.13 Content on Hover or Focus</u> (Level AA 2.1 only) | Not Applicable | The visual presentation of additional content that becomes visible on hover/focus is controlled by the user agent and is not modified by the author. |
| <u>2.4.5 Multiple Ways</u> (Level AA) | Supports | All of the pages within a course are linked from the course home page. Bookmarks and Table of Contents are used in PDF documents. Links are provided to help users navigate to related web pages. |
| <u>2.4.6 Headings and Labels</u> (Level AA) | Supports | Descriptive headings are used throughout the student site. |
| <u>2.4.7 Focus Visible</u> (Level AA) | Supports | The visual focus indicator is visible in all portions of the site UI that are keyboard operable. |
| <u>3.1.2 Language of Parts</u> (Level AA) | Supports | The Moodle English language pack is used throughout the site. The default language is set as English in PDF documents. |
| <u>3.2.3 Consistent Navigation</u> (Level AA) | Supports | Navigational mechanisms that are repeated on multiple web pages within a set of web pages occur in the same relative order each time they are repeated. |
| <u>3.2.4 Consistent Identification</u> (Level AA) | Supports | Components with the same functionality are identified consistently throughout the student site. |
| <u>3.3.3 Error Suggestion</u> (Level AA) | Partially Supports | All required fields for course navigation, form submission, and account creation trigger error notifications when an input error is detected. |
| <u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA) | Not Applicable | No legal or financial transactions occur on the site. No user profile data are collected on the student site. There are interactive quizzes, but these are optional and not used to grade or evaluate the student. Moreover, these interactive elements do offer an opportunity for review before and after submission. |
| <u>4.1.3 Status Messages</u> (Level AA 2.1 only) | Does Not Support | |

Table 3: Success Criteria, Level AAA

| Criteria | Conformance Level | Remarks and Explanations |
|---|--------------------|---|
| <u>1.2.6 Sign Language (Prerecorded)</u> (Level AAA) | Does Not Support | |
| <u>1.2.7 Extended Audio Description (Prerecorded)</u> (Level AAA) | Does Not Support | |
| <u>1.2.8 Media Alternative (Prerecorded)</u> (Level AAA) | Does Not Support | |
| <u>1.2.9 Audio-only (Live)</u> (Level AAA) | Not Applicable | There is no live audio-only content on the website. |
| <u>1.3.6 Identify Purpose</u> (Level AAA 2.1 only) | Partially Supports | Simple landmarks are used in the HTML markup used throughout the course site. ARIA landmarks are included in the markup denoting main course features. |
| <u>1.4.6 Contrast Enhanced</u> (Level AAA) | Partially Supports | The majority of course pages meet contrast ratio requirements as tested with Color Contrast Analyzer extension for Google Chrome. |
| <u>1.4.7 Low or No Background Audio</u> (Level AAA) | Supports | The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. |
| <u>1.4.8 Visual Presentation</u> (Level AAA) | Partially Supports | Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. |
| <u>1.4.9 Images of Text (No Exception) Control</u> (Level AAA) | Does Not Support | |

| | | |
|---|-------------------------|---|
| <u>2.1.3 Keyboard (No Exception)</u> (Level AAA) | Supports | All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. |
| <u>2.2.3 No Timing</u> (Level AAA) | Supports | There are no time limits on any assignments. |
| <u>2.2.4 Interruptions</u> (Level AAA) | Not Applicable | No updates, alerts, or other interruptions are utilized in the online student environment. |
| <u>2.2.5 Re-authenticating</u> (Level AAA) | Does Not Support | |
| <u>2.2.6 Timeouts</u> (Level AAA 2.1 only) | Does Not Support | |
| <u>2.3.2 Three Flashes</u> (Level AAA) | Supports | Web pages do not contain anything that flashes more than three times in any one second period. |
| <u>2.3.3 Animation from Interactions</u> (Level AAA 2.1 only) | Not Applicable | There is no motion animation utilized in the online student environment. |
| <u>2.4.8 Location</u> (Level AAA) | Supports | Information about the user's location within a set of web pages is available through breadcrumb trails and through the indication of current location within navigation bars. |
| <u>2.4.9 Link Purpose (Link Only)</u> (Level AAA) | Supports | Link text describes the purpose of the link. |
| <u>2.4.10 Section Headings</u> (Level AAA) | Supports | Section headings are used to organize page content. |
| <u>2.5.5 Target Size</u> (Level AAA 2.1 only) | Does Not Support | |
| <u>2.5.6 Concurrent Input Mechanisms</u> (Level AAA 2.1 only) | Supports | There are no restrictions on the use of input modalities available on the platform. |

