



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4647

This contract entered into this 27th day of June 2016, by College Marketing Technologies, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From June 27th, 2016 through June 26th, 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
- (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.

CONTRACTOR:

By: Tim Dodge
(Signature)

Tim Dodge
(Printed Name)

Title: Senior Vice President

PURCHASING AGENCY:

By: Doug Chester
(Signature)

Doug Chester
(Printed Name)

Title: Buyer Senior



**RFP # FDC-895, Admissions Geodemographic Research Services
Negotiation Summary for College Marketing Technologies, Inc.**

6/23/16

1. Pricing shall be in accordance with the revised pricing schedule (attached).
2. The pricing for a Profile Analysis shall include one of the included Subset Analyses in the proposal (#2, #3, #4, or #6) as part of the base Profile Analysis (#1) for no additional cost. The choice of which subset would happen 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 U.S. General Services Administration (GSA) rates for lodging, meals, and incidentals expenses at the time of travel. They can be referenced at <http://www.jmu.edu/financemanual/procedures/4215mie.shtml>



Pricing Schedule - College Marketing Technologies, Inc.

Profile” Analysis. CMT will produce a profile of James Madison’s historic matriculants in geodemographic terms. Using PRIZMne a market segmentation system, CMT will identify James Madison’s “Profile” in terms of Clusters or neighborhood types that have specific demographic variables. CMT will first define James Madison’s historic areas of geographic draw and once our PRIZM profiling is done, we will rank geographic markets by your potential. Geographic market potential will first rank Virginia markets, but will then be expanded to identify high potential geographic markets (ZIP Codes and/or counties) in other nearby states which might include Maryland, Delaware, New Jersey, Pennsylvania, Connecticut, District of Columbia, Massachusetts, New Hampshire, New York, Rhode Island, North Carolina, Ohio, West Virginia, Florida and Georgia and then across the remainder of the US.

- A. Analysis of James Madison’s historic draw by geography for inquiries, applicants, and matriculants
 - 1. Geographic penetration analyses – States, Counties and ZIP Codes, as appropriate
 - 2. Building historic unique James Madison Draw Areas (DA’s): Primary, Secondary and Tertiary. These are geographic areas that represent differing penetration rates into the available high school student age population for James Madison as well as different demographic profiles.
 - 3. Analysis of Inquiries, Applicants and Matriculants by Draw Area
 - 4. ZIP Codes and counties in James Madison’s Primary Draw Area (PDA)
 - 5. Counties and/or ZIP Codes in the Secondary Draw Area (SDA)
 - 6. Counties or Designated Marketing Areas (DMAs) in the Tertiary Draw Area (TDA).
 - 7. Ranking inquiries, applicants and matriculants, by distance from campus with penetration into the appropriate high school student age population.
- B. Identification of Geodemographic Target Groups by Draw Area for Inquiries, Applicants and Matriculants in
 - 1. Primary Draw Area
 - 2. Secondary Draw Area
 - 3. Tertiary Draw Area
 - 4. Demographic profile of each customized James Madison Target Group
- C. **(RFP III B 5)** Enrollment Funnel Yield Analysis (Student Population to Inquiry, Inquiry to Applicant, Applicant to Admit and Admit to Matriculant) by James Madison Target for each the:
 - 1. Primary Draw Area (PDA)
 - 2. Secondary Draw Area (SDA)
 - 3. Tertiary Draw Area (TDA)
 - 4. eXtra Draw Area (XDA)
- D. Comparative yearly analysis (2014 to 2015 to 2016) from Inquiries to Applicants to Matriculants by Target Group, by Draw Area
- E. **(RFP III B 4)** Quadrant Analysis Map and Report in the Primary Draw Area (Virginia) indicating ZIP Codes where James Madison should “Dominate” (High Potential, High Performance), “Invest” (High Potential, Low Performance), “Maintain” (Low Potential, High Performance) and “Trim” (Low Potential, Low Performance).



Pricing Schedule - College Marketing Technologies, Inc.

- F. **(RFP III B 4)** Market Potential Maps and Reports for the Secondary Draw Area, Tertiary Draw Area and eXDtra Draw Area ranking James Madison's Geographic Market Potential by Draw Area
1. Secondary Draw Area: ZIP Codes and/or Counties
 2. Tertiary Draw Area: Counties or Designated Marketing Areas
 3. eXtra Draw Area:
- G. **(RFP III B 3)** James Madison's key demographic targets will be correlated to:
1. 212 Media Imperatives, (46 Print, 119 TV and 47 Radio)
 2. 76 Demographics
 3. 146 Lifestyle Indicators and Descriptors
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In the report 8 ½" x 11" colored maps and overlays will be provided. However, most of these will also be produced for your ease of use in a 24" x 36" size.

COST: \$21,950

2. (RFP III A 4) CMT will build a "profile" of James Madison University's matriculants by Gender. If you are trying to more effectively recruit male students, it is important to better understand this population in comparison to your female student cohort so that you can build a different, more effective targeting scheme for your male prospects, inquiries and applicants. Once completed, one strategy that may prove effective is to add a group of the highest potential non-responding Student Search prospects directly to your JMU Inquiry List for a limited period of time allowing them to receive additional communications from the University and offering additional opportunities to respond.

COST: \$995

3. (RFP III A 5 & III B 6) CMT will build a profile of James Madison University's matriculants by multi-cultural status or ethnic background. If you believe that the geographic or demographic profile of students is different by ethnicity or if you are trying to more effectively recruit more qualified students from minority populations, it is important to better understand these populations so that you can build a different, more effective targeting scheme for each. On the JMU input data file, each applicant and matriculant address record, where available, should be coded with the appropriate JMU ethnicity code

COST: \$995

4. (RFP III A 7 7 III B 6) CMT will build a unique PRIZM Profile of James Madison's historic STEM (Science, Technology, Engineering and Math) students. CMT can analyze the geodemographic "Profile" of three years of James Madison University's STEM students. This subset analysis will allow James Madison to hone its admissions targeting scheme further by identifying the most likely matriculants by those academic disciplines. JMU's STEM students may have a geodemographic PRIZM "profile" that is markedly different than your other



Pricing Schedule - College Marketing Technologies, Inc.

enrolling students. It will be necessary to code each of the applicant and matriculant records on the files sent for analysis with either a code showing major or academic interest or else a specific STEM designation.

COST: \$995

5. (RFP III B 5) Student Search Yield Analysis. CMT will examine three years of James Madison's inquiries received as a result of a response to a Student Search communication and will chart JMU's inquiry, applicant and matriculant conversion by each of the 66 PRIZM Clusters as well as by James Madison target group, by JMU Draw Area (Primary, Secondary, Tertiary and eXtra). We will analyze the inquiry to matriculant conversion, by each of the 66 Clusters and by each JMU customized target in the Primary, Secondary, Tertiary and eXtra Draw Areas. This analysis will identify from which Clusters and targets James Madison is purchasing names and producing inquiries as well as applicants and matriculants and conversely which Clusters and targets are producing only inquiries/applicants with NO corresponding matriculants. Student Search must be identifiable as the first source of admissions contact.

