JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6799

This contract entered into this 12th day of December 2023, by Bentz, Whaley, Flessner and Associates, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From January 02, 2024 through June 30, 2025 with ten (10) one-year renewal options.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal RFP DMS-1188 dated August 3, 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;
  (d) Addendum No. One August 15, 2023
  (e) Addendum No. Two August 29, 2023

(3) The Contractor's Proposal dated September 5, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  (a) Negotiations Summary, dated December 7, 2023.

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

CONTRACTOR:	PURCHASING AGENCY:
By: Katrina A Klaproth (Signature)	By: Dana Simmers (Signature)
Katrina Klaproth (Printed Name)	Dana Simmers (Printed Name)
Title: Chief Operating Officer	Title: Buyer Senior

Rev. 5/12/21

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1188 and the Contractor's initial response to RFP# DMS-1188, and in the event of conflict this Negotiation Summary shall take precedence.

2. Contractor agrees that all exceptions taken within their initial response to RFP# DMS-1188 that are not specifically addressed within this Negotiation Summary are null and void.

3. During the term of the contract, the university, in its sole discretion, reserves the right to only utilize certain services based on project scope and budget.

4. Contractor's Pricing:

   a. Area A / Campaign Readiness/Internal Audit and Feasibility Study:

Tasks	Total Cost	Cost Occurrence
Engagement Preparation	$5,678	One-time
Internal Leadership Interviews	$6,780	One-time
Giving Insight Analysis and Projections	$33,900	One-time
Benchmarking	$14,351	One-time
Program Optimization Reviews	$96,615	One-time
Assessment Analysis and Report	$38,646	One-time
Fundraising Agenda	$16,724	One-time
Case for Support (writing)	$13,560	One-time
Prospective Donor Interviews (40)	$24,295	One-time
Prospective Donor Interviews (50)	$30,510	One-time
Engage Dx Constituent Survey	$22,600	One-time
External Planning Considerations	$8,136	One-time
Analysis and Report Development	$12,430	One-time
Report Review and Presentation	$14,916	One-time
***Area A Total (with 40 interviews)** ***Area A Total (with 50 interviews)**	**$308,631** **$314,846**	One-time One-time

b. Area B / Campaign Preparation and Support per Year Cost (Leadership/Silent Phase):

Tasks	Total Cost	Cost Occurrence
Comprehensive Campaign Plan	$20,905	One-time
Communications Plan	$32,318	One-time
Volunteer Structure and Committees	$37,290	On-going per year
Prospect Development Strategies	$16,950	On-going per year
Donor Relations and Stewardship	$42,940	On-going per year
Campaign Counting Policies	$30,510	On-going per year
Training and Coaching	$24,860	On-going per year
Ongoing Support and Counsel	$36,160	On-going per year

c. Area C / Public Phase:

Tasks	Total Cost	Cost Occurrence
Ongoing General Counsel	$54,240	On-going per year
Ongoing Annual Fund Counsel	$33,900	On-going per year
Ongoing Communications Counsel	$44,748	On-going per year
Campaign Wrap Up	$32,544	One-time

d. Area D / Post Campaign Assessment:

Tasks	Total Cost	Cost Occurrence
Engagement Preparation	$4,153	One-time
Leadership and External Interviews	$12,430	One-time
Post-Campaign Gift and Prospect Date Analysis	$33,900	One-time
Division Optimization		

Program Reviews	$68,930	One-time
Roadmap		
Analysis and Report Development	$27,572	One-time
Report Review and Presentation	$16,216	One-time
Area D Total	**$163,201**	One-time

5. Contractor's daily hourly rate per consultant for a full-day of service:
    a. Principal - $5,085 - $6,780
    b. Senior Vice President - $2,486 - $3,955
    c. Vice President - $3,690
    d. Associate Vice President – $2,147 – $3,390
    e. Executive/Consulting Partner – $2,260 – $4,520
    f. Director - $1,695 - $2,260
    g. Subject Matter Expert, Digital - $2,260 - $2,825
    h. Subject Matter Expert, Communications - $2,260 - $2,825
    i. Subject Matter Expert, Decision Science - $2,260
    j. Subject Matter Expert, Annual Giving - $2,260 - $2,825
    k. Subject Matter Expert, Systems and Operations - $2,034 - $2,825
    l. Subject Matter Expert, Business Intelligence - $2,034 - $2,825
    m. Subject Matter Expert, Prospect Development - $2,825
    n. Subject Matter Expert, Research – $1,130 - $2,034
    o. Project Associate - $1,243
6. Purchasing Agency may request consulting work for special projects in addition to the scope of work. Contractor shall provide the university with a quote for the additional work that is in accordance with the daily hourly rates per consultant for a full-day of service. James Madison University will issue a Purchase Order authorizing contractor to proceed with work.
7. Contractor shall provide a detailed invoice to the Purchasing Agency for time and resources rendered each month on the 15th day of the following month. Payment shall be made in accordance with the Virginia Prompt Pay Act.
8. The first initial term of the contract and the first one-year option renewal period shall be fixed per the pricing schedule. The second optional one-year renewal period may be renewed in accordance with

either the CPI-W "other services" category allowance as stipulated in the RFP or capped at 9%, whichever is less.

9. Contractor shall conduct a wealth screening as part of the giving analysis and projections service during the campaign readiness audit portion of the engagement, at no additional cost.

10. Contractor's Reimbursable Travel Expenses:

    a. Travel that extends 2 days or less shall be limited to the following:

        - Contractor will receive a $1,000 travel allowance (on-campus or feasibility study interviews) per trip, per consultant.
        - Allowance shall include all airfare, car rental, hotel, meals and any other reimbursable travel fees.
        - Contractor may request the opportunity to review this expense cap at each renewal.

    b. Travel beyond 2 consecutive days:

        - Hotel/Lodging, Meals, and Incidentals (on-campus or feasibility study interviews) shall be in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals and incidental expenses *(M&IE RATE TABLE)* at the time of travel, which can be referenced at: https://www.jmu.edu/financemanual/procedures/4215mie.shtml.
        - Transportation expenses (air travel, car rental) will be paid at cost upon the contractor providing a documented receipt to the university. Contractor shall book air travel and care rental to ensure expenses remain economical. Air fare shall be reimbursed for coach/standard with no upgrades and car rental shall be reimbursed for standard with no upgrades.

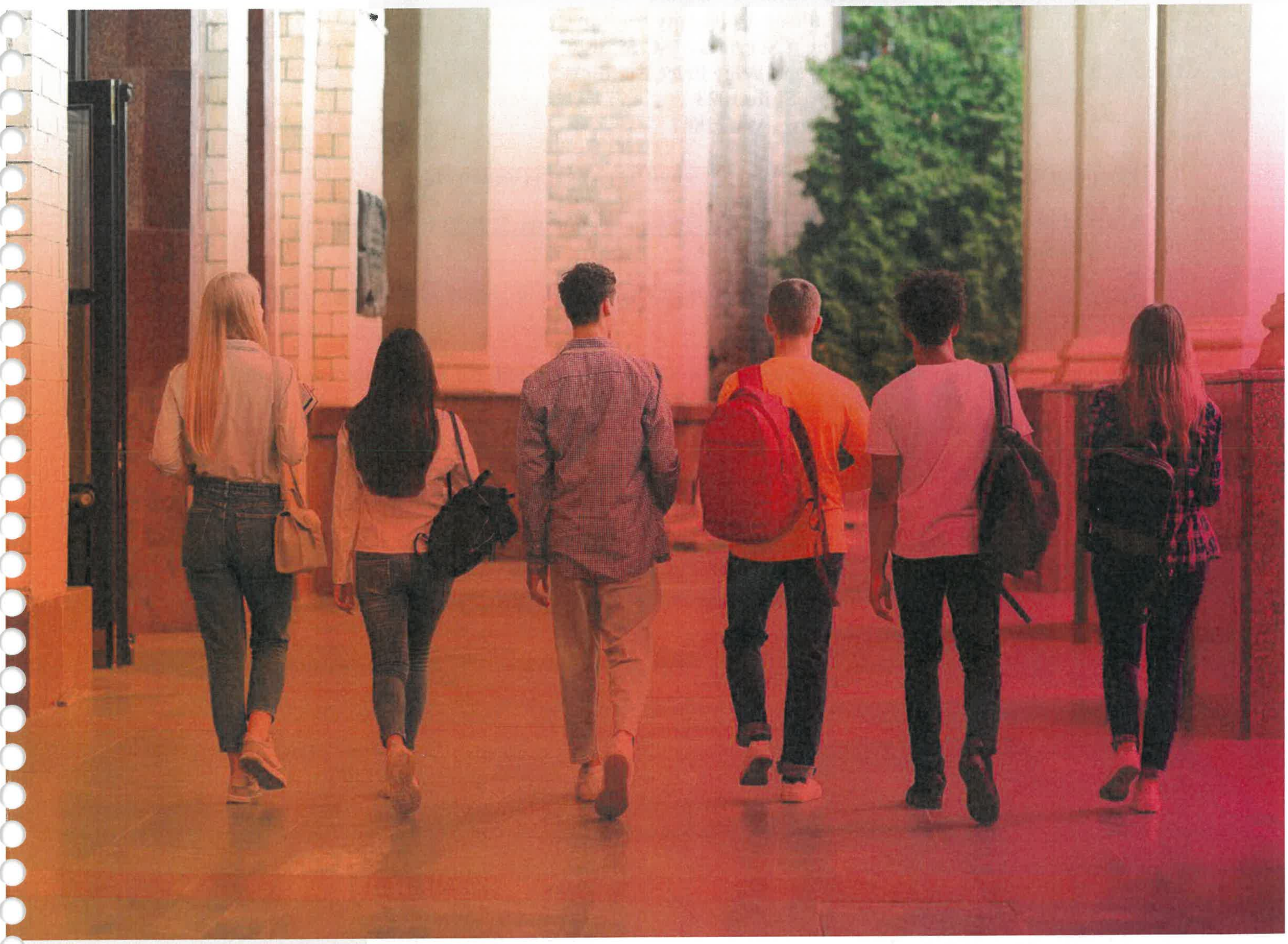
    c. Contractor shall not book travel arrangements without prior approval from the Purchasing Agency.

    d. Purchasing Agency will provide onsite travel requests six (6) weeks in advance.

11. Nick Perlick of Bentz, Whaley, Flessner and Associates shall serve as lead counsel and main point of contact for all work under this contract. The university reserves the right to request a change of lead counsel during the course of the contract. BWF shall work to meet this request whenever practical.

12. Additional costs or changes in approved project pricing shall be mutually agreed upon in writing by the Contractor and Purchasing Agency.

James Madison University



ORIGINAL

Fundraising Consulting Proposal

September 2023

REQUEST FOR PROPOSAL

RFP# DMS-1188

Issue Date: **August 3, 2023**

Title: **Fundraising Consulting 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 Two Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on September 5, 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: Dana Simmers, Buyer Senior, Procurement Services, simmerdm@jmu.edu; 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:	By: ____________ *(Signature in Ink)*
Bentz, Whaley, Flessner and Associates, Inc.	
7900 Xerxes Avenue South, Suite 980	Name: Joshua Birkholz *(Please Print)*
Minneapolis, MN 55431	
Date: September 5, 2023	Title: Chief Executive Officer
Web Address: www.bwf.com	Phone: 952-921-0111
Email: Sales@bwf.com	Fax #: 952-921-0109

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

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Introduction

Through this RFP process, James Madison University (JMU) seeks an experienced and qualified fundraising service provider that shall assist JMU with the preparation, development, and implementation of a comprehensive long-range fundraising campaign. JMU achieved remarkable success in *Unleashed: The Campaign for James Madison University*, raising more than $250M in eight years. As stated by the university, the institution's star is very much on the rise in myriad ways, including a deepening impact on students, a growing research enterprise, and a rapidly ascending Division I athletics program. Now, JMU aspires to reach higher through a campaign that would ideally double (or more) total fundraising from the prior campaign and infuse the institution with new, transformational resources.

