



COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract No. UCPJMU4648

This contract entered into this 28th day of June 2016, by Ruffalo Noel Levitz, 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 June 28th, 2016 through June 27th, 2017 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 FDC-895 dated April 1, 2016:
 - (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 1, dated April 19, 2016
 - (e) Modifications to Terms and Conditions as detailed on page 28 attached hereto
- (3) The Contractor's Proposal dated April 20, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated June 23, 2016.

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

PURCHASING AGENCY:

CONTRACTOR:
By: Mary Noel
(Signature)

By: [Signature]
(Signature)

Mary Noel
(Printed Name)

Doug Chester
(Printed Name)

Title: Director of Accounting

Title: Buyer Senior



**RFP # FDC-895, Admissions Geodemographic Research Services
Negotiation Summary for Ruffalo Noel Levitz, LLC**

6/23/16

1. Pricing shall be in accordance with the revised pricing schedule (attached).
2. Ad hoc data requests will be handled on a case-by-case basis. They are typically built on a four-market model. Additional markets or models can be added for a nominal fee, which will be agreed upon at the time of the request.
3. As an agency of the Commonwealth of Virginia, James Madison University makes payment(s) in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
4. Contractor's billing for travel related expenses must be in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals, and incidentals expenses at the time of travel. They can be referenced at <http://www.jmu.edu/financemanual/procedures/4215mie.shtml>
5. Contractor rescinds confidentiality for the entire proposal, dated April 20, 2016 and subsequent negotiations with the exception of the following
 - a. Contractor's proposal, section 4, Offeror Data Sheet - page 18
 - b. Contractor's proposal, section 6, Experience with VASCUPP Member Institutions, - page 20

Pricing Schedule

7) Proposed Cost

We are committed to working with you to develop a delivery and billing schedule that best fits your immediate needs and fiscal realities. Per the university's request, this pricing is valid for the initial one-year agreement and will be extended to subsequent one-year renewal periods (up to four). Note: A multi-year agreement can be cancelled at any time by providing 60 days advance written notice to Ruffalo Noel Levitz. **Note that travel expenses for on-site consultations are additional and will be billed as incurred.** Pricing and terms are valid for **90 days**.

Develop up to four models to further inform your search purchases

Search predictive modeling	<i>Cost per year</i>	\$14,800
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- Build up to four (4) predictive models based on JMU's unique characteristics
- Append demographic data
- Assess what geographies comprise JMU's distinct markets and determine the geographic composition of primary, secondary, tertiary, and outlying markets
- Receive a comprehensive Excel workbook containing the model breakdowns and the demographics by both ZIP code and individual high school
- Three (3)-year historical inquiry, applicant, and enrollment counts for each ZIP and high school
- Evaluate primary market travel and determine "best potential" new markets
- Up to four (4) on-site campus consultations in support of the search model

Qualify your NRCCUA list purchases before you purchase a single name

SMART Approach	<i>Cost per year</i>	\$9,000
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- Analyze data from your previous enrolled classes and indicators collected from NRCCUA
- Develop a predictive model specific to JMU to rate names in NRCCUA database by statistical probability to enroll
- Score a NRCCUA simulation database and provide JMU with the highest scoring records and the entire NRCCUA database for the future year
- Append your purchased selection with modified data allowing NRCCUA to deliver updated data to JMU
- Assist with planning segmented search strategies and with making plan refinements as necessary
- Consulting support via phone, webinar, or email

Implement a historical inquiry-to-enrollment model to predict future student enrollment behavior

Forecast <i>Plus</i> for Student Recruitment	<i>Cost per year</i>	\$21,200
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- Build a predictive model for your inquiry pool
- Provide a data control and cleaning tool
- Analyze data from previous inquiry pools and enrolled classes, as well as data we provide (see next entry)
- Add appended socio-economic data to each student record for additional analysis and targeted recruiting
- Develop a custom predictive model to statistically rate each student in the pool by likelihood to enroll
- Provide Forecast*Plus* Web Portal (FWP) access for scoring additional inquiries
- Assist with developing a segmented follow-up plan for cutting costs and concentrating efforts based on the scores
- Remain in contact with you to fine-tune changes in strategy and to monitor model performance
- One (1) on-campus consulting visit with remote support as needed throughout the year

Pricing Schedule

Optional services

Support JMU's predictive modeling services with a dedicated Enrollment Consultant

Recruitment consultations	Up to six (6) additional on-site consultations (<i>Cost per visit</i>)	\$12,000
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- Develop clear and measurable marketing/recruitment goals
- Develop strategies to implement those goals
- Develop detailed action plans that outline how each strategy will be implemented and evaluated for effectiveness

For each two-day visit, your consultant will provide an estimated 40 hours of service, including visit preparation, document review, time on site, and follow-up report generation. Your consultant will also remain available as needed between visits for any necessary consulting and support via webinar, conference call, and/or email. No other firm provides this level of extensive, informative, and regular contact.

- A pre-visit agenda and phone call for each consultation
- Up to two days on site for each consultation
- Consultation entrance and exit briefings with senior leaders
- Comprehensive follow-up reports after each visit
- Between-visit correspondence via phone, email, and web conference

Ability to provide ACH processing

Ruffalo Noel Levitz is willing to accept ACH (electronic deposit) payments; however, we prefer not to accept payment via credit card.

Complimentary 2016-17 Ruffalo Noel Levitz event registrations

First and foremost, we serve as educators and seek to provide professional development and the transfer of knowledge for all levels of university personnel. In addition to on-site training during the project, acceptance of this proposal also includes **up to three (3) complimentary registrations** to any Ruffalo Noel Levitz workshop or conference in 2016-17 including our National Conference on Student Recruitment, Marketing, and Retention held this year in Dallas, Texas, July 26-28, 2016. Please visit our [website](#) to view details and locations for all upcoming workshops and events.

Admissions Geodemographic Research Services

RFP # FDC-895

Presented to:

James Madison University

Doug Chester, VCO
Senior Buyer, Procurement Services

Due: 2pm EDT, Tuesday, April 26, 2016

Prepared by:

Leigh-Ann Nowicki
Vice President & Consultant
Leigh-Ann.Nowicki@RuffaloNL.com
800.876.1117

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NOEL LEVITZ



Proposal Organization

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1) Proposal Form

REQUEST FOR PROPOSAL RFP # FDC-895

Issue Date: April 1, 2016
Title: Admissions Geodemographic Research Services
Issuing Agency: Commonwealth of Virginia
 James Madison University
 Procurement Services MSC 5720
 752 Ott Street, Wine Price Bldg.
 First Floor, Suite 1023
 Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 p.m. on April 26, 2016 For Furnishing The Services Described Herein.

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

All inquiries for information and clarification should be directed to: Doug Chester, VCO, Buyer Senior Procurement Services, 540/568-4272 (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: Ruffalo Noel Levitz, LLC

1025 Kirkwood Pkwy SW
Cedar Rapids, IA 52404

By: 
 (Signature in Ink)
 Name: Janene Panfil
 (Please Print)
 Title: Sr. Vice President

Date: 4/20/16

Phone: 800-876-1117

Web Address: RuffaloNL.com

Fax #: 319-626-8388

Email: Janene.Panfil@RuffaloNL.com

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 a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Rev. 12/9/15 (Previous Rev 8/18/15) LMF

Executive Summary

Ruffalo Noel Levitz is pleased to respond to James Madison University's (JMU) Request for Proposal (RFP) for Admissions Geodemographic Research Services. It is our understanding that you are seeking research services to help maximize marketing efforts, including search mailings and travel, and to help increase enrollment in the key areas of transfer students, underrepresented ethnic groups, and out-of-state students. Specific goals for this project include:

1. Accept no more than 70 percent of freshman applications.
2. Maintain or increase the current number of out-of-state applicants.
3. Matriculate out-of-state students at a 23 percent or higher rate.
4. Increase the percentage of male applicants by 10 percent over a three-year period.
5. Ensure that at least 25 percent of the freshman class is comprised of minorities, reflecting Virginia's minority population.
6. Ensure that 20 percent of the entering students are either first generation or low income.
7. Increase the percentage of Science, Technology, Engineering, and Mathematics (STEM) applicants by 8-10 percent over three years.

