



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5370

This contract entered into this 29<sup>th</sup> day of November, 2018, by Allied Instructional Services, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From November 29, 2018 through November 28, 2019 with four one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal FDC-1017 dated July 19, 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 1, dated August 8, 2018,
  - (e) Addendum 2, dated August 14, 2018.
- (3) The Contractor's Proposal dated August 13, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated November 28, 2018.

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

CONTRACTOR:

By: Karen B Walker  
(Signature)

Karen B Walker  
(Printed Name)

Title: 12-5-18

PURCHASING AGENCY:

By: Doug Chester  
(Signature)

Doug Chester  
(Printed Name)

Title: Buyer Senior



**RFP # FDC-1017 Braille Transcription Service**  
**Negotiation Summary for Allied Instructional Services, LLC**  
**November 28, 2018**

1. Contractor's pricing schedule for the Purchasing Agency is as follows and hereby replaces the Pricing Schedule listed in the Contractor's proposal dated August 13, 2018:

**PRICING SCHEDULE**

**Braille:**

Literary (EBAE and UEB) transcription and proofreading \$9.00/braille page

**Tactile graphics:**

Electronic \$12.00/braille page

Collage \$16.00/braille page

**Other types of braille code:**

Foreign Language transcription and proofreading \$10.00/braille page

Technical material (Math, Science, IPA) transcription and proofreading \$10.00/braille page

**Textbook(s):**

Pricing for textbook transcription will be handled on a case-by-case basis. The contractor will need to verify the complexity of material, complexity of graphics, and quality of the source file prior to providing pricing. JMU will review and approve associated pricing prior to textbook transcription services being performed.

**Rush production fee:**

2 x standard cost\*

\*The fee for a rush production job shall not exceed two times the cost of the job's production cost. The contractor and purchasing agency will mutually agree upon the rush production fee per job so that current work load, complexity of the job, and any other determining factors can be evaluated to come up with the lowest and most accurate rush production fee.

**Standard production times:**

The following are estimates for production times based on the type of request.

-A one-page STEM worksheet or tactile graphic would take 1-3 days to complete.

-A STEM project that is 25-30 print pages would take about one (1) week to complete.

-A non-STEM project that is 25-30 print pages would take about four (40) days to complete.

2. Contractor's proposal dated August 13, 2018 is hereby amended as follows:
  - a. Contractor shall enroll to receive electronic payment for James Madison University prior to invoicing the University for services provided under this contract.
  - b. Contractor shall bill per job for all services rendered.
3. Contractor has disclosed all potential fees. Additional charges will not be accepted.



RFP #: FDC-1017

Title: Braille Transcription Services

Original



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2. Section IV of RFP – Statement of Needs
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6. Financial Statement
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August 13, 2018

Doug Chester  
Buyer Senior  
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:

In response to your request for proposal for Braille Transcription Services (RFP # FDC-1017), Allied Instructional Services is pleased to offer James Madison University the services as outlined in the requested bid. We are excited about the opportunity to expand our current services to include transcription at the collegiate level.

Allied Instructional Services fully commits to the services described in the request for proposal and we are eager to collaboratively work with you to guarantee these services meet and exceed your expectations. The methodology for performing the tasks and services in this RFP and the management controls to be applied to these efforts are included in our responses. AIS has transcriptions ready to provide services to meet the needs of JMU.

If you should have any questions, please feel free to contact me at 804-368-8475 or via email at [kwalker@alliedinstructional.com](mailto:kwalker@alliedinstructional.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Karen B. Walker", is written over a light blue horizontal line.

Karen B. Walker  
CEO

**REQUEST FOR PROPOSAL**  
**RFP# FDC-1017**

**Issue Date:** July 19, 2018  
**Title:** Braille Transcription Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on August 15, 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](mailto: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:

Allied Instructional Services, LLC

PO Box 2214

Ashland, VA 23005

By: 

*(Signature in Ink)*

Name: Karen B. Walker

*(Please Print)*

**Date:** August 13, 2018

**Title:** CEO

**Web Address:** www.alliedinstructional.com

**Phone:** 804-368-8475

**Email:** kwalker@alliedinstructional.com

**Fax #:** 804-368-8467

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.**



#### **IV. STATEMENT OF NEEDS**

##### **A. Production**

1. For each braille type listed below, describe your company's experience with it and ability to produce it.
  - Pre-UEB braille
    - Allied Instructional Services has several years of experience and AIS has transcribers who are certified in the pre-UEB code EBAE (English Braille American Edition). AIS has transcribers who are either EBAE, EBAE and UEB, or UEB certified. We are quite comfortable and proficient with EBAE and UEB.
  - Nemeth
    - Allied Instructional Services has several years of experience and AIS has transcribers who are certified in Nemeth. AIS has transcribers with extensive experience with all grades of mathematics, including K-12 and college level. AIS has transcribers who are either certified or testing for certification. We are quite comfortable with and proficient with Nemeth.
  - Chemistry
    - Chemistry is a sub-set of Nemeth and there is not a certification for Chemistry. AIS has transcribers who are quite familiar with the 1997 Chemistry code and are getting familiar with the BANA (Braille Authority of North America) Provisional Guidance for Chemistry Notation released 05/29/2018. Being a specialized code, it is not widely used yet. AIS has transcribers who are quite comfortable with and have quite a bit of experience with Chemistry.

