



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5201

This contract entered into this 1st day of August 2018, by PB Mares, LLP 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 August 1, 2018 through July 31, 2019 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal FDC-1008 dated May 4, 2018:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One dated May 24, 2018
- (3) The Contractor's Proposal dated May 29, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated July 30, 2018.

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

CONTRACTOR:

By: Betsy L. Hedrick
(Signature)

Betsy L. Hedrick
(Printed Name)

Title: Partner

PURCHASING AGENCY:

By: Doug Chester
(Signature)

Doug Chester
(Printed Name)

Title: Buyer Senior



**RFP # FDC-1008, Auditing Services for WMRA Radio
Station Negotiation Summary for PBMares, LLP**

July 30, 2018

1. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP FDC-1008.
2. Contractor's pricing schedule is as follows:

\$19,313.00 per year for auditing services

Pricing shall be inclusive of all necessary fees required to fulfill this contract. Contractor has disclosed all potential fees. Additional charges will not be allowed.
3. Contractor hereby rescinds confidentiality of its entire proposal dated May 29, 2018 and all subsequent negotiations.
4. Any potential renewal increases will be based on the then current CPI-W rate of the "Other Services" category.
5. The Contractor shall be present for the annual JMU Board of Visitors audit meeting and will provide responses to questions about the audit, should they arise.

PROPOSAL FOR:

WMRA Radio Station



May 29, 2018

A Proposal to Provide Auditing Services for the Year Ending
June 30, 2018 with an Option to Renew for Nine (9) Additional
One-Year Periods

Submitted by:

Betsy L. Hedrick, CPA, Partner
558 South Main Street, Harrisonburg, VA 22801
(540) 434-5975, ext. 2227
www.PBMares.com



ASSURANCE, TAX & ADVISORY SERVICES



May 29, 2018

Doug Chester, Buyer Senior, Procurement Services
Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Dear Mr. Chester:

We are pleased to submit our proposal to continue performing auditing services for WMRA Radio Station (WMRA) for the year ending June 30, 2018 with an option to renew for nine (9) additional one-year periods. Our goal is to assist your organization in satisfying its compliance filing requirements by providing the services outlined in your request for proposal. In addition, we will continue to serve as a strategic business advisor and bring you decades of thought leadership and experience with exempt organizations, including public broadcasting entities.

PBMares has excellent qualifications to perform the professional services sought by WMRA. We have the unique experience of having worked with both Corporation for Public Broadcasting grant recipients and GASB financial reporting entities. Our experience working in both areas will allow us to meet the audit requirements of WMRA. In addition, as we hope has been your experience, we have the capacity to provide timely services and the willingness to be available to you and your staff throughout the year. Our objective is to maintain a professional relationship with WMRA, built on the highest standards of independence and objectivity, by providing efficient service with ready access to engagement team leadership.

Our practice is built on our core values of integrity, teamwork and excellence and our clients and their stakeholders have come to appreciate the reliability of our work. They take comfort in knowing that our name is associated with a set of financial statements only after a rigorous and thorough assurance process. In addition, as your strategic partner, we are in a unique position to offer you insight and advice that may help you to enhance the services you provide, their means of delivery and the efficiency and effectiveness of support functions.

In this proposal, we set forth our understanding of the engagement, our proposed fees, our audit approach, and our experience to demonstrate that we are still the choice provider to serve your organization. Our approach is simple – serve in a manner consistent with the highest levels of professionalism at a reasonable fee. To assist you in your review of our proposal, we have structured our proposal in accordance with the requirements set forth in the RFP.

While we hope our past service speaks to our commitment to WMRA and qualifications to perform the engagement, outlined below are a few of the many reasons we believe we are still the best choice to provide your accounting, assurance and tax services.

Focus. As a result of our past experience with WMRA, we have a unique understanding and perspective on the issues that you face. Because we understand your business environment, we are in the best position to challenge you to enhance policies and procedures geared towards increasing accountability and maximizing efficiencies.

Personal Client Service. Your engagement leader will again serve as your client service coordinator and will provide you with personal attention to help ensure that our team continues to exceed your expectations. We have a very successful track record working with boards, executives and leadership to promote sound financial management and stewardship of charitable resources.

Range of Expertise. PBMares has a wide range of expertise in serving not-for-profit entities, including direct experience with WMRA. We have over 200 clients in the public sector and can cite many examples where we have identified and resolved complex tax and accounting issues within this industry. In addition, we have engagement team members with experience in management and governance of not-for-profit entities, and those who have served on state-wide and national technical committees.

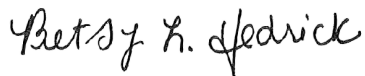
Dedication to Our Local Communities. You will be served by a team of professionals who are not only dedicated to our profession, but are also contributing members of the local communities in which we live. Each year, PBMares partners and employees volunteer thousands of hours in service to local charities, including churches, children's museums, schools, food pantries, youth sports, health care organizations, scouting and countless other worthy causes. The cornerstone of our volunteer efforts is PBMares Cares Day, a day in which we close our offices and volunteer physical labor to support a single cause.

Value. Our approach is to provide a consistent, long-term value proposition. We commit to always keep our fees reasonable and to serve as a business advisor you can count on to provide insights and an independent perspective to help you achieve your mission.

We would appreciate the opportunity to continue providing auditing services for WMRA Radio Station in the years to come. We are honored to have the opportunity to audit billions of dollars held in public trust and we take that role very seriously. We are committed to delivering quality accounting and assurance services you need with integrity, objectivity and competence.

Since personal service is a critical element of our qualifications for this engagement, we encourage your comments and welcome the opportunity to answer any questions you may have regarding the information contained in this proposal. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Betsy L. Hedrick". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Betsy L. Hedrick, CPA
Partner

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Statement of Needs



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Response to RFP Section IV. Statement of Needs

Scope of Work

James Madison University (JMU) seeks to enter into a contract with a qualified CPA that has experience in GASB accounting for the purposes of auditing JMU's radio station, WMRA.

