



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6270

This contract entered into this 7th day of April 2022, by Kaplan North America, 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 14, 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: Megan Dusenbery
(Signature)

Megan Dusenbery

(Printed Name)

Title: SVP, Higher Ed

PURCHASING AGENCY:

By: Krista Nealis
(Signature)

Krista Nealis

(Printed Name)

Title: Procurement Buyer Senior

03/29/2022

1. Pricing Schedule:

Courses	Regular Price	Discounted Price
DAT Live Online	\$1199	\$749
DAT On Demand	\$899	\$649
MCAT Live Online	\$2499	\$1449
MCAT On Demand	\$1799	\$1299
MCAT In Person	\$2899	\$1899
OAT Live Online	\$1199	\$749
OAT On Demand	\$899	\$649
PCAT On Demand	\$899	\$649
NREMT Exam Prep 12 months	\$99	\$99
PTCE Exam Prep 6 months	\$89	\$89

James Madison University reserves the right to include any additional courses not listed above but provided within the contractor's proposal at a later date.

- JMU reserves the right to markup any course cost up to \$100/enrollment to cover administrative costs.
- JMU shall have the ability to open course registration to both JMU students and Non-JMU students.
- Contractor hereby rescinds confidentiality of their entire proposal dated January 14, 2022.
- Contractor has disclosed all potential fees. Additional charges will not be accepted.
- Contractor hereby rescinds any changes in their proposal to the General Terms & Conditions – F. Debarment Status. Term shall remain as follows:

DEBARMENT STATUS: By submitting their proposals, offerors certify that to the best of their knowledge 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.

03/29/2022

7. Contractor agrees to the following revised Special Term & Condition – S. Confidentiality:

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 will without undue delay, and in no event more than 3 business days notify the agency of any breach or suspected breach in the security of such information. Contractors shall keep the agency informed regarding the investigation of incidents and 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. Notwithstanding the foregoing, the contractor may use, transfer, and disclose information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates if contractor has obtained duplicative information or data by other means than as the result of the performance of an agreement executed as a result of this solicitation and with the authorization to use, transfer, and disclose such information or data having been obtained from the applicable data subject.

8. 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.
9. 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.

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:

Kaplan North America

1515 Cypress Creek Road

Fort Lauderdale, FL

By:

Megan Dusenbery
(Signature in Ink)

Name:

Megan Dusenbery

(Please Print)

Date: 1/14/2022

Title:

SVP, Higher Education

Web Address: Kaplan.com

Phone:

512-518-3128

Email: Megan.dusenbery@kaplan.com

Fax #:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; x NO; IF YES

SMALL; WOMAN; MINORITY IF MINORITY: AA; HA; AsA; NW

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.



Proposal Prepared for:

**James Madison
University**

February 1 , 2022

Proposal Prepared for James Madison University Exam Preparation Services RFP# KLN-1137

Submitted by:
Kaplan North America
James Polulach
Director, Institutional Partnerships

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Executive Summary

Kaplan North America is pleased to present this proposal to James Madison University showcasing our robust Exam Prep programs. In the pages below, you will find a summation of Kaplan's rich history in the education industry, specifically highlighting your requested needs in RFP#KLN-1137 Exam Preparation Services.

Proposed Curriculum

GRE Live Online

No two GRE students are alike. That's why we give each student resources they can customize. Students can build on their classroom instruction with the GRE Channel, where they can watch 35+ hours of lessons streamed live and on demand. Students can pinpoint their studying by topic with 5000+ realistic questions in our Qbank.

Kaplan is the only test prep provider that has an exclusive partnership with Prometric®, allowing students to take a Kaplan practice test at an official GRE testing facility.

GRE On Demand

Whether students are on their way to a psychology Ph.D. or an M.A. in literature, self-paced put them on the path to acing the GRE. The course was designed to fit seamlessly into any busy student's schedule. With on-demand video lessons and a study plan, students can prepare at their own pace from just about anywhere.

Expert guidance comes built-in to the prep. Students can tune in to live, teacher-led lessons on the GRE channel, 6 days a week. They can ask for clarification, get strategies and answer practice questions in real time. Students can also pinpoint their prep with 35+ hours of on-demand video lessons and zero-in on whatever topic they like.