| | | |
|---|-------------------------|--|
| <u>3.1.3 Unusual Words</u> (Level AAA) | Does Not Support | |
| <u>3.1.4 Abbreviations</u> (Level AAA) | Supports | Common test name abbreviations are used on the student site. In such cases, the first use of an abbreviation has been provided immediately before the expanded form. |
| <u>3.1.5 Reading Level</u> (Level AAA) | Does Not Support | |
| <u>3.1.6 Pronunciation</u> (Level AAA) | Not Applicable | Where heteronyms are used, proper pronunciation can be determined from the context of the sentence. |
| <u>3.2.5 Change on Request</u> (Level AAA) | Does Not Support | |
| <u>3.3.5 Help</u> (Level AAA) | Supports | Context-sensitive help is available on course pages. Text instructions are provided at the beginning of forms. |
| <u>3.3.6 Error Prevention (All)</u> (Level AAA) | Supports | For web pages that require the user to submit information, data entered by the user is checked for input errors and the user is provided an opportunity to correct them. |

Thank you for participating in our GRE Test Prep class. We appreciate your open and honest feedback as we continue to look for opportunities to improve this program. Your privacy and your answers will be kept confidential.

This brief survey provides us with an opportunity to learn more about you and your goals for this class. The information you share on this survey helps your instructor provide the best possible learning experience for you. Your personal information is kept completely confidential.

Please call our staff at (855) ETC-TEST if there is anything that we can do to assist you as you prepare for the GRE.

1. Class Begin Date:

* 2. Instructor LAST Name:

* 3. Class ID:

4. What is your first name?

5. What is your last name?

6. Do you have a nickname or a name other than your first name that you prefer?

7. Gender

☐ Male

☐ Female

8. Which category below includes your age?

- ☐ 17 or younger
- ☐ 18-20
- ☐ 21-23
- ☐ 24-29
- ☐ 30-39
- ☐ 40-49
- ☐ 50-59
- ☐ 60 or older

9. Why did you choose to take this class?

10. Which section of the GRE do you feel the most confident about?

- ☐ Verbal Reasoning
- ☐ Quantitative Reasoning
- ☐ All of the Above
- ☐ None of the Above

Reason (please specify)

11. Which section of the GRE do you feel LEAST confident about?

- ☐ Verbal Reasoning
- ☐ Quantitative Reasoning
- ☐ All of the Above
- ☐ None of the Above

Reason (please specify)

GRE Experience

12. Have you ever taken an official GRE before?

☐ Yes

☐ No

If "Yes" Please provide your score.

13. Have you taken a practice GRE recently?

☐ Yes

☐ No

If "Yes" Please provide your score.

14. What preparation or studying have you done so far?

15. What is your goal score? (Combined Verbal and Quantitative Score)

Education Experience

16. Undergraduate College or University:

17. What is your current education status?

- ☐ Currently enrolled in undergraduate studies.
- ☐ Recent graduate (less than 1 year).
- ☐ Graduated more than 1 year ago.

Other (please specify)

18. Actual / Expected Graduation Date:

19. What is/was your undergraduate field of study?

20. Have you identified a "target" graduate school or program?

- ☐ Yes
- ☐ No

If "Yes", please provide your target school or schools

GRE Mid-Class Survey

This brief survey provides us with an opportunity to measure how well we have helped you so far. The information you share on this survey helps your instructor provide the best possible learning experience for you. Your personal information is kept completely confidential.