COST: \$1,250

6. (RFP III) Transfers vs. Freshmen. CMT will construct all our analyses above using the freshman student population as a base. However, because James Madison University enrolls a large number of new transfer students annually and wishes to more effectively target that cohort going forward, it is important to additionally profile this historic transfer student population. To achieve this, JMU will need to separately provide CMT a file of transfer student applicant address records with matriculants flagged for 2014, 2015 and 2016.

COST: \$995

(RFP III B 1, 4, 5, 6) Once the initial analyses have been performed, you will have a tool that allows you to more effectively purchase names from College Board's Student Search and other sources including ACT-PLAN, NRCCUA and/or CBSS. James Madison will also be able to direct admissions travels into the highest potential geographic markets (ZIP Codes) in Virginia as well as out of state markets (counties and/or ZIP Codes) in New England, Maryland, District of Columbia, Pennsylvania, New York, Delaware, New Jersey, West Virginia, North Carolina, Georgia, Florida and other more distant out-of-state geographic markets (Texas and California). The services below are then often provided on an annual basis.



Pricing Schedule - College Marketing Technologies, Inc.

7. (RFP III B 1, 4, 5, 6) Target Coding or Prioritizing James Madison's Inquiry List and/or Student Search and NRCCUA lists. Upon completion of James Madison's "Profile" analysis, CMT can annually examine JMU's current pool of inquiries to identify the likelihood for each student to enroll. CMT will assign a James Madison Draw Area, James Madison Target and Historic Inquiry to Matriculant Conversion Rate to each student inquiry address record indicating the likelihood to enroll.

James Madison's historic conversion from Inquiry to Matriculant, Applicant to Matriculant and Admit to Matriculant will range by James Madison target and by geography (Primary Draw Area, Secondary Draw Area, Tertiary Draw Area and eXtra Draw)

You can adjust your direct mail, e-mail communications, telephone campaigns and admissions travel accordingly. Invest the greatest amount of admissions time, effort and expense in the recruitment of those students most likely to enroll. You can also use this target coding to segment your inquiry list to provide target specific messages to address specific needs and concerns of students, by demographic target.

It is impossible to effectively market your inquiry list by sending the same direct mail and publications to each prospective student and expecting that they will be equally effective.

With CMT's analysis, James Madison will be able to purchase College Board's Student Search and names from ACT-PLAN, NRCCUA and CBSS with greater intelligence by selecting those highest potential geographic markets. Then you can eliminate your initial mailing to those no-potential and lowest potential students. Finally, you can also use this coding to identify those best "matched" non-respondents that are worthy of a follow-up mailing/communication.

**COST: \$2,950 Plus \$46 for each
1,000 Names Coded**

8. (RFP III B 1, 6, C 1, 3, 4) Estimated Household Incomes. CMT can append each James Madison Inquiry List record with not only a likelihood to enroll but also an Estimated Household Income that is collected and assigned at the individual household level. The EHI is household income that is reported for a specific address record. Normally, it is all taxable and non-taxable income that is attributable to that address. Household incomes are assigned using the following ranges:

L = \$250,000+	F = \$75,000 - \$99,999
K = \$200,000 - \$249,999	E = \$50,000 - \$74,999
J = \$175,000 - \$199,999	D = \$35,000 - \$49,999
I = \$150,000 - \$174,999	C = \$25,000 - \$34,999
H = \$125,000 - \$149,999	B = \$15,000 - \$24,999
G = \$100,000 - \$124,999	A = \$ 0 - \$14,999

**COST: \$42 per 1,000 with a \$1,800
Minimum**



Pricing Schedule - College Marketing Technologies, Inc.

The geodemographic analysis and predictive model are built using files from James Madison with addresses of inquiries, applicants, admits and matriculants from each of the last three years: 2014, 2015 and 2016. Append to each address record the year of high school graduation or entrance year. Additionally, flag each Applicant/Admit/Matriculant record with a gender code in order to perform the Gender analysis. Append each Applicant, Admit and Matriculant address record with James Madison's multi-cultural background/ethnicity code and supply CMT with a key to let us know the description for each code. For the Student Search Yield Analysis, CMT will require JMU to flag each inquiry list record that had a first source admissions contact that was an initial response to a Student Search communication. Finally, for the STEM student analysis, each JMU Applicant, Admit, Matriculant record that is identified as a STEM student by academic interest or intended major, must be coded.

For the Transfer student analysis, CMT will require a separate file of Transfer student applicants for each of the last three years with a flag for those transfers that subsequently matriculated.

COLLEGE MARKETING TECHNOLOGIES, INC.

SPECIALISTS IN GEODEMOGRAPHIC RESEARCH

&

PREDICTIVE MODELING

PROPOSAL FOR ADMISSIONS
GEODEMOGRAPHIC RESEARCH SERVICES
RFP#FDC-895

for

JAMES MADISON
UNIVERSITY

April 2016

**JAMES MADISON UNIVERSITY
RFP COVER SHEET**

**ADMISSIONS GEODEMOGRAPHIC
RESEARCH SERVICES PROPOSAL**

**GEODEMOGRAPHY - AN
OVERVIEW**

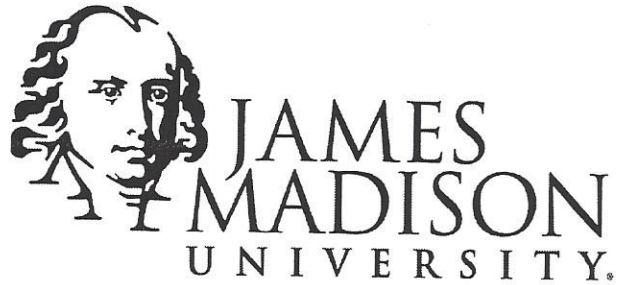
WHY CMT?

CMT CLIENT LIST

**REVENUE FROM VASCUPP
MEMBER INSTITUTIONS**

ATTACHMENT A

ATTACHMENT B

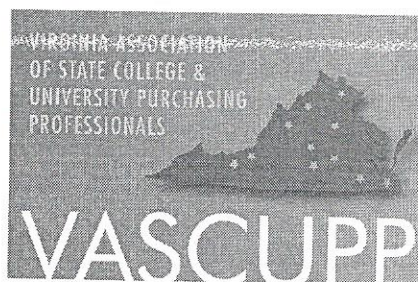


Request for Proposal

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:

College Marketing Technologies By: Tim Dodge
(Signature in Ink)
260 East Belvidere Rd. Ste. 373 Name: Tim Dodge
(Please Print)
Hainesville, IL 60030 Title: Senior Vice President
Date: 4/20/2016 Phone: 847-362-8290
Web Address: www.cmtant.com Fax #: _____
Email: tt.dodge@cmtant.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.