- Spatial-Mathematics
    - Spatial Mathematics is used in elementary mathematics as well as determinants, matrices, and system of equations. Allied Instructional Services has several years of experience and familiarity with all levels of mathematics. AIS has transcribers who are quite comfortable and proficient with spatial mathematics.
  - Foreign languages
    - There is not a certification for Foreign Languages. Currently, BANA offers the Provisional Guidance for Transcribing Foreign Language which has four methods depending on the content and purpose of the text. It covers all Latin-based languages but does not include Chinese or Russian. AIS has transcribers with extensive experience with Spanish, French, and Italian, and some experience with German. AIS has transcribers who are capable with any Latin-based language.
  - Phonetics/IPA
    - Most phonetics are governed by Braille Formats 2016 and AIS has transcribers who are certified in this code. Specialized phonetics (IPA Braille 2008) does not offer a certification and is rarely used yet AIS has some transcribers who are familiar with and have experience with this code.
  - Tactile Graphics
    - The tactile graphics guidelines was a 10-year process and there is not a certification for it. AIS has transcribers who have experience in creating and producing tactile graphics, including collage and computer generated using Corel Draw.
2. Describe the types of tactile graphics your firm has or can produce.
- AIS has transcribers who can produce collage, Corel Draw, Word, and Adobe Illustrator graphics.



3. Describe the methods of printing that your firm uses.

AIS utilizes tractor-feed production for braille text files using Braillo 600 and Index V5 embossers. Graphic pages use Thermoform machines for collage graphics, ViewPlus, Tiger embossers for computer-generated graphics, and/or Swell Form Graphics Machines (Fuser) for computer-generated graphics.

4. Describe the different material(s) you use to produce tactile graphics. For example, SwellPaper, braille paper, etc.

AIS uses acid free and dust free pages which are manufactured from a single mill. By doing so AIS offers the finest quality, consistent paper available. AIS uses ideal paper weight which has been tested to ensure superior braille quality. This paper is used for braille text and most computer-generated graphics. For collage graphics we use Brailon. Brailon is a plastic-like paper developed specifically for Thermoform machines. AIS uses the finest "swell" paper available utilized for machines manufactured by Zychem, PIAF, and Reprotronics.

5. Describe any additional accessibility services your company offers. For example, remediating PDFs for accessibility, providing accessible textbook files, eText, HTML, and MathML, or other services.

AIS offers the following three services:

Remediating PDF including everything necessary to bring the PDF into compliance with Section 508 (of the ADA), and WCAG 2.0 Level A and AA guidelines. That also means the PDF is a "tagged" PDF and involves a workflow using Acrobat and other 3rd party software for successful completion. Also, included in the workflow to optimize it for fast online use (such as using a bi-cubic down sampling method), balancing hi-resolution imagery, or not, depending on client preference.

eText refers to conversion to a text format in Word, not a total block text and not an exact copy. (Exact copy leaves frame objects that interfere with assistive technology). It has basic formatting preserved for end of paragraphs, punctuation, and some emphasized text like bold or italics. Pictures included will have alternative text.

Textbook PDF to accessible PDF (not tagged) is making the scanned PDF accessible for screen readers and/or to copy text (cut / paste). It involves a workflow that requires OCR and then using Acrobat to format the OCR text for non-tagged PDF use. The accessible PDF produced is typically used on a desktop/laptop with 3rd party screen readers or the Adobe Read out loud reader.

6. Describe your company's ability to deliver materials electronically. List the format(s) used in electronic delivery.

Our company has the ability to email files or save files on a CD to be mailed. We use the following formats in electronic delivery:

- BRAILLE FILES: Braille Ready files .brf
- GRAPHIC FILES: Adobe .pdf, CorelDraw .cdr, and Word .docx

7. Describe the step-by-step process your company would undertake to produce a complete textbook, especially one in a STEM field.

First AIS transcribers analyze each page to know what the textbook has to offer e.g., equations, marginal material, possible graphics, end-of-chapter and end-of-book material. Depending on the source material AIS may have the project OCR'd and then assign the book for transcription by a certified person or team.

