



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5927

This contract entered into this 23rd day of February 2021, by Folio Design, Ltd. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From May 21, 2021 through May 20, 2022 with five (5) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal DMS-1084 dated June 2, 2020:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One dated June 16, 2020;
(3) The Contractor's Proposal dated July 14, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated February 22, 2021.

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

CONTRACTOR:
By: [Signature]
(Signature)
Marsha L. Vayvada
(Printed Name)
Title: President

PURCHASING AGENCY:
By: [Signature]
(Signature)
Dana Simmers
(Printed Name)
Title: Buyer Senior

2/22/2021

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1084 and the Contractor's initial response to RFP# DMS-1084, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor's pricing schedule is hereby replaced with a blended hourly rate of \$70.00 for the following services:
  - Creative Direction
  - Marketing Consultation
  - Design and Production
  - Press Checks and other quality control measures
  - Preparation of templates and content for presentations
  - Preparation of advertisement for print or electronic media
  - Graphics for Web pages
  - Multimedia (including animation and video)
  - Project Management
  - Editorial Services
  - Photography
  - Videography
  - Art direction for photography shoots and image selection
  - Stock photography for a very specific need – call for quote
3. Contractor shall provide a project proposal/estimate for each project to include an itemized list detailing the services to be provided, the number of hours it will take to complete the project along with associated hourly fees, total project cost, actual date for starting work, project completion date, and contact information of the department requesting service.
4. Contractor shall not charge the university for Contractor's travel time or any additional travel expenses.
5. Contractor shall follow James Madison University's brand standards as described in the Brand Guide which can be found at: <https://www.jmu.edu/identity>. Contractor shall be responsible for keeping up-to-date of any changes to JMU's brand standards.
6. Contractor shall not require the university to sign additional order forms or agreements for work being done under this contract to include signing proposals/estimates.
7. Contractor shall not charge for project meetings and/or consultations, whether onsite at the university or off campus.
8. Contractor shall furnish all necessary labor, resources, equipment and materials as may be required to fulfill university needs and requirements. Contractor may also be required to continue project management through production and delivery of final product.

2/22/2021

9. James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate from the resulting contract(s) as may be deemed in the best interest of the university. JMU reserves the right to request a quotation from one or more contractors with which the university has a contract. Upon approval of the quotation received by the university, an Agency Purchase Order will be issued as authority to proceed with the work. **NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED.**
10. Contractor shall not perform any work which would result in exceeding the dollar limitation outlined within the project estimate and specified on a university purchase order without first having obtained written approval from the university.
11. All artwork, graphics, photographs, production and manufacturing materials as well as original files (Adobe Creative Suite) and associated attachments created under this contract shall become the property of James Madison University. Any furnished materials shall remain the property of JMU. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
12. All intellectual material created by Contractor for JMU under this contract, including but not limited to slogans, campaign themes, advertising and research, will become the property of James Madison University and will be provided to JMU in the form requested on or before the submission of an invoice for payment.
13. As an agency of the Commonwealth of Virginia, James Madison University makes payment in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Pay Act.
14. Purchasing agency may or may not have prototypes, preliminary sketches and/or drawings to provide prior to the start of a graphic design project. Contractor understands that this will vary depending upon project and shall work collaboratively with the university to determine roles and responsibilities of each party prior to the project's start.
15. Contractor shall provide university a written proposal/estimate for each project within three (3) calendar days after meeting with the project manager.

Proposal/estimate shall be emailed to:

- a. University Communication and Marketing, Carolyn Windmiller, [windmicm@jmu.edu](mailto:windmicm@jmu.edu).
  - b. Department requesting services.
16. Contractor shall not undertake any work until the following has been received by the university:
    - a. Written approval from University Communications and Marketing, Carolyn Windmiller, [windmicm@jmu.edu](mailto:windmicm@jmu.edu), authorizing the work to be performed.
    - b. A university purchase order for each project based upon the quote provided by the Contractor.

2/22/2021

17. Contractor shall provide, at no cost to the university, project layout proofs for approval to University Communications and Marketing, Carolyn Windmiller [windmicm@jmu.edu](mailto:windmicm@jmu.edu) within ten (10) business days prior to final production.
18. Contractor shall provide, at no cost to the university, one (1) or more samples for each project to University Communications and Marketing, Carolyn Windmiller within five (5) business days of delivery of final printed piece.

Printed samples shall be mailed to:

James Madison University  
University Communications and Marketing  
Attention: Carolyn Windmiller  
Ice House, 4<sup>th</sup> Floor, MSC 3608  
Harrisonburg, Virginia 22807

Online design work:

A website link for online design work shall be emailed to Carolyn Windmiller, [windmicm@jmu.edu](mailto:windmicm@jmu.edu)

19. Contractor shall be responsible for any expenses incurred caused by the contractor not receiving approval from University Communications and Marketing.
20. Contractor shall only utilize James Madison University's general printing contractors for university printing projects, unless otherwise approved in writing by the university. Contractor shall be responsible for keeping up-to-date on JMU's current printing contracts which can be found at: <http://cipag.jmu.edu/cipag/default.aspx>.
21. Contractor shall receive written approval prior to press checks from JMU Communications and Marketing, Carolyn Windmiller [windmicm@jmu.edu](mailto:windmicm@jmu.edu).
22. Contractor shall receive written confirmation from the university prior to utilizing a subcontractor.
23. Contractor shall revise invoices to compensate the university for lost time, delayed due dates, etc. in the event of Contractor's error within three (3) business days of error or delay. Contractor shall take necessary actions to reconcile issues by making necessary edits, provide a new print order without charge to the university, and pay for half of the printing cost.
24. Shipping costs, postage, and supplies, if applicable, for specialty advertising products will be charged to the university without markup and shall be included in the estimate provided to the university.
25. James Madison University hereby modifies IX. Method of Payment to: The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your

**2/22/2021**

bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>.

26. Contractor has disclosed all potential fees. Additional charges will not be accepted.



FOLIODESIGN  
*ltd*

**A PROPOSAL FOR  
RFP# DMS-1084**

**GRAPHIC DESIGN SERVICES**

401 North Coalter Street  
p.o. box 1977  
staunton, va 24402-1977  
540.886.0557  
folio-design.com

**Issue Date:** 06/02/2020  
**Title:** Graphic Design 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 July 8, 2020 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: Dana Simmers, Buyer Senior, Procurement Services, simmerdm@jmu.edu 540-568-5113; (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:

**Folio Design, Ltd.**  
P.O. Box 1977  
Staunton, Virginia 24402  
Date: July 14, 2020  
Web Address: folio-design.com  
Email: marsha@folio-design.com  
By:   
(signature in ink)  
Name: Marsha Vayvada  
(please print)  
Title: President  
Phone: 540.886.0557  
Fax #: 540. 213-2114

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 MLV #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ #5 \_\_\_ (please initial)

SWaM certification pending. Decision no later than July 24, 2020

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.



July 13, 2020

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

Dana Simmers, Buyer Senior, Procurement Services

Dear Ms. Simmers,

I'm pleased to present this proposal for graphic design services for the Commonwealth of Virginia, James Madison University.

Folio has worked with numerous education clients in its 25+ year history, most recently James Madison University, Virginia Military Institute, and Stuart Hall School. Our other projects and clients range from regional campaigns for Eastern Shore Healthy Options to visual identity for the organization Aligned Clinical and Educational Services.

I hope you'll feel free to contact me with any questions you may have regarding our abilities to serve JMU. Thank you for your consideration.

Best,

Marsha Vayvada  
President  
marsha@folio-design.com

## TABLE OF CONTENTS

About Folio

3

Regarding Statement of Needs

Section A

4-5

Regarding Statement of Needs

Section B

6

Regarding Statement of Needs

Section C

7-26

JMU 2020 EPG Conference, P 8-10

JMU 2018 EPG Conference, P 11-12

JMU 2019 Commencement, P 13-15

JMU 2018 Commencement, P 16-18

VMI Environment VA Conference, P 19-20

Stuart Hall Annual Report, P 21-22

Stuart Hall Capital Campaign, P 23-26

Regarding Statement of Needs

Section D

27-34

Appendices

Including Staff Resumes

and Mandatory Forms

35-42



## FIRM ORGANIZATION AND HISTORY

### *Who we are*

Folio Design is a full-service professional graphic design studio based in Staunton, VA. In business for more than twenty-five years, Folio boasts an impressive track record for helping clients both large and small establish their brands and promote products and services through head-turning design. Our portfolio includes standout brochure and advertising design, logo development, publication design including newsletters, magazines and catalogs, sales and promotional materials, corporate identity and more. Simply put, we translate your vision into visual materials that get results.

We are accustomed to producing stellar designs that suit the tastes and desires of our clients large or small. We'll take the time to listen carefully to your needs and ideas and ask the questions that will help us get to know your organization. Then we help you develop a visual plan that gets your message across with clarity, creativity, and competency. We'll not only make you look good, we'll help keep you on the right track.

## APPROACH TO PROVIDING SERVICES

Once a client accepts our proposal, Folio begins the relationship by scheduling a "getting-to-know-you" meeting at which we ask more questions about their goals, needs, constraints, likes, dislikes, process, etc. Customarily present at this meeting are Marsha Vayvada, art director and Folio owner.

Our next step is to prepare a production schedule/timeline for the project. We clearly outline responsibilities and due dates for both Folio and client tasks. As soon as a design format has been finalized, we solicit printing bids, awarding the job to the printer not only best priced but also best suited to the demands of the piece.

At Folio we work together as a team and treat every client as an individual. Our approach relies heavily on creative collaboration among team members to produce designs that rise above any one individual's efforts. We are focused on giving you not only our best design, but also our best service — maximizing budgets, managing projects and meeting deadlines.

We strive to responsibly steward the trust that you put in us because your mission is significant to us. Our mission is to create materials that will excite your audience and exceed your expectations.

