



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5936

This contract entered into this 23rd day of February 2021, by Robert Mott & Associates 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 June 22, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated February 22, 2021.

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

CONTRACTOR:
By: [Signature]
(Signature)

ROBERT W. MOTT
(Printed Name)

Title: OWNER

PURCHASING AGENCY:
By: [Signature]
(Signature)

DANA SIMMONS
(Printed Name)

Title: Buyer Senior

2/22/2021

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1084 and the Contractor's initial response to RFP# DMS-1084, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor's Pricing Schedule is hereby replaced with a blended hourly rate of \$96.00 for the following:
 - Creative Direction
 - Marketing Consultation
 - Design and Production
 - Press Checks and other quality control measures
 - Preparation of templates and content for presentations
 - Preparation of advertisement for print or electronic media
 - Graphics for Web pages
 - Multimedia - (including animation and video) - subcontractor pricing
 - Project Management of the consistency and quality of all material
 - Project Management
 - Editorial Services - less if utilizing a freelance editor charging a lesser cost
 - Photography - subcontractor pricing
 - Videography - subcontractor pricing
 - Art direction, Image Editing, Retouching, and Special Effects
 - Other creative related services
3. Contractor shall invoice hourly rates in one-quarter hour (15 minutes) segments (\$24 per quarter hour).
4. Contractor's proposal is hereby amended as follows:
 - a. Travel (within a 75-mile radius of JMU) shall be at no cost to the university.
 - b. Press checks in Lynchburg or Richmond or on-location art direction for a photo or video shoot shall be invoiced in accordance with the U. S. General Services Administration (*GSA*) for lodging, meals and incidental expenses at the time of travel, which can be referenced at: <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>. Travel related charges shall be approved by the university prior to travel.
5. 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. (*completed project phase invoicing is acceptable*)
6. Contractor shall provide a project proposal/estimate for each project to include an itemized list detailing the services to be provided, the number of hours it will take to complete the project along with associated hourly fees, total project cost, actual date for starting work, project completion date, and contact information of the department requesting service.

2/22/2021

7. Contractor shall provide shipping, postage and delivery, if applicable, at no cost to the university. Overnight and off campus shipping, if applicable, shall be charged to the university without markup.
8. Contractor shall not invoice the university for initial project meetings and/or consultations, whether onsite at the university or off campus.
9. The university 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 agrees to work collaboratively with the university to determine role and responsibilities of each party prior to the project's start.
10. 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.
11. 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.
 12. 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.
 13. Contractor shall not perform any work which would result in exceeding the dollar limitation outlined within the project estimate and specified on a university purchase order without first having obtained written approval from the university.
 14. 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.
 15. 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

2/22/2021

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.

16. Contractor shall be responsible for any expenses incurred caused by the contractor not receiving approval from University Communications and Marketing.
17. Contractor shall receive written confirmation from the university prior to utilizing a subcontractor.
18. 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.
19. 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>.
20. Contractor shall receive written approval prior to press checks from JMU Communications and Marketing, Carolyn Windmiller windmicm@jmu.edu.
21. Contractor shall revise invoices to compensate the university for lost time, delayed due dates, etc. in the event of Contractor's error within three (3) business days of error or delay. Contractor shall take necessary actions to reconcile issues by making necessary edits and provide a new print order at no cost to the university.
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.

P R O P O S A L

Graphic Design Services for
James Madison University

Harrisonburg, Virginia

RFP# DMS-1084

S U B M I T T E D B Y



RobertMott
& ASSOCIATES

JULY 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:

Robert Mott & Associates

1169 Westmoreland Drive

Harrisonburg, VA 22801

Date: JUNE 22, 2020

Web Address: RobertMottDesigns.com

Email: robert@robertmottdesigns.com

By: 
(signature in ink)

Name: Robert W. Mott
(please print)

Title: Owner/Creative Director/Designer

Phone: 540-290-1677

Fax #: NA

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 RM #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.



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Introduction

Ms. Dana Simmers
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
Harrisonburg, VA 22807

July 1, 2020

Dear Dana:

Please find enclosed my proposal for **Graphic Design Services for James Madison University** (RFP# DMS-1084). With more than 32 years of professional graphic design experience Robert Mott & Associates (hereafter referred to as "RM&A") is ideally suited to meet the needs of JMU as outlined in your RFP.

Specifically, RM&A offers the following:

- **Ongoing experience providing creative and marketing consulting, as well as full-service graphic design services, for no less than 15 departments of James Madison University** under a renewable contract (AK-804) awarded in 2014 and renewed for five years through November 2020.
- **Award-winning higher education marketing** experience with the San Diego Community College District. Our work together earned more than twenty IABC and Paragon Marketing Awards for the District and its individual campuses.
- **Experience with all phases of brand management for large national organizations,** including direct-mail companies, nonprofits, and for-profit corporations.

Thank you in advance for your consideration. Please feel free to contact me if you have questions about the following proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "RM", is written over a white background.

Robert Mott



General Qualifications

Working Agreements (Section IV: A2-4)

In accordance with your Statement of Needs, RM&A understands and agrees to the established terms for creative project contracts. Over the past 6 years of working as a JMU Graphic Design Services Vendor, RM&A has complied with the policies for

- **Project estimates and approvals of such PRIOR to commencing on projects;**
- **Terms of ownership of finished and delivered creative projects.** RM&A understands and agrees to JMU's terms of ownership with the caveat that these terms apply to "accepted concepts and finished art" only and not to *preliminary* works not ultimately selected for project use by the University. Here's an example: RM&A was contracted to create a new logo and branding statement/tagline for JMU's Madison Union. During this project RM&A submitted multiple logo concepts and taglines for consideration. JMU owns the rights to the final accepted logo (and its color and format variations) and the singular chosen tagline, but not the unaccepted/rough concepts/rejected taglines. This is standard practice for copyrights and intellectual property in the graphic design and advertising industry and reflects the pricing of the project.

Depth of Experience (Section IV: A5)

In accordance with your Statement of Needs, RM&A is uniquely qualified to provide the high-quality marketing and design services that James Madison University requires. Not only does RM&A currently serve a number of colleges and departments at JMU — including **College of Science and Mathematics, Communications and Marketing, College of Business, Advancement Marketing, Athletics Marketing, Ethical Reasoning in Action, Festival Conference & Student Center, Furious Flower Poetry Center, Hart School, Madison Union, Office of Orientation, Professional and Continuing Education, University Events, Women for Madison and Strategic Planning & Engagement** — but we have been producing award-winning, full-service graphic design services for higher education clients for more than 32 years. Since 1988, RM&A has offered services including:

1. **Marketing consulting on brand development** including analysis of market position and recommendations for branding solutions
2. **Design of top-tier corporate identity systems;** development and **design of sub-brands** to work within existing umbrella brands; and a range of **design solutions within the management of existing corporate standards** for corporations, nonprofit organizations and educational institutions
3. **Creative conceptualization, design and production for PRINT DESIGN projects** including large and small brochures; annual reports; catalogs; viewbooks; pocket folders and sales sheets; packaging and multi-component kits; book design; CD and video packaging; posters; special event invitations and promotional product design; and print ads



General Qualifications

Depth of Experience (Section IV: A5, CONTINUED)

4. **Creative conceptualization, design and production for ELECTRONIC MEDIA** including email template development and individual emails; design of website graphics, including headers, icons and animated graphics; responsive website design, development and maintenance; and electronic touchscreen display; Trained at JMU in Cascade and iModules
5. **Special project design and production** including the design of large scale trade show displays (banners, towers, point of information kiosks, touchscreen displays); vehicular signage (advertising super graphics for a college van fleet); and architectural signage
6. **Advertising writing and editorial services** including headline and copy development and editing, done personally by Robert Mott or with supervision of qualified subcontractors
7. **Art direction of original photography and illustrations** for education and corporate clients, including project planning and estimating, rights negotiation (direct and through artist reps), project supervision and on-set/location art direction; also research and selection of stock photography and illustration and retouching and special effects manipulation of all imagery.
8. **Full-service project management** including scheduling, estimating and supervision of printing, binding, packaging and fabrication services including press-checks

Online Portfolio





General Qualifications

Client Contacts (Section IV: B)

In accordance with your Statement of Needs, please feel free to contact the clients listed below. The numbers under each client refer to specific services outlined above in the response to Section IV: A5. Example: a client with the numbers 2, 3 and 6 would have received *Corporate Identity or Logo Design, Print Design and Advertising Writing or Editorial Services* from RM&A.