The AIS assigned transcriber(s) generally creates their own graphics along with transcription, and sometimes another AIS transcriber(s) creates the graphics. After volumes are transcribed they are proofread by certified proofreaders who generate a report for the transcription team. The team corrects appropriate errors and reviews the entire volume again before submitting it to quality assurance for a final review. These files are then ready to send electronically or for production.

Once the files are produced, after assembly each volume goes through a production quality assurance and then it is packaged and shipped.

**B. Timelines**

1. Describe your typical turnaround time for a standard braille production request.

- Braille is a meticulous and laborious process. Assuming a 300-print page STEM project would require 1000 braille pages and 300 graphics, it would take, approximately, 10 to 12 weeks to complete.
  - A one-page STEM worksheet or tactile graphic would take 1-3 days to complete.
  - A STEM project that is 25-30 print pages would take about 1 week to complete.
  - A non-STEM project that is 25-30 print pages would take about 4 days to complete.
2. Describe the timeframes necessary for a braille production that has a short or quick turnaround time. For example, a rush tactile graphic would need to be submitted how many days in advance?
- Assuming a 300-print page rush STEM project would require 1000 braille pages and 300 graphics, it would take, approximately, 6 to 8 weeks to complete.
  - A rush one-page worksheet or tactile graphic will take about 1 day to complete.
  - A rush STEM project that is 38-50 print pages would take about 1 week to complete.
  - A rush non-STEM project that is 38-50 print pages would take about 4 days to complete.

**C. Quality Control**

2. Describe your company's quality control processes and procedures.

After volumes are transcribed they are proofread by the person/team before they are proofread by certified proofreaders who generate a report for the transcription team. The team corrects appropriate errors and reviews the entire volume again before submitting it to quality assurance for a final review. When the files are produced, after assembly, each volume goes through a production quality assurance. Therefore, each project has 4-5 levels of proofreading and quality assurance reviews.

3. Describe your qualification/certifications of the staff performing the quality control/ proofing of production materials.

AIS only uses certified proofreaders.

4. If you have certified transcribers on staff, describe their role with regards to production and quality control.

Production of materials is performed by certified transcribers and only a certified transcriber and proofreader is used to perform quality control/assurance.

5. Describe any process by which edits can be requested. For example, if there is a critical typo or mistranslation of a specialized code, how can the university request a change?

This is a rare occurrence. Preferably, a detailed email listing the exact error(s) and location(s)—page and line—should be provided. Upon receipt of this information, it is given top priority for correction.

#### **D. Experience and References**

1. Describe your company's experience in working with education institutions. If you've worked with colleges or universities, be sure to provide details about that experience.

AIS has not worked with colleges and universities, but we have extensive experience working with local school divisions throughout Virginia.

2. Provide references for work that you have done for other institutions.

References and contact information is provided in the reference section of the RFP.

3. Describe any additional information that would provide further insight into your company's ability to provide braille production service to James Madison University.

One of our transcribers, Randy Davis, worked in the AMAC department of Georgia Tech helping build their braille department where he worked with Courtney Shewak of George Mason University [cshewak@gmu.edu](mailto:cshewak@gmu.edu).

AIS has transcribers who had a representation on a BANA (Braille Authority of North America) committee as well as NBA (National Braille Association) committees, as well as on the board of directors for the NBA.



## **Brief Company Description**

Allied Instructional Services (AIS) is owned by Karen Walker. Karen Walker has an extensive background in education and business. She is a graduate of Florida State University with a degree in special education. She holds a Virginia teacher license with endorsements in vision impairments, emotional disabilities, and learning disabilities. She is also an orientation and mobility instructor. She has been contracting services to school divisions for more than 25 years in many capacities. Allied Instructional Services began operations in 2010 under the leadership of the owner, Karen Walker, and the Senior Vice President, Chris Martin.

Allied Instructional Services has recruited and hired experienced and qualified service providers to extend the owner's vision that every child should have high quality services as outlined in their individualized education program or 504 plan. Service providers include: transcriptionists, occupational therapists, physical therapists, teachers for the blind and vision impaired, teachers for the deaf and hard of hearing, American Sign Language interpreters, audiologists, orientation and mobility instructors, speech language pathologists, and consulting for assistive technology and accessibility. We pride ourselves in having a stellar team of service providers and leaders.

Each of our 125 service providers are led by a service team leader. The company's Senior Vice President and Chief Operating Officer is Chris Martin. He has a background in education both as a teacher and administrator. He also has a business background and directs the day to day operations of Allied Instructional Services. The company's Vice President of Educational Services is Karen Vay Walker. She has an extensive career in education both as a teacher and administrator. She manages the human resources and the recruitment for Allied Instructional Services. The company's Vice President of Finance and Marketing is Mary Hall. Mary has extensive background in school Medicaid and business. She manages the finances and budget for the company. Dawn Zepernick is our Lead Media Specialist and is the main point of contact for our transcription services.