By strategically pinpointing students with Ruffalo Noel Levitz's advanced modeling and analytics, JMU will be more efficient and focused with your resources and see better results: more completed applications from better-fit and stronger students who will enroll and retain at higher rates. To help you achieve and maintain these goals, we will use predictive modeling to:

- I. **Develop up to four models to inform your search purchases.** We will build predictive models for up to four markets to help identify where, when, and why to search based on JMU's unique goals and initiatives. The data used to develop these models is comprehensive and includes such ZIP-specific elements as median home values, average family-buying power, highest educational attainment, ethnicity, etc. In addition to its use as a tool for purchasing names, the model also assists in determining appropriate post-purchase search strategies. Purchased names are scored through the model, allowing enrollment leaders to determine target segments and appropriate combinations of tools to be used with various segments based on individual model scores.
- II. **Qualify your NRCCUA® list purchases before you purchase a single name.** While we will purchase names from multiple vendors, an exclusive partnership with NRCCUA will enable us to build and apply an additional pre-purchase predictive model to more than 5 million names in the largest database containing the postsecondary plans of high school students.
- III. **Implement a historical inquiry-to-enrollment model to predict future student enrollment behavior.** Using Forecast*Plus* for Student Recruitment™ we will build a logistic regression analysis using up to three years of historical data and append it with Axciom socioeconomic data to strategically target and segment your inquiry pool. Model scores from your inquiry pool can be used to stratify your communication plan to ensure that students receive the most impactful printed materials, phone calls, and email communications based on their likelihood of enrollment.

Optional recommended service

- IV. **Support JMU's predictive modeling with a dedicated Enrollment Consultant.** For each phase of JMU's student search campaign, you will have an on-site consultant guide you through the name purchase, the segmentation of students in targeted areas, help you reach potential new markets, and track progress toward your goals. We recommend additional consulting units to further maximize our predictive modeling solution over the life of the five-year contract.

Partnering with Ruffalo Noel Levitz offers JMU unique advantages, such as:

- On-campus experience at over 3,000 universities and colleges;
- Complete, integrated services in the areas of recruitment, retention, marketing, and financial aid.
- A documented track record of successful outcomes at similar institutions including several VASCUPP institutions; and
- A team of professional higher education consultants who have been in your shoes, serving as enrollment managers, campus marketing leaders, retention directors, institutional researchers, financial aid directors, faculty, and more. We care about higher education and the students it serves.

Based on our experience conducting projects at similar institutions, we are confident that we have the breadth and depth of experience necessary to conduct a customized and successful project. We appreciate the invitation to respond to this RFP and look forward to the continued partnership with JMU as a preferred provider of the VASCUPP consortium.

2) Plan and Methodology to Provide Services in Section III – Statement of Needs

Large numbers of prospective students and greater numbers of students who are secret shoppers stretch your finite recruiting resources thin, making it more difficult than ever to qualify students and enroll the class you really want. In today’s cost-conscious higher education environment, JMU needs the necessary data to inform and guide your recruitment strategies in order to more precisely identify which students you can influence to enroll, prioritize which of those should be contacted first, and determine how often they should be contacted.

With Ruffalo Noel Levitz’s predictive modeling approach, search modeling and SMART Approach® (further described below) will be used together to identify the students for purchases. Overlaying both SMART Approach and search models allows Ruffalo Noel Levitz to enable the best NRCCUA name purchase. We first apply the SMART Approach model (at the student level) to identify records with the highest propensity to enroll within our targeted geography. Then we utilize the search model (at the zip code level) to expand institutional reach within both core and aspirational markets *across all list vendors* to identify students that pass both “test” parameters of the search model (zip codes with high propensity to apply) and strong SMART Approach scores.

Once a student has raised their hand and inquired, they will then be run through the ForecastPlus for Student Recruitment model and applied a model score ranging from 0-1.0. Our ForecastPlus model will look at all students, not just those from search, and a custom strategy will be applied for communication flow, territory management, phone call, and other campus recruitment tactics. This includes consultative guidance with implementing multichannel outreach efforts such as email, direct mail, and phone to encourage the BEST students to respond, in addition to maximizing what the modeling and data can give us in the process.

The ultimate goal for our predictive modeling team and JMU will be to target the students who have the highest propensity to move through your funnel and in the end enroll at JMU.

1) Develop effective strategies to identify new pools of prospective students

We understand that JMU has different needs in different regions for your student search. As a result, *we build up to four (4) predictive models* to help identify where, when, and why to search based on your unique goals and initiatives. These proprietary, powerful analytics are then used to determine each strategy for each individual student. Based on three years of your historical inquiry-to-applicant data and externally appended demographic data, we will assess with you what geographies comprise your distinct markets and determine the geographic composition of *primary, secondary, tertiary, and outlying markets*.

When we build models attuned to your unique geographies, we can focus on the areas and types of students you have had success with previously. What are the characteristics of applicants hailing from JMU’s own backyard compared to those of students coming from halfway across the country?

APPLICATION PROPENSITY	1 MODEL FOR EACH MARKET			
	PRIMARY	SECONDARY	TERTIARY	OUTLYING MARKETS
HIGH INTEREST	MORE			
	APPS			
MODERATE				
				FEWER
LOWEST				APPS

Utilizing the models

We can identify with precision the areas from which your institution can expect to generate inquirers who are more likely to apply: both in areas you've previously been successful as well as in ZIP codes demographically similar to those areas. Just as important, we can isolate areas where you have not seen success and reduce or eliminate purchases in those regions. The models guide a highly focused, cost-effective strategy.

While the models inform how we will purchase names, they can also provide you a wealth of information to shape other strategies. You will receive a comprehensive Excel workbook containing the model breakdowns and the demographics by both ZIP code and individual high school, along with your three-year historical inquiry, applicant, and enrollment counts for each ZIP and high school. This is a highly effective tool for devising and reviewing travel strategy, both in evaluating primary market travel and deciding how to open "best potential" new markets.

Purchase strategy

Your Enrollment Consultant will evaluate your enrollment objectives as well as JMU's previous purchase strategies and chosen list vendors, and will then recommend how you might choose to structure your purchases. The predictive models are employed to determine exactly which ZIP codes will be included in the purchase criteria.

The figure at right demonstrates the general purchase strategy employed—we discern select pockets of names that will yield applications. Using our strategy, we can:

- Recognize those areas in which you have previously searched successfully (defined as yielding applicants and enrollees) and should continue to search.
- Uncover areas you have not previously searched that match up well with those areas in which you have been successful. These markets represent your best opportunities for locating new students.
- Identify those areas you have previously searched but in which you have not generated applications and enrollments. Eliminating search in unproductive areas is an opportunity to control overall search costs.
- Work directly with list vendors to best support your institutional objectives while utilizing your budget wisely, purposely, and effectively.



SMART Approach: NRCCUA name purchase

While we will purchase names from multiple vendors, an exclusive partnership with NRCCUA will enable us to build and apply an additional pre-purchase predictive model to more than 5 million names in the largest database containing the postsecondary plans of high school students. With student data that goes far beyond traditional list selection criteria, pre-qualifying NRCCUA names prior to your list purchase gives JMU a strategic advantage in identifying and communicating with your best prospects on a regular basis. Specifically, the enhanced NRCCUA dataset includes:

- Birthdate
- Address
- ZIP code
- Major
- Ethnicity
- High school type
- College type/Control preference
- Specialized college preference
- Denominational college preference
- Grade point average (GPA)
- Campus environment preference

Vanderbilt University (TN)

SMART Approach gave us the ability the think strategically about developing a long-term pipeline. Instead of buying thousands of cold call names, we now can match characteristics and find students who behave like our students, and also rank them by their likelihood of enrollment.

DOUG CHRISTIANSEN | ASSOCIATE PROVOST FOR ENROLLMENT & DEAN OF ADMISSION

- High school courses/College prep track; and
- Ruffalo Noel Levitz Acxiom appended data:
 - 70 Personix cluster;
 - 21 life stage cluster groups;
 - Household income level;
 - Ethnicity classifications;
 - Appended data based on ZIP +4; and
 - Distance from campus.

2) Research and development initiatives toward new research patterns and their measureable deliverables

Ruffalo Noel Levitz predictive modeling reporting includes both a mid-year and year-end conversion report to show your staff clicks, responses, applications, admits, and enrolled from your search program. We also track SMART Approach outcomes and complete a Prospect Analysis to highlight performance from all sources and how search influenced enrollment. All of JMU's performance data will be benchmarked against our companywide consolidated data to measure outcomes compared to those of hundreds of Ruffalo Noel Levitz clients nationwide.

