



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5935

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

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

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

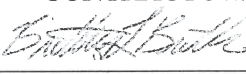
PERIOD OF PERFORMANCE: From May 21, 2021 through May 20, 2022 with five (5) one-year renewal options.

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)

Brittney L. Butler

(Printed Name)

Title: Owner

PURCHASING AGENCY:

By: 
(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 the following:
 - Creative Direction - \$120/hour
 - Marketing Consultation - \$120/hour
 - Design and Production - \$100/hour
 - Press Checks and other quality control measures - \$100/hour
 - Preparation of templates and content for presentations - \$75/hour
 - Preparation of advertisement for print or electronic media - \$75/hour
 - Graphics for Web pages - \$120/hour
 - Multimedia - \$150/hour (including animation and video)
 - Project Management of the consistency and quality of all material – \$100/hour
 - Project Management - \$120/hour
 - Editorial Services - \$120/hour
 - Photography - \$225/hour
 - Videography - \$225/hour
 - Art direction for photography shoots and image selection - \$120/hour
 - Environmental Graphic Design Services - \$100/hour
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 services.
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. 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.
9. Contractor hereby rescinds the following payment terms from original proposal:
 - a. Monthly billing, the first of each month for all work done in the previous month.

2/22/2021

- b. Unpaid invoices past 90 days will acquire a 2% late fee per month.
- 10. 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.
- 11. 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.
 - b. Department requesting services.
12. 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, authorizing the work to be performed.
 - b. A university purchase order for each project based upon the quote provided by the Contractor.
13. Contractor shall provide, at no cost to the university, project layout proofs for approval to University Communications and Marketing, Carolyn Windmiller windmicm@jmu.edu within ten (10) business days prior to final production.
14. Contractor shall provide, at no cost to the university, one (1) or more samples for each project to 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, 4th 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.

- 15. Contractor shall be responsible for any expenses incurred caused by the contractor not receiving approval from University Communications and Marketing.

2/22/2021

16. 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>.
17. Contractor shall receive written approval prior to press checks from JMU Communications and Marketing, Carolyn Windmiller windmicm@jmu.edu.
18. Contractor shall receive written confirmation from the university prior to utilizing a subcontractor.
19. Contractor shall revise invoices to compensate the university for lost time, delayed due dates, etc. in the event of Contractor's error within twenty-four (24) hours of error or delay. Contractor shall take necessary actions to reconcile issues by providing a new print order, and/or making necessary edits.
20. Shipping costs, postage, and supplies, if applicable, will be charged to the university without markup and shall be included in the estimate provided to the university.
21. Contractor shall not invoice the university charge card processing fees.
22. 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 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>.
23. Contractor has disclosed all potential fees. Additional charges will not be accepted.



1766 Scottsville Road
Charlottesville, VA 22902

434.409.1363
iconograph.com

James Madison University

Graphic Design Services

Request for Proposal RFP#DMS-1084

Submitted July 14, 2020

By Iconograph, LLC



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Section 1

Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.



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 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:

Iconograph, LLC

1766 Scottsville Road

Charlottesville, VA 22902

Date: July 14, 2020

Web Address: www.iconograph.com

Email: brittney@iconograph.com

By:


(signature in ink)

Name: Brittney Butler

(please print)

Title: Owner

Phone: 804.874.2484

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.

Section 2

Plan and methodology for providing the goods/services as described in Section IV.
Statement of Needs of this Request for Proposal.



Project completed by the Creative Director while at another firm.

I. 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.

Noted and understood.

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.

Noted and understood. This is typical to how we operate with all clients.

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.

Noted and understood.

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.

Noted and understood.

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)*

Noted and understood.

- 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.

James Madison University
JMU Jennings Hall Exhibit & Wayfinding Design, Spring 2019-Fall 2019
Kevin Meaney, Director of Residence Life
meaneykm@jmu.edu
540.568.4663
MSC 2401, 200 Huffman Hall
Harrisonburg, VA 22807

James Madison University
JMU Madison Hall Admissions Graphics & Wayfinding Design, Summer 2017-Spring 2018
Shenandoah Regional Airport Graphic Design, Fall 2019-Present
Chris Meyers, Director of Recruitment Marketing
meyersct@jmu.edu
410.596.2894
MSC 3608, 127 W Bruce Street
Harrisonburg, VA 22807

University of Virginia
Residential Graphics & Wayfinding Design (18 Buildings), Fall 2016-Present
Kristen Gleason, Assistant Director for Marketing & Communications Housing & Res Life
kristen.gleason@virginia.edu
434.924.1283
425 Tree House Drive
Charlottesville, VA 22904

Old Dominion University
Residential Signage & Graphics Brand Guidelines, Summer 2018-Winter 2020
Owens House Exhibit & Graphics Design, Summer 2018-Present
Taryn Boone, Director of Administrative Services Division of Student Engagement & Enrollment
tboone@odu.edu
757.683.4283
4603 Elkhorn Avenue, Suite 1208
Norfolk, VA 23529

- 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.

1. James Madison University Madison Hall Architectural Graphics: This project was in collaboration with JMU's Recruitment Marketing Department. Iconograph took direction from JMU's team and created a series of concept designs for graphics and wayfinding throughout Madison Hall to enhance the visitor experience. JMU's team provided content and a photography library based on Iconograph's conceptual mock-ups and word counts. Iconograph provided a series of mock-ups with different photography selections for final review and approval by JMU's team. Iconograph then worked with a fabricator to specify all materials, provide production ready artwork, review shop drawings, review samples, and aid in project management throughout the print process. All design was created in Adobe Creative Suite using Photoshop, Illustrator, and InDesign. Mock-ups of dimensional space were created in Sketchup. This project is highlighted in the Relevant Experience Section 3 of this RFP response.