BWF is honored to have the opportunity to embark on a partnership with JMU. We look forward to collaboratively assessing and evaluating the requesting institution's position in each endeavor and delivering tailored recommendations and results to set the course for a prosperous philanthropic future. Our goal as JMU's partner is to make sure its Advancement team builds capacity, innovates, and forwards their respective missions. BWF is responding to this bid with services in the following statement of need areas:

A. Readiness Audit and Feasibility Study
B. Campaign Preparation and Support
C. The Public Phase
D. Post Campaign Assessment

The pages that follow articulate a vision for how we will approach the opportunities as well as demonstrate the proficiency within the firm to deliver exceptional results. We see this proposal as the beginning of a conversation that will inform future conversations and scoping with JMU. Through each future conversation, we will define the specific scope, outcomes, and deliverables that achieve the best result for that specific institution. We encourage you to connect with the references listed to learn how the firm helped each find creative solutions.

BWF has read the RFP in its entirety, as well as all corresponding links and released addenda in conjunction with the RFP. Our team stands ready to answer any questions you may have about this proposal, but more importantly, is eager to start our work on the project outlined by the RFP. We appreciate the opportunity to submit this proposal.

Project Methodology Overview

BWF's key ingredients to a successful partnership are thorough preparation, clear and ongoing communication, and diligent management.

Preparation. BWF understands a successful engagement requires proper preparation. Before we begin our work, we will convene a project kickoff call with the BWF team and JMU's team. During that call, we will confirm team leads, status call schedule, timeline, milestones, and goals. As part of the preparation, BWF will provide the institution staff with an information request.

Communication. BWF is committed to transparency and open communication. Our philosophy is based on maintaining and encouraging collaboration between our team and our clients. We believe that good communication requires an ongoing exchange of information, ideas, resources, and feedback.

Management. The BWF engagement manager will serve as the main point of contact and coordinate the team dedicated to each step of the BWF approach. The engagement manager will engage members of both teams to provide updates, address specific questions, and be a resource as the project moves forward to meet the agreed-upon timeline.

Deadlines. When BWF and JMU set a deadline, BWF is committed to meeting that deadline. We understand that even small delays can impact the entire project. We will work diligently to make sure that the trains run on time. If we expect that a deadline will not be met, we will notify the designated contact, provide an explanation for the delay, and make an immediate action plan to right the situation.

Accessibility. While the proposed BWF team will be your first point of contact and main partners for this engagement, you will have access to BWF's strong bench of consultant experts in all aspects of philanthropy. Whether you have questions related to systems, annual giving, principal giving, digital engagement, mid-level giving, pipeline development, campaigns, talent management, or others—we have a teammate who can help.

Decision-Makers. At BWF, we pride ourselves on our unique team-based consulting model. This allows us to have our strongest and most specialized people advising on decisions. However, we always respect and work with our clients' decision-making protocols.

BWF services generally provide assessments, strategy, best practice, professional development, organizational structure, and managed services, and include a wide range of deliverables and services. While the tasks for each service change based on the institution's need, the primary overview for our project methodology is outlined below. We believe it is important to properly define a project, gather multiple points of internal inputs, gather multiple points of external input (when applicable), develop a multi-source and comprehensive report, test the results with decision-makers, present the final report, and then partner on implementation.

- Scoping is discussed and finalized between BWF and JMU
- Engagement kickoff, project plan, and timeline confirmation
- Material collection and worksheets provided for information gathering

- Internal interviews—leadership, volunteers, and staff
- Process shadowing
- Data analysis, data appends

- External interviews
- Survey, task forces, focus groups
- Environmental scan

- Roadmap for next steps
- Data report of key findings
- Presentation, feedback, and discussion

- Plan and strategy
- Design, architect, and roles
- Execution and evaluation

Area A | Readiness Audit and Feasibility Study

Campaign Readiness Audit

1. **Describe your firm's approach to a pre-campaign readiness audit, including your recommended number of on-campus visits.**

Our philosophy is to approach a readiness audit as an opportunity not just to review and optimize your infrastructure, but also to raise your overall major and leadership gift fundraising capacity. This phase will be key to setting the right course for long-term success and potential future campaigns.

Through a thorough assessment of internal and external factors, BWF will deliver specific and relevant recommendations for your program which will serve as the indicators on strategic adaptations and growth plans for JMU. We will achieve this by executing the following approach.

Information Gathering

To make the best possible recommendations for JMU, it is important for our team to analyze JMU's recent fundraising success and ability to execute predictable major fundraising by reviewing current fundraising programs. In order to establish JMU's current capacity and resources, we propose information gathering involving the steps detailed below.

Internal Leadership Interviews

Our work will begin with an in-depth meeting with university leadership to discuss their vision for the future and their insights into the challenges and opportunities ahead for private gift support. Understanding the development agenda that flows from that vision will be the starting point for the assessment. Next, we will meet with the development leadership and other senior leaders to learn about their perceptions of the development team and the vision for the department. We want to understand the roles these key leaders play in driving the development agenda and working with donors as well as their ability to influence contributions and engagement from the community.

(A. Campaign Readiness Audit. 1 Continued)

Giving Insight Analysis and Projections

BWF's Giving Insight Analysis and its projections provide you with the confidence you need to ensure you are cultivating the right prospects and working toward an achievable campaign goal. To provide you with such confidence, we will request a file of all giving data for the last five years to:

- Identify key giving trends at all levels of the historic pyramid to provide a snapshot of past giving
- Develop a custom-engineered connection score unique to your constituency, highlighting the strengths and opportunity of your supporters
- Assess the true capacity of your constituency, emphasizing current state and pipeline potential
- Benchmark staff assignment, production, alignment, and activity
- Analyze unassigned potential of the prospect pool and base of support
- Identify the organizational Strike Zone—those prospects with greatest likelihood of generous support
- Develop multi-scenario projections for strategic decision-making
- Analyze an active portion of your database through a complimentary wealth screening—made available as an export upon completion of the engagement

Using the same file, we will collaboratively project giving trends for a time period determined jointly by BWF and JMU. This analysis will look at the parameters influencing production to understand the key factors that could contribute to future fundraising and the campaign goal. By analyzing existing performance, portfolio composition, staffing levels, economic forecasts, and the effect of outliers, we will provide a statistical perspective to enhance the campaign goal setting.

Benchmarking

In order to gain a comparative understanding of development goals, program structure and alignment, division success, campaign ROI, and staff investment plans, BWF will conduct a benchmarking analysis at institutions similar to JMU. The engagement will include an extensive and detailed benchmarking of JMU against five to seven identified organizations of similar size and purpose.

Before launching the benchmarking, we will review the themes and identify the key issues and questions to explore in the benchmarking process. The questions will be developed from conversations with JMU leadership and key stakeholders. The best questions for benchmarking are ones that BWF cannot research from public sources. We will use surveys to collect quantitative and qualitative data. When required, we will conduct phone interviews to ensure we have comprehensive data to inform our findings.

(A. Campaign Readiness Audit. 1 Continued)

The findings of the benchmarking will be analyzed and integrated into the overarching report and recommendations. We will review the benchmarking findings with the JMU project team and discuss implications. We will provide a complete benchmarking report as part of the engagement. As part of the benchmarking, BWF will provide an anonymized summary version to participants as a token of gratitude for participating.

Optimization Reviews

BWF subject matter experts will review the following areas within Development and Alumni Relations in order to thoroughly assess and develop the necessary recommendations to support long-term philanthropic capacity building. These reviews will include meetings with team leaders and team members, as well as an analysis of process and procedures. BWF will partner with JMU staff on how to best approach each team review to ensure team members feel supported and comfortable with the process.

Program Optimization Reviews

Internal readiness is defined by the strength of each program. BWF will review the following areas within development in order to thoroughly assess the program and develop the necessary recommendations to support long-term philanthropic capacity building. BWF will conduct the reviews via one-on-one interviews and small focus groups.

Structure and Organization

BWF will review departmental structure and budget, which will include office resources, number of employees, division of responsibilities among staff, team organization, and areas of focus. From this, BWF will aim to identify areas for increased efficiency, productivity, and improvement.

Individual Giving

The consulting team will look at the major program areas, including principal gifts, gift planning/planned giving, major gifts, and annual support.

Corporate and Foundation Support

Nationally, corporate and foundation sources account for about half of all gift support to higher education. The review will examine the strengths and shortcomings of current corporate and foundation efforts.

(A. Campaign Readiness Audit. 1 Continued)

Volunteer Leadership

BWF will assess the board structure, current membership, leadership group strategies, and philanthropic support at the university and college levels. Strong boards are important to leading and sustaining the growth. BWF will also review development-focused volunteer leadership groups.

Communications

BWF can provide a baseline review of current communications efforts, covering topics such as key messages, actual elements and channels used, target audiences, and segmentation. Our informed, third-party perspective will provide a broad overview of the strengths of your current communication efforts while identifying areas for improvement or additional opportunities.

Digital Engagement

A strong digital presence can extend the reach of the development office, while serving as a warming, engagement, or stewardship tool. BWF will seek to identify organizational strengths, weaknesses, constraints, and opportunities for digital success. The review will provide you with the insights to improve your digital results.

Annual Giving

Annual giving is a key element of a development shop and is essential to growing the donor pipeline through engagement. BWF's annual giving experts will review segmentation; channels; and strategies for acquiring, renewing, and upgrading donors.

Advancement Operations

BWF systems and operations consultants will assess the current capacity and future potential of your fundraising business functions. This analysis focuses on the strategic priorities of philanthropy operations and its appropriate utilization of technology and staffing to inform strategy, technology, and related business processes.

Prospect Development

We will review prospecting functions for efficiency and effectiveness and uncover any gaps in the processes, including prospect research, discovery, and prospect management efforts.

(A. Campaign Readiness Audit. 1 Continued)

Business Intelligence

In the modern data-driven landscape of campaign management, business Intelligence's capacity to enable data-informed decision-making, optimize operations, and bolster competitive advantage, makes it an essential tool for leading a successful campaign. BWF will review your existing BI ecosystem, including reporting, data acquisition and integration methods, as well as the overall user experience.

On-site Campus Visits

The number of on-site visits can vary per client and request. Like many companies, BWF learned the flexible and valuable nature of remote interaction, interviews, and project management. Yet, we also recognize the deep value of in-person relationship building and interactions. As such, BWF recommends considering visits for internal readiness interviews, external readiness interviews that may be conducted on campus, and the report delivery.

2. **Identify and describe the key components that your firm recommends be included in a readiness audit.**

   BWF recommends an approach of information gathering to learn the current state and previous fundraising history of an institution inclusive of interviews, and provide in-depth program reviews paired with data analysis. BWF thoroughly reviews all information gathered, considers the opportunities and challenges facing an institution, and crafts the best recommendations for guiding the institution to increased capacity for the next decade and preparation for a major campaign. These components are more elaborately addressed in the first question of this section above.

3. **Describe your firm's experience with assessing the university's reporting environment (tools, resources, requirements gathering and output) necessary to present information and track progress to multiple constituencies.**

   Organizations that want to ensure their personnel and technology investments are utilized effectively turn to BWF for assessments to identify potential areas of challenge and opportunity. Our systems and operations consultants have served as practitioners and have unique insight into the needs of fundraising organizations. We take a holistic approach to inventorying existing business processes including the reporting environment, through on-site interviews and business process mapping. The combination of these two activities is then paired with consultant expertise to identify areas of inefficiency and opportunities for improvement.

(A. Campaign Readiness Audit. 3 Continued)

BWF's business intelligence specialists provide support in reviewing, modifying, and in many cases, building the idea reporting environment for clients. Our assessment will focus on reviewing your current BI systems, evaluating your team's BI capabilities, and crafting a strategy to implement advanced BI solutions. This will empower your organization to optimize fundraising efficiency, improve donor relations, and drive data-informed decisions. The core objective of this BI assessment is to analyze your existing BI infrastructure and the skill level of your team. We aim to align your technology and workforce capabilities with your organizational goals and suggest improvements where necessary to leverage the power of BI in your fundraising strategies. BWF is tableau certified. We've helped clients such as Furman University, Corus International, and Phoenix Children's with their business intelligence projects for increased success.