Lori Pyle, PhD, Associate Chair, JMU Ethical Reasoning in Action

540-568-6215 | pylelk@jmu.edu

Ethical Reasoning in Action branding with print and electronic collateral, 2018-2019

Services performed: 1, 2, 3, 4, 6, 7, 8

Please see Case Study #1 and budgets beginning on page 6.

Cindy Chiarello, JMU Strategic Planning and Engagement Coordinator

540-568-5712 | grovecg@jmu.edu

Engagement Hub Displays and Touchscreen Design, 2019-2020

Services performed: 1, 4, 5, 6, 7, 8

Please see Case Study #3 and budgets beginning on page 14.

Dave Barnes, Director, JMU University Unions

540-568-3789 | barnesda@jmu.edu

Madison Union and Festival Conference & Student Center re-branding, 2015-2018

Services performed: 1, 2, 4, 5, 6, 7, 8

*Please see Case Study #5 beginning on page 20 and additional examples online at:
<https://robertmottdesigns.com/portfolio-items/space-design/>*

Shari Altman, Altman Dedicated Direct

336-969-9538 | SAltman@altmandedicateddirect.com

Various Packaging and Direct Marketing projects for print/email, 1995-2020

Services performed for clients including MedOp Health, Linpharma, Stone Dine Cookware, Q-Link Golf and Guthy-Renker Corporation include: 2, 3, 4, 7, 8



General Qualifications (Section IV: C)

Case Study #1 JMU Ethical Reasoning in Action

CONTACT: **Lori Pyle, PhD**, Associate Chair, JMU Ethical Reasoning in Action | 540-568-6215

Projects that began in 2018 that illustrate a number of RM&A's general branding and collateral design qualifications have been executed for JMU's Ethical Reasoning in Action.

RM&A has provided ERIA with:

- **Design of new 8KQ logo** that visually emphasizes the 8 Key Questions, the flagship initiative of the Ethical Reasoning in Action office.

SOFTWARE: Adobe Illustrator

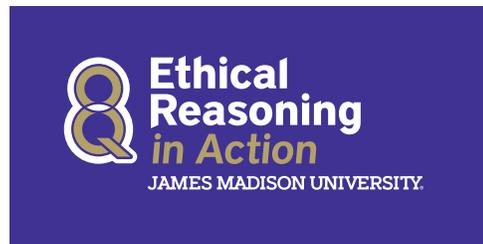
PROJECT BUDGET:

Concept through production of Ethical Reasoning 8KQ Logo

Concepts and Design: Design options 1,500.00

Production Art: Refinement and adaptation of final logo, 6 hrs..... 540.00

Total: \$ 2,040.00





General Qualifications (Section IV: C)

Case Study #1 JMU Ethical Reasoning in Action (CONTINUED)

CONTACT: Lori Pyle, PhD, Associate Chair, JMU Ethical Reasoning in Action | 540-568-6215

Design of new 8KQ Poster Series that expanded upon the previous “words-only” poster and introduced a visual cue based on the iconic Magic 8-Ball toy to help roll out the new logo and tie it to the 8 Key Questions in an eye-catching way. INCLUDES: Headline/Concept development; Art direction of original photos of JMU Students and Faculty; Wardrobe styling/prop coordination with JMU Campus Bookstore; Retouching of photos to isolate the people and colorize the 8 Ball to be purple with the ERIA logo; Production artwork of print posters (letter and tabloid) and website versions.

SOFTWARE: Adobe Illustrator, Photoshop, InDesign

PROJECT BUDGET:

Ethical Reasoning in Action — Magic 8 ball Poster Concept and Photo Shoot*

<i>Concepts and Design:</i> Poster design options	450.00
<i>Production Art:</i> Refinement and production of initial Poster, 3 hrs.	270.00
<i>Shoot Coordination:</i> Shoot planning + procurement, 2 hours	180.00
<i>Art Direction of Photo:</i> Onsite art direction at Ice House, 2 hrs.	180.00
<i>Retouch final photo:</i> Crop, customize and retouch final pics, 7 hrs.	630.00
<i>Context Placement:</i> Additional posters (8 addtl. versions), 4 hrs.	450.00
<i>Props:</i> Purchase Magic 8 Ball (reimburse cost).	9.00
<hr/>	
<i>Subtotal:</i>	\$ 2,169.00

See visual samples next page.



General Qualifications (Section IV: C)

Case Study #1 JMU Ethical Reasoning in Action (CONTINUED)



The magic of “doing the right thing” is found in the quality of your questions.

THE EIGHT KEY QUESTIONS

Fairness • Outcomes
Responsibilities • Character • Liberty
Empathy • Authority • Rights



Ethical Reasoning in Action
 JAMES MADISON UNIVERSITY.

The magic of “doing the right thing” is found in the quality of your questions.

The Eight Key Questions



Fairness ▶ How can I (we) act justly, equitably, balancing interests?

Outcomes ▶ What possible actions achieve the best short- and long-term outcomes?

Responsibilities ▶ What duties and/or obligations apply?

Character ▶ What actions help me (us) become my (our) ideal?

Liberty ▶ How do I (we) show respect for personal freedom, autonomy, consent?

Empathy ▶ How would I (we) act if I (we) cared about all involved?

Authority ▶ What do legitimate authorities (e.g., experts, law, my god) expect?

Rights ▶ What rights, if any (e.g., innate, legal, social) apply?



Ethical Reasoning in Action
 JAMES MADISON UNIVERSITY. www.jmu.edu/ethicalreasoning



General Qualifications (Section IV: C)

Case Study #1 JMU Ethical Reasoning in Action (CONTINUED)

CONTACT: Lori Pyle, PhD, Associate Chair, JMU Ethical Reasoning in Action | 540-568-6215

Design of new *It's Complicated* brochure and tipped-in plastic Wallet Card. This piece is included in Orientation materials and introduced the incoming students to the 8KQ and *It's Complicated* before 1787 Orientation week.

SOFTWARE: Adobe Illustrator, Photoshop, InDesign

PROJECT BUDGET:

*Ethical Reasoning in Action —It's Complicated Brochure and WalletCard**

<i>Concepts and Design:</i> Refine "Contagion" Concept (text/design)	450.00
<i>Stock Images:</i> 4 Stock images @ \$20 ea.	80.00
<i>Production Art:</i> Broch 5 hrs.	450.00
LARGE sight-impaired broch version 1 hr.	90.00
Wallet Card 4 hrs.	360.00
<i>Print Coordination:</i> Prep/review print specs for Brochure/card 3 hrs.	270.00*
<hr/>	
<i>Subtotal:</i>	\$ 1,700.00



Visual Samples continue on next page.



General Qualifications (Section IV: C)

Case Study #1 JMU Ethical Reasoning in Action (CONTINUED)



The Eight Key Questions
What key questions should I (we) use to evaluate the ethical dimensions of a situation?

Fairness	How can I (we) act justly, equitably, balancing interests?
Outcomes	What possible actions achieve the best short- and long-term outcomes?
Responsibilities	What duties and/or obligations apply?
Character	What actions help me (us) become my (our) ideal?
Liberty	How do I (we) show respect for personal freedom, autonomy, consent?
Empathy	How would I (we) act if I (we) cared about all involved?
Authority	What do legitimate authorities (e.g. experts, laws, god/s) expect?
Rights	What rights, if any (e.g., innate, legal, social) apply?

Use the "FORCLEAR" acronym to help you remember all 8KQ.

Learn more at jmu.edu/ethicalreasoning
This biodegradable card was printed using recycled PVC.



