



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6743

This contract entered into this 4th day of October 2023, by ProPics 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 October 4, 2023 through October 3, 2024 with five (5) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP ASF-1174 dated June 21, 2023
 - (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;
- (3) The Contractor's Proposal dated July 17, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated October 4, 2023

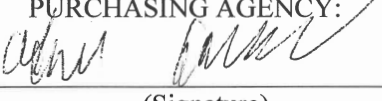
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: 
(Signature)

Danyelle Address

(Printed Name)

Title: **Owner**

PURCHASING AGENCY:
By: 
(Signature)

Adam Fleming

(Printed Name)

Title: **Buyer Senior**

**RFP # ASF-1174 Graduation Photography
Negotiation Summary for ProPics
10/04/2023**

1. Parties agree that this Negotiation Summary modifies RFP # ASF-1174 and the Contractor's initial response to RFP # ASF-1174, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor pricing shall be as follows:

Offering	Price
One 5x7 Print Photograph	\$9. ⁹⁵
One 8x10 Print Photograph	\$16. ⁹⁵
Eight Wallet-Sized Print Photographs	\$17. ⁹⁵
One High Resolution Image Download	\$29. ⁹⁵
Three High Resolution Image Downloads	\$74. ⁹⁵
All of a graduate's ceremony images in digital download format	\$99. ⁹⁵
Package A: Mix & Match - Three 8x10s, Four 5x7s, Sixteen Wallets, plus all of the graduate's ceremony images in digital download format	\$139. ⁹⁵ ₅
Package B: Mix & Match - Two 8x10s, Two 5x7s, Eight Wallets, plus two of the graduate's ceremony images in digital download format	\$94. ⁹⁵
Package C: Mix & Match - Two 8x10s, Two 5x7s, plus one of the graduate's ceremony images in digital download format	\$74. ⁹⁵
Commencement Plaque	\$43. ⁹⁵
Tassel Frame	\$47. ⁹⁵
Two Image 10x14 Custom Collage Framed Print	\$56. ⁹⁵
Three Image 10x18 Custom Collage Framed Print	\$59. ⁹⁵

3. Contractor agrees to provide James Madison University a rebate of \$7.00 per participating graduate, payable within 45 days of each commencement ceremony.
4. Contractor shall not use the list of graduate names and/or contact information provided by the University for any other purpose than what is necessary to provide the services under this contract.
5. Contractor shall be responsible for all expenses associated with providing services under this contract.
6. Contractor agrees that all exceptions taken within their initial response to RFP # ASF-1174 that are not specifically addressed within this negotiation summary are null and void.
7. Contractor has disclosed all potential fees. Additional charges will not be accepted without mutual written agreement between parties, e.g., contract modification and/or change order.

Proposal for Graduation Photography Services

PREPARED FOR:



JAMES MADISON
UNIVERSITY®

James Madison University
Harrisonburg, VA 22807
RFP #ASF-1174

SUBMITTED BY:



Eric Osowski
901-833-1376
eric@propicsusa.com

July 17, 2023

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July 17, 2023

James Madison University
c/o Adam Fleming, Buyer Senior, Procurement Services
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Dear members of the selection committee:

Pro Pics is pleased to submit this proposal in response to James Madison University's RFP for graduation photography services.

Our company is owned and operated by long-time commencement photography experts who have extensive experience at university-level ceremonies across the nation. Within this industry, we've worked for both small firms and large corporations alike. That experience led us to create Pro Pics, a carefully growing company that prioritizes relationships and customer service above all else.

We have reviewed the scope of work and other requirements of this RFP and are confident Pro Pics can easily exceed the University's expectations. Within this document, you'll find additional information about our company and proposed work at James Madison University. If there's any additional information we can provide, or to arrange for an in-person or virtual presentation, please don't hesitate to let me know.

On behalf of everyone at Pro Pics, thanks in advance for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Osowski".

Eric Osowski
eric@propicsusa.com
901-833-1376

REQUEST FOR PROPOSAL
RFP# ASF-1174

Issue Date: June 21, 2023
Title: Graduation Photography 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 July 19, 2023 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: Adam Fleming, Buyer Senior, Procurement Services, fleminas@jmu.edu; 540-568-4280, 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:

ADE Venures, LLC d/b/a/ Pro Pics
8917 Cardross Cove
Germantown, TN 38139

By:



(Signature in Ink)

Name: Eric Osowski

(Please Print)

Date: July 17, 2023

Title: Owner

Web Address: www.propicsgrads.com

Phone: 901-833-1376

Email: eric@propicsusa.com

Fax #: n/a

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

Itemized Responses to RFP Section IV

Below is a list of the line items within **Section IV (Statement of Needs)** of RFP #ASF-1174. Each University requirement includes either a summary response, where appropriate, or cross reference(s) to a detailed response elsewhere in this document, as instructed.

James Madison University RFP Requirement	Pro Pics Response
A. Specify your firm's experience with providing graduation photography services to other higher education institutions. Provide the names of five (5) institutions of higher education where your firm has provided similar services.	Pro Pics has been in the commencement photography business for over five year. Please see page 11 for five of our university clients who can attest to the quality of our work.
B. Describe in detail your firm's communication plan/schedule with the University prior to and after the ceremonies	Our company maintains ongoing communications with our client universities, especially in the months and weeks leading up to commencement. Additionally, we are happy to attend any in-person meetings or ceremony "walk throughs" hosted by the JMU commencement staff. Please see additional information about our workflow starting on page 12.
C. The Contractor should be on-site, set up, and ready to begin at least one (1) hour prior to beginning of the commencement ceremonies. Describe how your firm will manage the day-of timeline and employees (photographers) needed to provide services to various locations simultaneously.	As one hour is insufficient for any photography company to properly set up and test equipment prior to an event as significant as commencement, Pro Pics respectfully requests access to the ceremony venues at least two (2) hours prior to the ceremony start time. Please see "Event Photography at James Madison University" on page 12 for additional information.
D. The university will provide email addresses of the graduates for use in sending proof and ordering information. This list of names shall not be used for any other purposes. Confirm agreement	Acknowledged / agreed: data provided by JMU shall only be used for the distribution of photo proofs. Please see page 22 for additional information on this topic, including another unique suggestion Pro Pics can utilize to help JMU acquire post-graduation addresses for its graduates.