Course Overview

- **Live & On- Demand Instruction**
 - 7 sessions delivered by a team of expert GRE teachers
 - Access to The GRE Channel- an exclusive, award-winning resource for live, interactive or archived online instruction with Kaplan's best teachers. It includes 35+ unique one-hour episodes on every GRE topic with ranges of difficulty so students can tailor their prep
- **Full length Tests and Test Review**
 - Qbank (an online question bank with 5,000+ questions to create customized quizzes)
 - Seven full-length computer adaptive practice tests
 - Official Test Day Experience so students can get the most realistic practice
- **Comprehensive study materials**
 - GRE Course Book, GRE Pocket Reference Guide, GRE Math Workbook, GRE Verbal Workbook & GRE Vocab Flashcard app
 - Access to online assets upon enrollment, duration for a minimum of 120 days from first class session

GMAT Prep Complete Course

Our GMAT Complete Course is our most comprehensive option for GMAT Prep. Led by 99th-percentile instructors, our live GMAT classes are small, personalized and include everything you'll need for test day confidence.

Our class size is limited to maintain the right balance of individual attention and active participation in our discussion - based classes. Come ready to ask- and answer- questions.

GMAT Prep Interact Course

Curated and taught by Manhattan Prep's 99th-percentile GMAT pros, On Demand Interact for GMAT is an adaptive, on-demand GMAT course that is available whenever and wherever you need it.

Our expert instructors guide you through each interactive lesson from start to finish, but you'll be the one making the choices. As you progress, On Demand Interact® for GMAT tailors itself to you. Like a great teacher, it reacts to right and wrong answers and adapts your prep.

Course Overview

- **Live & On Demand Instructions**
 - 27 hours of Live Instructions (*Complete course only*)
 - 35+ interactive video- based lessons
- **Full Length Test & Test Reviews**
 - 6 full length Manhattan Prep GMAT practice exams
- **Additional Resources**
 - A complete GMAT Student Kit (*Print and digital Manhattan Prep published materials*)
 - All the GMAT Strategy Guide Set
 - Manhattan Prep GMAT mobile app
 - Access to online assets upon enrollment, for a duration of 180 days (*Interact course*)
 - Access to online assets upon enrollment, for a duration of 180 days from last class session (*Complete course*)

LSAT Live Online

Your students will attend live, scheduled lectures from the comfort of, well, anywhere. One teacher leads the class on-camera. With a team of instructors off-camera there to answer any questions your students have throughout the lesson, via private chat.

To build off their 32 hours of classroom instruction, they'll get access to a suite of online resources. The LSAT Channel lets students customize their prep to their unique needs. Students can watch 120+ hours of lessons streamed live and on demand, and pinpoint their studying by topic. They'll drive home what they've learned with over 8000+ quizzes that'll get them ready for the digital exam.

LSAT On Demand

The LSAT On Demand Course was built especially for students who have a busy schedule. We provided them with the lessons, study materials and guidance on what to study; students will put in time and watch their scores go up. This gives maximum flexibility to the students as it allows them to study at their own pace.

In addition to video lessons, Kaplan will give your students everything they need to raise their score - like access to every LSAT question ever released and loads of practice with logic games. Students will also have the opportunity to tune in to live, instructor-led lessons on the LSAT channel, 6 days a

week. They can ask for clarification, get strategies and answer practice questions. They can also pinpoint their prep with 120+ hours of video lessons.

Course Overview

- **Live & On- Demand Instruction**
 - 32 hours of core sessions with a team of expert LSAT teachers (*Live Online & In Person only*)
 - 120+ hours of supplemental, elective instructions available on-demand in The LSAT Channel to provide students with personalized instruction
- **Full length Tests and Test Review**
 - Every official LSAT question ever released (8,000+) included in the Practice Library organized by question type and level of difficulty for your personalized practice
- **Additional Resources**
 - Complimentary access to LSAT Prep Plus, the digital practice subscription tool from LSAC
 - A complete LSAT Student Kit: LSAT Flashcards, LSAT Course Book, Content Review Book & Kaplan Quick Sheets
 - Access to online assets upon enrollment, duration for a minimum of 365 days from first class session

SAT Prep Live Online

SAT Prep Live Online offers a research-based comprehensive approach to preparing students for the SAT exam. Expert Kaplan instructors guide students through Evidenced-Based Reading, Writing and Language, and Math lessons using Kaplan's proprietary Prepare-Practice-Perform instructional model that reinforces important concepts and teaches methods and strategies for this rigorous exam. Full-length practice tests, online scoring, Smart Reports, and adaptive online assets provide students with many opportunities to practice and apply Kaplan methods and strategies, refine their skills, and build confidence on test day.