RFP# DMS-1084  
STATEMENT OF NEEDS

A. General

- 1 James Madison University seeks established graphic designers to provide the highest quality of graphic design services for a variety of needs. James Madison University intends to award multiple contracts and therefore no guarantees are given for the quantity of work your firm may or may not receive from a possible resulting contract. Contract award(s) will be made to the most qualified graphic designers who can produce and deliver appropriate graphic communications that meet the needs and requirements of the university. Contractor(s) shall furnish all necessary labor, resources, equipment and materials as may be required to fulfill James Madison University's needs in the areas listed herein. Contractor may also be required to continue project management through production and delivery of final product.
2. James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the university. James Madison University reserves the right to request a quotation from one or more contractors with which the university has a contract. Upon approval of the quotation received by the university, an Agency Purchase Order will be issued as authority to proceed with the work. **NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED.** Contractor shall not perform work which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the university.
3. All artwork, graphics, photographs, production and manufacturing materials as well as original files (Adobe Creative Suite) and associated attachments created under this contract shall become the property of James Madison University. Any furnished materials shall remain the property of JMU. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
4. All intellectual material created by Contractor for JMU under this contract, including but not limited to slogans, campaign themes, advertising and research, will become the property of James Madison University and will be provided to JMU in the form requested on or before the submission of an invoice for payment.

RFP# DMS-1084  
STATEMENT OF NEEDS

A. General

5. Specific requirements for graphic design services shall include, but not be limited to the following:
  - a. Creative direction that aligns with JMU visual and content branding;
  - b. Marketing consultation;
  - c. Design and production for a variety of communications formats;
  - d. Press checks and other quality control measures as needed;
  - e. Preparation of templates and content for presentations (PowerPoint, Prezi and Keynote-based slides);
  - f. Preparation of advertisements for print or digital media;
  - g. Graphics for Web pages (Cascade), not Web page design and production;
  - h. Multimedia (which may include animation and video);
  - i. Overall coordination of the consistency and quality of materials;
  - j. Project management;
  - k. Editorial services, which shall adhere to brand standards referenced in section IV – D (1), Page 3 of this RFP.
  - l. Photography and/or Videography

RESPONSE:

- 1 - 5. Folio Design recognizes the varied and specific needs of JMU, and strives to exceed expectations with every project. Our flexibility and experience combine for a high-quality approach to creative direction, marketing, design and production in varied formats, press checks, creation of templates, advertisements, web graphics, project management, editorial services, and photography.

RFP# DMS-1084  
STATEMENT OF NEEDS

- B. Specify at least three (3) clients, preferably from a higher education institution, for similar projects in the above-mentioned functional areas. Include the date(s) and services furnished. Provide client name, address, contact name, phone number, and email address for each project specified that JMU may contact.

RESPONSE:

Engagement for Public Good Conferences: 2018 and 2020

**JAMES MADISON UNIVERSITY**

**Contact:** Carol Fleming, Assistant Dean, Professional & Continuing Education previously Outreach & Engagement **Phone:** 540-568-8987 **Address:** JMU Ice House, 127 West Bruce Street, MSC 6906, Harrisonburg, VA 22807  
**Email:** leminca@jmu.edu

Commencement Programs: May, December 2018 and May 2019

**JAMES MADISON UNIVERSITY**

**Contact:** Ramona Drury Messenger, Director, University Events **Phone:** 540/568-1789 **Address:** James Madison University, 1017 Harrison Street, JMAC 2, Suite 4, MSC 1602, Harrisonburg, VA 22807 **Email:** messenrd@jmu.edu

Visual Identity for 2020 Environment Virginia Symposium

**VIRGINIA MILITARY INSTITUTE**

**Contact:** Capt. Catherine M. Roy, Communications & Marketing Specialist  
**Phone:** 540-464-7052 **Address:** Virginia Military Institute, Center for Leadership & Ethics, 221 Marshall Hall, Lexington, VA 24450-0304 **Email:** roycm@vmi.edu

Capital Campaign Case Statement and support materials 2018-present

**STUART HALL SCHOOL**

**Contact:** Tanya Farrell, Director of Parent Engagement **Phone:** 540-213-7779  
**Address:** Stuart Hall School, 235 West Frederick Street, Staunton, VA 2440  
**Email:** tfarrell@stuart-hall.org

**Contact:** Chris Aycock, Director of Development **Phone:** (540) 213-7074  
**Address:** Stuart Hall School, 235 West Frederick Street, Staunton, VA 2440  
**Email:** caycock@stuart-hall.org

See services and examples for these clients provided in Section C, next page.

RFP# DMS-1084  
STATEMENT OF NEEDS

- C. Include a minimum of three (3) creative, published work samples which have been produced within the last two (2) years, preferably with one (1) of the three (3) from a higher education institution. The university will not return the provided samples. Submit both conventional print samples and any links to online work.
1. Explain in detail the work on these projects and list the technology used to create the printed sample.
  2. Provide pricing lists for these three (3) creative, published works.

RESPONSE:

Engagement for Public Good Conferences: 2018 and 2020

**JAMES MADISON UNIVERSITY**

**Contact:** Carol Fleming

Please see pages 8-12 for examples, project details, and pricing lists.

Commencement Programs: May, December 2018 and May 2019

**JAMES MADISON UNIVERSITY**

**Contact:** Ramona Drury Messenger

Please see pages 13-18 for examples, project details, and pricing lists.

Visual Identity for 2020 Environment Virginia Symposium

**VIRGINIA MILITARY INSTITUTE**

**Contact:** Capt. Catherine M. Roy

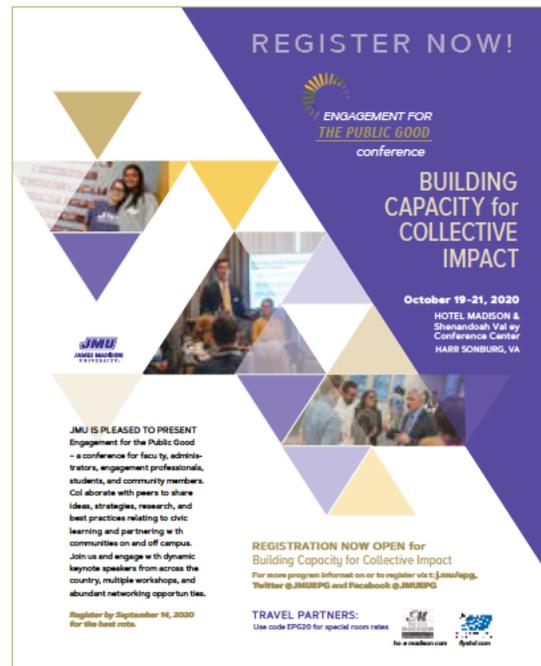
Please see pages 19-20 for examples, project details, and pricing lists.

Capital Campaign Case Statement and support materials 2018-present

**STUART HALL SCHOOL**

**Contact:** Tanya Farrell

Please see pages 23-26 for examples, project details, and pricing lists.



**JAMES MADISON UNIVERSITY**  
**Engagement for Public Good 2020 Conference**

Conference save-the-date postcard (top) incorporating the logos newly-designed by Folio (shown at lower left), and advertisement (lower right). *Services performed include:* creative direction, design and production, preparation of advertisements for print editorial services, art direction, and image selection for full-color postcard and advertisement.

**JAMES MADISON UNIVERSITY**  
Engagement for the Public Good Conference 2020

Folio designed the logo mark to brand this 2020 event. We used both Adobe Illustrator 2019 and InDesign CC 2019 to design the mark. We wanted to show energy and movement, with multiple pieces of distinct colors working together. Initially two designs were presented, and an additional four designs were created and shown. Final logo files were adjusted to work on dark, midtone, and white or light backgrounds.

As we worked on the logo mark we researched ideas for visual identity and overall look for conference materials, including a Save the Date mailer. Our client wanted to show the concept of similar and different groups of people interacting and working together. Using a Venn diagram as our spring board, we presented two different ideas. Once our client chose one, we selected a limited palette and achieved our visual variety using screens of JMU-approved colors. For photography, Folio researched the University's creative media site. We selected photos showing "interaction" then interspersed images throughout the design, always being sensitive to showing people of different ages, genders, and ethnicities in groups and pairs.

After designing Save the Date and providing press-ready files to Branner Printing, Folio did the set-up for the client's requested social media platforms and started the process of designing a two-sided invitation for the event. Following the established visual identity, Folio also set up a full-page advertisement for Madison magazine to market the event. When the conference was cancelled due to the Covid-19 pandemic, the invitation was not printed and the full-page ad did not run.

**JAMES MADISON UNIVERSITY**  
Engagement for the Public Good Conference 2020

**LOGO MARK, EVENT NAMING**

|  |                    |
|--|--------------------|
| Design and Production: 14 hours x \$70/hr .....                                    | \$ 980.00          |
| Project meetings: 2 hours .....  | \$ 140.00          |
| Design changes & additional proofs other than specified in estimate: 4 hours ..... | \$ 280.00          |
| <b>TOTAL HOURS LOGO MARK, EVENT NAMING Approx. 16 hours .....</b>                  | <b>\$ 1,400.00</b> |

**SAVE THE DATE**

|  |                  |
|--|------------------|
| Design and Production: 9 hours x \$70/hr .....             | \$ 630.00        |
| Project meetings: .5 hours .....                           | \$ 35.00         |
| Print Management: Liaison and press checks: .5 hours ..... | \$ 35.00         |
| <b>TOTAL HOURS SAVE THE DATE Approx. 10 hours .....</b>    | <b>\$ 700.00</b> |

**ADVERTISEMENT**

|  |           |
|--|-----------|
| Design and Production: 6.1 hours x \$70/hr ..... | \$ 425.00 |
|--|-----------|