Prospect Analysis Example

Prospect Progression Rates							
	Prospect	Inquiry	Applicant	Admit	Confirm	Enroll	
Funnel Counts	80353	10547	1452	1251	266	249	
Yield Rates		13.13%	1.81%	1.56%	0.33%	0.31%	
Coverage Rates (CR%) by Source							
Source	Prospect	Inquiry	Applicant	Admit	Confirm	Enroll	CR %
Purchased Names	80353	10547	1452	1251	266	249	62.09%
Traditional Inquiries	0	5779	977	656	159	146	36.41%
Applications - 1st Source	0	0	64	10	6	6	1.50%
Total	80353	16326	2493	1917	431	401	100.00%

3) Define and segment JMU's presently enrolled students

Predictive modeling from Ruffalo Noel Levitz uses statistical analysis of past behavior to simulate future results. For JMU, a predictive model assesses the likelihood that a student will enroll at the university by the degree to which the student shares the characteristics of the current student body. This is particularly insightful in current market development practices when applied to JMU's search model and SMART Approach or as JMU seeks to reach aspirational markets.

The history behind who enrolled at JMU tells a powerful story about who you can expect to enroll in future terms. You can find characteristics that influence enrollment and also weigh the amount of their influence on enrollment, then apply that model against each student in your pool to see how much they fit the profile of a student who did enroll. (This can be refined and strengthened even further by appending additional socioeconomic and demographic data to the model.) Using the Forecast*Plus* model, all prospective students (inquiries, applicants, admits, and deposits) will receive a qualifying score (0.01-1.00), with the higher score indicating a greater likelihood of enrollment. NRCCUA names will also be qualified and scored using SMART Approach.

This qualification will enable JMU to channel scarce time and resources into the recruitment strategies with the greatest potential for improving enrollment.

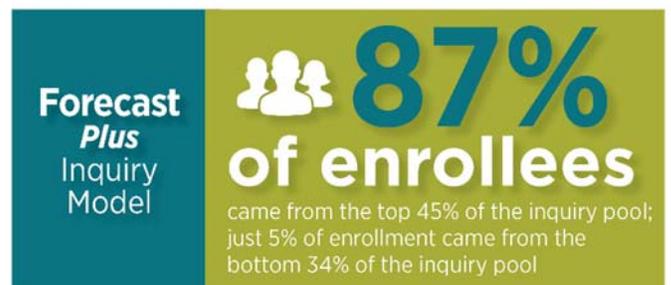
Jane Jennings	.99	Highly likely
Ben Pierce	.88	Highly likely
Tracy Williams	.79	Likely
Heather Smith	.72	Likely
Ryan Harris	.68	Likely
Bruce Adams	.56	Somewhat likely
Patricia Gill	.42	Somewhat likely
Todd Bauman	.31	Less likely
Kelly Lockhart	.12	Less likely

Measurable outcomes

Our campus partner outcomes speak volumes:

- 97 percent of enrollees came from NRCCUA name purchases scoring 0.60 or higher
- 87 percent of enrollees came from students scoring in the top 45 percent of the inquiry-to-enrollment models. Just 5 percent of enrollees came from the bottom 34 percent of the inquiry pool.

These results illustrate how predictive modeling can help institutions target their efforts and resources to more effectively communicate with a much smaller portion of their overall prospective student population and still gain significant results toward their enrollment goals.



4) Identify areas and territories that are likely to contain prospective students who are most likely to apply and enroll at James Madison University. (Specific areas include New England, Pennsylvania, New York, Maryland, Delaware, New Jersey, Georgia, Florida, Texas and the West Coast)

Using your historical data, *we will build up to four predictive models* for JMU that assess enrollment likelihood among prospective students. The models are tuned for your primary, secondary, tertiary, and outlying markets, which allow you to focus on the market areas where you have the greatest opportunity for generating applications and enrollment. Each market is assigned a ZIP code strategy to inform your name purchases. With models attuned to your unique geographies, you can focus on the areas and types of students with which you have previously experienced success. Using our mapping feature in our ForecastPlus Web Portal (FWP), we can see where prospective students are located, drilling down from national to state/regional and local levels. More information regarding our FWP reporting tool is featured on page 23.

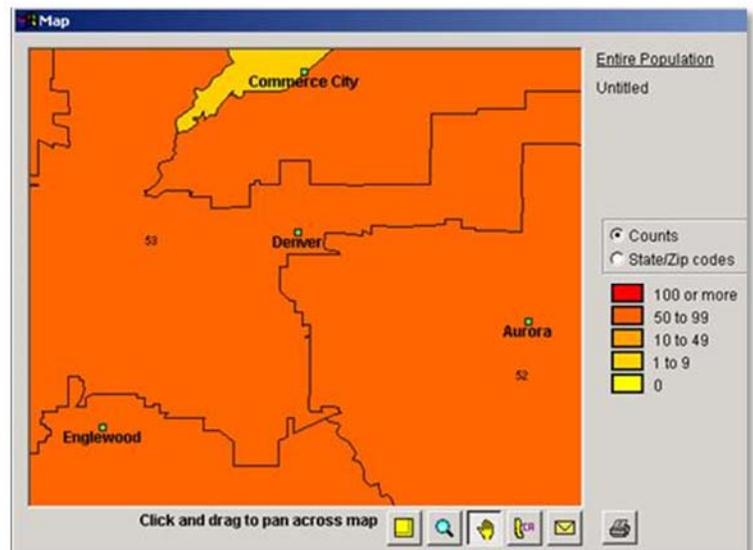
The addition of a SMART Approach model will qualify millions of prospective names in the NRCCUA database and allow you to further segment your purchases through additional data on average household income and Personix lifestyle data that are appended to every record.

Together, we will use the predictive models and previous enrollment data to precisely identify the areas from which JMU can expect to generate inquirers who are more likely to apply—both in areas in which you have previously been successful as well as in ZIP codes demographically similar to those areas. Just as importantly, we can isolate areas where you have not seen success and recommend a more targeted approach for these markets to achieve better conversion. We also partner with you on how to use this research to target non-responders to search that, with additional recruitment, will yield better results. With strategic consulting support and modeling data, we can:

- Increase conversion and yield rates among your purchased names;
- Continue to search in market areas that have produced enrollment results;
- Uncover geographic areas where you have not searched but which the models have identified as having good enrollment potential; and

Assess previously searched markets that have not generated applications and enrollment and consider reducing purchases in those areas (particularly among sophomores).

ForecastPlus Web Portal – Mapping feature



5) Using search lists, segment students within the targeted areas and territories to specifically identify those most likely to apply and matriculate to James Madison University

Our predictive model not only can enhance your primary market recruitment, but also identify how your institution can effectively and deliberately target students and populations in your secondary and tertiary markets—leading to increased enrollment numbers via a more efficient recruitment process. These models inform and affect not only communication strategies, but also territory management and travel, providing enrollment managers and counselors with valuable model scoring information by region and high school that assists in understanding where your institution has the greatest potential for future and/or continued growth. Such a tool, therefore, takes travel—notoriously a low return on investment venture—and improves this return significantly by placing statistical data and modeling at the center of territory management.



Creighton University (NE)

Predictive modeling allows us to reach those most likely to enroll without communicating to the entire population of prospective students. We were able to eliminate 35,000 of our lowest scoring prospects from our mailing efforts, saving approximately \$28,000.

MARY CHASE | VICE PRESIDENT FOR ENROLLMENT MANAGEMENT



6) Segment specific groups within the targeted areas including high achievers, first generations, low income, minorities, STEM students, etc.

There is no other product or service which utilizes the unique combination of appended data and statistical and computer-based tools to model enrollment behavior that is characterized by predictive modeling services from Ruffalo Noel Levitz. This includes customized list segmentation using SMART Approach to target JMU's desired characteristics such as STEM students, high achieving, first generation, and/or low income or minority students.

The proprietary nature of our program includes the following characteristics: geodemographic analysis measured against a screen of economic predictors and individual client data, multivariate predictive modeling, profiling, and cluster analysis.

These services are based upon proprietary individual and household level data which is added to the historical enrollment data and includes Acxiom data that works at a precise, individual household level. This represents a dramatic increase in accuracy and allows an institution to target prospective students more precisely than ever. These appended data include:

- **Personicx clusters**—Personicx is an advanced tool for demographic segmentation. Using 70 different categorization “clusters,” Personicx offers fresh data that accurately reflects the subtle yet distinct differences between different demographic groups.
- **Average household income**—With household level detail, JMU will get even more accurate income data.
- **New ethnicity classifications**—As with household income, the Acxiom ethnicity classifications drill down to the household level, making it easier to identify students from specific ethnic groups who wish to enroll at JMU.