4. **Describe the services your firm provides for improvement in areas that are deemed inefficient.**

   BWF has a wide and varied range of services to support an organization with areas needing support, which can include ongoing counsel, training and coaching, outsourced resources, and more, depending on the specific need of an organization. Frequently, BWF is retained to provide specific and targeted remediation and capacity building in areas identified in the study. To accomplish that, the firm builds upon the comprehensive nature of the firm and our established methodologies to support and guide the continued development of our clients.

5. **Identify all deliverables your firm would provide for the *Campaign Readiness Audit* portion of this RFP.**

   BWF will use the information gathering step to focus on leadership involvement, innovation, and culture of philanthropy for the university to launch and successfully support a campaign. The leadership- and data-informed findings will help provide JMU with clear footing and a long-term capacity building strategy which will inform external readiness and last beyond the campaign. The report will include findings, recommendations, and next-steps roadmap for specific implementations over the following one to three years, likely including areas such as staffing, structure, budget, technology, processes, and campus and volunteer partnerships. The report will provide JMU with necessary information to finalize the campaign priorities and case statement, identify an ambitious yet achievable goal, and build the right framework for JMU to launch a mission-driven and engaging campaign.

6. **JMU has identified their intent to launch the silent phase of this comprehensive fundraising campaign in July 2025. Describe in great detail your firm's plan and timeline for performing the *Campaign Readiness Audit* in order to allow the July 2025 launch to occur.**

   BWF sees a natural flow and correlation between the campaign readiness audit and the feasibility study, therefore we have included a combined estimated timeline on page 17, number 11. This timeline can be adjusted based on JMU's specific milestones and goals for each project segment. In summary, a very reasonable timeline for completion of internal and external assessments is mid-fall 2024, allowing JMU to use the fourth quarter of the calendar year to consider the analysis and recommendations and to facilitate discussions among university and board leadership in advance of specific launch planning in spring 2025.

Feasibility Study

The purpose of the Feasibility Study is to test the JMU campaign case and fundraising goal.

1. **Describe your firm's process for reviewing the University's case statement and making recommendations regarding the presentation of the case and stated fundraising priorities to those being considered for feasibility.**

Refining the Fundraising Agenda

To refine the fundraising agenda, BWF and JMU will discuss the major themes, review the list of fundraising priorities that take into account preliminary indications of gift potential and funding interests, and confirm the list of objectives for testing. The purpose of the study is to determine how potential donors perceive the preliminary philanthropic agenda and detect which projects have the necessary, compelling impact. Refining the fundraising agenda will involve the following steps.

Priority Process Design

The process will start with a kickoff call between the BWF team and JMU's project team to discuss pertinent priority background, determine who should be included in the discovery process (e.g., campaign and institutional leadership, deans, board members, the chief marketing officer, the person responsible for fundraising communications), identify key information that will be shared, and determine the dates for the site visit (if applicable). Following the kickoff call, BWF will provide both a schedule for JMU to use in arranging our interviews and a formal request for the background and materials we wish to receive as part of our discovery process. Background and materials include such things as any existing campaign information, strategic plan, branding documents, editorial style guide, and examples of current digital and print fundraising communications.

(A. Feasibility Study. 1 Continued)

Identifying Major Themes

In order to confirm the fundraising priority list, we will conduct two days of interviews with selected internal stakeholders and review background material. This review will inform the components of a campaign, help identify institutional brand messages and campaign key messaging, and provide clarity on institutional vernacular. If applicable, the visit might also include a tour of campus and/or any facilities related to possible campaign priorities.

Presenting Preliminary Campaign Priorities and Finalizing the Agenda

JMU will receive key takeaways and recommended priorities as a result of this discovery. Following the priority presentation, BWF will facilitate a discussion about the priorities in order to finalize the list that will be used in preparing the case for support and tested in the campaign planning study.

Developing the Case for Support

You are much more likely to inspire donors to invest when you make a compelling case for your vision—one that is informed by facts, infused with emotion, and presents the opportunity to show how their investment will make a difference. BWF will craft a donor-centric case for support that combines descriptions of your priorities and goals with compelling examples and relevant facts to support your vision. To accomplish this, BWF will prepare an outline that describes the content elements we propose to include, which JMU will review and approve before preparing the first draft. Content development may require additional interviews or information gathering, as agreed upon in the discussion about the outline. The first draft will be sent for your review and feedback to inform any second draft revisions. This case will be the key testing instrument during the campaign planning process to inform final campaign priorities.

2. **Describe your firm's approach to a feasibility study. Include approximate timeframes, operating procedures and personnel resources.**

   Times are changing and donors' perspectives and priorities are changing as well, therefore we have adapted our methodology accordingly.

CAMPAIGN PLANNING	
Old Way	**New Way**
One-Dimensional Data	Multi-Source Data
Siloed Planning	Enterprise-Wide Strategy
Ramping Up and Down	Sustainable Growth
Jack Of All Trades	Deep Specialization
Cost to Raise a Dollar	Organization ROI, Results-Based
	Pipeline Growth
	Capacity Building

Today's nonprofits and universities depend on contemporary campaigns to meet increased fundraising goals, tell compelling stories, and engage large groups of constituents in their philanthropic agenda now more than ever before. We believe in building capacity while changing the way you engage your donors. Our approach for measuring external readiness would be the following services outlined below.

Confidential Interviews with Prospective Donors

Getting the pulse of your key donors and constituents is an essential part to understanding the philanthropic environment and support levels for a campaign and its agenda. From a list of 50 to 75 names, BWF will conduct personal interviews with approximately 40 leaders. These interviewees may be past major donors, key prospects, potential campaign leaders, or others whose input will be important to the success of the campaign. With the support of BWF, JMU will lead the scheduling of these interviews. These interviews will focus on feedback about the university and the campaign prospectus, willingness to give, willingness to volunteer, and identification of additional leadership candidates and potential donors.

Engage Dx Constituent Survey

To expand the reach of constituency understanding and critical perspectives, we will conduct a web-based survey with a large number of constituents to build understanding and ownership of campaign goals. In addition to supplementing the reach of the study, surveys such as these represent important discovery and cultivation in their own right.

(A. Feasibility Study. 2 Continued)

Constituent interaction, at all levels, is fundamentally their expression of engagement. The methodology to comprehensively capture constituent engagement from Engage Dx is built upon a foundation of decades of behavioral psychology and survey research best practices and expertise with this understanding in mind: measuring engagement can unlock insight into current behavior and opportunity to impact future activity.

Fundamental to the design philosophy is a quantitative survey focused on the broader themes of passion, pride, awareness, and overall engagement, employing the fewest necessary questions to capture how your constituents feel. BWF's philosophy is not to drill into specific details, but rather, to capture how JMU's constituency fundamentally views the organization.

Once results are captured, our engagement science experts will merge respondents expressed perspectives (how they feel) with observed data supplied by the institution (who they are, what they do). This crucial final step provides insight into where engagement is misaligned and is a driver of key philanthropic or engagement outcomes. Through identifying how your best donors feel differently than other constituents, what truly drives action, and where and how constituents feel and act is misaligned, the institution has the line of sight to effectively segment, and the understanding to positively impact, their perspectives.

Engage Dx will gather perspectives from as many constituents as can be contacted via email. BWF will design the survey, analyze the results, and provide supplementary insights based on additional constituent data. BWF will provide a report of the results and a data file with respondents.

External Planning Considerations

Fundraising does not exist in a vacuum. Myriad factors influence and impact campaign effectiveness. Having a clear understanding of the external forces that shape our efforts will be important to effective planning. We will conduct a review of the institution's current outlook for a campaign and determine how these factors might shape philanthropic needs and fundraising opportunities.

3. **Describe how your firm shall design and "customize" the feasibility study so that it will directly address the University's particular needs.**

   BWF takes a structured, yet agile approach that is tailored to JMU's particular needs and opportunities. We do not take a one size fits all or cookie cutter approach. While it is true that campaigns and organizations have similar needs, true success in campaign planning must be bespoke and tailored to accentuate the assets of the organization while using the campaign as a catalyst to remediate the challenges. BWF gains a thorough understanding of the university's fundraising priorities and partners with the university to develop a custom campaign prospectus. This case for support, or campaign prospectus, is a key testing instrument in the external interviews with prospective donors and is uniquely tailored to the university and the study. Feasibility interviews will include explicit discussion about the unique strategic drivers that are paramount for JMU in this moment and gauge donor sentiment and support for the university's trajectory and strategies. Additionally, our Engage Dx Constituent Survey offers valuable insight into your constituents to offer a new, potentially undiscovered perspective leading to increased understanding and knowledge of your audience.

4. **Describe a typical feasibility study interview and how your consultant prepares for it.**

   BWF prepares for interviews through a process in partnership with the institution. We begin by gathering background information on interviewees, including institutional connections, giving history, target gift in the upcoming campaign, and any sensitive issues or concerns to be aware of. When JMU schedules interviews, we ensure that donors receive the case for support and the campaign giving table in advance. During the interview, we facilitate a conversation that explores the donor's background and relationship with the university, their view of current institutional leadership and overall health and direction of the institution, reactions to the case for support, their giving experience and how it compares to other charities they support, their likelihood to contribute to the forthcoming campaign and at what level, as well as their personal willingness to serve in a leadership role along with recommendations for other leadership prospects and campaign volunteers.

5. **Describe how your firm determines the number of face-to-face interviews needed for feasibility.**

   BWF partners with the institution to determine the preferred interviewing format. In the past three years, we have found that we are able to conduct interviews more successfully when requested remotely, especially for prospects that are highly busy and do not want or are not able to meet in person. Frequently, 40 total interviews are sufficient to gain meaningful insights necessary for campaign planning. Depending on circumstances and client wishes, we at times conduct as many or 75 or 100, particularly when it is believed the feasibility interview itself may serve as a cultivation tool for key prospects.

6. **Describe how your firm identifies campaign volunteer leadership during the feasibility process.**

   During the external interview process, BWF asks these individuals if they would be interested in campaign involvement. Additionally, we ask if the individual knows anyone or recommends anyone that they believe should be a volunteer as part of the process.

7. **In cases in which you are engaged to conduct both a feasibility study and a readiness audit, explain how the audit is linked to the study.**

   The readiness audit is critical to our understanding of an institution, inclusive of the current state of the programs, the potential, as well as the internal readiness to move to the next step of a feasibility study and to determine if now is the right time. Explicit findings from the readiness study often provide a framework for further exploration during the feasibility study. As an example, stewardship may be revealed through the readiness study to be in need of additional resources and enhanced strategies. A natural follow up that we would particularly explore during feasibility interviews is the extent to which major donors felt as though they were well stewarded during the prior campaign and their perspective on how donor relationships and stewardship could be strengthened. This is one of many examples of how specific findings from the readiness phase will significantly influence points of emphasis during feasibility. It is our preferred method to conduct both in close sequence as we see both elements as crucial to gaining a full understanding of an organization's capacity and best avenues for campaign success.

8. **Explain how your firm links the feasibility study to campaign planning and preparation.**

   The feasibility study reveals an achievable campaign goal and an overall understanding of an institution's readiness to take on a campaign. At the summation of a study, BWF addresses the key growth considerations that will define the recommendations of the study and influence maximum fundraising and external investment. The combination of the internal readiness and feasibility study results reveal the strategic imperatives for success in the forthcoming campaign. A thorough campaign plan should be crafted to build directly upon the strategic aspects of the assessment and study. Development of the campaign plan is a component of our campaign counsel services and would be among the earliest deliverables of counsel during the leadership phase.