James Madison University RFP Requirement

Pro Pics Response

E. Describe your firm's Dress Code policy for photographers.

All Pro Pics staff will arrive wearing dark-colored business attire, unless otherwise directed by JMU.

F. Describe how your firm ensures the proofs are matched with the correct graduate, i.e. in case the graduates get out of order at commencement?

Pro Pics utilized the naming sequence of graduates' names as each is individually recognized on stage to help properly identify photo. For quality control, secondary audio and video recordings are utilized to make sure we properly handle any graduates who may have stepped out of order during the ceremony.

G. Describe how your firm would compensate a student if you miss their picture or if the picture is not satisfactory?

It's important to note it's extraordinarily rare for a Pro Pics photographer to miss a graduate's photo. Extensive resources have been poured into the highest quality equipment and photographer training. While Pro Pics does not offer any type of financial compensation, per se, for the rare missed shot, graduates do benefit from having multiple poses captured at various stages of their recognition, along with numerous public relations photo opportunities.

H. Videoboard – as the graduate crosses the stage, their name appears on the videoboard. Describe your ability to create name cards and the ability to include a QR code for scanning along with software to implement this during commencement. Describe any training and support provided for this process. If software is not available through your firm, describe how you would assist the university with funding through a third-party software company. Be specific.

Pro Pics does not have a white label video display system. We do, however, work closely with Marching Order at numerous client universities to provide this service. In fact, many clients use a portion of their rebate from Pro Pics (see page 26) to help pay for those services.

James Madison University RFP Requirement

Pro Pics Response

I. Clip – describe your ability to “clip” each graduate as they cross the stage and have their moment on the video board. This frame is defined by an on-site JMU video team and the live feed will be provided after commencement. Describe your ability to email graduates their clip following commencement. (When a contractor is selected we will supply the contractor with a list of student emails. These emails shall not be shared with anyone else and must be destroyed after use.)

Please see "Complimentary GradCaps Videos" on page 26 for details on this Pro Pics offering.

J. Describe any available software you may have to assist with seating chart development, communication to graduates, etc.

While Pro Pics has our own internal systems for electronic distribution of proofs to graduates and their families via email and text messages, those systems are not designed to replace systems the University already has in place for communicating with its students.

With respect to seating chart development, many of our clients rely on online tools such as AllSeated or Visual Paradigm to plan their graduate & audience seating.

K (a). Describe where you normally photograph the graduates.

With University approval, Pro Pics would like to capture three (3) poses of each graduate during commencement: (a) close-up photo as graduates approach the stage; (b) handshake photo while being individually recognized on stage; and (c) a ceremony portrait after departing the stage. Additionally, graduates being hooded on stage would also receive that unique pose as well. Please see detailed information on our poses starting on page 15.

K (b). All photographs shall be in color.

Correct, all images are captured, displayed, and printed in full-color.

K (c). There will be no pre-payment or obligation to purchase photographs on the part of the graduate before or after they receive their free color proof.

Correct, there is no obligation for any graduate to purchase or pre-pay for any product or service. Proofs are provided at no charge to the graduates and family members.

James Madison University RFP Requirement

Pro Pics Response

K (d). Contractor shall have no cords, light stands, tripods or people on stage at any time. Specify the equipment, to include battery powered or hand-held equipment, to be utilized during the ceremony to ensure these requirements are met.

Correct, there are no cords, tripods, or tethers on any Pro Pics equipment.

L. Specify timeline and method for providing each graduating student their proofs.

Email and text message distribution of graduate photos typically occurs within 24 hours of each commencement ceremony. Please see "Communication with Graduates" on page 23 for details.

M. Specify how much time it will take your firm to process an order and place it in the outgoing mail (do not include the mailing time).

Orders for digital images are available for immediate download. Orders for print photographs typically ship via USPS First Class mail within 2-3 business days.

N. The Contractor should provide complimentary photographs of ceremony, guest speakers, etc., if requested by James Madison University. Describe what complimentary photos or photo packages your company would be willing to provide JMU.

Correct, we are happy to provide complimentary copies of these types of photos to James Madison University. Please see "Public Relations Photos" on page 19 for additional information.

O. The Contractor shall be flexible and allow for any changes in the ceremony format/presentation that may be required by James Madison University. Describe any conditions that could possibly have a negative effect on this requirement.

Agreed, our company is very flexible in its operations, as our other university clients can attest. There are no known or anticipated conditions that could have a negative effect on this requirement.

P. Describe how your firm will ensure JMU events are given top priority in case of scheduling conflicts with other clients.

As a matter of policy, Pro Pics does not participate in RFPs unless the prospective client's commencement schedule has already been posted and aligns perfectly with resource and staffing availability on our company's calendar. We have confirmed that to be the case with the JMU commencement dates listed in this RFP.