Public Broadcasting Experience

We have more than 22 years of experience working with six different public broadcasting organizations including television, radio, and support organizations. We have worked with public broadcasting organizations located both within Virginia and in other states. In addition to audits and tax returns for public broadcasting organizations, we have experience providing due diligence engagements for organizations that were merging. We have attested to several Annual Financial Reports (AFR) filed with the Corporation for Public Broadcasting (CPB) for annual funding requirements. We have seen first-hand how the CPB has increased their scrutiny of the AFRs filed by public broadcasting organizations. Having an experienced audit firm familiar with the CPB requirements is critical for public broadcasting organizations.

Audit Objectives

We will audit the financial statements of WMRA Radio Station (WMRA) for the year ending June 30, 2018 with an option to renew for nine (9) additional one-year periods and issue our independent auditor's report thereon. The audit will be performed in accordance with auditing standards generally accepted in the United States of America. Accordingly, we will design and perform tests of the organization's accounting records and procedures to enable us to express an opinion on the financial statements and supporting schedules, if any, presented as being in conformity with generally accepted accounting principles.

As part of the engagement, we will:

- Prepare and submit an audit report stating that we conducted our audit in accordance with auditing standards generally accepted in the United States of America, and issue an opinion on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
- Plan and perform the audits to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to WMRA or to acts by management or employees acting on behalf of WMRA.
- Examine, on a test basis, evidence supporting the amounts and disclosures in the financial statements.
- Assess the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.
- Obtain an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed and to communicate to the management and those charged with governance, and significant deficiencies that become known during the course of the audit.

Statement of Needs



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Response to RFP Section IV. Statement of Needs

Scope of Work (Concluded)

- Communicate matters related to the conduct of the audit to the President, or his designee, including:
 - Fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements.
 - Illegal acts that the contractor finds (unless they are clearly inconsequential).
 - Disagreements with the management and other serious difficulties encountered in performing the audit.
 - Various matters related to the entity's accounting policies and financial statements.
- Provide advice on general business and financial matters, including those specific to tax-exempt organizations, on an as-needed basis (no more than 12 hours per year).
- Communicate as needed with management if any issues arise during the course of the audit.
- Provide essential consulting and telephone support as issues arise, including notification of any applicable changes in federal or accounting regulations.

Periodic oral progress reports will be provided, as well as management letter(s) informing the Board of Directors on matters affecting the financial statements and/or suggestions for improvement of the finance area. The management letter will identify deficiencies in internal control and state whether these deficiencies are considered to be significant deficiencies or material weaknesses. In addition, an important emphasis of our work will be to generate recommendations based on our analysis of operations. We would seek to identify means of improving efficiency and effectiveness of operations and help to fine tune financial reporting to maximize utility. In addition, we will provide a letter to those charged with governance detailing matters required to be communicated to that group.

In addition, we commit to the following:

- PB Mares will not perform management functions or make management decisions on behalf of WMRA. However, we will provide advice and recommendations to assist the management of WMRA in performing its functions and making decisions.
- Within limits that do not impair our independence, PB Mares will be able to assist WMRA in drafting financial statements and entering data into CPB's ISIS reporting system, and to propose adjustments to the trail balance which are reviewed and approved by JMU management. While the Request for Proposal did not specifically enumerate the need for us to express an opinion about management's assertion relative to the preparation of the CPB submission, we have provided for this attestation engagement as part of this proposal. *Please be aware that other respondents may not be aware of this requirement and may not have included it within the scope of their proposal.*
- In the event we are requested or authorized by WMRA or JMU or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the reporting entity, we will cooperate fully to the extent we may be advised by our counsel or governed by our professional standards. We will expect WMRA and/or JMU, so long as we are not a party to the proceeding in which the information is sought, to reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.
- We also will be available to meet with appropriate representatives of WMRA to discuss the financial statements, our report thereon and recommendations and other matters communicated in connection with our audit. Along with the performance of these services, we can provide advice on general business and financial matters, including those specific to non-commercial organizations, on an as-needed basis.

Methodology for Requested Services



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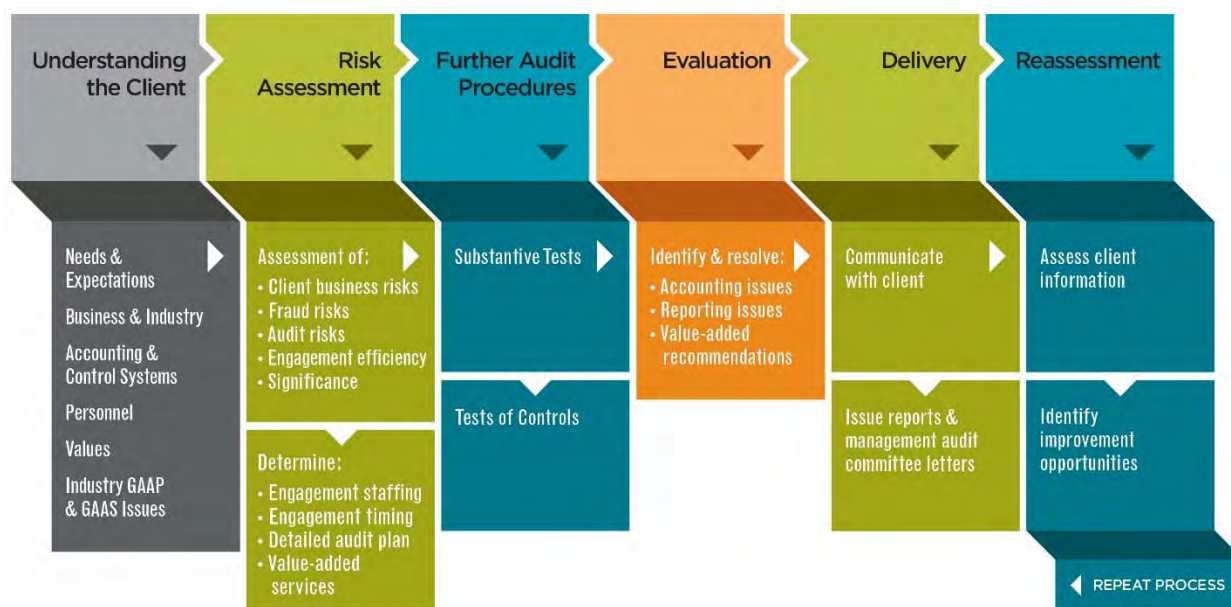
Response to Section V. Proposal Preparation and Submission, Part B, Item 2.