- Instructional sessions emphasize critical thinking, close reading, problem solving, and data analysis skills.
- Full-length practice tests (one during class, and an additional seven available online) prepare students for the format, question types, and timing of the SAT; online scoring with immediate online Smart Reports provides crucial information on strengths and areas that need improvement.
- Students receive a book kit containing a Course Book, Practice Book (with hundreds of practice questions and supplementary instructional material), Book of Practice Tests, and Foundational Math Drills booklet.
- An adaptive, mobile-compatible online platform enhances live instruction with over 20 hours of on demand videos and over a thousand additional questions for practice.

Course Structure

SAT Sessions	
Practice Tests	<ul style="list-style-type: none"> • Students get familiar with test format by taking a proctored practice test at the beginning of the course • 3 more Kaplan practice tests and 4 College Board practice tests available for students to take on their own • Score report, performance summary, and full answer explanations available

	online
Session 1	<ul style="list-style-type: none"> • Course Orientation • Kaplan Method for Math • Solving Equations • Kaplan Method for Writing and Language • Sentence Structure • Verbs
Session 2	<ul style="list-style-type: none"> • Reading Strategy • High Yield Math: Linear Equations and Systems of Linear Equations
Session 3	<ul style="list-style-type: none"> • Pronouns and Modifiers • Inequalities, Ratios, Unit Conversions, and Percents
Session 4	<ul style="list-style-type: none"> • Percent Change, Statistics, Frequency Distributions, and Graphs • Method for Answering Reading Questions
Session 5	<ul style="list-style-type: none"> • Statistics and Probability: Scatterplots • Writing and Language: Conciseness, Organization, Word Choice
Session 6	<ul style="list-style-type: none"> • Reading Question Types and Common Trap Answers • High Yield Math: Functions
Session 7	<ul style="list-style-type: none"> • Exponents, Radicals, Polynomials • Quadratics • Paired Reading Passages
Session 8	<ul style="list-style-type: none"> • Geometry • Graphs of Quadratics • Literature Passages
Session 9	<ul style="list-style-type: none"> • Three-Dimensional Figures, Trigonometry, and Imaginary Numbers • Development and Graphs • What To Do Between Now and Test Day

SAT Live Online Reporting

- Reporting of student practice test scores, with cohort averages, is available at the class, site, and district level.
- Reporting (via webgrid) of homework assignments done in the Practice Book is available for each student in a cohort.

SAT Scope of Work

The scope of work for SAT Live Online includes:

- Kaplan instructors to deliver lessons to students and Kaplan proctors to deliver the in-class diagnostic test.
- Operations support to manage program logistics and implementation needs.
- Materials (with shipping) for the students to use during class (including Course Books and Big Book of practice Tests).

- Online student licenses for up to six months for online multiple-choice scoring, reports, supplemental lessons, and additional practice tests.
- Online educator licenses to access aggregate reports.

SAT Prep On Demand

SAT Prep — On Demand delivers web-based instruction based on individual learning needs to help students successfully prepare for the SAT. The licenses provide asynchronous online prep delivered as engaging video instruction and adaptive quizzes with video explanations.

- Online lessons provide direct instruction of essential strategies and skills via videos with expert Kaplan instructors. Independent practice reinforces instruction with full-length practice tests, quizzes and in-depth answer analysis.
- Mobile accessibility on iOS and Android allow for convenient and reliable study for students on-the-go.
- Online lessons and quizzes prioritize the most heavily tested skills to help students get the most efficient prep experience.
- Ongoing updates ensure students benefit from the latest Kaplan research, technology and strategies to improve performance.

SAT On Demand includes

- 50+ instructional videos featuring strategies and content review
- Effective learning format: Learn It (brief instructional video) — Drill It (targeted practice) — Prove It (testlike questions with video explanations and branching based on student responses and preferences)
- 1,000+ question Qbank
- 4 official College Board practice tests scored by webgrid
- Flexible structure: we suggest a sequence of interleaved math and verbal topics for students to follow, but they can use the lessons in any order
- Modularity: video lessons and quizzes are short, so that each Learn It, Drill It, Prove It sequence can be done in about 30 minutes
- High-quality, engaging video: filmed with high school students who participate in the lessons, plus animations, handwritten notes, and music

SAT On Demand Course Design

Here's a look at the topics of self-scheduled video lessons. Each session builds off the next, and the included practice tests are sure to help students feel calm and confident on test day.