James Madison University RFP Requirement

Pro Pics Response

Q(e). Provide your firm's refund policy.	We offer a 100% money back satisfaction guarantee on all purchases. Please see page 24 for details on this policy.
Q(f). Describe the process a graduate would follow to return a picture order.	Our customer service staff is available by email and phone 7 days a week to assist any customer who is unsatisfied with an order.
Q(g). Provide the timeline for issuing the student a refund.	Refund requests are processed immediately, and funds are remitted to the customer's account in accordance with their payment card company's policies.
Q(h). Specify any associated charges for returning the photos/packages.	There are no charges or fees associated with returning any order.
R. Include one (1) sample proof package of the photographs JMU graduates would receive. The samples should be of a college or university ceremony. The University will not return the samples.	Print samples have been included in the response submission with this RFP. Additionally, electronic samples can be found on the enclosed USB drive.
S. James Madison University and any or all other Commonwealth of Virginia agencies that utilizes the awarded contracts(s) (see Section VIII, § M., Contract Participation), reserves the right to add additional photography services at any time during the course of the contract term and with the approval of the contracted vendors. Prices may be negotiated at that time for the additional services requested.	Acknowledged / understood.

About Pro Pics

Pro Pics is owned and operated by long-time commencement photography experts who have extensive experience at university-level ceremonies across the nation. Today, our list of university-level clients includes large institutions like **California State University, Fullerton**, the **University of California, Davis**, the **University of Louisville**, **Villanova University**, **Mississippi State University**, and others which have commencements similar in size and scope as those held at James Madison University.

LEARN MORE Find out more about our company online at **PROPICSGRADS.COM**

LEADERSHIP



ERIC OSOWSKI

Eric brings two decades of photography experience to Pro Pics, and is the company's operational leader. Eric is a widely recognized expert on commencement and large group photography.



DANYELLE ANDRESS

Danyelle is one of the best relationship managers in the industry, and is highly adept at making sure clients are set up for success. She would be actively involved in both planning and operations of our work at James Madison University.



AUSTIN LIVINGSTON

Austin comes to Pro Pics with over 20 years of leadership in marketing, sales, and technology. He is responsible for the company's digital presence, branding, and strategic marketing initiatives.

PHOTOGRAPHERS

All Pro Pics' photographers have multiple years of commencement photography experience. Our on-site team managers average over 10 years in this industry, and each photographer participates in extensive training to help guarantee excellent quality images.

University-Level References

The following university-level Pro Pics' clients have commencement events similar in scope to those held at James Madison University, and can serve as excellent references for our company.



CALIFORNIA STATE UNIVERSITY, FULLERTON

Dani Bomgaars
Director of University Events
Central Development & University Advancement
dbomgaars@fullerton.edu
951-235-2413



UNIVERSITY OF CALIFORNIA, DAVIS

Whitney Smith
Director, Ceremonies & Special Events
Office of The Chancellor
wjsmith@ucdavis.edu
Phone: 530-750-9222



MISSISSIPPI STATE UNIVERSITY

Nathan Griffey
Athletic & Military Certification and Commencement Coordinator
Mississippi State University
NGriffey@registrar.msstate.edu
Phone: 662-325-4729



UNIVERSITY OF LOUISVILLE

Stephanie Reibert
Commencement Coordinator
Residency Appeals Office
stephanie.salings@louisville.edu
Phone: 502-852-6528



GRAND CANYON UNIVERSITY

Jennifer Girl
Senior Director of University Events/Arena Operations
University Event Services
Phone: 602-639-7711
jennifer.girl@gcu.edu

Event Photography at James Madison University

OVERVIEW At our expense, Pro Pics will manage all aspects of commencement photography for James Madison University, including the travel, lodging, and logistics.

ARRIVAL All photographers will arrive at least 2 hours prior to the start of each ceremony, dressed in dark, formal attire (unless otherwise directed by the University).

EQUIPMENT Each Pro Pics photographer will be equipped with two (2) complete sets of professional-series camera equipment – one primary and one backup – with lenses and strobes specifically selected to suit the ceremony venue.

PR PHOTOS Before, during, and after each ceremony, our photographers will capture hundreds of high-quality candid-style public relations (PR) photos of graduates, family members, and venue scenery. These images will be rapidly uploaded for use by the University. Please see detailed information starting on page 19.

RECOGNITION PHOTOS While graduates are individually recognized on-stage during each ceremony, our photographers will capture multiple photos of each participant, including a handshake photograph and a ceremony portrait. Pro Pics will work with James Madison University commencement coordinators for approval of the photographers' locations. At no time will photography operations slow the pace or interrupt the flow of the ceremony. Please see details starting on page 15.

RAPID PROOF DELIVERY Email proofs will be sent via email to graduates and family members within 24 hours after each ceremony, with no obligation to purchase. Our marketing practices are very ethical; graduates receive only a few notifications, and are not inundated with marketing efforts months (or even years) after their graduation.

CUSTOMER SERVICE Pro Pics will handle, at our expense, all order acceptance, fulfillment, delivery of orders, and customer service, requiring no assistance from the University.

REBATE A competitive rebate will be provided to James Madison University based on a fixed amount per participating graduate. Please see page 26 details.

Pro Pics Event Staff

We are honored some of the most experienced commencement photographers and event staff members as part of our team.



ERIC OSOWSKI - PRIMARY CONTACT

For James Madison University ceremonies, Eric would serve as our staff specialist, responsible for logistic, briefings, equipment, and ensuring our photography teams are intimately familiar with the details unique to each ceremony.