**INVITATION**

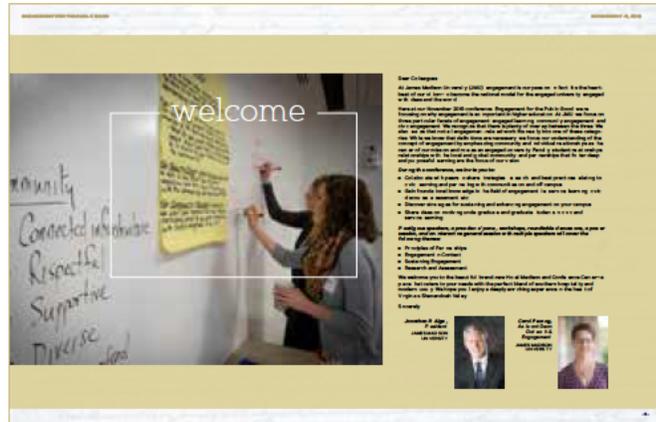
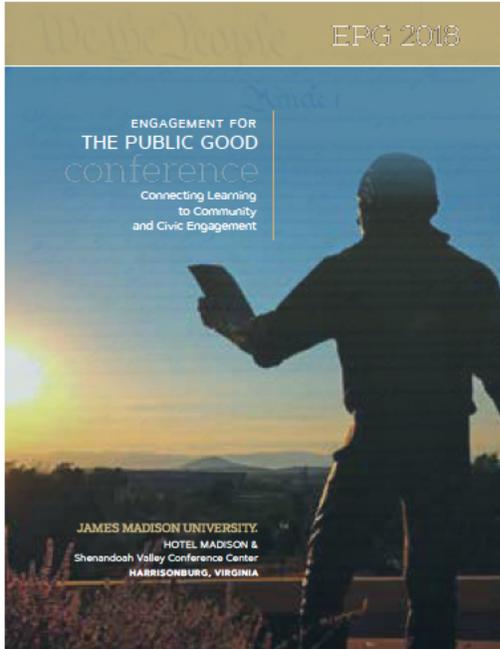
|  |                 |
|--|-----------------|
| Design and Production: 5 hours x \$70/hr .....                         | \$ 350.00       |
| <br>Total Hours Design Conference materials. Approx. 41.07 hours ..... | <br>\$ 2,875.00 |

**Contact:** Shonta Sellers, JMU Communications & Marketing Manager Professional & Continuing Education previously Outreach & Engagement **Phone:** 540-568-8987  
**Address:** JMU Ice House, 127 West Bruce Street, MSC 6906, Harrisonburg, VA 22807  
**Email:** leminca@jmu.edu



FOLIODESIGN Ltd

C. 1-2 RESPONSE



JAMES MADISON UNIVERSITY Engagement for the Public Good Conference 2018

Conference program cover (upper left) and interior spreads (at right). Back cover (at lower left) is advertisement for Madison Hotel, Shenandoah Valley Convention Center. Services performed include: creative direction, design and production, coordination of consistency and quality, and image selection for a 32-page self-cover 8.5" x 11" saddlestitched publication.

**JAMES MADISON UNIVERSITY**  
**Engagement for the Public Good Conference 2018**

For this inaugural conference, Folio created a look to promote the event through a variety of marketing materials. Initially begun by a JMU student who designed a save-the-date postcard, Folio kept the Madison-at-sunset photo used in his postcard but enhanced the image. We cropped the photo in a more dynamic fashion, then overlaid text from the Constitution, a reference to Madison as “The Father of the Constitution.” Using Photoshop to convert the purchased stock image enabled us to change the color of the text once it was placed in inDesign.

Folio designed both a trifold brochure and program booklet using InDesign and incorporating the now-established Madison/constitution visual identity. We created a palette pulling colors from the Madison sunset photo, and set about designing the invite, recommending the tri-fold oversize 6 x 10.5 format for the self-mailer. We designed cross-over spreads for visual variety in both this and the 32-page program. For photography depicting engagement, Folio researched the University’s Creative Media site. We found anchor images to start each session, and interspersed other images related to the seminar topics throughout the design, always being sensitive to showing a variety of people and situations. Working with an existing Hotel Madison logo and several photos, we designed a full-page ad for the back cover. There were two proof stages, and then a final proof using full size color printouts from our Ricoh Aficio SP C280DN. Folio created press-ready single page pdfs and uploaded native files to Branner Printing. Folio reviewed the printer proof with the client before returning to the printer for final printing.

**CONFERENCE 2018 CONFERENCE PROGRAM BOOKLET**

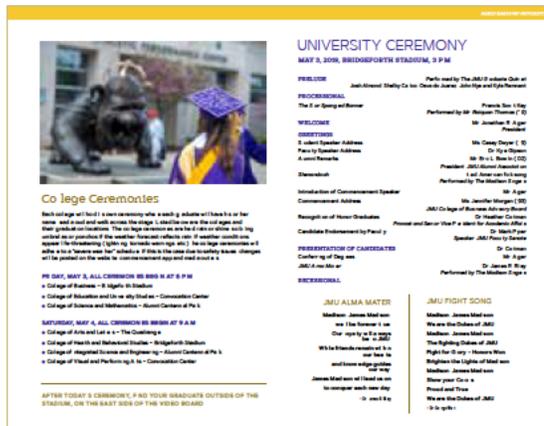
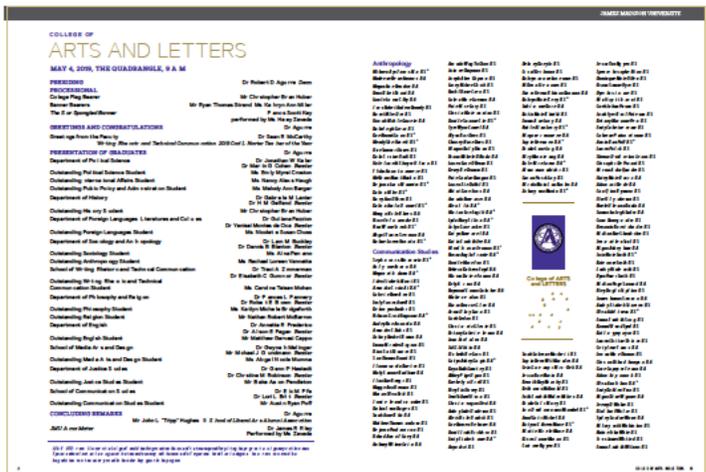
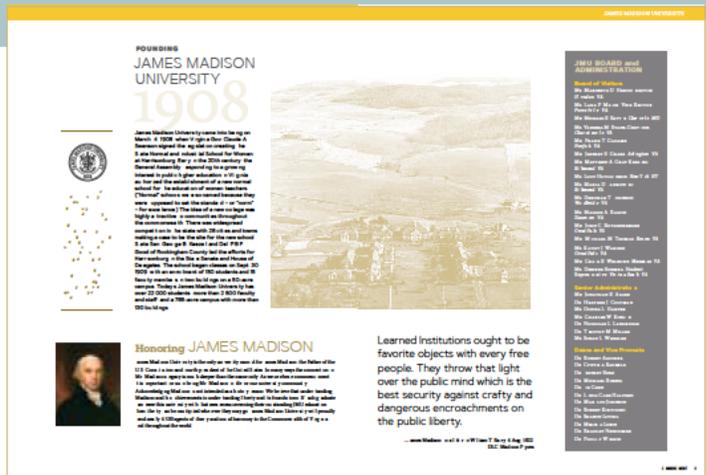
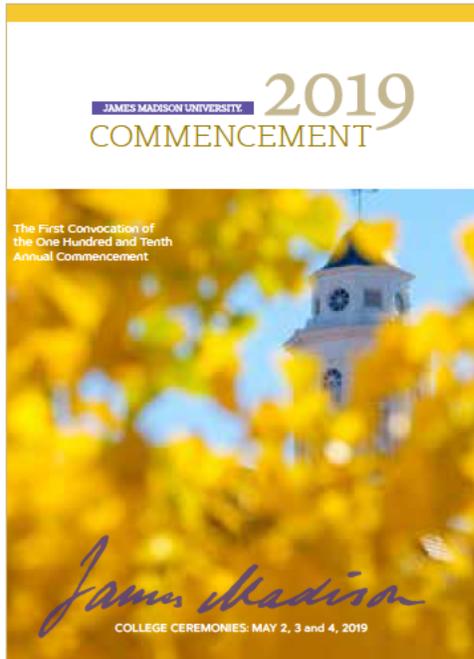
|   |                    |
|---|--------------------|
| Design and Production: 42.5 hours .....                     | \$ 2,975.00        |
| Project meetings: 4 hours .....                             | \$ 280.00          |
| Print Management: Liaison and press checks: 1.5 hours ..... | \$ 105.00          |
| <b>TOTAL HOURS PROGRAM BOOKLET Approx. 47.5 hours .....</b> | <b>\$ 3,360.00</b> |

**CONFERENCE TRI-FOLD BROCHURE**

|   |                    |
|---|--------------------|
| Design and Production: 16.5 hours .....                     | \$1,155.00         |
| Project meetings: 2.5 hours .....                           | \$ 175.00          |
| Print Management: Liaison and press checks: 0.5 hours ..... | \$ 35.00           |
| <b>TOTAL HOURS TRI-FOLD BROCHURE Approx. 20 hours .....</b> | <b>\$ 1,365.00</b> |

|   |                    |
|---|--------------------|
| <b>TOTAL HOURS FOR BOTH Conference materials. Approx. 67.5 hours .....</b>            | <b>\$ 4,725.00</b> |
| Project materials: Color proofs for both brochures, stock image of Constitution ..... | \$175.00           |
| <b>Total Hours Conference materials. ....</b>   | <b>\$ 4,900.00</b> |

**Contact:** Carol Fleming, Assistant Dean, Professional & Continuing Education  
previously Outreach & Engagement **Phone:** 540-568-8987 **Address:** JMU Ice House,  
127 West Bruce Street, MSC 6906, Harrisonburg, VA 22807 **Email:** leminca@jmu.edu



## JAMES MADISON UNIVERSITY 2019 Commencement Programs

Commencement program cover (at upper left), with interior spreads (at right). Small booklet (at lower left) coordinates with larger publication's design elements and color. *Services performed include:* creative direction, design and production, coordination of consistency and quality, art direction and image selection, and proofreading for the 44-page plus cover, 8.25" x 11.25" saddlestitched program and smaller 6" x 9" booklet.

**JAMES MADISON UNIVERSITY**  
**University Events— May 2019 Graduation Program**

The goal of these two publications was to design the book with fewer pages to reduce the printing cost. With the larger commencement program we started the shift to a 1-2 color look on interior list pages. We were able to eliminate a number of pages by incorporating symbols and a key to denote Latin scholars in the main graduate listing. As another space saving measure, we created narrow headers at the top of each page to denote introduction, graduate school, undergraduate, and map sections. We used JMU approved colors for these narrow bars. Sprinkled through the graduate listing, screened blocks with mortar board illustration highlight JMU facts and added some variety to the list of names. The university changed its design guidelines while Folio was designing the programs, so Folio set up new style sheets for the Commencement publications, replaced logos, and added the new Madison signature, while still retaining an older typeface treatment approved for the name. We reviewed images for the covers from the School's JMU Creative Media Site, and provided a selection of cover images for the both the main commencement program and its smaller companion program. The client selected gold leaves and cupola for the main program, which we paired with the photo of gold balloons and building on the smaller. We adjusted colors on the leaves and balloons in Photoshop to match JMU second tier color, Marigold.