SAT On Demand	
Diagnostic Practice Test	<ul style="list-style-type: none"> • Students get familiar with test format by taking a College Board practice test at the beginning of the course • Score report, performance summary, and full answer explanations available online
Level 1	<ul style="list-style-type: none"> • Course Introduction • Foundational Math and Writing & Language topics: <ul style="list-style-type: none"> ◦ Word Problems ◦ Sentence Structure ◦ Solving Equations ◦ Commas/Dashes/Colons

	<ul style="list-style-type: none"> ○ Linear Graphs
Level 2	<ul style="list-style-type: none"> ● Reading Strategy ● Detail/Inference/Command of Evidence questions ● Global/Function/Vocab-in-Context questions ● High Yield Math: Function Notation, Graphs of Functions
Level 3	<ul style="list-style-type: none"> ● Math Topics: <ul style="list-style-type: none"> ○ Ratios/Proportions/Unit Conversions ○ Percents, Percent Change ● Writing & Language High Yield Grammar: <ul style="list-style-type: none"> ○ Verbs ○ Pronouns
Mid-Course Practice Test	<ul style="list-style-type: none"> ● Taking a mid-course practice test allows students to practice what they have learned and work on pacing ● Score report, performance summary, and full answer explanations available online
Level 4	<ul style="list-style-type: none"> ● Challenging Math: Quadratics ● Writing & Language: <ul style="list-style-type: none"> ○ Modifiers ○ Parallelism ○ Word Choice
Level 5	<ul style="list-style-type: none"> ● Challenging Math: <ul style="list-style-type: none"> ○ Graphs of Quadratics ○ Statistics ○ Geometry Strategy ● Challenging Writing & Language: <ul style="list-style-type: none"> ○ Relevance ○ Revising Text

SAT On Demand Reporting

- Reporting of student practice test scores, with cohort averages, is available at the class, site, and district level.

SAT On Demand Scope of Work

The scope of work for SAT On Demand includes:

- Online student licenses for up to six months for Web-based lessons, full-length practice tests and explanations, quizzes and reports.

ACT Prep Live Online

The ACT Official Live Online Course, Powered by Kaplan offers a fully turnkey approach to helping students prepare for college entrance exams. Expert Kaplan instructors teach the students directly, providing content review; score-raising strategies; and in-depth analysis of test sections and question types. Full-length practice tests, detailed performance and progress reports, and a customizable question bank maximize test performance. Online lessons and tests supplement the live class with enriching, data-driven, and relevant tools to help students along the path to college. *All materials used in lessons and available in the online quizzes and question bank are official ACT materials.*

- Kaplan's nearly 80 years of test prep expertise helps students focus their studying on the most tested skills, providing materials, content review and critical-thinking strategies for each subject area and question type.
- Five official ACT full-length practice tests (taken asynchronously) prepare students for the format, question types and timing of the ACT; online scoring with personalized feedback provides crucial information on strengths and areas that need improvement.
- The 16 hours of live instruction can be made up using video lessons if needed.
- Online assets further enhance instruction with ~7 hours of on demand lessons, plus online quizzes with video explanations.
- Students can create customized quizzes in a question bank containing over 2,000 official ACT items.

Course Structure

ACT Sessions	
Official ACT Practice Tests	<ul style="list-style-type: none"> • 5 Official Practice Tests available • Testlike user interface with tools that closely mimic the real thing • Score report, personal performance summary, and complete answer explanations available online
Math and Reading Methods	<ul style="list-style-type: none"> • How to Do ACT Math • Exponents, Radicals, and Absolute Value • Rates, Ratios, and Proportions • How to Do ACT Reading
Science and English Methods	<ul style="list-style-type: none"> • How to Do ACT Science & Applying Core Knowledge Questions <ul style="list-style-type: none"> ◦ Distinguish between three different ACT Science passage types ◦ Learn efficient strategies for each • How to Do ACT English by looking for a number of recurring grammar and style issues tested on the ACT • Sentence Structure: The Basics • Sentence Structure: Parenthetical Elements, Commas, Dashes, and Colons • Agreement: Pronouns
Linear Equations and Reading Strategy	<ul style="list-style-type: none"> • Percents • Solving Linear Equations • Linear Graphs • Reading Passage Strategy • Reading Question Method and Question Types • Pacing for ACT Reading
Data Representation and Grammar	<ul style="list-style-type: none"> • Data Representation Passages and Questions • High-Yield Grammar: Verbs • High-Yield Grammar: Modifiers • High-Yield Grammar: Transitions and Sentence Placement • High-Yield Grammar: Conciseness
Statistics and Literature	<ul style="list-style-type: none"> • Tables and Graphs, Statistics and Probability • Lines and Angles