2. James Madison University Shenandoah Regional Airport Graphic Design: This project was in collaboration with JMU's Recruitment Marketing Department. Iconograph took direction from JMU's team on the overall goal of the project. Through open collaboration a series of locations were selected for final design execution. Through emailed PDF presentations, virtual meetings, and content and feedback management through Basecamp the project continued as a collaborative design effort between JMU and Iconograph from start to finish. Once the design was approved Iconograph then worked with a fabricator to specify all materials, provide production ready artwork, and review shop drawings. The project is currently in fabrication with an install date set for this summer. All design was created in Adobe Creative Suite using Photoshop, Illustrator, and InDesign. This project is highlighted in the Relevant Experience Section 3 of this RFP response.

3. James Madison University Paul Jennings Hall Exhibit and Wayfinding: This project was in collaboration with JMU's VP of Student Affairs, Department of Residence Life, James Madison's Montpelier, and VMDO Architects. Iconograph was brought on as a consultant to Paul Jennings Hall architects, VMDO, to work with the collaborative team on an exhibit and wayfinding. Iconograph worked with the team to shape the story, refine the content, source the images, program the locations, and fully execute the design of all graphics, exhibits, and wayfinding in Paul Jennings Hall. Once JMU provided final approval on the content and design, Iconograph then worked with a fabricator to specify all materials, provide production ready artwork, review shop drawings, review samples, and aid in project management throughout the print process. All design was created in Adobe Creative Suite using Photoshop, Illustrator, and InDesign. Mock-ups of dimensional space were created in Sketchup. This project is highlighted in the Relevant Experience Section 3 of this RFP response. https://www.breezejmu.org/news/jennings-hall-begins-open-community-hours-honoring-namesake/article_99e76a20-4874-11ea-9d66-5fd6f3525870.html

4. Center of Developing Entrepreneurs (CODE) Branding, Design Guidelines, and Website Design. Iconograph worked with CSH Development in Charlottesville to create the Logo, Brand Design Guidelines, and Website Design for the CODE building. The CODE building is a new construction building at the heart of Charlottesville's downtown mall with the ambition to support the community and technology start-ups through its multi-floor coworking and tenant spaces. Iconograph worked directly with CSH Development and the building owner throughout the design process. Once design was approved, Iconograph worked with a coding consultant to execute the back-end development of the website. Iconograph continues to make updates to the website on an hourly basis. All design was created in Adobe Creative Suite using Photoshop, Illustrator, and InDesign. Website mock-ups were created in InVision. <https://codebuilding.com>

5. American Institute of Architects and Learning by Design Dialogues 3: This project was in collaboration with the American Institute of Architects Committee on Architecture for Education and Learning by Design to create a magazine article layout. Iconograph worked with researchers and editors to receive content and imagery and format everything within a finite number of pages for both print and digital distribution under a limited budget and aggressive schedule. All graphics were created in Adobe Creative Suite InDesign and Illustrator. [Pubs.royle.com/publication/?m=31173&i=621535&p=16](https://pubs.royle.com/publication/?m=31173&i=621535&p=16)

2. Provide pricing lists for these three (3) creative, published works.

1. \$14,675
2. \$3,000
3. \$14,760
4. \$14,450
5. \$1,200

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.

Iconograph is a graphic communication, branding, and environmental graphic design (EGD) firm located in Charlottesville, Virginia. Iconograph is a Small and Woman-

Owned Certified SWaM firm founded in 2016 by Brittney Butler, an alumna of James Madison University's School of Art, Design and Art History. At Iconograph, we help clients communicate their brand and story through a thoughtful and innovative creative design process. Our primary focus is on educational clients because, like James Madison University, we offer a deep commitment to a vision of success through service and collaboration as we support the development of our future generations.

Iconograph offers a unique range of services through our background in marketing, branding, and architectural graphics. Founder Brittney Butler's initial career background was in marketing graphics and branding. As her career evolved, she developed a passion in connecting people to place. Through her design background and understanding of space she became an expert in not only print graphics, but architectural graphics. Art Director Matt Thomas previously founded and was the Creative Director for an award-winning print and web branding agency for seven years before joining Iconograph in 2019. Together, Brittney and Matt have the expertise to work collaboratively with JMU to execute a variety of graphic design services for print, web, presentation, and digital release as well as offer a unique skillset in executing JMU's brand through architectural graphics within the built environment.

Both Brittney and Matt, Iconograph's proposed leadership team, are graduates of James Madison University's School of Art, Design and Art History with an emphasis on Graphic Design. Iconograph's team has worked on three design projects with JMU over the past three years and is familiar with the university's brand guidelines, aesthetic, and voice.

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.

Brittney Butler

Project Manager & Creative Director

brittney@iconograph.com

Brittney Butler will serve as the Project Manager and Creative Director throughout the lifetime of this term contract. Brittney, a JMU Fine Arts alumni, brings with her over a decade of experience in the graphic communication industry. She has had a diverse creative career in advertising, marketing, and environmental graphic design. Brittney is the Project Manager for all of Iconograph's higher education clients.

Matt Thomas

Art Director & Lead Designer

matt@iconograph.com

Matt Thomas will serve as the Art Director and Lead Designer throughout the lifetime of this term contract. Matt, a JMU Fine Arts alumni, brings with him almost two decades of experience in the graphic communication industry. Matt previously founded and ran an award-winning branding and web design firm before joining Iconograph in the Summer of 2019.

Cody Simmons
Project Designer
cody@iconograph.com

Cody Simmons will serve as a Project Designer throughout the lifetime of this term contract. Cody provides a technical perspective to design details with a focus on branding, color theory, hierarchy, and typography. Cody uses a thoughtful yet technical approach to providing each client and project with a unique and streamlined deliverable.

