



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5917

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

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

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

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal DMS-1084 dated June 2, 2020:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) Addendum No. One dated June 16, 2020;
- (3) The Contractor's Proposal dated July 6, 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)

Kasey Hayes

(Printed Name)

Title: Partner & CEO

PURCHASING AGENCY:

By: 

(Signature)

Dana Simmers

(Printed Name)

Title: Buyer Senior

**2/22/2021**

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1084 and the Contractor's initial response to RFP# DMS-1084, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor's Pricing Schedule is hereby replaced with the following:
  - Creative Direction - \$145/hour
  - Marketing Consultation - \$155/hour  
- \$350/hour (FINN Senior Counsel – if requested for strategic content)
  - Design and Production - \$140/hour
  - Press Checks and other quality control measures - \$140/hour
  - Preparation of templates and content for presentations - \$135/hour
  - Preparation of advertisement for print or electronic media - \$140/hour
  - Graphics for Web pages - \$135/hour
  - Multimedia - \$120/hour (including animation and video)
  - Project Management - \$120/hour
  - Editorial Services - \$135/hour
  - Photography - \$120/hour
  - Videography - \$120/hour
  - Art direction for photography shoots and image selection - \$140/hour
3. Contractor shall provide a project proposal/estimate for each project to include an itemized list detailing the services to be provided, the number of hours it will take to complete the project along with associated hourly fees, total project cost, actual date for starting work, project completion date, and contact information of the department requesting service.
4. Contractor shall not charge the university for Contractor's travel time or any additional travel expenses.
5. Contractor shall follow James Madison University's brand standards as described in the Brand Guide which can be found at: <https://www.jmu.edu/identity>. Contractor shall be responsible for keeping up-to-date of any changes to JMU's brand standards.
6. Contractor shall not require the university to sign additional order forms or agreements for work being done under this contract to include signing proposals/estimates.
7. Contractor shall not charge for project meetings and/or consultations, whether onsite at the university or off campus.
8. Contractor shall furnish all necessary labor, resources, equipment and materials as may be required to fulfill university needs and requirements. Contractor may also be required to continue project management through production and delivery of final product.
9. 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.

**2/22/2021**

10. 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.
11. Contractor hereby rescinds the following payment terms from original proposal:
  - a. 1/3 deposit
  - b. 1/3 at project midway point
  - c. 1/3 upon completion
12. Purchasing agency may or may not have prototypes, preliminary sketches and/or drawings to provide prior to the start of a graphic design project. Contractor understands that this will vary depending upon project and shall work collaboratively with the university to determine roles and responsibilities of each party prior to the project's start.
13. Contractor shall provide university a written proposal/estimate for each project within three (3) calendar days after meeting with the project manager.

Proposal/estimate shall be emailed to:

  - a. University Communication and Marketing, Carolyn Windmiller, [windmicm@jmu.edu](mailto:windmicm@jmu.edu).
  - b. Department requesting services.
14. Contractor shall not undertake any work until the following has been received by the university:
  - a. Written approval from University Communications and Marketing, Carolyn Windmiller, [windmicm@jmu.edu](mailto:windmicm@jmu.edu), authorizing the work to be performed.
  - b. A university purchase order for each project based upon the quote provided by the Contractor.
15. Contractor shall provide, at no cost to the university, project layout proofs for approval to University Communications and Marketing, Carolyn Windmiller [windmicm@jmu.edu](mailto:windmicm@jmu.edu) within ten (10) business days prior to final production.
16. Contractor shall provide, at no cost to the university, one (1) or more samples for each project to Communications and Marketing, Carolyn Windmiller within five (5) business days of delivery of final printed piece.

Printed samples shall be mailed to:

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

**2/22/2021**

Online design work:

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

17. Contractor shall be responsible for any expenses incurred caused by the contractor not receiving approval from University Communications and Marketing.
18. 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>.
19. Contractor shall receive written approval prior to press checks from JMU Communications and Marketing, Carolyn Windmiller [windmicm@jmu.edu](mailto:windmicm@jmu.edu).
20. Contractor shall receive written confirmation from the university prior to utilizing a subcontractor.
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 providing a new print order and make necessary edits, at no cost to the university.
22. Shipping costs, postage, and supplies, if applicable, will be charged to the university without markup and shall be included in the estimate provided to the university.
23. Contractor shall not bill the university charge card processing fees.
24. 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>.
25. Contractor has disclosed all potential fees. Additional charges will not be accepted.

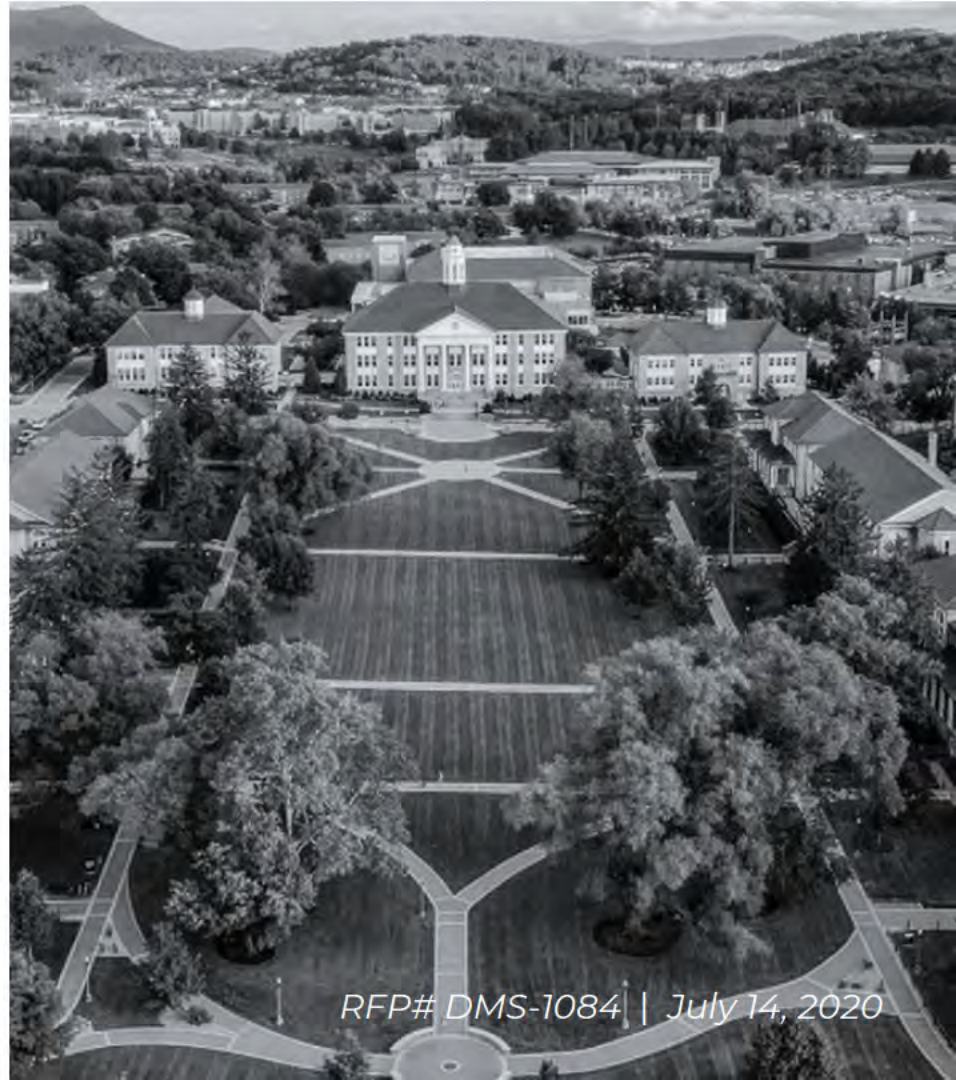


CURE

GRAPHIC DESIGN SERVICES

# James Madison University

## RFP Response



*RFP# DMS-1084 | July 14, 2020*

**Issue Date:** 06/02/2020  
**Title:** Graphic Design Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services, MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 PM on July 8, 2020 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information and Clarification Should Be Directed To: Dana Simmers, Buyer Senior, Procurement Services, [simmerdm@jmu.edu](mailto:simmerdm@jmu.edu) 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By:



(signature in ink)

CURE, Inc.