All text, such as graduate names and orders of ceremony for different schools, arrived at different times. As soon as we set up each section, a proof was returned. It's a fast process with many different elements to coordinate, and because each section is approved separately, without complete copy it's difficult to know what will require more intensive design tweaking. Several different sections lacked information until the final days of our design production schedule.

Folio created an easy-to-navigate publication with headers that pop, a legible list of graduates, and order of ceremony events. We provided proofs throughout the process. For a final proof, Folio provided actual-size, full-color printouts from our Ricoh Aficio SP C280DN. Folio uploaded press-ready single page files for the 44-page + cover saddle stitched program main commencement program and companion 8-page booklet to Winchester Printing. Folio then reviewed press proofs with client.

After printing, we provided the client with streamlined files incorporating JMU's newest design guidelines.

**JAMES MADISON UNIVERSITY**  
University Events— May 2019 Graduation Program

**BIG BOOK PROGRAM FOR UNDERGRADUATE AND TGS CEREMONIES**

Design and Production 110 hours x \$70/hr ..... \$7,700.00  
*Including Big Book planning to remove 4-8 pages plus and shift to text heavy 1-2 color only interior. plus incorporate new font and logos, Madison signature, to meet new2019 Identity/ Branding Guidelines*

Project meetings (both projects): 10.5 hours ..... \$735.00

Print Management: Liaison and press checks (both projects): 3.5 hours ..... \$245.00

TOTAL HOURS 2019 GRADUATION CEREMONIES BIG BOOK

Approx. 124 hours ..... \$8,680.00

**SMALL BOOKLET PROGRAM FOR UNIVERSITY CEREMONY BFS**

Design and Production 15.5 hours x \$70/hr ..... \$1,085.00

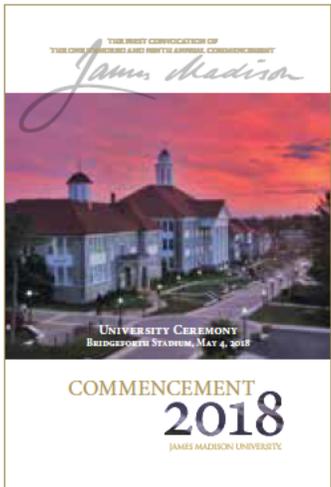
Project meetings and Print Management (included above)

TOTAL HOURS 2019 MAY BOOKLET Approx. 15.5 hours ..... \$1,085.00

Total Hours for both Commencement Big Book and Booklet.

Approx. 67.5 hours ..... \$9,765.00

**Contact:** Ramona Drury Messenger, Director, University Events **Phone:** 540/568-1789  
**Address:** James Madison University, 1017 Harrison Street, JMAC 2, Suite 4, MSC 1602, Harrisonburg, VA 22807 **Email:** messenrd@jmu.edu



**JAMES MADISON UNIVERSITY**  
2018 Commencement Programs

Large commencement program cover (upper left), with interior spreads (at right). Small booklet (lower left) coordinates with larger publication's design elements and color palette. *Services performed include:* creative direction, design and production, coordination of consistency and quality, art direction and image selection, and proofreading for the 48-page plus cover, 8.25" x 11.25" saddlestitched program and smaller 6" x 9" booklet.

### **JAMES MADISON UNIVERSITY** **University Events— May 2018 Graduation Program**

After designing the December 2017 Commencement program, Folio was delighted to work on our first May Commencement program, which was more than double the size. Working initially with InDesign files from the previous designer, we started by showing the client several different style treatments for the headers, subheads, and listings of names. After a type treatment was chosen, we began a basic set-up, changing the dimensions to fit existing envelopes as the client's request. We reviewed images from JMU Creative Media for the cover design, as well as for the interior and back cover of the publication. We presented two cover designs, and the client chose one using a photo with purple flowers. We then adjusted the color of the flowers to be closer to JMU's purple. We added a faux die-cut feature to the date by through Photoshop work. During the print process we added a spot gloss varnish to pop the flowers, some stems, and random leaves.

Folio carefully planned the progression of photos, beginning with the cover shot that included no people. The next photo gave some forward motion with people entering the scene. followed by the higher energy spread of graduates. The next high-energy photo of graduates was taken from the previous year's graduation, so we removed class years from stoles and mortar boards. Folio selected this photo as a background for a brief timeline. Mortar boards become a directional device leading you to the information at the top of the page, where we used a gradient from gold to yellow to indicate undergraduate sections while the rest the page remained white. Conversely, the graduate school pages had a white bar at the top with a gradient of gold to white on remainder of the page. We added a dotted line at the top of every page for visual continuity.

Using style sheets we established earlier in the process, we placed names and orders of ceremony into the document as we received them at different times, and quickly provided proofs for each different school's section. Photos are a point of flexibility so we tried to include one on every spread to be cropped or deleted if we needed more room for names. A project of this nature often has last minute additions or subtractions, so the flexibility was important to us.

The small program included many of the same design features as the larger program: the same dotted line header, faux die-cut date, and a sunset photo that related colorwise to the Big Program. Our client loved the idea to pair the cover images, one daytime and one at night.



**JAMES MADISON UNIVERSITY**  
**University Events— May 2019 Graduation Program**

**BIG BOOK FOR UNDERGRADUATE AND TGS CEREMONIES:**

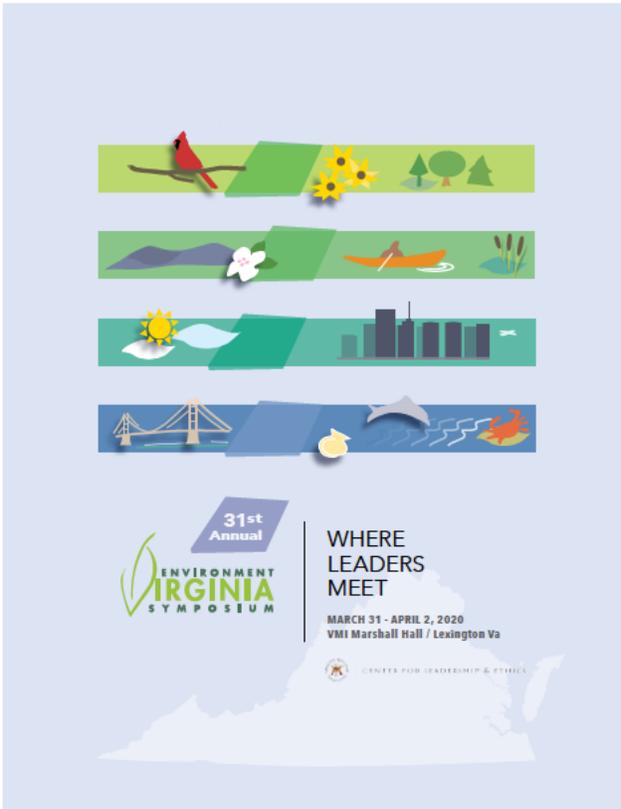
|  |                   |
|--|-------------------|
| Design and Production 74.5 hours x \$70/hr .....                   | \$5,215.00        |
| Project meetings: 5.25 hours .....                                 | \$ 367.50         |
| Print Management: Liaison and press proof checks: 4.25 hours ..... | \$ 297.50         |
| <b>TOTAL HOURS PROGRAM BOOKLET Approx. 84 hours .....</b>          | <b>\$5,880.00</b> |

**SMALL BOOKLET FOR UNIVERSITY CEREMONY BFS:**

|   |                   |
|---|-------------------|
| Design and Production: 15.5 hours x \$70/hr .....           | \$1,085.00        |
| Project meetings: 3 hours .....                             | \$ 210.00         |
| Print Management: Liaison and press checks: 2,5 hours ..... | \$ 175.00         |
| <b>TOTAL HOURS PROGRAM BOOKLET Approx. 21 hours .....</b>   | <b>\$1,470.00</b> |

**Total Hours Design Hours for both publications: Approx. 105 hours ..... \$ 7,350.00**

**Contact:** Ramona Drury Messenger, Director, University Events **Phone:** 540/568-1789  
**Address:** James Madison University, 1017 Harrison Street, JMAC 2, Suite 4, MSC 1602,  
Harrisonburg, VA 22807 **Email:** messenrd@jmu.edu



**VIRGINIA MILITARY INSTITUTE CENTER FOR LEADERSHIP AND ETHICS**

**Environment Virginia Symposium, 2020**

Visual identity components including program cover (at upper left), illustrations (right), color palette, and fonts for VMI design team. *Services performed include:* creative direction, illustration, design and production for digital files.

**VIRGINIA MILITARY INSTITUTE CENTER FOR LEADERSHIP AND ETHICS**

**Environment Virginia Symposium, 2020**

Center for Leadership and Ethics sponsors this state-wide event. We were contracted to create the ‘look’ for this 31st annual conference, and had previously designed materials for the conference in 2015. We were asked to include water, air, and land in our design, and encouraged to try to represent environmental issues/concerns for the entire state. We presented two covers: one with photography and the other with illustration. Our client selected the version with illustrations. We wanted something colorful but not juvenile. We used bars of color as anchors for spot illustrations, with objects drawn in InDesign to mimic cut-paper, and included mountains and both salt- and fresh-water imagery. Our client then requested a bridge and cityscape of downtown Richmond. Once the illustration was approved, we were asked to add/incorporate an image of the state. We created a simplified outline of Virginia and designed a tone-on-tone look that allows the illustrations to pop against the map in the background. Note the vertical bar that directs the eye to the VMI logo which marks Lexington on the map.

Folio created the visual identity and provided art files, color palette, font, and layout ideas for the VMI’s in-house designers to use to produce final pieces for print and social media. VMI’s in-house graphics team created a save-the-date and tri-fold brochure with Folio’s provided art, but this event was cancelled due to the covid-19 pandemic.