If you would like to provide additional feedback, or if we can assist you in any way, please call our staff at (855) ETC-TEST.

* 1. Class ID:

* 2. Instructor Last Name

* 3. Class Begin Date:

* 4. Please provide the results for the Quantitative section of your benchmark practice test:

* 5. Please provide the results for the Verbal section of your benchmark practice test:

6. Have you scheduled your exam?

☐ Yes

☐ No

If "Yes" please provide your exam date.

GRE Class

7. I am satisfied with this class so far.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree Nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

8. I would recommend this class.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree Nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

9. The instructor is knowledgeable in the course content.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree Nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

10. The instructor is well prepared for class.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree Nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

11. I am receiving adequate personal attention from my instructor.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree Nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

12. The classroom is appropriate for the class.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree Nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

13. What have you enjoyed most about the course so far?

14. What one thing do you wish to see receive more attention before the class ends?

15. Please share any additional comments.

GRE Test Prep Course Survey

Thank you for participating in our GRE Test Prep class. We appreciate your open and honest feedback as we continue to look for opportunities to improve this program for future students. Your privacy and your answers will be kept confidential.

* 1. Class ID:

* 2. Class End Date:

* 3. Instructor LAST Name:

GRE Test Prep Class Evaluation

4. I am satisfied with this class.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree Nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

5. I benefited from taking this class.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

6. I would recommend this class.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

7. This class gave me the tools to achieve my goals.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

8. I feel adequately prepared to take the GRE after completing this course.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

9. Course instructional time was organized and efficient.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

10. The instructor was knowledgeable in the course content.

- ☐ Strongly Agree ☐ Agree ☐ Somewhat Agree ☐ Neither Agree nor Disagree ☐ Somewhat Disagree ☐ Disagree
- ☐ Strongly Disagree

11. The instructor was well prepared for class.

- ☐ Strong y Agree ☐ Agree ☐ Somewhat Agree ☐ Ne ther Agree nor D sagree ☐ Somewhat D sagree ☐ D sagree
- ☐ Strong y D sagree

12. The course textbook was useful.

- ☐ Strong y Agree ☐ Agree ☐ Somewhat Agree ☐ Ne ther Agree nor D sagree ☐ Somewhat D sagree ☐ D sagree
- ☐ Strong y D sagree

13. The course workbook was useful.

- ☐ Strong y Agree ☐ Agree ☐ Somewhat Agree ☐ Ne ther Agree nor D sagree ☐ Somewhat D sagree ☐ D sagree
- ☐ Strong y D sagree

14. I received adequate personal attention from my instructor.

- ☐ Strong y Agree ☐ Agree ☐ Somewhat Agree ☐ Ne ther Agree nor D sagree ☐ Somewhat D sagree ☐ D sagree
- ☐ Strong y D sagree

15. The quality of this course met my expectations.

- ☐ Strong y Agree ☐ Agree ☐ Somewhat Agree ☐ Ne ther Agree nor D sagree ☐ Somewhat D sagree ☐ D sagree
- ☐ Strong y D sagree

16. The classroom created a positive learning environment.

- ☐ Strong y Agree ☐ Agree ☐ Somewhat Agree ☐ Ne ther Agree nor D sagree ☐ Somewhat D sagree ☐ D sagree
- ☐ Strong y D sagree

17. I was provided adequate opportunities to participate in the class.

- ☐ Strong y Agree ☐ Agree ☐ Somewhat Agree ☐ Ne ther Agree nor D sagree ☐ Somewhat D sagree ☐ D sagree
- ☐ Strong y D sagree

GRE Test Prep Course Evaluation

Please provide us with additional feedback about your experience with the GRE course.

18. Have you taken the GRE prior to taking this class?

☐ Yes

☐ No

19. When do you plan to take the GRE?

20. What did you like most about this class?

21. What could we do better to improve this class?

22. Please share any additional comments.

Voluntary Demographic Information

23. What is your age:

- ☐ 18-22
- ☐ 23-29
- ☐ 30-39
- ☐ 40+

24. Gender

- ☐ Male
- ☐ Female

25. What is your current education status?

- ☐ Currently enrolled in undergraduate studies.
- ☐ Recent graduate (less than 1 year).
- ☐ Graduated more than 1 year ago.