418 E. Main Street

Name: Kasey Hayes

(please print)

Richmond, VA 23219

Date: July 6, 2020

Title: Partner, Creative

Web Address: [curedesign.co](http://curedesign.co)

Phone: 804.334.3010

Email: [kasey@curedesign.co](mailto:kasey@curedesign.co)

Fax #: 510.323.7114

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 KH #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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# General

Statement of Needs IV.A.1-5

**We are a design-forward, results driven agency.** We work alongside our clients to ensure what's created 'works' and ultimately enables the end-goal.

We have a breadth of experience with organizations & institutions which have multiple stakeholders and audiences. We take great care to build consensus, add organizational value, and take into account the nuances of reaching different audiences and utilizes varied calls-to-action.

We work collaboratively to seamlessly integrate and aesthetically elevate the mission of our clients.





## GENERAL

# Working Together

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Acknowledgement of the protocol outlined in the Statement of Needs IV. A.1-4.

Our concentration on both design and strategy ensures you'll have a beautifully executed solution **and** an engaged audience.

### 1. Quality

As an agency, we approach graphic design with a holistic perspective. While we are excellent at tactical delivery, the more we know and understand the overall marketing goals of our clients, the better quality product we can deliver. We incorporate a finely tuned project management process but leave room for collaboration and innovation.

### 2. Estimate Finalization

We understand JMU reserves the right to "obtain other cost estimates prior to authorizing work", and can "request a quotation from one or more contractors with which the university has a contract." Of course, we will only begin work on a given project once selected and a P.O. is in place.

### 3. Property of JMU

We understand everything CURE would create for this contract will be the property of JMU. It is standard in our process to deliver source .ai files and a range of file types to ensure the greatest usability of designs going forward.

### 4. IP

We also understand any IP generated during the life of this contract will be the property of JMU and will be provided to JMU "in the form requested on or before the submission of an invoice for payment."

## GENERAL

# Services Utilized

- 06 Directly addressing the requested requirements for graphic design services. Based upon the Statement of Needs section IV.A.5.

Service	Description
(a) <b>Alignment with JMU Branding</b>	Our design team is well versed in utilizing existing brand guidelines to ensure consistency in the recognition of our clients. Additionally, we proactively identify opportunities to amplify brands through extensions like illustrations, animations, or stylized photography. We seek to enhance each brand we touch by infusing new energy and a fresh perspective. We also have a CURE team member who was previously employed by the JMU recruitment marketing staff and hence has direct experience with JMU's brand standards. (See page 62-63 for more information.)
(b) <b>Marketing Consultation</b>	We often work closely with clients to first build their complete marketing strategy. Out of this work together we identify which 'tools' need to be created or refined, from core messaging and web design, to advertisements and collateral. For this particular project, we have invited our friends from the higher ed practice of FINN Partners to consult on messaging and content development as needed. We believe FINN's experience with 50+ universities worldwide can add an extremely beneficial perspective to the positioning and voice of JMU. (See pages 39-42, 46-48, for additional information on FINN Partners.)
(c) <b>Design &amp; Production</b>	Our design and production services relevant to this RFP include: art direction, social content & assets, presentation design, copywriting, collateral design (including infographics), email campaign design, signage and environmental graphics, UI/UX, and video & photography. We work closely with clients to ensure we are creating efficiency in their budget by utilizing the appropriate service for the desired result.
(d) <b>Press Checks &amp; QC</b>	To guarantee a quality outcome for our clients, we implement on-site press checks of any printed materials. We ensure the colors, fonts, paper stock, images, pagination, trapping, and registration are correct before finalizing the print run. For digital projects we have developed a set of internal QC guidelines which encompass editorial, design, and functionality checks on desktop and mobile.



## GENERAL

# Services Utilized

- 07 Directly addressing the requested requirements for graphic design services. Based upon the Statement of Needs section IV.A.5.

Service	Description
(e) <b>Presentation Prep</b>	We pride ourselves on thoughtful and well-packaged communications. This includes presentations on behalf of our clients. We have completed multiple branding projects which have included the development of a presentation design. We also regularly create pitch decks and status update presentations for our clients. These include custom layouts, infographics, charts and graphs, and stylized quotes. Our experience includes Keynote, Prezi, Google Slides, and PowerPoint.
(f) <b>Advertising Design</b>	Our advertising services include concepting and design, to placement recommendations and monitoring. We are diligent to create a clear call-to-action in each advertising piece we create. We are thorough in the consideration of specs, placement, tone, and audience. Our team has worked together to conceptualize and create ads placed in leading national publications, billboards along I-95's northeast corridor, and in New York's Times Square.
(g) <b>Graphics for Web Pages</b>	We typically develop and design websites using Wordpress or Drupal, however much of our understanding can be easily applied to Cascade CMS. We can create standout graphics within the templated brand parameters of your system. Additionally as mentioned in section (a) Alignment with JMU Branding, we have a CURE team member who was previously employed by JMU and has been trained on Cascade CMS.
(h) <b>Multimedia</b>	CURE has helped bring many brands to life through animation and video. We've worked to storyboard, iterate, and craft campaigns that build awareness and drive engagement. See (l) Photography & Videography on the next page for process flow.

## GENERAL

# Services Utilized

- 08 Directly addressing the requested requirements for graphic design services. Based upon the Statement of Needs section IV.A.5.

Service	Description
(i) <b>Overall Coordination of Quality &amp; Consistency</b>	In addition to the information outlined in section (d) Press Checks & QC, we ensure consistency through internal agency communication and personnel allocation. All project updates and requests from clients are integrated into our interoffice messaging platform and are viewable by all team members assigned to a given account. We also have a flowchart communication process we share with clients at project kickoff which includes POCs, expectations for edit rounds, the process for requesting changes, and other communication best practices.
(j) <b>Project Management</b>	Following initial project kickoff, we recommend bi-weekly meetings to enable a regular check-in cadence and continued collaboration. Your account contact will be responsible for identifying distribution lists for all major communications (status reports, meeting agendas, issue log, action log, decision log, etc.). We leverage a number of communication tools to ensure all project stakeholders are aware of the project process. We utilize Monday as our internal project management system and authorize a shared view for each client, however we are open to track projects utilizing a different method if a preferred system is already in place.
(k) <b>Editorial Services</b>	We have in-house copywriting, proofreading, and copyediting services but are also open to collaborate with an independent contractor based on JMU's preference.
(l) <b>Photography &amp; Videography</b>	We have in-house resources and but work with other preferred vendors pending the size of a project. Our services include concept storyboarding or shot list development; pre-production and scouting; production - on site filming and also animation; and post-production editing, color correcting, and audio mixing.

# References

Statement of Needs IV.B



## REFERENCES

# Clients

- 10 List based upon request in  
Statement of Needs IV.B.

### **Tracy Baskerville**

*Communications Director*

#### **Baltimore Office of Promotion & the Arts**

Baltimore, MD | [tbaskerville@promotionandarts.org](mailto:tbaskerville@promotionandarts.org) | 443.263.4310

### **Manny Gato**

*Director of Global Sales & Marketing*

#### **EAM Worldwide**

Dubai, UAE / Miami, FL | [manny.gato@eamwww.com](mailto:manny.gato@eamwww.com) | +971.50.468.9361

### **Skip Ferebee**

*Vice President of Marketing & Communications*

#### **Peninsula Metropolitan YMCA**

Newport News, VA | [skip.ferebee@peninsulaymca.org](mailto:skip.ferebee@peninsulaymca.org) | 757.869.4107



# Work Samples

Statement of Needs IV.C

In this section you will find a variety of design implementations, both print and digital — completed in the past two years.

Highlights of our work can be found in this section with accompanying explanations. The following four items can also be found as print samples in the envelope marked 'original' in the proposal package for this RFP:

- **Annual Report** Legal Aid & Justice
- **Brochure** Palmer College of Chiropractic
- **Sponsorship Deck** Pocahontas Reframed
- **Brochure & Postcard** Peninsula YMCA



SAMPLES

# Legal Aid & Justice Center

The Legal Aid Justice Center is a Virginia based non-profit organization that provides legal services and advocacy to low-income individuals. We were tasked with creating their annual report to tell the visual story of their mission to achieve justice.