**31ST ANNUAL ENVIRONMENT VIRGINIA SYMPOSIUM — VISUAL IDENTITY**

|   |                   |
|---|-------------------|
| Design and Production: 17.25 hours x \$70/hr .....          | \$1,207.50        |
| Project meetings: 3.25 hours .....                          | \$ 227.50         |
| <b>TOTAL HOURS PROGRAM BOOKLET Approx. 20.5 hours .....</b> | <b>\$1,435.00</b> |

**Contact:** Catherine M. Roy, Communications & Marketing Specialist Professional, Capt., Virginia Militia **Phone:** 540-464-7052 **Address:** Virginia Military Institute, Center for Leadership and Ethics, 221 Marshall Hall, Lexington, Virginia 24450-0304 **Email:** roycm@vmi.edu





**STUART HALL SCHOOL**

*Annual report 2018-2019*

This is the fifth annual report Folio has designed for Stuart Hall, so the design process has been refined and streamlined. With this year's report, we used the client's 175th anniversary banner as a design element, but simplified it by eliminating its content. With this cleaner shape we used the banner to direct the eye and show movement on the page, sometimes overprinting photos and other times knocking out of photos.

The charts were created five years ago by Folio, and updated in Illustrator.

With a long-established routine and close contact with the client, Folio presented several initial cover ideas from which we chose the design, then proceeded to provide proofs, edits, and a final proof to the client before the job went to press.

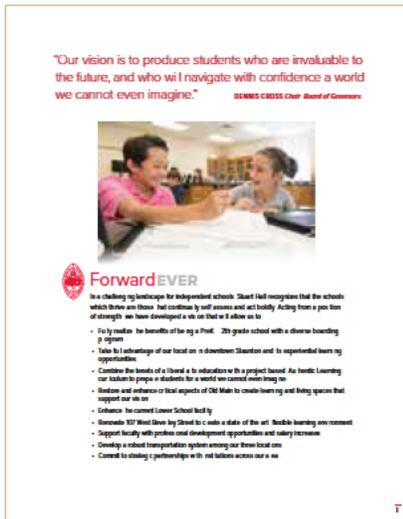
**ANNUAL REPORT**

Design and Production 19 hours x \$70/hr .....\$1,320.00

*Including two visual creative concepts and three proof stages to final press-ready files.*

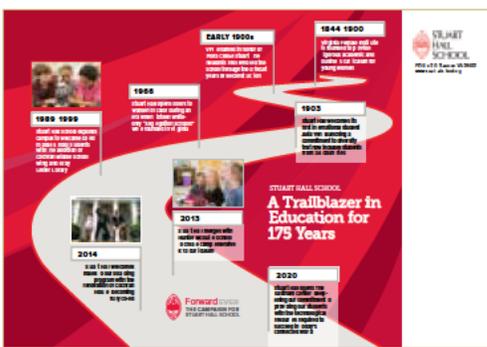
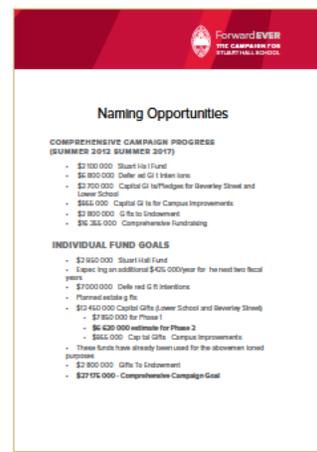
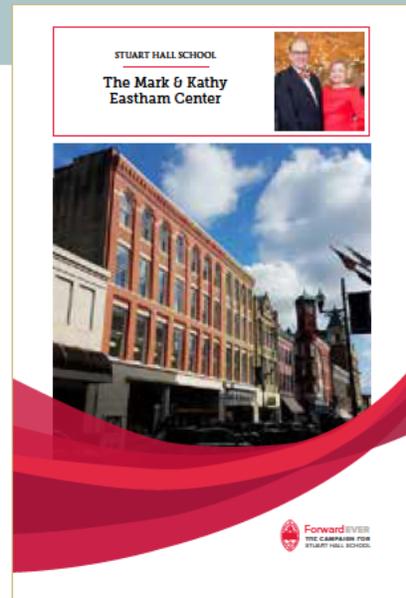
*Includes an electronic version of file for viewing publication online.*

**Contact:** Tanya Farrell, Director of Parent Engagement, **Phone:** 540-213-7779  
**Address:** Stuart Hall School, 235 West Frederick Street, Staunton, VA 24401  
**Email:** [tfarrell@stuart-hall.org](mailto:tfarrell@stuart-hall.org)



**STUART HALL SCHOOL  
Capital Campaign: Initial Launch, 2018**

Case statement front and back covers (upper right). incorporating newly designed logo (upper left). Also shown: interior spreads including commissioned illustrations, and one of the multiple inserts for the interior back pocket (lower right). *Services performed include:* creative direction, design and production, photography, and image selection for a 12-page plus cover, 9.25" x 11.5" saddle-stitched booklet/folder with interior pocket.



**STUART HALL SCHOOL**  
**Capital Campaign: Follow-up Materials 2019 and 2020**

Front cover (upper right) and interior spreads. Self-mailer with timeline and construction update at lower left and right. *Services performed include:* creative direction, design and production, photography, illustration, and image selection for 6" x 9" full-color, one-fold brochure.

## STUART HALL SCHOOL

### Case Statement and other Capital Campaign Materials

Established in 1840, Stuart Hall embarked on an unnamed \$15 million capital campaign, and needed print materials. Folio presented six name ideas to the campaign board, and they unanimously chose “Forward Ever,” a phrase from a line in their alma mater. We created a powerful wave-like swoosh with various shades of red (referencing Stuart Hall’s school colors of red and white) as an anchor for the campaign’s visual identity. Its energy and momentum reflected the forward movement of the theme.

The capital campaign had two phases. The first was the purchase and renovation of a building in downtown Staunton, to expand the school’s land locked campus. The second phase would include updates to the main campus. Folio did photo research, selecting images from the school’s image bank. We thought it was important to show students downtown, around the school’s new building, and Stuart Hall arranged a photo shoot. Artistic director Marsha Vayvada photographed the downtown building and main campus when we needed better architectural photos. Those photos were used on the back covers of the both the case statement and small direct mail folder.

Folio created the initial case statement, a pocket folder with 8-pages saddle stitched interior. To save on the production cost, we found and used an existing dieline from Mid Valley. We created PDF templates of varied inserts for the pocket showing giving opportunities, amount raised to date, etc. The client intended the piece for use one-on-one with prospective high end donors, hence larger type and bold graphics. We used the red swoosh in new ways as headers on insert pages and as fills in bursts and pyramid graphs.

Folio commissioned an illustration for the center spread info graphic map. With design direction from Stuart Hall and Folio, Phoebe West created a festive map showing the proximity of the downtown building to Stuart Hall’s main campus. The illustration was created in Illustrator, and intentionally positioned on the center spread to prevent any mismatching/cross over issues with the two halves of the image.

Next, Folio created a 6” x 9” saddlestitched piece with pocket, using inDesign. This smaller piece was sent to a broader audience and announced the building would be named for the former headmaster. The piece includes architectural 3-D renderings and updated information on the downtown building. Folio created templates in Indesign for 5.5 x 8.8 (half 8.5 x 11) inserts, easy for the client to run through their laser printer. Extensive Photoshop work was completed on some of the photography.

To keep STU constituents excited, Folio next designed an oversized self-mailer to show progress on the downtown campus project. We recommended a website link to view construction progress. The time line basics were done in Illustrator and completed in InDesign.



**STUART HALL SCHOOL**  
**Case Statement and other Capital Campaign Materials**

**STUART HALL SCHOOL CASE STATEMENT with INSERTS**

Design and press-ready files for a donor packet folder with a 12-page saddle-stitched booklet and insert templates with printer, hiring/art directing illustrator for center spread map.

77 hours x \$70/hr ..... \$5,395.00

Project materials: Fee for center spread map illustration ..... \$650.00

TOTAL HOURS 2019 CASE STATEMENT AND INSERTS..... \$6,045.00

**SMALL FOLDER DIRECT MAILER**

Design, press-ready files for a full-color, one-fold 6" x 9" pocket folder with 4-page insert

Production 43 hours x \$70/hr ..... \$3,000.00

**OVER SIZED POSTCARD DIRECT MAILER**

Design, typesetting and press-ready files for two postcards showing timeline imagery of STU design and Production 19 hours x \$70/hr ..... \$1,350.00

TOTAL HOURS 2019 CASE STATEMENT AND INSERTS..... \$10,395.00

**Contact: Chris Aycock, Director of Development, Phone: (540) 213-7074**  
**Address: Stuart Hall School, 235 West Frederick Street, Staunton, VA 24401**  
**Email: caycock@stuart-hall.org**

RFP# DMS-1084  
STATEMENT OF NEEDS

- D. 1. Provide a brief history of your firm and describe your experience in providing the services outlined in the statement of needs of this solicitation.

RESPONSE:

Folio Design is a full-service professional graphic design studio based in Staunton, VA. In business for more than twenty-five years, Folio boasts an impressive track record for helping clients both large and small establish their brands and promote products and services through head-turning design. Our portfolio includes standout brochure and advertising design, logo development, publication design including newsletters, magazines and catalogs, sales and promotional materials, corporate identity and more. Simply put, we translate your vision into visual materials that get results.

We are accustomed to producing stellar designs that suit the tastes and desires of our clients large or small. We'll take the time to listen carefully to your needs and ideas and ask the questions that will help us get to know your organization. Then we help you develop a visual plan that gets your message across with clarity, creativity, and competency. We'll not only make you look good, we'll help keep you on the right track.

- D. 2. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their back-ground and experience. Specify what role they will have in servicing JMU.

RESPONSE:

Folio is a small firm with a dedicated staff of two accomplished individuals who bring to the table a host of diverse skills, from photography and illustration to copywriting, proofreading and creative concept development. Folio's staff includes art director and owner Marsha Vayvada and design production assistant Mary Rebekah Cox.

Folio begins the relationship by scheduling a "getting-to-know-you" meeting with the specific JMU department at which we ask more questions about their goals, needs, constraints, likes, dislikes, process, etc. Customarily present at this meeting are Marsha Vayvada, art director and Folio owner, who will be JMU's contact.