Other (please specify)

26. What was your undergraduate field of study?

27. May we use your comments in future program advertising?

- ☐ No
- ☐ Yes

First Name:

Thank you for providing voluntary demographic information. We collect and use demographic information for summary reporting purposes.

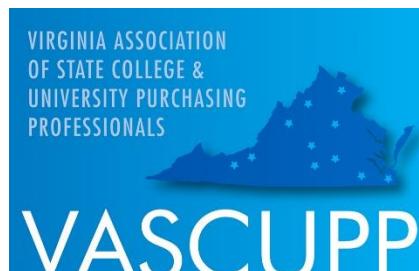


Request for Proposal

RFP# KLN-1137

Exam Preparation Services

January 4, 2022



REQUEST FOR PROPOSAL

RFP# KLN-1137

Issue Date: January 4, 2022
Title: Exam Prep 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 Tuesday, February 1st, 2022 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: Krista Nealis, Buyer Senior, Procurement Services, nealiskl@jmu.edu; 540-568-7523; (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.

| Name | Organization | e-mail address |
|------|--------------|----------------|
|------|--------------|----------------|

REQUEST FOR PROPOSAL

RFP # KLN-1137

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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 Exam Preparation 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 public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students. The University has approximately 2,800 full-time and 900 part-time faculty and staff. Further information about the University can be found at the following website: www.jmu.edu.

James Madison University's School of Professional & Continuing Education (JMU SPCE) (<http://www.jmu.edu/pce>) wishes to continue its offering from a qualified independent contractor in the Curriculum and Instructional field to provide curriculum, instruction, instructional materials, coordination, and advertising services to support programs helping individuals prepare for examinations related to undergraduate or graduate academic institutions.

Note: This request does not seek support for exams related to industry certifications.

JMU SPCE seeks to continue offering programming for these exams: The Graduate Record Examination General Test (GRE General), The Graduate Management Admissions Test (GMAT), The Law School Admissions Test (LSAT), the SAT Test, and the ACT Test.

JMU SPCE is also seeking to increase its portfolio to include allied and pre-professional health exams. Of primary interest are services for these exams: Dental Admissions Test (DAT), Medical College Admissions Test® (MCAT), Optometry Admissions Test (OAT), and Pharmacy College Admissions Test (PCAT). Potential interest extends to the National Registry Emergency Medical Technician (NREMT) and Pharmacy Technician Certification Exam (PTCE).

Additional admissions-related test and exam preparation will be considered.

The intended audience includes but extends beyond existing JMU 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 is seeking a provider that will work in partnership with JMU - a provider that will share in conducting needs assessment, advertising, recruiting and onsite administration support when needed. JMU prefers a partnership that requires little impact or strain on the University's current resources, (i.e., little-to-no setup or administrative costs to the university), and

JMU seeks a provider with experience working with university continuing education departments.

The contractor shall provide curriculum, instruction, and instructional materials to support programs helping individuals prepare for the following examinations: The Graduate Record Examination General Test (GRE General), The Graduate Management Admissions Test (GMAT), The Law School Admissions Test (LSAT), The SAT, and The ACT Test.

Additionally, JMU is interested in expanded into allied health and pre-professional health exams. Of primary interest are services for these exams: Dental Admissions Test (DAT), Medical College Admissions Test® (MCAT), Optometry Admissions Test (OAT), and Pharmacy College Admissions Test (PCAT). Potential interest extends to the National Registry Emergency Medical Technician (NREMT) and Pharmacy Technician Certification Exam (PTCE).

Additional admissions-related test and exam preparation will be considered.

The vendor shall be able to deliver exam preparation in online, hybrid, and in-person formats. Courses may be administered on JMU's campus. Occasionally, a course may be held at an alternate location. For example, if a high school client contracts a course, the class will be held there. In either case, the University or Client will provide the necessary classroom space at no charge.