PROPOSAL FOR ADMISSIONS GEODEMOGRAPHIC RESEARCH SERVICES RFP #FDC-895

FOR

JAMES MADISON UNIVERSITY

The basis of this project is the "Profile" analysis (#1) which usually only needs to be performed every 3-4 years. Included are the analyses referenced in RFP#FDC-895, III "Statement of Needs," that might be most useful for you.

College Marketing Technologies will produce a quantifiable profile of James Madison University's historic matriculants in geodemographic terms. Using PRIZMne (PRIZM New Evolution), a market segmentation model, CMT will identify James Madison's "Profile" in terms of PRIZM Clusters that have very distinct demographic characteristics which are proven to be predictive of college choice. These analyses will first define James Madison's historic geographic draw, then quantify or PRIZM "profile" your historic students in each James Madison geographic drawing area that CMT develops and finally rank geographic markets (counties and ZIP Codes) both in Virginia but in out-of-state markets by the University's potential.

The starting point for the analysis is historic data that will be collected from the University. CMT will ask James Madison to provide CMT a file of three years of student address records for all freshman inquiries, applicants, admits and matriculants (2014, 2015 and 2016). These records must be appended with year of high school graduation or entrance year. Additionally, where available, append gender, multi-cultural group, academic interest/major, and first source of admissions contact if it came from a response to a Student Search communication or other purchased name solicitation. A file of Transfer student applicants, admits and matriculants should be forwarded separately. International student records should be excluded from the input data files and will be excluded from the analysis.

(RFP IV B 2) CMT will plot a latitude and longitude (lat/long) for the James Madison University campus. CMT will then distance-rank each inquiry, applicant and matriculant record from campus by similarly assigning each student address record a lat/long. We will then measure James Madison's penetration into the available high school student age population. This introductory penetration analysis will be performed at the county level. Penetration answers the question, "How well are we doing (how many inquiries, applicants or matriculants) against the available 14-17 year old high school student age population that is available to be recruited in that county (or ZIP Code).

CMT will next construct a Primary Draw Area (PDA) for James Madison by examining the University's historic geographic penetration rates. The PDA will be unique to James Madison. It may conform to county, ZIP Code or even distance band geography. The Primary Draw Area for many of the Virginia state-supported universities is the entire state of Virginia where county and ZIP Code penetration rates for the entire state geography are exceptionally high.

A Secondary Draw Area (SDA) will be constructed, as well. This is the next distance layer out for James Madison where penetration into the available pool of high school age students begins to disperse and where the University's demographic student profile is often different than it is in the Primary Draw Area. The SDA geography might include Maryland, Delaware, New Jersey, southwest Pennsylvania and the Boston to Washington DC corridor.

The Tertiary Draw Area (TDA) might be the remainder of the east coast from which James Madison has produced significant numbers of students previously – Vermont, New Hampshire, Maine, Massachusetts, New York, Pennsylvania, Ohio, New York, West Virginia, North Carolina, Georgia and Florida.

Finally, the eXtra Draw Area will be the remainder of the US.

Draw Areas are constructed because often the demographic PRIZM profile of who attends James Madison changes by geography. The demographic profile of who enrolls from your Primary Draw Area will likely be different than who enrolls from the Secondary and/or Tertiary Draw Areas. It is critical to build a specific historic profile in each Draw Area which will be used to target high potential students and high potential geographic markets in those same areas.

Next, each inquiry, applicant and matriculant address record at James Madison, for the three-year period, is geocoded and then assigned one of the 66 PRIZMne Clusters or neighborhood types. This Cluster assignment is made at the individual household level. CMT licenses the PRIZMne market segmentation model from Nielsen/Claritas Corporation. See the attachment – “Geodemography – An Overview.”

(RFP III B 3) PRIZM classifies every US neighborhood/household into one of 66 distinct Clusters. CMT will then examine James Madison's success in generating student matriculants, by PRIZM Cluster, by Drawing Area against the available high school student age population. Finally, James Madison will have targets constructed for them, in each Draw Area, which are customized aggregations of the 66 PRIZM Clusters.

(RFP III B 5) Within the Primary, Secondary, Tertiary and eXtra Draw Areas, CMT will determine James Madison's historic yield from available High School Student Population to Inquiry, Inquiry to Applicant, Applicant to Admit and Admit to Matriculant. Often we will identify demographic targets where James Madison is above average in generating inquiries or applicants but is below average in converting those same inquiries or applicants to matriculation. It may simply be a better understanding is required of this target group to assist in building target specific messages to more effectively address specific needs and concerns in order to improve conversion rates. Areas of strength and weakness at each step in the enrollment funnel will be identified.

(RFP III B 4) Once CMT better understands the geographic and demographic profile of those students with whom you have had the greatest success, we assist in identifying those geographic markets (counties and ZIP Codes) where James Madison can go to find more students who look most “alike” those “high potential” students with whom you have had the greatest success previously.

Remember that this geodemographic research first identifies “Who” are my most likely matriculants, “Where” can I go geographically to find more of them and then “How” can I more effectively reach them with target specific messages.

(RFP III B 4) CMT will calculate the market potential and James Madison's historic performance for each piece of geography (ZIP Codes and/or Counties) in each the Primary Draw Area, Secondary Draw Area and Tertiary Draw Area. This will allow James Madison to direct resources, including name purchases and admissions travel, into those geographic markets that offer the highest potential for matriculants. You will build a better inquiry and applicant pool because you are more effectively “matching” the student to the University. You first have to “fish in the right ponds.”

In addition, retention will improve for that very same reason. Prospective students are concerned with congruence or fit. CMT's analyses will allow you to do a more effective job of locating and then recruiting students who look most alike those “desired” students who have enrolled before.

CMT would assert that James Madison does not require more inquiries and applicants. You just need more of the “right” inquiries and applicants.....those most likely to enroll.

(RFP III B 3) James Madison’s targets will be comprised of PRIZM Clusters that you may not be familiar with. In an effort to help you better understand your multiple student targets, CMT will build a word picture of each. In order to allow you to better understand each target, CMT will also correlate each of your unique high potential targets to 76 Demographics, 146 Lifestyle Indicators and Descriptors, 212 Media Imperatives (including 46 Print, 119 TV and 47 Radio) and 91 Electronics Usage variables.

CMT will then summarize opportunities for James Madison.

