



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7443

This contract entered into this 27th day of April 2026, by Riot of Colors LLC, 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 May 1, 2026 through April 30, 2027 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP SLD-1244 dated October 28, 2025
(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 - November 10, 2025
(e) Addendum No. Two - November 13, 2025
(f) Addendum No. Three - November 20, 2025
(3) The Contractor's Proposal dated December 2, 2025 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated April 27, 2026

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

CONTRACTOR:
Digitally signed by Christopher J. Moore
Date: 2026.04.27 13:42:14 -04'00'
By: Christopher J. Moore (Signature)
Christopher Moore (Printed Name)
Title: Creative Director

PURCHASING AGENCY:
By: Shanna L. Devers (Signature)
Shanna L. Devers (Printed Name)
Title: Lead Commodity Contract Officer

**RFP # SLD-1244, Digital Strategy, Design, and  
Engagement Services  
Negotiation Summary for Riot of Colors  
April 27, 2026**

1. Parties agree that items within this Negotiation Summary modify RFP# SLD-1244 and the Contractor’s response to RFP# SLD-1244 and that this Negotiation Summary takes precedence in conflict.
2. Contractor shall provide detailed project quotes (*number of hours to be worked, contracted hourly rates, deliverable(s) to be provided, timelines, total cost*) for the scope of work provided by the Purchasing Agency. The Purchasing Agency shall issue purchase orders in accordance with the project quote that shall authorize the Contractor to proceed with work. There shall be no work permitted under this contract without an agency issued purchase order. Any Purchasing Agency requested change(s) to the project scope of work that will institute a change in cost shall be addressed through an updated project quote and purchase change order; there shall be no increase to the project cost otherwise.
3. Contract pricing shall be in accordance with the hourly labor rates as shown below:

Executive Creative Director / Project Lead	\$65/hr.
Project Manager / Delivery Lead	\$50/hr.
UX & Communications Lead	\$65/hr.
Technical Lead / Senior Engineer	\$55/hr.
Front-End Developer	\$45/hr.
Accessibility Engineer	\$40/hr.
QA Specialist	\$35/hr.

4. The Purchasing Agency shall preapprove in writing all Contractor reimbursable travel associated with this Contract. Contractors billing for travel related expenses must invoice in accordance with the U. S. General Services Administration (*GSA*) for lodging, meals and incidental expenses at the time of travel, which can be referenced at:  
<http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.

Transportation for air travel and car rental will be paid at cost with Contractor providing a documented receipt to the University. Contractor shall book air travel and car rental to ensure expenses remain economical. Air fares shall be reimbursed for standard with no upgrades.

5. Contractor Invoicing:
  - a. Shall occur upon completion of work (*project progress invoicing is acceptable*).
  - b. Shall occur at the contracted hourly rate in quarter hour increments for the actual time that work was performed.

**RFP # SLD-1244, Digital Strategy, Design, and  
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6. Contractor has disclosed all potential fees. Additional charges will not be accepted.
7. Purchasing Agency shall own the rights to all code, documentation, and deliverables provided by Contractor under this contract with the format and repository for delivery begin mutually agreed to.
8. Contractor shall not require the University to sign additional order forms or agreements for work being done under this contract.
9. Contractor agrees that all exceptions taken within their initial response to RFP SLD-1244 that are not specifically addressed within this negotiation summary are null and void.
10. *Section VIII, U. "NONVISUAL ACCESS TO TECHNOLOGY"* of RFP SLD-1244 dated October 28, 2025 is hereby removed and replaced with the following:

**NONVISUAL ACCESS:** All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency or designee, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, Supplier must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3505 of the Code of Virginia.

11. The following language is hereby incorporated and made part of this contract:

**SECTION 508 COMPLIANCE:**

- a. **Compliance Requirement.** All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by any covered entity of the Commonwealth shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia.
- b. **Certification or Documentation.** For ICT delivered under this Contract that will be used by a covered entity of the Commonwealth or made available to the public, Supplier must certify that the ICT conforms with “accessibility,” as that term is defined in Virginia Code § 2.2-3501.

If the Supplier cannot certify full conformance of accessibility, the Supplier must provide:

- (i) Supplier-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and
- (ii) a Supplier-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.

**No Waiver of Supplier Obligations.** Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the covered entity of the Commonwealth may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Supplier’s obligations to comply with accessibility requirements and provide required certifications or documentation.

**REQUEST FOR PROPOSAL**  
**RFP# SLD-1244**

**Issue Date:** October 28, 2025  
**Title:** Digital Strategy, Design, and Engagement Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: From Date of Award Through One Year (Renewable)**

**Sealed Proposals Will Be Received Until 2:00 PM on December 3, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, SUBMITTED IN eVA, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Lead Commodity Contract Officer, Procurement Services, [deverssl@jmu.edu](mailto:deverssl@jmu.edu); 540-568-3131; (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:

Riot of Colors  
9610 Heather Green Drive  
Manassas, VA 20112

By:   
(Signature)

Name: Christopher Moore  
(Please Print)

Date: 12/17/2025

Title: Creative Director

Web Address: riotofcolors.com

Phone: 703-863-8138

Email: info@riotofcolors.com

Fax #: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 CM #2 CM #3 CM #4 CM #5 CM (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.**



RFP RESPONSE

# James Madison University RFP #SLD-1244

## Digital Strategy, Design, and Engagement Services

Submitted by: Riot of Colors (ROC)

SWaM Certification: 829175

Website: [www.riotofcolors.com](http://www.riotofcolors.com)

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## Executive Summary

Riot of Colors (ROC) is an award-winning, SWaM-certified, Small, Micro, and Minority-owned Virginia-based creative technology and design studio with extensive experience delivering accessible digital ecosystems, curriculum-driven learning tools, brand-forward interfaces, and public-facing platforms for government agencies, universities, museums, nonprofits, and major global brands.

Our work blends research-driven UX, universal design, accessible pedagogy, brand strategy, and high-performance engineering to create digital experiences that are intuitive, inclusive, visually compelling, and deeply engaging for learners, families, and educators.

We propose a modernized digital strategy and design partnership for the I'm Determined (IMD) Center—one that elevates accessibility, strengthens educational impact, clarifies navigation, and supports diverse learning styles.

Through a re-envisioned information architecture, accessible visual and brand design, improved editorial workflows, and a flexible component-based WordPress system, ROC will transform IMD's digital environment into a future-ready, user-centered, and visually unified ecosystem.

Our background spans interactive learning modules, youth engagement tools, immersive and multisensory interfaces, family-friendly content systems, digital curriculum pathways, multilingual experiences, and high-compliance public-sector platforms.

This blend of educational design, civic technology, and experiential digital product development positions ROC uniquely to support IMD's mission and expand its reach statewide and nationally.

We have worked with **National Geographic, Booz Allen Hamilton, the Prince William County Office of Elections, Google Public Sector Summit, the Hip Hop Museum (Bronx), EPA, FEMA, the Department of Defense, Ralph Lauren, Target,** and leading nonprofits to deliver brand-aligned, accessible, and transformative digital experiences that educate, inspire, and empower.