**2020 Platinum Award Winner**  
Annual Report

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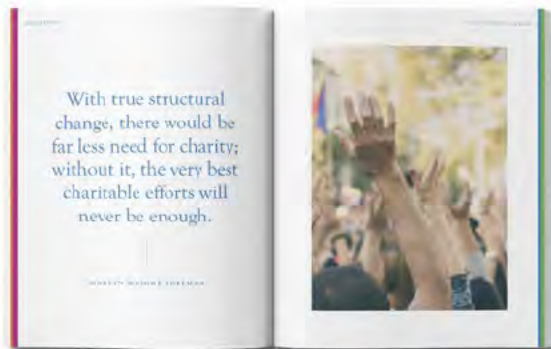


## SAMPLES

# Legal Aid & Justice Center

We expanded upon the four impact areas—individual, local, statewide, and national—by giving each its own solid color that was used for all text and overlays. We also utilized vertical color bars to visually depict the momentum of each impact area building upon the next.

 **LEGAL AID  
JUSTICE CENTER**



## PRINT INFO

# Legal Aid & Justice Center

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We work with our print shop to conduct extensive proof rounds to ensure all brand colors are accurate and vibrant.

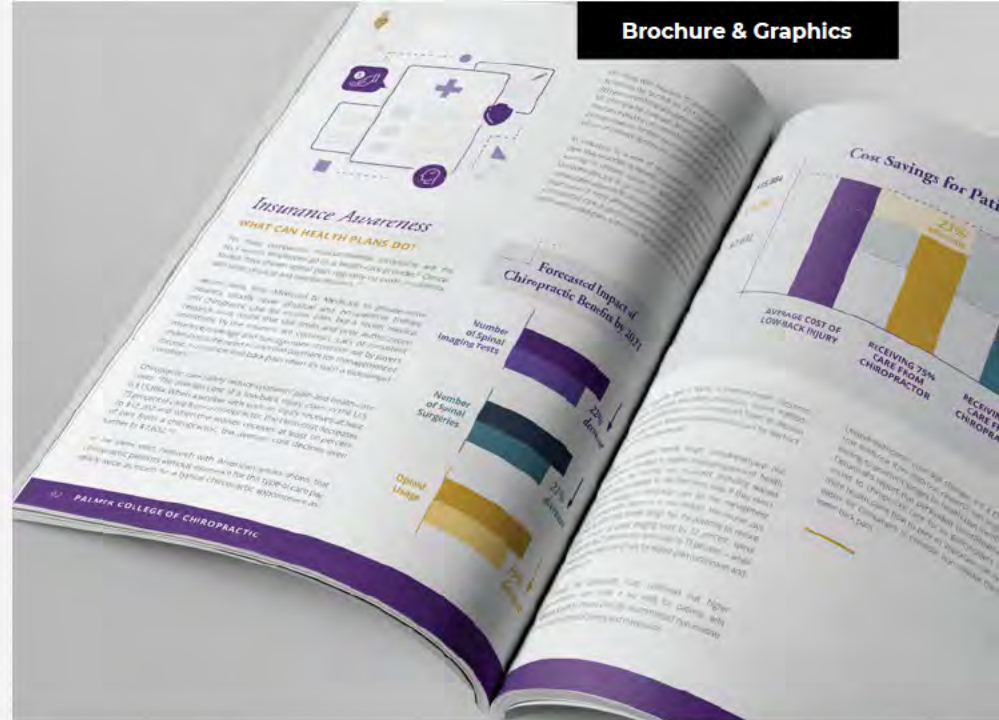
<b>Size</b>	8.5x11 Folded	
<b>Pages</b>	44 pages, 4/4 Double-sided	
<b>Paper Stock</b>	COVER: 100# gloss cover TEXT: 80# gloss text	
<b>Finish</b>	Saddle-stitch Binding <i>Duplo system 3500</i>	
<b>Price / Qty</b>	100 <i>Xerox iGen 5</i>	\$1,125
	10,000 <i>Komori H-UV Perfecting Press</i>	\$11,750

## SAMPLES

# Palmer College of Chiropractic

CURE worked with Palmer to help them visually simplify complex data surrounding Chiropractic care for their multi-page brochure. Section infographics (*below*) were created to make the information easily understandable for the general public, as well as provide the client with smaller graphics to pull out for social media.

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## SAMPLES

# Palmer College of Chiropractic

This project is an example of our ongoing and effective collaboration with FINN Partners on a multitude of clients. FINN created the white paper content which served a content base for this brochure. We were able to decipher the most impactful information to visually bring the message of chiropractic care to life. We determined and designed which aspects could be emphasized with infographics, photos, graphs, and pullout quotes.



## PRINT INFO

# Palmer Chiropractic

17

We work with our print shop to conduct extensive proof rounds to ensure all brand colors are accurate and vibrant.

<b>Size</b>	8.5x11 Folded	
<b>Pages</b>	24, 4/4 Double-sided	
<b>Paper Stock</b>	COVER: 100# satin cover TEXT: 100# satin text	
<b>Finish</b>	Saddle-stitch Binding <i>Duplo system 3500</i>	
<b>Price / Qty</b>	10 <i>Xerox iGen 5</i>	\$100
	1,000 <i>Komori H-UV Perfecting Press</i>	\$3,670
	10,000 <i>Komori H-UV Perfecting Press</i>	\$9,400

## SAMPLES

# Pocahontas Reframed

VIRGINIA IS FOR  
FILM LOVERS  
VIRGINIA FILM OFFICE

As the agency for this Native American film festival, we seek to develop a cohesive and recognizable visual identity, which is carried through the festival's associated print collateral and digital presence. This includes their sponsorship pitch deck (below) currently being utilized for fundraising purposes.

The festival has previously generated 1 million press and social media impressions and draws 1,200+ attendees per year. Coverage has been received by a variety of publications including *Whurk Magazine*, *Style Weekly*, the *Richmond Times-Dispatch*, *Richmond Mag*, and *RVA Mag*. The festival has attracted \$200,000 in sponsorship funds and partners with Virginia Is For Film Lovers and the Virginia Museum of Fine Arts.

*The festival has previously been held at the Byrd Theatre, but this year will take place at the VMFA.*

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## ABOUT THE FESTIVAL

### REFRAMING NATIVE AMERICAN LIFE AND EXPERIENCE THROUGH FILM

Reframing Native American life and experience through film is a mission that Pocahontas Reframed has taken on. The festival is a celebration of the rich and diverse cultures of Native Americans, and a platform for their voices to be heard. The festival is a celebration of the rich and diverse cultures of Native Americans, and a platform for their voices to be heard.

Native Americans are a rich and diverse group of people, and their stories are worth telling. The festival is a celebration of the rich and diverse cultures of Native Americans, and a platform for their voices to be heard. The festival is a celebration of the rich and diverse cultures of Native Americans, and a platform for their voices to be heard.

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## POCAHONTAS REFRAMED



## SPONSORSHIP LEVELS

### SUPPORTING SPONSOR

### LEADING SPONSOR

### STAR SPONSOR

### PREMIERE SPONSOR

## POCAHONTAS REFRAMED

### CREATIVE OPPORTUNITIES

**Filmakers Program Sponsor**  
Corporate sponsors can benefit from a Native American filmmaker's perspective on the festival's success.

**Talent Sponsor**  
Sponsor the festival's talent and provide a platform for their voices.

**Panel Sponsor**  
Sponsor the festival's panel discussions and provide a platform for their voices.



## SAMPLES

# Pocahontas Reframed

**HIGHLIGHTS**

**HOSTILES**

**RUMBLE**

**BEYOND THE MOUNTAINS**

**FLAIA**

**ABOUT**  
Pocahontas Reframed comes to bring together artists, authors, filmmakers, and actors willing to share, teach, and explore their creativity and history. The festival includes Native American affiliated films and recently released films that have been official selections of world renowned festivals including the Sundance Film Festival, the American Indian Film Festival (Paiute), and the Toronto International Film Festival.

**PREVIOUS ATTENDEES**

MICHAEL MORSE actor	EMILIA PERCIE costume designer
SAM BEVERMAN actor	GARY EYRE director
NEERU WILLIAM CLEWY producer/director	TEODORO CARLACUAS director
CARY MORIN actor	DARLENE NARFOLKE director

**SPONSORSHIP LEVELS**

**\$15,000 PREMIERE SPONSOR**  
IN ADDITION TO THE STAR SPONSOR BENEFITS  
ONLY TWO AVAILABLE

**Tickets**  
20 VIP tickets in total (includes access to special events and 1014 Reception \$500 value each)

**Comprehensive Logo Placement**  
Integration in all marketing materials

**Press**  
Integration in press release

**Speaking**  
Opportunity for company representative to share a 10-minute presentation

**VIP Dinner**  
10 dinner dinner with filmmakers, actors and festival organizers

**Festival Program**  
Dedicated full page of poster \$5,000 distributed by VIP weekly prior to festival

**Social Media**  
10 total mentions on all platforms: Facebook, Instagram and Twitter

**VMFA Reception Integration**  
Official name integration - i.e. reception made possible by [company name]  
Option to display materials at VMFA launch reception  
Dedicated step-and-repeat  
Opportunity for company representative to speak at part of program

FOURTH ANNUAL

POCAHONTAS REFRAMED  
"STORYTELLERS"  
FILM FESTIVAL

NOVEMBER 20-22, 2020  
THE LESLIE CHEEK THEATER AT VMFA | RICHMOND, VA

POCAHONTASREFRAMED.COM | @PRSFILMFEST

FOURTH ANNUAL

REFRAMING THROUGH FILM

Representation matters. It matters because it impacts how we interact with our fellow Americans, the way that we educate our children, and it shapes our path forward as a democracy.