Pro Pics Photographers at James Madison University

Absent any unforeseen circumstances, the following Pro Pics staff members would be assigned to commencements at James Madison University:



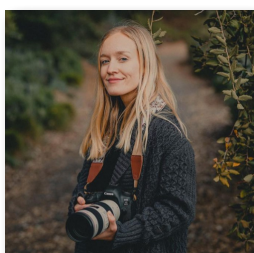
SEYE AKINWANDE

Seye is a talented portrait and event photographer who photographs thousands of graduates a year across the country.



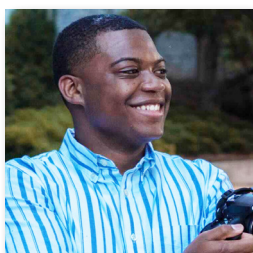
LYNDSI EDMONSTON

Lyndsi is an extremely talented professional photographer who has photographed countless commencements similar to those held at JMU.



EMILY DEAN

Emily is a experienced portrait and volume photographer who thrives in fast-paced photography.



CORNELIUS HAYES

Cornelius is an extremely talented professional photographer who is an instrumental part of the Pro Pics photography team.



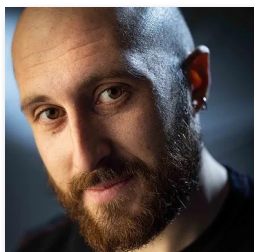
HUNTER WILLIS

Hunter is a professional photographer with extensive portrait and large commencement photography experience.



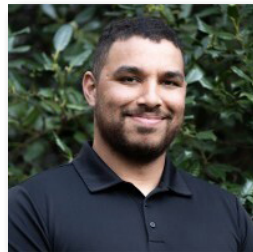
RYLEIGH MCALLISTER

Ryleigh McAllister is an experienced event manager helping ensure the success of the team.



SAMUEL LUSTIG

Samuel is an outstanding photographer with great energy and significant commencement photography experience.



MICHAEL REEVES

Michael is a professional photographer well known for his work with professional sports teams and large commencement events.

Hooding Photographs

For doctoral and masters students, Pro Pics can capture two (2) additional photos if the University permit: (1) a pre-ceremony pictures at the pro-hooding area; and/or (2) hooding photos on stage during the ceremony.

PRE-CEREMONY PHOTOS OF MASTERS AND DOCTORAL GRADUATES

At the pre-hooding area, a Pro Pics photographer can take posed photos with doctoral and masters graduates, along with their academic advisors if appropriate. Group photos will also possible during this time. These pre-ceremony photos will be identified and "tagged" to the correct graduates exactly as if their photos were taken during the ceremony.

HOODING PHOTOS DURING COMMENCEMENT

During each commencement ceremony, an additional Pro Pics photographer will be assigned to capture hooding photos as doctoral and masters graduates are recognized on stage. After all hooded graduates have been recognized, that photographer will reposition to assist with the ceremony portraits.

Recent examples of doctoral hooding photographs captured by Pro Pics at the University of Louisville can be found below.



Ceremony Portraits

As graduates exit the stage to be individually recognized, a ceremony portrait can be taken at James Madison University commencements. This posed portrait with the diploma cover can be captured on the floor of the venue.

Ceremony portraits are a coveted pose for graduates and family members. In fact, at many ceremonies, ceremony portraits are more popular than the handshake photograph. Pro Pics will continue to capture this important pose for the University's graduates.

MULTIPLE BACKGROUNDS WITH OUR "KNOCK OUT" TECHNOLOGY

Many graduation photography companies utilize green screens to provide multiple background options to graduates for their ceremony portrait. This can often yield inconsistent results from graduate to graduate, especially for those who have green elements in their clothing, graduation regalia, or jewelry.

Pro Pics has solved that problem with better technology. Instead of green screens, we have developed a new system that uses artificial intelligence to remove the background from graduates' ceremony portraits. With the background accurately removed, we can then easily overlay each graduate's ceremony portrait on top of a wide variety of University-approved backgrounds. We call it "knock-out" technology because of how easily the artificial intelligence is able to identify the outline of graduates, including their graduation cap and hair, eliminate the shadows, and then "knock out" the background.



Original Image



The result is a cleaner, more realistic photo than older green screen systems can provide. It also enables us to photograph graduates in front of a simple white backdrop, instead of a green screen that is less attractive to those in attendance.

Handshake Photos

During each commencement, Pro Pics will capture a handshake photo as each graduate is individually recognized on stage. Our photographers can easily accommodate both styles of handshake photos:

Many handshake photos capture the presenter handing the graduate a diploma cover while shaking hands, similar to these examples below taken by Pro Pics at other client universities.

CANDID HANDSHAKE PHOTO

Examples of the "candid-style" handshake photos captured by Pro Pics at other universities, similar to the style used with Masters and Bachelors graduates at James Madison University.

Left: California State University, Fullerton
Right: Mississippi State University



Another style of handshake photo includes the graduate and presenter turned together and posing for the camera. Our photographers can easily capture this type of photo as well.

TURN & POSE HANDSHAKE PHOTO

Examples of the "turn & pose" handshake photos captured by Pro Pics at other universities, similar to the style used with PhD graduates at James Madison University.

Left: California State University, Fullerton
Right: University of California, Davis



Close-Up Photos

As graduates approach the stage, an optional third photo option known as a "close-up" is an excellent way to capture the excitement in graduates' faces. While focused on the graduate's face, our close-up photos features other graduates and spectators in the background. The result is a beautiful portrait that is excellent for a variety of uses.



Graduates with Disabilities

If there are any graduates at James Madison University with disabilities or other graduates who, for any reason, would prefer to have their ceremony portrait taken prior to the event, Pro Pics will gladly accommodate this.

Ceremony portraits taken prior to commencement will be identified and "tagged" to the correct graduates exactly as if those portraits were taken during the ceremony.