ROC is not simply responding to a scope—we are offering a strategic, collaborative partnership grounded in inclusive design, innovation, sustainable systems, and proven results.



# About Riot of Colors

**Riot of Colors (ROC)** is a multidisciplinary digital studio specializing in:

- User experience and learning-centered UI design that prioritizes clarity, cognitive accessibility, and multi-modal engagement.
- Accessible development (WCAG 2.2 AA + universal design) built for youth, families, educators, neurodivergent users, and diverse learning needs.
- Immersive and interactive technology including WebGL, Canvas, XR, motion-driven interfaces, and real-time visual environments.
- Instructional content design and digital curriculum pathways informed by educational best practices and self-determination frameworks.
- WordPress block-based architecture and modular component libraries engineered for sustainability, ease of editing, and long-term scalability.
- High-complexity public-sector websites and tools requiring transparency, governance, security, and strict accessibility standards.
- Brand identity, visual systems, and design language development that translate mission, personality, and audience needs into cohesive digital experiences.
- Content strategy, taxonomy, and information architecture that simplify navigation and support differentiated learning journeys.
- Interactive storytelling and multimedia design including video, motion graphics, augmented content, and narrative-driven educational tools.
- Data-driven UX, analytics integration, and continuous optimization to ensure platforms evolve alongside user needs.
- AI-assisted discovery and responsible innovation for search, content recommendations, and non-identifying learning insights.
- Print, digital, and environmental design systems that reinforce brand cohesion across platforms, events, and outreach materials.

## Our Unique Value

- Deep experience in education, civic engagement, disability advocacy, and public-sector UX.
- Advanced technical expertise in WordPress, custom block systems, learning modules, and front-end engineering.
- Portfolio spans global brands & government institutions, demonstrating both creativity and reliability.
- SWaM-certified Virginia small business, aligning with state procurement priorities.
- In-house development only—no subcontracting of core deliverables.
- Accessibility-first thinking, blending compliance, cognitive accessibility, and universal design.



## Company Information

**Company:** Riot of Colors

**Address:** 9610 Heather Green Drive, Manassas, VA 20112

**Website:** [www.riotofcolors.com](http://www.riotofcolors.com)

**Email:** [info@riotofcolors.com](mailto:info@riotofcolors.com)

**Phone:** 703-863-8138

**UEI:** ZBAZVWSJHCC6

**DUNS:** 129977469

**CAGE:** 9X5Y1

**SWaM Certification:** 829175

**SCC ID:** 11564919

**Primary Point of Contact:**

Chris Moore, President

[info@riotofcolors.com](mailto:info@riotofcolors.com) | 703-863-8138

# Relevant Experience

Below is a curated selection of ROC case studies demonstrating our ability to deliver accessible, educational, interactive, and high-engagement digital platforms aligned with IMD's mission.

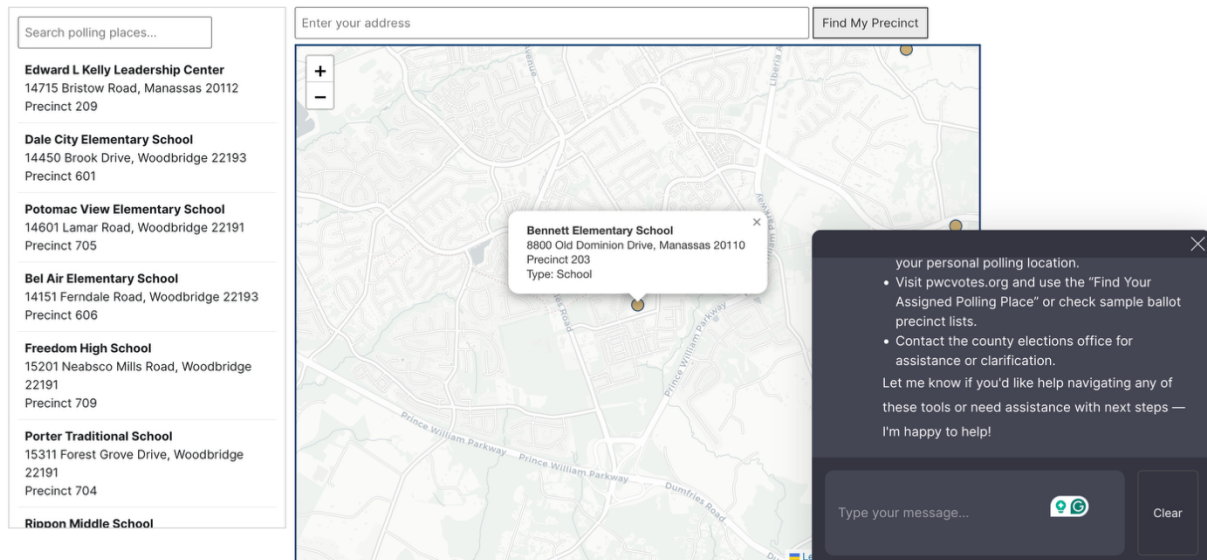
## Prince William County Office of Elections (2024–Present)

ROC redesigned the public-facing elections portal, focusing on ADA compliance, content clarity, and citizen usability. Key deliverables included:

- Fully restructured information architecture for readability
- Cognitive-accessible layouts and language
- Emergency communication and notification systems
- Multilingual readiness and structured taxonomies
- Custom Gutenberg blocks for deadlines, alerts, and real-time updates
- Ongoing maintenance, security, and UX enhancements

**Relevance:** Demonstrates ROC's ability to transform large public-sector content ecosystems into intuitive, accessible digital experiences.

### Find Your Polling Place



## Hip Hop Museum – BeatLAB (2025)

ROC developed **BeatLAB**, a next-generation interactive music exhibit for youth and families using WebGL and NFC interaction.

- Real-time audiovisual sequencer in a museum-grade engine
- Touch-based controls for accessibility
- Youth-friendly icons, color systems, and instructional cues
- Built-in accessibility and multi-sensory support
- Optimized for large crowds and long sessions

**Relevance:** Demonstrates ROC’s skill in youth engagement, universal design, and multi-modal learning environments.





## Google Public Sector Summit

ROC created digital event interfaces, multi-screen systems, and visual frameworks used by thousands of attendees.

- Accessible event navigation
- Multi-screen layout systems
- Real-time data integrations
- ADA-aligned typography and contrast
- High clarity for high-density informational environments

**Relevance:** Demonstrates ROC's expertise in designing accessible, scalable experiences for government and education audiences.





## Booz Allen Hamilton – Helix Center for Innovation

ROC developed multi-station interactive exhibits for The Helix, blending immersive technology with accessible educational design. Deliverables included:

- Real-time data visualization
- Touch-interactive storytelling
- 3D mapping prototypes
- AI-enhanced simulations
- Narratives for diverse literacy levels

**Relevance:** Demonstrates ROC’s ability to translate complex information into interactive, accessible learning modules—a core requirement for IMD’s digital curriculum pathways.