Storytelling and film making have suffered from a lack of representation of important groups that influenced American democracy, notably Native Americans. Native culture is rich, steeped in history, and multifaceted, yet mainstream films do not often capture this nuance.

Please join us this **November 20-22, 2020** for the Pocahontas Reframed "Storytellers" Film Festival at **The Leslie Cheek Theater at Virginia Museum of Fine Arts** to honor the contributions of Native Americans and reinvigorate conversations about telling stories of indigenous life. There will be 20+ Films by and about Native Americans, including several VA and East Coast Premieres!

POCAHONTASREFRAMED.COM

PRINT INFO

# Pocahontas Reframed

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We work with our print shop to conduct extensive proof rounds to ensure all brand colors are accurate and vibrant.

Size	8.5x14 Flat	
Pages	9, 4/4 Single-sided	
Paper Stock	COVER: 80# satin cover TEXT: 80# satin text	
Finish	Spiral Coil Bind Back Cover	
Price / Qty	20 <i>Xerox iGen 5</i>	\$145
	1,000 <i>Komori H-UV Perfecting Press</i>	\$2,500

## SAMPLES

# Baltimore Office of Promotion and the Arts

(BOPA)

The CURE team provided full branding services, collateral design, advertising, and website development services for this Baltimore based community non-profit. BOPA is focused on bringing the city together through the arts and is responsible for Baltimore's largest festivals, farmer's markets, art grants, and public art.

In 2019, we working closely with BOPA to create a new combined festival (Nov. 1-10) which received over 300,000 attendees. This event fused the 25-year-running Baltimore Book Festival, and the wildly popular Light City Festival. We implemented the brand across social media, print collateral, a video reel, and website.

**BALTIMORE**  
OFFICE OF PROMOTION & THE ARTS  
Arts • Events • Film

 **The Communicator Awards**

**2020 Award of Excellence**  
Integrated Campaign



BRILLIANT  
BALTIMORE

## THE COLORS











BRAND GUIDELINE

BRILLIANTBALTIMORE.COM

## COLOR VALUES

Color can help convey messaging, mood, and brand consistency much faster and more efficiently than any other brand element. The colors of Brilliant Baltimore are vibrant and fun, with many different ways to utilize them within gradients and graphic elements.

To the right are the six primary brand colors with their respective hex, CMYK, and RGB values for web and their CMYK values for print, as well as the main gradient for the brand. 90, 60, and 40% of the solid color values may also be used if necessary.

PINK		<b>PINK</b> #FF00FF CMYK: 7, 99, 7, 0 RGB: 255, 0, 255		<b>DARK BLUE</b> #000080 CMYK: 100, 97, 7, 10 RGB: 0, 0, 128
PURPLE		<b>PURPLE</b> #800080 CMYK: 88, 10, 0, 0 RGB: 128, 0, 128		<b>LIGHT BLUE</b> #00BFFF CMYK: 88, 10, 0, 0 RGB: 0, 188, 255
DARK BLUE		<b>DARK BLUE</b> #000080 CMYK: 100, 97, 7, 10 RGB: 0, 0, 128		<b>LIGHT GREEN</b> #90EE90 CMYK: 86, 17, 100, 0 RGB: 144, 233, 144
LIGHT BLUE		<b>LIGHT BLUE</b> #00BFFF CMYK: 88, 10, 0, 0 RGB: 0, 188, 255		<b>DARK GREEN</b> #008000 CMYK: 79, 7, 100, 1 RGB: 0, 128, 0
LIGHT GREEN		<b>LIGHT GREEN</b> #90EE90 CMYK: 86, 17, 100, 0 RGB: 144, 233, 144		<b>DARK GREEN</b> #008000 CMYK: 79, 7, 100, 1 RGB: 0, 128, 0



## SAMPLES

# Baltimore Office of Promotion and the Arts

The advertising campaign was completed in conjunction with Visit Baltimore and their various partner agencies. Buys and reach include a :15 sec cinema buy in major Baltimore theatres, digital billboards on prominent highways including I-95, social media targeting millennials and families living in the Baltimore metro, surrounding counties, as well as DC & Philly DMAs, and full page print ads in *Washingtonian Magazine* and *Philadelphia Magazine*.



WASHINGTONIAN

Philadelphia  
MAGAZINE



Visit **Baltimore**



SAMPLES

# Baltimore Office of Promotion and the Arts



## 15 Second “Hype” Reel

Played in over 165  
Baltimore area movie  
theaters throughout  
October 2019

+ [WATCH VIDEO](#)



## SAMPLES

# Baltimore Office of Promotion and the Arts

Post establishing a look across print and social media, we built upon our aesthetic guidelines and extended the Brilliant Baltimore brand across the design of a new website.

24

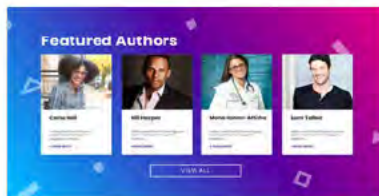
We combined two previous festival websites under the new brand umbrella, taking into account previous site engagement by page. As a result of our data driven design approach, the combined festival websites garnered a higher traffic volume from the previously separate festival websites as well as increased the total number of high ranking keywords that both sites had received.



Something for Everyone

## Featured Events

### Disco Bug



## Our sponsors



Brilliant Baltimore

## Illuminate Your Night at Light City


[brilliantbaltimore.com](http://brilliantbaltimore.com)


## Featured Authors

### Carla Hall



## Schedule Highlights

### BOOK

#### Literary Salon

### CULINARY

#### Chef Author Panel





## SAMPLES

# The Peninsula Metropolitan YMCA

CURE was presented with the opportunity to enhance recruitment for summer camp season. Working directly with the regional corporate office, we identified the most effective collateral and content pieces needed to reach the primary demo - young mothers.



## Brochures (parks & recreation)



2020 Gold Award Winner  
Print Brochure

Rather than utilizing typical camp activity photos, we took a discovery / space approach to the creative which was implemented across postcards, brochures, and social media videos. This perspective emphasizes one of the Y's biggest differentiators. Unlike other summer camps, interests discovered during the summer can be nurtured at the Y all year round, encouraging families to become repeat customers through membership.



## PRINT INFO

# The Peninsula Metropolitan YMCA

### *Program Brochure*

26

We work with our print shop to conduct extensive proof rounds to ensure all brand colors are accurate and vibrant.

<b>Size</b>	11x13.5 Flat	
<b>Pages</b>	1, 4/4 Double-sided	
<b>Paper Stock</b>	100# satin cover	
<b>Finish</b>	Tri-fold	
<b>Price / Qty</b>	10 <i>Xerox iGen 5</i>	\$67
	1,000 <i>Xerox iGen 5</i>	\$550
	10,000 <i>Komori H-UV Perfecting Press</i>	\$3,055

## PRINT INFO

# The Peninsula Metropolitan YMCA

### *Promotional Mailer*

27

We work with our print shop to conduct extensive proof rounds to ensure all brand colors are accurate and vibrant.

<b>Size</b>	6x11 Flat	
<b>Pages</b>	1, 4/4 Double-sided	
<b>Paper Stock</b>	100# satin cover	
<b>Price / Qty</b>	10 <i>Xerox iGen 5</i>	\$50
	1,000 <i>Xerox iGen 5</i>	\$525
	10,000 <i>Komori H-UV Perfecting Press</i>	\$1,632

## SAMPLES

# Massanutten Resort

Massanutten guests previously often had trouble navigating the 6,000 acre property and the staff struggled to communicate a massive list of amenities and activities available on any given day. The CURE team partnered with Fuel Digital and Massanutten to design the UI of a mobile application dedicated to effectively disseminating information, driving sales, and supporting customer service. The app went live in January of 2020 on both iOS and Android markets.