- 1. (RFP III B 3, IV B 2) “Profile” Analysis.** CMT will produce a profile of James Madison’s historic matriculants in geodemographic terms. Using PRIZMne a market segmentation system, CMT will identify James Madison’s “Profile” in terms of Clusters or neighborhood types that have specific demographic variables. CMT will first define James Madison’s historic areas of geographic draw and once our PRIZM profiling is done, we will rank geographic markets by your potential. Geographic market potential will first rank Virginia markets, but will then be expanded to identify high potential geographic markets (ZIP Codes and/or counties) in other nearby states which might include Maryland, Delaware, New Jersey, Pennsylvania, Connecticut, District of Columbia, Massachusetts, New Hampshire, New York, Rhode Island, North Carolina, Ohio, West Virginia, Florida and Georgia and then across the remainder of the US.
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COST: \$21,950

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7. (RFP III B 1, 4, 5, 6) Target Coding or Prioritizing James Madison's Inquiry List and/or Student Search and NRCCUA lists. Upon completion of James Madison's "Profile" analysis, CMT can annually examine JMU's current pool of inquiries to identify the likelihood for each student to enroll. CMT will assign a James Madison Draw Area, James Madison Target and Historic Inquiry to Matriculant Conversion Rate to each student inquiry address record indicating the likelihood to enroll.

James Madison's historic conversion from Inquiry to Matriculant, Applicant to Matriculant and Admit to Matriculant will range by James Madison target and by geography (Primary Draw Area, Secondary Draw Area, Tertiary Draw Area and eXtra Draw)

You can adjust your direct mail, e-mail communications, telephone campaigns and admissions travel accordingly. Invest the greatest amount of admissions time, effort and expense in the recruitment of those students most likely to enroll. You can also use this target coding to segment your inquiry list to provide target specific messages to address specific needs and concerns of students, by demographic target.

It is impossible to effectively market your inquiry list by sending the same direct mail and publications to each prospective student and expecting that they will be equally effective.

With CMT's analysis, James Madison will be able to purchase College Board's Student Search and names from ACT-PLAN, NRCCUA and CBSS with greater intelligence by selecting those highest potential geographic markets. Then you can eliminate your initial mailing to those no-potential and lowest potential students. Finally, you can also use this coding to identify those best "matched" non-respondents that are worthy of a follow-up mailing/communication.

**COST: \$2,950 Plus \$46 for each
1,000 Names Coded**

8. (RFP III B 1, 6, C 1, 3, 4) Estimated Household Incomes. CMT can append each James Madison Inquiry List record with not only a likelihood to enroll but also an Estimated Household Income that is collected and assigned at the individual household level. The EHI is household income that is reported for a specific address record. Normally, it is all taxable and non-taxable income that is attributable to that address. Household incomes are assigned using the following ranges:

L = \$250,000+	F = \$75,000 - \$99,999
K = \$200,000 - \$249,999	E = \$50,000 - \$74,999
J = \$175,000 - \$199,999	D = \$35,000 - \$49,999
I = \$150,000 - \$174,999	C = \$25,000 - \$34,999
H = \$125,000 - \$149,999	B = \$15,000 - \$24,999
G = \$100,000 - \$124,999	A = \$ 0 - \$14,999

**COST: \$42 per 1,000 with a \$1,800
Minimum**

The geodemographic analysis and predictive model are built using files from James Madison with addresses of inquiries, applicants, admits and matriculants from each of the last three years: 2014, 2015 and 2016. Append to each address record the year of high school graduation or entrance year. Additionally, flag each Applicant/Admit/Matriculant record with a gender code in order to perform the Gender analysis. Append each Applicant, Admit and Matriculant address record with James Madison's multi-cultural background/ethnicity code and supply CMT with a key to let us know the description for each code. For the Student Search Yield Analysis, CMT will require JMU to flag each inquiry list record that had a first source admissions contact that was an initial response to a Student Search communication. Finally, for the STEM student analysis, each JMU Applicant, Admit, Matriculant record that is identified as a STEM student by academic interest or intended major, must be coded.

For the Transfer student analysis, CMT will require a separate file of Transfer student applicants for each of the last three years with a flag for those transfers that subsequently matriculated.

GEODEMOGRAPHY - AN OVERVIEW

GEODEMOGRAPHY is a concept for targeting small areas (neighborhoods, 9-digit ZIP Codes and households) based on lifestyle and behavioral differences that translates to differing potentials for products, services and media. The basic marketing premise associated with geodemography is

*If one's place of residence is known
One's basic lifestyle can be reliably predicted.*

*If one's lifestyle can be predicted
One's behavior can be predicted, also.*

Social scientists began formulating empirical evidence to support this theory as early as the 1930's when the School of Human Ecology was founded at the University of Chicago. During subsequent decades, pioneering work was done at the University of California at Berkeley and at CCNY. However, it was not until 1970 that census data were released for the first time on computer tape and that a small area typology could be mathematically modeled and produced. In 1974, Claritas Corporation introduced the first neighborhood lifestyle segmentation model, called **PRIZM**. Over the past 40+ years, **PRIZM** has proven this concept to be both a valid descriptor of neighborhood lifestyles and a powerful predictor of consumer behavior. Except for obvious climatic differences, similar neighborhoods do buy, use and act similarly across the country.

Claritas originally developed **PRIZM** by merging over 600 Census variables for demographics and customer purchase files with over 100 million records for behavior, with small area geography to produce 40 distinct definitions to describe every neighborhood in the United States. These 40 **PRIZM** Clusters (from the mathematical technique of hierarchical cluster analysis) were assigned nicknames, such as *Blue Blood Estates*, *Golden Ponds* and *Shotguns & Pickups*, to assist in visualizing each neighborhood. Each cluster was fully documented and correlated with hundreds of standard demographics. Finally, every neighborhood was assigned a unique **PRIZM** Cluster. This model allows targeting at a number of different geographic levels:

- 30,000 Residential ZIP Codes (average: 3,800 Households)
- 68,000 Census Tracts (1,350 Households)
- 200,000+ Postal Carrier Routes (400 Households)
- 209,000 Census Block Groups (500 Households)
- 19,000,000 Residential ZIP + 4's or 9-Digit ZIP Codes (<10 Households)
- 114,000,000 Residential ZIP + 6's (Individual US Households)

With the release of the 2000 Census, the entire **PRIZM** system was remodeled in 2004. Some neighborhood types disappeared, while others emerged as distinct lifestyle entities. The new model **PRIZMne** (New Evolution) incorporates 66 Clusters. In 2011, the Nielsen Company acquired Claritas. The **PRIZM** model is routinely updated using thousands of demographic and behavioral crosstabs of data collected and assigned at the individual household level.

For general marketing applications, the real power of geodemography lies in its ability to integrate products, services and media. Product and service information can come from the client's customer files and/or syndicated research databases, such as SMRB (Simmons Market Research Bureau) or MRI (Mediamark Research & Intelligence). Media applications include *broadcast*, both local and network; *print*, individual magazines and newspapers; and *outdoor advertising*. For direct mail, **PRIZM** can be used, by itself, on any list; however, when combined with client databases and/or individual level data from mailing lists, and/or a unique demographic, pinpoint targeting to specific households and individuals can be realized. This targeting produces a higher probability of success with less waste, effort and cost. For retail applications or sales management, **PRIZM** can prioritize product or service potential by locality, market or territory. Most all of the applications can be tied into the lifestyle descriptors to assist in the creative process.