General Qualifications (Section IV: C)

Case Study #2 JMU Orientation

CONTACT: Mollie Zenz, Marketing and Web Coordinator, Orientation Office | 540-568-5061

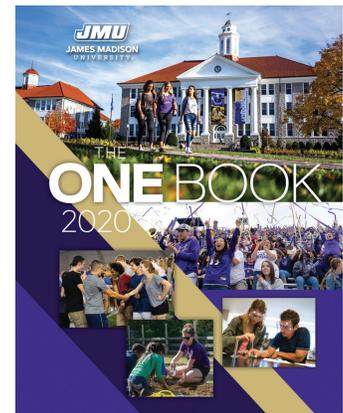
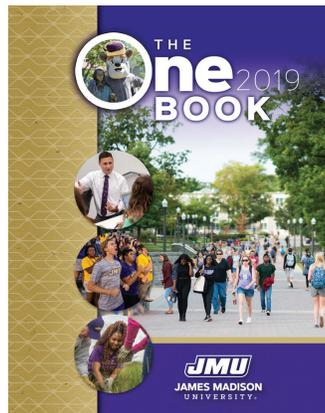
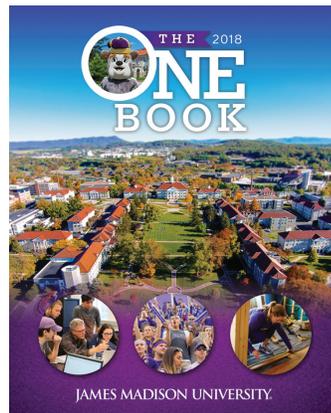
Since 2018, RM&A has designed and produced all the print components of JMU Orientation including *The One Book*, *The Transfer One Book*, *Mappy*, *Compass*, *Pocket Folders*, *Thank You Cards* and *Spring Orientation Mailers*. Upon landing this project, Robert worked with Orientation to create a more streamlined visual system of calendar icons and book organization to help new students find and meet their Step requirements as easily as possible.

SOFTWARE: Adobe Illustrator, PhotoShop, InDesign, Acrobat

PROJECT BUDGET:

Concept through production of 2020 One Book and Transfer One Book

<i>Concept/Design:</i> Design of 2020 covers (both) & interior update	800.00
<i>Production Coordination:</i> Meetings/Project Coordination 2 hrs.	180.00
<i>Imagery:</i> Pickup JMU provided photos	N/C
<i>One Book Interior Production:</i> 56 pages, 32 hrs	2880.00
<i>Transfer Book Interior Production:</i> 24 pages, 18 hrs	1620.00
<i>One Book Cover Production:</i> Both covers, 6 hrs	540.00
<i>Repro material/printouts:</i> PDF files uploaded for review	N/C
<i>Print Coordination:</i> Prep specs, review estimates & proofs, 5 hrs	450.00
<i>Project Materials:</i> Supplies and materials (combined)	85.00
Total:	\$6,545.00





General Qualifications (Section IV: C)

Case Study #2 JMU Orientation (CONTINUED)

JMU
JAMES MADISON UNIVERSITY

THE
ONE BOOK
2020

CRITICAL DATES

MAY

SUN	MON	TUES	WED	THU	FRI	SAT
						1 2
3 4	5 6	7 8	9			
10 11	12 13	14 15	16			
17 18	19 20	21 22	23			
24 25	26 27	28 29	30			

JUNE

SUN	MON	TUES	WED	THU	FRI	SAT
	1 2	3 4	5 6			
7 8	9 10	11 12	13			
14 15	16 17	18 19	20			
21 22	23 24	25 26	27			
28 29	30					

JULY

SUN	MON	TUES	WED	THU	FRI	SAT
				1 2	3 4	
5 6	7 8	9 10	11			
12 13	14 15	16 17	18			
19 20	21 22	23 24	25			
26 27	28 29	30 31				

AUGUST

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2 3	4 5	6 7	8			
9 10	11 12	13 14	15			
16 17	18 19	20 21	22 23			
24 25	26 27	28 29				
30 31						

SEPTEMBER

SUN	MON	TUES	WED	THU	FRI	SAT
						1 2 3 4 5
6 7	8 9	10 11	12			
13 14	15 16	17 18	19			
20 21	22 23	24 25	26			
27 28	29 30					

2020

- Step due today
- Summer Springboard
- Move-in
- 17/87 Weeks of Welcome
- Classes begin

Cover design, front flap and interior spread example of the 2020 One Book.

Connect before classes begin

Bond with other new Dukes while serving the community with Alternative Breaks - New Dulles. From July 20-27 you'll learn about and address the needs of residents most affected by Hurricane Florence in North Carolina, while serving alongside other new students and experienced student leaders. It all begins with a day-long retreat on campus where you will get a head start on becoming an active citizen. Then you'll board JMU vans for your first JMU Alternative Break. The cost includes leadership, education, travel, housing and more meals. Register at www.jmu.edu/abp.

The Madison Orientation Adventure Trip is a three-eight four-day pre-orientation program. The MOAT experience is designed to give you an opportunity to build social connections with other students and introduce you to the natural areas surrounding Harrisonburg. These student-led trips start on Aug. 17 and end on Aug. 20. MOAT participants are able to move into their residence halls early on Sunday. All trips involve tent camping and additional activities such as rock climbing, hiking and canoeing. No prior experience is necessary. For more information and registration, check out www.jmu.edu/recreation/adventure/moat.shtml.

The world awaits . . .

Study abroad this summer! The Center for Global Engagement is offering two unique opportunities for incoming first-year students to earn three credits this summer. Travel with other JMU students and faculty to Germany for an experiential overview of migration and culture or participate in an exciting service learning experience as an orphanage in the Dominican Republic all before you officially start at JMU in the fall. Incoming first-year students also have the opportunity to spend their first fall semester in London - earning 16 credits which include GenEd requirements from Charters One, Two and Three! Don't miss out! Learn more and apply at www.jmu.edu/global/abroad/programs/incoming-freshman.shtml.

Get your family involved

Did you know? JMU has an office exclusively for your family! The Office of Parent Relations is dedicated to offering support and information to your family during this transition. There are also events on and off campus that give your family the opportunity to capture a glimpse into your life as a JMU student. Attending a First-Year Send Off is a great way to meet fellow classmates from your area and talk with current JMU families, alumni and staff. Invite your family to fill into the Madison Experience amidst the excitement of Family Weekend, October 11-13, 2019. For more information on these events and the Office of Parent Relations, visit www.jmu.edu/parents.

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Living at JMU

We know that your time at JMU is going to be more than just going to classes. It's a very exciting time to be entering a new community, but maybe a little overwhelming at the same time. We're here to help all along the way. You get to choose how you spend your time. Identify your interests and start looking for ways to get connected. By being involved, you are more likely to succeed at JMU.

In this section

- Housing Assignment & Roommate Notification, Aug 1
- Living at JMU FAQs
- Your residence hall
- Getting your mail
- Prepare for it's Complicated, Aug 15
- AlcoholEdu and Sexual Assault Prevention for Undergraduates, Aug 16
- Stewardship of the Natural World
- Dining
- Know the code
- Technology and textbooks
- Transportation station
- The big move
- A day in the life of 1787
- August Orientation
- Doing well academically
- Thriving at JMU
- Your first week: Get involved!
- 2019-2020 Important dates
- Directory
- Campus map

WWW.JMU.EDU/ONEBOOK 33

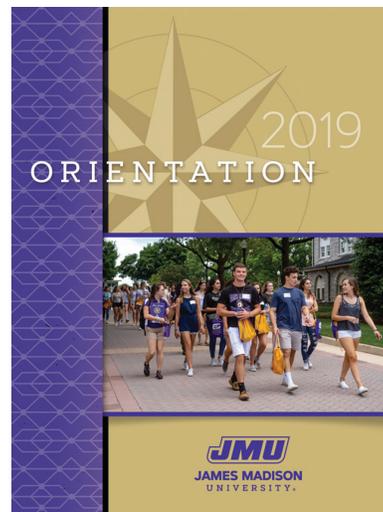


General Qualifications (Section IV: C)

Case Study #2 JMU Orientation (CONTINUED)



2020 Pocket Folder (above, unconverted/flat, purple version), and **2019 Pocket Folder** (right, gold version). Each year the pocket folders are produced with two different color versions to distinguish between first-year and transfer student materials.