To the right is the digital design system created for the mobile application and the home screen design.

## App Style Guide



### App Icon + Logos



### Colors

#### Primary Colors



Navy  
#002060



Orange  
#FF6600



Light Gray  
#A9A9A9



Light Blue  
#66B2FF

#### Secondary Colors



Green  
#008000



Teal  
#008080



Dark Gray  
#444444



Light Teal  
#66CCCC



Gold  
#FFCC00



Light Green  
#99CC66

### Primary Typography

#### Montserrat

Aa

Aa

Aa

Aa

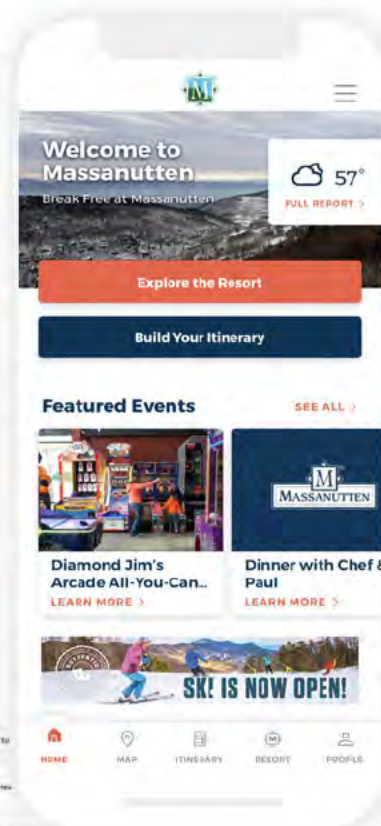
Regular

Medium

Semibold

Bold

Type	Style	Size/Weight	Weight	Spacing	Color	Use
H1	Success!	28 pt / 28 pt	Bold	0	#000000 / #FFFFFF	Large UI
H2	Let's Get Your Resort Home for your stay	22 pt / 27 pt	Bold	0	#000000 / #FFFFFF	Page Hero
H3	By Profile	18 pt / 21 pt	Semibold	0	#000000	Top Nav Heading
H4	Massanutten Resort (underlined)	14 pt / 15 pt	Semibold	0	#000000	Form Labels



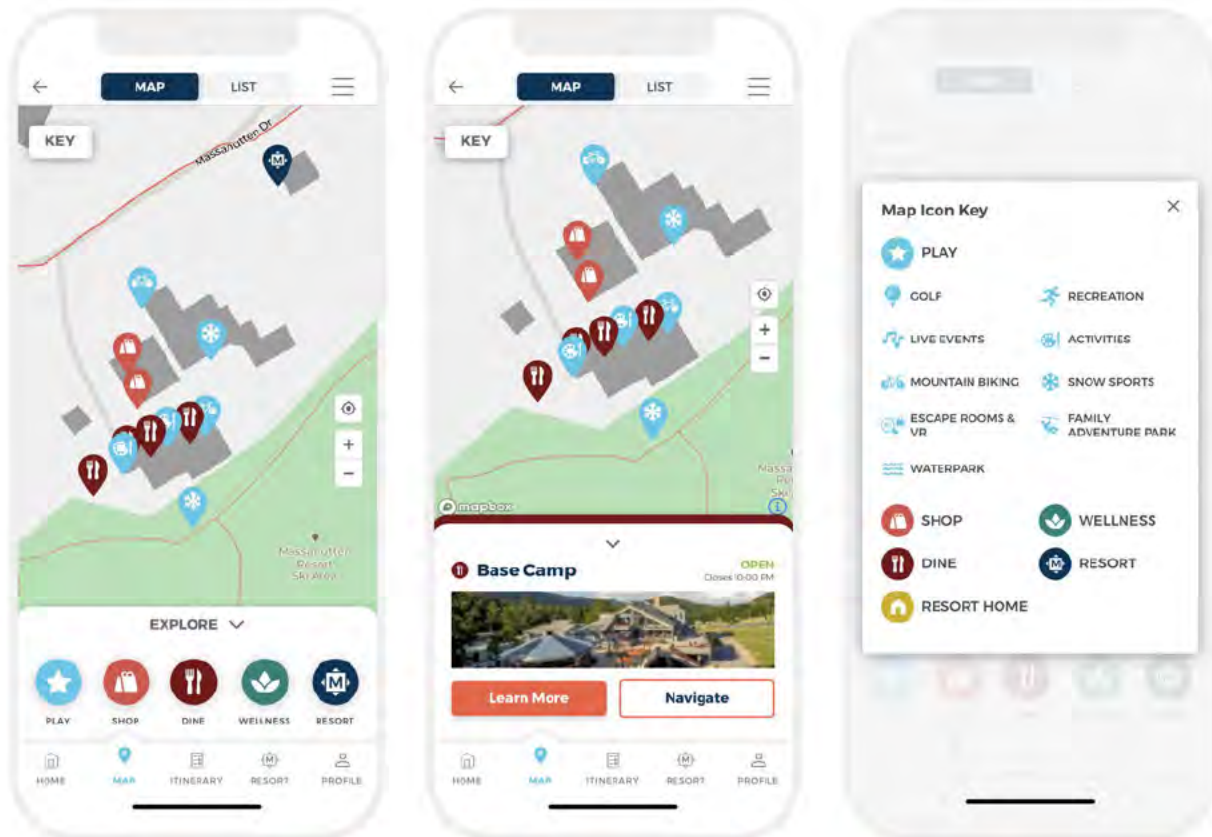


## SAMPLES

# Massanutten Resort

29

To help guests navigate to and learn more about the various activities and destinations on the resort, we designed a custom map style and an easy to understand full icon system (*below*) that paired well with the overall brand within the app and in signage around the resort.

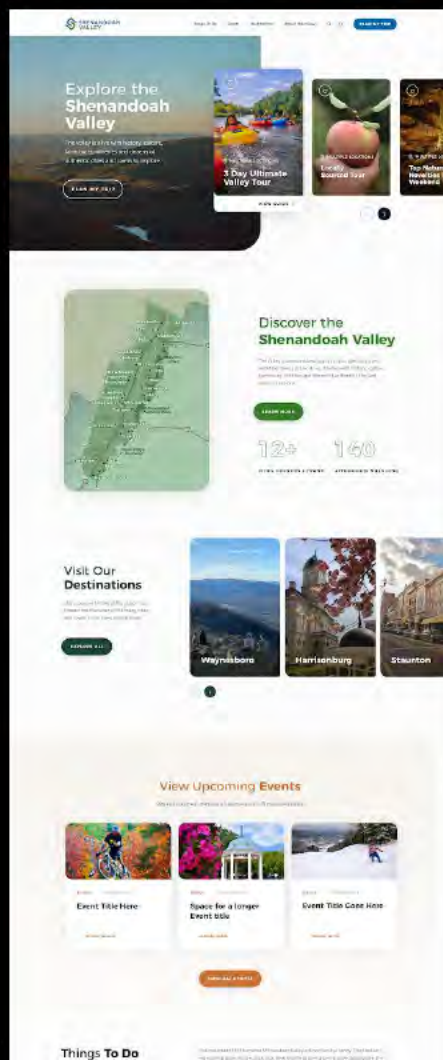


## SAMPLES

# Virginia's Shenandoah Valley

We are currently designing a new website (not yet live) for the Shenandoah Valley Tourism Partnership (SVTP) to create a user experience that brings visitors to the area, showcases upcoming events, and highlights attractions throughout the Valley.

Custom destination guides provide the ability for users to save trip ideas to a personalized portal and share with friends or family while planning a trip to the region.



## Things To Do



## Popular Valley Guides



## Follow Along On Instagram

Follow us on Instagram to see the latest photos and videos from the Shenandoah Valley Tourism Partnership.

One of the Most Popular Getaway Destinations in Virginia

Visit us today

## Elevated Eats in the Valley

Discover More

Discover More

Discover More



A vibrant dish of salmon, avocado, and various garnishes, presented in a modern and artistic way. The dish is served on a white plate, and the background is a soft, out-of-focus image of a restaurant interior.