## National Geographic – Beyond the Frame

ROC designed immersive digital learning experiences for National Geographic, including **Beyond the Frame**, an interactive storytelling platform that brings iconic photography to life through layered educational content. Our work translated complex narratives into accessible, mobile-friendly modules that supported classroom use, gallery engagement, and self-directed exploration.

### Key Capabilities Demonstrated:

- Multi-layered narrative and curriculum-aligned content
- AR- and interaction-driven educational enhancements
- Accessible, responsive interfaces for youth and general audiences
- High-performance media delivery optimized for learning

**Relevance:** Demonstrates ROC's ability to turn rich educational material into intuitive, engaging, and accessible digital experiences—directly aligned with IMD's instructional goals.





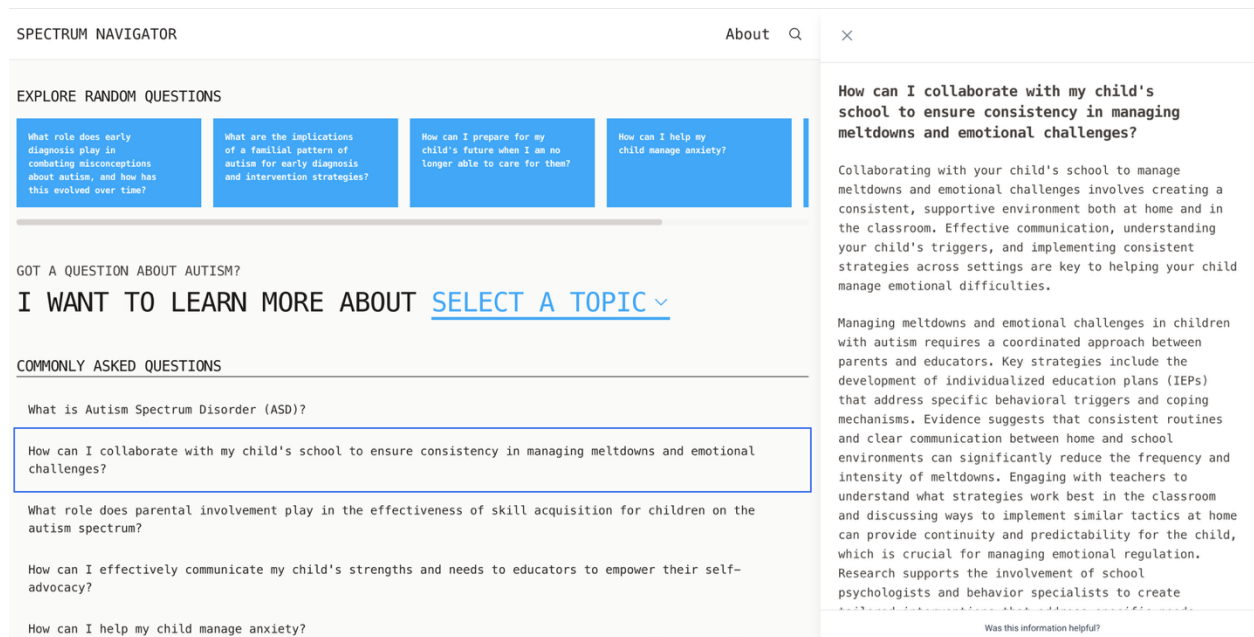
## Calm Bomb Collective – Spectrum Navigator

ROC designed and engineered **Spectrum Navigator**, a mobile-first, browser-based experience created specifically for autistic and neurodivergent users seeking gentle, structured emotional regulation support. Built with a deep understanding of sensory profiles and cognitive accessibility, the tool blends AI-assisted insights, universal design, and calming interaction patterns to help users better identify, express, and manage their internal states.

ROC developed a flexible, accessible interface supporting:

- AI-powered emotional pattern interpretation (non-identifying, device-side suggestions)
- Neurodivergent-friendly UX with predictable, low-load navigation
- Cognitive accessibility features, including simplified flows and clear visual hierarchy
- Sensory-friendly color palettes, grounded in evidence-based calming modalities
- Customizable feedback loops tailored for differing communication needs
- Gentle micro interactions designed to reduce overstimulation
- Mobile-first design for discreet, on-the-go use
- Privacy-first architecture, ensuring no personal data is stored or transmitted

Relevance: This project exemplifies ROC’s deep capability in designing digital tools for neurodivergent users—balancing emotional safety, minimal cognitive friction, sensory-awareness, and accessible UX patterns.





# Our Approach to IMD

Our goal is to equip IMD with a digital ecosystem that is intuitive, accessible, and designed to support every learner, educator, and family member who depends on it. We build platforms that are sustainable, adaptable, and ready to evolve as IMD's mission grows.

## A. Accessibility Beyond Compliance

ROC implements universal design anchored in:

- Predictable navigation patterns
- Multi-modal content (text, audio, visual, interactive)
- Readability + reduced cognitive load
- Support for neurodivergent learners
- Optimized keyboard / screen reader flows
- Mobile-first responsive accessibility

Accessibility is integrated from the first wireframe through final QA.

## B. WordPress Expertise

ROC will rebuild IMD on a **Gutenberg-native block system** designed to be:

- Lightweight
- Maintainable
- Editor-friendly
- Role-based controlled
- Accessible
- Cloud optimized (Pantheon compatible)

## C. Curriculum Pathways & Guided Journeys

Using IMD's existing content, ROC will design:

- Age-differentiated learning pathways
- Educator-ready sequences
- Activity-based modules
- Printable and downloadable supports
- Reflection and self-assessment tools



- Family-friendly support systems

## **D. Information Architecture & Governance**

We implement:

- Clear audience segmentation
- Revised content hierarchy
- Metadata and taxonomy framework
- Structured resource library
- Governance rules for long-term sustainability

## **E. Multilingual Support**

A scalable translation-ready structure enables:

- Multi-language expansion
- Right-to-left readiness
- Editor-friendly string management

## **F. Responsible Innovation & AI**

Optional enhancements include:

- Natural-language search
- Text simplification
- Personalized content recommendations
- Zero-storage, privacy-safe insights

No identifying user data is ever stored.



## Additional Services ROC Can Provide

Beyond the core redesign, ROC offers a suite of optional enhancements that strengthen IMD's long-term digital capabilities, improve accessibility, and expand instructional and creative impact. These services can be integrated during the initial build or added strategically over time as IMD evolves.

Optional enhancements include:

- **Custom illustration and youth-centered visual systems**  
Tailored graphics designed to support diverse learners, reinforce self-determination concepts, and create an inviting, emotionally supportive experience.
- **Accessible media production**  
Captioning, audio descriptions, optimized contrast overlays, ASL-supportive layouts, accessible video templates, and multi-format media packaging.
- **Photography and image strategy**  
Cohesive, mission-aligned imagery guidelines that reflect IMD's diverse audience—youth, families, educators, and statewide partners.
- **Sub-brand development & style guide refinement**  
Expansion or refinement of IMD's visual identity, including typography systems, iconography, color accessibility mapping, layout grids, and component design rules.
- **Animated explainers for activities, curriculum modules, or youth tools**  
Short, accessible animations that simplify instructions, reduce cognitive load, and make learning feel interactive and engaging.
- **Event, program, or campaign microsites**  
High-impact standalone sites to support institutes, conferences, youth summits, educator workshops, or statewide initiatives.
- **Interactive WebGL/Canvas-based educational tools**  
Light-touch digital interactives that reinforce core self-determination principles through play, exploration, and reflection.
- **Custom analytics dashboards for educator insights**  
Role-based reporting that visualizes module completion, resource engagement, search patterns, and accessibility trends—without collecting personal data.
- **AI-assisted curriculum structuring tools**  
Safe, non-identifying AI helpers that support IMD staff by rewriting content for clarity, generating activity sequences, or suggesting accessible variations of existing modules.