Audit Approach

Our overall audit approach aims to reduce, to an acceptably low level, the risk that a material misstatement in the financial statements will remain undetected. We do this by assessing and responding to inherent and control risks at the financial statement level and for each significant audit area, and by designing further audit procedures to manage detection risk. Other specifics of this approach are illustrated in the chart below.

Effective planning allows us to tailor this audit approach to an individual client situation. This begins with a thorough understanding of our client and its operating environment. Preliminary analytical procedures and an initial read of the financial statements enable us to identify significant accounts and transaction cycles and mold our approach accordingly. The benefit to you is an efficient, cost effective, independent audit, performed in a timely manner by experienced professionals.

Throughout the audit, we remain alert to differences between our preliminary assessments and actual findings as a result of our procedures. Once we are confident that we have gathered sufficient appropriate evidence to support our opinion, we document conclusions and draft preliminary reports for review by engagement supervisory personnel and client representatives.



Methodology for Requested Services



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Response to Section V. Proposal Preparation and Submission, Part B, Item 2.

Subsequent Audits

In performing audits of financial statements for you in subsequent years, we will continue to use the risk-based approach. In addition, all information obtained from prior audits will be considered during the planning phase for each subsequent audit. We will continually adjust our audit procedures to take advantage of identified efficiencies and adapt to changes in your organization.

Review and Supervision

Our fieldwork and the work papers we obtain to support our audit report will be subject to at least three levels of review: the professional in-charge of fieldwork, the manager assigned to the audit, and the audit partner. We have found that the three-level review provides technically superior results and value to our clients.

Use of Technology

One of our core firm values is innovation. This benefits the audit process by enabling efficient communication and secure data exchange with our clients. Our audit tools include a wealth of secure technological resources:

- Paperless engagement binders that can be accessed simultaneously from any location
- Automated on-line account confirmations
- Statistical sampling and data manipulation software
- Automated trial balance software, with integrated report and work paper links
- Electronic and on-line technical resource materials
- On-line benchmarking software with specific not-for-profit applications
- Standard office automation and communication software
- Wireless networking capabilities, both in the office and in the field
- Assistance with your electronic report submissions

Communications

We recognize the necessity to communicate and cooperate closely and regularly with you during the audit process and throughout the year. From the arrangement letter, preliminary audit planning, delivery of the reports, and presentation of the management letter, we strive to maintain open communications. This includes keeping all involved in the loop using email communications as work progresses, meeting with your staff to discuss audit approach and schedules to be prepared, gaining an understanding of your accounting controls via interviews and questionnaires, and contact throughout the year to discuss changes and develop strategies to adapt to these changes. It is important for us to provide your accounting staff with an understanding of what is expected from them to minimize disruptions to their internal work schedules.

We will communicate the findings of our audit work and potential adjustments to the appropriate level of management when a problem, issue or opportunity arises. Generally, matters are also communicated at least to the next level of management or governance as applicable. We strive to ensure that we have an accurate understanding of the facts and circumstances prior to providing any formal communication.

All formal communication is provided in draft form prior to Audit Committee or Board meetings in which they will be discussed. Management and audit communication letters are also subject to the same quality review process as other audit reports prior to release.

Methodology for Requested Services



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Response to Section V. Proposal Preparation and Submission, Part B, Item 2.

Role of Your Staff

Your staff plays a critical role in the efficient completion of your audit. Our proposal is based upon the mutual agreement that your accounting staff will:

- Prepare the necessary audit schedules and supporting work papers (electronic format preferred);
- Thoroughly document the significant accounting systems and related controls for our review and testing;
- Be available during the audit to assist us by providing information and explanations as needed; and
- Coordinate their work with the audit team to the greatest extent possible.

To assist your staff and minimize our impact on them, we will:

- Provide a list of all schedules and reports needed at least one month prior to the audit; and
- Work closely with your staff to coordinate the schedules and reconciliation of accounts to be prepared by your staff in order to achieve an efficient audit effort.

As long as the requirements for independence are met, our personnel can provide accounting assistance, should your staff not be able to provide the required reports, documents, statements and schedules. We would bring this situation to your attention prior to commencing any such work and would bill for additional accounting services at a mutually-agreed upon fee.

Engagement Timeline

Based on our previous experience with WMRA, we anticipate that most of our services will be delivered in the December/January timeframe. This timeframe allows personnel from other JMU departments to assist station management in preparing for the audit. As part of this process, WMRA usually requests an extension of time to submit its CPB Report.

Our anticipated timetable of services includes the following:

- **July through October:** Remain available for consultation on accounting matters as management and other departments prepare for audit. Conduct preliminary planning activities and provide certain forms and checklists to be completed by management that will assist us in scoping the audit.
- **November:** Confirm that management has requested extension of time to submit CPB Report. Gather requested documents to assist with the audit and design further audit procedures.
- **December:** Follow up on preliminary and planning work and conduct fieldwork portion of the audit. Assist with preparation of the financial statements and conduct quality control reviews. Deliver drafts of the financial statements and other communications.
- **January:** Assist with completion of CPB submission and conduct attestation engagement to form opinion about management's assertions on same. Coordinate actual submission and attest to same via ISIS. Follow up with final reports and letters.

Methodology for Requested Services



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Response to Section V. Proposal Preparation and Submission, Part B, Item 2.

Retention of Work Papers

All work papers and reports will be retained for seven (7) years after the completion of the audit unless the firm is notified in writing of the need to extend the retention period. These work papers are the property of PBMares and constitute confidential information.

PBMares will make the work papers available, upon request, to federal and state agencies and any other entity to which the organization has granted access in writing. PBMares will respond to the reasonable inquiries of successor auditors and allow them to review the work papers relating to matters of continuing accounting significance. Our standard hourly rates will be applied for this service.

Technical Assistance and Advice

We believe it is inherent in the audit process that a certain level of technical assistance and advice is provided. However, prior to incurring any additional cost above the negotiated audit fee, we will discuss the need for technical assistance and advice and obtain your approval of a separate negotiated fee. We are available for technical assistance and advice, but at all times will maintain our independence as auditors.