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.

Iconograph's team has a long history of working with universities and their brand standards. With an original foundation in branding, Iconograph's designers have a deep understanding and appreciation for following Brand Guidelines and using and adapting the Brand Toolkits to further develop the brand across a multi-media of graphic communication deliverables. We understand the importance of brand consistency through the use of fonts, colors, and graphic assets. For each university client we set up Toolkit Libraries for fonts, colors, and graphic assets to be used across the Adobe Creative Suite. If JMU has any changes to their brand standards we can quickly and deliberately update our Toolkit Libraries that will be deployed across all Adobe Creative Suite platforms.

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.

Iconograph's team is used to working within a fast-paced and deadline-driven industry. Our clients are our number one priority and we can guarantee that either Brittney Butler, Project Manager, or Matt Thomas, Art Director, can accommodate a face-to-face or virtual meeting within 24-28 hours of a request. Iconograph's office and team are located just 60 miles away from James Madison University and therefore is just a quick one-hour driver for any team member.

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.

Iconograph's team is used to working within a fast-paced and deadline-driven industry. Our clients are our number one priority and we can guarantee that either Brittney Butler, Project Manager, or Matt Thomas, Art Director, can accommodate a face-to-face or virtual meeting within 24-28 hours of a request. Iconograph's office and team are located just 60 miles away from James Madison University and therefore is just a quick one-hour driver for any team member. Our team strives for

clear collaboration and communication and will create a “Creative Brief” at the start of each new project. This Creative Brief becomes the guiding road map to the project and clearly outlines the project goals, needs, timeline, and important details in order to keep the entire JMU and Iconograph team aligned for the project vision.

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.

This is the manner in which all Iconograph projects are launched. Once Iconograph understands the scope, goals, and schedule of each new project we will provide Carolyn Windmiller a PDF proposal outlining the cost estimate to complete the agreed upon scope of work via email. Only once we receive an Agency Purchase Order for the approve scope of work from Carolyn Windmiller will we begin billable work on that project.

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.

Iconograph’s team is used to working within a fast-paced and deadline-driven industry. Both proposed team leaders, Brittney and Matt, are able to meet with JMU’s Project Manager and turn around a written estimate of the cost to complete the proposed project within three calendar days after meeting with JMU. Iconograph has the expertise and experience in graphic communication and branding and is able to quickly understand the proposed team’s hours to turn around a cost proposal quickly and efficiently. If for any unforeseen reason the prime Project Manager, Brittney, is unavailable then Matt, the Art Director, will be available to step in and assure a timely and professional response to JMU to meet the requested schedule as they both share leadership and estimating roles within the studio.

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.

This is the manner in which all Iconograph projects are launched. Once Iconograph understands the scope, goals, and schedule of each new project we will provide a PDF proposal outlining the cost estimate to complete the agreed upon scope of work and schedule via email. Only once we receive an Agency Purchase Order for the approve scope of work will we begin billable work on that project.

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

Along with print, web, and digital graphic design, Iconograph also offers a unique expertise in signage, wayfinding, and architectural graphics. In order to continue to engage visitors with JMU's brand after they arrive to campus it is important to connect those visitors to your campus through branded environments. Iconograph has the expertise to cohesively and holistically carry JMU's brand and messaging throughout the built environment and enhance the on-campus experience for prospective students, parents, alumni, faculty, and current students. Iconograph uses Adobe Creative Suite and 3D modeling programs such as Sketchup and Revit to fully design and visualize graphics through the built environment.

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

Although Iconograph's team always strives for perfection upon delivery, we understand that errors can occur. The proposed Project Manager, Brittney, has over a decade of experience managing graphic communication projects. She is knowledgeable and steadfast in identifying an error, critically evaluating a range of solutions, and providing those solutions with a list of pros and cons associated with each solution to the client for deliberation. Depending on the scope of the project, once an error is identified Iconograph's team will have a range of solutions with associated outcomes within 24-72 hours depending on the extent that the solutions may involve additional consultants or printers to collaborate with.

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.

Iconograph is familiar with working with institutional clients and the need for multiple vendor estimates aligning with procurement requirements and regulations. Iconograph is able to quickly and efficiently deploy estimate requests to three or more vendors of JMU's preference, answer all questions, and submit to JMU all formal bids, a bid comparison sheet, as well as our recommendation for selecting a vendor. Iconograph is familiar with and has worked with Worth Higgins & Associates and Acorn Sign Graphics from the Contract Gateway. Iconograph also has trusted working relationships with T&N Printing, Bailey Printing, and Gropen, Inc. in Charlottesville, Virginia if JMU wishes to receive estimates from outside of their preferred vendors.

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.

For all past architectural graphic work, Iconograph can provide photography or PDF presentations of all designs within five business days at the request of Carolyn Windmiller. For all print, web, or digital graphic communication projects, Iconograph can provide either hard copy samples, web address links, or PDF presentations of all designs within five business days at the request of Carolyn Windmiller.

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

Noted and understood.

14. Provide your firm's payment policy (i.e. Net 30, % at time of order, interim for projects spread over multiple months).

Our payment policy is net 45 days. We bill monthly, the first of each month, for all work done in the previous month. No upfront deposit is required. Any unpaid invoices past 90 days will acquire a 2% late fee per month.

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.

If JMU chooses to pay via credit card there will be a 5% processing fee added to each transaction.

16. Provide any other information regarding services that your firm would like for us to consider or that is unique to your firm.