General Qualifications (Section IV: C)

Case Study #3 JMU Engagement Hubs Installations

CONTACT: **Cindy Chiarello**, JMU Strategic Planning and Engagement Coordinator,
540-568-5712 | grovecg@jmu.edu

The engagement hubs work to blend existing campus-wide electronic calendar data into various channels of interest that further support JMU’s vision to be the national model for the engaged university: engaged with ideas and with the world. This vision of engagement includes three main areas: Engaged Learning, Community Engagement and Civic Engagement. My task was to funnel the data with the help of a graduate fellow into these areas of interest to help show students the ongoing opportunities available under each category.

The first two Engagement Hubs have been installed in the two largest campus libraries: Carrier Library in the historic center of campus and Rose Library on East Campus near the science and technology colleges.

I was involved in helping shape the user experience, in developing not only arresting “Wow, what is this?” visual wall displays surrounding the screens, but also the format of the screen graphics themselves and where data would appear for the user to access. At my suggestion, QR codes enable the viewer to engage with the activity by uploading it into their smartphones or tablets, or by sending an email to the event organizer to express further interest.

SOFTWARE: Adobe Illustrator, PhotoShop, InDesign, Acrobat

Concept through production of Engagement Hubs Wall Graphics

<i>Concepts and Design:</i> Two initial Concepts (16 hrs.)	1440.00
<i>Concept Refinement:</i> Refinement of initial designs (7 hrs.)	630.00
<i>Fabrication Coord:</i> Meetings w Building managers, 3 hrs..	270.00
<i>Additional Design Refinement:</i> Adaptation of designs for Rose & Carrier	450.00
<i>Meetings:</i> Meetings w USA Signs & Building Coord, 2 hrs.	180.00
<i>Production Art:</i> Rose Library Wall Artwork production, 7 hrs.	630.00
Carrier Library Wall Artwork production, 5 hrs.	450.00
<i>Stock imagery:</i> Background pattern, high resolution.	50.00
<i>Fabrication Review:</i> Coord fabrication with USA Signs, 2 hrs.	180.00
<i>Materials:</i> Large format digital prints	80.00
<hr/>	
<i>Total:</i>	\$ 4,630.00

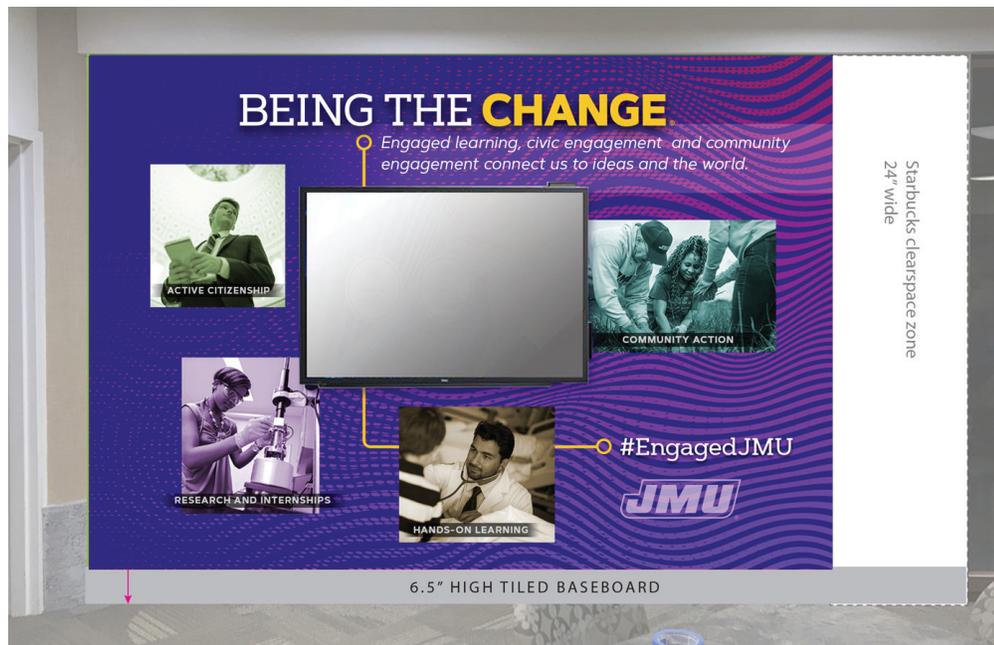


General Qualifications (Section IV: C)

Case Study #3 JMU Engagement Hubs (CONTINUED)



Finished Hub design, Carrier Library (top),



One proposed design concept (bottom)



General Qualifications (Section IV: C)

Case Study #3 JMU Engagement Touchscreens

CONTACT: **Cindy Chiarello**, JMU Strategic Planning and Engagement Coordinator,
540-568-5712 | grovecg@jmu.edu

SOFTWARE: Adobe Illustrator, PhotoShop

Concept through production of Engagement Hubs Touchscreen Graphics

<i>Concepts:</i> Concepts for Screens, 13 hrs	1170.00
<i>Meetings:</i> Planning meetings w Cindy, Joe & Susie, 2 hrs.	180.00
<i>Refinements:</i> Refinements for workability issues 3 hrs.	270.00
<i>Production:</i> Production of 74 screen backgrounds, 9 hrs.	810.00
<i>Meetings:</i> Production meetings w Cindy, Joe & Susie, 1.5 hrs.	135.00
<i>Images:</i> Stock images (3)	60.00
<i>Sign:</i> Finger Sign (add-on)** 2 hrs.	180.00
Total:	\$ 2,805.00



Visual Samples continue on next page.



General Qualifications (Section IV: C)

Case Study #3 JMU Engagement Touchscreens (CONTINUED)

CIVIC ENGAGEMENT

UPCOMING EVENTS

Name of Event One Here
Tues, Oct 15, 2019 7-8:30 p.m.
Madison Union Room 3324

Name of Event Two Here
Tues, Oct 22, 2019 5-6:30 p.m.
Maury Hall 546

Name of Event Three Here
Thurs, Oct 24, 2019 4-6:30 p.m.
Burruss Hall 420

Name of Event Four Here
Thurs, Oct 31, 2019 2-3:30 p.m.
Forbes 1115

Name of Event Five Here
Fri, Nov 1, 2019 7-8:30 p.m.
Showerker 612

FEATURED EVENTS

HOME
CIVIC
COMMUNITY
ON CAMPUS
DIVERSITY
PROFESSIONAL

COMMUNITY ENGAGEMENT

UPCOMING EVENTS

Name of Event One Here
Tues, Oct 15, 2019 7-8:30 p.m.
Madison Union Room 3324

Name of Event Two Here
Tues, Oct 22, 2019 5-6:30 p.m.
Maury Hall 546

Name of Event Three Here
Thurs, Oct 24, 2019 4-6:30 p.m.
Burruss Hall 420

Name of Event Four Here
Thurs, Oct 31, 2019 2-3:30 p.m.
Forbes 1115

Name of Event Five Here
Fri, Nov 1, 2019 7-8:30 p.m.
Showerker 612

COMMUNITY VOLUNTEER LISTINGS

Therapy Volunteer (PT/OT Students Only)
Accordius (formerly Curia)

Cura at Harrisonburg is a dually-certified skilled nursing and rehabilitation center. Mission: We exist to improve the lives Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat.

DISTANCE FROM JMU: 11 miles

SERVICE HOURS: Monday-Friday 8:00 am - 5:00 pm
10 hours per semester

COMMITMENT: Semester

LOCATION: Harrisonburg

TOUCH HERE FOR FEATURED EVENTS

HOME
CIVIC
COMMUNITY
ON CAMPUS
DIVERSITY
PROFESSIONAL

Take the Information with you!

SCAN THE CODES.

Download a FREE QR Code Reader from your smartphone's App Store

ALTERNATIVE SPRING BREAK

Engaging Talks with Engaging People.

ONE-TIME Activities

"Come hither and behold the wonders of modern technology!"

JAMES MADISON

STUDENT RESEARCH

COMMUNITY ACTION

UPCOMING EVENTS

Name of Event One Here
Tues, Oct 15, 2019 7-8:30 p.m.
Madison Union Room 3324

Name of Event Two Here
Tues, Oct 22, 2019 5-6:30 p.m.
Maury Hall 546

Name of Event Three Here
Thurs, Oct 24, 2019 4-6:30 p.m.
Burruss Hall 420

Name of Event Four Here
Thurs, Oct 31, 2019 2-3:30 p.m.
Forbes 1115

Name of Event Five Here
Fri, Nov 1, 2019 7-8:30 p.m.
Showerker 612

FEATURED EVENT

Children's Harvest Festival

Come enjoy a beautiful fall afternoon with your family at our 11th Annual Children's Harvest Festival! Live music from JMU's a cappella group, Low Key and Lightning Lucies along with special guests. The Quiz Show, our favorite feature of Classic Carriage, students from JMU Dance and Theater, and the...