Qualifications and Experience



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Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

Not-for-Profit Team

Bringing accounting solutions to not-for-profit clients has been a primary specialty of PB Mares for over 50 years.

Not-for-profit organization clients comprise one of the largest and most significant specialty niche practices of the firm, representing 20% of the firm's annual revenue. To better serve this industry, the firm has cultivated a specialized team of not-for-profit focused auditors, tax professionals, and consultants. Team members dedicate themselves to developing, training and maintaining their expertise, so they can provide services specifically geared to meeting the unique needs of not-for-profit clients.

Members of your PB Mares team have been selected based on your organization's needs. PB Mares has a proven track record providing assurance, accounting and consulting services to more than 250 not-for-profit organizations each year. As a result, you will be working with professionals who have faced a wide range of issues and understand the potential long-term impact on your organization. As a client, you benefit from our:

- Commitment to first-hand knowledge of developments and changes affecting not-for-profits;
- Intimate knowledge of regulatory issues and the environment in which you operate;
- Enhanced communication between our tax and audit departments, resulting in a less intrusive experience for your internal accounting staff;
- Involvement of the engagement partner during planning and fieldwork to keep the process on track;
- Efficient and effective techniques developed over time by working with similar organizations; and
- Tailored approach to your organization's unique features.

Ingrained in the Not-for-Profit Industry

The PB Mares Not-for-Profit Team goes beyond simply discussing new pronouncements and requirements; they articulate how these changes affect the not-for-profit community and identify trends to bring a heightened level of expertise. Members of the team speak frequently on issues affecting the not-for-profit community and are asked to write for national industry publications.

The firm also sponsors not-for-profit Continuing Professional Education events on timely topics, providing an opportunity for industry leaders to enhance their understanding of regulatory changes and challenges, as well as a forum to share experiences and insights with their peers. Recent examples of published articles and webinars featured topics such as the Accounting Standards Update, cybersecurity, Affordable Care Act reporting requirements, split interest agreements, proposed single audit changes, endowments and proper budget planning.

Our most recent webinar series addressed topics such as financial reporting changes, charitable giving strategies and key items to look out for when reviewing Form 990. Visit <https://www.pbmares.com/news/webcast-archive/> for rebroadcasts of these events.

The Not-For-Profit Team also maintains a robust blog, giving our team members the ability to provide timely updates to the not-for-profit community. Recent blog posts have covered topics as varied as the overtime rule, cybersecurity, reporting of expense allocations, fraud, internal controls, Form 990, and lobbying rules. Visit the not-for-profit blog <http://blog.pbmares.com/blog/topic/not-for-profits> and subscribe for updates.

Qualifications and Experience



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Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

Service to Not-for-Profit Organizations

The services PB Mares provides to not-for-profits are diverse. In addition to accounting and auditing services, we provide extensive tax planning and preparation services specific to the unique requirements of exempt organizations. Our recommendations have helped clients save hundreds of thousands of dollars in unrelated business income tax. We also have experience assisting clients organize and report for-profit and not-for-profit subsidiaries for purposes that fit within their exempt structure. Finally, PB Mares has significant resources readily available through our membership in the RSM US Alliance to provide international not-for-profit tax advice as needed.

Our management advisory services include assistance with governance, internal controls, compliance with grant agreements, fraud prevention and forensic accounting, strategic business planning and investment advisory, to name several. Other experience includes the design, administration and reporting for charitable trusts, as well as the financial and tax planning for charities and for donors who make use of these vehicles.

Simply mentioning, in generic terms, that we have experience in a wide array of exempt organization projects does not convey the breadth of our experience. We invite you to consider the following specific work we have performed for exempt organization clients:

- Developed a chapter house financing program for a national social fraternity that sheltered over \$600,000 from unrelated business income tax;
- Assisted an industry association client with tax research, documenting tax-exempt qualification for \$250,000 of non-residential rental income;
- Identified over \$750,000 of a public television station's revenue that qualified as Non-Federal Financial Support (NFFS) resulting in opportunity for additional funding;
- Assisted a Chamber of Commerce with a strategy to offset advertising revenue with expiring net operating loss deductions;
- Consulted with a psychological rehabilitation facility to structure a business combination with another not-for-profit provider to attain a preferred accounting treatment;
- Consulted with a retirement community on a proposed acquisition of a geriatric physician practice in a profit/not-for-profit combination;
- Provided recommendations and transaction guidance to enable a Missionary organization to minimize taxable gain on debt-financed real estate;
- Identified a threat to the exempt status of an industry association group and provided recommendations to realign activities and related costs to preserve exemptions;
- Assisted a solar energy company with a financing model for the installation of solar panels on a university campus, qualifying for a \$900,000 tax credit grant;
- Identified an exempt organization's exposure to approximately \$4 million of unrelated business income and provided consultation aimed at mitigating the exposure;
- Advised our clients on how best to set up their endowments to maintain compliance with various financial reporting and regulatory requirements; thus assisting with the long term success of the organization;
- Helped clients discover that they were beneficiaries to various split interest and similar agreements and thus entitled to assets they were not aware of. In that regard, we educated the clients to be able to record the transactions accurately and report them in compliance with generally accepted accounting principles; and
- Assisted clients in designing the accounting controls to launch fundraising campaigns, as well as capital campaigns, resulting in millions of dollars raised while providing top notch accountability to their donors.

Qualifications and Experience



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Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

Client References

PBMares and its legacy firms have been involved in auditing not-for-profit clients for over 50 years and this industry represents the largest segment of our firm's audit practice. Following is a representative list of our not-for-profit organization clients. These references reflect our capabilities in critical areas of knowledge and show that our commitment to serve our clients' needs sets us apart.

National Educational Telecommunication Association

David Crouch, Senior Controller
PO Box 50008, Columbia, SC 29250
(803) 553-4908

Shenandoah Valley Ed TV Corp - WVPT

Tony Mancari, CBT
847 Martin Luther King Jr. Way, Harrisonburg, VA 22801
(540) 437-2451

Association of Public Television Stations

Emil Mara, Vice President, Finance and Administration
2100 Crystal Drive, Suite 700, Arlington, VA 22202
(202) 654-4201

Fredericksburg Regional Chamber of Commerce

Susan Spears, President and CEO
2300 Fall Hill Ave., Suite 240, Fredericksburg, VA 22401
(540) 373-9400

Independent Community Bankers of America

Patricia M. Hopkins, CPA, Senior Executive Vice President & CFO
1615 L Street NW, Suite 900, Washington, DC 20036-5623
(202) 821-4476

SALT Institute

Lori Roman, President
700 N. Fairfax St., Suite 600, Alexandria, VA 22314-2040
(703) 549-4648

Sigma Nu Fraternity, Inc. (National Headquarters)

Sigma Nu Educational Foundation, Inc.