Iconograph offers a unique skillset in branded environments including signage, wayfinding, and architectural graphics. In order to continue to engage visitors with JMU's brand after they arrive to campus it is important to connect those visitors to your campus through branded environments. Iconograph has the expertise to cohesively and holistically carry JMU's brand and messaging throughout the built environment and enhance the on-campus experience for prospective students, parents, alumni, faculty, and current students. Iconograph uses Adobe Creative Suite and 3D modeling programs such as Sketchup and Revit to fully design and visualize graphics through the built environment.

Section 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.



Project completed by lead designer while at another firm.



1766 Scottsville Road
Charlottesville, VA 22902
434.409.1363
iconograph.com

July 14, 2020

This Graphic Design Term Contract provides James Madison University a unique opportunity to partner and collaborate with creative and innovative design studios. Iconograph is a small and woman-owned DSBDB certified firm lead by two alumni of JMU's School of Art, Design, and Art History. Iconograph not only offers print, web, and digital graphic design expertise but also provides a specialized background in the design of architectural graphics—expanding branding capabilities into the built environment to enhance the visitor experience around campus. What makes Iconograph stand apart from the other firms?

Small Firm, Big Impact

As a small SWaM certified studio, we are selective in finding clients that align with our strengths and passions. We support the notion that less is more—allowing us to focus on a deep commitment to our clients and projects through thorough project management. Our goal is to form long-lasting client relationships providing an impactful influence on campus user experience.

Location & Affiliation

Iconograph is located Charlottesville, Virginia—just 60 miles, or a one hour drive, from James Madison University. Our team has comprehensive understanding of JMU's brand and vision with the entire leadership team having graduated from JMU's School of Art, Design and Art History.

Specific Experience

Our team works specifically with institutional clients, K-12 through higher education, on visual communication throughout the built environment so that we can improve the human condition of our future generations through purposeful experiences. We have successfully executed three architectural graphic projects using the university Brand Guidelines throughout JMU's campus in the past few years.

Hands-on Collaborative Process

Our long-standing expertise with institutional clients has created a comprehensive, collaborative and efficient approach to our project design process. Our lean, yet talented team will play a continuous role in the design and delivery of your project, without costly overlaps in staffing or scheduling. From initiation to completion—we will commit ourselves to you.

Innovative Expertise

Throughout this RFP JMU has asked for evidence of creative innovation from offerers—Iconograph is able to provide a unique specialty in the design of architectural graphics that aligns with the current trends in expanding university branding into the built environment.

We appreciate the opportunity to provide our qualifications and hope to support James Madison University's branded design work.

Sincerely,

Brittney Butler, LEED AP BD&C
Founder, Owner, Creative Director

Firm Overview

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.



Iconograph, LLC is a graphic communication, branding, and environmental graphic design (EGD) firm located in Charlottesville, Virginia. Iconograph is a small and woman-owned design firm founded in 2016. We help clients communicate their brand and story through a thoughtful and innovative creative design process. We handle projects of any scale and across a multi-media of platforms. Our primary focus is on educational clients because like James Madison University, we offer a deep commitment to a vision of success through service and collaboration along with supporting the development of our future generations. Iconograph pursues this commitment for our clients by conveying stories and brand identity through graphic communication meant to evoke emotion, inspire, educate and motivate users.

Iconograph offers a unique range of services through our background in marketing, branding, and architectural graphics. We are a full-service design firm with the ability to bring James Madison University's visions to life in an innovative way through a range of design services starting at programming, conceptual design, design development, final production ready artwork, through project management and administration services as

needed for quality control. Each client and project are unique in their needs and vision. At Iconograph we strive to treat each new project as a design opportunity with a unique solution that best fits our client's needs.

As a small design firm, Iconograph's core services are graphic design, project management, and print management. We may not offer all of the services in-house to meet the needs of the university to execute a complex advertising campaign, but we have a range of multi-media consultants that we collaborate with on a per project basis in order to meet those needs. We are committed to collaborating with your recommended SWaM certified or other recommended consultants in order to provide the best final product for the university.

In addition to graphic print design services, Iconograph offers a unique specialty in architectural graphics and environmental graphic design (EGD). EGD is the intersection of communication design and the built environment through an interdisciplinary design process to convey stories, activate spaces, navigate visitors, educate learners, and engage users with their surroundings.

Expertise

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.



Iconograph brings with it years of experience and accomplishments within the graphic communication industry. Founder Brittney Butler has over 10 years of experience in planning, designing, and overseeing implementation of visual communication projects strictly focused on institutional clients.

Combined, Iconograph's designers have worked consistently on over 10 university campuses throughout the region with an expertise in understanding the brand needs and trends of higher education institutions.

Iconograph's core services are graphic design, project management, and print management. Iconograph's staff is proficient in Adobe's Creative Suite programs, especially InDesign, Illustrator, and Photoshop.

Our team has the expertise and talent to bring JMU's brand vision to life from early conceptual design through production ready artwork and print management.

We provide an expertise in a range of design services:

- Graphic Design for Print
- Graphic Design for Web
- Graphic Design for Digital Assets
- Brand Development & Design Guidelines
- Print Production Files & Management
- Branding for Buildings & Spaces
- Needs Assessment for Signage & Graphics
- Exterior Signage
- Wayfinding Design
- Interpretive & Educational Signage
- Large Scale Building Graphics
- Exhibit Design
- Donor Recognition
- ADA/Code Signage

Qualifications

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.



Iconograph has provided Environmental Graphic Design services to Universities for over a decade. Iconograph maintains a focus on institutional and community based clients and specializes in a comprehensive collaborative process engaging the university and when applicable photographers, programmers, copy-editors, illustrators, architects, interior designers, landscape architects, and other design disciplines.