(See resumés in Appendix A, page 35-36)

RFP# DMS-1084  
STATEMENT OF NEEDS

- D. 3. Describe firm's ability to follow James Madison University's brand standards (as described in the Brand Guide at <https://www.jmu.edu/identity>) to develop and design promotional and informational materials, advertisements, brochures, direct mail pieces, informational booklets, videos, Web pages, etc. that will send the appropriate message to targeted markets. The Contractor(s) shall be required to keep up-to-date of any changes to JMU's brand standards.

**RESPONSE:**

Since working with JMU's Political Science department in 2017, we understand firsthand that an awareness of branding standards does not equal an understanding of how to practically apply these requirements in published materials. It's a designer's job to use the university's logos and fonts properly, and to respect and follow the branding guidelines. Folio also considers it crucial to familiarize itself with other materials the university is producing. We will not only deliver a finished sample to the communications department, we will also email a proof of the project before the job goes to press and get a sign-off that the project is on brand. We were able to quickly adopt JMU's new branding guidelines during our work on the 2019 Commencement programs for the university. Although not mandatory, Folio incorporated most changes including fonts, logos, and word marks, plus an adjusted color palette.

RFP# DMS-1084  
STATEMENT OF NEEDS

- D. 4. Describe firm's ability to meet with a university representative face-to-face or virtually (using a mutually agreed upon technology) within 24-48 hours of request, and at no additional cost to the university.
  
- D. 5. Describe firm's ability to respond within 24 hours of project notification and within two calendar days to meet face-to-face or virtually with the project manager to carefully examine the proposed work and acquire a full understanding of the nature and scope of the project to be accomplished. JMU will provide drawings or sketches/specifications to the contractor indicating the requirements of the project.

RESPONSE 4-5:

Folio can be available upon reasonable notice to take meetings with the University. We agree to respond to JMU contact within 24 hours and set up a project meeting within the two working days, either face-to-face, on the phone, or online.

Folio responds within 24 hours by scheduling a "getting-to-know-you" meeting with the specific JMU department and project manager at which we ask more questions about their goals, needs, constraints, likes, dislikes, process, etc. Customarily present at this meeting are Marsha Vayvada, art director and Folio owner, who is your contact.

RFP# DMS-1084  
STATEMENT OF NEEDS

- D. 6. It is the expectation that the contractor will notify University Communications and Marketing at the initial launch of a project by emailing a proposal stating the scope of the project with cost estimate for review and approval to Carolyn Windmiller at windmicm@jmu.edu. Describe how your firm will make notification and ensure that this requirement is met.
- D. 7. Describe ability to respond within three (3) calendar days after meeting with the project manager and deliver to the project manager, a written estimate of the cost to complete the project.
- D. 8. The Project Manager will review the contractor's estimate and if the estimate is acceptable, submit a purchase order to JMU Procurement for price verification. The estimate should be based upon the total cost per project. In addition, the written estimate should include an actual date for starting work expressed as the number of days after the receipt of the Agency Purchase Order (DO) and the estimated time required to complete the work as scoped. The starting and completion dates shall be agreed upon between the university and the contractor and shall be reflected in the Agency Purchase Order (DO), which shall serve as the university's authorization to preform work. Purchase Orders for work under this contract will be issued at JMU's discretion. The university shall not be required to sign additional agreements for work performed under this contract.

RESPONSE 6-8:

We also agree to deliver a general timeline in addition to an estimate/proposal for each project within 3 working days of the initial project meeting. Folio will make every effort to maintain our end of said production schedule and will notify JMU immediately if dates must be adjusted for any reason.

Once a project manager accepts our proposal, we create a more detailed production schedule/timeline for the project. We clearly outline responsibilities and due dates for both Folio and client tasks. (Ms. Windmiller would be CC'ed on this email to have a timeline for the project and a general idea of delivery dates for samples). Folio will make every effort to maintain our end of said schedule and will notify JMU immediately if dates must be adjusted for any reason. Customarily present at this meeting are Marsha Vayvada, art director, Folio owner.

RFP# DMS-1084  
STATEMENT OF NEEDS

D. 9. Describe any new or innovative technologies that your firm is able to offer.

**RESPONSE:**

Folio's investment in the most up-to-date equipment and technology ensures that every project is produced to the most exacting quality standards. Two high-end Mac workstations running Adobe Creative Suites, and membership access to more than 360,000 professional quality stock photos, afford our designers the tools they need to explore all kinds of creative possibilities. Dropbox technology allows us to work with clients in new, exciting ways, and distance and file size are not an issue. Folio can still work efficiently by utilizing email and PDF (soft) proofs as well as conduct online meeting through Zoom and Discord. Folio produces hard proofs on our Ricoh Aficio SP C280DN color printer which outputs high quality, 12" x 18" printouts for any weight paper stock. Once a project is completed, Folio backs up all jobs to our Macintosh XServe server, to guarantee that clients can return year after year to make changes to a project or even reprint as is.

D. 10. Describe your firm's process for correcting errors after delivery of the final project. Specify the timeline for providing JMU with corrected materials.

**RESPONSE:**

Folio responds to the customer within 24 hours when there is an error with a job, and we correct it as quickly as possible. We contact the printer immediately to find out how quickly we can get a job back on press and discuss cost to reprint plus any stop gap measures like a small digital run. Before any further action, Folio reviews print options and troubleshoots with the customer. We then email a revised and corrected PDF to the client and the printer. Folio will cover the cost to reprint a job if it's a mistake we've made.

RFP# DMS-1084  
STATEMENT OF NEEDS

- D. 11. JMU reserves the right to review and approve all printing estimates. Describe firm's ability to utilize the university's approved printing vendors listed on our public Contract Gateway or Madison Print Services (JMU's copy center). Include process for acquiring and submitting all printing estimates to the university for review and final approval. In addition to JMU's contracted vendors, specify other printing vendors your firm may utilize.

RESPONSE:

Folio is happy to use your approved vendors, and we work with several of these printers on a regular ongoing basis. Once a design is approved, we put together print specifications for the job including paper stock, quantity, inks, digital or offset printing, folds, etc. We email these specifications to a minimum of two JMU-preferred vendors. If Folio is managing the printing, we receive estimates back from the printers and select the lowest bid. If Folio is not overseeing the printing end of the project, we still send specifications to the printers of your choice. Print estimates are sent directly to the JMU Communications contact from the printers, and JMU selects the printer.

- D. 12. Describe firm's ability to provide one (1) or more samples of all completed projects performed for James Madison University to Carolyn Windmiller within five (5) business days at the contact information provided below.
- D. 13. For online design work, a link to a website shall be emailed. For print design work, printed samples shall be mailed.

Carolyn Windmiller  
Art Director, University Brand  
University Communications and Marketing  
James Madison University  
Ice House, 4th Floor, MSC 3608  
Harrisonburg, Virginia 22807  
540-568-3913 | windmicm@jmu.edu

RESPONSE 12-13:

We coordinate with the printer whether Folio or print rep. will deliver samples to Ms. Windmiller via mail or in person, and Folio will email any necessary links to her.

RFP# DMS-1084  
STATEMENT OF NEEDS

- D. 14. Provide your firm's payment policy (i.e. Net 30, % at time of order, interim for projects spread over multiple months).
  
- D. 15. Specify any associated charge card processing fee, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees.

**RESPONSE:**

Folio payment policy is Net 30 days, and we receive electronic payments. At this time we do not accept credit cards.

- D. 16. Provide any other info you would like us to know

**RESPONSE:**

At Folio we are focused on giving you not only our best design, but also our best service — maximizing budgets, managing projects and meeting deadlines. We strive to responsibly steward the trust that you put in us because your mission is significant to us. Our mission is to create materials that will excite your audience and exceed your expectations and be on brand.



**APPENDICES**

## MARSHAVAYVADA

### education

- College of William & Mary, Williamsburg, VA. BFA Fine Art. Class of 1982.
- Stanford University. Stanford Publishing Course. Summer, 1987.

### awards

- Louie Awards, International Greeting Card Assoc. nominee in Rising Star, 2008, Best Children's Card, 2009 and Best blank card, 2010 for **joeynotes** card line.
- MVP Design Award for Outstanding Design, Mid Valley Press, 2007
- Staunton Business Woman of the Year, 1995
- Strathmore Paper National Gold Award, Corporate visual identity for Virginia Fly Fishing Company, 1991
- CASE (Council for the Advancement of Secondary Education) first place southeast division of U.S. magazine design, 1986.
- Alumni Award for Outstanding Achievement in Fine Arts from the College of William & Mary, 1981 and 1982.

### employment

- Folio Design Ltd., Staunton, VA. January 1992-present; President. Full-service graphic design agency. Create print design including multiple forms of identity design, advertising and marketing for local, regional and national clients. Clients include: America's Community Bankers; Augusta Co. SPCA; Eastern Mennonite University; Gladstone Media; Shenandoah Valley Partnership; UVa: Law School Foundation, North Fork Research Park, Ridley, and College of Arts & Sciences.
- Interface Graphics, Staunton, VA. December 1986-1991; Partner. Full-service graphic design agency. Manage small business, conduct client meeting, perform graphic design duties, including design and layout of advertising and marketing materials for non-profit and for-profit local and regional companies.
- Mary Baldwin College, Staunton, VA. Graphic Designer promoted to Art Director December 1985-1988; Provide graphic design and photography services for all divisions and departments of the college.
- Fortunate Corporation, Charlottesville, VA. Publications Coordinator & Art Director. 1983-1984. Provide graphic design and writing services for both internal and external audiences.
- Tactics—Advertising Agency, Charlottesville, VA. 1983-1984. Provide graphic design and camera work services for a variety of clients
- University of Virginia Medical Center, Charlottesville, VA. Public Relations & Publications Office. 1982-1983; Editorial Assistant Writing, photography, design of internal and external materials for this facility.