9. **Within the past three years, identify cases where your firm advised any of your clients to reduce their initial goal, increase their initial goal, change/adjust case statement, change/adjust funding priorities or postpone the campaign.**

The role of a campaign planning study is to pressure test assumptions to ensure we calibrate the campaign for success. It is common that the firm recommends to our clients that they adjust the scale, scope, timing, and focus of their campaigns after the study has been complete. In the last three years we can point to numerous cases, such as South Dakota State University, that the firm recommended a much more aspirant goal than their original working goal due to findings of our study. For SDSU, we recommended that they increase their goal from $425M to $500M because of the potential discovered during our interviews and data science work. Conversely, we have also recommended to clients that they reduce the scope of their campaign to reflect their true potential, which was evident in our work with the University of Wisconsin-Parkside. Conversely, following a feasibility study conducted in 2022 for Grand Valley State University, BWF advised the institution to consider a smaller goal or alternative campaign approaches rather than the $350M campaign that university leadership desired. It is also common for us to recommend that the timing of the campaign be adjusted to accommodate additional growth needed by the client or to lean into a unique opportunity, such as a presidential transition like we witnessed at the University of Memphis.

Adjustments and enhancements related to case for support are present in every campaign planning study we conduct. Those recommendations typically occur if we find a misalignment between what donors tell us they want to fund and the campaign priorities tested during the study. Our team routinely recommends that certain facets of the campaign case be reevaluated, refined, or omitted due to donor response. One clear example of that was Hope College where the main pillar of their anticipated campaign garnered very little donor interest in our study.

Finally, our firm's only goal is to make our clients more successful at raising money in support of their missions. Sometimes that means suggesting that this is not the right time for a campaign. One such example was the recommendation made to California State University, Northridge in 2021. The firm had been counsel since the inception of their campaign, which was astoundingly successful during the leadership (quiet) phase. Toward the end of the leadership phase, the university experienced a leadership transition, and the new president had a very bold vision which did not match the original concept of their campaign. BWF recommended that the university celebrate the success of their campaign prior to going public and begin a planning process for a new, more aspirant campaign tied to the university president's vision.

10. Identify all deliverables your firm would provide for the Feasibility Study portion of this RFP.

At the summation of the study, BWF reviews all information gathered and analyzes the findings to produce a final report. The report recommendations will serve as the basis for creating JMU's guiding roadmap for a high-functioning and well-coordinated structure. The recommendations will depend on the outcomes of the process but are likely to cover the following topics: An achievable campaign goal, strategic pathways to achieve the desired goal, comparative review and giving analysis, divisional enhancements and staffing growth plan, recommendations for portfolio realignment and prioritization of new prospects, and organizational and team effectiveness. The report will also contain a timeline for action, including next steps for implementation.

To prepare JMU's leadership to make decisions, we will review a report draft with JMU leadership to ensure the report is clear, accurate, and helpful, present key findings and recommendations to the JMU engagement leadership team for their discussion and endorsement, and provide two webinar presentations for key staff and volunteers, as requested.

11. JMU has identified their intent to launch the advance phase of this comprehensive fundraising campaign in July 2025. Describe in great detail your firm's plan and timeline for performing the *Feasibility Study* in order to allow the July 2025 launch to occur.

Although it is not possible to predict with complete accuracy the length of the engagement, the timeline below is an indicator of how it should unfold for Area A. We understand JMU may have specific milestone goals and timeline needs; and therefore, we will adapt our methodology accordingly. BWF is able to begin the campaign readiness audit immediately after the engagement agreement is finalized and will strive to adhere to the desired timeline of JMU.

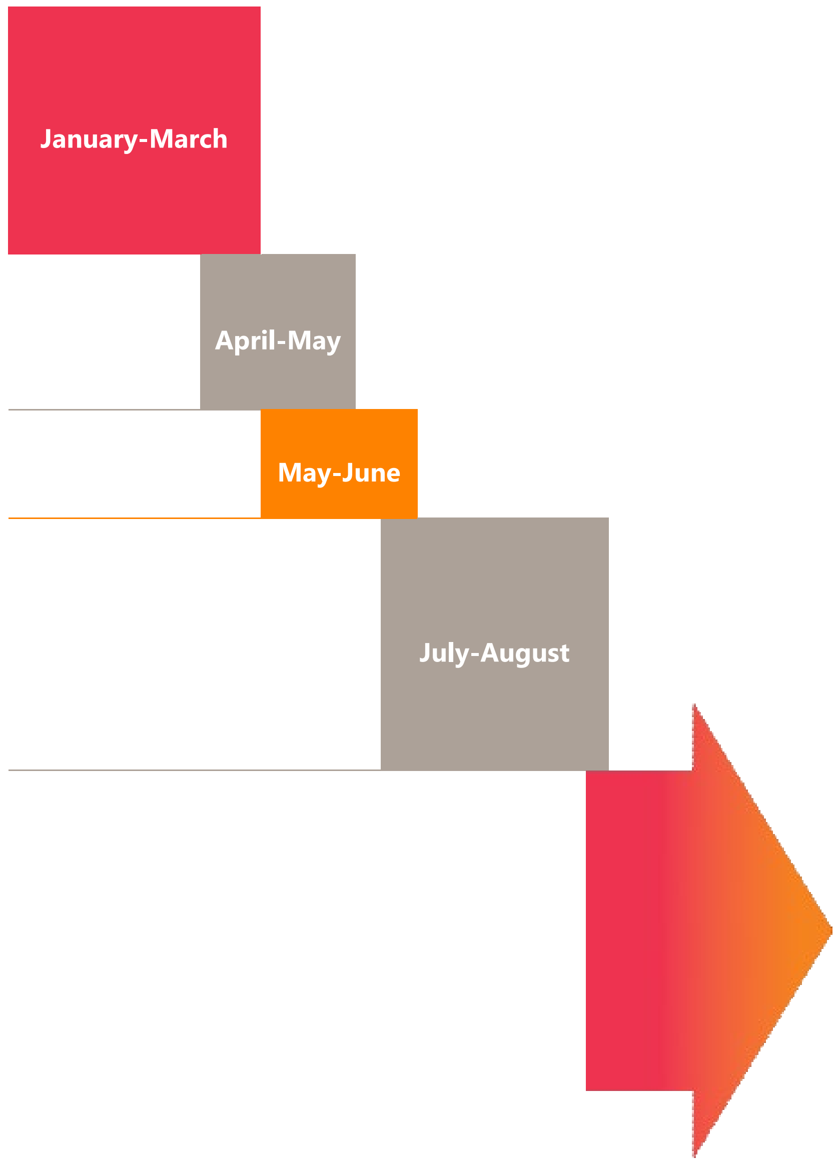
2024
Internal Leadership Interviews
Insight Analysis
Benchmarking
Program Reviews

Audit Report and
Preparation for Study
(if applicable)

Fundraising Agenda
Case for Support

Confidential Interviews
Engage Dx Survey
External Planning Considerations
Completion of Study and
Report Delivery

Board Presentations and
Leadership Buy-In
Goal Finalization
Case Refinement
Campaign Plan Development
Campaign Communications
Campaign Counsel



Area B | Campaign Preparation and Support

1. **Describe how your firm would assist the University with establishing and managing a viable campaign volunteer structure.**

   Gone are the days of staff driven campaigns. Today, the most successful campaigns leverage volunteer structures to deepen the connection those volunteers have to the university as well as to expand the reach of the organization. To build the most effective volunteer leadership structure for JMU's campaign that expands volunteer engagement for the University and individual units, we will engage both Advancement leadership and University leadership (VP, AVP, president, deans, and directors of development) on:

   - Building out a campaign volunteer leadership structure for both the overall campaign and individual colleges and units (if appropriate) that will enable JMU staff and campaign volunteers to work collaboratively to achieve the campaign's goals.
   - Creating position descriptions to use in recruiting campaign volunteers.
   - Designing campaign volunteer meeting agendas and formats that emphasize volunteers' active roles in the campaign, especially their work between meetings.
   - Helping JMU leadership and staff understand what is expected of them to enable campaign volunteers to be effective.
   - Developing tools to track and evaluate the effectiveness of campaign volunteer structures to determine if and when adjustments are required.
   - When appropriate, BWF often provides training for volunteers so that they are fully aware of their role and comfortable in their ability to help drive campaign success. We realize that not every campaign volunteer will be actively soliciting gifts, so we showcase how to embrace the unique skills and talents of each volunteer to have a positive and discernable impact on the campaign.

2. **Describe how your firm assists clients with developing strategies for identification, qualification and solicitation of major gift, principal relationship development, planned gift and corporation/foundation prospects.**

BWF's industry leading prospect development specialists will advise and assist you with expanding the number of qualified major gift prospects by:

- Facilitating principal gift and major gift strategy meetings to develop best-possible strategies and next steps for cultivation and solicitation
- Working with the prospect development team to increase the number of discovery meetings, new qualified prospects, and gift commitment objectives for fundraising staff
- Making sure you have measurable objectives and dates to meet them by for the prospect development program
- Fully implementing the results of the wealth screening and capacity analysis
- Expanding the breadth and depth of JMU's major gift prospect opportunities with corporations, foundations, and other organizations
- Building a prospect development pipeline that integrates prospecting, prospect qualification, cultivation, solicitation, and closing campaign gift commitments
- Monitoring the campaign prospect pipeline to identify gaps in prospects at various gift levels and developing strategies to fill those gaps
- Reviewing prospect availability to fund campaign strategic priorities and initiatives—including those at the college and unit levels—and determining strategies to deal with prospect gaps.

In our work as ongoing campaign counsel, BWF often participates in prospect strategy meetings. In those sessions we help develop and evolve strategies based on specific information we gleaned from donor interviews. While we will not break the confidences of the donors, we will help shape strategies to ensure that they are positioned for the best possible outcome.

3. **Describe how your firm would assist the University with developing and implementing a robust donor relations and stewardship program.**

Modern stewardship is a dynamic and multi-faceted component of leading fundraising programs. It begins with the underlying technical infrastructure and its utilization to assure timely and accurate gift entry, immediate acknowledgement, and comprehensive reports that drive more advanced stewardship strategies. Further, it entails a healthy pipeline of storytelling of myriad lengths and natures, spread across a dynamic mix of communication platforms, reinforcing the prevalence of philanthropy at JMU, and moreover its impact on students, the university, and the community. Finally, exceptional stewardship includes highly customized, one-to-one engagement of leading donors. Our team will work closely with JMU to assure the stewardship apparatus is functioning highly across each of these elements.

4. **Describe your process for reviewing and evaluating campaign counting policies.**

   We begin our review of campaign counting policies by utilizing the CASE standards as a starting point. We then assess unique aspects of the university's history and current circumstance that could impact campaign counting or donor stewardship, which may include factors such as athletics giving and ticketing, research funding, and deferred gifts, among other variables. In addition, we consider the relevant landscape and how JMU peers and aspirants are approaching campaign counting.

5. **Describe how your firm would assist the University with tracking progress, tracking action items and ensuring that campaign focus is maintained.**

   In partnership with JMU leadership, we will create a comprehensive campaign plan for JMU. As a part of this process, we will define campaign goals and objectives, including key financial benchmarks that will serve as guides. We will also advise on general strategy and outlining campaign phases, including the important roles and tasks for each phase, especially the leadership and major gifts phases. We will use the campaign plan to develop detailed work plans to guide the team's activity.

   BWF is also able to provide ongoing campaign counsel to serve as a hands-on partner dedicated to advancing your mission and helping you complete a successful campaign. We have stood in your shoes and understand that campaigns are exciting, complex, and demanding. We are here for you through it all. BWF offers you a team of resources ready to be engaged when the need arises. The lead consultant will be accessible and sensitive to the needs and time constraints of your campaign and will be supported by a project associate. As campaign counsel, BWF would implement a rigorous set of campaign monitoring protocols with JMU which include reporting and accountability measures to ensure that focus is maintained. If/when the firm feels that focus is waning, steps would be taken to ensure that the JMU team reengages and prioritizes activities which drive campaign success. If desired, BWF would provide this counsel through a hybrid delivery method that draws on a cadence of standing meetings conducted remotely as well as on-site, focused sessions with the JMU team.