Public Relations Photos

Before, during, and after each commencement at James Madison University, Pro Pics photographers will capture a wide variety of Public Relations (PR) photos. These images will be quickly made available to the University at no cost. Examples of our work at other universities can be found below.

BEFORE EACH EVENT

Before each ceremony, Pro Pics photographers will take PR pictures both inside the venue as well as outside (weather permitting) with graduates and their families.

DURING THE CEREMONY

During the ceremony prior to graduates being recognized on stage, Pro Pics will assign a dedicated PR photographer to capture all ceremony highlights, including the University's President, the keynote speaker, a ceremony overview photo, all award recipients, dignitaries and other special guests, ceremony scenery, and other special requests by the University.

AFTER EACH EVENT

After each commencement ceremony, all Pro Pics photographers will resume taking PR photos throughout the venue and outdoors as graduates are reunited with their loved ones.



Public Relations Photos (cont.)

RAPID UPLOADS OF PR IMAGES

All public relations images from each commencement will be uploaded within 24 hours of the ceremony, with links sent to any interested departments or media outlet, as directed by the University.



FACIAL RECOGNITION WITH PR IMAGES

As a general statement, it is often not possible to uniquely identify the graduate(s) in each PR photo, since the photographer cannot pause to ask for names. Pro Pics solves this problem with our facial recognition technology, which matches unknown faces in PR images to the known faces in ceremony recognition photos. This allows us to provide graduates with many incredible PR photos that otherwise would not be available.

POSTHUMOUS DEGREES

Without exception, family members of posthumous degree recipients will always receive complimentary digital copies of all their images along with free print photographs. James Madison University will never need to ask on their behalf. Pro Pics will automatically handle this important detail, while treating these families with the care and dignity they deserve.

Overview Photos

Captured from an elevated vantage point, our overview photos are great for large prints, social media covers, and look especially nice in a frame. During each ceremony at the James Madison University, our photographers will capture overview photos from several angles. Digital copies of all our overview images will be provided along with the large format framed photos to which the University is accustomed, all at no cost.



Grad Fair Portraits

In addition to commencement photography, Pro Pics is also available to take on-site, professional portraits of students at James Madison University's Grad Fair events. These portraits make excellent keepsakes, and are also perfect for graduation announcements and social media.

During grad fairs, Pro Pics photographers are able to take time to carefully photograph each individual. Professional lighting equipment as well as a studio backdrop would also be used, and graduates are helped make sure hair is in place, and graduation regalia is perfect in each photograph.

Just like commencements, there is no cost for students to be photographed, and never any obligation to purchase their photos.



How We Acquire Graduate Addresses

METHOD #1 ELECTRONICALLY PROVIDED BY GRADUATES THEMSELVES

Pro Pics has seen remarkable success when graduates are given the opportunity to tell us how they wish to receive their commencement proofs. While Pro Pics is happy to provide paper name cards at no cost to the University, we also have another option that James Madison University may wish to consider.

If there's one thing we know, it's that almost every graduate is carrying a cell phone during commencement. So our event staff can simply invite graduates to scan a custom QR code that links to an online form, enabling graduates to tell us how they wish to receive their commencement proofs. Staff members would also be on hand to explain to graduates what to expect and how this process works.



There are several benefits to this method. First, it's much easier for graduates to complete a form on their phone than it is on a flimsy paper card. Second, it helps expedite proof delivery, since it's no longer necessary to transcribe paper address cards. Third, the post-graduation address information provided by graduates is often more accurate than what the University has on file. Plus, it's better for the environment than paper forms.

How We Acquire Graduate Addresses (cont.)

METHOD #2 PROVIDED BY THE UNIVERSITY

If James Madison University were able to provide names of students eligible to graduate, along with their email and home/permanent address information, that information could be used to help expedite proof delivery.

Under no circumstances will that data be shared, sold, or distributed to any outside entity. Furthermore, we will purge all graduate data once applicable transactions have concluded.