### community

- Staunton Rotary Club, member 1993-2000; Paul Harris Fellow 1995; Board of Directors 1997
- Staunton Augusta Art Center, Board of Directors 1993-1996. Member since 2007
- Woodrow Wilson Annual Luncheon, corporate sponsor 2000
- Valley Conservation Council and Historic Staunton member 2004-2007
- Women's 4-Miler Running Program for Breast Cancer research, volunteer trainer 2008-2012

### software experience

Adobe InDesign CC 2019, Adobe Illustrator 2019, Adobe Photoshop 2020, Adobe Acrobat Pro Dropbox Version 101.4.434

## MARY REBEKAH COX

(540) 886-4760

cell

328 York Ave  
Staunton, VA  
24401

### Experience

#### Household Sanity Engineer/Mother 2001-present

Responsible for maintaining the health, safety, unschooling, and equilibrium of four growing children. Demonstrate consistent ability to learn on-the-job and troubleshoot unexpected issues. Teach life skills to cultivate independence and self-sufficiency. Monitor and help maintain children's physical and mental health. Provide emotional stability and support. Job requirements include patience, flexibility, creativity, quick-wittedness, and attention to detail.

#### Design Production Assistant Folio Design, Ltd., Staunton, VA

1998-2002; 2018-present

Responsible for proofreading, editing, pre-design layout, assembling proofs, making editorial changes, meeting with clients, brainstorming concepts, data entry, and office organization. Copywriting and editing as needed. Computer-literate in Adobe programs Photoshop and InDesign.

#### News reporter, *The Morgan Messenger*, Berkeley Springs, WV 1993-94

Covered all school board and town council meetings and wrote news reports. Also covered weekly human interest news, and miscellaneous other editorial assignments.

#### General Assistant, WVMR public sole-service radio station, Frost, WV 1992-93

Dee-jayed a daily shift on-air, as well as producing public service announcements, news stories, and sponsor spots. Assisted with a successful grant application which allowed for the creation of numerous other sole-service radio stations in three counties.

### Education

student, **M.A. in Counseling**, Eastern Mennonite University, Aug 2019-present

**B.A.**, Studio Art, St. Andrews University, 1997, magna cum laude

**B.A.**, History, Mary Baldwin University, 1992

### Honors, Awards, and Activities

Alpha Chi Honor Society, inducted 1996

Dean's List, St. Andrews, 1994-1997

Co-Director, Fortner Writer's Forum, St. Andrews, 1996-97

Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Contractor shall provide a breakdown of the hourly billing rates for all staff employees and proposed subcontractors on the following (but not limited to) areas of graphic services:

| Description  | Rate/hour  |
|--|------------|
| Creative direction that aligns with JMU visual and content branding                                  | \$ 70/hour |
| Marketing consultation   | \$ 70/hour |
| Design and production for a variety of communications formats  | \$ 70/hour |
| Press checks and other quality control measures as needed  | \$ 70/hour |
| Preparation of templates and content for presentations (PowerPoint, Prezi, and Keynote-based slides) | \$ 70/hour |
| Preparation of advertisements for print or electronic media  | \$ 70/hour |
| Graphics for Web pages (Cascade), not Web page design and production                                 | \$ 70/hour |
| Multimedia (which may include animation and video)   | \$ 70/hour |
| Project management of the consistency and quality of all materials                                   | \$ 70/hour |
| Project management   | \$ 70/hour |
| Editorial services   | \$ 70/hour |
| Photography  | \$ 70/hour |
| Videography  | \$ 70/hour |
| Art direction for photography shoots and image selection   | \$ 70/hour |
| Travel costs   | no charge  |
| Any additional expenses to provide the services requested  |            |
|  |            |
|  |            |
|  |            |

## XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

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 28 Months 6

- 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                                | C O N T A C T PERSON/PHONE #         |
|--|-------------------|--|--------------------------------------|
| Stuat Hall School                            | 2014-present      | 235 W.Frederick St, Staunton, VA       | Tanya Farrell: 540-213-7779          |
| VMI Center for Leadership & Ethics           | 2014-present      | 221 Marshall Hall, Lexington, VA       | Capt. Catherine M. Roy: 540-464-7052 |
| ACG Botkin & Son Virginia Seamless Guttering | 2015 - present    | New Hope, VA                           | Chris Botkin: 540-248-1967           |
| JMU, University Events                       | 2017 - 2019       | 1017 Harrison Street, Harrisonburg, VA | Ramona Drury Messenger: 540-568-1789 |
| JMU Professional & Continuing Education      | 2018 - present    | W. Bruce St., Harrisonburg, VA         | Carol Fleming: 540-568-8987          |

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

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

YES  NO

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

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## ATTACHMENT B

**SWaM certification pending. Decision no later than July 24, 2020**

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

**Offeror Name:** Folio Design, Ltd. **Preparer Name:** Marsha L. Vayvada

**Date:** 07/14/2020 **Folio's SWaM certification pending decision no later than 07/24/2020. See page 24.**

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

**At the time of this proposal submission, Folio does not use any SWaM certified subcontractors.**

Procurement Name and Number: \_\_\_\_\_  
 Form Completed: \_\_\_\_\_

Date

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<br>Name and Address | Contact Person and<br>Phone Number | SBSD<br>Certification<br>Number | Services or<br>Materials Provided | Total Subcontractor<br>Contract Amount<br>(to include change<br>orders) | Total Dollars Paid<br>Subcontractor to date<br>(to be submitted with<br>request for payment<br>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 \_\_\_\_\_

SAMPLE

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)



RFP# DMS-1084

Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution.

**RESPONSE:**

Total billed in last 12 months with each VASCUPP Member Institution

|                                   |             |
|-----------------------------------|-------------|
| James Madison University .....    | \$12,853.00 |
| Virginia Military Institute ..... | \$1,420.00  |



**June 16, 2020**

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# DMS-1084**  
Dated: June 2, 2020  
Commodity: 96546 – Graphic Design Services  
RFP Closing On: ~~July 8, 2020 at 2:00 p.m.~~  
July 14, 2020 at 2:00 p.m.

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

1. The closing date and time has been extended to July 14, 2020 at 2:00 p.m.
2. Question: Are you waiving the requirement for hard copies, in leu of COVID-19?  
Answer: No. Firms need to submit proposals as instructions state within the RFP.
3. Question: Are you willing to work with firms located outside of Zone 2? Any distance requirements.  
Answer: JMU is willing to work with firms outside of Zone 2. No distance requirements.
4. Question: What is the length of the contract?  
Answer: From date of award through one year with five renewal options.
5. Question: Do we work within the RFP document or may we start a new document?  
Answer: Firms need to work within the RFP document.
6. Question: Was this bid posted to the nationwide free bid notification website at [www.MyGovWatch.com/free](http://www.MyGovWatch.com/free)?  
Answer: No. The RFP was posted in eVA-VBO and advertised in the Richmond Times Newspaper.
7. Question: How many projects would you estimate for this upcoming year?  
Answer: The number of projects will vary and an estimate cannot be provided.

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

8. Question: Would you require the contractor to be on campus at any time?

Answer: Possibility. This will vary by project.

9. Question: How large is your marketing team?

Answer: Graphic Design Services under this contract will support both the university's communications and marketing office and individual program areas/offices on campus.

10. Question: Once awarded, will you have samples of prior work available to the contractor?

Answer: Contractor will need to work with the office or department requesting the project.

11. Question: Will there be multiple awards given to different agencies based on the various projects? Or, will there be multiple project awards given to one agency?

Answer: The university does not have an estimated number of contracts they anticipate awarding. As stated within the RFP, James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the university. JMU reserves the right to request a quotation from one or more contractors with which the university has a contract.

12. Question: Is there a particular print company JMU usually likes to work with? Will the company be chosen solely by the marketing department?

Answer: James Madison University currently has ten (10) printing services contractors on contract, which include: Branner Printing Company, Carter Printing, McClung Printing, Inc., Mid-Valley Press, B&B Printing, LSC Communication Inc., Winchester Printers, Inc., Good Printers, Worth Higgins & Associates, Inc., and Progress Printing Company. The requesting department will determine the printing contractor.

13. Question: Prezi is a monthly paid tiered application. Is this provided by JMU or will the contractor need to obtain and purchase this?

Answer: The contractor will need to obtain it.

14. Question: Is one platform preferred or used more than the others (Powerpoint, Keynote, Prezi)?

Answer: This will vary by project, but PowerPoint is used most often.

15. Question: Are you referring to infographics? Just want to make sure we are on the same page as far as terminology.

Answer: This may be any artwork (Illustrator or Photoshop files) needed for a website.

16. Question: Is this in error? It seems to contrast what is written in line 5L.

Answer: The designer may only provide video if this is approved by University Communications and Marketing.

17. Question: Would animation be included in line 5L or would this be within the means of the graphic designer?

Answer: Animation would be within the means of the graphic designer since UCM does not offer this service.

18. Question: Due to times that we are in, can contractors submit electronic versions of the proposal bids (RFP response) and sampled work?

Answer: Firms need to submit proposals as instructions state within the RFP.

19. Question: What are the fee ranges for the projects you are expecting to come out of the RFP? Are you anticipating mostly larger projects or smaller projects?

Answer: The number of projects will vary and an estimate on cost and project size cannot be provided.

20. Question: Is there a potential to work on any environmental graphic design (i.e. donor walls, stairwell graphics, etc.) or signage and wayfinding projects through this contract? If not, is there a separate contract for those services?

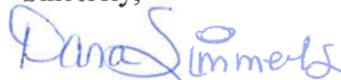
Answer: Donor walls and stairwell graphics are a possibility as projects will vary. JMU currently has signage contracts for wayfinding signage.

21. Question: Due to COVID restrictions, can we submit the proposal electronically?

Answer: No. Firms need to submit proposals as instructions state within the RFP.