6. **Describe the level of support your firm would provide to the Vice President of Advancement and Advancement senior leadership in managing the campaign, during the silent and public phases.**

BWF is able provide customized counsel for the Vice President of Advancement and Advancement senior leadership in, but not limited to, the following areas:

- Providing campaign progress assessments tailored to the executive team
- Facilitating discussions about emerging and urgent campaign activities
- Contributing to prospect strategy development discussions about principal and transformative gift prospects
- Acting as a sounding board when leadership encounters challenges related to campaign performance or execution
- Partnering with leadership to develop campaign updates and engagement opportunities to campus and volunteer partners
- Engaging in difficult conversations related to campaign performance or administrative challenges
- If desired, BWF has routinely provided coaching to members of the executive team related to leading the campaign and/or navigating campaign challenges

7. **Describe the support your firm would provide to the university president, senior leadership and academic leadership in their campaign role during the silent and public phases.**

BWF can provide support to the university leadership through joint meetings, training, and coaching for University leadership and staff in preparation for the campaign. The training and coaching could involve the following:

- Working with University leaders, campaign cabinet members, volunteers, and key University staff in campaign strategies, campaign messaging, and the donor engagement process
- Partnering with Advancement leadership to identify professional training needs and opportunities for University leadership, development staff, and volunteers to ensure a successful and positive campaign experience
- Working with JMU senior administrators on how to create and position their units' philanthropic agendas with campaign prospects
- Helping deans and other senior administrators structure and engage advisory councils and other volunteer groups in major gift fundraising
- Coaching deans and other senior administrators on how to work productively with their development staff
- Collaborating with Advancement on all staff professional development including additional consultants/outside speakers that may be added to drive effective organizational results

8. Describe the support your firm would provide to volunteer committees in their campaign role during the silent and public phases.

BWF is able to support volunteer committees through aiding in the creation of a campaign task force or steering committee as well as volunteer campaign training. We frequently present at meetings for key stakeholders and various groups, deliver targeted training on relevant topics, as well as provide meeting facilitation. Additionally, we help support peer identification and prospect review exercises and discuss with volunteers the nature of major gifts volunteer activation and their role in the process. Our services can also include event strategy.

9. Identify all deliverables your firm would provide for the Campaign and Support portion of this RFP.

As mentioned in previous sections above, deliverables may include the following, but will also depend on the needs of JMU:

- Defining campaign goals and objectives, including key financial benchmarks
- Determining general strategy and outlining campaign phases, including the important roles and tasks for each phase, especially the leadership and major gifts phases
- Providing a range of gift tables
- Designing national and local volunteer structures appropriate for each campaign phase
- Designing outreach initiatives to increase awareness about JMU's campaign priorities and initiatives
- Using the campaign plan to develop detailed work plans to guide activity
- Providing guidance on the creation and finalization of an organizational chart and budget for all areas of Advancement

10. JMU has identified their intent to launch the advance phase of this comprehensive fundraising campaign in July 2025. Describe in great detail your firm's plan and timeline for performing *Campaign Preparation and Support* in order to allow the July 2025 launch to occur.

The preparation will be defined by the outcomes of the campaign planning study and areas of greatest need. A formal plan and timeline will be provided upon stage initiation. As an approximate timeframe of objectives, August 2024 to July 2025 may involve the below:

- Board presentations and leadership buy-in
- Goal finalization
- Campaign plan development
- Portfolio preparation
- Prospectus refinement
- Case statement completion
- Metrics and dashboard development
- Unit and dean engagement
- Campaign communications
- Volunteer leadership formation
- Volunteer leadership training

Area C | The Public Phase

1. **Describe your process for developing successful activities or a series of activities for launching the campaign's public phase.**

   Fundamental to a successful campaign is a strategic communications plan. Such a plan provides a framework for implementation that ensures your resources are deployed wisely and your efforts will be proactive and integrated. To implement your strategies with intentionality and maximize the effectiveness of your efforts, BWF can provide you with customized campaign communications planning. The plan will serve as a foundational framework for key messaging, target audiences, communications vehicles and channels, sequencing, and timing—thereby providing a roadmap for your communications professional(s). This plan, while typically developed as part of the campaign preparation phase, can inform the efforts behind the activities for the campaign launch.

   Once the campaign communications strategy is established, the firm can partner with JMU on creating a vision for a campaign launch sequence that is authentic to the university and drives excitement about the impact of philanthropy. While BWF is not an event planning company, we routinely partner with such groups as we help bring campaigns to life. Our experience will help shape an events strategy that reflects the current appetite from donors regarding events and campaign kick offs.

2. **Describe your process for developing a plan to efficiently take the campaign to the university's constituencies in Virginia, the surrounding states, and around the country.**

   These efforts would be a fundamental component of the campaign communications plan developed during the preparation phase. During the public phase, BWF will work with your events team to develop and implement an events plan that builds on the campaign's core messages and celebrates the achievements and promise of the campaign. BWF can assist with the scripting, design, and marketing of each event to ensure continuity and a high probability of successfully reaching and engaging your target audiences. During the public phase, effective annual giving and digital engagement are a must. When successful, those avenues not only generate significant donor excitement and investment but serve as a catalyst for continued fundraising growth after the campaign's successful conclusion. BWF could provide counsel from our industry leading experts on annual giving and digital engagement to ensure that the actions JMU takes during the campaign's public phase serve as a springboard to an enhanced and expanded pool of base and leadership donors.

3. **Describe your experience with involving non-alumni constituents in the campaign – parents, student, faculty, staff and friends of the University.**
   For many campaigns, half of the philanthropic revenue will come from non-alumni sources. Campaign success hinges on the university's ability to excite those constituents and invite them to participate. BWF communications specialists have a wealth of experience with donor relations and stewardship. We will focus on your messaging to current donors by evaluating existing practices, comparing these with best and next practices in the industry, conducting research with donors, and evaluating staffing and programming for both communications and donor relations. In addition, our team of campaign consultants are well adept at helping our clients create engagement opportunities that bring non-alumni into the life and work of the university

4. **Describe your firm's experience with advising campaign communication strategies.**
   BWF has extensive experience providing campaign communications counsel and in developing campaign communications strategic plans for clients. We work with nonprofit organizations, colleges, universities, and medical centers to facilitate compelling messages targeted to the proper audiences using multiple channels. We've worked with clients undertaking campaigns ranging in size from a few million dollars to a few billion. Our work focuses on developing strong messaging that answers the "why" of each campaign, and in so doing drives targeted audiences to taking action conducive to campaign success.

5. **Describe your firm's experience with developing earned media placement strategies.**
   Our team has more than two decades of experience in earned media work, with placements ranging from hometown papers to national outlets like the New York Times, Chronicle of Higher Education, and CNBC. We bring a wealth of experience in writing the right pitches and targeting them to the proper media outlets for maximum impact and the best chance of success.

6. **Describe your firm's experience with integrating the annual fund with campaign fundraising efforts in ways that ensure continued annual fund success in the post-campaign period.**
   BWF takes a holistic approach to campaign planning to ensure that the entire advancement operation is levelled up and prepared for success throughout and long after the campaign. This includes the annual giving program, which receives special attention in planning projects from our annual giving and digital engagement team. Using their TEAM framework, they'll look at the Tools, Tactics, the donor Experience, Audience development practices, and Messaging. We help annual fund programs to ensure their resources are focused on aligning with the larger campaign objectives. The industry trend of shrinking donor participation is not a phenomenon that BWF accepts, and we are committed to partnering with our clients to grow participation and share the giving experience with an expanding audience to ensure the future of JMU philanthropy and for giving more broadly.

7. **Describe your firm's post-campaign process (analysis, assessment, final reports) to include recommendations for the next campaign.**

The post-campaign process will conclude all outstanding solicitations, make sure donors have been recognized and stewarded, celebrate the campaign's success, conduct a post-campaign evaluation (addressed in Area D), and set the stage for continuing to increase major and annual gifts in the years following the campaign.

Our post-campaign assessments explore the following:

- Measure attainment and program maturation elements related to campaign execution
- Highlight accomplishments and offer suggestions to build upon success
- Identify existing gaps/growth opportunities with suggested remedies
- Provide a high-level snapshot of readiness for the philanthropic work beyond the campaign.

To accomplish that our post campaign assessment ask the following:

- How has JMU increased its philanthropic sophistication because of the comprehensive campaign?
- How did the university track toward the financial and engagement goals established for the campaign?
- How was the culture of philanthropy nurtured during the campaign with internal and external partners and donors?
- What areas of the philanthropic enterprise deserve additional attention to capture unmet potential?
- What could the university focus its efforts on during the interim period between campaigns to ensure future campaign success?
- How will JMU employ analytics, data science, and technology to continue to drive growth beyond this campaign?
- Is the university poised to identify and deliver transformative ideas which drive transformative philanthropy?

8. **Identify all deliverables your firm would provide for the Public Phase portion of this RFP.**

   Projecting the absolute needs for public phase counsel can be difficult as the internal assessment, feasibility study, and leadership phase will all have substantial impact on the program and its immediate needs prior to the public launch. There are, however, a number of services that we frequently provide, often including:

   - Continued prospect development support to assure that portfolios, particularly of the major gifts officers, are optimally populated
   - Thought partnership in honing new priorities and institutional projects that emerge mid-campaign
   - Strategy and counsel in support of transformational mega gift opportunities that emerge mid-campaign
   - Amplification of communication and marketing to maximize storytelling around the impact of philanthropy and the campaign
   - Refining stewardship strategies, especially for principal and major donors
   - Consideration of further adjustments to goals and timelines depending on myriad factors, including fundraising progress, leadership transitions that may occur, and environmental factors
   - Particular focus on support and continued coaching for deans and units as the public phase tends to be a period for individual units to shine even as many colleges will seat new, first-time deans during the campaign
   - Planning and preparation for campaign wrap up and celebration

9. **Describe in great detail your firm's plan and timeline for performing fundraising consultation during the *Public Phase* of JMU's campaign.**

   Public phase fundraising counsel often closely mirrors that which is delivered during the leadership phase, with volume adjustments made as needed depending on circumstances. For example, some campaigns have established significant momentum and honed internal operations such that counsel may be slightly reduced during the public phase. It is also fair to note that other campaigns would not be considered optimized by the point of the public launch, even though overall fundraising may exceed 50–60% of the goal. In such cases, we are often asked to redouble our efforts in support of specific functional areas. From a scheduling standpoint, a series of regular, monthly meetings and work sessions would be envisioned, with one or more BWF counsel team members coming to campus in-person at least quarterly, and as often as monthly, depending on the wishes and needs of the client. As such with this variability, a formal timeline with tasks and objectives is built and refined based on the exact needs, budget and requested time allotment from JMU during the campaign.

Area D | Post Campaign Assessment

1. **Describe your process for assessing the strengths and weaknesses of a comprehensive campaign.**

   When reviewing the comprehensive campaign, it will be important to both identify learnings from the last campaign as well as assess the program with an eye toward the next campaign and program growth. The comprehensive campaign will have been a tremendous accomplishment and will be celebrated and savored. But this is also the time to recognize it was not the university's last campaign—there are even greater expectations for philanthropy at this vibrant and growing institution.

   JMU will leave this campaign with an elevated annual attainment rate—an important accomplishment. But maintaining philanthropy, and in fact growing it to new levels, will require larger gifts and will benefit from earlier, more comprehensive planning and preparation. One of the more important resources for this early start is knowledge about the strengths and challenges that went into and grew out of this campaign. A campaign assessment is the best means of harvesting what this campaign has to teach JMU, confirming its learnings, and preparing aggressively for the future.

   Our philosophy is to approach all campaign reviews and strategic planning as an opportunity to raise your overall major and leadership gift fundraising capacity for future fundraising efforts. A deep understanding of the momentum achieved during this campaign will be needed to set the stage for shaping the next campaign.

   We recommend the following four-step approach for JMU.