Using Acxiom data to supplement your historical data ensures that our predictive modeling services provide the most accurate, precise, and detailed predictive models for enrollment management.

7) Identify other consulting or miscellaneous services offered to James Madison University and associated costs

Support JMU's predictive modeling with a dedicated Enrollment Consultant

JMU will be assigned an Enrollment Consultant who will guide the entire predictive modeling project from data collection, model building, situation analysis, and strategy development. We recommend JMU consider additional consulting to help develop a detailed recruitment plan with a set of clear and unambiguous goals with associated strategies and action plans that lead to the achievement of JMU's enrollment goals. Through a series of six (6) additional on-site consultations to be spread over the life of the contract (up to two days on campus per consultation), your consultant will partner with JMU administration, staff, and faculty to:

1. Define the role, structure, and authority of the enrollment management committee.
2. Further assess the adequacy of current staffing and organizational structures as it relates to enrollment management and assist the university with any necessary realignment.
3. Establish clear and realistic annual recruitment goals and operational benchmarks by student cohort.
4. Implement a true territory management model that includes goals for: applications, admits, deposits, enrolled students, campus visitors, and off-campus interactions.
5. Create and execute an integrated prospective student communication system consisting of personal, written, telephone, and electronic contacts designed to align with your enrollment goals.
6. Analyze your current website and e-communication strategies.
7. Develop a recruitment funnel of the right size and shape to meet stated enrollment goals, including:
 - Maintain or increase the current number of out-of-state applicants.
 - Matriculate out-of-state students at a 23 percent or higher rate.
 - Increase the percentage of male applicants by 10 percent over a three-year period.
 - Ensure that at least 25 percent of the freshman class is comprised of minorities, reflecting Virginia's minority population.
 - Ensure that 20 percent of the entering students are either first generation or low income.
 - Increase the percentage of Science, Technology, Engineering, and Mathematics (STEM) applicants by 8-10 percent over three years.
8. Develop a plan for staff to follow up with students at each stage of the enrollment funnel.
9. Conduct a thorough assessment of JMU's enrollment data structures, business rules, staff training, reporting, and CRM capabilities.
10. Mobilize the campus community in support of the new-student enrollment effort.
11. Monitor progress made toward outlined goals.

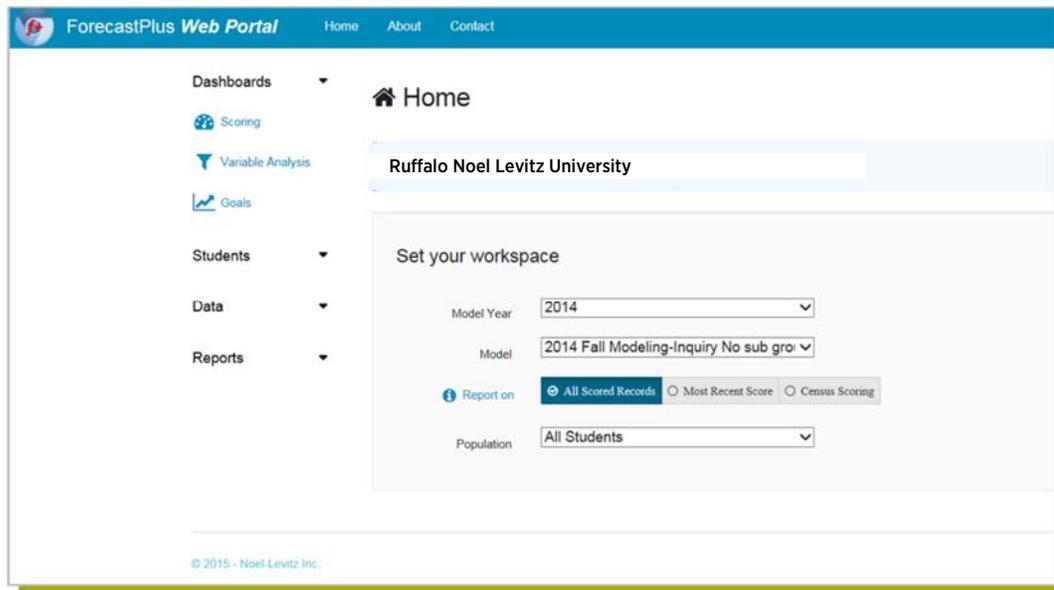
For each **two-day, on-site visit/consultation, your consultant will provide an estimated 40 hours of service**, including visit preparation, document review, time on site, and follow-up report generation. Your consultant will also remain available as needed between visits for any necessary consulting and support via webinar, conference call, and/or email. No other firm provides this level of extensive, informative, and regular contact.

Please note that while your predictive modeling includes up to five (5) on-site consultations, this optional consulting is additional and recommended to help you maximize your models and meet enrollment objectives over the life of the contract. These additional consultations can be increased or reduced at any time.

C) Reporting

Your Ruffalo Noel Levitz predictive modeling team will work with JMU to provide:

- A scored list of prospective student names from NRCCUA's database, allowing JMU to make informed name-purchase decisions based on a student's likelihood of enrollment;
- A JMU-specific inquiry-to-enrollment model based on a statistical analysis of your previous enrollment and a wealth of enrollment indicators to identify those students who are more likely to enroll, allowing the campus to focus valuable time and resources on those students who are more likely to actually attend the university;
- A written plan for focusing staff efforts based on the scores, communicating with targeted students, and maximizing the return on investment for all related recruitment resources;
- Consulting support, including a campus visit and ongoing support throughout the year;
- Technical support with data collection, testing, and implementation of the model; and
- The **ForecastPlus Web Portal (FWP)**, which allows staff to access all scoring and reporting features from an easy-to-use online portal:



Web portal features

FWP is a client-facing reporting tool, meaning JMU can view your modeling data daily and score as frequently as you would like to ensure the data you want to track is current; allowing you to make recruiting decisions based on real-time information. Additional features unique to FWP include:

- Funnel dashboard;
- Point-in-time comparison:
 - Week-to-week/month-to-month for current year;
 - Year-to-date; and
 - Three-year historical.
- Enhanced mapping feature;

- Scoring analysis and scoring reports will all live in the FWP;
- Variable analysis, visit reports, slider, integrated import and export features, and improved territory management capability; and
- Behind-the-scenes improvements for data mapping, look-up tables, and ease in campus scoring.

1) A comprehensive overview of revenue and financial aid awards that can be segmented by factors deemed important by JMU

Using Forecast*Plus* data we apply geodemographic data which allows us to get to know the students in the funnel on a 4-7 household radius. Within this data we can help shape outreach for value vs. affordability by using the average household income information. Targeted and segmented communication is key when trying to increase net revenue and shape the class (geographically and academically). In addition, search modeling gives us information about Median Family Income and Household Buying Power which we use within the search model to target the right students.

Also in Forecast*Plus*, we have up to 39 user-defined fields for information the university wishes to send to us. Campuses often send FAFSA filers, scholarship information, legacy flags, and athletic information. We can use the data in these fields to plan strategy and track progress to goal. Your Enrollment Consultant and JMU staff will be able to access the data in the FWP for data analysis.

2) An overview of funnel goals that can be segmented by factors specified by JMU

We are able to track progress to each of the set of goals in addition to tracking visits, under-enrolled major programs, and dozens of other data points. With this information, your Enrollment Consultant will help build a strategy reacting to specific benchmarks in the data. See an example of our *goal tracking* in FWP below.

Goals Listing

[+ New](#)

Population Name	Inquiry Count	Applicant Count	Admit Count	Confirmed Count	Enrolled Count	
2015 Entry Term	24600	2750	2025	415	385	Edit Delete
EN Territory	2000	400	250	60	49	Edit Delete

3) A detailed overview of the application funnel by financial factors that are identified by JMU

We are able to track progress by average household income and other geodemographic factors in addition to FAFSA filers if JMU includes either as one of your user-defined fields.

4) All of the overview reports should have drill down capabilities so JMU is able to review and work with individuals in each area as appropriate

All of the above can be viewed by a variety of variables, including major, department, counselor/territory, source code, etc., to view return on investment of the individual student activity.