Brunch  
Joshua Wilton House

**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

Stay of the Day

**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

## Eat at Zynodaa



**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

Locally Sourced

**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

## Stop by Aioli

01

**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

## Aioli

02



**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

Discover More

**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

Stay:  
The Jackson Hotel

04



**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

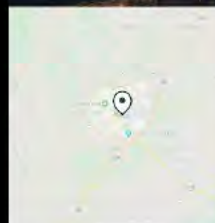
Explore More of  
What You Love

Discover More



Discover More

## Explore Staunton

[Visit Staunton VA](#)
[Get Directions](#)
About  
Staunton

DISCOVER STAUNTON, VIRGINIA

Staunton is a historic city in the heart of the Shenandoah Valley. It is known for its beautiful architecture, rich history, and vibrant culture. The city is home to many historic landmarks, including the Shenandoah Valley Museum and the Shenandoah Valley Historical Society.

Discover More

Staunton  
Highlights

Discover the highlights of Staunton, Virginia, including its historic architecture, rich history, and vibrant culture. The city is home to many historic landmarks, including the Shenandoah Valley Museum and the Shenandoah Valley Historical Society.

Discover the highlights of Staunton, Virginia, including its historic architecture, rich history, and vibrant culture. The city is home to many historic landmarks, including the Shenandoah Valley Museum and the Shenandoah Valley Historical Society.

Discover More



## Staunton Guides

Discover the highlights of Staunton, Virginia, including its historic architecture, rich history, and vibrant culture. The city is home to many historic landmarks, including the Shenandoah Valley Museum and the Shenandoah Valley Historical Society.

Discover More



Discover More



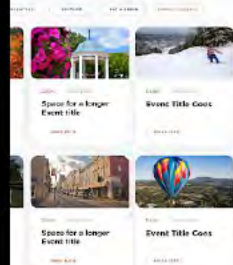
Discover More



Discover More

## Upcoming Events

Discover the highlights of Staunton, Virginia, including its historic architecture, rich history, and vibrant culture. The city is home to many historic landmarks, including the Shenandoah Valley Museum and the Shenandoah Valley Historical Society.



**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.



**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.

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**Discover More**  
A large, ornate, two-story house with a prominent porch and a central tower. The house is surrounded by lush greenery and a well-manicured lawn. The architecture is a blend of Victorian and Colonial styles.



## SAMPLES

## En+ Group

CURE created campaign concepts for En+ Group, a global corp. with the world's largest independent hydropower generator, and a range of visually stimulating Twitter graphics with the intent to engage an international audience and facilitate a global conversation around sustainability and the reduction of carbon emissions.





## SAMPLES

## EESI

(Environmental & Energy  
Study Institute)

We engaged with this DC-based Institute to message an available electrification loan which both incentivizes energy efficiency and reduces the cost of electricity. Our primary messaging targets were rural electricity co-ops and their corresponding congressional representatives. We created a new suite of collateral including a program one-pager, legislative pamphlet, email blast and presentation templates, as well as user testimonial videos.



I know about this program, and have been promoting this program, but to see it laid out so nicely, colorful, and hitting on the key points is excellent. This is very useful!"

EESI Consultant Team

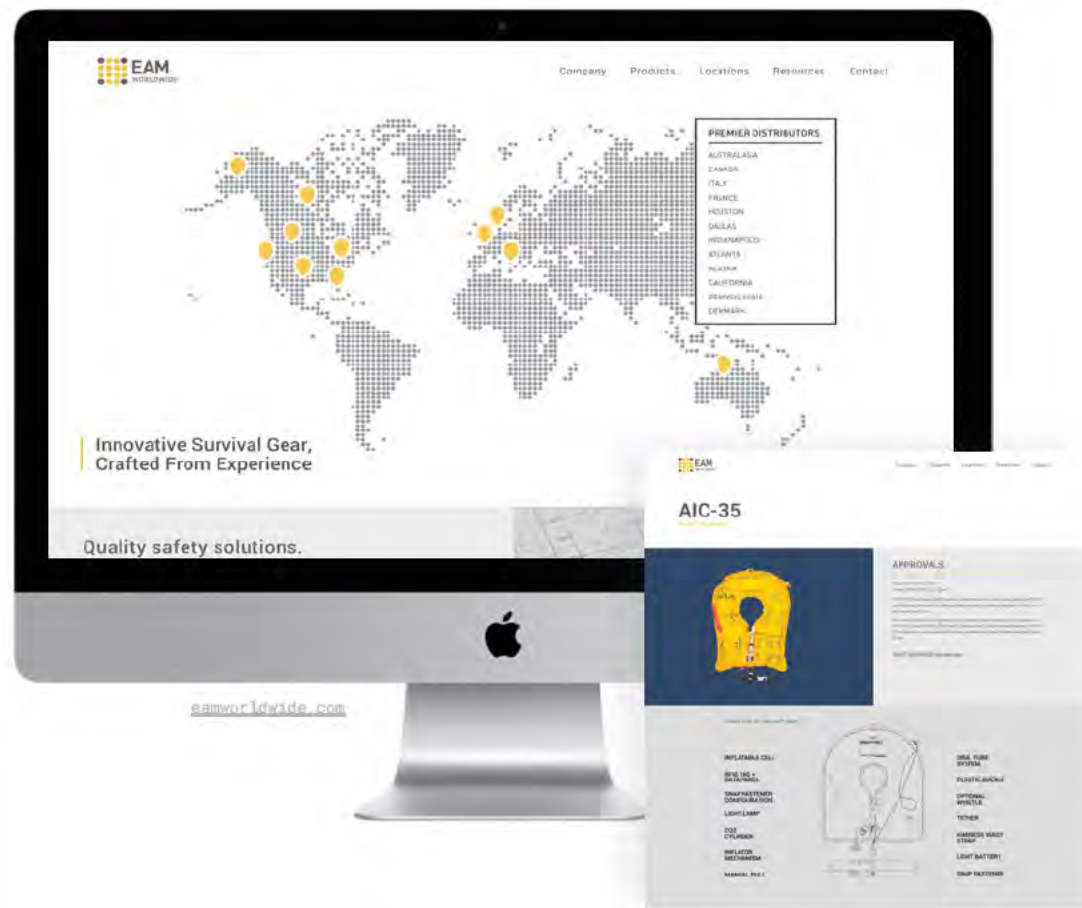
## SAMPLES

# EAM Worldwide

We act as the external marketing department for the global leader in the manufacturing of aviation safety equipment. Our work for EAM includes website development, branding and art direction, app development, and support at worldwide trade shows.

34

When we redeveloped the EAM Worldwide main site, we took into account the company's legacy history as well as wanting to have the site stand out in the ever growing aviation marketplace. From a technical perspective, we were tasked in the syncing of all product data within the site to EAM's internal engineering records located in Miami & Dubai in order to stay compliant with FAA standards. We created a system that allows EAM staff full access to push product specs automatically as well ensure inspection grade standards are being upheld.

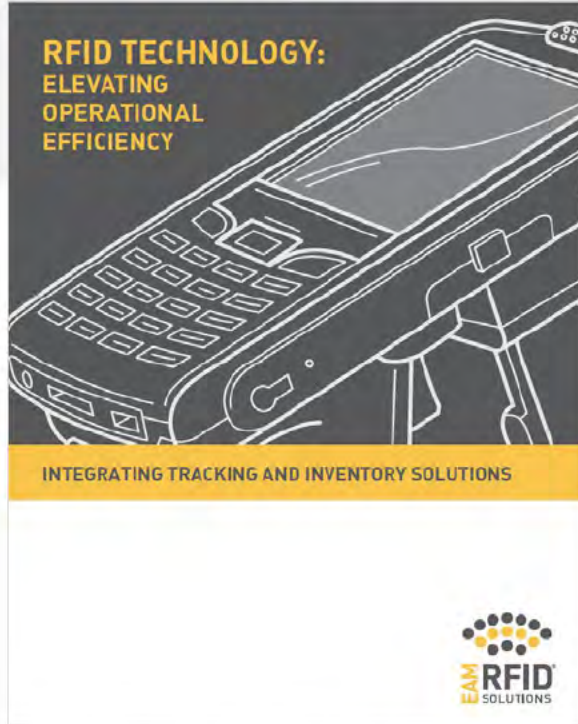




SAMPLES

# EAM Worldwide

35



BROCHURES | BUSINESS CARDS | PHOTOGRAPHY ART DIRECTION

SAMPLES

# EAM Worldwide

36



EAM STAND IN HAMBURG, GERMANY AT AIRCRAFT INTERIORS EXPO



UNDERSTANDING THE  
Student Loan Crisis

The federal government holds around

**\$1.4 Trillion**

in student loan debt

**70%**of those who participated in the survey  
have or know someone with student debt**MORE THAN HALF**

worry about it a for a significant amount of time

**THE  
FACT IS****92% OF DEBT IS FROM  
THE FEDERAL GOVERNMENT**Federal loans have a double digit  
default rate, while private loans have  
a scant default rate of less than 2%LET'S CALL THIS  
WHAT IT IS  
**THE FEDERAL  
STUDENT  
LOAN CRISIS****1 IN 5**Federal student  
borrowers is  
seriously delinquent  
or in default**MORE  
THAN 85% BELIEVE**loans should offer borrowers options  
private loans are customizable and  
a responsible alternative**FEDERAL LOANS**  
one size fits all**VS****PRIVATE MARKET**  
individually tailored**PERSONAL LOAN DISCLOSURES****90% SUPPORT**