*(As a side comment, it should be noted that **PRIZM** is a fixed segmentation system. It is not intended to provide 100% of the answer. Unique modeling of client databases and specific primary research may provide more specific answers but usually at a much higher cost and, by definition, within a much narrower application window. Unique models are intended to answer a specific application, at a specific point in time, for a specific media, and with results not readily transferable across applications. One key advantage to a fixed system, and particularly **PRIZM**, is its transferability across marketing requirements.)*

For colleges and universities using **PRIZM**, alone or in conjunction with other data, a client can get actionable answers to the fundamental marketing questions of:

WHO are our best prospective students;
WHERE are they and where are more of them;
HOW do we reach them - by media and message.

COLLEGE MARKETING TECHNOLOGIES¹

For the same reason that the patterns for products and services are predictable by Cluster, College Marketing Technologies (CMT) theorized that students also choose colleges and universities which best correspond to their lifestyle and demographic backgrounds. Over the last twenty-five years, this hypothesis has been tested and its validity proven.

CMT built on the Claritas concept by further integrating the census demographic database with updated socioeconomic information, educational data from a variety of sources and consumer surveys. CMT aggregates these data to regroup the US into CMT-defined target groups that are unique to the college or university. The CMT methodology also incorporates the relevant college bound age population and geographic subsets.

¹ Specific CMT personnel have been extensively involved with Claritas and PRIZM since 1980. A technical paper on the applications of geodemography was published by the founder of Claritas, Jonathan Robbin, and CMT's John DeReu in the Fall of 1980.

WHY COLLEGE MARKETING TECHNOLOGIES?

As James Madison University investigates vendors to assist them with Admissions Geodemographic Research Services, there are a number of issues that you may wish to consider: 1) Experience in providing this type of research; 2) Names and credentials of CMT employees who will be assigned to this project; 3) Methodology; 4) Timing and completion of project; and 5) Target Coding.

CMT's previous college/university clients have had different motivations for wishing to invest in this research. Some believe that if they can better understand who they are, they will be better able to craft target specific messages to more effectively reach their multiple target student audiences. Others want to improve their Inquiry to Applicant or Admit to Matriculant yields by identifying those students most likely to enroll. Some want to more effectively target and then reach specific student sub-populations such as Multi-Cultural students, Males, Transfers and STEM students. Concerns with retention are often a key or trying to identify those students most likely to persist as well as those most likely to attrit. Some institutions wish to identify those highest potential out-of-state geographic markets to which they can direct admissions travels and name purchases. Others wish to more effectively purchase prospect names from College Board's Student Search and then screen those names to whom they mail. Some want to target more students who come from families with greater financial resources who will not require need-based financial assistance. CMT's analyses are customized to meet the specific needs of James Madison University and assist in achieving JMU's objectives.

"All inquiries and applicants are not equal." JMU needs more of the "right" inquiries and the "right" applicants - those most likely to enroll. This modeling helps build a better inquiry pool by investing more of your resources in those highest potential geographic markets both in Virginia, then in out-of-state markets. Then we can assist by assigning every inquiry (or prospect – purchased name) with a "likelihood to enroll". Now JMU can invest your limited admissions resources in follow-up efforts and communications with those students that afford the highest potential to matriculate as well as reduce or eliminate effort to those that offer the lowest potential for enrollment.

1. EXPERIENCE IN PROVIDING GEODEMOGRAPHIC ANALYSES (RFP IV B 3)

College Marketing Technologies, Inc. (CMT) provides one primary service: geodemographic market segmentation research/predictive modeling. Using the PRIZM market segmentation model CMT builds a quantifiable, measurable profile of JMU's historic matriculants. Then we assist the University in identifying "**WHO**" are the most likely prospects on your inquiry list and purchased name lists that look most alike those students who have enrolled previously; "**WHERE**" can I go geographically to find more of these highest potential students? Which Counties and ZIP Codes afford the highest potential? and "**HOW**" can I most effectively reach them with direct mail (target specific messages), e-mail and media advertising?

CMT's college and university clients run the gamut from the large public universities such as Virginia Tech, Virginia Commonwealth, Ohio State, University of Michigan, Iowa State University, University of Wisconsin, Miami University of Ohio then to large private colleges and universities like University of Miami, Saint Louis University, Embry-Riddle, Carnegie Mellon, Marquette, DePaul, Butler and Xavier to the smaller 4-year privates such as Marymount University, Mary-Baldwin College, Randolph-Macon College, Virginia Wesleyan and others in VA. See list of references.

Each college/university has developed its own distinct geodemographic profile over a period of time. No two schools are alike although some similarities may occur. You must first understand that **you are, who you are**. In the future, it will always be easiest to attract students who look geodemographically alike those who have enrolled previously. Our research will allow James Madison to leverage admissions results using a profile that is specific for you. See "Geodemography, An Overview."

Although we perform geodemographic research/predictive modeling primarily for college and university clients, we also do business as Applied Marketing Technologies and have completed analytic projects for a number of consumer product and/or service companies, retailers and other business clients such as: Disney, LL Bean, Sears, Coca Cola, Chrysler, Prodigy, Slimfast, Proctor & Gamble, Domino's Pizza, Johnson Wax, Pella Windows, White Castle Hamburgers, Sonic Restaurants, Cracker Barrel Restaurants, Charles Schwab, American Family Life Assurance Company (AFLAC), Black & Decker, Sportmart, SeaWorld, Indianapolis Colts, New England Patriots, Chicago Mercantile Exchange, Taco Bell, etc.

The professionals at College Marketing Technologies have been providing geodemographic research/predictive modeling since 1999. We have spent years honing our level of expertise in adapting this technology to college admissions/enrollment. It is all that we do. We do not have an array of other products and services that we cross sell.

CMT has been featured in US News and World Report, the Wall Street Journal, New York Times, Chicago Tribune, Christian Science Monitor and the Philadelphia Inquirer.

Our experience is not only vital but there are a number of proprietary analyses and procedures that CMT has developed which others do not and cannot perform even though they may license the PRIZM system.

One of the most beneficial services that CMT provides, after the analyses are complete, is annually coding or prioritizing JMU's inquiry list and purchased Student Search list from College Board at the smallest level of geography possible: the 11-digit ZIP Code (household specific). CMT can identify those students that look most geodemographically alike your historic matriculants and with whom you should invest the greatest amount of admissions time, energy and expense. We can likewise flag those students that are most unlikely to enroll. This target coding/prioritizing will continue to be one of the most vital procedures for you after we have built your PRIZM "Profile."