Details: October 15, 2019
11:00 AM - 2:00 PM

WHAT'S ALTERNATIVE SPRING BREAK?

HOME
CIVIC
COMMUNITY
ON CAMPUS
DIVERSITY
PROFESSIONAL



General Qualifications (Section IV: C)

Case Study #4 Shenandoah Fall Foliage Bike Festival

In 2012, Robert Mott joined the planning committee for the Shenandoah Fall Foliage Bike Festival, Inc. initially as a volunteer marketing consultant (providing *pro bono* services). Over the last eight years, Robert has re-branded the annual nonprofit event with logos, bike jersey and T-shirt designs, rack brochures, posters, print advertisements, a new website design, email marketing and social media promotion to bolster the event's registration and publicity efforts. Since Robert began working with FFBE, ridership has expanded by 20%.





General Qualifications (Section IV: C)

Case Study #4 Shenandoah Fall Foliage Bike Festival (CONTINUED)





General Qualifications (Section IV: C)

Case Study #5 **JMU Festival Branding & Decor**

Since 2015, RM&A was contracted to help bring more school spirit into the student union buildings on the campus of James Madison University. This began with designing new logos for both Madison Union and Festival Conference & Student Center and then creating a playbook of possibilities for each property to implement according to their priorities. Robert collaborated with Marsha Vayvada, owner of the Folio Design firm of Staunton, Virginia, to offer JMU additional concept and design possibilities on both projects.



See extensive Case Study of both Festival and Madison Union online at:

<https://robertmottdesigns.com/portfolio-items/space-design/>



General Qualifications (Section IV: C)

Case Study #5 JMU Festival Branding & Decor (CONTINUED)

Festival "Drumhead" Design D

- The "Montage": A seamless look at student life with images that span the full width of the drumhead, using the spelled out "JAMES MADISON" to help direct the eye across the entire span. Options with purple tint (D1) or reduced intensity full color (D2). The montage could also potentially go to black and white (grayscale, with white type surrounded by a purple glow) for a more subtle montage above the windows.



Approx 152' wide x 7' high



The Drumhead
in Festival:
proposed concept
(above), and
finished installation
(below)





General Qualifications (Section IV: C)

Case Study #5 **JMU Festival Branding & Decor** (CONTINUED)



Window treatments for Allegheny and Highlands Rooms in Festival allow for meeting privacy and light flow into rooms.





About RM&A

Principal Bio (Section IV: D1)



ROBERT W. MOTT • Owner, Principal
Creative Director/Production Manager

In the last 32 years in business, I've worked with clients of all sizes, from multinational corporations to community organizations, from educational institutions to entrepreneurial start-ups, from religious denominations to New York publishing houses and self-published authors. I've built my business on creative solutions, high-quality technical production, solving problems before production issues occur, responsive personal service, and attention to detail.

My areas of specialty include branding and identity design and management, design and development of direct mail and email campaigns, packaging, training manuals, corporate brochures and annual reports, book design (including collateral, point-of-purchase and advertising design), electronic presentations, website design, and trade show displays.

Brand-management and implementation, with a special emphasis on print design, direct mail projects and book design, have been the lion's share of my work over the last 25 years. Notable client relationships throughout my career include The San Diego Community College District, James Madison University, California Alliance for Arts Education, El Paso Wind Symphony, Grand Canyon Natural History Association, Guthy-Renker, Hewlett Packard, Implant Seminars, Namale Fiji Resort, NSA Hall of Fame speakers and authors/experts, GBOD (The General Board of Discipleship, Nashville), Shenandoah Fall Foliage Bike Festival, *Trombonistas por Puerto Rico*, United Methodist Communications, University of Delaware trombone studio, Virginia Tech University, and W. L. Gore & Associates (medical products division).

SBSD and SWaM Micro Certification

Company Name: Robert Mott & Associates

Certification Number: 700911

Small Certification Start Date: May 15, 2019

Micro Certification Start Date: May 15, 2019

SWaM Certification Expiration Date: May 15, 2024



Awards & Publications

Awards and publications include:

- **International Association of Business Communicators (IABC) Marketing Awards;** multiple Gold and Silver awards, multiple years.
Client: THE SAN DIEGO COMMUNITY COLLEGE DISTRICT
- **Paragon Awards;** multiple Gold, Silver and Bronze awards, multiple years
Client: THE SAN DIEGO COMMUNITY COLLEGE DISTRICT
- **IABC Award of Excellence, Silver, Annual Reports 2**
Client: THE SAN DIEGO COMMUNITY COLLEGE DISTRICT
- *American Corporate Identity 1998*
- *American Corporate Identity vol. 8*
- *Print Magazine's Regional Design Annual*
- *Print Magazine's Best Letterheads and Business Cards vol. 4*
- **San Diego Creative Show, Gold**
Client: JUST WRITE LITERARY & EDITORIAL CORPORATE IDENTITY
- **National Park Service Cooperating Association Award of Excellence**
in Book Design
- **National Park Service Cooperating Association Honorable Mention**
in Book Design
- **United Methodist Association of Communicators Award of Merit**
(website design)
- **American Hospital Association (AHA) Touchstone Award, National Silver,**
Hospital Annual Report
- **Phoenix Ad Club Addy, multiple awards**



Problem-Solving Approach

Contact Information and Staff Support (Section IV: D2)

Robert Mott

Phone: 540.290.1677

Robert Mott & Associates

email: Robert@RobertMottDesigns.com

1169 Westmoreland Drive

web: www.RobertMottDesigns.com

Harrisonburg, VA 22801

Robert Mott will serve as the sole point of contact for all projects with JMU. In some cases, such as when a subcontracted writer is brought in to consult with services, the subcontractor may be in direct contact with the JMU client at various aspects of the project through phone conversations and/or emails. However, JMU should always consider Robert Mott as the first point of contact.

When you hire Robert Mott & Associates, you get a partner who is as committed to your outcome as you are. At present, RM&A operates as a one-person, boutique design firm. Clients have appreciated my personal involvement and hands-on approach to all aspects of the design process — from initial concept and design development through finished mechanical artwork, printer coordination and press supervision.

When necessary, I collaborate with qualified and talented freelance writers, including Judy Kirkland (Echo Point Marketing, Silver Spring, MD). I've art directed and collaborated with a number of award-winning local photographers including JMU's Mike Miriello, Mark Miller (Waynesboro) and Pat Jarrett (Staunton).

For **JMU's Madison Union** and **Festival Conference & Student Center** re-branding and playbook projects, RM&A collaborated with JMU graphic design vendor FOLIO DESIGN (Marsha Vayvada) of Staunton in order to expand the conceptual creative solutions on those large projects. RM&A served as the primary project contractor and successfully managed FOLIO as a subcontractor with prompt compliance to subcontractor payment policies.

Problem-Solving Approach and Results

I believe it's vitally important to spend time getting to know my clients and understanding not only their goals and objectives, but also their target audiences. From initial meetings through the length of our working relationship, I never stop listening or asking, "What if . . .?"

Your "big picture" is always on my mind, and from that vantage point, I distill a strategy and a framework for a solution that will serve you well for quite some time. I'll do it in a friendly, encouraging way, taking care to build as much flexibility into the solutions as possible to allow for changes in your markets or products. It's also important to create a sense of timelessness and trust with every design solution. Finally, I treat my clients as I would like to be treated: with respect, friendliness, truthfulness, humor, an open ear and goodwill.

The bottom line? I care about doing a good job.



Responsiveness & Service

Brand Standards (Section IV: D3)

Having worked with corporations, nonprofit organizations, and educational institutions for more than 32 years, RM&A is used to following established corporate brand standards and has more than 9 years experience adhering to JMU's requirements in all aspects of its brand management. RM&A checks in regularly with the published online brand standards and also regularly consults with Carolyn Windmiller, running design concepts (often before they are presented to the JMU client) and final mechanicals by her office in UCM prior to release to publication. In a number of cases, RM&A has acted as a bridge between the departmental client and UCM and/or has advised the departmental client of any potential branding issues *before* they became problems in the approval process. RM&A agrees to continue following JMU's brand standards.