- borrowers receiving disclosures detailing costs and terms before taking out loans
- such disclosures should always provide specific monthly payment amounts

Federal lending to parents has  
**TRIPLED**  
during the last 25 years**85%**are concerned that parents  
can take out federal student  
loans without considering  
their ability to repay them**SENTIMENT ON  
LOAN CAPS****60%**support federal loans going to  
those with the most need, the  
private market serving the rest**84%**support capping federal loans at a  
reasonable amount that enables access  
to education but prevents overborrowing

The data is from a 2019 Consumer Bankers Association survey of 1,000 Americans.

## SAMPLES

**Consumer  
Bankers  
Association CBA**

This infographic fact sheet was developed to convey the severity of the student loan crisis and the increase in debt in the U.S. The graphic was used in a messaging campaign to educate and call for further disclosures and repayment information for borrowers.

# FINN Partners

Work Samples Cont'd  
Statement of Needs IV.C

## Marketing & Messaging Consultation

As previously stated on p.7, Section (b) Marketing Consultation, we have invited our friends from the higher ed practice of FINN Partners to consult on messaging and content development as needed. We believe FINN's experience with a vast array of universities worldwide can add an extremely beneficial perspective to the creation of effective content. We have a close and complementary relationship with FINN and have partnered on over 10+ projects together in the past two years including branding, collateral design, web design, advertising campaigns, and presentation decks.



# Howard University

## Thought Leadership

### THE BRIEF

Howard University, located in Washington, DC, is the premier HBCU (Historically Black Colleges & University), with a strong legacy in liberal arts undergraduate education and in groundbreaking, interdisciplinary research. Our goal is to build awareness of Howard's academic excellence, focusing on institutional leadership in key areas (e.g., business, political science, health and medicine) as well as raising the profile of the University's charismatic president, Dr. Wayne A.I. Frederick, a cancer surgeon, faculty member, husband and father - who also has sickle cell disease.

### THE WORK

The overall strategy is to place President Frederick, and Howard programs, faculty, staff and alumni where their prospects get their news, locally and nationally.

- Identify and develop stories about new academic and/or admissions-focused programs and initiatives; faculty research; and leadership.
- Amplify President Frederick's personal journey and work as president to top-tier and local/regional media.

### THE RESULTS

- In less than one year, utilizing strategic messaging, FINN secured media attention locally and nationally, with an estimated audience reach of ~440,000,000.
- Coordinated deskside meetings for Dr. Frederick with The New York Times, Wall Street Journal and NBCBLK as well as live, on-air interviews with Chuck Todd on *Meet the Press Daily*; Fredricka Whitfield on *CNN*; WNYC's "The Brian Lehrer Show" and "All of It with Allison Stewart;" SiriusXM's "Doctor Radio" and "The Karen Hunter Show;" and i24's "Take:30;" and *NPR*.
- As a result of a continued pulse on the national conversation, FINN secured placements for faculty (both research and third-party commentary) in top-tier print, broadcast and newswire media, including the *Associated Press*, *Bustle*, *WebMD*, *PureWow* and *US News & World Report*.



HOWARD  
UNIVERSITY

WSJ

MSNBC

WNYC

CNN

The New York Times

The Washington Post

Bloomberg AP

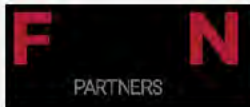
NBC 4  
WASHINGTON, D.C.

Diverse  
MEDIA IN DIVERSE COUNTRIES



SiriusXM  
EXPERIENCE RADIO





# Pace University

## Thought Leadership

Marketing Consultation, PR, & Content Development

### THE BRIEF

FINN Partners is Pace University's communications partner on a broad (and growing) range of thought leadership, institutional/programmatic and faculty-related areas.

### THE RESULTS

- Helping to introduce President Marvin Krislov to New York City media shortly after his appointment -- and have continued to build presence in key national outlets. This includes media/editorial board meetings meetings and/or placements (including bylines) in such outlets as *The New York Times*, *The Wall Street Journal*, *The Atlantic*, *The Chronicle of Higher Education*, *Inside Higher Ed*, WNYC radio, Hechinger Report, Education Dive, *The 74*, *The New York Daily News*, CNN Online and *Crain's New York*. President Krislov participated in *The Atlantic* Live's Future of Work Forum and was a panelist at 2018 national meeting of the Education Writers Association. His panel topic -- College and the American Dream -- was later featured in *The Atlantic*.
- Raising awareness of the continuum of Pace's service to students, from prospective through new graduates, with particular emphasis on elements of its PacePath approach to professional development. This work includes highlighting the advice and perspectives of Pace's admissions and career services teams. Sample placements include *U.S. News & World Report*, *The Chicago Tribune*, *Ladders*, *GoodCall*, *Recruiter*-- and Pace's first time appearing in *The New York Times* EdLife Learning section.
- Extending local/national coverage of many student events or university programs (e.g., undergraduates using Spring Break to do a documentary on Puerto Rico; Pace's central education/research role in NYC's Billion Oyster Project; Pace's Cyberstorm cybersecurity conference, American Scoreboard live reading). Sample placements include *Politico Pro Education*, *The Chronicle of Higher Education*, *NY1*, *El Diario*, *El Tiempo*, and *Broadway World*.
- Working with faculty has covered many fields, including law, political science and cybersecurity, resulting in numerous national placements, including opinion pieces in *Politico* and *The Hill*. Further we have just begun efforts to heighten presence for deans and leading faculty for Pace's schools of business, computer science and performing arts.



THE CHRONICLE  
of Higher Education



The New York Times

THE WALL STREET JOURNAL



Chicago Tribune

EL DIARIO



U.S. News & World Report



EL TIEMPO.COM

The Atlantic

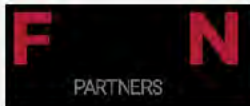


LADDERS  
Hire. Manage. Move. Grow. Retain.



DAILY NEWS





# Indiana University

## Media Relations & Thought Leadership

Marketing Consultation, PR, & Content Development

### THE RESULTS

For a decade, FINN has performed strategic communications planning and media relations for Indiana University's School of Public and Environmental Affairs, Maurer School of Law and Kelley School of Business - including Kelley Direct, the first online MBA program among top-ranked schools. FINN has supported IU university-led initiatives and partnered with the Office of the Vice President of Research to highlight the University's strengths in AI, supercomputing, cybersecurity and more. The focus has included raising awareness of faculty research, new schools, programs, curriculum, and students and alumni across dozens of disciplines, resulting in:

- Increased recognition of the pioneering Kelley Direct, the first online MBA program among top-ranked schools
- Reinforcing the university's leadership position in reducing student borrowing and boosting financial literacy
- Launching Kelley's Business of Medicine MBA
- IU's "voice" is represented in most major national/international law and policy-related news

FINN has secured 1000+ media placements, with a 10.6+ billion estimated audience reach. Citations, feature articles, profiles and op-eds appear regularly in such outlets as *The New York Times*, *The Wall Street Journal*, *NPR*, *PBS NewsHour*, *BBC*, *Bloomberg News*, *Financial Times*, *Politico*, *AP*, *Reuters*, *Marketplace*, *Washington Post*, *Quartz*, *BuzzFeed*, *Mashable* and *The Huffington Post*, among many others.



THE CHRONICLE  
of Higher Education



PBS NEWSHOUR

The New York Times



CBS



The Washington Post



The  
Economist



REUTERS

# Experience & Process

Statement of Needs IV.D.1-16



EXPERIENCE + PROCESS

# Firm History

43

## Statement of Needs IV.D.1

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

We are a creative, agile, + results focused team.

**We are CURE**, a business-centric design and digital agency.

We were founded on the principle that the best work comes from design forward integrated marketing. Whether public or private sector, we seek to innovate and bring creative solutions to our clients. We are accustomed to collaborating with multiple stakeholders, partners, and community organizations within one project.