Allied Instructional Services has significant K-12 educational domain experience with extensive educational expertise in implementing successful individualized educational programming. This means our educational experience and expertise has led Allied

Instructional Services to winning over 125 contracts in various school divisions in the Commonwealth of Virginia, Maryland, Georgia, Tennessee, Florida, and West Virginia.

AIS has excellent partnerships with many professional organizations and colleges/universities across the United States to gain the most qualified candidates for the AIS team. Due to our stellar recruiting process, AIS can interview and locate the best candidates for our contracted services.

Allied Instructional Services has an office in Ashland, Virginia with services providers all over the Commonwealth. The key management team listed above works from the corporate office.



## Identifying Information Intentionally Omitted

### AREAS OF EXPERTISE

- A decision maker, well organized, resourceful and detail oriented
- Personable and articulate; skilled in handling professionals, consumers, vendors and the public with professionalism and courtesy
- Very effective working on self-managed projects and as a member of a team
- Proficient in various operating systems to include Windows 10, Windows 8, and Windows 7 Enterprise; as well as, earlier versions
- Ability to learn new systems quickly

### PROFESSIONAL EXPERIENCE

#### **LEAD MEDIA SPECIALIST**

Allied Instructional Services. *August 2016-Current*

- Responsible for management of transcriptionists
- Recruit, select, supervise, train, mentor, assign, evaluate, counsel and discipline providers
- Provide Project Management: work with transcribers throughout the year to ensure projects are completed; efficiently, correctly and on time
- Develop and ensure compliance with policies and procedures for use of transcription operations
- Schedule and lead meetings as needed
- Transcribe materials into Braille
- Provide software and hardware support for standard and adaptive systems, including; procurement research, movement of systems, installation and configuration, training of all staff, problem resolution, backup and recovery
- Provide IT support to AIS employees and providers; manage office equipment
- Responsible for AIS website management and updates

#### **INFORMATION TECHNOLOGY SPECIALIST and BRAILLE UNIT MANAGER**

Department for the Blind and Vision Impaired, LRC. *January 2002–August 2016*

- Responsible for management and operation of Braille Unit for maximum efficiency; including scheduling of projects and time of Braille Unit staff
- Recruit, select, supervise, train, mentor, assign, evaluate, counsel and discipline staff
- Provide Project Management: work with vendors (transcribers) throughout the year to ensure projects are completed; efficiently, correctly and on time
- Develop and ensure compliance with policies and procedures for use of Braille Unit operations



- Schedule and lead Braille Unit meetings as needed
- Transcribe materials into Braille
- Provide software and hardware support for standard and adaptive systems, including; procurement research, movement of systems, installation and configuration, training of all staff, problem resolution, backup and recovery
- Prioritize tasks to provide support to staff members in a timely and responsive manner
- Investigate, diagnose, resolve complex operational, infrastructural, or application problems
- Document problems and fixes of applications, hardware and software failures of agency owned computers, adaptive systems and audio/visual equipment
- Evaluate, test, install, upgrade and configure network printing, directory structures, rights, security, and software on agency owned computers, network and peripherals.
- Ensure compliance with policies and procedures for use of Information Technology Systems
- Perform LAN, READS (SQL database), KLAS (Progress Database) administrative and operational tasks; including contacting vendors - Database Administrator
- Administer and customize the following operating systems: Windows 10, Windows 8 and Windows 7 Enterprise, and Windows 2010 server
- Maintain LRC inventory and inventory database – receive, install and transfer inventory – request inventory that is needed to avoid shortages

## **SYSTEMS ADMINISTRATOR**

Northrop Grumman (formerly Logicon), ACRI. *July 1999-July 2001*

- Setup, configure, troubleshoot, test, upgrade and maintain PCs, peripherals and software
- Train entity personnel on software, hardware and administrative duties
- Setup , configure, troubleshoot, test, and maintain LANs for Windows NT 4.0, Windows 2000, Windows 98 and HP-UX 10.2
- Design layouts to network from three to thirty workstations
- Configure computers to run on network
- Administer and customize the following operating systems: Windows NT 4.0, Windows 2000, Windows 98 and HP-UX 10.2
- Setup, configure, troubleshoot and administer e-mail accounts
- Provide Help Desk support
- Purchase and prepare necessary equipment for office and simulation centers
- Setup Janus Simulation Center at various overseas locations
- Configure terminal server ports
- Write and edit .com files in version 7.1 Open VMS
- Maintain and create new database files using Brigade/Battalion Battle Simulation (BBS) database editor
- Maintain and edit parameter files as required to support Simulation using VA