The enrollment for this entire program is approximately 150-300 per fiscal year.

A. FUNCTIONAL

1. Describe the vendors efforts to support the pursuit of diverse, equitable, and inclusive recruiting and learning experiences. Also include strategies to remain financially accessible. Finally, include existing practices to accommodate students with disabilities.
2. The student experience should be such that the student 'feels as though' they are participating in a JMU program. Describe how the vendor supports this experience. Relatedly, describe the ability to integrate the JMU SPCE brand into the advertising, recruiting, and instruction.
3. Describe what advertising and recruitment services the contractor provides.
4. Describe the ability to offer differential pricing for certain promotions or strategic partners or audiences (e.g., a seasonal promotion or standing discounts for alumni).
5. Describe the course scheduling process and flexibility for the University in offering courses provided by the contractor.
 - a. Describe how JMU will select offerings, any restrictions as to minimum and maximum numbers, and method used for the University to select offerings.
 - b. List all courses for JMU to offer to prospective students. Include price of each course listed.
 - c. Describe the ability of the contractor to provide needs assessment, marketing, recruiting and on-site administrative support if necessary.

B. INSTRUCTIONAL

1. Describe how vendor assesses student success, such as student performance on the exams and growth during the program. Include what factors are measured and how they are assessed. Provide relevant data on student success.
2. Describe how students receive the highest quality instruction, in in-person, hybrid, and online settings. Describe how instructors are selected and evaluated.
3. Describe the learning experience, including learning portals, instructional material, student manuals, workbooks, or textbooks.
4. Describe how courses are updated to stay current with changes and updates to exams.
5. Describe how student satisfaction is assessed (course content, instructor, expectations).

C. ADMINISTRATIVE

1. Describe how students are enrolled in courses, including notification of enrollment to JMU and the student. Note: JMU is able to create a registration and payment process using its registration and payment system, which the vendor may or may not choose to use.
2. Describe how students pay for services in which they enroll through JMU.
3. Describe how the contractor and JMU track student enrollment status.
4. Describe how JMU and contractor will share student enrollment numbers and course revenue data.
5. Describe contractor response timeframe and available staff to administrative service calls and issues from the University.
6. Describe contractor's course refund policy.
7. Describe your firm's PCI compliance method and/or policy.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

| | <u>Points</u> |
|---|---------------|
| 1. Quality of products/services offered and suitability for intended purposes | 25 |
| 2. Qualifications and experience of Offeror in providing the goods/services | 20 |
| 3. Specific plans or methodology to be used to perform the services | 25 |
| 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses | 10 |
| 5. Cost | 20 |
| | <u>100</u> |

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

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

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

institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if

provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000
3. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability:** \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must*

assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

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: | <hr/> | | |
| | Name of Offeror | Due Date | Time |
| | <hr/> | | |
| | Street or Box No. | RFP # | |
| | <hr/> | | |
| | City, State, Zip Code | RFP Title | |
| | <hr/> | | |
| | Name of Purchasing Officer: <hr/> | | |

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. 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.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. 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.

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.

Sample pricing provided below:

| Course | Discount Registration Fee | Regular Registration Fee | On-Demand (Virtual) Registration Fee |
|-----------------------|---------------------------|--------------------------|--------------------------------------|
| GRE Prep Class | | | |
| GMAT Prep Class | | | |
| LSAT Prep Class | | | |
| SAT or ACT Prep Class | | | |
| DAT Prep Class | | | |
| MCAT Prep Class | | | |
| OAT Prep Class | | | |
| PCAT Prep Class | | | |
| NREMT Prep Class | | | |
| PTCE Prep Class | | | |
| Strategy Workshops | | | |

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 # |
|--------|-------------------|---------|---------------------------|
|--------|-------------------|---------|---------------------------|

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

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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: _____

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| |
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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) |
|--------------------------------------|----------------------------------|---------------------------------|-----------------------------------|--|---|
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(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)