R. Brad Beecham, Executive Director
9 North Lewis Street, PO Box 1869, Lexington, VA 24450
(540) 463-1869

Association for Research and Enlightenment, Inc.

Denise Furgason, Chief Financial Officer
215 67th Street, Virginia Beach, VA 23451
(757) 428-3588

Qualifications and Experience



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Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

Your Client Service Team

You expect to be served by engagement staff with exceptional talents in accounting and taxation, creative concern for the business of each client, interest in solving difficult problems and the desire to excel. The individuals we choose have acquired these qualities through many engagements with similar organizations. You also deserve team members who are accessible and very easy to work with. As stated by one of our clients, "Their auditing style promotes a conversational relationship as opposed to a question and answer or auditor/auditee relationship."

In addition, PB Mares operates under a "one firm" philosophy, meaning members of the engagement team may not all be from one office location. This enables us to provide the highest level of expertise by drawing from the talent across our office locations.

Betsy L. Hedrick, CPA, Engagement and Assurance Partner

The Engagement Partner ensures that the services clients receive are of the highest quality and that the benefits of the professional working relationship between our two organizations are maximized. As such, they have overall responsibility for supervision of the engagement and provide technical expertise as needed. As partner-in-charge of the engagement, they are actively involved with the supervision, management and performance of the audit fieldwork, as well as the review of work papers and reports. They review the audit strategy and conduct the technical standards review of all work papers and the final report. In addition, they serve as a sounding board for the audit staff throughout the engagement and are available for meetings with management and appropriate staff to discuss all findings and the report.

Edward T. Yoder, CPA, MSA, Assurance Manager

The Assurance Manager designs the engagement strategy and procedures, directs the fieldwork and reviews the work of the staff accountants assigned to the engagement. They are also responsible for performing the detailed review of the financial statements, work papers and reports. As your primary member contact, they work with the engagement staff to ensure the quick completion of fieldwork with minimal disruption to your office. In addition, they are onsite during the engagement, providing direct oversight and input, as well as serving as a sounding board for the engagement staff.

Andrea R. Nichols, CPA Engagement In-charge

The Engagement In-charge helps plan and implement the engagement strategy, coordinates on-site and daily work efforts, oversees the staff accountants, reviews the completion of the fieldwork, and supports the audit manager in any extra ways possible.

Your client service team will be available during the year to serve as advisors on your engagement. In addition, the members of your team are only a phone call or email away and we pledge to respond to your questions and inquiries within 24 hours. In the attached Appendices, you will find resumes of key members of your client service team. There have been no formal complaints or actions taken against any of these individuals.

Qualifications and Experience



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Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

Continuing Professional Education

PBMares provides clients with the most current accounting and tax-related information. To achieve that goal and assure the highest technical and ethical standards for our professionals, our firm requires that each member of the technical staff participate in a rigorous program of continuing professional education and performance evaluation as established by the state, the AICPA, and the firm's quality control policies. In addition to regularly receiving updated information about changes in technical standards and PBMares' professional policies and procedures, they attend industry-specific training and educate themselves by conducting online research through various accredited websites.

All proposed PBMares staff on the engagement have met the established Continuing Professional Education (CPE) requirements. Most professionals exceed that amount, since each office location also conducts training throughout the year. PBMares' audit and accounting programs train general service professionals to provide basic accounting and auditing services, which have become the cornerstone of our client relationships. This knowledge of services provides the foundation for many of the expanded services that our clients are seeking.

Staff Continuity

We hope your experience with our firm has shown that we make every effort to ensure that our clients work with the same professionals from year to year. Building rapport with our clients and familiarity with their specific practices makes our work, and yours, easier and more efficient. This practice is also the key to our team's expertise – stability in engagement teams better allows our professionals to develop industry-specific capabilities and areas of specialty.

We are committed to maintaining the same staff on engagements year-after-year. In addition, by assigning an engagement partner that remains on your team even as staff may change, we ensure a continuous knowledge of your organization and your specific needs. However, we are always open to service partner rotation at appropriate times to ensure a fresh perspective on the audit strategy.

If turnover occurs on your engagement team, we pledge to assign a new person to your team with an appropriate level and type of experience. Prior to implementing any necessary changes to your engagement team, we will discuss with you the reasons for the changes and obtain your approval.

Qualifications and Experience



www.PBMares.com

Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

PBMares, LLP

Ranked on INSIDE Public Accounting's IPA 100 list, PBMares is a full-service, Virginia-based, accounting and consulting firm, providing audit, tax, and advisory services. Founded in 1963, the firm is headquartered in Virginia and maintains a strong presence in the Mid-Atlantic, with offices in Baltimore, Fairfax, Fredericksburg, Harrisonburg, Newport News, Norfolk, Richmond, Warrenton, and Williamsburg.

PBMares is a limited liability partnership owned by the partners of the firm. With more than 230 professionals, we offer expertise across a broad range of industries and service offerings. In addition to traditional assurance and tax services, we provide forensic, wealth management, pension plan administration, transaction advisory, and SEC compliance services through affiliated companies and dedicated practice groups.

The professionals at PBMares perform audit, tax, and consulting services for clients in a number of diverse industries including not-for-profit organizations, governmental entities, high net worth individuals, manufacturers, clubs and hospitality, retail providers, construction contractors, financial institutions, transportation and multi-national corporations. Our staff includes CPAs, as well as individuals with expertise in business valuations, computer network engineering, cybersecurity, fraud detection, and business, tax and estate planning.

Local Response, Global Resources

An independently owned member

RSM US Alliance



RSM

PBMares incorporates the advantages and resources of a major national firm, but offers service-oriented perspective and fee schedule you expect from a local firm. Our ownership structure gives us full responsibility and authority to serve our clients in all matters. However, we can quickly draw upon both national and international support.