## **EDUCATION**

- Bachelor of Science in Information Systems with emphasis in Networking  
Strayer University – 2016
- Undergraduate Studies in Mathematics/Computer Science Education  
Virginia State University – 1995-1997

- Associates Degree in Arts and Science  
John Tyler Community College – 1995

## TRAINING

- Letter of Proficiency in Unified English Braille, 2015
- IVEO Tiger embosser Software Suite, 2012
- Braille transcriber Certification, 2010
- Recruitment and Selection Panel Chairperson Training, 2010
- Recruitment and Selection Panelist Training, 2010
- Braille Transcription, 2010
- eVA purchasing 101, 2010
- Managing the Virginia Program, 2009-2011
- DBVI Investing in Our Workforce, 2009-2011
- Employee Relations for New Supervisors, 2009
- Customizing JAWS, Freedom Scientific Workshop, 2002
- Unix I and II courses; Global Knowledge, 2001



## Identifying Information Intentionally Omitted

Objective	I am seeking rewarding work in braille transcription or any related areas.
Professional Summary	<p>Successful management of the transcription of multiple textbooks of various grade levels at one time.</p> <p>Proven leadership skills performed by leading teams from beginning to completion of textbooks and helping transcribers learn while monitoring productivity goals.</p> <p>Authored and facilitated an in-house Braille Formats training course; Co-developed interactive PDF games, Formats Firestorm and Bingo, for the training course.</p> <p>Created tactile graphics by the collage method. Graded lessons for the NLS Library of Congress course.</p> <p>Conducted workshops on GBT Agency Decisions, GBT Workflow, GBT Specifications, Proofreading, and Transitioning.</p> <p>Co-chaired an in-house Professional Development Conference.</p> <p>Proofread and consulted on the development of an in-house Tactile Graphics Course.</p>
Experience	<p>Georgia Braille Transcribers (GBT)</p> <p>AMAC</p> <p>GIMC</p>
Certifications	<ul style="list-style-type: none"><li>* NLS Certification as a Transcriber</li><li>* NBA Certification in Textbook Formatting</li><li>* NLS Certification as a Proofreader</li><li>* NLS Certification in Nemeth</li></ul>

## Related Skills

- \* Ability to stay focused through lengthy projects
- \* Attention to detail, organization
- \* Microsoft Word, Braille2000, Corel Draw
- \* Played an integral role in receiving awards from the National Library Service/Library of Congress totaling six years and millions of dollars
- \* Played an integral role in AMAC becoming a full member of the Braille Authority of North America through my work as part of the Braille Formats Committee
- \* Played an integral role in a dozen prison program participants receiving their literary braille certification and mentored countless number of others
- \* Played an integral role in utilizing braille as a means to bring on more Deluxe Memberships to AMAC

# 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 8 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 #
Accomack County Public Schools	2 years	PO Box 330, Accomac, VA, 23301	Jennifer Annis  757-824-3360
Norfolk Public Schools	2 years	PO Box 1357, Norfolk, VA, 23501	Elissa Waldman- Sison  757-708-4939
Goochland County Public Schools	2 years	PO Box 169, Goochland, VA, 23063	Jennifer Waggener  804-556-5625
Chesterfield County Public Schools	2 years	PO Box 10, Chesterfield, VA, 23832	Lisa Falvo  804-639-8918
Spotsylvania County Public Schools	2 years	8020 River Stone Drive, Fredericksburg, VA, 22407	Paige Carter  pjcarter@spotsylvania.k12.va.us

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

Karen B. Walker, PO Box 2214, Ashland, VA 23005

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

[ ] YES [ X ] NO

IF YES, EXPLAIN:

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## ATTACHMENT B

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

**Offeror Name:** Allied Instructional Services **Preparer Name:** Karen B. Walker

**Date:** August 13, 2018

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

If yes, certification number: 696494 Certification date: 7/18/2017

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

If yes, certification number: 696494 Certification date: 7/18/2017

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: \_\_\_\_\_

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***



### **Financial Condition**

- Allied Instructional Services is a certified SWAM business entity that is 100% owned by one woman, Karen Walker. Karen Walker acts as Owner and President of the company.
- Financial Status - AIS is financially sound with active contracts in over 100 school divisions in 5 states and we continue to grow. Gross Revenue for 2017 was over \$5.7 million and gross revenue for 2018 is anticipated to be over \$6 million. AIS is on track for an anticipated growth of 30 percent for 2019.
- AIS has never merged, been involved in an acquisition, or restructure.
- AIS is not a joint venture.
- AIS is not involved in any litigation.
- AIS has not worked with any VASCUPP Member Institutions.