The mapping that CMT will provide James Madison will be 2' x 3' colored maps, coded at ZIP Code or County level. These are a tremendous benefit for visualization by admissions personnel as well in directing admissions travel activity and name purchases.

Anyone can license the PRIZM market segmentation system. Nielsen/Claritas will provide rudimentary training. But, this whole procedure of examining admissions data, building university draw areas based on historic market penetration, constructing targets by aggregating PRIZM Clusters and determining geographic market potential continues to be much more of an art than a science. No one performs geodemographic research and predictive modeling as well as CMT! It is all that we do.

2. NAMES AND CREDENTIALS OF CMT EMPLOYEES WHO WILL WORK ON THE JAMES MADISON UNIVERSITY PROJECT (RFP IV B 3)

John DeReu of CMT/AMT is a Claritas/PRIZM guru. He has worked intimately with the PRIZM market segmentation model for almost 30 years, eight of which were as Regional Vice President for Claritas Corporation, the company that developed and now licenses the PRIZM model.

Prior to his association with Claritas and CMT/AMT, John served 20 years at LTC in the US Army. He served four years on the staff and faculty of the Command and General Staff College, Fort Leavenworth, Kansas. In his final military assignment, he directed an organization that developed and implemented a revolutionary analysis system that quantified the market potential for every Army recruiter and for every ZIP Code in the US. He culminated his military career as head of a task force that designed the US Army Recruiting Command Integrated Management System (CIMS) that was implemented in the mid-eighties and continues in use today. John earned his BS from the University of Illinois and his MBA from the University of Utah. John will personally design and perform much of the primary research for the JMU project.

Karin Toth, Production Manager will assist John with the primary research. She is an honors graduate of Northern Illinois University where she earned dual degrees in Mathematics and Geographic Information Systems (GIS).

Tim Dodge served 18 years as Vice President of Admissions and Financial Aid at Augustana College in Illinois. He has been on your side of the desk and has been integral in making these analyses not only easily understandable, but also immediately actionable for the enrollment management and admissions “team.” Tim will be responsible for interpretation of data, recommending strategy and guiding you through the analyses, section by section. Your success in effectively using this research is our success. Tim graduated with honors from Augustana College (IL) with a BA in Psychology and then achieved his MS in Education, with honors, from Western Illinois University.

3. METHODOLOGY (RFP IV B 2)

Using JMU’s historic inquiries, applicants and matriculants for, 2014, 2015 and 2016, CMT will first geocode, then PRIZM Cluster code, each James Madison student address. Then we will distance rank each record from your campus and calculate penetration into the available student-age population within each US county. This procedure will assist in creating the Primary Draw Area, Secondary Draw Area and Tertiary Draw Area.

The drawing areas for JMU will be unique. The delineation of Primary Draw Area to Secondary Draw Area and then Secondary Draw Area to Tertiary Draw Area is part of the art to designing these custom analyses. At some arbitrary distance point the University’s penetration into the available high school population begins to disperse and beyond that same geography the demographic “Profile” of the University’s historic matriculant changes.

Building a demographic profile without regard for geography is a flawed methodology. JMU will have a different targeting scheme developed, in each JMU drawing area. Then within each drawing area the historic profile will be used to determine market potential for each piece of geography (Counties, ZIP Codes) within that same draw area.

CMT licenses the PRIZM market segmentation model from Nielsen/Claritas Corporation. See “Geodemography, An Overview” for a complete explanation of the PRIZM system. PRIZM classifies every US neighborhood and every household into one of 66 distinct Clusters. James Madison University will have customized targets built for them that are aggregations of the 66 PRIZM Clusters.

4. TIMING & COMPLETION (RFP IV B 2)

CMT will be able to begin production as soon as viable, readable files are received from James Madison. Once input files are received and CMT verifies annual inquiry applicant and matriculant counts with JMU, a four to six week turn-around time should be expected before delivery of this analytic project.

5. TARGET CODING (RFP III B 2, 3, 5 & IV B 2)

The target coding or predictive model scoring that CMT can perform, once the analyses are complete, is provided at the smallest level of geography possible, the 11-digit ZIP Code (household specific) and insures complete accuracy in the assignment of PRIZM Cluster, JMU target, Historic Inquiry to Matriculant Conversion Rate and Household Income. This is one of the single greatest benefits that these analyses provide. Others might suggest targeting student Inquiry List or purchased list address records at the ZIP Code level or Census Bureau Block Group (500 households) which can just as often produce an incorrect target assignment as the correct one since Clusters/targets assigned at a macro-level geographic level are as often wrong as right.

COLLEGE MARKETING TECHNOLOGIES, INC.

2000-2016 COLLEGE / UNIVERSITY CLIENT LIST

ADRIAN COLLEGE, MI
ALBION COLLEGE, MI
ALMA COLLEGE, MI
ALVERNIA COLLEGE, PA
ALVERNO COLLEGE, WI
ANDERSON UNIVERSITY, IN
ANTIOCH COLLEGE, OH
AQUINAS COLLEGE, MI
AUBURN UNIVERSITY, AL
AUGSBURG COLLEGE, MN
AUGUSTANA COLLEGE, IL
AUGUSTANA COLLEGE, SD
BAKER UNIVERSITY, KS
BAY PATH COLLEGE, MA
BETHANY COLLEGE, KS
BIRMINGHAM SOUTHERN COLLEGE, AL
BOWLING GREEN STATE UNIVERSITY, OH
BUTLER UNIVERSITY, IN
CABRINI COLLEGE, PA
CALIFORNIA STATE UNIVERSITY, FRESNO, CA
CALIFORNIA UNIVERSITY OF PENNSYLVANIA, PA
CANISIUS COLLEGE, NY
CARSON-NEWMAN COLLEGE, TN
CARNEGIE MELLON UNIVERSITY, PA
CATAWBA COLLEGE, NC

CENTENARY COLLEGE, NJ
CENTRAL MICHIGAN UNIVERSITY, MI
CENTURY COLLEGE, MN
CHRISTIAN BROTHERS UNIVERSITY, TN
COLLEGE OF LAKE COUNTY, IL
COLLEGE OF SAINT BENEDICT, MN
COLLEGE OF ST. SCHOLASTICA, MN
COUNTY COLLEGE OF MORRIS, NJ
CURRY COLLEGE, MA
DEPAUL UNIVERSITY, IL
DEPAUW UNIVERSITY, IN
DOMINICAN UNIVERSITY, IL
EARLHAM COLLEGE, IN
ELON UNIVERSITY, NC
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, FL
FLAGLER COLLEGE, FL
FLORIDA INSTITUTE OF TECHNOLOGY, FL
FLORIDA SOUTHERN COLLEGE, FL
FONTBONNE UNIVERSITY, MO
FURMAN UNIVERSITY, SC
GEORGETOWN COLLEGE, KY
GLOUCESTER COUNTY COLLEGE, NJ
GOLDEN GATE UNIVERSITY, CA
HANOVER COLLEGE, IN
HARTWICK COLLEGE, NY
HEIDELBERG COLLEGE, OH
HIRAM COLLEGE, OH
HOLLINS UNIVERSITY, VA