3) Qualifications

Expertise of firm

Today's Ruffalo Noel Levitz represents the combination of several industry-leading higher education consulting firms into one company dedicated to your success.

RuffaloCODY formed in 1991 in Cedar Rapids, Iowa, to provide enrollment and fundraising services to higher education. Over the next 23 years, the firm would grow and expand its reach around the globe, working with colleges and universities as well as nonprofit organizations in North America, Europe, and Asia.

The roots of Noel-Levitz stretch back to 1973, with the establishment of the admissions consulting group Williams Crockett in Chicago (and its relocation to Littleton, Colorado in 1982). In 1984, Drs. Lee Noel and Randi Levitz formed their own higher education consulting firm in Iowa City, Iowa. The two organizations joined in 1992 to form Noel-Levitz.

A brand new era

Ruffalo Noel Levitz's unified capabilities now include a suite of comprehensive enrollment and fundraising management services from the legacy companies of RuffaloCODY and Noel-Levitz, as well as those acquired from several other businesses in recent years, including Austen Group, Buffalo Fundraising Consultants, ScaleFunder, and Scannell & Kurz. A growing slate of research and enhanced offerings leveraging the unified company's industry insight, data, and capabilities are anticipated in the coming year.



60+
years of combined
operation

>1 in 3
on our team were
on-campus
practitioners

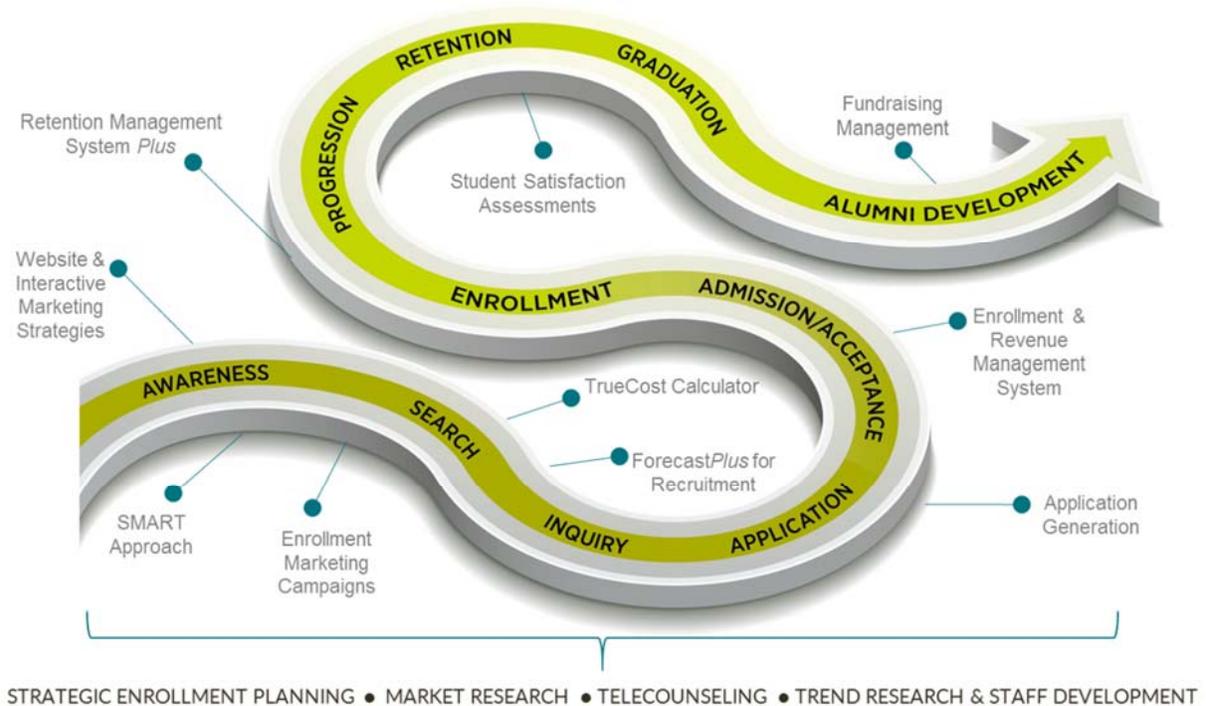
This is a meaningful milestone in our ongoing quest to deliver unparalleled insights and solutions that strengthen the ability of colleges, universities, and other purpose-driven organizations to fulfill their missions. Our name was inspired by the legacies of two respected companies with complementary strengths and cultures that have come together to achieve even greater success for the clients we serve.

AL RUFFALO | EXECUTIVE CHAIRMAN | RUFFALO NOEL LEVITZ

Ruffalo Noel Levitz is distinguished by its powerful array of technology-enabled enrollment and fundraising services that have been used by more than 3,000 colleges and universities and numerous nonprofit clients worldwide. We help higher education institutions and nonprofits identify, reach, and connect with their key markets and constituents at pivotal moments—from admission and financial aid to student success, alumni engagement, and fundraising.

- **Enrollment services:** We offer innovative solutions for recruitment, search, multichannel marketing, web strategy, and financial aid, with a focus on helping organizations achieve their missions.
- **Student success services:** We help our campus clients accomplish their goals for access, diversity, student preparedness, persistence, retention, and college completion/graduation.
- **Fundraising services:** We help to connect institutions and nonprofit organizations with loyal groups of alumni, donors, members, future alumni, and other constituents for fundraising, cultivation, and stewardship purposes.
- **Organization-wide solutions:** We help to find synergies and develop cross-divisional collaborations for campuses and nonprofit organizations, offering research-based strategies that ensure every initiative is based on solid evidence.

Our integrated services address each stage of the student lifecycle



Personnel resumes

Enrollment Consultant

Your Enrollment Consultant is completely focused on your strategic objectives, offering enrollment experience, both “in the trenches” managing enrollment goals at a university as well as working with a variety of institutions as a strategic consultant.

Your consultant guides the entire predictive modeling project from data collection, model building, situation analysis, and strategy development. In addition to coordinating these activities, your consultant provides ongoing strategic support throughout the entire partnership.

JMU can expect a weekly, or biweekly, phone meeting between your Enrollment Consultant and institutional leadership. Your consultant will, at minimum, make up to five (5) visits as part of the predictive modeling and up to six (6) optional additional visits to JMU in support of your ongoing recruitment efforts.

At this time we envision Kristin Davis as JMU’s Enrollment Consultant. Should a change in staff be necessary due to timing of award, we will communicate with the university as soon as possible to assign a similar appropriate consultant.



Kristin J. Davis - Associate Vice President / Enrollment Consultant

Kristin Davis, associate vice president for Ruffalo Noel Levitz, consults directly with colleges and universities making student recruitment more targeted and effective through predictive modeling.

Ms. Davis has consulted with numerous institutions throughout North America, including: Mount Vernon Nazarene University (OH); Eastern Oregon University; Trinity Western University. (Canada); Keystone College (PA); University of the Incarnate Word (TX); Central College (IA); Lenoir Rhyne University (NC); Aurora University (IL); Chaminade University of Honolulu (HI); Mount Mary College (WI); and Montserrat College of Art (MA).

Prior to joining Ruffalo Noel Levitz, Ms. Davis held positions in enrollment management for Coe College (IA), serving as director of Coe’s annual fund. During her tenure, she raised more than \$5.2 million in unrestricted funds for the annual fund in four years; increased faculty and staff support to the college by 13 percent; raised the most money from a single senior class in the college’s history; and supervised a wide variety of fundraising activities during a \$61 million campaign, surpassing the original goal by \$11 million. Ms. Davis is a graduate of Coe College (IA).

Additional professional staff

A dedicated operational team will also be assigned to JMU’s predictive modeling project.