## **X. PRICING SCHEDULE**

Per page pricing comparison:

- Braille
  - Literary (EBAE and UEB) transcription and proofreading \$9.00 per braille page
- Tactile graphics
  - Electronic: \$12.00 per braille page
  - Collage: \$16.00 per braille page
- Rush production fee
  - Two times standard cost
- Standard production times
  - Braille is a meticulous and laborious process. Assuming a 300-print page STEM project would require 1000 braille pages and 300 graphics, it would take, approximately, 10 to 12 weeks to complete.
  - A one-page STEM worksheet or tactile graphic would take 1-3 days to complete.
  - A STEM project that is 25-30 print pages would take about 1 week to complete.
  - A non-STEM project that is 25-30 print pages would take about 4 days to complete.
- Different types of braille code
  - Foreign Language transcription and proofreading: \$10.00 per braille page
  - Technical material (Math, Science, IPA) transcription and proofreading: \$10.00 per braille page

When pricing a textbook, there are many factors involved. Some of the factors include; complexity of material (especially STEM material), complexity of graphics, and quality of the source file.



August 14, 2018

Doug Chester  
Buyer Senior  
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:

In response to your request for proposal for Braille Transcription Services (RFP # FDC-1017), I am enclosing the updated RFP cover sheet initialed to acknowledge addendum 1 and addendum 2.

Please contact me at 804-368-8475 or via email at [kwalker@alliedinstructional.com](mailto:kwalker@alliedinstructional.com) if you need any additional information. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen B. Walker", is written over a light blue horizontal line.

Karen B. Walker  
CEO

# REQUEST FOR PROPOSAL

## RFP# FDC-1017

**Issue Date:** July 19, 2018  
**Title:** Braille Transcription Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on August 15, 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](mailto: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.

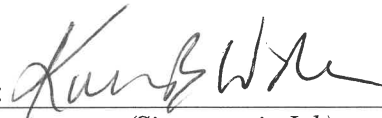
Name and Address of Firm:

Allied Instructional Services, LLC

PO Box 2214

Ashland, VA 23005

By:



(Signature in Ink)

Name: Karen B. Walker

(Please Print)

Date: August 14, 2018

Title: CEO

Web Address: [www.alliedinstructional.com](http://www.alliedinstructional.com)

Phone: 804-368-8475

Email: [kwalker@alliedinstructional.com](mailto:kwalker@alliedinstructional.com)

Fax #: 804-368-8467

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.



**August 8, 2018**

**ADDENDUM NO. ONE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# FDC-1017**  
Dated: **July 19, 2018**  
Commodity: **Braille Transcription Services**  
RFP Closing On: **August 15, 2018 at 2:00 p.m. (Eastern)**

Please note the following responses to vendor questions:

Question: Will vendors receive electronic (text-extractable) source files for jobs resulting from a contract?

Response: Yes.

Question: Section VII, Paragraph U provides that, with regards to the eVA Procurement System, a 1% transaction fee is payable and this fee is “determined by the date the original purchase order is issued.” Will there be a purchase order per assignment accepted by a bidder, or one purchase order issued on date of contract award? If the latter, and given that multiple bid winners may be chosen, what happens if no work is actually assigned to a bidder; i.e. is the fee still payable?

Response: Purchases will be made per assignment, via a purchase order. EVA fees will only be assessed on purchase orders received.

Question: Are vendors required to bid on all braille types listed?

Response: Vendors are not required to be able to produce every type of braille. The question is asking what types of braille code vendors have worked with and what the depth of experience is. The intent of the question is to determine what range of services are available. Vendors are not necessarily expected to be able to produce every type.

Question: What is the anticipated volume for each braille type listed?

Response: It will vary based on the number of students at JMU (and any other Virginia school that uses the contract) who utilize braille and the types of classes they are taking.

Question: Pre-UEB (i.e. EBAE) are listed as a requirement. Will there be UEB materials required as well? If UEB is required as well, will the math and chemistry materials be required in Nemeth within UEB context or UEB Technical?

Response: These are not requirements. JMU is trying to assess vendors' capabilities. Vendors should specify what types of braille they are able to produce but are not required to drill into this level of detail.



Question: Regarding the foreign languages requirement, if a vendor can transcribe only Romanized characters for foreign languages, is that acceptable?

Response: Vendors should list this in the response to the RFP. It's not a matter of acceptable or not, JMU wants to access capabilities.

Question: Regarding V. Proposal Preparation and Submission on page 3 of RFP #FDC-1017:

B. states that one (1) electronic copy in WORD format or searchable PDF of our entire proposal is required. If we submit the electronic copy as a Word document, is it acceptable to note, "Please see original" or "Please see original for ink signature" in places where signatures are required?

Response: As long as the original version of the proposal has ink signatures that is acceptable.

Question: Can companies from Outside USA can apply for this?