Iconograph has a long history of working with universities and their brand standards. With an original foundation in branding, Iconograph's designers have a deep understanding and appreciation for following Brand Guidelines and using and adapting a Brand Toolkit to further develop the brand into the media of Graphic Design and Environmental Graphics in order to carry your updated mission and aesthetic throughout the campus. We understand the importance of brand consistency through the use of fonts, colors, and graphic assets. Branded communication and placemaking can have a strong impact on how visitors perceive your campus and our goal is to creatively interpret and develop concepts that embody your new brand for those visitors and user groups.

Higher Education Institution Clients

Clemson University
Hollins University
James Madison University
Liberty University
Longwood University
Old Dominion University
Roanoke College
Tulane University
University of Virginia
University of Virginia College at Wise
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech
Virginia Wesleyan University

Relevant Experience

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.

James Madison University

Paul Jennings Hall Exhibit Design



Design Scope: Exhibit Design & Architectural Graphics

Client: James Madison University

Paul Jennings was an enslaved African-American who served the James Madison family at Montpelier, their Virginia estate and in Washington, D.C. JMU wanted to develop a display within the residence hall honoring and teaching the legacy of Paul Jennings for students.

This project was in collaboration with JMU's VP of Student Affairs, Department of Residence Life, James Madison's Montpelier, and VMDO Architects. Iconograph was brought on as a consultant to Paul Jennings Hall architects, VMDO, to work with the collaborative team on an exhibit and wayfinding. Iconograph worked with the team to shape the story, refine the content, source the images, program the locations, and fully execute the design of all graphics, exhibits, and wayfinding in Paul Jennings Hall.



Relevant Experience

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.

James Madison University

Madison Hall Graphics & Wayfinding



Design Scope: Architectural Graphics
Client: James Madison University

This project was in collaboration with JMU's Recruitment Marketing Department. Iconograph took direction from JMU's team and created a series of concept designs for graphics and wayfinding throughout Madison Hall to enhance the visitor experience. JMU's team provided content and a photography library based on Iconograph's conceptual mock-ups and word counts. Iconograph provided a series of mock-ups with different photography selections for final review and approval by JMU's team. Iconograph then worked with a fabricator to specify all materials, provide production ready artwork, review shop drawings, review samples, and aid in project management throughout the print process.



Relevant Experience

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.

James Madison University

Shenandoah Regional Airport Graphics



Design Scope: Architectural Graphics
Client: James Madison University

This project was in collaboration with JMU's Recruitment Marketing Department. Iconograph took direction from JMU's team on the overall goal of the project. Through open collaboration a series of locations were selected for final design execution. Through emailed PDF presentations, virtual meetings, and content and feedback management through Basecamp the project continued as a collaborative design effort between JMU and Iconograph from start to finish. Once the design was approved Iconograph then worked with a fabricator to specify all materials, provide production ready artwork, and review shop drawings. The project is currently in fabrication with an install date set for this summer.

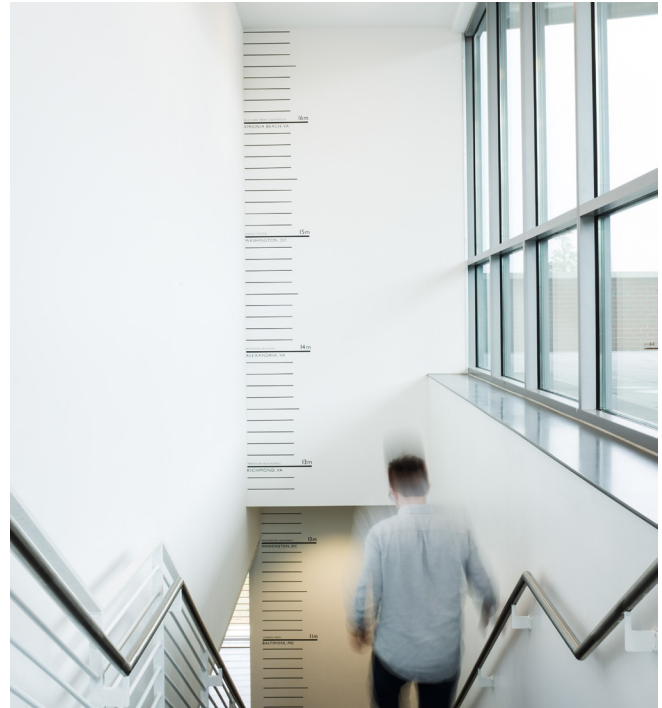


Relevant Experience

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.

Virginia Wesleyan University

Greer Environmental Sciences Center Branded Environment



Design Scope: Signage, Exhibit, Graphics & Wayfinding
Client: Virginia Wesleyan University

Iconograph worked collaboratively with VMDO Architects and Virginia Wesleyan University to create signage, wayfinding and exhibits at the Greer Environmental Sciences Center to support and connect students in powerful ways to their local ecological community. Signage with custom illustrations, content, and icons can be found integrated throughout the building to render the sustainable features of the building as teachable moments. To further connect students to their local environment and resources an exhibit that highlights the impact of the Chesapeake Bay and it's watershed from a coastal, regional, and local scales is located adjacent to the seminar and lecture rooms. Signage extends into the landscape to connect students to plantings that were constructed to support the floodplain location.



Relevant Experience

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.

University of Virginia

Residential Hall Branded Environments



Design Scope: Branded Graphics & Wayfinding

Client: University of Virginia

Iconograph has worked collaboratively with the University of Virginia's (UVA) Housing and Residence Life Department on 19 of their residential buildings to date. Those projects include renovation and addition architectural work that brought in Environmental Graphic Design as a key component to create identities for each housing community, instill a sense of pride for the university through school branding, and conquer wayfinding problems that they previously experienced in each building. Iconograph works closely with UVA to create a new identity for each housing community based on the user groups, architecture, and location on campus.



Relevant Experience

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.