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

Sincerely,



Dana Simmers

Buyer Senior

Phone: (540-568-5113)



# Request for Proposal

## **RFP# DMS-1084**

**Graphic Design Services**

**06/02/2020**



**REQUEST FOR PROPOSAL**  
**RFP# DMS-1084**

**Issue Date:** 06/02/2020

**Title:** Graphic Design 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 July 8, 2020 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: Dana Simmers, Buyer Senior, Procurement Services, [simmerdm@jmu.edu](mailto:simmerdm@jmu.edu) 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

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

|                           |                           |
|---------------------------|---------------------------|
| Name and Address of Firm: | By:                       |
| _____                     | _____                     |
| _____                     | <i>(signature in ink)</i> |
| _____                     | Name:                     |
| _____                     | _____                     |
|                           | <i>(please print)</i>     |
| 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 # DMS-1084*

## ***TABLE OF CONTENTS***

|       |  |      |       |
|-------|--|------|-------|
| I.    | PURPOSE _____  | Page | 1     |
| II.   | BACKGROUND _____                                     | Page | 1     |
| III.  | SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION _____ | Page | 1     |
| IV.   | STATEMENT OF NEEDS _____                             | Page | 1-4   |
| V.    | PROPOSAL PREPARATION AND SUBMISSION _____            | Page | 4-7   |
| VI.   | EVALUATION AND AWARD CRITERIA _____                  | Page | 7     |
| VII.  | GENERAL TERMS AND CONDITIONS _____                   | Page | 7-13  |
| VIII. | SPECIAL TERMS AND CONDITIONS _____                   | Page | 13-18 |
| IX.   | METHOD OF PAYMENT _____                              | Page | 18    |
| X.    | PRICING SCHEDULE _____                               | Page | 18-19 |
| XI.   | ATTACHMENTS _____                                    | Page | 19    |
|       | A. Offeror Data Sheet                                |      |       |
|       | B. SWaM Utilization Plan                             |      |       |
|       | C. Sample of Standard Contract                       |      |       |
|       | D. Zone Map  |      |       |

## 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 graphic design services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for (5) five additional one-year periods.

## II. BACKGROUND

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

James Madison University utilizes graphic design services for print communications, Web pages, multimedia, presentations and other electronic formats, displays and other purposes, on an as-needed basis. Services may also include editorial services and photography, which has special needs that are addressed in this document.

## 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

***OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING – Please provide your response to items A – D below by adding/inserting as many lines as necessary.***

### A. General

1. James Madison University seeks established graphic designers to provide the highest quality of graphic design services for a variety of needs. James Madison University intends to award multiple contracts and therefore no guarantees are given for the quantity of work your firm may or may not receive from a possible resulting contract. Contract award(s) will be made to the most qualified graphic designers who can produce and deliver appropriate graphic communications that meet the needs and requirements of the university. Contractor(s) shall furnish all necessary labor, resources, equipment and materials as may be required to fulfill James Madison University's needs in the areas listed herein. Contractor may also be required to continue project management through production and delivery of final product.
2. James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the university. James Madison University reserves the right to request a quotation from one or more contractors with which the university has a contract. Upon approval of the quotation received by the university, an Agency Purchase Order will be issued as authority to

proceed with the work. NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED. Contractor shall not perform work which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the university.

3. All artwork, graphics, photographs, production and manufacturing materials as well as original files (Adobe Creative Suite) and associated attachments created under this contract shall become the property of James Madison University. Any furnished materials shall remain the property of JMU. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
  4. All intellectual material created by Contractor for JMU under this contract, including but not limited to slogans, campaign themes, advertising and research, will become the property of James Madison University and will be provided to JMU in the form requested on or before the submission of an invoice for payment.
  5. Specific requirements for graphic design services shall include, but not be limited to the following:
    - a. Creative direction that aligns with JMU visual and content branding;
    - b. Marketing consultation;
    - c. Design and production for a variety of communications formats;
    - d. Press checks and other quality control measures as needed;
    - e. Preparation of templates and content for presentations (PowerPoint, Prezi and Keynote-based slides);
    - f. Preparation of advertisements for print or digital media;
    - g. Graphics for Web pages (Cascade), not Web page design and production;
    - h. Multimedia (which may include animation and video);
    - i. Overall coordination of the consistency and quality of materials;
    - j. Project management;
    - k. Editorial services, which shall adhere to brand standards referenced in section IV – D (1), Page 3 of this RFP. *(For any project requiring an editorial component, JMU reserves the right on a case-by-case basis to, in whole or in part, provide these services; identify and/or contract independently with an outside editorial service provider to work with the graphic designer; allow the graphic designer to subcontract for outside services only with JMU approval; and/or review and approve the editorial work of on-campus and outside editorial service providers of any project undertaken by the graphic designer);*
    - l. Photography and/or Videography *(For any project requiring photography and/or videography, JMU reserves the right on a case-by-case basis to, in whole or in part, provide these services, identify and/or contract independently with an outside photographer/videographer to work with the graphic designer, allow the graphic designer to subcontract for outside photographers/videographers only with JMU approval, and/or review and approve the photography/video of on-campus and outside editorial service providers of any project undertaken by the graphic designer)*
- B. Specify at least three (3) clients, preferably from a higher education institution, for similar projects in the above-mentioned functional areas. Include the date(s) and services furnished. Provide client name, address, contact name, phone number, and email address for each project specified that JMU may contact.

- C. Include a minimum of three (3) creative, published work samples which have been produced within the last two (2) years, preferably with one (1) of the three (3) from a higher education institution. The university will not return the provided samples. Submit both conventional print samples and any links to online work.
1. Explain in detail the work on these projects and list the technology used to create the printed sample.
  2. Provide pricing lists for these three (3) creative, published works.
- D. Provide a detailed response to each of the following:
1. Provide a brief history of your firm and describe your experience in providing the services outlined in the statement of needs of this solicitation.
  2. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU.
  3. Describe firm's ability to follow James Madison University's brand standards (as described in the Brand Guide at <https://www.jmu.edu/identity>) to develop and design promotional and informational materials, advertisements, brochures, direct mail pieces, informational booklets, videos, Web pages, etc. that will send the appropriate message to targeted markets. The Contractor(s) shall be required to keep up-to-date of any changes to JMU's brand standards.
  4. Describe firm's ability to meet with a university representative face-to-face or virtually (using a mutually agreed upon technology) within 24-48 hours of request, and at no additional cost to the university.
  5. Describe firm's ability to respond within 24 hours of project notification and within two calendar days to meet face-to-face or virtually with the project manager to carefully examine the proposed work and acquire a full understanding of the nature and scope of the project to be accomplished. JMU will provide drawings or sketches/specifications to the contractor indicating the requirements of the project.
  6. It is the expectation that the contractor will notify University Communications and Marketing at the initial launch of a project by emailing a proposal stating the scope of the project with cost estimate for review and approval to Carolyn Windmiller at [windmicm@jmu.edu](mailto:windmicm@jmu.edu). Describe how your firm will make notification and ensure that this requirement is met.
  7. Describe ability to respond within three (3) calendar days after meeting with the project manager and deliver to the project manager, a written estimate of the cost to complete the project.
  8. The Project Manager will review the contractor's estimate and if the estimate is acceptable, submit a purchase order to JMU Procurement for price verification. The estimate should be based upon the total cost per project. In addition, the written estimate should include an actual date for starting work expressed as the number of days after the receipt of the Agency Purchase Order (DO) and the estimated time required to complete the work as scoped. The starting and completion dates shall be agreed upon between the university and the contractor and shall be reflected in the Agency Purchase Order (DO), which shall serve as the university's authorization to preform work. Purchase Orders for work under this contract will be issued at JMU's discretion. The university shall not be required to sign additional agreements for work performed under this contract.

9. Describe any new or innovative technologies that your firm is able to offer.
10. Describe your firm's process for correcting errors *after* delivery of the final project. Specify the timeline for providing JMU with corrected materials.
11. JMU reserves the right to review and approve all printing estimates. Describe firm's ability to utilize the university's approved printing vendors listed on our public [Contract Gateway](#) or [Madison Print Services](#) (JMU's copy center). Include process for acquiring and submitting all printing estimates to the university for review and final approval. In addition to JMU's contracted vendors, specify other printing vendors your firm may utilize.
12. Describe firm's ability to provide one (1) or more samples of all completed projects performed for James Madison University to Carolyn Windmiller within five (5) business days at the contact information provided below.
13. For online design work, a link to a website shall be emailed. For print design work, printed samples shall be mailed.

Carolyn Windmiller  
Art Director, University Brand  
University Communications and Marketing  
James Madison University  
Ice House, 4th Floor, MSC 3608  
Harrisonburg, Virginia 22807  
540-568-3913 | [windmicm@jmu.edu](mailto:windmicm@jmu.edu)

14. Provide your firm's payment policy (i.e. Net 30, % at time of order, interim for projects spread over multiple months).
15. Specify any associated charge card processing fee, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees.
16. Provide any other information regarding services that your firm would like for us to consider or that is unique to your firm.

## 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 six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

- b. **One (1) digital copy in Microsoft Word or searchable PDF document** (*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 addendum 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’ 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  | 35            |
| 2. Qualifications and experience of Offeror in providing the goods/services – <i>(i.e. experience &amp; qualifications of key employees that will be involved with this contract, experience in working with similar institutions)</i> | 25            |
| 3. Specific plans or methodology to be used to perform the services – <i>(i.e. Ordering process, invoicing process, response time to orders &amp; service, customer service/problem resolution)</i>                                    | 15            |
| 4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses   | 10            |
| 5. Cost  | <u>15</u>     |
|  | 100           |

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

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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 condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2,

Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, 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 e-procurement 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. 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.

- B. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which the Commonwealth deems desirable.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

H. 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.

I. 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.

J. 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.

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of five (5) 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.
- P. 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.

Q. 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.**

R. 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.

- S. **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 540-568-7935.

**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 resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Contractor shall provide a breakdown of the hourly billing rates for all staff employees and proposed subcontractors on the following (but not limited to) areas of graphic services:

| Description  | Rate/hour |
|--|-----------|
| Creative direction that aligns with JMU visual and content branding                                  |           |
| Marketing consultation   |           |
| Design and production for a variety of communications formats  |           |
| Press checks and other quality control measures as needed  |           |
| Preparation of templates and content for presentations (PowerPoint, Prezi, and Keynote-based slides) |           |
| Preparation of advertisements for print or electronic media  |           |

|  |  |
|--|--|
| Graphics for Web pages (Cascade), not Web page design and production |  |
| Multimedia (which may include animation and video)                   |  |
| Project management of the consistency and quality of all materials   |  |
| Project management   |  |
| Editorial services   |  |
| Photography  |  |
| Videography  |  |
| Art direction for photography shoots and image selection             |  |
| Travel costs   |  |
| Any additional expenses to provide the services requested            |  |
|  |  |
|  |  |
|  |  |
|  |  |

**XI. ATTACHMENTS**

- Attachment A: Offeror Data Sheet
- Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan
- Attachment C: Standard Contract Sample
- Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

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

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

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

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

YES  NO

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

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## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT B (CNT'D)

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

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

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