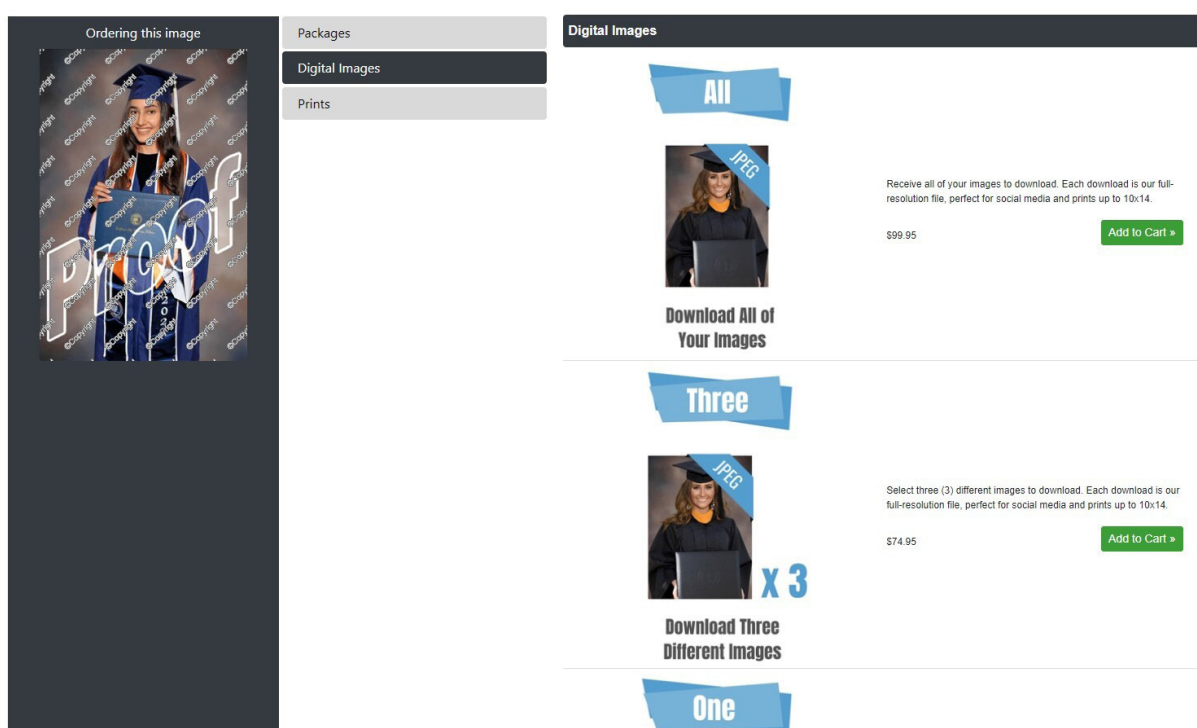
Communication with Graduates

RAPID DELIVERY	Within 24 hours following each ceremony, Pro Pics will send digital proofs to each participating graduates. Proofs can be delivered via email and text messages. If address information is provided for parents and other relatives, they too will receive their graduate's proofs.
FREQUENCY	Following initial proof delivery, graduates will be gently reminded of the availability of their commencement photos up to four (4) additional times over the next 28 days through email and text messages. Graduates will not receive communications from our company after 28 days unless they contact us with a customer service inquiry.
ABILITY TO OPT-OUT	At any point during our 28 day marketing cycle, James Madison University graduates will have the ability to opt-out of all further communications from Pro Pics. Convenient opt-out links are included with every email and text message our company sends, with the exception of customer service inquiries and transactional emails (e.g. order receipts).

How Graduates Can Order Their Photos

While there's never any obligation to purchase, ordering from Pro Pics is simple & easy for those graduates who choose to purchase commencement or grad fair photos.

Graduates and family members are able to click on the links provided in their email notification to be taken directly to their individual images, as well as select public relations and overview photos. Our intuitive website is easy to navigate, and Pro Pics customer service is ready to help anyone with questions. A sample screenshot of our ordering system can be found below.



All graduate photos are retained by Pro Pics for a minimum of ten (10) years. While a soft order deadline is mentioned in our marketing outreach, graduates and family members are able to order photos at any time.

Full Money-Back Satisfaction Guarantee

At Pro Pics, we view our customer service as a direct reflection of the University. **Every order comes with a full money-back satisfaction guarantee.** Furthermore, unlike with other photography companies, Pro Pics' customers who are not fully satisfied with their photos are not required to return them to us in order to receive a refund.

Product Pricing for James Madison University Graduates

Pro Pics is pleased to offer the following products and prices to James Madison University graduates and their family members.

Offering	Price
One 5x7 Print Photograph	\$9. ⁹⁵
One 8x10 Print Photograph	\$16. ⁹⁵
Eight Wallet-Sized Print Photographs	\$17. ⁹⁵
One High Resolution Image Download	\$29. ⁹⁵
Three High Resolution Image Downloads	\$74. ⁹⁵
All of a graduate's ceremony images in digital download format	\$99. ⁹⁵
Package A: Mix & Match — Three 8x10s, Four 5x7s, Sixteen Wallets, plus all of the graduate's ceremony images in digital download format	\$139. ⁹⁵
Package B: Mix & Match — Two 8x10s, Two 5x7s, Eight Wallets, plus two of the graduate's ceremony images in digital download format	\$94. ⁹⁵
Package C: Mix & Match — Two 8x10s, Two 5x7s, plus one of the graduate's ceremony images in digital download format	\$74. ⁹⁵
Commencement Plaque	\$43. ⁹⁵
Tassel Frame	\$47. ⁹⁵
Two Image 10x14 Custom Collage Framed Print	\$56. ⁹⁵
Three Image 10x18 Custom Collage Framed Print	\$59. ⁹⁵