PBMares is an integral member of RSM US Alliance, a premier affiliation of independent accounting and consulting firms in the United States, with more than 75 members in over 38 states, the Cayman Islands and Puerto Rico. We became a member of RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today.

This affiliation gives us access to a full range of national and international capabilities. As a member of RSM US Alliance, PBMares has access to resources and services RSM US LLP provides its own clients. RSM US LLP is the leading provider of audit, tax and consulting services focused on the middle market, with more than 9,000 people in 86 offices nationwide. RSM US LLP is the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with more than 38,000 people in over 120 countries.

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International. Visit rsmus.com for more information regarding RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

Qualifications and Experience



www.PBMares.com

Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

Independence

We are not aware of any personal, professional or service based relationships that would impair our independence with respect to WMRA. Our proposal does not include non-attest services. However these services can be provided as long as we comply with the American Institute of Certified Public Accountants' *Code of Professional Conduct*, more specifically, Interpretation 101-3 of the Code. Accordingly, we will not perform management functions or make management decisions on behalf of management. In connection with any non-attest services we may provide, we will ask you to assign a competent person to accept responsibility for the results of non-attest services.

License to Practice in Virginia

- Each person on the proposed engagement team is a member of the American Institute of Certified Public Accountants. PB Mares, LLP holds a CPA firm permit in the Commonwealth of Virginia.
- All assigned key professionals are properly registered/licensed to practice in the Commonwealth of Virginia.
- PB Mares, LLP meets any and all other specific requirements imposed by state or local law.

Commitment to Audit Quality



We are committed to maintaining the highest quality standards of our profession. To that end, the firm is a member of the American Institute of Certified Public Accountants' (AICPA) Center for Audit Quality (CAQ), the AICPA Government Audit Quality Center (GAQC) and the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC).

These centers are firm-based, voluntary membership organizations designed to help CPAs meet the challenges of performing quality audits in highly regulated environments. By meeting the stringent membership requirements of each Center, the firm demonstrates its dedication to achieving the highest levels audit quality in the assurance practice. In addition to fostering a culture of high audit quality, our membership provides us with an additional resource for research and staff development.

Quality Control Reviews

PB Mares participates in the AICPA National Peer Review Program and is a registered firm of the Public Company Accounting Oversight Board (PCAOB). These programs require the firm to maintain a robust system of quality control to provide reasonable assurance that all attest engagements are performed according to the rigorous standards of our profession. To verify this, we are required to undergo a comprehensive review of our practice by a peer firm every three years and are subject to regulatory oversight and inspection by the PCAOB.

KraftCPAs PLLC performed PB Mares' most recent peer review which covered the system of quality control in effect for the year ended February 28, 2017. KraftCPAs issued its unmodified report dated August 29, 2017 on the firm's system of quality control which was accepted by the AICPA. Our most recent peer review report is included in the Appendices.

We also conduct internal inspections annually to ensure that our own systems of quality control are maintained and continually improved.

Qualifications and Experience



www.PBMares.com

Response to Section V. Proposal Preparation and Submission, Part B, Item 3.

Professional Representations

We make the following representations as expressly or implicitly required in your request for proposal:

- PBMares affirms our experience with governmental audits, including GFOA and GASB, is recent and extensive.
- We will comply with all federal, state and local laws and regulations in the performance of this engagement.
- We will maintain adequate supervision of all staff on a day-to-day basis.
- It is the firm's policy to provide equal opportunity to all qualified persons without regard to race, creed, color, sex, age, national origin, religion, disability, or veteran status.
- At all times during the proposal and contract process, PBMares will comply with all applicable state and federal anti-discrimination laws, rules, regulations, and requirements.

Proposed Cost



www.PBMares.com

Response to Section V. Proposal Preparation and Submission, Part B, Item 7.

Pricing

We hope to maintain our long-term relationship with WMRA. We can be better financial advisors if we are able to help you plan and establish long-term strategies geared toward attaining your future success.

We endeavor to provide high-quality, cost-effective service. Our fees are based on competitive, hourly rates relative to the professional achievements and experience of our personnel. By assigning staff with the appropriate level of expertise to complete your audit services comprehensively and efficiently, we manage your fees for our services in an effective manner.

As a part of our planning process, we will meet with your management team to determine whether all schedules and closing entries have been completed prior to the start of fieldwork and advise management of any items which have not been completed. Our pricing assumes that the information we request (including general ledger accounts, supporting schedules and other information) is ready and sent to us at least one week prior to fieldwork and that all year-end closing entries have been made.

We understand the budget constraints affecting our not-for-profit organization clients. As a result, we would like to extend to you our discounted hourly rates, allowing a greater portion of your funds to support your mission. Based on our understanding of the engagement, we estimate our fees to be:

Service	FYE 2018
■ Audit of financial statements	\$19,500
■ Attest engagement to opine on management's assertions regarding the CPB report	Included
■ Management letter identifying recommendations or suggestions we may have for improving operational or accounting methods and procedures to further enhance the effectiveness and viability of your organization	Included
■ Reporting package to those charged with governance to assist them in fulfilling their audit responsibilities	Included
■ Progress meeting or conference calls with management and those charged with governance to review reports and letters as requested	Included
Total Proposed Fees	<u>\$19,500</u>

Out-of-pocket expenses, including report production costs, will be billed separately, but are not expected to be significant.

Increase in fees may occur as a result of changes in accounting and tax requirements, normal inflationary pressures, an increase in the scope of the work required, or changes in the organizations' personnel and/or operations. However, we will keep the increase, if any, as low as possible and generally no more than 5 percent per year. We will communicate with management before any fees are adjusted. In addition, we typically discount our standard hourly rates for not-for-profit organizations and we are committed to the fee estimates included in this proposal.

Response to Section V. Proposal Preparation and Submission, Part B, Item 7.

Change in Engagement Scope

Our engagements are designed to be flexible, and the scope and terms of the engagement can be altered to address issues as they arise. Any additional services you request outside the present scope, such as specific consulting projects, will be negotiated in advance on mutually agreeable terms. Before performing any additional work, we will notify management and obtain their approval. Our billings will include a description of the additional work performed, as well as the hours and rates applied.