Together, these optional services provide IMD with a flexible, future-proof roadmap—ensuring the redesigned digital ecosystem can continue to expand, evolve, and inspire for years to come.



# Project Management & Communication

ROC ensures:

- A dedicated project lead (Chris Moore)
- Weekly status updates & issue logs
- Shared task boards
- Transparent timelines and clear deliverables
- Rapid response times (usually <24 hrs)

We collaborate closely with IMD program leadership, designers, educators, and youth advisors (if included).

# Training & Documentation

IMD receives:

- WordPress editorial training
- Digital + printable guides
- Optional video how-to tutorials
- Accessibility compliance documentation
- Component library documentation
- Technical infrastructure guide

# Support & Maintenance

Maintenance includes:

- Monthly security updates
- Accessibility regression testing
- Bug fixes + minor enhancements
- Analytics monitoring
- Consulting for future upgrades



## Team Bios

### **Chris Moore (Executive Creative Director)**

Emmy- and Webby-nominated Creative Director with 20+ years leading digital ecosystems for government, education, museums, and global brands. Chris specializes in inclusive UX, curriculum-driven design, and emerging technology, shaping experiences that are both instructionally sound and visually compelling.

His leadership spans high-profile environments—from redesigning civic platforms to architecting interactive youth experiences—and he has directed award-winning products for institutions such as National Geographic, Booz Allen Hamilton, Google, and the Department of Defense.

Chris brings a unique combination of design strategy, accessibility awareness, and technical fluency that ensures every digital decision aligns with user needs, learning outcomes, and long-term sustainability. He is particularly skilled at translating complex concepts into intuitive, student-centered interfaces and guiding interdisciplinary teams to deliver solutions that are polished, scalable, and mission-driven.

### **Sara Moore (UX & Communications Lead)**

Senior strategic communications professional and U.S. Army veteran with deep expertise in cross-agency coordination, instructional clarity, crisis communication, and youth- and family-facing content. Sara has advised SES and Flag-level leaders across the Department of Defense and DLA, shaping messaging, educational materials, and engagement strategies that reach diverse audiences with clarity and empathy. Her strengths include synthesizing complex objectives into accessible narratives and establishing content structures that support learning, consistency, and trust.

Sara ensures that every IMD pathway, resource, and interface communicates purposefully and supports a positive, empowering experience for youth with disabilities and the adults who guide them. She brings a sophisticated understanding of how language, framing, and content architecture impact comprehension, engagement, and learner confidence—particularly in sensitive or developmental contexts.

### **Ray Robertson (Technical Lead)**

A former Microsoft Senior engineer specializing in WordPress architecture, custom Gutenberg block development, cloud infrastructure, API integration, and secure, scalable educational systems. Ray has architected digital platforms for government agencies, nonprofits, and public-facing institutions requiring strict accessibility, reliability, and long-term maintainability. His engineering philosophy emphasizes performance,



editor usability, and modularity—ensuring non-technical staff can manage complex content with ease.

Ray brings extensive experience designing robust systems that support structured learning modules, curriculum pathways, interactive tools, and multilingual frameworks. His commitment to clean code, future-proofing, and accessibility ensures IMD receives a platform that is stable today and adaptable for years to come.

### **Mike Wabst (Accessibility Engineer)**

WCAG/508 specialist skilled in cognitive accessibility, screen-reader optimization, structured semantic markup, and rigorous accessibility QA. Mike is trained in evaluating digital products for users with diverse needs, including screen-reader users, keyboard-only navigators, neurodivergent learners, and individuals requiring simplified layouts or predictable interaction patterns. His audits and remediation workflows ensure full compliance with WCAG 2.2 AA while elevating the practical usability of every page and component.

Mike approaches accessibility as both a technical requirement and a moral imperative—focusing on universal design, equitable participation, and reducing barriers for learners of all ages. His work helps IMD meet and surpass accessibility standards, creating a more consistent, welcoming, and effective learning environment for youth, families, and educators.



# Hourly Rates & Estimated Hours

*(Totals excluded per instructions)*

<b>Role</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>
Executive Creative Director	\$95/hr	40
UX & Communications Lead	\$75/hr	60
Technical Lead / Senior Engineer	\$75/hr	140
Front-End Developer	\$55/hr	160
Accessibility Engineer	\$50/hr	60
QA Specialist	\$45/hr	45



# Timeline

## **Phase 1 – Discovery & Research (3–4 weeks)**

- Stakeholder interviews
- Content audit
- Curriculum analysis
- Analytics & accessibility audit
- Discovery brief + success criteria

## **Phase 2 – Information Architecture (3 weeks)**

- Revised navigation
- Audience segmentation
- Resource taxonomy
- Curriculum pathway structure
- IA diagrams

## **Phase 3 – UX + Visual Design (4–6 weeks)**

- Wireframes
- Learning module templates
- UI components
- Youth-friendly + accessible design language
- Mobile-first layouts

## **Phase 4 – WordPress Development (8–12 weeks)**

- Custom Gutenberg components
- Templates & structured fields
- Interactive tools
- Resource libraries
- Search + metadata

## **Phase 5 – Accessibility + QA (3–4 weeks)**

- WCAG 2.2 AA review
- Screen reader testing
- Keyboard-only navigation
- Cognitive accessibility testing

## **Phase 6 – Content Migration & Launch Prep (3 weeks)**



- Migration scripts
- Manual cleanup
- Redirect mapping
- SEO + performance optimization

## **Phase 7 – Deployment & Training (1–2 weeks)**

- Launch on Pantheon
- Training sessions
- Documentation handoff
- Post-launch monitoring



## Why ROC is the Ideal Partner

- **Deep experience in youth-, disability-, and public-sector UX**  
ROC has spent decades designing systems for audiences with diverse cognitive, sensory, and accessibility needs. From educational pathways to civic portals to neurodivergent-centered tools, we understand how to build digital experiences that respect developmental differences, reduce cognitive load, and support successful user outcomes.
- **Proven ability to simplify complex ecosystems into intuitive journeys**  
Whether structuring government election data, organizing scientific content for national museums, or developing curriculum-like pathways for global organizations, ROC excels at transforming dense information into clear, navigable, youth- and family-friendly experiences.
- **Expertise in accessible learning and interactive educational modules**  
Our work spans digital curriculum design, reflective learning tools, AR/VR-enhanced storytelling, and interactive museum exhibits. We specialize in turning instructional intent into accessible, multi-modal learning interfaces that engage youth while supporting educators and families.
- **Innovation balanced with safety, clarity, and sustainability**  
ROC integrates new technologies—AI-assisted search, immersive media, natural-language navigation, WebGL, and interactive tools—without creating barriers or unnecessary complexity. Our solutions prioritize longevity, ease of maintenance, and responsible technology use aligned with IMD’s mission.
- **SWaM-certified Virginia business.** As a Virginia-based minority-owned small business, ROC brings local investment, regional understanding, and procurement alignment while offering enterprise-grade capabilities typically found in larger agencies.
- **In-house designers, developers, and accessibility specialists**  
All strategy, UX, engineering, and accessibility work is completed by ROC’s core team. This ensures consistency, accountability, faster communication cycles, and a unified design and development philosophy from discovery to launch.