Response: JMU will evaluate all proposals received.

Question: Will companies need to be physically available for meetings?

Response: No

Question: Can vendors perform the tasks (related to RFP) outside USA?

Response: Vendors will need to describe in their response how they will deliver the product.

Question: Can vendors submit proposals responses via email?

Response: No. JMU cannot receive electronic proposal submissions.

Question: Is JMU looking for a contractor that is a full service provider? Meaning some one that will send hard copies of all materials or just electronic files?

Response: JMU is looking for vendors who can just supply electronic files.

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

Sincerely,

Doug Chester, VCO, CUPO  
Buyer Senior



**August 14, 2018**

**ADDENDUM NO. TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# FDC-1017**  
Dated: **July 19, 2018**  
Commodity: **Braille Transcription Services**  
RFP Closing On: ~~**August 15, 2018 at 2:00 p.m. (Eastern)**~~  
**August 23, 2018 at 2:00 p.m. (Eastern)**

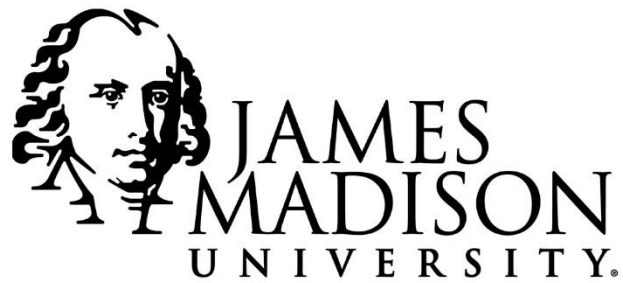
Please note the clarifications and/or changes made below on this proposal program:

1. The closing date and time have been extended to August 23, 2018 at 2:00 p.m.

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

Sincerely,

Doug Chester, VCO, CUPO  
Buyer Senior

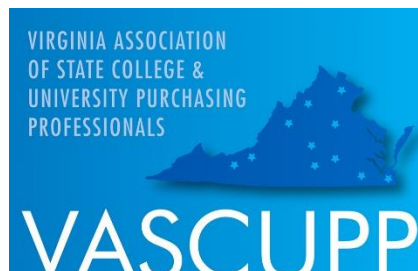


# Request for Proposal

## **RFP# FDC-1017**

**Braille Transcription Services**

**July 19, 2018**



# ***REQUEST FOR PROPOSAL***

## ***RFP# FDC-1017***

**Issue Date:** July 19, 2018  
**Title:** Braille Transcription Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
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**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-1017***

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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 braille and tactile graphic production service for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU's Office of Disability Services (ODS) collaborates with the JMU community providing programs and services that support the university in creating inclusive, equitable environments that value disability, diversity and accessibility. ODS currently provides accommodations and support to approximately 1,100 registered students, as well as assistance to numerous additional groups, including applicants for accommodation, faculty, parents, clinicians, etc.

The Accessible Media program (AcMe) in JMU's Office of Disability Services (ODS) provides accessible course content for students with visual impairments, including braille, tactile graphics, 3D models, screen reader accessible materials, etc.

## **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**

As the number of students requiring braille and tactile materials increases, ODS has recognized a need for outside contractors to support the braille program with both standard and specialized braille codes. For example, AcMe provides braille and tactile graphics to students with visual impairments enrolled in a variety of classes, including STEM subjects, phonetics, anatomy, foreign languages, and more.

### **A. Production**

1. For each braille type listed below, describe your company's experience with it and ability to produce it.
  - Pre-UEB braille
  - Nemeth
  - Chemistry
  - Spatial-Mathematics
  - Foreign languages

- Phonetics/IPA
  - Tactile Graphics
2. Describe the types of tactile graphics your firm has or can produce.
  3. Describe the methods of printing that your firm uses.
  4. Describe the different material(s) you use to produce tactile graphics. For example, SwellPaper, braille paper, etc.
  5. Describe any additional accessibility services your company offers. For example, remediating PDFs for accessibility, providing accessible textbook files, eText, HTML, and MathML, or other services.
  6. Describe your company's ability to deliver materials electronically. List the format(s) used in electronic delivery.
  7. Describe the step-by-step process your company would undertake to produce a complete textbook, especially one in a STEM field.

**B. Timelines**

Understanding that each braille job is different and requires an individualized quote and timeline, please provide the following information to the extent that it can be estimated:

1. Describe your typical turnaround time for a standard braille production request.
2. Describe the timeframes necessary for a braille production that has a short or quick turnaround time. For example, a rush tactile graphic would need to be submitted how many days in advance?