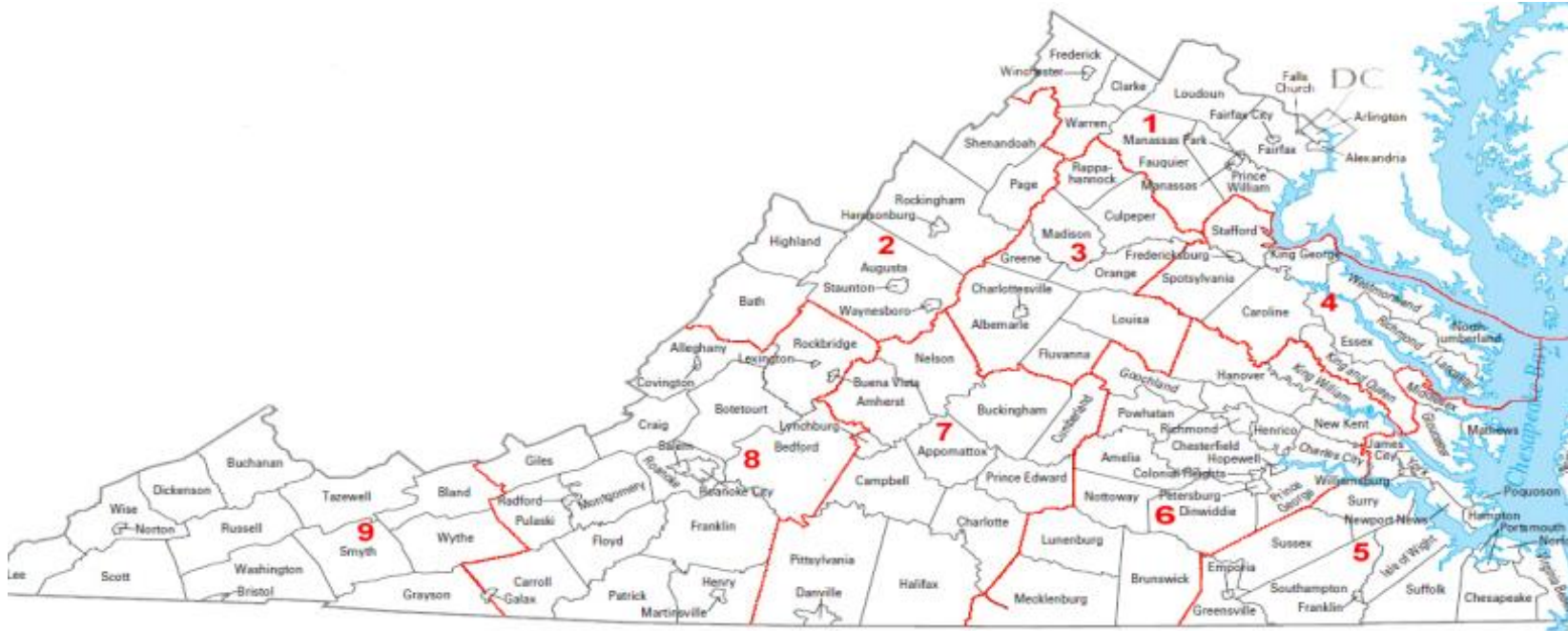
(Printed Name)

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) |



January 24, 2022

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# KLN-1137**
Dated: January 4, 2022
Commodity: *Exam Preparation Services*
RFP Closing On: February 1, 2022 at 2:00 p.m.

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

1. Question: "The RFP document refers to SAT and ACT prep. Approximately, how many high school students are your anticipating for participation?"

Answer: We historically have approximately 25-35 students participate in ACT or SAT prep each year.

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

Sincerely,

Krista Nealis
Buyer Senior
Phone: 540-568-7523

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



January 31, 2022

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# KLN-1137**
Dated: January 4, 2022
Commodity: *Exam Preparation Services*
RFP Closing On: February 3, 2022 at 2:00 p.m.

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

James Madison University will be extending the solicitation closing date. The solicitation will now close on February 3, 2022 at 2:00 p.m.

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

Sincerely,

Krista Nealis
Buyer Senior
Phone: 540-568-7523

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