ROC brings creative excellence, technical rigor, and mission-driven empathy to every engagement—designing with intention, building with care, and empowering organizations whose work shapes the lives of learners, families, educators, and communities.

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 3 Months 4

- 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 #
Prince William County Office of Elections	1 yr	9250 Lee Ave Suite 1, Manassas, VA 20110	Thalia Simpson 703-792-6470
Arroyos & Foothills Conservancy	1 yr	301 E Colorado Blvd, Suite 320, Pasadena, CA 91101	Maya Wali Richardson
Booz Allen Hamilton	1 yr	901 15th St NW, Washington, DC 20005	Allison Miller (703) 902-5000
The Hip Hop Museum	6 mos	585 Exterior St, Bronx, NY 10451	Kyle Greenberg (347) 454-2793
Eaton Canyon Nature Center	1 yr	1750 N Altadena Dr, Pasadena, CA 91107	Karen Mateer (626) 398-5420

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

Christopher Moore 9610 Heather Green Drive, Manassas VA 20112

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Sara Moore 9610 Heather Green Drive, Manassas VA 20112

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Ray Robertson 9610 Heather Green Drive, Manassas VA 20112

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Mike Wabst 9610 Heather Green Drive, Manassas VA 20112

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

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT B

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

Offeror Name: Riot of Colors Preparer Name: Christopher Moore

Date: 12/2/2025

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

If yes, certification number: 829175 Certification date: 09/2023

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: 829175 Certification date: 09/2023

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

If yes, certification number: 829175 Certification date: 09/2023

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

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

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

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

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

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

**RETURN OF THIS PAGE IS REQUIRED**

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

Procurement Name and Number: RFP# SLD-1244

Date Form Completed: 12/2/2025

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

Offeror / Proposer:  
Riot of Colors  
 Firm

9610 Heather Green Dr, Manassas, VA 20112  
 Address

Christopher Moore 703-863-8138  
 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, a SWaM Sub-contractor Reporting Form shall be submitted to [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu))*

**RETURN OF THIS PAGE IS REQUIRED**



# Proposal Signature Page

This page serves as the official signature page for Riot of Colors' proposal submitted in response to:  
**James Madison University – RFP #SLD-1244**  
**Digital Strategy, Design, and Engagement Services** Riot of Colors hereby acknowledges receipt of the following addendums issued by James Madison University:

- Addendum One
- Addendum Two *CM*
- Addendum Three

By signing below, the authorized representative affirms that all information provided in this proposal is accurate, complete, and submitted in good faith. Riot of Colors agrees to all terms, conditions, and requirements outlined in the RFP and referenced addendums.



---

Christopher Moore / Executive Creative Director  
Printed Name & Title

---

Date



# Request for Proposal

## RFP# SLD-1244

**Digital Strategy, Design, and Engagement  
Services**

**October 28, 2025**



**REQUEST FOR PROPOSAL**  
**RFP# SLD-1244**

**Issue Date:** October 28, 2025  
**Title:** Digital Strategy, Design, and Engagement Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: From Date of Award Through One Year (Renewable)**

**Sealed Proposals Will Be Received Until 2:00 PM on December 3, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, SUBMITTED IN eVA, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Lead Commodity Contract Officer, Procurement Services, [deverssl@jmu.edu](mailto:deverssl@jmu.edu); 540-568-3131; (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)

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 # SLD-1244*

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Digital Strategy, Design, and Engagement Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for 4 (four) 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](http://www.jmu.edu).

The Virginia Department of Education's *I'm Determined Center* provides direct instruction, models, and opportunities to practice skills associated with self-determined behavior. This center facilitates youth, especially those with disabilities, to undertake a measure of control in their lives, helping to set and steer the course rather than remaining a silent passenger. For more information about special education programs and services in Virginia, visit the VDOE Web site at <https://www.doe.virginia.gov/programs-services/special-education>.

The *I'm Determined Center* focuses on providing direct instruction, models, and opportunities to practice skills associated with self-determined behavior beginning at the elementary level and continuing through the student's educational career. The self-determined student knows how to set and achieve goals and has a greater understanding of personal strengths and how to get support for areas of need. A hallmark of the self-determination is the "Aha Moment": the point when the student, educator, and/or parent see how the development of these skills leads to improved academic and personal outcomes. This center facilitates youth, especially those with disabilities, to undertake a measure of control in their lives, helping to set and steer the course rather than remaining the silent passenger. Teachers report seeing the "Aha Moment" in their students to be one of the greatest rewards of their career.

Participating schools have access to a suite of *I'm Determined* tools designed to assist educators, students, and families in strengthening self-determination skills. These tools—including Student Rubric for IEP Participation—expand opportunities for goal setting, choice making, problem solving, and self-awareness. Formative assessments are used to identify areas of need that can be explicitly taught, supported, and embedded within intentional learning experiences. These opportunities empower students to take an active role in their education and to develop competence, autonomy, and relatedness—fostering personal well-being, self-determination, and the capacity to navigate life's transitions in a productive manner that promotes continuous growth and development.

The *I'm Determined Center* has been funded by the Virginia Department of Education since its inception in 2005. JMU's T/TAC (which the *I'm Determined Center* was previously housed within) facilitated the rebuild and redesign of the *I'm Determined* website in 2008 ([www.imdetermined.org](http://www.imdetermined.org)). This website upgrade has allowed the project to grow from nine (9) pilot school sites in 2005 to over 70 school divisions in Virginia and over 30 states across the nation using/accessing our materials. In 2018, *I'm Determined* rebuilt the site again, introducing a new logo and branding which incorporates a space theme. Accessibility updates, a modern aesthetic, and a more robust search feature helped this next iteration house and showcase the

resources and tools freely available to youth, educators, and families. This update continued to expand its reach well beyond Virginia and even the US.

The website has a great foundation to build from; one we are not looking to rebuild. Future iterations should incorporate our current foundation and help showcase the audiences (youth, families, educators) as heroes. New site visitors should be able to easily understand the basics of self-determination, and explore without confusion, while experienced visitors should know how to dig deeper based on where they currently are. Ideas to do this include guided user journeys, educational modules, and better curated resources.