   - Campaign results review
   - Division optimization
   - Current position analysis
   - Roadmap

Campaign Results Review

The study will begin with a review of the completed campaign in order to understand the effectiveness of the university's major fundraising effort. It will not only build strongly around the work of the BWF data science team but will also include thorough cross-campus information gathering.

(D 1. Continued)

Information Gathering

Before we begin on-site work, we will provide development staff with worksheets in order to document and review the organization, structure, plans, programs, policies, and practices of advancement functions to help us understand the current organization and programs. The consulting team will work with JMU staff to create a chronology of the key documents and campaign milestones in order to measure results against set plans and targets.

Volunteer Leaders Interviews

As key leaders of the campaign, BWF will personally interview the key leaders for the campaign. The consulting team will also seek input from the officers of the board to understand their perceptions of the completed campaign, their evaluation of the effectiveness of the development programs, and their ideas for improvements.

University Leadership Interviews

BWF will meet with the president, university provost, and selected key university leaders. These one-on-one meetings will allow for input and insights into the strengths and weaknesses of the campaign. Since we understand that all time is precious for this important group of individuals, we will also use these meetings to understand their vision, goals, and ideas for an innovative future for JMU.

Finally, the review will seek input from each of the deans related to key fundraising units in order to gain their insights into the campaign, gather their opinions about the current strengths and shortcomings in program area, and discuss their role in seeking private gift support. It will be important to understand their previous experience before refocusing them on the future and next campaign.

Post-Campaign Analysis

BWF's state-of-the-art post-campaign gift and prospect analysis is a process in which we compare constituent engagement and capacity of the database to assess the production as well as opportunity left on the table of the completed campaign. The data science team creates a customized, rule-based algorithm to assess and determine which constituents are most connected with your organization. This allows BWF to narrow the thousands of constituents down to the most promising potential prospects and assess their commitment level during the campaign. Pairing the connection score with BWF's customized capacity, which is unique to your organization, provides a comparison of the entire capacity and connection for every living constituent.

(D 1. Continued)

The analysis allows your organization to assess the production of the campaign through an assessment of past giving trends, constituency involvement, production, and staff alignment. Projections for business-as-usual efforts with simulated returns are also provided for strategic decisions, such as optimizing portfolios or increasing officer activity for the next campaign.

We will request a file of all giving data from the campaign to analyze data about your constituency to assess:

- Untapped potential in the entire donor base
- Major gift officer staffing and production
- Cross-campus gift credits
- Giving by campaign priorities
- Multi-officer solicitation compared to size
- Regional giving trends
- Time in stages
- Budget for investing in development
- Key giving outcomes at all levels of the historic pyramid
- Newly acquired donors and their channels
- Projections to look to the future and see the reach of the next campaign

This analysis contains counts and percentages by key characteristics, overall giving trends, and geographic distribution.

A data specification document that defines the data content and format for the extraction will be provided. Using the same data analysis, we will collaboratively project giving trends for a time period determined by BWF and JMU. This analysis will look at the parameters influencing production to understand the key factors that could contribute to future fundraising. By looking at existing performance, portfolio composition, staffing levels, economic forecasts, and the effect of outliers, we will provide a statistical perspective to enhance the qualitative data in the post-campaign review.

Division Optimization

To understand the staffing and programmatic effectiveness throughout the campaign, the consulting team will evaluate the campaign by thoroughly reviewing programs and strategies executed during the course of the campaign. Additionally, looking forward, internal readiness for the next campaign is defined by the strength of each program. BWF will review the following areas within program area in order to thoroughly assess the program and develop the necessary recommendations to support long-term philanthropic capacity building. BWF will conduct the reviews via one-on-one interviews and small focus groups.

(D 1. Continued)

Structure and Organization

BWF will provide a cursory overview of departmental structure and budget, which will include office resources, number of employees, division of responsibilities among staff, team organization, and areas of focus. From this, BWF will identify areas for increased efficiency, productivity, and improvement from the campaign to the future.

JMU Culture of Philanthropy

JMU has utilized the campaign to create a culture of philanthropy—what will it demand to maintain it post-campaign? A strong and supportive culture is essential to an effective and efficient fundraising program. Not only does it influence day-to-day working efforts, but also retention and recruitment, which are both very important in today's talent market and will be essential to JMU's next campaign. Our talent and advancement organization expert will review the culture and professional success of JMU to make sure staff are appropriately positioned, supported, and developed by leadership. This portion of the review will be essential to combating the potential roadblocks of staff turnover/retaining key staff, academic leadership partnership, ever-growing fundraising needs, and expectations coupled with diminishing state and campus financial support.

Cross-Campus Coordination

Development and engagement, at their heart, are about storytelling. We understand that some of the best channels for outreach and communications are managed by others on campus or come from other divisions or schools. Our experience at BWF helps bring together campus partners with development and engagement to help drive the best content to the right audience, identify areas for multi-discipline giving, and create areas for effective and collaborative priority-setting between campus and academic leaders.

Development

The consulting team will look at the major program areas, including principal gifts, gift planning/planned giving, and major gifts to understand success, protocols, and untapped optimization. It will also be important to review the development programs by unit.

Annual Giving

Annual giving is a key element of a development shop and is essential to growing the donor pipeline through engagement. BWF's annual giving experts will review campaign segmentation; channels; and strategies for acquiring, renewing, and upgrading donors.

(D 1. Continued)

Corporate and Foundation Relations

Nationally, corporate and foundation sources account for a significant portion of gift support to higher education. The review will examine the strengths and shortcomings of the corporate and foundation efforts in the campaign to inform future efforts.

Alumni Relations and Giving

The review would also look at the investment in alumni engagement programs—in total, per alumnus, at the collegiate level, and the sources of the dollars spent on the alumni association and other alumni relations strategies. While the engagement aspect is key, we will also assess how we can improve and/or increase giving in these activities.

Board and Volunteer Leadership

BWF will assess the board structure, current membership, leadership group strategies, and philanthropic support at the university, unit, and/or college levels. Strong, diverse boards are important to leading and sustaining growth. BWF will also review development-focused volunteer leadership groups. In concert with the organization review of the board, BWF will assess the specific role of the board related to fundraising. A strong board is critical to growing and sustaining the fundraising progress. During this review, BWF will assess current board oversight, involvement, prioritization, and philanthropy.

Board Philanthropy

In concert with the organization review of the board, BWF will assess the specific role of the board related to fundraising. A strong board is critical to growing and sustaining the fundraising progress. During this review, BWF will assess current board oversight, involvement, prioritization, and philanthropy.

Communications and Philanthropic Brand

BWF will assess key programs and activities of the communications processes and vehicles as well as the overall campaign brand. Not only will we assess the quality of the engagement, outreach, and messages, but we will also look at the relationship impact and "marketability" of those messages and the reach of the vehicles used during the campaign. BWF can provide a baseline review of current communications efforts, covering topics such as key messages, actual elements and channels used, target audiences, and segmentation. Our informed, outside perspective will provide a broad overview of the strengths of your current communication efforts while identifying areas for improvement or additional opportunities.

(D 1. Continued)

Digital Engagement

A strong digital presence can extend the reach of a campaign while serving as a warming, engagement, or stewardship tool. BWF will assess the use of digital messaging and channels throughout the duration of the campaign. BWF will seek to identify organizational strengths, weaknesses, constraints, and opportunities for digital success. JMU seeks to continue to acquire extensive levels of new donors; digital engagement and acquisition will be key to this effort. The review will provide you with the insights to improve your digital results and sustain your newly acquired donors.

Advancement Services Functions Review

Infrastructure is the fuel that drives fundraising and campaigns. It is one of your organization's most valuable assets, yet many nonprofit organizations negatively impact fundraising by neglecting their internal operations. BWF systems and operations consultants will assess the current capacity and future potential of your fundraising business functions. This analysis focuses on the strategic priorities of philanthropy operations, its appropriate utilization of technology, and the staffing to inform strategy, technology, and related business processes.

Prospect Development

As part of the previous review, we will assess the development of the prospect base and formulation of major gift strategies. With an eye toward the future, we will review prospecting functions for efficiency and effectiveness and uncover any gaps in the processes, including prospect research, discovery, and prospect management efforts. We will also assess how previous trends were applied during JMU's most recent campaign to determine how current and future trends can be applied for innovative and proactive prospecting based on the environment.

2. **Describe your firm's experience with conducting post campaign assessments.**
   BWF holds over 40 years' experience guiding higher education institutions throughout every cycle in a campaign, including the post-assessment of a campaign. BWF conducts several post-campaign assessments per year. A few recent examples include Clemson University, Missouri State University, and University of Central Florida. Additionally, BWF and Arizona State University partnered together on a post-campaign assessment to better understand their campaign and where opportunities existed to improve future campaigns. You can read the full story here.

3. **Identify all deliverables your firm would provide for the Post Campaign Assessment portion of this RFP.**

BWF will thoroughly review all information gathered, consider the opportunities and challenges facing the university, and craft the best recommendations for guiding JMU to increased capacity for the next decade based on the results of the previous campaign. The recommendations will describe the steps the university should take to ensure immediate success and lay the groundwork for its next major campaign. Private gift support will be more and more important to the university and building a program capable of raising significantly more money in the decades ahead will be needed.

Data Analysis and Conclusions

Through this process, BWF will address the key growth considerations that will define the recommendations of the comprehensive assessment and influence maximum fundraising and external investment. We will explore each team, measure their strengths and any gaps, and make strategic recommendations for improving, adapting, or changing the situation.

Division Roadmap and Campaign Results

In addition to the conclusions on the successes and shortcomings of JMU's most recent campaign, we will also create a series of recommendations on next steps for the university to consider undertaking to build a stronger development program.

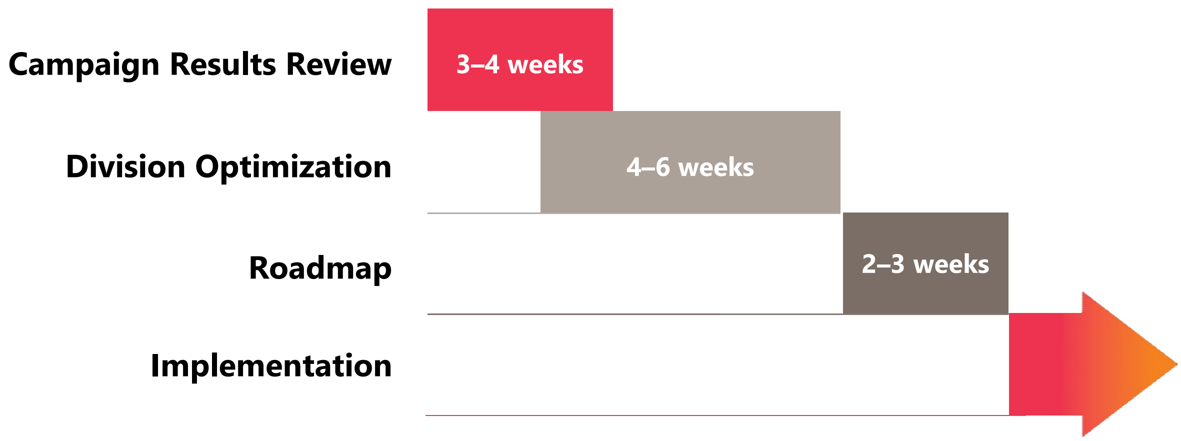
JMU will receive a concrete roadmap that will focus on fundamentals, innovation, and culture of philanthropy for the development team to advance, adapt, and optimize their fundraising operation. The data-informed findings and recommendations will leave the university with clear footing and a long-term capacity-building strategy. The report will also contain a timeline for action, including next steps for implementation.

Report Presentations

To prepare the JMU leadership to make decisions, we will:

- Review a report draft with foundation leadership to ensure the report is clear, accurate, and helpful
- Present key findings and recommendations to the engagement leadership team for their discussion and endorsement
- Provide webinar presentations for key staff constituencies to review program-specific findings and recommendations

4. **Describe in great detail your firm's plan and timeline for performing the Post Campaign Assessment.**
   Although it is not possible to predict with complete accuracy the length of the engagement, the timeline below is an indicator of how it should unfold. We understand JMU may have specific milestone goals and timeline needs; and therefore, we will adapt our methodology accordingly. BWF is able to begin the internal analysis and assessment immediately after the engagement agreement is finalized and will strive to adhere to the desired timeline of JMU.