**C. Quality Control**

1. Describe your company's quality control processes and procedures.
2. Describe your qualification/certifications of the staff performing the quality control/proofing of production materials.
3. If you have certified transcribers on staff, describe their role with regards to production and quality control.
4. Describe any process by which edits can be requested. For example, if there is a critical typo or mistranslation of a specialized code, how can the university request a change?

**D. Experience and References**

1. Describe your company's experience in working with education institutions. If you've worked with colleges or universities, be sure to provide details about that experience.
2. Provide references for work that you have done for other institutions.

3. Describe any additional information that would provide further insight into your company's ability to provide braille production service to James Madison University

## 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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. **EVALUATION AND AWARD CRITERIA**

### A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	25
	<hr/> 100

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

## **VII. GENERAL TERMS AND CONDITIONS**

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the

notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a 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](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

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

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

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

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

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
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. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly

introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- R. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- S. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- T. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

## **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.

### **Pricing**

Provide a per page pricing comparison for the following:

- Braille
- Tactile graphics
- Rush production fee
- Standard production times
- Different types of braille code

Describe how the pricing varies based on content type.

If your company offers any additional related products or services not specifically requested in this RFP, provide a detailed description of the product/service and the related cost.

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

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

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------


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


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

[ ☐ ] YES [ ☐ ] NO

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


## ATTACHMENT B

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

**Offeror Name:** \_\_\_\_\_ **Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

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

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

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person/No.

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

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

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

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

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

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

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

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

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

The contract documents shall consist of:

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

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

**CONTRACTOR:**

**PURCHASING AGENCY:**

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

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

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

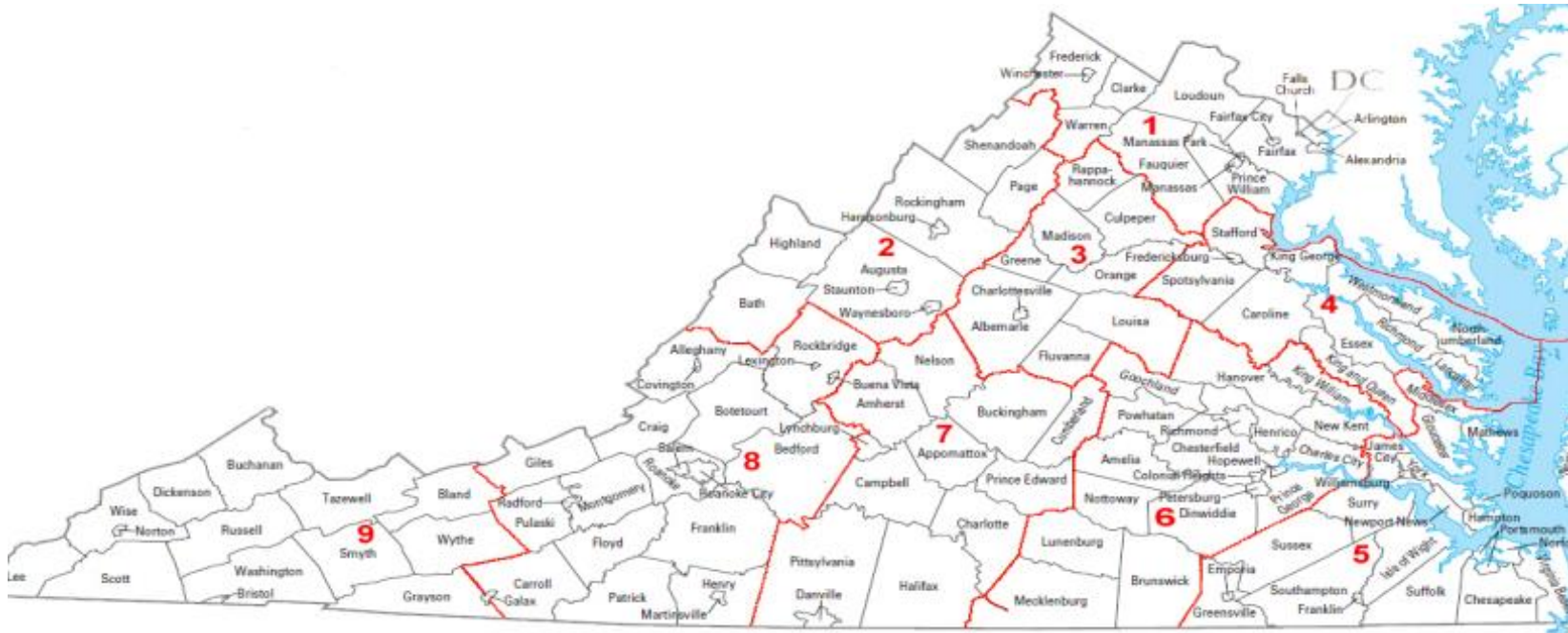
\_\_\_\_\_  
(Printed Name)

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

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

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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