University of Virginia

Research Park Branding

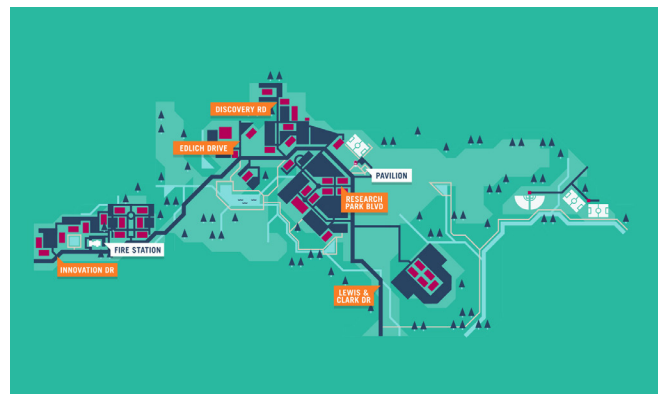
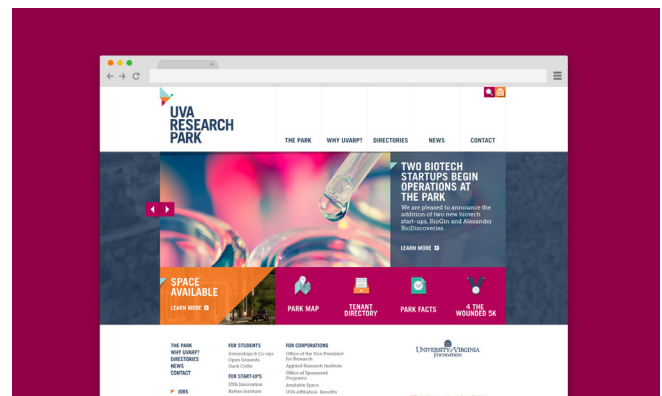


Design Scope: Logo Design, Print Design, Web Design, & Illustration

Client: University of Virginia Research Park

When the UVA Foundation determined their 562 acre research park needed its own brand identity, Matt Thomas was happy to help. The park is home to a wide variety of businesses representing fields such as pharmaceutical, IT, and biotech. The client wanted the new identity to be exciting and attract new tenants to the park. We started by coming up with the tagline, Where innovation takes flight. This reinforced the high-tech innovation happening daily at the park. The multi-color bird logo emerged next, along with a bright and punchy color scheme. We applied the new branding to a new website, marketing brochure, and sales kit.

Completed by lead designer while at another firm.



Resumes

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.

Brittney Butler, LEED AP BD&C

Project Manager & Creative Director



Brittney Butler will serve as the Project Manager and Creative Director throughout the project. Brittney brings with her over a decade of experience in the graphic communication industry. She has had a diverse creative background in advertising, marketing, and environmental graphic design and Project Manages all of Iconograph's higher education projects.

Brittney, as a graduate of JMU's Fine Arts Program, has extensive knowledge of the university brand. She works interactively with clients to understand the mission and goals of each project and then develops and implements concepts to create the most innovative solution to each design challenge. Her experience includes a broad range of project work with designers, architects, and contractors with a focus on educational clients. Her designs are well thought out and consider the project character and goals. She is a proven project manager with specific skills in project programming, message schedule preparation, sign location planning, the production of construction documents, graphic design, and construction administration.

Awards

- Central Virginia American Marketing Association's Excellence in Marketing Awards (EMMAs) 2016:
Best in Experiential Graphic Design, Discovery Elementary School
- Central Virginia American Marketing Association's Excellence in Marketing Awards (EMMAs) 2015:
Best in Experiential Graphic Design, Buckingham Elementary School
- AIGA Grade 8 Greater Richmond Awards 2015:
Best in Environmental Design, Buckingham Elementary School

Education

- James Madison University
Bachelor of Fine Arts in Studio Art, Graphic Design
Minor in Art History

Professional Experience

- Iconograph: 2016–Present
Charlottesville, Virginia
Partner & Creative Director
- VMDO Architects: 2007–2016
Charlottesville, Virginia
Director of Environmental Graphic Design & Branding (2015-2016)
- Payne, Ross and Associates: 2006–2007
Charlottesville, Virginia
Graphic Designer

Professional Affiliations & Licensure

- SEGD, Member since 2012
- SEGD Richmond Chapter, Founding Chair 2016
- AIGA, Member since 2014
- LEED AP BD& C since 2014

Relevant Experience

- Lynchburg City
Stadium Signage, Wayfinding & Exhibit Monuments
- James Madison University
Madison Hall Admissions Graphics & Wayfinding
Paul Jennings Hall Exhibit & Wayfinding
Wayland Hall Graphics
Shenandoah Valley Regional Airport Graphics
- Old Dominion University
Residential College Graphic Signage Brand Guidelines
Owens House Exhibit & Graphics
- Tulane University
Exterior Campus Wayfinding System
- University of Virginia
Malone Hall Graphics & Wayfinding
Gooch Residence Hall Graphics
Dillard Residence Hall Graphics
Baseball Hall of Fame Signage, Graphics & Exhibit Design
- Virginia Commonwealth University
Basketball Development Center Signage & Graphics
Heritage Trail Pharmacy Exhibit
- Virginia Tech
Residential Hall Heraldry
- Virginia Wesleyan College
Greer Center Signage, Wayfinding, Graphics & Exhibit Design

RFP Section IV.D.2

Identify names and contact information for representative(s) who will be assigned to James Madison University's account.

Matt Thomas

Art Director & Lead Designer



Matt Thomas will serve as the Art Director and Lead Designer throughout the project. Matt brings with him almost two decades of branding and graphic design expertise. As a young designer, Matt worked in the D.C. area honing his skills in print, branding, and packaging design. In 2012, he co-founded Convoy, an award-winning branding and web design firm. While at Convoy, Matt focused on graphic design and branding for a wide variety of clients. Matt's love for multimedia graphics and graphic storytelling brought him to the Iconograph team in the summer of 2019.