### **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**

- A. JMU seeks a qualified and experienced firm that can provide Digital Strategy, Design, and Engagement services on an as-needed basis to the University. Specifically, this company shall have the equipment, processes, personnel, and knowledge to provide an accessible, feature-rich online environment for current and future University projects.
- B. Thinking through content strategy and user experience will be key to getting the website to the next level, and accessibility is paramount with any updates or changes that will be made. Some ideas for future digital strategy, design, and engagement projects include, but are not limited to:
- Accessibility audit of all videos and resources to meet and exceed compliance standards, including the addition of language translations for our most utilized resources
  - A solution such as a separate landing page or website for the organization of IMD's media, including film, educational material, podcasting, and lectures
  - New ways of showcasing our audiences utilizing self-determination skills, strategies, and *I'm Determined* tools and resources
  - Solutions that allow audiences to learn about self-determination in an interactive and guided way, which could include modules, guidance through curated resources, and more
  - Solutions for the growing educator community to network and share ideas and resources
  - Solutions, such as a map with pins, that allows visitors to see where *I'm Determined* tools and resources are being utilized and practiced
  - Content strategy that allows visitors to have a more interactive experience
  - Possibilities of utilizing Ai solutions that help visitors get more out of our tools and resources
  - Brand strategy that unifies all of our communications outlets (web, social media, video, newsletter, email)
  - Incorporating revitalized, intentional visual layouts that build upon and enhance our existing brand identity.

The above listing is not a guarantee of projects and will be determined at the sole discretion of the university.

- C. Offerors shall provide detailed responses to the following:
1. Provide an executive summary of your firm including office locations, years in business, personnel information (e.g. number of employees, expertise, resumes) and services offered.
  2. Provide the resume and contact information of a primary point of contact for the University.
  3. Specify any work that your firm subcontracts out and the names of the subcontractors.
  4. Contractors shall not proceed with work under a resulting contract without a University-issued purchase order. Describe the process the University would follow to request a project quote.
  5. Describe your firm's process for determining the time/hours needed for a University project. Specify all information that will be provided on a project quote.
  6. Describe how project timelines will be determined and communicated to JMU clients. Describe your firm's process for adhering to timelines.
  7. Describe your firm's customer service model.
  8. JMU is required to comply with Title II of the Americans with Disabilities Act and Virginia's Information Technology Access Act. See <https://www.jmu.edu/accessibility/digital-accessibility/title-ii/index.shtml> for more information.
    - a. Describe your firm's ability to develop technology and applications that comply with Title II of the Americans with Disabilities Act and Virginia's Information Technology Access Act.
    - b. Describe your firm's experience in developing applications that are accessible for all levels and types of disabilities.
    - c. Provide examples of previous and/or current work demonstrating knowledge around accessibility standards.
  9. Describe internal efforts that ensure dedication to accessibility needs and responsiveness to correct reported issues (e.g. personnel training and credentials, accessibility team, issue reporting mechanisms and treatment).
  10. Describe the documentation offered for University projects.
  11. Describe the support provided during the implementation of new or updated applications.

12. Provide examples of completed digital strategy, design, and engagement work to include:
  - a. Previous project(s) related to special education and/or educational services
  - b. Previous project(s) completed for higher education
  - c. Previous project(s) showing examples of front and back-end sides of applications and unique solutions.
13. Describe your firm's experience developing customized back-end management systems.
14. Describe the plan for maintaining open communication during project work with the relevant university client.
15. Describe any additional services that your firm can offer to the University. Specify additional costs and/or hourly rates in *Section X, Pricing Schedule* of this solicitation.
16. Describe your firm's ability to provide training sessions to educators for created applications. Indicate whether this training can be provided in-person and/or via webinar. Specify additional costs in *Section X, Pricing Schedule* of this solicitation.
17. Describe your firm's ability to present innovative ideas for application updates/creation. Include details on branding strategy experience.
18. Describe the escalation process that JMU will follow in the event that problems are discovered with application(s) after its launch. Describe how your firm would resolve problems within application(s) to ensure customer satisfaction (*i.e. code issues, bugs, etc.*). Provide an explanation of any costs that the University would incur in *Section X, Pricing Schedule*.
19. Describe how your firm would propose to assist the University with service and maintenance of application(s).
20. Describe the application security features for data.
21. Describe your approach to test and production environments.
22. The University occasionally explores opportunities for hosting applications external to the university. Describe hosted and data storage services. Specify additional costs in *Section X, Pricing Schedule*.

## 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.**

**ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).**

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. **ELECTRONIC SUBMISSION:**

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at [eVACustomerCare@DGS.virginia.gov](mailto:eVACustomerCare@DGS.virginia.gov).
- ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
- ii. **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 Section V.4.f. below.
- iii. 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.

- iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
- 2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

- 3. 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.
- 4. 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. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. 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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	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	<u>15</u>
	100

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

## VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

2. To Subcontractors:

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

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://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](http://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](http://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.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## 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 via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate;

however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) .**
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 or [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) .** 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 or [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu).**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves

the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. WORK ESTIMATES: The contractor shall furnish the agency with a written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and any other charges agreed to in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. At the agency's sole discretion, a purchase order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor shall submit invoices only for completed work.
- T. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of

incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

U. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (<http://www.section508.gov/>). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

V. **STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job

site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

- W. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

## **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.

- A. Contractor shall provide a list of all labor category(ies) and the associated hourly rate(s).
- B. Provide costs associated with training services.
- C. Provide costs associated with hosting and data storage services.
- D. Provide all other costs including incidentals, travel, and miscellaneous fees that would apply.

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 E: SWaM Sub-contractor Reporting Template (Separate Excel Attachment)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years \_\_\_\_\_ Months \_\_\_\_\_

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

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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, a SWaM Sub-contractor Reporting Form shall be submitted to [swamreporting@jmu.edu](mailto:swamreporting@jmu.edu) )*

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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



November 10, 2025

**ADDENDUM NO.: ONE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1244**  
Dated: **October 28, 2025**  
Commodity: **Digital Strategy, Design, and Engagement Services**  
RFP Closing On: **December 3, 2025 at 2:00 p.m. (Eastern)**

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

1. James Madison University will be closed November 24<sup>th</sup> through November 28<sup>th</sup>. For the avoidance of doubt, the last day to submit questions for this RFP will be November 19<sup>th</sup>, by end of day.

2. *Question:* What is the anticipated budget or budget range for this RFP?

*Answer:* There is no set budget outlined for this solicitation.

3. *Question:* Who is the current vendor providing these services?

*Answer:* The University awarded a contract to Forum One Communications Corporation in 2019.

4. *Question:* What was the budget for the last two years' expenditures on [www.imdetermined.org](http://www.imdetermined.org)?

*Answer:* The university is not required to provide budget information, however historical spend can be determined at <https://eva.virginia.gov/>.

5. *Question:* How frequently will JMU issue project requests or purchase orders under the resulting contract?

*Answer:* This is unknown.

6. *Question:* Is this contract intended specifically for the I'm Determined Center and its digital properties, or will it serve as an on-call agreement available to other JMU departments?

*Answer:* Any resulting contract(s) will be made available to other JMU departments for use.

7. *Question:* Is the incumbent vendor eligible to bid on this RFP?