A statistician

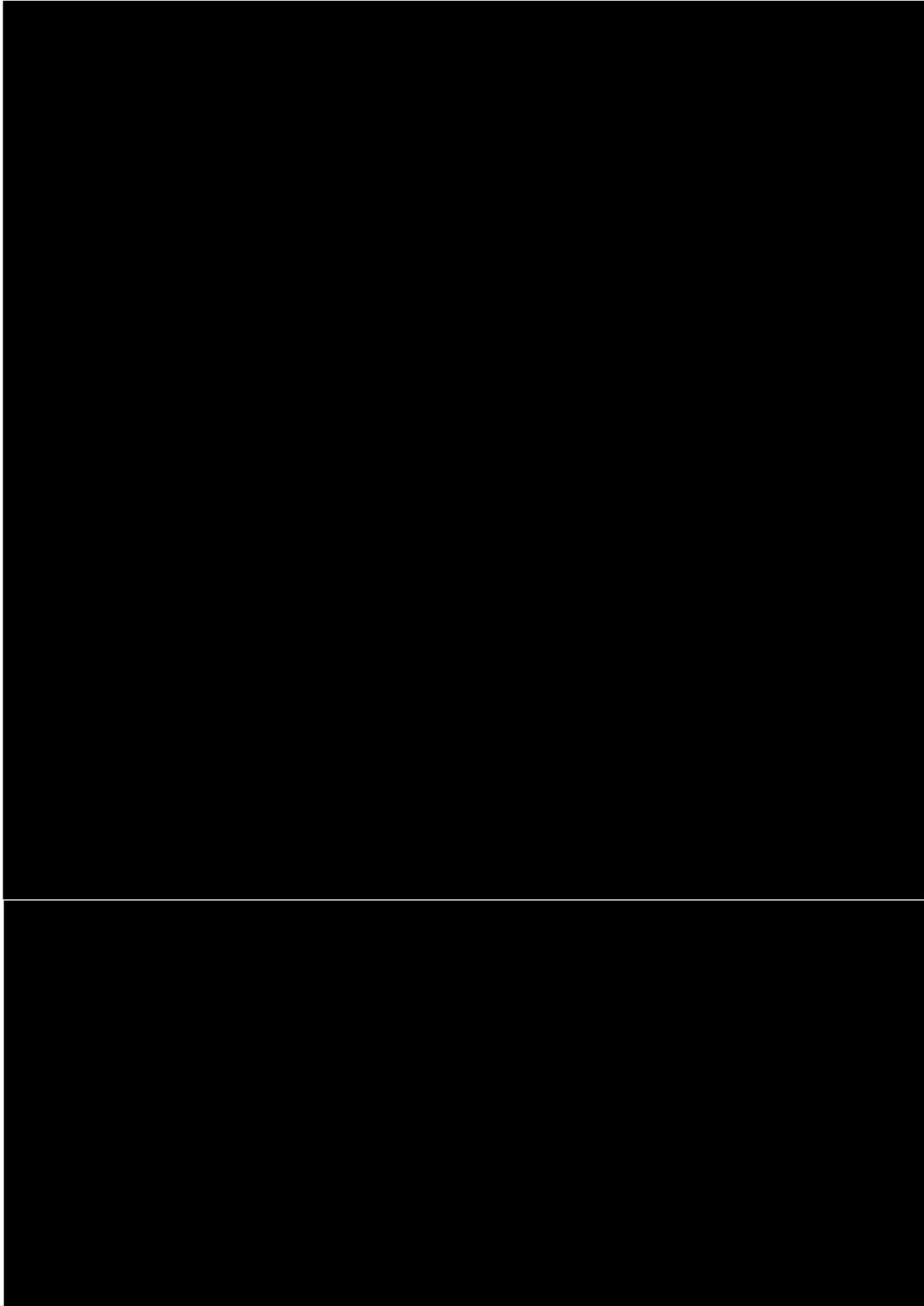
Your statistician creates the predictive model, tests it for accuracy, and identifies which variables are having the greatest impact on student enrollment.

A data integrity analyst

Your analyst provides expertise and assistance in collecting and analyzing data for the modeling process as well as ongoing technical support.

4) Offeror Data Sheet

CONFIDENTIAL



5) Small Business Contracting Plan

Not applicable. We will not be subcontracting any portion of the services requested.

7) Proposed Cost

We are committed to working with you to develop a delivery and billing schedule that best fits your immediate needs and fiscal realities. Per the university's request, this pricing is valid for the initial one-year agreement and will be extended to subsequent one-year renewal periods (up to four). Note: A multi-year agreement can be cancelled at any time by providing 60 days advance written notice to Ruffalo Noel Levitz. **Note that travel expenses for on-site consultations are additional and will be billed as incurred.** Pricing and terms are valid for **90 days**.

Develop up to four models to further inform your search purchases

Search predictive modeling	<i>Cost per year</i>	\$16,800
----------------------------	----------------------	----------

- Build up to four (4) predictive models based on JMU's unique characteristics
- Append demographic data
- Assess what geographies comprise JMU's distinct markets and determine the geographic composition of primary, secondary, tertiary, and outlying markets
- Receive a comprehensive Excel workbook containing the model breakdowns and the demographics by both ZIP code and individual high school
- Three (3)-year historical inquiry, applicant, and enrollment counts for each ZIP and high school
- Evaluate primary market travel and determine "best potential" new markets
- Up to four (4) on-site campus consultations in support of the search model

Qualify your NRCCUA list purchases before you purchase a single name

SMART Approach	<i>Cost per year</i>	\$9,000
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- Analyze data from your previous enrolled classes and indicators collected from NRCCUA
- Develop a predictive model specific to JMU to rate names in NRCCUA database by statistical probability to enroll
- Score a NRCCUA simulation database and provide JMU with the highest scoring records and the entire NRCCUA database for the future year
- Append your purchased selection with modified data allowing NRCCUA to deliver updated data to JMU
- Assist with planning segmented search strategies and with making plan refinements as necessary
- Consulting support via phone, webinar, or email

Implement a historical inquiry-to-enrollment model to predict future student enrollment behavior

Forecast <i>Plus</i> for Student Recruitment	<i>Cost per year</i>	\$23,000
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- Build a predictive model for your inquiry pool
- Provide a data control and cleaning tool
- Analyze data from previous inquiry pools and enrolled classes, as well as data we provide (see next entry)
- Add appended socio-economic data to each student record for additional analysis and targeted recruiting
- Develop a custom predictive model to statistically rate each student in the pool by likelihood to enroll
- Provide Forecast*Plus* Web Portal (FWP) access for scoring additional inquiries
- Assist with developing a segmented follow-up plan for cutting costs and concentrating efforts based on the scores
- Remain in contact with you to fine-tune changes in strategy and to monitor model performance
- One (1) on-campus consulting visit with remote support as needed throughout the year

Optional services

Support JMU’s predictive modeling services with a dedicated Enrollment Consultant

Recruitment consultations

Up to six (6) additional on-site consultations (*Cost per visit*)

\$12,000

- Develop clear and measurable marketing/recruitment goals
- Develop strategies to implement those goals
- Develop detailed action plans that outline how each strategy will be implemented and evaluated for effectiveness

For each two-day visit, your consultant will provide an estimated 40 hours of service, including visit preparation, document review, time on site, and follow-up report generation. Your consultant will also remain available as needed between visits for any necessary consulting and support via webinar, conference call, and/or email. No other firm provides this level of extensive, informative, and regular contact.

- A pre-visit agenda and phone call for each consultation
- Up to two days on site for each consultation
- Consultation entrance and exit briefings with senior leaders
- Comprehensive follow-up reports after each visit
- Between-visit correspondence via phone, email, and web conference

Ability to provide ACH processing

Ruffalo Noel Levitz is willing to accept ACH (electronic deposit) payments; however, we prefer not to accept payment via credit card.

Complimentary 2016-17 Ruffalo Noel Levitz event registrations

First and foremost, we serve as educators and seek to provide professional development and the transfer of knowledge for all levels of university personnel. In addition to on-site training during the project, acceptance of this proposal also includes **up to three (3) complimentary registrations** to any Ruffalo Noel Levitz workshop or conference in 2016-17 including our National Conference on Student Recruitment, Marketing, and Retention held this year in Dallas, Texas, July 26-28, 2016. Please visit our [website](#) to view details and locations for all upcoming workshops and events.