Matt works closely with the design team to synthesize project goals, creative vision, and client feedback. He has a keen eye for detail and a high standard for design excellence. He enjoys helping solve challenging design problems with creative, client-centered solutions.

Education

- James Madison University
Bachelor of Fine Arts in Studio Art, Graphic Design

Professional Affiliations & Licensure

- SEG, Member since 2019
- AIGA Richmond Board Member 2008-2010
- AIGA, Member since 2002

Professional Experience

- Iconograph: 2019–Present
Charlottesville, Virginia
Studio Director
- Convoy LLC: 2012-2019
Charlottesville, Virginia
Partner & Creative Director
- Matt Thomas Design & Illustration: 2007–2012
Charlottesville, Virginia
Owner & Graphic Designer
- Fathom Creative: 2005–2007
Washington, DC
Graphic Designer
- Bussolati Associates: 2003–2005
Washington, DC
Graphic Designer

Relevant Experience

- Digital Archaeological Archive for Comparative Slavery (DAACS)
Branding & Website Redesigns *
- James Madison University
Paul Jennings Hall Exhibition & Wayfinding
Shenandoah Valley Regional Airport Graphics
- Live Arts Theater
Branding & Marketing of Seasonal Materials *
- Mary Washington University
University Website Redesign *
- Old Dominion University
Residential College Graphic Signage Brand Guidelines
Owens House Exhibit & Graphics
- Thomas Jefferson's Monticello
Capital Campaign Branding & Website *
- Tulane University
Exterior Campus Wayfinding System
- University of Virginia
Contemplative Sciences Center Branding & Website Design *
Darden School of Business Publications & Website *
Curry School of Education Annual Reports & Website *
- Virginia Commonwealth University
Heritage Trail Pharmacy Exhibit
- Virginia Tech
Residential Hall Heraldry

* Projects completed while at another firm

RFP Section IV.D.2

Identify names and contact information for representative(s) who will be assigned to James Madison University's account.

Cody Simmons

Designer



Cody Simmons will serve as your project designer throughout the lifetime of your project. Cody provides a technical perspective to design details with his educational background in graphic design at Old Dominion University.

Cody's keen attention to detail that align with design principles of hierarchy, color theory, and typography allows him to elevate concept design into a fully branded cohesive design system. His expertise shows through his ability to provide creative yet clear and concise styles of graphic communication at all scales. Cody uses a thoughtful technical approach to providing each client and project with a unique and streamlined deliverable. Cody oversees design from start to finish on each project. He helps to establish the initial design direction and through his attention to detail and focused attention he carries projects through each phase of design production with the oversight of his leadership team.

Cody's background in graphic communication and technical layout plays a unique role in his contribution to interpretive and educational design.

Education

- Old Dominion University
Bachelor of Fine Arts in Studio Art, Graphic Design
Minor in Art History

Professional Experience

- Iconograph: 2017 - Present
Charlottesville, Virginia
Designer
- NJI Media / FamousDC: 2015-2017
Washington, D.C.
Designer
- Colley Avenue Copies & Graphics, Inc.: 2013-2105
Norfolk, Virginia
Designer

Relevant Experience

- American Civil War Museum
Exterior and Interior Signage & Wayfinding
- James Madison University
Paul Jennings Hall Exhibit & Wayfinding
- Old Dominion University
Residential College Graphic Signage Brand Guidelines
Owens House Exhibit & Graphics
- Tulane University
Exterior Campus Wayfinding System
Dining Commons Signage & Wayfinding
- University of Virginia
McCormick Road Graphics & Wayfinding
- Virginia Commonwealth University
Heritage Trail Pharmacy Exhibit

Section 4

Offeror Data Sheet, included as Attachment A to this RFP.



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 3 Months 11

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
James Madison University	2 Years	JMU Harrisonburg, VA 22807	Kevin Meaney: 540.568.4663 Chris Meyers: 410.596.2894
University of Virginia	4 Years	425 Tree House Drive Charlottesville, VA 22904	Kristen Gleason: 434.924.1283
VMDO Architects	4 Years	200 E Market St Charlottesville, VA 22902	Wyck Knox: 434.296.5684 Maggie Thacker: 434.296.5684
CSH Development	2 Years	300 Preston Ave, 301 Charlottesville, VA 22902	Thomasin Foshay: 646.221.6333
Old Dominion University	2 Years	4603 Elkhorn Ave, 1208 Norfolk, VA 23529	Taryn Boone: 757.683.4283 Bridget Weikel: 757.683.4283