ILLINOIS INSTITUTE OF TECHNOLOGY, IL
IOWA STATE UNIVERSITY, IA
ITHACA COLLEGE, NY
IVY TECH STATE COLLEGE, IN
JACKSONVILLE UNIVERSITY, FL
JAMES MADISON UNIVERSITY, VA
JUDSON COLLEGE, IL
KALAMAZOO COLLEGE, MI
KANSAS CITY ART INSTITUTE, MO
KETTERING UNIVERSITY, MI
KNOX COLLEGE, IL
LAKE FOREST COLLEGE, IL
LAWRENCE UNIVERSITY, WI
LESLEY UNIVERSITY, MA
LORAS COLLEGE, IA
LOUISBURG COLLEGE, NC
LUTHER COLLEGE, IA
LYON COLLEGE, AR
MARQUETTE UNIVERSITY, WI
MARY BALDWIN COLLEGE, VA
MARYLAND INSTITUTE COLLEGE OF ART, MD
MARYMOUNT UNIVERSITY, VA
MARYVILLE UNIVERSITY, MO
MERRIMACK COLLEGE, MA
MIAMI UNIVERSITY OF OHIO, OH
MITCHELL COLLEGE, CT
MONMOUTH COLLEGE, IL
MOUNT HOLYOKE COLLEGE, MA

NATIONAL LOUIS UNIVERSITY, IL
NEW YORK CHIROPRACTIC COLLEGE, NY
NEW YORK UNIVERSITY, NY
NEWBURY COLLEGE, MA
NIAGARA UNIVERSITY, NY
NORMANDALE COMMUNITY COLLEGE, MN
NORTH PARK COLLEGE, IL
NORTHEASTERN UNIVERSITY, MA
NORTHERN ILLINOIS UNIVERSITY, IL
NORTHLAND COLLEGE, WI
NORTHWESTERN COLLEGE, OH
NORTH CENTRAL COLLEGE, IL
NORTH CAROLINA WESLEYAN, NC
NORTHWOOD UNIVERSITY, MI, FL & TX
NORWICH UNIVERSITY, VT
OHIO STATE UNIVERSITY, OH
OHIO WESLEYAN UNIVERSITY, OH
PLATTSBURGH STATE UNIVERSITY OF NEW YORK, NY
POINT PARK COLLEGE, PA
PURCHASE COLLEGE, NY
QUINNIPIAC COLLEGE, CT
RANDOLPH-MACON COLLEGE, VA
RANDOLPH-MACON WOMAN'S COLLEGE, VA
RENSSELAER POLYTECHNIC INSTITUTE, NY
RIDER UNIVERSITY, NJ
ROSE-HULMAN INSTITUTE OF TECHNOLOGY, IN
SACRED HEART UNIVERSITY, CT
ST. AMBROSE UNIVERSITY, IA

ST. ANDREWS UNIVERSITY, NC

ST. BONAVENTURE UNIVERSITY, NY

ST. JOHN'S COLLEGE, MD & NM

ST. JOHN'S UNIVERSITY, MN

ST. LAWRENCE UNIVERSITY, NY

SAINT LEO UNIVERSITY, FL

SAINT LOUIS UNIVERSITY, MO

SAINT MARY COLLEGE, KS

SAINT MARY-OF-THE-WOODS COLLEGE, IN

SAINT MARY'S COLLEGE, MD

ST. MARYS UNIVERSITY OF SAN ANTONIO, TX

ST. NORBERT COLLEGE, WI

SAINT OLAF COLLEGE, MN

SAINT XAVIER UNIVERSITY, IL

SAMFORD UNIVERSITY, AL

SAVANNAH STATE COLLEGE, GA

SCHOOL OF THE ART INSTITUTE OF CHICAGO, IL

SIENA HEIGHTS UNIVERSITY, MI

SWEET BRIAR COLLEGE, VA

TABOR COLLEGE, KS

TACOMA COMMUNITY COLLEGE, WA

TENNESSEE TECHNOLOGICAL UNIVERSITY, TN

TRINITY UNIVERSITY, TX

TUSCULUM COLLEGE, TN

UNIVERSITY OF CENTRAL FLORIDA, FL

UNIVERSITY OF CHARLESTON, WV

UNIVERSITY OF DUBUQUE, IA

UNIVERSITY OF HARTFORD, CT

UNIVERSITY OF MAINE, ME

UNIVERSITY OF MIAMI, FL

UNIVERSITY OF MICHIGAN, MI

UNIVERSITY OF MOUNT UNION (OH)

UNIVERSITY OF NEW HAVEN, CT

UNIVERSITY OF NORTH CAROLINA, NC

UNIVERSITY OF PITTSBURGH AT BRADFORD, PA

UNIVERSITY OF PITTSBURGH AT JOHNSTOWN, PA

UNIVERSITY OF ST. FRANCIS, IL

UNIVERSITY OF ST. THOMAS, MN

UNIVERSITY OF WISCONSIN, WI

VALPARAISO UNIVERSITY, IN

VIRGINIA COMMONWEALTH UNIVERSITY, VA

VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY (VIRGINIA TECH), VA

VIRGINIA WESLEYAN COLLEGE, VA

VITERBO COLLEGE, WI

WAUBONSEE COMMUNITY COLLEGE, IL

WEBSTER UNIVERSITY, MO

WESTERN STATE COLLEGE OF COLORADO, CO

WESTMINSTER COLLEGE, MO

WHITTIER COLLEGE, CA

WILKES UNIVERSITY, PA

WILLIAM JEWELL COLLEGE, MO

WITTENBERG UNIVERSITY, OH

WOFFORD COLLEGE, SC

XAVIER UNIVERSITY, OH

COLLEGE MARKETING TECHNOLOGIES, INC. ALSO DOES BUSINESS AS **APPLIED MARKETING TECHNOLOGIES** FOR RETAILERS AND CONSUMER PRODUCT & SERVICE MANUFACTURERS AND PROVIDERS. CLIENTS OF **APPLIED MARKETING TECHNOLOGIES**:

LL BEAN
BENJAMIN MOORE
NEW YORK TIMES
CHRYSLER
SLIMFAST
COCA COLA
PROCTER & GAMBLE
DISNEY WORLD
WHITE CASTLE HAMBURGERS
JOHNSON WAX (RAID)
CHICAGO TRIBUNE
PELLA WINDOWS
AMERICAN FAMILY LIFE ASSURANCE COMPANY (AFLAC)
FORT HOWARD PAPER
SUB-ZERO
PACESETTERS
SIMPLICITY EQUIPMENT
SONIC RESTAURANTS
JANSPORT
BOSTON WHALER
HUSTLER BOATS
DREMEL TOOLS
KRAMER KRASSELT
TALMAN SAVINGS BANK
FORTUNE BANKS
DIAMOND EXTERIORS
ALLEN EDMONDS SHOES
DOMINOS PIZZA
CHARLES SCHWAB
SEARS
CRACKER BARREL RESTAURANTS
HYATT
MIDAS MUFFLERS
RITZ-CARLTON
PUR
SPORTMART
BLACK & DECKER
SEA WORLD
FRANZ KLAMMER LODGE
SUCCESSORIES
INDIANAPOLIS COLTS
NEW ENGLAND PATRIOTS
ILLINOIS LOTTERY
DISCOUNT AUTO
CHICAGO MERCANTILE EXCHANGE
CHICAGO FIELD MUSEUM
CARNEGIE LIBRARY
FLYCHEAP.COM
THERMO-SHIELD
ACORN MUTUAL FUNDS
TACO BELL
W.R. CASE & SONS CUTLERY

College Marketing Technologies, Inc. sales to VASCUPP Member
Institutions during the last 12 months:

Virginia Commonwealth University	\$18,608
Longwood University	\$ 1,500
James Madison University	\$ 9,430

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 24 Months 11

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 #
<u>Elon University</u>	<u>20 Years</u>	<u>Elon, NC</u>	<u>Mr. Greg Zaiser 336-278-7648</u>
<u>Virginia Commonwealth Univ.</u>	<u>1 Yr</u>	<u>Richmond, VA</u>	<u>Mark Meadows 804-827-4005</u>
<u>Samford University</u>	<u>4 Years</u>	<u>Birmingham, AL</u>	<u>Mr. Jason Black 205-726-2871</u>
<u>Mary Baldwin College</u>	<u>2 Years</u>	<u>Staunton, VA</u>	<u>Ms. Lois Williams 540-887-7285</u>
<u>Northeastern University</u>	<u>6 Years</u>	<u>Boston, MA</u>	<u>Ms. Shane Karcz 617-373-7634</u>

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

College Marketing Technologies, Inc.

260 East Belvidere Road, Suite 373

Hainesville, IL 60030

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

[] YES [X] NO

IF YES, EXPLAIN: _____

6. Be sure authorized signature appears on front page.

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

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

Offeror Name: College Marketing Technologies Preparer Name: Tim Dodge

Date: 4/20/2016

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____

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

Offeror / Proposer:

College Marketing Technologies 260 East Belvidere Rd. Ste. 373
Firm Address Hainesville, IL 60030

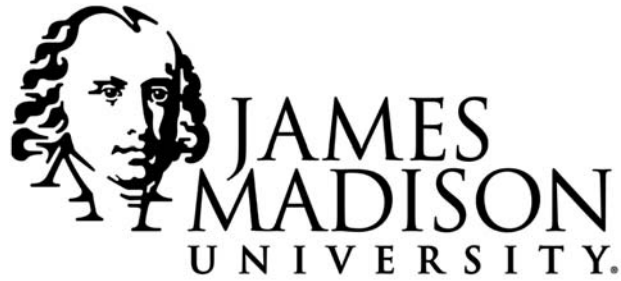
Tim Dodge
Contact Person/No.

4/29/19
Date Form Completed

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



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’s proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

- 1. Return RFP cover sheet and all addenda 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. OWNERSHIP 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 its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials.

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 SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____

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: _____
(Signature)

By: _____
(Signature)

(Printed Name)

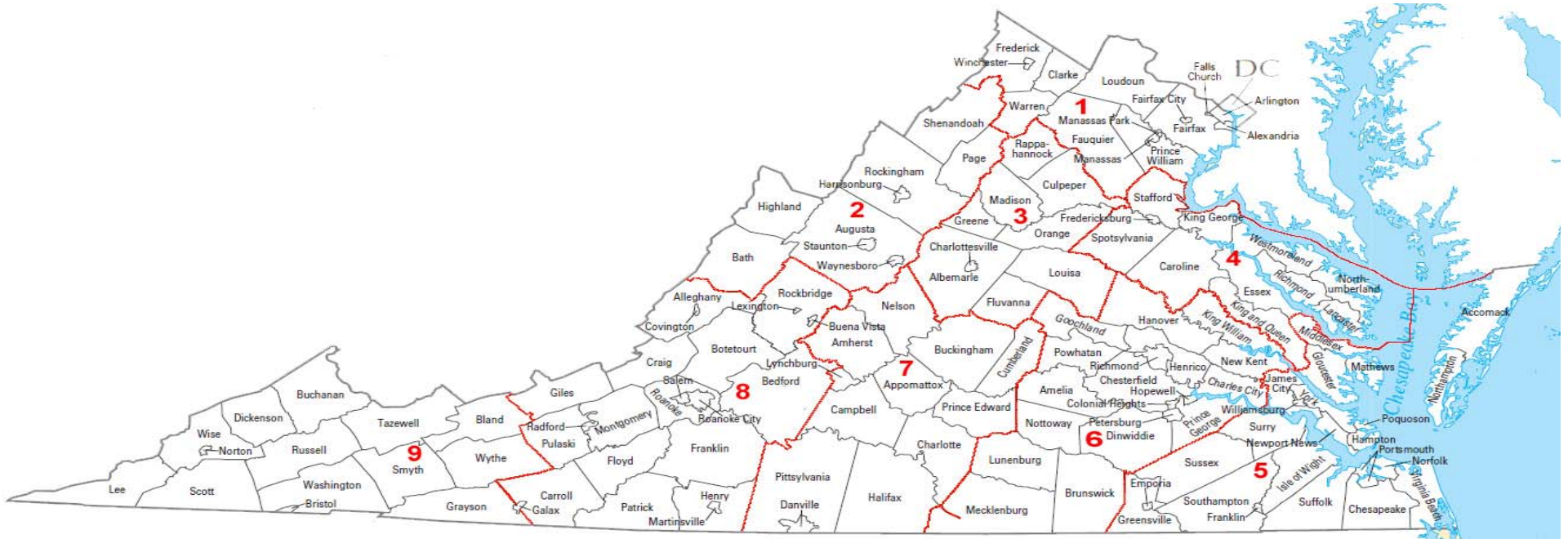
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

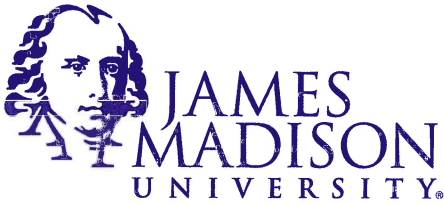
University of Virginia (Charlottesville)

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.

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)