Notifications (Section IV: D4)

Once RM&A is contracted for a project, we will email a summary of the project scope to Carolyn Windmiller's office, requesting a) a confirmation reply that it has been received; b) appropriate feedback, input, comments or concerns that University Marketing may have related to the project; and c) how often her office wishes to be kept advised as the project progresses.

Responsiveness to JMU Projects (Section IV: D5–8)

Since July 1, 2014, RM&A has been located in Harrisonburg, VA just off Port Republic Road. Most of JMU's buildings, offices, and halls are located less than 8 minutes from Robert Mott's home office. This makes it easy and convenient to schedule face-to-face meetings within 24 hours or less. Initial project meetings and general deliveries are made at no cost for projects with JMU.

Phone calls or video link conversations (e.g., Skype or Google, Zoom) are also convenient and easy to schedule in 24 hours or less. As a boutique design studio, RM&A prides itself on customer service with quick and easy access to the principal during all phases of the project. After receiving initial project details, RM&A will respond within a mutually agreed time frame (often 72 hours or less) with a detailed project estimate outlining the costs and a summary of the scope of work with any scheduling expectations clearly spelled out. *(The next page shows a sample project estimate from RM&A. Further explanation of pricing line-items are explained beginning on page 32.)*



Project Estimate (EXAMPLE)



Robert Mott & Associates

1169 Westmoreland Drive • Harrisonburg, VA 22801 • 540-290-1677

Project Estimate

To: Mollie Zenz, JMU Orientation

Date: October 24, 2018

Re: Estimate A

Job Description: **The 2020 One Book & Transfer One Book — design through production***

Concept/Design:	Design of 2020 covers (both) & interior update	800.00	
Production Coordination:	Meetings/Project Coordination 2 hrs.	180.00	
Imagery:	Pickup JMU provided photos	N/C	
One Book Interior Production:	32-35 hrs	2880.00	- 3150.00
Transfer Book Interior Production:	15-18 hrs	1350.00	- 1620.00
One Book Cover Production:	Both covers, 6 hrs	540.00	
Repro material/printouts:	PDF files uploaded for review	N/C	
Digital Version:	OPTION:* Prep files for Digital Editions 3 hr	0.00	- 270.00
Print Coordination:	Prep specs, review estimates & proofs, 5 hrs	450.00	
Project Materials:	Supplies and materials (combined)	85.00	
Subtotal:		\$ 6,285.00 - 7,095.00	
Taxes:	exempt	0.00	
Total:		\$ 6,285.00 - 7,095.00	

Terms: Interim billings per project milestones in year's past. **

*OPTION item not included in low end total.

** 1/3 at presentation of Design concepts (December); 1/3 after first typesetting of One Book (January); final invoice on submission of books to printer (approx. late Feb)

Terms of sales: Net Cash. Invoice terms and copyrights covered under Commonwealth of Virginia Standard Contract Number UCJMU4163, dated November 20, 2014

Approved by:

October 24, 2019

Purchasing Agent

Date

Robert Mott & Associates

Date



Responsiveness & Service

Responsiveness (Section IV: D8, CONTINUED)

As a current **graphic design services vendor** with James Madison University, RM&A is familiar with the purchase order, billing and payment protocols of the University and agrees to continue operating under these established policies.

Technology (Section IV: D9)

RM&A is an Apple iMac-based studio with full access to the most up-to-date Adobe Creative Cloud programs for design and production. The programs used most often in the studio include:

- **Photoshop**
- **Illustrator**
- **InDesign**
- **Acrobat professional**

RM&A also uses:

- **PowerPoint** (and Microsoft Word)
- **Quark Xpress**; however, we have almost completely phased out of using Quark and use it only to make updates and changes to large projects originally designed using this software. All new JMU page layout projects are executed with Adobe InDesign.
- **iMovie** for composing and editing short video projects. RM&A does not actively seek video projects, but has edited and created short client videos for website postings when simplicity and quick turnaround are required.
- **Finale** music notation and scoring software

Robert Mott has also been trained at JMU to use Cascade and iModules.

Corrections (Section IV: D10)

As a small business owner operating for over 32 years, Robert Mott understands that customer service is paramount: it's what has allowed us to retain top-level national and regional clients for five, ten, twenty years or longer, without more than a handshake agreement to work together. Fixing problems and correcting issues *before* they become expensive in terms of time and money is one of the cornerstones of RM&A's creative service business. Any time a customer has an issue that needs correcting, we address our end of it as quickly as possible, which often starts *the same day* as the problem is brought to our attention. Over our time in business, we have encountered only two (2) instances where RM&A made a mistake that required a reprint. In those cases, RM&A paid for the reprinting at no cost to client. Corrections and alterations to our files are done without charge to the University.

(continued)



Responsiveness & Service

Corrections (Section IV: D10, CONTINUED)

RM&A makes every effort to ensure that our files are accurate and our mutually agreed project specifications are met to letter. We proof our files at every step of the project, including reviewing printer proofs and — when possible and cost-effective — supervising a project on press. In the unlikely event that RM&A would alter an approved project and create an error *after the project was approved as described above*, RM&A would work with the printer, producer, and/or the JMU Department to find a mutually acceptable solution, such as a reprint paid for by RM&A or a discount or credit on future creative projects.

EXAMPLE: In 2018, we experienced a problem with a map prepared for JMU Orientation in which certain layer elements (bus stops, specific colors for dormitory housing groups) were inadvertently left off the final file submitted to the printer. Unfortunately, at the time of reviewing the printer's hard proof, this error was missed by both Robert and the JMU project manager who ultimately approved the file to print. Once the printed maps were delivered, the mistake was discovered and, while RM&A was not *technically liable* to pay for the reprint:

- RM&A corrected the art files at no charge to JMU;
- Explained the unfortunate error and negotiated the best possible reprint price with Mid Valley Press (they billed the reprint at cost); and
- RM&A paid 50% of the cost of the reprint (directly to Mid Valley)

Project Archiving & File Storage

RM&A will work with the JMU Department and/or JMU Marketing and Communications to deliver both final deliverable files (i.e., composite PDF documents ready for press) and mechanical art (such as Indesign, Photoshop, or Illustrator files used to create the final deliverable) most often through posting to a cloud-based repository such as Dropbox (or other) per the University's preferred method on a given project. JMU understands and agrees that once RM&A has delivered/posted a copy of the mechanical art to JMU, RM&A cannot be held responsible to keep a working copy of this artwork in perpetuity. In some project cases, such as with the JMU Campus Maps, all project files (current and archive files) are located in a shared Dropbox folder to help ensure up-to-date access by all linked parties. In this case RM&A does not maintain a *separate* archive of these files as Dropbox has both file redundancy and recovery services built into the plans used by both RM&A and JMU.

Please note that RM&A strives to maintain accurate and redundant archives of all projects for all clients, but has experienced backup drive failure in the past — as well as theft of a company computer while in business in San Diego — and, therefore, cannot be counted on as the sole source of archiving all finished projects. For this reason, we supply backups to clients in the unfortunate likelihood that our archives may not be available in the future.



Printing

Printing (Section IV: D11)

Robert Mott has over 32 years experience in the coordination and supervision of printing and takes pride in being trusted by printers and clients as a thoughtful designer possessing a high level practical production knowledge of all aspects of the printing process.

Robert is well-versed in the **writing of accurate print specifications** and the submission of them to multiple print vendors to receive competitive apples-to-apples print estimates/bids. By having printers submit their bids directly to the designer (at least initially), RM&A is able to make sure the estimates are accurate, can question any discrepancies or deviations from the original specs, and then **pass on an impartial recommendation to the client via an email report/executive summary (with attached estimates from the vendors)**. Sometimes the best printing solution is not always the least expensive, and RM&A knows how to discuss and present rationale on a case-by-case basis. *RM&A does not play pricing games with printers or play favorites by revealing any competitor's numbers.* If a price seems unreasonably high or low, Robert will contact the printer to make sure they understand the specs clearly and, if warranted, ask for a revised estimate.