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

Iconograph, LLC: 1766 Scottsville Road, Charlottesville, VA 22902

Brittney Butler, Founder & Owner: 622 Watson Avenue, Charlottesville, VA 22901

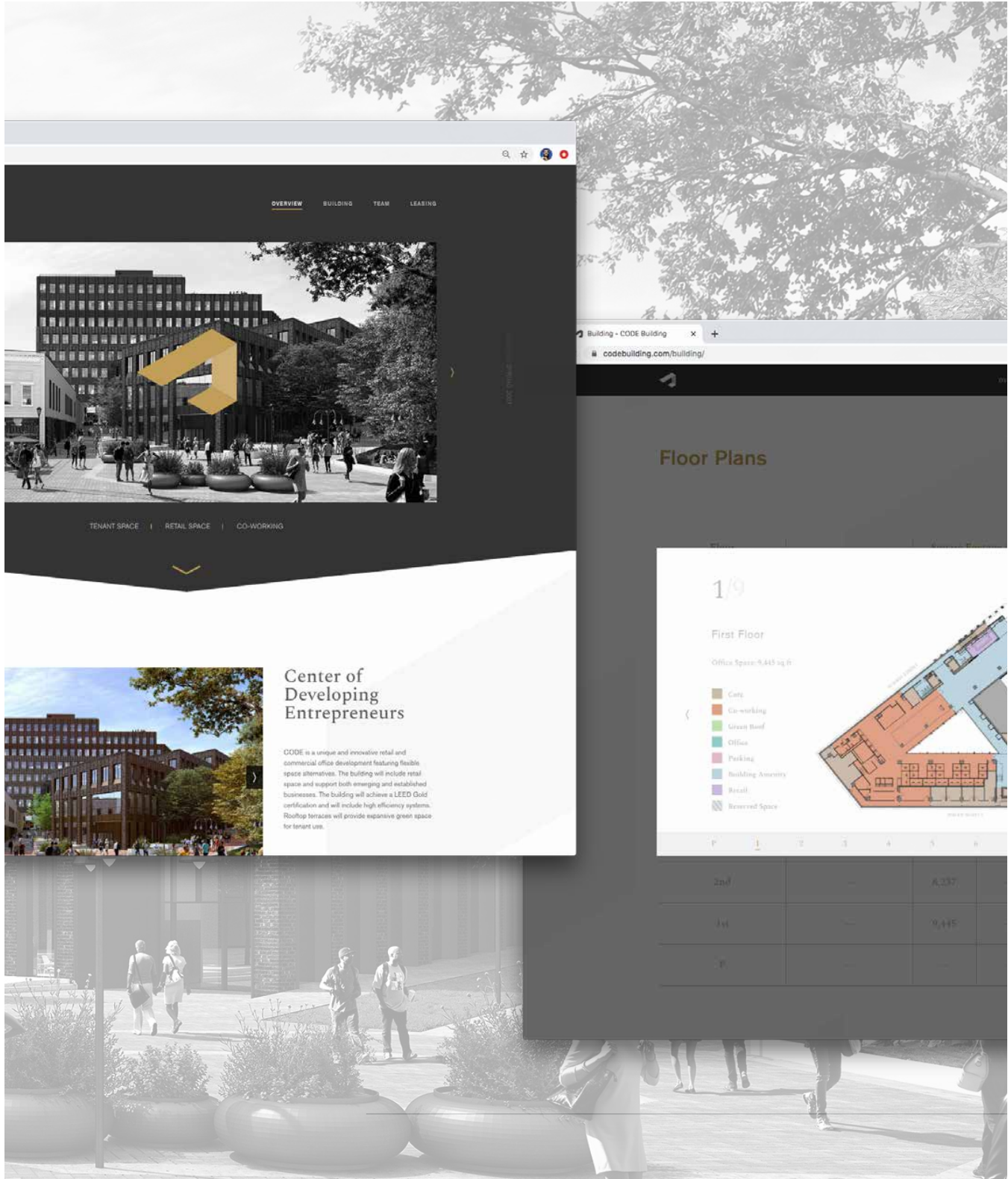
5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [x] NO

IF YES, EXPLAIN: _____

Section 5

Small Business Subcontracting Plan, included as Attachment B to this RFP.



ATTACHMENT B

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

Offeror Name: Iconograph, LLC **Preparer Name:** Brittney Butler

Date: July 14, 2020

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

If yes, certification number: 723309 Certification date: 02/21/2020

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: 723309 Certification date: 02/21/2020

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: RFP#DMS-1084 Date Form Completed: 07.14.2020

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

Offeror / Proposer:
Iconograph, LLC
Firm

1766 Scottsville Road, Charlottesville, VA 22902
Address

Brittney Butler / 804.874.2484
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

Section 6

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



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



James Madison University

\$3,000 as a Consultant and Paid by Gropen, Inc.

\$21,360 as a Consultant and Paid by VMDO Architects

Old Dominion University

\$1,590 Contracted Directly with the university

\$16,871.25 as a Consultant and Paid by VMDO Architects

University of Virginia

\$35,280 Contracted Directly with the university

\$28,140 as a Consultant and Paid by VMDO Architects

Virginia Commonwealth

\$7,030 as a Consultant and Paid by Gropen, Inc.

Virginia Military Institute

\$10,248.75 as a Consultant and Paid by HKS Architects

Virginia Tech

\$10,560 as a Consultant and Paid by VMDO Architects

Section 7

Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.



II. 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	\$120/hour
Marketing consultation	\$150/hour
Design and production for a variety of communications formats	\$100/hour
Press checks and other quality control measures as needed	\$120/hour
Preparation of templates and content for presentations (PowerPoint, Prezi, and Keynote-based slides)	\$100/hour
Preparation of advertisements for print or electronic media	\$75/hour
Graphics for Web pages (Cascade), not Web page design and production	\$150/hour
Multimedia (which may include animation and video)	\$150/hour
Project management of the consistency and quality of all materials	\$120/hour
Project management	\$120/hour
Editorial services	\$120/hour
Photography	\$225/hour
Videography	\$225/hour
Art direction for photography shoots and image selection	\$120/hour
Travel costs	\$120/hour
Any additional expenses to provide the services requested	Mileage rates for travel, 57.5 cents per mile
	In-house printing proofs 75 cents pp letter/tabloid



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?

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 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:

(signature in ink)

Name:

(please print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # DMS-1084

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide 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. 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

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’s proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	35
2. Qualifications and experience of Offeror in providing the goods/services – <i>(i.e. experience & 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 & service, customer service/problem resolution)</i>	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<u>100</u>

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

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

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the

individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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.
 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; 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.

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

☐ YES ☐ NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person 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

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