Modifications to Terms and Conditions

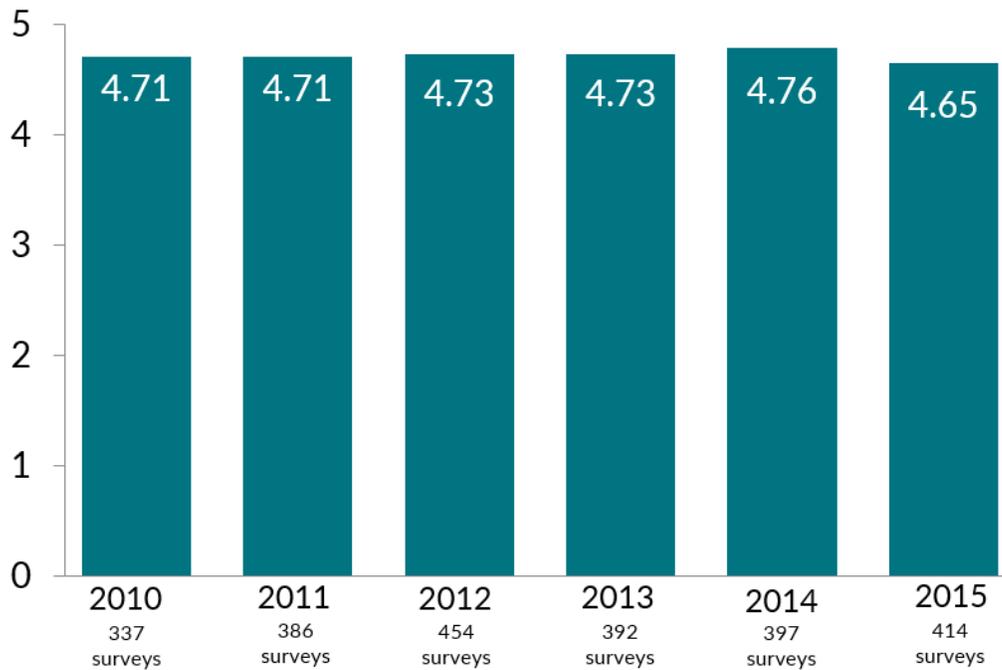
Ruffalo Noel Levitz looks forward to collaborating on a mutually agreeable contract for this project. We would like to add language related to (i) mutual protection against consequential damages except to the extent expressly prohibited by statute, (ii) a mutual firm, defined limitation on the total liability, except to the extent expressly prohibited by statute, (iii) mutual provisions for securing confidential information, (iv) the definition and handling of covered information security, (v) that compliance with laws is a mutual obligation, (vi) that both parties are responsible for their own acts, materials, data and omissions, (vii) that the services are work for hire with a perpetual, royalty-free, non-exclusive, worldwide license to the IP granted to University, and (ix) that consent to assignment of the contract to affiliates not be unreasonably withheld.

In 2015, Ruffalo Noel Levitz negotiated an Admission Enrollment Marketing agreement with George Mason University which included contract participation provisions. If awarded this RFP, the existing and active agreement with George Mason University will accelerate and streamline the contract process.

Client Satisfaction

In order to understand your challenges, opportunities, and successes, we have to live them ourselves. As former enrollment managers, the Ruffalo Noel Levitz Enrollment Management team offers you centuries of direct enrollment, admissions, student success, and advancement experience from institutions all over the country.

Because our consultants have been in your shoes, experiencing various on-campus dynamics and cultures, we provide an unmatched understanding and appreciation for what you are trying to achieve. As illustrated in the chart below, we consistently receive very-satisfied ratings for the services provided to our partner institutions.



Results based on a 5.0 scale where 1= Not At All Satisfied and 5 = Very Satisfied

Five Reasons to Partner With Us

Ruffalo Noel Levitz is the leading provider of technology-enabled services, software, and consulting for higher education enrollment management and fundraising. **More than 3,000 campuses and nonprofit organizations have turned to us for solutions to their challenges.** Why?

1 We inform every recommendation with relevant data

When you work with us, you harness the power of our advanced research and analytics. We work with you to analyze that data through predictive models, software, and other groundbreaking tools that pinpoint optimal strategies to reach your goals and use your resources as efficiently as possible.

2 We have every resource you need to accomplish your goals

No matter what you want to accomplish, we have the people and processes to achieve your objectives: An unmatched group of experienced consultants who have served college campuses of every size, type, and mission, or philanthropic organizations and other nonprofits. Technology-enabled services for recruitment and financial aid, student retention, fundraising management, and market research. A roster of statisticians, technical experts, data managers, and other specialists to turn your data into actionable information.

3 We never stop innovating for you

We have pioneered many of the practices that have become essential for enrollment managers and fundraising professionals—multichannel fundraising (including crowdfunding); financial aid leveraging; predictive modeling for student recruitment and student retention; and assessments for student retention and student satisfaction, just to name a few. We bring that innovation to your campus to ensure that you have the most advanced tools available for enrollment and fundraising.

4 We collaborate and customize

Because we have worked on campuses and nonprofit organizations, we know that even though you may face a common challenge, every institution is a unique entity that requires a unique solution. So we roll up our sleeves and work side-by-side with you to examine your goals, analyze your challenges, and create strategies that are tailored precisely to your objectives.

5 We empathize because we have been in your shoes

We know the challenges you face because, before coming to Ruffalo Noel Levitz, our consultants were in your shoes. They have worked as campus professionals for enrollment management, student retention, and institutional advancement. That experience drives our partnership with you, because **we will never recommend a strategy or solution that we would not have used when we were on campus.**

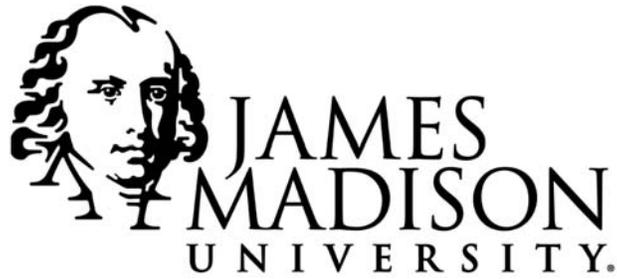
Visit us at RuffaloNL.com

Ruffalo Noel Levitz unites two nationally recognized firms for higher education—RuffaloCODY and Noel-Levitz. By joining forces, we have become the leading provider of technology-enabled solutions and services for enrollment, student success, and fundraising in the higher education and nonprofit communities. Over 60 years of combined operation brings together the successful histories and cultural strengths of both firms to enhance our current offerings and provide new solutions for the evolving challenges facing the organizations we serve.

Visit www.RuffaloNL.com to: learn more about our services for enrollment management, student success, and fundraising; read our latest trend reports and white papers; hear the latest strategies; and network with other campus colleagues at our events and webinars.

RUFFALOSM
NOEL LEVITZ



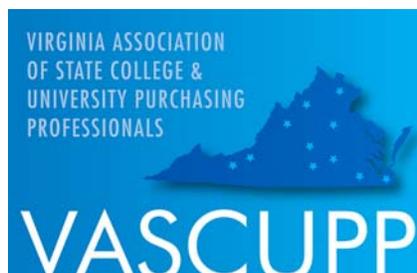


Request for Proposal

RFP # FDC-895

Admissions Geodemographic Research Services

April 1, 2016



REQUEST FOR PROPOSAL
RFP # FDC-895

Issue Date: April 1, 2016
Title: Admissions Geodemographic Research Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 p.m. on April 26, 2016 For Furnishing The Services Described Herein.

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

All inquiries for information and clarification should be directed to: Doug Chester, VCO, Buyer Senior Procurement Services, 540/568-4272 (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

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 a bidder or 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 # FDC-895

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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 Admissions Geodemographic Research Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 2,000 faculty and staff. Further information about the University may be found at the following Website: <http://www.jmu.edu>.

James Madison University has experienced shifts in the: type of student who applies; number of applicants; quality of applicant who enrolls; wide variety of competitor colleges; and the geographic regions from which it attracts applicants. The use of financial aid, scholarships, and the attractiveness of community colleges has required JMU to continue to identify and reach new pools of potential students. Currently, JMU recruits broadly and base strategies on past performance, test score senders, historic travel patterns, and final enrollment yield statistics.

III. STATEMENT OF NEEDS

The Office of Admissions at James Madison University is seeking admissions geodemographic research services to help maximize marketing efforts, including search mailings and travel, and to help increase enrollment in the key areas of transfer students, underrepresented ethnic groups and out-of-state students.

A. Contractor shall work to support the following goals set forth by the Office of Admissions:

1. Accept no more than seventy (70) percent of freshman applicants.
2. Maintain or increase the current number of out of state applicants.
3. Matriculate out-of-state students at a twenty-three (23) percent or higher rate.
4. Increase the percentage of male applicants by ten (10) percent over a three-year period.
5. Ensure that at least twenty-five (25) percent of the freshman class is comprised of minorities, reflecting Virginia's minority population.
6. Ensure that twenty (20) percent of the entering students are either first generation or low income.
7. Increase the percentage of Science, Technology, Engineering, and Mathematics (STEM) applicants by eight to ten (8 - 10) percent over three years.