Rebate Payable to James Madison University

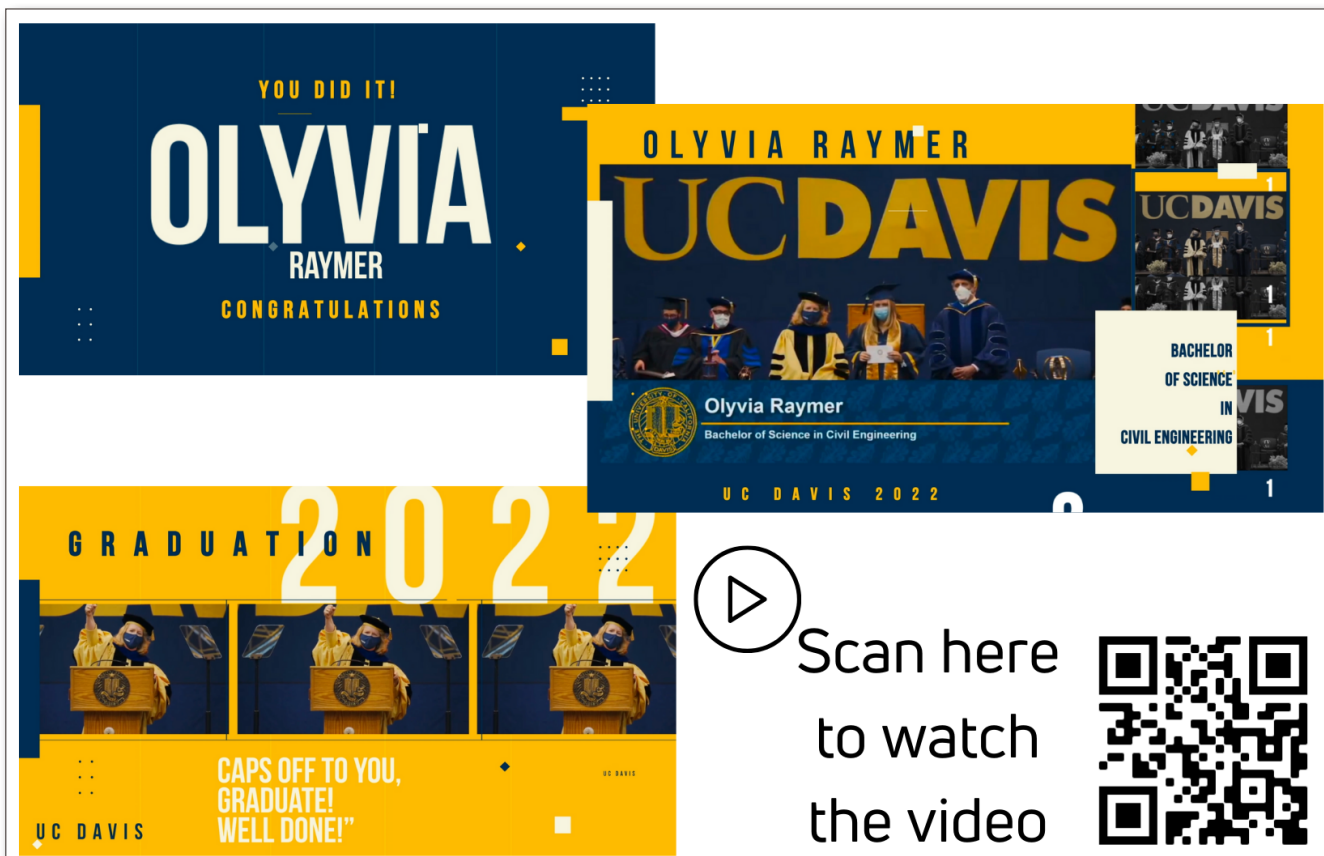
Pro Pics is proposing a rebate to James Madison University of \$7.⁰⁰ per participating graduate, payable within 45 days of each commencement ceremony. For the purpose of rebate calculation, a “participating graduate” refers to a student who is physically present & photographed at a University commencement ceremony.

Complimentary GradCaps Videos

Help your graduates remember the emotion and excitement of commencement day with GradCaps! These are personalized graduation stories using actual footage & audio from your ceremony's live stream, combined with the graduate's individual recognition on stage plus custom text with their name and degree.

These videos are approximately 30 seconds in length, and custom made for every graduate. These videos are valued at \$2.⁹⁵ each but will be provided to James Madison University graduates at no charge and with no restrictions on their use.

To view a sample video created for another Pro Pics client, please visit: bit.ly/grad-caps-uc-davis or scan the QR code below.



Complimentary Virtual Photo Booth

With this complimentary service, graduates can upload a picture of themselves from their phone or computer. Then, our proprietary "Knock Out" software will remove the background from the graduate's photo and replace it with pre-selected, James Madison University backgrounds. Within seconds, rendered backgrounds are available for immediate download.

This is an outstanding way to help graduates promote the University and its upcoming commencement ceremonies! We can also offer James Madison University this service for other events, such as homecoming, freshman orientation, etc. These images are perfect for social media and print photographs. Our virtual photo booth is valued at \$1,995 per semester but would be provided to James Madison University at no cost.



From this



To This



Complimentary Photo Mosaic

Pro Pics offers photo mosaics which create a piece of art using photos of graduates. Photos can either be used from commencement or collected from students themselves. Images are arranged and placed in a logo graphic, and example of which is shown below.

Upon completion, the school receives full rights to the finished image which can be printed or shared digitally, as well as a highlight video, which displays each student's photo being added to the mosaic as it builds, and a "fast fill" video that can be used for transitions in virtual ceremony videos. Our photo mosaic is valued at \$450 but would be provided to James Madison University at no cost.





Request for Proposal

RFP# ASF-1174

Graduation Photography Services

June 21, 2023



REQUEST FOR PROPOSAL

RFP# ASF-1174

Issue Date: June 21, 2023
Title: Graduation Photography 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 July 19, 2023 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: Adam Fleming, Buyer Senior, Procurement Services, fleminas@jmu.edu; 540-568-4280, not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # ASF-1174

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide photography services for commencement ceremonies at 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 five (5) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The university offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

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 wishes to secure the services of an experienced firm that specializes in photography for commencement ceremonies. The Contractor shall work independently to furnish all equipment, labor, materials, Certificate of Insurance, supervision, transportation and incidentals required for the completion of work necessary to provide graduation photography services on the campus of James Madison University.

The contractor shall be responsible at all times for the actions and work of its employees. The contractor shall enforce strict discipline and good order among event personnel. James Madison University reserves the right to require the contractor to remove any employee whose behavior is deemed as unprofessional or objectionable. Dress code shall be subject to approval by James Madison University. All event personnel shall be easily and clearly identified, with the Contractor's name visible at all times. Event personnel shall, upon request, present appropriate identification.

James Madison University shall not be responsible for payment or collection of funds for payment of any photography services rendered or photographs produced. James Madison University also shall not be responsible for distribution of any photographs.

Contractor shall not charge any sitting, additional or miscellaneous fees. Shipping and handling shall be included in the price indicated in *Section X Pricing Schedule* of this RFP.