Professional Assistance

We encourage our clients to contact us with questions so we can address them as they arise. We believe that this policy is beneficial to both you and us in that it encourages you to call us during the year. By keeping abreast of issues as they occur, we will not only be able to deliver a more efficient audit, but the advice we provide you will be more meaningful as we grow in our understanding of your organization.

Our staff members are committed to client service and generally respond to phone calls or emails the same business day. Our quoted fee includes ongoing consultation, any requested meetings and professional interaction related to the performance of the engagement.

In general, we do not charge for telephone calls. However, if the call requires significant additional work on our part, there may be a fee. We will provide you with an estimate before we perform any work requiring an additional fee.

Policy for Cost Overruns

We guard against surprises by spotting conditions that create time and fee pressures in advance. In addition, we believe it is inherent in our role as your strategic advisor that technical assistance and advice be provided. By communicating with you before expending any effort, we are able to reach a mutual solution before an issue turns into a problem. We take this responsibility seriously and will not bill you for time and fees that you have not agreed to in advance.

Fee and Billing Policies

- Invoices will be sufficiently itemized, submitted after the completion of fieldwork or monthly, whichever occurs first, and are payable upon receipt.
- We reserve the right to suspend all work or withhold our report if an account becomes past due.

Note: All data and information contained herein and provided by PB Mares in response to WMRA Radio Station's request for proposal is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of PB Mares.

Why PBMAres?



www.PBMAres.com

We believe our proposal highlights the many reasons PBMAres remains the best choice for your external accountants. Simply put, we understand your issues and challenges and will help you overcome them. Our team has had the privilege of helping our clients through challenges in the following areas: fundraising, endowments, split interest agreements, complicated investment structures, and expense allocations to highlight a few.

Timely insight. We respect that our not-for-profit clients do more with less, and in that regard, our firm places a priority on providing timely service to our clients who face an increased demand for transparency and who appreciate working with a team that can provide new ideas to help achieve greater success. Because we've assembled a dedicated team with extensive experience serving not-for-profit clients, you'll receive immediate attention paired with insightful recommendations from the team formed specifically with your needs in mind.

Innovation. Our team approach and paperless audit technology allows us to have specialists from anywhere in the firm participate in the engagement, thus negating the impact of geographical boundaries and travel time.

Focus on not-for-profits. Our not-for-profit niche team is committed to supporting and growing this segment of our practice. We have significant experience providing audit, tax and consulting services to many types of not-for-profit organizations, and have established a dedicated not-for-profit practice unit. This team consists of audit professionals as well as tax professionals, and includes valuation and forensic accounting specialists. The experience of this group extends well beyond traditional compliance services to include tax planning to identify and minimize unrelated business income tax, developing strategies to preserve tax exempt status, and due diligence work on not-for-profit entity mergers. This means that you will be served by a team with the knowledge and experience to meet the needs of WMRA well beyond audit and tax services.

Local firm with national ties. Finally, PBMAres is one of the region's leading CPA firms, independently owned and operated, but with strong ties to a major national firm. Our local ownership structure means that we do not have to constantly refer client matters to distant headquarters for resolution. Yet, with resources like the RSM US Alliance and the AICPA, we can quickly draw upon technical experience and support when necessary. This allows us to provide the depth and breadth of resources typically available through national firms, with the service-oriented perspective you expect from your local advisors.

Value. Given the challenging economic times, we realize and appreciate the need for organizations to obtain real value for their purchases of goods and services. Through our in-depth knowledge and understanding of the accounting and business risks affecting not-for-profit organizations, we have developed a very effective and efficient risk-based audit approach. We offer a competitive, no surprises fee structure without sacrificing technical competency or efficiency.

Continuity. We understand the need to provide continuity in the service team that works with our clients. You will be served by a team of experienced professionals who understand your need for cost effective service delivered on a timely basis. Each year we will strive to improve the efficiency and effectiveness of our audit based on our knowledge of your accounting system, enhanced resources of your staff and routine personal contact.

It would be an honor to retain WMRA Radio Station as a valued client to our not-for-profit area of practice. By accepting our proposal, you will retain a significant resource of expertise in auditing, tax, consulting, and training specific to not-for-profit organizations.

Moving Forward



www.PBMares.com



Alan S. Witt, CPA
Chief Executive Officer
PBMares, LLP

We believe our proposal highlights the many reasons PBMares is still the best choice for WMRA. Our clients choose our firm for value added services and our knowledge of your industry. Our greatest testament is the number of long standing client relationships we've developed over the course of our 50-year history.

We can't say that we are the only firm who can help a client merely looking to meet compliance requirements. Where we stand apart is in our ability to assist our clients by providing technically superior financial statements and audit results in accordance with applicable standards. In many instances, we have enhanced client financial reporting by keeping them aware of standards and disclosures applicable to their business and industry and assisting them with the appropriate implementation.

This proposal is offered as a starting point for additional discussions between the representatives of WMRA and the staff of PBMares. We do not want a difference in the scope of our proposed services to stand in the way of our re-appointment. We welcome the opportunity to discuss these matters with you in greater detail.

We look forward to continue serving you if we are afforded that privilege. Please do not hesitate to call us at any time if you have questions or other matters you wish to discuss. In addition, if you have any questions, comments or concerns regarding any of the information contained in this proposal, please call Betsy Hedrick, CPA at your earliest convenience.

We look forward to your decision.



www.PBMares.com

Appendices



www.PBMares.com

Appendix A

Required Forms



RFP# FDC-1008

Issue Date: May 4, 2018
Title: Auditing Services for WMRA Radio Station
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 29, 2018 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, Buyer Senior, Procurement Services, chestefd@jmu.edu 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:

PBMares, LLP

558 South Main Street

Harrisonburg, VA 22801

By: Betsy L. Hedrick
(Signature in Ink)

Name: Betsy L. Hedrick

(Please Print)

Date: May 29, 2018

Title: Partner

Web Address: www.pbmares.com

Phone: (540) 434-5975

Email: contact@pbmares.com

Fax #: (540) 434-1832

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

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 55+ 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 #
--------	-------------------	---------	---------------------------

Please see page 9 of the proposal.