Passages	<ul style="list-style-type: none"> • Literature Passages
Research Summaries and Development	<ul style="list-style-type: none"> • Research Summaries Passages & Experimental Design Questions • Synthesizing Data Questions • English Style: Precision • English Style: Revising Text • English Style: Introductions and Conclusions
Geometry and Test Timing	<ul style="list-style-type: none"> • Triangles • Other Polygons • ACT Math: Timing and Strategy • ACT Reading: Timing and Strategy • Timed Practice
Conflicting Viewpoints Passages	<ul style="list-style-type: none"> • Conflicting Viewpoints Passages & Supporting Hypotheses Questions • ACT Science: Timing and Strategy • ACT English: Timing and Strategy • Timed Practice

ACT Scope of Work

The scope of work for ACT Live Online includes:

- Kaplan instructors to deliver lessons
- Operations support to manage program logistics
- Online student licenses for up to six months for online multiple-choice scoring, reports, supplemental lessons, Kaplan ACT ebook, and additional practice tests

DAT Live Online or On Demand

Kaplan's DAT course provides students with an efficient, effective course designed along the DAT blueprint guidelines, enabling a rigorous, yet personalized, learning experience in preparation for the DAT.

Course Overview

- **Live & On- Demand Instruction**
 - 12 live online sessions with a team of expert DAT teachers
 - The above include 4 online sessions covering The Perceptual Ability Test (PAT) and Organic Chemistry using 3D modeling and animation
- **Full length Tests and Test Review**
 - 7 full-length online computer-based tests in the Test Day format for the most realistic practice
 - Topic quizzes and workshops
 - Qbank - 1550 DAT practice questions in a customizable question bank.
- **Comprehensive study materials**
 - Access to online assets upon enrollment, duration for a minimum of 180 days from first class session
 - DAT Flashcards
 - DAT Course Book, Content Review Book, Kaplan Quick Sheets

MCAT Live Online

The Medical College Admission Test (MCAT) is an important standardized aspect of assessing readiness for medical school. For many students, the MCAT can be the make or break point for entering medical school. Our MCAT Course covers the strategies and skills needed to succeed on the MCAT. The course study plan will help your students decide *what* they should study, *when* to take practice tests, and *how* to pull it all together for Test Day.

MCAT On Demand

This course was built to give busy students the flexibility and resources they need to raise their score, at their speed. Kaplan will provide guidance on what to study, but the student will take the reins on when they do it.

Between lessons, students will put their knowledge to the test with our 3,000+ questions Qbank that adjusts to their skill level.

MCAT In Person

Learn in person with an MCAT test prep expert who lives and breathes the exam. Then, master content at your own pace with our suite of online resources, designed to complement your coursework. It's the perfect balance of structure and flexibility and there's no limit to how high your score will climb.

With our MCAT In Person course, a routine schedule with structured lessons will be followed and a teacher at the front of the classroom will be there to help you every step of the way. This traditional learning environment will help to keep you on track in your preparation.

Course Overview

- **Live, On Demand & In Person Instructions**
 - 48 hours of Live instructions by a team of expert MCAT teachers (*Live & In Person only*)
 - 90+ unique hours of optional online MCAT Workshops, taught live 6 days a week; students can attend as many as they like (*Live & In Person only*)
 - Personalized study calendar that prioritizes assignments according to students' testing timeline and available study time
 - Approx. 80 hours of on-demand video instruction
- **Full length Tests and Test Review**
 - 10,000+ MCAT practice items, including 16 full-length practice tests
 - All available official AAMC practice
 - 3,000+ question Qbank that can be used to create customized quizzes
- **MCAT Print and Digital Student Kit**
 - MCAT book set (containing the 7-Book Subject Review set, Quicksheets, and test-like Noteboard/Pen), provided in both print and digital book formats
- **Additional Online Resources**
 - Access to online assets upon enrollment, duration for a minimum of 180 days from first class session
 - Digital Flashcards - make use of spaced learning to maximize your efficiency and effectiveness in reviewing rapid recall of essential facts.
 - Personalized homework assignments based on your strengths and weaknesses
 - For program directors: Access to a reporting portal that delivers both individual and aggregate data on students' progress and performance

OAT Live Online or On Demand

Kaplan's OAT review provides students with a rigorous, yet personalized, learning experience in preparation for the OAT. We pick the very best OAT instructors who know the test and how to keep your students engaged for their best results. And the best part—with on-demand classes students can work with them anywhere they are, at the time that suits them best.