RM&A understands that JMU has established relationships and accounts with qualified print vendors and that **RM&A's role in the printing process is to be JMU's advocate for a high-quality, accurate product, delivered on time at the best possible price.** RM&A is also aware that for some types of projects, non-local vendors can be used and has on occasion suggested alternative printers (such as Bang Printing in Brainerd, MN for hard- and soft-cover book printing) when the technical capabilities they offer could save JMU significant monies.

Having RM&A involved in proof review and — when possible or warranted — press checks, not only provides the added benefit of catching errors before they reach press, but also ensures that the printer fully understands JMU's expectations for the deliverable at every phase of the process. In instances when the client's expectations have not been met, Robert Mott has served as a trusted creative advisor to *both* the printer and the client, helping to bridge any gaps of misunderstanding.

RM&A's detailed estimates and billing contain line-items for printing supervision and coordination (preparing specs for estimating, reviewing proofs and press checks), and are billed at a standard hourly rate.

As RM&A regularly serves clients across the country, we have worked with a number of fine printers in markets including California, Tennessee, Utah, Arizona and Minnesota, sometimes only through phone and Fedex (reviewing proofs, but not press checks). Robert's work with local printers is extensive and includes successful projects with **Carter Printing** (Richmond), **Good Printers** (Bridgewater), **Mid-Valley Press** (Verona), **Progress Plus Printing** (Lynchburg), **PrintSource** (Charlottesville), **Winchester Printers** (Winchester), and **Branner Printing** (Broadway). Robert is familiar with JMU's policies for FSC print sourcing and prepares projects specs accordingly.



Printing (CONTINUED)

EXAMPLE OF PROJECT PRINT SPECS



RobertMott&Associates

1169 Westmoreland Drive • Harrisonburg, VA 22801 • 540-290-1677

Print Specs

Project: JMU College of Science and Mathematics Brochure Packet

Date: June 3, 2020

Intro: We're in the process of creating a new comprehensive and flexible College recruiting brochure for JMU's CSM. This project contains 5 elements: a complex pocket folder plus 4 individual department 4-page brochures. Attached are the project specs. If you have any technical questions, please contact me directly at 540-290-1677. I will forward your estimates directly to the project managers at CSM for review and consideration. Thanks!

COMPONENT ONE: Pocket Folder

Qty: 1,000 – 1,500 — 2,000

Flat Size: 23.75" x 18" plus bleeds (see die cut diagram attached); converts to 9" x12" with a 6" horizontal pocket plus a half circle fold-in flap (both inside right).

Stock: 130# Chorus Silk Cover (or equivalent 30% PCW sheet); stock to handle heavy ink coverage. *Please note this project materials and processes must adhere to FSC standards*

Ink: OUTSIDE: CMYK + overall aqueous coating INSIDE: CMYK +PMS gray ink for solid coverage (perhaps double hit of gray? please advise) + overall aqueous coating

Artwork: Digital files prepared to printer's requirements (PDF + native InDesign as well as illustrator files for die cut)

Proofing: Hard color proofs with overlays + onsite press check by designer and CSM Director of Communications

Finishing: Scoring, diecutting and fold; Box convenient carton for delivery to client (JMU CSM). 10 samples to designer.

Timeframe: Please indicate the time required for this project from receipt of artwork to final delivery.

Questions: Please contact Robert Mott at 540-290-1677 or email robert@robertmottdesigns.com with any technical questions regarding these specs or the project. Visual diagrams start next page.

When warranted, RM&A will travel to the printer for *local* press checks at no charge to JMU. Should a large project printing in Winchester, Lynchburg, Richmond or other out of area printer request or require designer's presence at a press check, RM&A will submit a separate estimate for the travel and time costs for Robert to attend the press check. RM&A understands that these supplemental costs *must be approved by JMU in writing before* execution and billing.



Sample Submission

Submitting Printed and Electronic Samples (Section IV: D12-13)

Upon completion of a printed project, RM&A will ensure the delivery of one or more (1+) printed samples within 5 business days to Carolyn Windmiller at UCM, either directly from the printer via local delivery (at no cost to JMU), or in-person or postal delivery from RM&A's office.

When online/electronic projects are completed, RM&A will email windmicm@jmu.edu within 5 business days, providing links to the website or to the cloud (e.g. Dropbox) depending on the nature of the deliverable that JMU receives from RM&A.

Explanation of Project Coordination/Meetings

This is to confirm and explain that **initial project meetings** — in order to ascertain the scope of the project so that we can present an estimate of costs and a project proposal, and the presentation thereof to the University — **are at no cost to the University**.

In some cases, our consulting and creative work requires onsite meetings, telephone interviews or video-conferences in order to accomplish the work we have been contracted to perform.

One example is scouting locations for photo shoots that we will be art directing and supervising. Walking the campus and reviewing specific locations with the JMU client and/or a photographer in advance of a photo shoot is the most cost-effective method of planning the upcoming expense of a day of shooting.

Another example is meeting with JMU faculty or staff to interview them for developing content (copy and concepts) for the work we are creating. This has happened both on-site and over the phone. We might schedule a 30- or 60-minute phone interview to discuss the salient content points to be included in the copy for a brochure.

Another example is time spent meeting with the client at JMU to review printing proofs or off-site to conduct press checks.

Another example is presenting and conducting research. In the case of the re-branding on the JMU College of Business, we conducted a number of in-person, one-hour presentations to faculty, alumni and business leaders to have them complete surveys (gathering data) that we used to analyze and create a strategy report. In this same project, we conducted similar interviews over the phone. Upon completion of the analysis, RM&A made an in-person presentation to the Dean to discuss our findings and recommendations.

These are all examples of what RM&A deems as “billable meetings”.



Pricing (Section X)

Method of Payment (Section IV: D14-15, and Section IX)

RM&A submits invoices upon completion of either the entire project or upon completion of project milestones, as delineated in the estimate for long-term, multi-month projects (e.g., JMU Orientation's *One Book*, which starts in October and typically completes in March. RM&A typically bills in three milestones for a project such as this: Nov., Jan. and finish.)

RM&A has established direct deposit payments from JMU, which have historically taken 25-30 days to process.

RM&A, does not have a direct VISA card processing through Atlantic Union Bank, but rather utilizes Paypal to send electronic invoices to JMU clients (and others) who prefer to pay by corporate credit card. This protects both JMU and RM&A as we not privy to or able to store any JMU credit card numbers. There are no card fees or additional processing percentages added to our invoices, rather RM&A appreciates the benefit early payment by Paypal affords to our SWaM micro-business cash flow. Just as RM&A pays out 1% of all contract invoices to eVA, we absorb the credit card charges on our end as "cost of doing business".

Robert Mott & Associates' fees are comprised of:

- **Creative Fees** (concept and design fees): These are determined by the nature and scope of the project, comparatively priced as outlined in *Graphic Artists' Guild Handbook of Pricing and Ethical Guidelines*. Please note that RM&A's creative fees are often below the ranges quoted in the *Guild Handbook*, and are based upon the blended hourly labor rate.
- **Hourly Rates for Labor:** Under this RFP, RM&A's consolidated hourly rate for design, production and consulting will be \$96 per hour, billing in quarter-hour increments. Subcontracted labor (photography, copy writing, etc.) is noted under our project estimates and is based upon subcontractor's own estimates. *Please see attached Pricing Schedule on next page.*
- **Stock Imagery:** RM&A has an extensive library of fully licensed stock photos and subscribes to a number of online stock agency resources (iStockphoto.com, et al). RM&A charges a flat fee of \$20 per image for stock images it already owns and passes on the cost of stock images procured for projects based on the cost of the image to RM&A. We estimate costs for stock illustrations or photos to be considered at the time the project is estimated. These costs are not included in the "blended rate" for labor or creative services.
- **Material Costs:** RM&A bills for out-of-pocket material expenses at cost. These costs (for example high-resolution large scale color print outputs, bound proofs, and other material services that cannot be produced "in house", etc.) are included on project estimates and always approved in advance. They are not included in our blended hourly labor rate.