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

PBMares, LLP

558 South Main Street

Harrisonburg, VA 22801

Betsy L. Hedrick, CPA, Partner

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 [☒] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: PBMares, LLP **Preparer Name:** Betsy L. Hedrick, CPA **Date:** May 29, 2018

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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: RFP# FDC-1008

Date Form Completed: May 29, 2018

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

Offeror / Proposer:

PBMares, LLP

Firm

558 South Main Street, Harrisonburg, VA 22801

Address

Betsy L. Hedrick/(540) 434-5975, x 2227

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)
NONE					

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

RETURN OF THIS PAGE IS REQUIRED



www.PBMares.com

Appendix C

Peer Review Report



Report on the Firm's System of Quality Control

To the Shareholders of PBMares, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PBMares, LLP (the firm) in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with applicable professional standards in all material aspects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards when appropriate, and for remediating weakness in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans and an examination of service organizations [SOC 2 engagement].

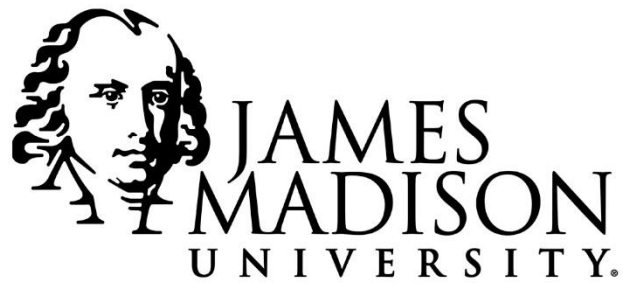
As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PBMares, LLP for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. PBMares, LLP has received a peer review rating of *pass*

A handwritten signature in black ink that reads 'KraftCPAs PLLC'.

KraftCPAs PLLC
August 29, 2017

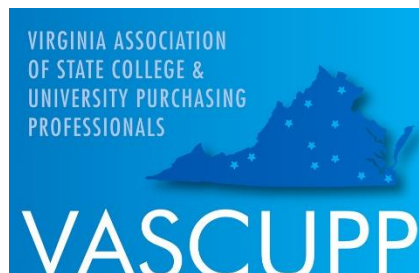


Request for Proposal

RFP# FDC-1008

Auditing Services for WMRA Radio Station

May 4, 2018



REQUEST FOR PROPOSAL

RFP# FDC-1008

Issue Date: May 4, 2018
Title: Auditing Services for WMRA Radio Station
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on May 29, 2018 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, Buyer Senior, Procurement Services, chestefd@jmu.edu 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)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # FDC-1008

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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 Auditing Services for WMRA-FM Radio a department of 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 nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and more than 3,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the website: www.jmu.edu.

WMRA is required as part of their licensing requirements to be audited annually by a certified public accounting firm that is certified in the policies and procedure of The Governmental Accounting Standards Board (GASB) and is authorized to complete a certified GASB audit.

The Corporation for Public Broadcasting (CPB) distributes community service grants (CSGs) to noncommercial public television and radio stations that provide significant public service programming to their communities. CSGs help stations expand the quality and scope of their work, whether in educational, news, public affairs or other programming. Applicant and current recipient stations must each year meet a variety of legal, managerial, staffing and operational criteria for CSG funding. CPB Community Service Grants constitute roughly 10% of WMRA's annual funding. Continuous renewal of these grants is integral to WMRA's future financial stability.

Public broadcasting entities who are CPB grant recipients should submit to CPB financial statements that are prepared in conformity with generally accepted accounting principles (GAAP). Stand-alone financial statements should be submitted to CPB, even if that broadcasting entity reports to a parent organization. If the public broadcasting entity is part of a larger organization, it shall use the basis of accounting necessary to report up to its licensee-parent, with the exceptions described in these Principles. As James Madison University is a state government entity, WMRA's financial reporting must follow the (GASB) reporting model.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University seeks to enter into a contract with a qualified CPA that has experience in GASB accounting for the purposes of auditing JMU's radio station, WMRA.

A. Qualifications and experience

Describe your firm's ability to perform an audit of the business-type activities and enterprise fund, which collectively comprise the basic financial statements of WRMA, a public radio station that is a department of James Madison University.

1. Describe your firm's experience in public broadcasting audits.
2. Detail your firm's certification and experience in GASB accounting procedures
3. Describe your firm's ability to prepare financial statements in accordance with accounting principles generally accepted in the United States of America.

B. Audit objectives

Describe your firm's ability to meet each of the following objectives of the audit:

1. Review the financial statements and express an opinion on the validity of those statements.
2. The audit shall be planned and performed to obtain reasonable assurance whether the financial statements are free of material misstatements: whether misstatement, whether caused by error, whether caused by fraudulent financial reporting or misappropriation of assets.
3. The audit shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements.
4. The audit shall include assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.
5. The audit shall include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed and to communicate to the management and audit committee or the equivalent overseeing authority, and significant deficiencies that become known during the course of the audit.

C. Describe your firm's ability to determine that certain matters related to the conduct of the audit are communicated to the President, or his designee, including:

1. Fraud, involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements.
2. Illegal acts that the contractor finds (unless they are clearly inconsequential).
3. Disagreements with the management and other serious difficulties encountered in performing the audit.
4. Various matters related to the entity's accounting policies and financial statements.

D. General expectations – Describe your firm's ability to meet these expectations or provide sample of similar work for previous clients:

1. The contractor will not perform management functions or make management decisions on behalf of WMRA. However, they shall provide advice and

recommendations to assist the management of WMRA in performing its functions and making decisions.

2. The contractor shall be able to assist WMRA in drafting financial statements and entering data into CPB's ISIS reporting system, and to propose adjustments to the trail balance which are reviewed and approved by JMU management.
 3. Explain how your company would respond to any government regulations, subpoena, or other legal process to produce the company's documents or their personnel as witnesses with respect to their engagements for WMRA.
- E. Provide any additional information of relevance that would be beneficial in the context of this Request for Proposal.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (*CD or flash drive*)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

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

of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must

specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of

1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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 proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - c. 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.
 - d. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the

offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$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: An 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 offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance

with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- O. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- P. 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.

IX. 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/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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 [☐] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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