Course Overview

- **Live & On-Demand Instruction**
 - 12 live online sessions with a team of expert OAT teachers
 - The above includes 4 online sessions covering Physics and Organic Chemistry
- **Full length Tests and Test Review**
 - 7 full-length online computer-based tests in the Test Day format for the most realistic practice
 - Topic quizzes and workshops
 - Qbank - 1550 OAT practice questions in a customizable question bank.
- **Comprehensive study materials**
 - Kaplan OAT Course & Content Review Book, Kaplan OAT Quick Sheets, Kaplan OAT Flashcards.
 - Access to online assets upon enrollment, duration for a minimum of 120 days from first class session

PCAT On Demand

Kaplan is the official prep of the PCAT, endorsed by the American Association of Colleges of Pharmacy. Our PCAT prep provides students with a rigorous, yet personalized, learning experience in preparation for the PCAT. Kaplan's PCAT Prep includes the following learning experiences:

Course Overview

- **On- Demand Instruction**
 - 12 three-hour sessions, delivered via video on-demand by one of our expertly trained faculty members.
- **Full length Tests and Test Review**
 - Over 2,500 practice items and 5 full-length online computer-based tests in the Test Day format so students can get the most realistic practice.
- **Comprehensive study materials**
 - Kaplan PCAT Course & Content Review Book, Kaplan PCAT Quick Sheets, Kaplan PCAT Flashcards.
 - Access to online assets upon enrollment, duration for a minimum of 150 days from first class session

NREMT Exam Prep

Prepare with Kaplan's Qbank- 1,150 realistic questions designed to help you succeed on exam day. Train and review for a passing score on the National Registry Emergency Medical Technician Examination.

Key Features

- **Realistic Practice That is Customizable**
1,150 single-select questions with detailed answer explanations. Topics weighted to match the National Registry Paramedic Examination. Questions classified by topic and difficulty level.
- **Performance Review That Includes References and Rationales**
Categories align with book chapters. Timed and tutor modes, along with detailed answer explanations that include references.
- **Mobile- Friendly**
Each question rated as easy, medium, or hard.

PTCE Exam Prep

Review and prepare for the Pharmacy Technician Certification Exam with confidence using Kaplan's Qbank. Created by our team of expert pharmacists and pharmacy technician instructors, our QBank contains over 400 realistic questions designed to help you succeed on exam day and covers all major knowledge domains.

Key Features

- **Realistic Practice**
Realistic practice questions are our specialty. The PTCE Question Bank is written and reviewed by current pharmacy tech instructors and pharmacists. It includes over 400 practice questions organized into a diagnostic exam, 2 full-length exams, and discrete practice questions. Each question is mapped to the PTCE blueprint, and covers commonly tested topics.
- **Personalized Progress Reports**
Measure your progress with a detailed performance chart that shows your strongest areas, and where you should focus more time. Review performance by 9 knowledge domains.
- **Complete Explanations**
We explain the right answer, each wrong answer and give the bottom line info for each question.

Specific Proposal Instructions

1. Filled Cover Page & Addenda Acknowledgements

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

Filled out cover page and addenda acknowledgments included at the front of the proposal

2. Plan & Methodology

Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

A. FUNCTIONAL

- 1. Describe the vendor's 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.*

All of our teachers do dedicated training in the areas of implicit bias and creating inclusive learning environments in the classroom. We are actively engaged in diversity hiring and maintain a focus on actively evaluating our hiring practices and outcomes. We have a dedicated accessibility team to support students with disabilities, and work with that team to meet individual student needs as they arise.

- 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.*

We equip our teachers with an understanding of the program that we are partnering with, so that teachers can align their class and teaching with other demands on students' time, which also allows students to get the most out of their Kaplan instruction. We can certainly add logos, descriptions, contact information into advertising and recruiting, but we are not able to make any changes to the instructional course material and online resources.

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

We have flyers, blog articles and emails that can be utilized to promote the test prep courses.

- 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).*

We would consider this an institutional partnership. Our goal with these partnerships is to provide the best, most competitive pricing based on the number of students targeted. That number is what we will provide in this proposal.

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

The most flexible option for JMU students is to have the ability to pick a course that suits their schedule from our retail, live online options. We have class starts weekly across all of our courses.