*Answer:* Yes.

8. *Question:* Reference Page 22, Section X, Pricing Schedule. Is there a pricing schedule template to use for the submission? If not, would JMU prefer that the offeror provide their own?

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

*Answer:* The university does not have a pricing template for this RFP. Offerors are responsible for determining the format of their proposal submission, provided it complies with all stated requirements.

9. *Question:* Reference Page 22, Section X, Pricing Schedule, “The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of JMU falls within Zone 2.” Will other departments at JMU have access to this contracted price list to procure additional products and services outside of the scope of IMD’s requirements?

*Answer:* Yes, other departments at JMU will have access to any resulting contracts and their price lists to procure additional products and services outside of the scope of IMD’s requirements.

10. *Question:* Reference Page 2, Section IV, Statement of Needs. For translation services, which languages are prioritized or most requested by your users?

*Answer:* This will partly be decided by future focus groups and polling to see what translations would be most desired, but at this moment, we anticipate these languages as possibilities: Spanish, Arabic, Kurdish, Korean, Urdu, Vietnamese.

11. *Question:* Reference Page 1, Section II, Background. Confirm that [www.imdetermined.org](http://www.imdetermined.org) is hosted on Pantheon and uses the WordPress Content Management System, version 6.8.

*Answer:* Yes, this is correct.

12. *Question:* Reference Page 1, Section II, Background. Are there existing user personas, journey maps, or UX research findings we can review?

*Answer:* This information is not available.

13. *Question:* Reference Page 2, Section IV, Statement of Needs, Item C, Question 22. Can JMU provide the monthly traffic analytics for users, downloads and pageviews for [www.imdetermined.org](http://www.imdetermined.org) to assist with hosting estimates?

*Answer:* Below are the analytics for the past three (3) months.

August - Unique Users: 7,792 | Views: 29,431 | Downloads: 6,224

September - Unique Users: 8,323 | Views: 27,554 | Downloads: 7,266

October - Unique Users: 9,092 | Views: 27,132 | Downloads: 6,442

14. *Question:* Reference Attachment E. Please confirm Attachment E “SWaM Standard Reporting Template” is to be used after award of a contract and is not part of our proposal submission.

*Answer:* Correct, this template is to be used following any resulting contract awards.

15. *Question:* What content management system and hosting platform currently power [www.imdetermined.org](http://www.imdetermined.org) and will the selected vendor manage ongoing maintenance/hosting, or focus solely on design and engagement updates?

*Answer:* [www.imdetermined.org](http://www.imdetermined.org) uses Pantheon for hosting and WordPress for Content Management. The selected vendor will manage ongoing maintenance/hosting, also focusing on design and engagement updates.

16. *Question:* Is JMU open to evolving or modernizing the I'm Determined brand and its current "space theme", or should updates remain within the existing visual identity?

*Answer:* I'm Determined is not open to evolving the brand but rather looking for new ways to utilize the brand. I'm Determined would prefer to stay true to the current brand as much as possible for the current work and updates should remain within existing visual identity.

17. *Question:* Approximately how many pages, videos, and resources currently exist across the site to be audited for accessibility or translation?

*Answer:* ADA Title II requires all content to be accessible. Part of this process will be going through all existing content and deciding what is not accessible and the level of effort required for each resource. This will allow us to decide what to keep, what to increase accessibility, and what is already meeting the standards. Because this work needs to be completed, it is difficult to approximate quantities needed.

18. *Question:* For new functionality such as interactive showcases, guided learning modules, and utilization maps, does JMU prefer fully web-based modules embedded within the existing site, or modular applications integrated via APIs?

*Answer:* Current web solutions are web-based - Wordpress custom blocks and add-ons. We are open to solutions that are most effective, simple to maintain, and user-friendly, whether they are web-based or modular applications.

19. *Question:* For the guided learning modules, should they support quizzes, progress tracking, or SCORM-compliant content compatible with LMS platforms?

*Answer:* Quizzes and progress tracking are desired, but SCORM compliance is not necessary at this time.

20. *Question:* For the networking solutions, please confirm this refers to web-based collaboration tools (forums, shared calendars, resource sharing) rather than campus IT infrastructure, and indicate whether integration with Canvas, MyMadison, or SSO is expected.

*Answer:* Yes, this refers to web-based solutions. The website is not connected to campus IT infrastructure.

21. *Question:* Beyond WCAG 2.2 AA compliance, does JMU require accessibility validation reports or third-party testing documentation as part of final deliverables?

*Answer:* This is not required but is acceptable to include.

22. *Question:* The RFP mentions potential AI-driven features. Could JMU clarify what use-cases are envisioned (e.g., accessibility enhancement, content personalization, analytics) and any related data-handling restrictions?

*Answer:* This is something that we are not extremely familiar with and were hoping to hear ideas from potential vendors. One possible solution could be something that helps website visitors find what they are looking for by asking questions using natural language instead of a typical search and filter solution. In any case, personal data should not be saved.

23. *Question:* Does JMU expect the selected vendor to assist with long-term content strategy and information architecture (taxonomy, tagging, content governance) as part of the engagement?

*Answer:* Yes.

24. *Question:* Should vendors include options for secure managed hosting and maintenance, or will all hosting remain within JMU's IT infrastructure? If vendor-managed, are there data-sovereignty or backup requirements?

*Answer:* Hosting does not reside on JMU's IT infrastructure, so vendors will be responsible for ensuring a reliable solution.

25. *Question:* How does JMU plan to measure engagement success or learning outcomes, and should vendors include analytics implementation or performance dashboards?

*Answer:* Measuring engagement success/learning outcomes will be discussed with the awarded vendor. Potential vendors should include recommendations for analyzing data to drive decision-making.

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

Sincerely,



Shanna Devers, CUPO  
Lead Commodity Contract Officer  
Email: [deverssl@jmu.edu](mailto:deverssl@jmu.edu)  
Phone: (540-568-3131)



November 13, 2025

**ADDENDUM NO.: TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1244**  
Dated: **October 28, 2025**  
Commodity: **Digital Strategy, Design, and Engagement Services**  
RFP Closing On: **December 3, 2025 at 2:00 p.m. (Eastern)**

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

1. *Question:* Reference Page 2, Section IV Statement of Needs “A solution such as a separate landing page or website for the organization of IMD’s media, including film, educational material, podcasting, and lectures.” Would the vendor need to leverage Cascade as the content management system, or would we be free to propose additional technologies to achieve this goal?

*Answer:* The vendor would leverage features and plugins available in Wordpress. I’m Determined’s website is not part of JMU’s Cascade system.

2. *Question:* Reference Page 1, Section II Background “guided user journeys, educational modules, and better curated resources”. Can you elaborate on whether these should be custom-built solutions, third-party integrations, or if JMU has a preferred technology stack?

*Answer:* Preference would be given to utilize Wordpress features and possibly some third-party integrations. We are not looking for custom-built solutions at this time.

3. *Question:* Reference Page 3, Section IV Statement of Needs, Item C, Number 10 “Describe the documentation offered for University projects.” Are there minimum requirements for documentation quality/format, or does JMU have preferences?