Attachment A | Offeror Data Sheet

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 40 Months 1

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 #
The University of Memphis	4 years	Office of University Advancement, Administration Building, Room 331, Memphis, TN 38152	Joanna Curtis/ 901.678.5274
University of Idaho	1 year	Office of the Vice President, University Advancement, Hays Hall, 875 Perimeter Dr., Moscow, ID 83844	Ben McLuen / 208.885.6155
Coastal Carolina University	3 years	Atheneum Hall Alumni Center #112D, Conway, SC 29526	Diane Fabiano Sanders / 843.349.2848
University of Maryland College Park Foundation	2 years	Division of University Relations, 0132 Thomas V. Miller, Jr. Administration Building, College Park, MD 20742-5025	Jim Miller / 301-405-4568
Georgia State University	2 years	748 – 1 Park Place, P.O. Box 3984, Atlanta, GA 30303	Tabatha Michel / 404.413.5057
Georgia State University Foundation	4 years	One Park Place, South, Suite 533, Atlanta, GA 30303	Telly Scott McGaha / 404.413.3491

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

Bentz, Whaley, Flessner and Associates, Inc.

7900 Xerxes Avenue South, Suite 980, Minneapolis, MN 55431

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

[ ] YES [X] NO

IF YES, EXPLAIN:______________________________

Attachment B | SwaM Utilization Plan

Offeror Name: **Bentz, Whaley, Flessner and Associates, Inc.** **Preparer Name:** **Nicholas Perlick**

Date: **9/5/2023**

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date: ______________

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

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

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

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

businesses are also a small business enterprise.

<u>Micro Business</u> 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.

<u>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).</u>

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: Fundraising Consulting Services RFP#: DMS-1188 Date Form Completed: 9/14/2023

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

Offeror / Proposer:

Bentz, Whaley, Flessner and Associates, I.
Firm

7900 Xerxes Avenue South Suite 980
Minneapolis, MN 55431
Address

Nicholas Perlick / 952.921.0111
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)
N/A					

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

RETURN OF THIS PAGE IS REQUIRED

Company Sales | VASCUPP

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.

BWF had a total of $116,672.54 in sales during the last twelve months with Virginia Commonwealth University.

Proposed Cost

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2. Contractor shall include pricing for all products and services. Specify any associated charge card processing fees, if applicable, to be billed to the university.

The below fee table represents BWF's recommended approach for a comprehensive fundraising consulting partnership. For Areas B, C, and D, BWF reserves the right to increase rates up to 10% a year, but will maintain rates for the first 3 years. We look forward to refining the scope as we continue partnership conversations.

Tasks	Total Cost	Cost Occurrence
Area A | Campaign Readiness Audit and Feasibility Study		
Engagement Preparation	$5,678	One-time
Internal Leadership Interviews	$6,780	One-time
Giving Insight Analysis and Projections	$33,900	One-time
Benchmarking	$14,351	One-time
Program Optimization Reviews	$96,615	One-time
Assessment Analysis and Report	$38,646	One-time
Fundraising Agenda	$16,724	One-time
Case for Support (writing)	$13,560	One-time
Prospective Donor Interviews (40)	$24,295	One-time
Engage Dx Constituent Survey	$22,600	One-time
External Planning Considerations	$8,136	One-time
Analysis and Report Development	$12,430	One-time
Report Review and Presentations	$14,916	One-time
Area A Total	**$308,631**	One-time
Estimated Expenses		
Estimated Travel		To Be Determined

Tasks	Total Cost	Cost Occurrence
Area B | Campaign Preparation and Support per Year Cost (Leadership/Silent Phase)		
Comprehensive Campaign Plan	$20,905	One-time
Communications Plan	$32,318	One-time
Volunteer Structure and Committees	$37,290	On-going per year
Prospect Development Strategies	$16,950	On-going per year
Donor Relations and Stewardship	$42,940	On-going per year
Campaign Counting Policies	$30,510	On-going per year
Training and Coaching	$24,860	On-going per year
Ongoing Support and Counsel	$36,160	On-going per year
Estimated Expenses		
Estimated Travel	To Be Determined	

Tasks	Total Cost	Cost Occurrence
Area C | Public Phase		
Ongoing General Counsel	$54,240	On-going per year
Ongoing Annual Fund Counsel	$33,900	On-going per year
Ongoing Communications Counsel	$44,748	On-going per year
Campaign Wrap Up	$32,544	One-time
Estimated Expenses		
Estimated Travel	To Be Determined	

Tasks	Total Cost	Cost Occurrence
Area D | Post Campaign Assessment		
Engagement Preparation	$4,153	One-time
Leadership and External Interviews	$12,430	One-time
Post-Campaign Gift and Prospect Data Analysis	$33,900	One-time
Division Optimization		
Program Reviews	$68,930	One-time
Roadmap		
Analysis and Report Development	$27,572	One-time
Report Review and Presentations	$16,216	One-time
Area D Total	**$163,200**	One-time
Estimated Expenses		
Estimated Travel	To Be Determined	

Expenses incurred in performing services will be billed in addition to our consulting fees inclusive of travel costs. BWF's primary billing model is installment billing. The standard approach is 50% upon signature with the remaining due equally each month over the course of the contract. BWF is open to negotiating these terms during the contracting phase. BWF does not conduct milestone billing.

BWF Qualifications and Experience

Firm Expertise

For 40 years, BWF has provided full-service counsel to colleges, universities, arts and cultural organizations, hospitals and academic medical centers, faith-based organizations, and many other nonprofits. We help build strong advancement programs and execute successful campaigns for clients across the continent and around the world. The firm offers counsel and assistance for every step of the development process, including campaign planning studies and internal assessments, prospecting and donor relations, training and education, development operations and information services, annual giving, strategic communications, marketing, and ongoing counsel.

As one of the only comprehensive consulting firms, BWF's team of consultants has extensive background and experience in every facet of philanthropy. Our many specialists bring a depth and breadth of expertise that no other firm can offer.

Our Commitment to You

BWF is committed to developing a relationship with its clients that fosters transparency and open communication. As a trusted partner, we aim to be accessible and support needs that may arise. Our philosophy is based on maintaining and encouraging collaboration between our team and our clients. We believe good communication requires an ongoing exchange of information, ideas, and feedback to ensure the client is continually apprised of the progression of the engagement. The project's lead consultant will be responsible for effectively communicating project updates to the appropriate JMU contact and resolving any issues that may arise during the engagement. Each project is also assigned a project associate who will oversee the project work plan and effectively liaise between the client and the consultants. Our consultants will use various modes of communication and technological tools based on the task at hand.

Firm Values and Business Philosophy

Advance. BWF is a mission-driven organization that is committed to advancing nonprofit members and being generous citizens.

- **Sector Empathy.** Our work is driven by a desire to make things better for our clients and the nonprofit fundraising community.
- **Service Diversification.** We strive to meet the complete needs of fundraising organizations in terms of counsel, service, data, and technology.
- **Methodology.** We study how we can most effectively diagnose, advise, solve, support, change manage, and come alongside our client partners.
- **Community.** We are part of the ecosystem of fundraising. We build bridges with other service providers, we learn about current issues in our marketplace, and we share our knowledge to advance our community.

Discover. We are dedicated to finding "actually," using methodology, and collaborating with our partners to deliver the BWF way.

- **Collaborative Innovation.** We discover the new by intersecting perspectives—firm member experience, client perspective, industry developments.
- **Continuous Enhancement.** Innovation is never finished. We pursue what's next whether that is tweaking a current solution or creating a whole new space.
- **Thought Leadership.** We regularly communicate new innovation by highlighting the collaborative process and industry focus of our firm.
- **Brand Promise.** We are known as the firm on the cutting edge—not satisfied to conform clients to an orthodoxy, but to propel them to what is next.

Thrive. Our firm works daily to be the best place to work and build a culture that encompasses inclusiveness and character-first individuals.

- **We See Our Work Has Meaning.** When our clients are better than they were before. When the industry sees a sense of promise because of our work with them.
- **We See We All Have Value.** Organization structure and roles are necessary for effective companies. Regardless of role and also regardless of tenure, race, gender, identity, ability, or life circumstances, each person has value and is treasured by the company. The company is all of us.
- **We Meet Our Goals.** Doing what we said we were going to do. And encouraging each other to succeed.
- **We Celebrate.** When one of us succeeds, we all succeed. When we put each other's needs ahead of our own. When we do that extra thing to make BWF better. We have much to celebrate!

187458/NJP/sbm,

Request for Proposal

RFP# DMS-1188

Fundraising Consulting Services

August 3, 2023

REQUEST FOR PROPOSAL

RFP# DMS-1188

Issue Date:	**August 3, 2023**
Title:	**Fundraising Consulting 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 Two Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on September 5, 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: Dana Simmers, Buyer Senior, Procurement Services, simmerdm@jmu.edu; 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

____

____

____

By: ______________________________
(Signature in Ink)

Name: ______________________________
(Please Print)

Date: ______________________________

Title: ______________________________

Web Address: ______________________________

Phone: ______________________________

Email: ______________________________

Fax #: ______________________________

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

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

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

REQUEST FOR PROPOSAL

RFP # DMS-1188

TABLE OF CONTENTS

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 fundraising consulting services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for two (2) years with an option to renew for ten (10) 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 approximately 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 can be found at the following website: www.jmu.edu.

JMU's star is on the rise. Having recently moved into a higher research classification by the Carnegie Commission, JMU went from regional to national rankings, listed among the top 75 best public universities in 2022. In the same year, JMU intercollegiate athletics moved to the Sun Belt Conference and ranked nationally in FBS football. Consequently, name recognition is up and applications to JMU have increased 70 percent in the last three years.

Also in 2022, JMU successfully completed its second comprehensive fundraising campaign. *Unleashed*: *The Campaign for James Madison University*, was an eight-year campaign that raised more than $251 million from 63,976 donors. Donors' giving not only eclipsed the $200 million Unleashed goal 18 months early in March 2021, but also continued for the rest of the campaign in response to JMU President Jon Alger's call for more scholarships for more students and accounting for 25 percent over goal. Further information can be found at www.jmu.edu/give/unleashed/celebration.shtml

JMU is currently planning for its third comprehensive campaign. Assessment of *Unleashed*, indicates a ten-year $500 million goal is within reach. We anticipate starting the advance phase in July 2025. Additionally, the university is currently implementing Salesforce, an enterprise-wide CRM, and Advancement will be utilizing Affinaquest for gift processing/prospect management and Blackthorne for event management.

JMU has more than 162,000 living alumni, a majority of whom reside in the state of Virginia. At the end of June 30, 2023, the university received $27.4 million in charitable gifts (new commitments) and our donor base included 6,530 alumni. As of July, 2022, the university had an endowment of $123.4 million.

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 (JMU) seeks an experienced and qualified fundraising service provider that shall assist JMU with the development and implementation of a comprehensive long-range fundraising campaign, with a July 1, 2025 start date. The scope of work for this RFP will include the following four (4) components: Area A- Readiness Audit and Feasibility Study, Area B- Campaign Preparation and Support, Area C- The Public Phase, and Area D – Post Campaign Assessment. Different contractors may be selected to perform work for each of the identified components of this RFP.

Top ranked offerors will be scheduled for on-site oral presentations on November 1st-10th. Notification to selected offerors will be made with as much advance notice as possible.

Area A: Readiness Audit and Feasibility Study

Campaign Readiness Audit

The scope of the Campaign Readiness Audit includes assessment of JMU's current fundraising capabilities and its ability to undertake a successful comprehensive fundraising. The outcomes from a readiness audit include but are not limited to:

- Interviews conducted with JMU Advancement staff, selected JMU administrative and academic leaders, key JMU Foundation staff and board members, selected Board of Visitor members and key volunteers. Interviews shall be aimed at assessing the internal capacity and needs of JMU, which include analyzing personnel resources and functions and evaluating JMU's fundraising program and its ability to conduct a comprehensive campaign.