B. Describe in detail your approach to each of the following items to include all associated costs.

1. Develop effective strategies to identify new pools of prospective students.
2. Research and development initiatives toward new research patterns and their measureable variables.
3. Define and segment James Madison University's presently enrolled students.

4. Identify areas and territories that are likely to contain prospective students who are most likely to apply and enroll at James Madison University. Specific areas include: New England, Pennsylvania, New York, Maryland, Delaware, New Jersey, Georgia, Florida, Texas and the West Coast.
5. Using search lists, segment students within the targeted areas and territories to specifically identify those most likely to apply and matriculate to James Madison University.
6. Segment specific groups within the targeted areas including high achievers, first generations, low income, minorities, Science, Technology, Engineering, and Mathematics (STEM) students, etc.
7. Identify other consulting or miscellaneous services offered to James Madison University and associated costs.

C. Describe in detail your reporting tool features.

The reporting tool shall provide a comprehensive overview of the applicant status and relevant financial factors. It is desired that reporting be received on a regular basis (weekly or bi-weekly) depending on the time of the application cycle. The reporting should include at least the following information:

1. A comprehensive overview of revenue and financial aid awards that can be segmented by factors deemed important by the institution.
2. An overview of funnel goals that can be segmented by factors specified by the institution (in-state, out-of-state, residency exceptions, on-campus, off-campus, first year, transfer, internationals, special demographic populations by ethnic group, etc.).
3. A detailed overview of the application funnel by financial factors that are identified by the institution.
4. All of the overview reports should have drill down capabilities so the institution is able to review and work with individuals in each area as appropriate.

IV. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.

- b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

- 2. The version of the solicitation issued by JMU Procurement Services as amended by any 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 modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
- 3. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may"

are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submits 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 acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be

awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. "*Pricing Schedule*" of this Request for Proposal.

V. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

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

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Cost

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

- 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.

VI. GENERAL TERMS AND CONDITIONS (Revised 8/18/15 ABS)

- 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 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, 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 bids or 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 subcontractor(s), 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 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 bid or proposal under this solicitation, the bidder or 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 bidder or 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 \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders

on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/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:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

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

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. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US 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.

VI. 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 Number	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you

fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/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 bidder/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 bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided.

This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.

- K. 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.
- L. 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.
- M. 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,
- N. 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.
- O. 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.

- P. OWENERSHIP OF DATA: Ownership of all data, material, and documentation originated and prepared for James Madison University pursuant to the RFP shall belong exclusively to James Madison 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 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. 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. The contractor shall not state in any of it 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.

VII. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

VIII. 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.

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

IX. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDD 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: _____
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

 Date Form Completed

Offeror / Proposer:

 Firm Address Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

(Signature)

(Signature)

(Printed Name)

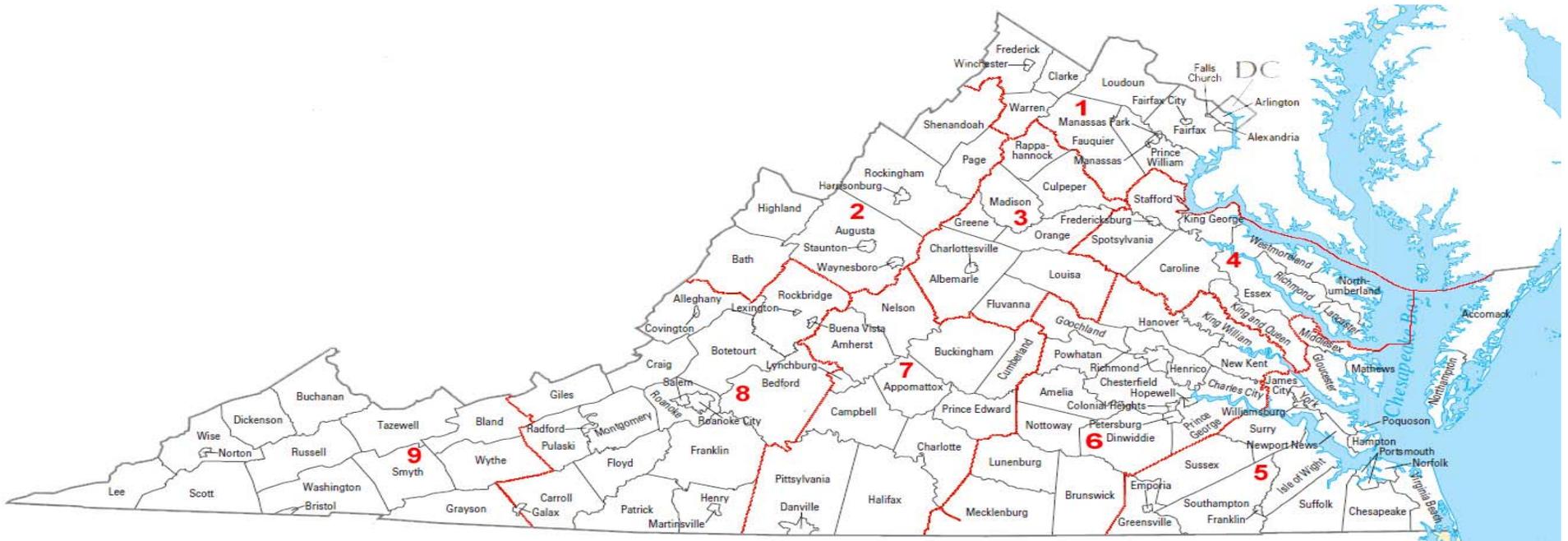
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP) List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

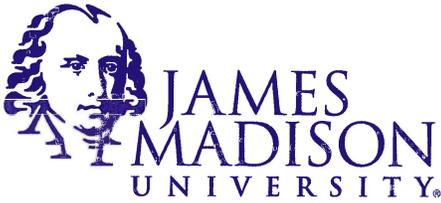
University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)



April 19, 2016

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# FDC-895**
Dated: **April 1, 2016**
Commodity: **Admissions Geodemographic Research Services**
RFP Closing On: **April 26, 2016 at 2:00 p.m. (Eastern)**

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

1. **Question:** *In regards to Section III. Item C. Bullet 1. A comprehensive overview of revenue and financial aid awards that can be segmented by factors deemed appropriate by the institution.*
Does the university request proposals to include a financial aid and revenue management service (i.e., financial aid leveraging) in addition to search and inquiry predictive modeling?
Answer: NO
2. **Question:** Can you elaborate on JMU's current search program? What are your current list purchase volumes?
Answer: About 100,000 total.
3. **Question:** What list providers do you currently use?
Answer: College Board, Cappex and NRCCUA.
4. **Question:** Do you currently outsource search services?
Answer: NO
5. **Question:** What is your Student Information System?
Answer: PeopleSoft
6. **Question:** What CRM do you use?
Answer: Hobsons
7. **Question:** What is your out of state yield as it is today?
Answer: 20%
8. **Question:** Where are you currently sourcing lists?
Answer: College Board, NRCCUA and Cappex
9. **Question:** What level of access would we have to your current databases?
Answer: No access. We will give you the lists.

MSC 5720
752 Ott St., 1st Floor
Harrisonburg, VA 22807
540.568.3145 Phone
540.568.7935 Fax

PROCUREMENT SERVICES

10. **Question:** What outreach methods are you currently using for student search (email, direct mail, etc.)?
Answer: email and direct mail
11. **Question:** Are you doing both junior and senior search?
Answer: Yes
12. **Question:** Reference Proposal Instruction Item #6 on page 5 of the RFP. *Identify the amount of sales your company had during the last 12 months with each VASCUPP member institution.* By “amount” are you looking for total dollar amount at each institution or simply a list of contracts at each institution?
Answer: Dollar amount with each VASCUPP member institution.
13. **Question:** Do you have a budget for this RFP?
Answer: The university does not disclosure budget information for a project.
14. **Question:** Should proposal responses following the numbered sections begin on page one or should they begin on Page 4: Specific Proposal Instructions?
Answer: Page One.
15. **Question:** Does it affect the scoring percentage on how much one would use a small business?
Answer: Allocation of potential Points for each Evaluation Criteria identified in the RFP will be posted in eVA prior to the closing date/time of the RFP. Points are assigned based on the submission of a SWaM Plan using vendors that are registered with the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (*DSBSD*).

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

Sincerely,



for Doug Chester, VCO
Buyer Senior
Phone: (540-568-4272)