Pricing (Section X, CONTINUED)

Pricing Schedule

The hourly fees quoted below are used to calculate RM&A project estimates on JMU projects. The project estimate — or in some cases the client budget — are the ultimate determiner of project costs. While RM&A's hourly fees at face value may be higher than other vendors, experience has shown our rates are highly competitive when factors such as speed, efficiency, creative solutions and production quality are considered.

DESCRIPTION	RATE/HOUR*
Creative Direction	\$ 96 or flat fee
Marketing Consultation	\$ 96
Design and Production.	\$ 96
Print coordination: press checks, proof review and spec preparation	\$ 96
Templates and content for PowerPoint.	\$ 96
Web page graphics (headers, slider, ads, feature images).	\$ 96
Multimedia.	\$ 96
Project coordination	\$ 96
Editorial services: in-house writing/editing	\$ 96
Editorial services: subcontracted (depends on nature of work)	\$ 96
Photography.	subcontracted
Videography.	subcontracted
Art Direction, Image Editing, Retouching and Special Effects	\$96
Travel costs** (plus airfare/mileage, lodging and standard per diem, if required)	\$96

**Hourly rates are billed in one-quarter hour (15-minute) segments (\$24 per quarter hour)*

***For extensive multi-hour/day project-related out-of-town travel outside of VASCUPP Zone 2 and portions of Zones 3, 7 and 8, not to exceed a day rate of \$500. In our first six years as a contractor, we have not JMU billed for any travel.*



Pricing (Section X, CONTINUED)

Sales to VASCUPP Member Institutions

James Madison University 2020 (billed through June 2020).....	\$ 23,225.00
James Madison University 2019	\$ 37,990.00
James Madison University 2018	\$ 30,372.50

SBSD and SWaM Micro Certification

Company Name: Robert Mott & Associates

Certification Number: 700911

Small Certification Start Date: May 15, 2019

Micro Certification Start Date: May 15, 2019

SWaM Certification Expiration Date: May 15, 2024

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 32 Months 0

- 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 #
Furious Flower Poetry	8 yrs. 6 mo.	Cardinal House, JMU	Dr. Joanne Gabbin, 540-568-6310
Altman Dedicated Direct	23+ years	Rural Hall, NC	Shari Altman 336-969-9538
Scharenbroich & Associates	13 years	Minneapolis, MN	Mark Scharenbroich 612-802-4051
Ignite Global	7+ years	Sydney, Australia	Kim Seeling Smith US 512-333-4587
Red Newt Bikes	6+ years	Lexington, VA	Dave/Tasha Walsh 540-463-7969

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

Robert W. Mott, 1169 Westmoreland Drive, Harrisonburg, VA 22801, 540-290-1677

- 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: Robert Mott & Associates **Preparer Name: Robert W. Mott**

Date: June 17, 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: 700911 Certification date: May 15, 2019

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: 700911 Certification date: May 15, 2019

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Date Form Completed: June 17, 2020

Procurement Name and Number: **RFP # DMS-1084 JMU Graphic Designs Services**

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

Offeror / Proposer:

Robert Mott & Associates

1169 Westmoreland Drive, Harrisonburg, VA 22801

Robert Mott, 540-290-1677

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)
None					

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

RETURN OF THIS PAGE IS REQUIRED



Valuable Consideration

Valuable Contract Consideration (Section IV: D16)

RM&A appreciates its longstanding relationship as a valued creative vendor with JMU and has maintained and nurtured a number of valuable *pro bono* services with JMU. These have included the following:

- Since 2008, **Robert Mott has been providing *pro bono* design and marketing services** that tangentially benefit the JMU College of Visual and Performing Arts and the School of Music through the production of an annual workshop known as Tromblow'in (www.Tromblowin.com). Tromblow'in is a day-long workshop for trombonists of all ages held at JMU Forbes Center in January and serves as a bridge between the community (middle school through retired musicians), the college and its students, and a number of professional artists who are invited to perform and present performances or workshops. This workshop is collectively produced by Dr. Andy Lankford in the JMU School of Music, Robert Mott, and their colleagues in the professional performing ensemble *Mr. Jefferson's Bones* — which donates its annual performance revenues to pay the lion's share of expenses associated with presenting this workshop (this event is not funded by JMU), including website hosting, email marketing, printing posters, etc. Robert Mott's annual investment in this project — which is a prime recruiting tool for Dr. Lankford and potential trombone students — **currently amounts to over 75 hours per year plus** personal monetary contributions. Robert Mott plans to continue this *pro bono* service.



Continues on next page.

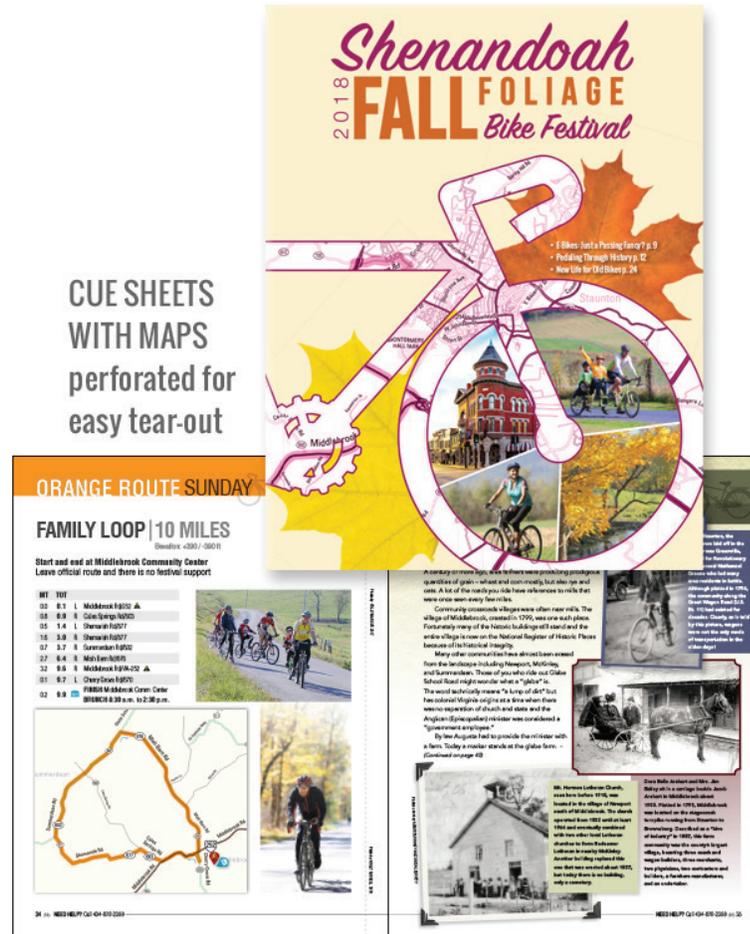


Valuable Consideration

Valuable Contract Consideration (Section IV: D16, CONTINUED)

- Since 2015, Robert Mott has served as an unpaid project mentor/art director for JMU's SADAH. Through his work as marketing coordinator/art director for the nonprofit Shenandoah Fall Foliage Bike Festival, Robert brings a 48-page Event Guide/magazine project to a class of senior graphic design students. This project begins on the first day of class and ends with a field trip press check to Progress Plus Printing in Lynchburg in early October. Over this six-week period, the students compete for the cover design and are assigned pages, stories and ads to design and produce for this magazine which reaches 800+ bicyclists from across the mid-Atlantic. Mott meets twice weekly with the class (historically taught by SADAH professors Dawn McCusker or Carissa Henriques) for group critiques and deadline milestones, and provides a detailed and unvarnished analysis (*post mortem*) of the final production files submitted by the students (i.e. every production mistake is noted and explained for the entire group to learn from, etc.). The students who participate in this process receive printed samples of the Event Guide for their portfolio and credit in the magazine. The final full-day field trip to the printer to see the Guide on press

gives the JMU students often their first visit to a full-service printing plant — touring pre-press to press room to bindery to mailing services — and serves as a demonstration on how to conduct themselves on a press check. **Mott's annual contribution of time with the JMU students is over 50 hours.** Robert Mott plans to continue this *pro bono* project as long as the SADAH professors find it a valuable independent study resource.





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	<u>15</u>
	100

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

VII. GENERAL TERMS AND CONDITIONS

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

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal

action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) 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 SBSB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm _____ Address _____ Contact Person/No. _____

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

<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)