- Identifying training needs related to specific responsibilities and actions required of JMU's president and senior leadership, academic leadership, Board of Visitors, Advancement staff, campaign volunteers and JMU Foundation.

- Review of fundraising policies and procedures and gift acceptance protocol - including donor database and prospect system, donation recording and receipting.

- Evaluation of donor relations and stewardship programs.

- Analysis of selected peer institutions with similar fundraising histories and goals to provide comparative information for fundraising activities, budgets, staffing structure and institution-wide supporting resources.

- Evaluation of the following efforts:

    - principal giving
    - strategic (major) gifts
    - corporate and foundation giving
    - planned giving
    - annual fund
    - leadership giving
    - pipeline development

- Evaluation of campaign reporting.

- Comprehensive assessment of economic climate.
- Evaluating fundraising communication and marketing efforts including print, electronic, web and other media for internal and external audiences and their effectiveness.

1. Describe your firm’s approach to a pre-campaign readiness audit, including your recommended number of on-campus visits.
2. Identify and describe the key components that your firm recommends be included in a readiness audit.
3. Describe your firms experience with assessing the university’s reporting environment (tools, resources, requirements gathering and output) necessary to present information and track progress to multiple constituencies.
4. Describe the services your firm provides for improvement in areas that are deemed inefficient.
5. Identify all deliverables your firm would provide for the *Campaign Readiness Audit* portion of this RFP.
6. JMU has identified their intent to launch the silent phase of this comprehensive fundraising campaign in July 2025. Describe in great detail your firm’s plan and timeline for performing the *Campaign Readiness Audit* in order to allow the July 2025 launch to occur.

Feasibility Study

The purpose of the Feasibility Study is to test the JMU campaign case and fundraising goal.

1. Describe your firm’s process for reviewing the University’s case statement and making recommendations regarding the presentation of the case and stated fundraising priorities to those being considered for feasibility.
2. Describe your firm’s approach to a feasibility study. Include approximate timeframes, operating procedures and personnel resources.
3. Describe how your firm shall design and “customize” the feasibility study so that it will directly address the University’s particular needs.
4. Describe a typical feasibility study interview and how your consultant prepares for it.
5. Describe how your firm determines the number of face-to-face interviews needed for feasibility.
6. Describe how your firm identifies campaign volunteer leadership during the feasibility process.
7. In cases in which you are engaged to conduct both a feasibility study and a readiness audit, explain how the audit is linked to the study.
8. Explain how your firm links the feasibility study to campaign planning and preparation.

9. Within the past three years, identify cases where your firm advised any of your clients to reduce their initial goal, increase their initial goal, change/adjust case statement, change/adjust funding priorities or postpone the campaign.
10. Identify all deliverables your firm would provide for the Feasibility Study portion of this RFP.

11. JMU has identified their intent to launch the advance phase of this comprehensive fundraising campaign in July 2025. Describe in great detail your firm's plan and timeline for performing the *Feasibility Study* in order to allow the July 2025 launch to occur.

Area B – Campaign Preparation and Support

1. Describe how your firm would assist the University with establishing and managing a viable campaign volunteer structure.

2. Describe how your firm assists clients with developing strategies for identification, qualification and solicitation of major gift, principal relationship development, planned gift and corporation/foundation prospects.

3. Describe how your firm would assist the University with developing and implementing a robust donor relations and stewardship program.

4. Describe your process for reviewing and evaluating campaign counting policies.

5. Describe how your firm would assist the University with tracking progress, tracking action items and ensuring that campaign focus is maintained.

6. Describe the level of support your firm would provide to the Vice President of Advancement and Advancement senior leadership in managing the campaign, during the silent and public phases.

7. Describe the support your firm would provide to the university president, senior leadership and academic leadership in their campaign role during the silent and public phases.

8. Describe the support your firm would provide to volunteer committees in their campaign role during the silent and public phases.

9. Identify all deliverables your firm would provide for the Campaign and Support portion of this RFP.

10. JMU has identified their intent to launch the advance phase of this comprehensive fundraising campaign in July 2025. Describe in great detail your firm's plan and timeline for performing *Campaign Preparation and Support* in order to allow the July 2025 launch to occur.

Area C – The Public Phase

1. Describe your process for developing successful activities or a series of activities for launching the campaign's public phase.

2. Describe your process for developing a plan to efficiently take the campaign to the university's constituencies in Virginia, the surrounding states, and around the country.

3. Describe your experience with involving non-alumni constituents in the campaign – parents, student, faculty, staff and friends of the University.

4. Describe your firm's experience with advising campaign communication strategies.

5. Describe your firm's experience with developing earned media placement strategies.

6. Describe your firm's experience with integrating the annual fund with campaign fundraising efforts in ways that ensure continued annual fund success in the post-campaign period.

7. Describe your firm's post-campaign process (analysis, assessment, final reports) to include recommendations for the next campaign.

8. Identify all deliverables your firm would provide for the Public Phase portion of this RFP.

9. Describe in great detail your firm's plan and timeline for performing fundraising consultation during the *Public Phase* of JMU's campaign.

Area D – Post Campaign Assessment

1. Describe your process for assessing the strengths and weaknesses of a comprehensive campaign.

2. Describe your firm's experience with conducting post campaign assessments.

3. Identify all deliverables your firm would provide for the Post Campaign Assessment portion of this RFP.

4. Describe in great detail your firm's plan and timeline for performing the Post Campaign Assessment.

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 **eight (8) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

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

   c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total

proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.
No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

   d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

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

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

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the

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

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at http://www.jmu.edu/procurement) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

2. Employer's Liability: $100,000

3. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.*)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

    a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

    b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: ____

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 ten (10) 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. <u>SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE</u>:

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. <u>AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH</u>: 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. <u>PUBLIC POSTING OF COOPERATIVE CONTRACTS:</u> 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. <u>CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY</u>: 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. <u>INDEMNIFICATION</u>: 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. <u>ADDITIONAL GOODS AND SERVICES:</u> 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. <u>ADVERTISING</u>: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information *(and information derived from it)* that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code *(IRC)* and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information *(PII)*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

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

Contractor shall include pricing for all products and services.

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years______ Months________

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

   ____

   ____

   ____

   ____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [ ] NO
   IF YES, EXPLAIN:____

   ____

   ____

   ____

ATTACHMENT B

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

Offeror Name: ___________________________________ Preparer Name: ___________________

Date: ________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date: ______________

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: ___________________________________ Date Form Completed:_____________

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

Offeror / Proposer:

________________________________ ____ ________________________________
Firm Address Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No.__________

This contract entered into this__________day of_______________20____,by ______________________ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From__________________ through__________________

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposals dated ____________________:
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) List each addendum that may be issued

(3) The Contractor's Proposal dated ____________________and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations summary dated ____________.

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

CONTRACTOR:	PURCHASING AGENCY:
By:________________________________	By:________________________________
(Signature)	(Signature)
________________________________	________________________________
(Printed Name)	(Printed Name)
Title:______________________________	Title:______________________________

ATTACHMENT D

Zone Map

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

List of member institutions by zones

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

JAMES MADISON UNIVERSITY.

August 15, 2023

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: RFP# DMS-1188
Dated: August 3, 2023
Commodity: Fundraising Consulting Services
RFP Closing On: ~~September 5, 2023~~
September 6, 2023

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

1. Question: Whether companies from outside USA can apply for this?

   Answer: Yes, companies outside the USA may submit a proposal. However, as stated in the RFP, they do need to understand US Domestic Cultures.

2. Question: Whether we need to come over there for meetings?

   Answer: We would expect periodic onsite visits especially for the campaign planning study.

3. Question: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

   Answer: Yes

4. In reference to the RFP closing date:

   James Madison University has chosen to extend this solicitation closing date. The Request for Proposal will now close on Wednesday, September 6, 2023 at 2:00 p.m.

5. In reference to Section VI. EVALUATION AND AWARD CRITERIA, A., pg.8, Award

   Award Criteria has been modified to:

   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

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

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.

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

Sincerely,

Dana Simmers

Dana Simmers
Buyer Senior
Phone: (540-568-5113)

JAMES MADISON UNIVERSITY.

August 29, 2023

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	RFP# DMS-1188
	Dated:	August 3, 2023
	Commodity:	Fundraising Consulting Services
	RFP Closing On:	September 6, 2023

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

1. Question: Is JMU able to share a summary of the proposed comprehensive campaign priorities?

   Answer: We are currently developing our campaign priorities. We do know there will be a strong emphasis on scholarships, as well as several capital projects. Additionally, we just launched a big ideas proposal process aimed at informing potential campaign priorities, as well as strategic plan initiatives.

2. Question: Did JMU work with fundraising counsel for its most recent *Unleashed* campaign? Will JMU be requesting a proposal from your previous consultant(s)?

   Answer: Yes, and yes.

3. Question: Can JMU share the qualities you seek in a successful partnership with a consultant?

   Answer: Breadth and depth of experience in higher education fundraising, willingness to share honest feedback, knowledge about current and emerging trends.

4. Question: Has JMU established a specific budget for this project? Is JMU open to sharing the amount/range?

   Answer: We have not set a specific budget.

5. Question: What is the Board's role in propelling fundraising efforts? Overall, how experienced are members in raising funds? Are there any giving expectations set for Board members?

   Answer: The Board of Visitors plays an advisory role and are often helpful in opening doors and building connections. Their fundraising experience varies. There are not specific giving expectations.

MSC 5720
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Harrisonburg, VA 22807
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540.568.3145 Phone
540.568.7935 Fax

6. Question: What administrative/logistical support can JMU provide during the study (i.e., scheduling interviews, arranging local accommodations, etc.)?

   Answer: JMU can take the lead in scheduling interviews and coordinating accommodations in Harrisonburg. Consultants would be responsible for securing their out-of-town accommodations.

7. Question: Is there a preference given in Virginia-based fundraising consulting firms?

   Answer: No

8. Question: Benefactor Group is a certified Women's Business Enterprise through the Women's Business Enterprise National Council. Does this certification satisfy the evaluation criteria for participation of Small, Women-Owned, Minority (SWaM) Businesses?

   Answer: No. Companies must be SWaM certified by SBSD in order to receive points in the evaluation process.

9. Question: Regarding Area A, under Campaign Readiness Audit, can you clarify the evaluation of donor relations and stewardship programs? Would you need philanthropic evaluation or are you seeking more of a communications evaluation, perhaps with a donor? Clarity, we are hoping to understand if JMU is looking for a stewardship evaluation, which is more about communications with donors, or perhaps a donor relations evaluation, which would be more about how the department and how the program is ran.

   Answer: Communication with donors is what we would be wanting to evaluate.

10. Question: Regarding Areas B, C and D, can you confirm if you would like to see pricing for the individual services referenced or are you hoping to gain an understanding of experience and/or approach as phrased in these sections?

    Answer: Both pricing and experience.

11. Question: Regarding Area C, under the public phase. Number 3, can you clarify what is meant by involvement by non-alumni constituents? Are you referencing volunteers, fundraising, or how to communicate with a specific group?

    Answer: Communication an engagement of parents, friends of the university and strategies for engaging board members who are not alumni.

12. Question: Regarding Proposal Preparation and Submission, do you require an ink signature for the paper copies, or can the signature be printed?

    Answer: The "original" proposal needs to be physically signed or electronically signed, not a typed signature. A photocopy of signature on the requested eight (8) copies is acceptable.

13. Question: To what extent if at all would you like the Athletic Development to be part of the campaign readiness audit?

    Answer: Athletic Development would be included in campaign counting, so they should be engaged in the readiness audit.

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

Sincerely,

Dana Simmers

Dana Simmers
Buyer Senior
Phone: (540-568-5113)