All ceremonies for May 2023 commencement except the following were held in the Atlantic Union Bank Center (AUBC).

Honors College Medallion Ceremony: Festival Conference and Student Center, Grand Ballroom

Nursing Convocation: Wilson Hall Auditorium

2023 Commencement Ceremony Schedule

Month	Day	Ceremony	Approximate Number of Students
May	Thursday, May 11	1 pm – Honors College Medallion Ceremony	156
		3 pm - The Graduate School	475
		7 pm - College of Arts and Letters	725
	Friday, May 12	10 am - College of Science and Math	227
		1:30 pm - College of Integrated Science and Engineering	314
		5 pm - College of Health and Behavioral Studies	991
	Saturday, May 13	10 am - College of Visual and Behavioral Studies	215
		11 am – Nursing Convocation	113
		1:30 pm - College of Education, University Studies and Professional and Continuing Education	230
		5 pm - College of Business	784
December	Saturday, December 16	10 am – all colleges	750

The commencement ceremony dates listed below are ***tentative and subject to change***. The University reserves the right to alter these dates at its discretion.

Year	Tentative May Commencement Dates	Tentative December Commencement Dates
2023	-	December 16
2024	May 9-11	December 14
2025	May 15-17	December 13
2026	May 14-16	December 19
2027	May 13-15	December 18

Provide a detailed response to the following:

- A. Specify your firm's experience with providing graduation photography services to other higher education institutions. Provide the names of five (5) institutions of higher education where your firm has provided similar services.
- B. Describe in detail your firm's communication plan/schedule with the University prior to and after the ceremonies.
- C. The Contractor should be on-site, set up, and ready to begin at least one (1) hour prior to

- beginning of the commencement ceremonies. Describe how your firm will manage the day-of timeline and employees (*photographers*) needed to provide services to various locations simultaneously.
- D. The university will provide email addresses of the graduates for use in sending proof and ordering information. This list of names **shall not** be used for any other purposes. Confirm agreement
 - E. Describe your firm's Dress Code policy for photographers.
 - F. Describe how your firm ensures the proofs are matched with the correct graduate, i.e. in case the graduates get out of order at commencement?
 - G. Describe how your firm would compensate a student if you miss their picture or if the picture is not satisfactory?
 - H. Videoboard – as the graduate crosses the stage, their name appears on the videoboard. Describe your ability to create name cards and the ability to include a QR code for scanning along with software to implement this during commencement. Describe any training and support provided for this process. If software is not available through your firm, describe how you would assist the university with funding through a third-party software company. Be specific.
 - I. Clip – describe your ability to “clip” each graduate as they cross the stage and have their moment on the video board. This frame is defined by an on-site JMU video team and the live feed will be provided after commencement. Describe your ability to email graduates their clip following commencement. (When a contractor is selected we will supply the contractor with a list of student emails. These emails shall not be shared with anyone else and must be destroyed after use.)
 - J. Describe any available software you may have to assist with seating chart development, communication to graduates, etc.
 - K. Describe your firm's ability to comply with the requirements below.
 - a. Describe where you normally photograph the graduates.
 - b. All photographs shall be in color.
 - c. There will be no pre-payment or obligation to purchase photographs on the part of the graduate before or after they receive their free color proof.
 - d. Contractor shall have no cords, light stands, tripods or people on stage at any time. Specify the equipment, to include battery powered or hand-held equipment, to be utilized during the ceremony to ensure these requirements are met.
 - L. Specify timeline and method for providing each graduating student their proofs.
 - M. Specify how much time it will take your firm to process an order and place it in the outgoing mail (*do not include the mailing time*).
 - N. The Contractor should provide complimentary photographs of ceremony, guest speakers, etc.,

- if requested by James Madison University. Describe what complimentary photos or photo packages your company would be willing to provide JMU.
- O. The Contractor shall be flexible and allow for any changes in the ceremony format/presentation that may be required by James Madison University. Describe any conditions that could possibly have a negative effect on this requirement.
 - P. Describe how your firm will ensure JMU events are given top priority in case of scheduling conflicts with other clients.
 - Q. It is JMU's preference that students be able to return photos at their discretion with no associated fees. Describe your firm's policies and processes regarding refunds:
 - e. Provide your firm's refund policy.
 - f. Describe the process a graduate would follow to return a picture order.
 - g. Provide the timeline for issuing the student a refund.
 - h. Specify any associated charges for returning the photos/packages.
 - R. Include one (1) sample proof package of the photographs JMU graduates would receive. The samples should be of a college or university ceremony. The University will not return the samples.
 - S. James Madison University and any or all other Commonwealth of Virginia agencies that utilizes the awarded contracts(s) (*see Section VIII, § M., Contract Participation*), reserves the right to add additional photography services at any time during the course of the contract term and with the approval of the contracted vendors. Prices may be negotiated at that time for the additional services requested.

NOTE: This is a multiple award solicitation and is subject to more than one contract being awarded. Be advised that a contractor(s) is **NOT GUARANTEED** work if awarded a contract resulting from this solicitation

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

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to

be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or

the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of five (5) 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. 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.
- Q. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

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 contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. All shipping, handling, postage or any other type of fees shall be included in the Contractor's price per picture or package below. Pricing shall include all costs to the individual.

PICTURE SIZE	QTY	UNIT PRICE	EXTENDED PRICE
Digital Download (Specify Resolution)		\$	\$
Wallet – 8 per sheet	2 Sheets	\$	\$
3" x 5"	4 Each	\$	\$
4" x 6"	4 Each	\$	\$
5" x 7"	4 Each	\$	\$
8" x 10"	4 Each	\$	\$

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)