*Answer:* JMU does not have a preference or requirement at this time but is interested to learn what documentation would be available from vendors to support university projects.

4. *Question:* Throughout the RFP, the term “applications” is reference in relation to updates, creation, and support needs. Can you confirm whether “applications” in this context refers specifically to the main website and its associated features, or if it also includes other standalone applications, portals, or custom software?

*Answer:* Yes, this refers to the main website and associated features.

5. *Question:* Reference Page 22, Section X Pricing Schedule. Regarding pricing, since there aren't pre-determined initiatives under the digital strategy, design, and engagement umbrella, can we simply provide you with our labor categories and rates vs pricing out the project?

*Answer:* Yes, vendors should provide pricing with labor categories and rates as indicated in the RFP. Pricing out the project is not required.

6. *Question:* What was the catalyst for this solicitation?

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

*Answer:* We are seeking to replace the current contract that has a final expiration date of April 30, 2026.

7. *Question:* Do you have any key metrics/KPI's you are looking to hit? What does success look like?

*Answer:* It is our hope that our audiences will be able to successfully utilize the tools and resources on the website in order to increase opportunities for practicing self-determination skills.

8. *Question:* What is the relationship between JMU and this program?

*Answer:* The I'm Determined Center is headquartered at JMU.

9. *Question:* What are the most common accessibility issues currently encountered?

*Answer:* Currently there are minimal accessibility issues, but the standards are being raised which may have an impact on some of the tools and resources that are currently available on the site.

10. *Question:* Are there specific user personas or audience segments you want to prioritize in the guided journeys and modules?

*Answer:* Our three primary audiences are Youth with disabilities, their Families, and the Educators who support them. Guided journeys and modules will be instrumental in helping any of these audiences get more out of our site and resources.

11. *Question:* What is the expected frequency and format for educator training sessions?

*Answer:* We are hoping to have asynchronous educator training opportunities, guided journeys, and/or modules available when the educator needs them. As educators gain knowledge and begin practicing self-determination skills in their classrooms, they can request our team's services for training and technical assistance. Because it is request-based, there is no set frequency.

12. *Question:* Are there specific security certifications or standards required for hosted applications?

*Answer:* This is unknown.

13. *Question:* Is there a preference for on-premises vs. cloud hosting?

*Answer:* Preference would be cloud hosting, as the Center is not equipped to house hosting servers.

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

Sincerely,



Shanna Devers, CUPO  
Lead Commodity Contract Officer  
Email: [deverssl@jmu.edu](mailto:deverssl@jmu.edu)  
Phone: (540-568-3131)



November 20, 2025

**ADDENDUM NO.: THREE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1244**  
Dated: **October 28, 2025**  
Commodity: **Digital Strategy, Design, and Engagement Services**  
RFP Closing On: **December 3, 2025 at 2:00 p.m. (Eastern)**

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

1. *Question:* For language translations and multimedia accessibility (captioning, transcripts, etc.) should vendors budget for those services, or will JMU coordinate that internally?

*Answer:* We have handled some of these in-house or with other vendors, as well as utilizing past website vendors for this work. The university is interested in learning what offerors' capabilities are.

2. *Question:* Are the "digital strategy, design, and engagement" services expected to include content production or video/multimedia development, or will the university handle content creation internally?

*Answer:* Content production and development is not included in the expectations of a website vendor and will be handled internally.

3. *Question:* Do you currently have educational courses or materials that would be the basis for digital versions of these modules or will the curricula need to be developed?

*Answer:* The curricula will need to be developed using tools and resources that currently exist on our website.

4. *Question:* What does "exceeding compliance standards" mean to you in terms of accessibility?

*Answer:* Basic compliance often leaves members of our audience out. I'm Determined wishes to be an example of what accessibility *can* be, especially when taking universal design principles into consideration, and the wide range of abilities represented in the disability community. It means that we don't stop at the minimum standards, but instead do what is reasonably within our ability to be sure that anyone wanting to access our content can.

5. *Question:* Are there any custom plugins/modules or themes we should be aware of?

*Answer:* Plugins are used on the site, and custom blocks within a Wordpress theme.

6. *Question:* Do you have documented information architecture (sitemaps, content models) for the current site, or would part of this engagement be to create/refresh that?

*Answer:* No.

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7. *Question:* What analytics tools are currently in use (Google Analytics, Tag Manager, Hotjar, etc)?

*Answer:* Google Analytics

8. *Question:* Do you already track conversions or key actions (downloads, video views, signups), or is defining those part of the new project?

*Answer:* We track basics that are included with Google Analytics.

9. *Question:* Has any accessibility or usability testing been done recently for the site?

*Answer:* Accessibility is reviewed for all new content developed for the site, however some legacy resources need accessibility updates.

10. *Question:* Are there specific requirements for implementing complex User Roles or Content Approval Workflows within WordPress?

*Answer:* No.

11. *Question:* Are there specific requirements for the number or type of custom page templates (beyond standard WordPress capabilities) that need to be developed or maintained?

*Answer:* No.

12. *Question:* Is there a requirement to integrate or maintain a Staff Directory or a Faculty Directory function within the website?

*Answer:* Yes, our team directory is part of the site and we would like this maintained.

13. *Question:* Are there requirements for specific content editing features or tools beyond the native WordPress editing environment?

*Answer:* No.

14. *Question:* Does the current or future scope of work require management or display functionality for center or campus Events? If so, what level of Calendar integration is necessary?

*Answer:* We currently display events as their own detail pages with no calendar integration.

15. *Question:* Is a specific feature set required to ensure optimal Printer Friendly Pages for resources or educational content?

*Answer:* No.

16. *Question:* Please confirm if responsive design (ensuring optimal viewing across all devices) is a mandatory requirement for all new design work and enhancements.

*Answer:* Yes, responsive design is necessary.

17. *Question:* Will the Offeror be responsible for creating or maintaining a user-facing sitemap and/or ensuring the optimization of XML sitemaps for search engines?

*Answer:* This is unknown.

18. *Question:* Does the Center require assistance or specifications regarding the integration and configuration of Google Analytics or other web analytics tools?

*Answer:* The university is open to recommendations.

19. *Question:* Are there specific form building tools or integration requirements (beyond standard WordPress plugins) for data collection and submission?

*Answer:* No.

20. *Question:* Is there a need for integration with a help desk or support Ticketing system?

*Answer:* No.

21. *Question:* Since security requirements for hosted applications are unknown, what is the required Service Level Agreement (SLA) uptime guarantee percentage for the proposed cloud hosted environment?

*Answer:* This is unknown.

22. *Question:* While Digital Strategy services are requested, are there explicit expectations or deliverables related to Search Engine Optimization (SEO) implementation or Search Engine Marketing (SEM)/Promotion strategy?

*Answer:* No.

Signify receipt of this addendum by initialing "*Addendum # 3*" on the signature page of your proposal.

Sincerely,



Shanna Devers, CUPO  
Lead Commodity Contract Officer  
Email: [deverssl@jmu.edu](mailto:deverssl@jmu.edu)  
Phone: (540-568-3131)