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

There are no minimums if students are picking retail, live online classes. To run a dedicated, live online class, would require a minimum of 30 students.

- B. List all courses for JMU to offer to prospective students. Include the price of each course listed.*

Please see the pricing grid on page

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

JMU will be assigned an account manager to provide ongoing administrative support. The account manager will also coordinate additional conversations with the appropriate JMU and Kaplan people to address needs assessment and/or any other concerns.

B. INSTRUCTIONAL

- 1. Describe how the 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.*

All Kaplan programs track student progress through practice tests, quizzes and activities that are assigned to students throughout the duration of their courses. Each Kaplan program focuses on topics according to how impactful they will be to a student's overall score, and as students complete tests and activities, they are able to see a breakdown of their performance by question type and topic. Teachers also have access to this data, and use it to make decisions about how to support individual students in supporting their goals.

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

Teachers go through a rigorous hiring process that requires a score in the 90th percentile for every test that they teach, as well as multiple live interviews in which they need to demonstrate a proficiency for teaching complex topics in a way that is accessible and inclusive of all student needs. Our teachers receive regular feedback ratings from students, which helps inform individual training and development goals. All teachers go through extensive training to help ensure that they are delivering a consistent experience across all classrooms and tutoring programs.

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

There are two parts to all of our courses: (1) the actual class time (live online or asynchronous) which provides strategy, high yield content review and (2) online resources accessed through a student's dedicated account which includes (varies depending on the course) practice tests, quiz banks, class and content review videos, quizzes, etc.

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

We closely follow all changes to the actual exams and plan for updates to specific courses accordingly.

5. Describe how student satisfaction is assessed (course content, instructor, expectations).

We survey students within the first few sessions of their course as well as at the end of the course. We also survey our partners annually for additional feedback. Our teachers and account managers are in close contact with the students and partners for ongoing feedback.

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.

We can either use the school's registration system or set one up for students. We would like to set up a registration cadence (most partners submit students monthly), so we could keep track of the students and provide appropriate reporting and support.

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

The school can choose to fund or subsidize the prep for students and Kaplan will invoice the school; or the students can pay the school directly and Kaplan will invoice the school. Because we would consider this an institutional partnership (which allows us to offer the pricing and account support), we would need to be able to invoice the school directly.

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

Once a student is enrolled, students receive an email instructing them how to log in to the online portal. For each course, we can provide a reporting portal to track student progress, engagement and success.

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

We can share quarterly/annual reports to show detailed student enrollments.

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

We have an Account Manager team that supports all of our institutional partners. A specific account manager is assigned to a partner for support on a day to basis. For our live online course, there is a help desk which is accessible when classes are running (including evenings and weekends) if students run into any problems logging into class.

6. Describe contractor's course refund policy.

Once a student accesses the resources, we do not provide a refund. If a student's timeframe changes, we can certainly change start times or extend access.

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

N/A

3. Kaplan's Experience & Qualifications

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.

Kaplan, one of the most diversified education companies in the world, is the largest portfolio company of Graham Holdings Company (NYSE ticker GHC), known previously as The Washington Post Company. Kaplan continually strives to make the learning experience for our students the best we can with a rigorous focus on educational performance and results

Founded in 1938, Kaplan operates in over 30 countries, employs over 13,500 employees, maintains relationships with over 10,000 B2B clients, and serves more than 1.2 million learners worldwide through its diversified educational offerings. Our vast breadth and scope in terms of both capabilities and assets sets us apart from our competitors.

Kaplan excels at providing education programs and services, because of our incomparable array of assets and capabilities and the ability to draw upon a one-of-a-kind network of partners, affiliates, and relationships with schools, businesses, and professional organizations worldwide.

Kaplan has been a leader in adapting a learning engineering approach to course design and instructional delivery. Kaplan's pioneering and leadership role in education is well documented. **We created the test prep business** and were an early leader in online education. We continually strive to make the learning experience for our students the best we can with a rigorous focus on educational performance and results.

Fewer than 1 out of 10 candidates qualify to teach for us, and every one of our teachers scored above the 90th percentile on the tests they teach. That makes Kaplan more selective than many top universities. And every Kaplan teacher is rated on how caring they are with students. It's how we ensure our students aren't just getting an information download – they're making a connection.

Kaplan's teacher certification and development program ensures that our teachers and tutors are authorities on the tests, on score-raising strategies, and on proven teaching practices. Every instructor completes more than 35 hours of training and development.

Guided by core values that include Integrity, Support, Knowledge, Opportunity, and Results, we are intensely focused outwardly on helping our students and partners succeed, and inwardly on making KNA a great place to work, learn, and grow while strengthening the communities in which our employees live and work.

The team that will be responsible for the work at JMU will include:

- 1) Adrian Langston
- 2) Amber Swain
- 3) Beth Bortnick
- 4) Flor Hernandez
- 5) Ida Pacheco
- 6) James R Polulach
- 7) Jennifer Hansen
- 8) Kelly Black
- 9) Kelly Maye
- 10) Maggie Sahyouni
- 11) Patrick McCall

12) Victor Bodenmiller

Please refer to the Appendix for their biographies.

4. Offeror Data Sheet

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

Offeror Data Sheet, included at the end of the proposal.

5. Small Business Subcontracting Plan

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, included at the end of the proposal.

6. Financials

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.

Amount of Sales with each VASCUPP Member Institution in the year 2021

George Mason University	\$150,000
James Madison University	\$0
Longwood University	\$0
Virginia Commonwealth University	\$80,000
Virginia Military Institute	\$0
Virginia Tech	\$5,000
William & Mary	\$0
Radford University	\$0
Old Dominion University	\$2,000
University of Virginia	\$30,000
Mary Washington University	\$5,000

7. Proposed Cost

Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

Courses	Regular Price	Discounted Price
GRE Live Online	\$999	\$599
GRE On Demand	\$449	\$349
GMAT Prep Complete Course	\$1599	\$949
GMAT Prep Interact Course	\$999	\$699
LSAT Live Online	\$1299	\$799
LSAT On Demand	\$799	\$549
SAT Prep Live Online	\$699	\$299
SAT Prep On Demand	\$199	\$79
ACT Prep Live Online	\$499	\$399
DAT Live Online	\$1199	\$749
DAT On Demand	\$899	\$649
MCAT Live Online	\$2499	\$1449
MCAT On Demand	\$1799	\$1299
MCAT In Person	\$2899	\$1899
OAT Live Online	\$1199	\$749
OAT On Demand	\$899	\$649
PCAT On Demand	\$899	\$649
NREMT Exam Prep 12 months	\$99	\$99
PTCE Exam Prep 6 months	\$89	\$89

****While we understand a credit card or admin fee could be added to this price, we would not expect an additional mark-up of these prices.***

Redacted:
Appendix A:
Biographies
Pg 20-26

**Redacted:
Appendix B:
Exclusion
and
Redlines: 27,
7-20**

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 84 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 #
Virginia Commonwealth University Medical Center	5 Years	Sanger Hall 1101 East Marshall St. Room 1-055e Richmond, VA 23298-0709	Vivek Vadlamudi (804)828-9501
Hampton University School of Science	20 Years	200 E. Queen Street Hampton, VA 23668	Michael Druitt (757)727-5239
North Carolina Agricultural and Technical State University	14 Years	Hines Hall, Suite 324 161 East Market St. Greensboro, NC 27411	Immanuel Bryant (336)256-2743
Joint Admission Medical Program	15 Years	4400 University Dr. Fairfax, VA 22030	Dr. Bill Hahn (512)517-2443
Temple University College of Science and Technology	8 Years	1803 N. Broad Street Carnell Hall – Ste 400 Philadelphia, PA 19122	Grace Hershman (215)204-4530

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

Kaplan North America, LLC
1515 Cypress Creek Road
Fort Lauderdale, FL 33309

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 [x] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Kaplan North America, LLC **Preparer Name:** Megan Johnson

Date: 1/28/2022

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: _____

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 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: ____ RFP# KLN-1137_____

Date Form Completed: _1/27/2022_____

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

Offeror / Proposer:

Kaplan North America, LLC
Firm

1515 Cypress Creek Road, Fort Lauderdale, FL 33309
Address

James Polulach, 917-565-4966
Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED



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

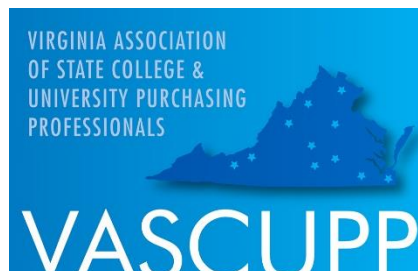


Request for Proposal

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
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REQUEST FOR PROPOSAL

RFP # KLN-1137

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	C. Sample of Standard Contract		
	D. Zone Map		

I. PURPOSE

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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



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