Our range of clients and services enables a holistic and well-informed approach. Our team has performed the specific graphic design services requested in this RFP for a multitude of clients. We recommend our services by project to ensure we are accomplishing the goals of our clients.

We continue to strive in today's environment to create researched and relevant work that considers the greater context of a brand, from the diversity of its audience to the potential impact on its community.

Our team has worked with leading universities and institutions including New York University, the University of Miami, Miller School of Medicine, and Palmer College of Chiropractic.

CURE is excited by the possibility of partnering with James Madison University to share our innovative approach to creative services.

Thank you for considering CURE. We would be honored to leverage our design expertise and strategic thinking for the advancement of James Madison University.



EXPERIENCE + PROCESS

## Who We've Worked With

### Statement of Needs IV.D.1

We strive for open communication and collaboration on all projects. Our team is honored to have worked with the following brands as well as a host of others. We are experienced in working with clients relating to nonprofits, healthcare, hospitality, and distinguished large-scale institutions.



EXPERIENCE + PROCESS

# FINN Partners

45

CURE's recommended marketing and messaging strategic partner.

FINN has spent decades working with public and private colleges and we believe their line-of-sight across multiple institutions would be a strong and complementary content resource to CURE's design services.

FINN has worked with universities, educational foundations, associations and organizations on institutional fundamentals, from enrollment strategies, development programs/campaigns, government affairs/issues management and crisis, to media relations and "campaign" programs for faculty (e.g., new research/overall expertise), program initiatives, individual schools and more.

Every day, FINN's higher education team connects academics and administrators with journalists covering social and economic issues, science, the arts, medicine, climate change, health and much (much) more. Their depth of knowledge crosses a multitude of subject areas and they understand that no one discipline stands alone.

FINN has been working 7 days a week since the start of the pandemic, helping institutions address challenges and securing media attention for program and faculty experts around key COVID-19 issues. [In a May 29th USA Today article](#), a dean and faculty members from four client institutions were quoted, including Chapman, Clemson, Cornell and Michigan State universities.



ABOUT FINN PARTNERS

## Integrated Teams That Drive Attention-Earning Results

FINN Partners is a talented mix of researchers, strategists, designers, technologists, content specialists, and campaigners.

**800+**

PEOPLE

**3**

CONTINENTS

46

**19**

OFFICES

**16**

INDUSTRIES

**A TECH SECTOR  
AGENCY OF THE YEAR**  
2018

**FIRM OF  
THE YEAR**  
2016

**BEST AGENCY  
TO WORK FOR**  
2013-14

# Snapshot of Higher Education Clients



Carnegie Mellon University  
College of Engineering



University of  
New Haven

UT Southwestern  
Medical Center





# Account Team

Statement of Needs IV.D.2

## ACCOUNT TEAM

# Key Personnel

49 Our expertise is complementary, there isn't much we can't accomplish together.



**Kasey Hayes, MBA** *Partner, Creative CURE*

Kasey's has 12+ years in digital design, branding, and marketing - from cultural institutions and festivals to tech and medical. She has worked as the Head of Global Marketing for a leading aviation manufacturing company and served as an integral member of the communications team for the University of Miami.

### EDUCATION

**MBA:** University of Miami, FL

**BA, Communications and English:** College of Charleston, SC



**Alex Brito** *Partner, Digital CURE*

Alex is a seasoned digital director with a demonstrated history of working in the marketing and advertising industry. His expertise includes web development, Search Engine Optimization (SEO), integrated digital marketing, User Interface and experiences, and Content Management Systems (CMS). Born in Okinawa, Japan and a graduate of Richmond-based accelerator Lighthouse Labs in a previous life, Alex has a diverse background with a wide range of experience.

### EDUCATION

**BS, Computer Science:** University of Mary Washington, VA

*Focus on Business Marketing*

## ACCOUNT TEAM

# Key Personnel

50 Our expertise is complementary, there isn't much we can't accomplish together.



**Allison Yacono**

*Art Director*  
CURE

Allison is a design-based creative director with expertise in comprehensive identity development, social media design, and UI. She uses her technical skills, and creative prowess to translate client's goals into memorable and effective design campaigns. Her versatility allows for easy adaptation of her creative vision across a variety of platforms in an ever changing design environment.

### EDUCATION

**BFA, Graphic Design:** Virginia Commonwealth University, VA  
*Minor in Media Studies*



**Erin Thorn '19**

*Designer, Digital*  
CURE

Erin is an experienced graphic designer who specializes in digital and UI design along with social media marketing. She works as a creative problem solver, using her skills to effectively elevate a client with her web, social media, and UI designs while staying true to the brand itself. She previously worked as a designer for James Madison University's Communications & Marketing department.

### EDUCATION

**BFA, Graphic Design:** James Madison University, VA  
*Minor in Art*



## ACCOUNT TEAM

# Key Personnel

- 51 Our expertise is complementary, there isn't much we can't accomplish together.



**Elizabeth Zachman**

*Contractor*  
CURE

Elizabeth is a designer with backgrounds in architecture and design thinking. She has experience in community engagement and public interest design. Her architectural background has equipped her to apply spatial thinking to graphic design and navigate the relationship between two-dimensional representation and three-dimensional lived space.

## EDUCATION

**BS, Architecture//Design Thinking:** University of Virginia, VA  
*Minor in Philosophy*  
*Minor in Architectural History*

## ACCOUNT TEAM

# FINN Partners

52 Our expertise is complementary, there isn't much we can't accomplish together.



**Christine Messina-Boyer, MA** *Senior Partner*

FINN Partners, Washington, DC

Christine Messina-Boyer works with scores of universities, colleges, associations and companies to alleviate risk, plan for what keeps them up at night and make the best decisions when facing a crisis. During her more than 30 years of communications and public affairs in education, health care and government, she has created messaging for varied audiences and media, particularly with organizationally sensitive, unpopular and controversial issues. Chris counsels presidents on policies, priorities and conflict resolution for all levels of universities, including work with trustees, students, parents, faculty, staff and alumni. She has created numerous communications plans which have positively impacted institutions' reputational standing, increased market share and solidified their brand. Messina-Boyer has developed numerous creative marketing campaigns and directed public relations, media relations, internal relations and advocacy programs.

### EDUCATION

**MA:** John Hopkins University

**BA:** St. Louis University



**Katherine Nanney**

*Senior Account Executive*

FINN Partners, Washington, DC

Katherine Nanney joined Finn Partners bringing her experience in technology, consumer messaging and media relations expertise. Prior to Finn Partners, Katherine worked at Merritt Group, where she led successful media campaigns and developed corporate messaging for technology companies in the B2B and B2C space. Most recently, she focused on technology companies serving the public sector, including federal, state, and local governments and higher education institutions. Katherine has worked with technology companies ranging in size and expertise, including MAXIMUS, Deloitte, Elastic, Monster, Medallia, ASRC Federal and more.

### EDUCATION

**BA:** University of Tennessee, Knoxville

# Resumes

## ALEX BRITO

digital + strategy + consulting —



alex@curdesign.co  
Richmond, Virginia



### OVERVIEW

Experienced Partner & Digital Director with a demonstrated history of working to drive impact utilizing digital solutions and marketing. Skilled in Search Engine Optimization (SEO), Advertising, User Interface Design, Content Management Systems (CMS), and Web Design. Strong marketing professional with a BS focused in Computer Science from University of Mary Washington

### WORK EXPERIENCE

2019-Present

#### PARTNER, DIGITAL / CURE

Responsible for all functions as an agency partner of CURE. Daily direction and implementation of bold brand, web and creative solutions. Services provided: Search Engine Optimization (SEO), Advertising, User Interface Design, Content Management Systems (CMS), and Web Design.

2015-2018

#### DIRECTOR OF DIGITAL / NATIVE COLLABORATION

Native Collaboration is a full fledged market positioning firm with a passion for digital interaction. From developing award-winning eCommerce builds to rapidly scaling cleaning platforms, the team at Native continues to innovate the digital approach to traditional marketing. Responsibilities included: the facilitation and execution of digital strategies, targeted data capturing with a focus on calls to action, and the introduction and utilization of new digital tools for the team.

2015-2017

#### OWNER & FOUNDER / UPCHURCH CHOCOLATE

Bean to bar chocolate company based out of Richmond, Virginia. Successfully raised \$30,000 in non-equity seed capital to propel a do-it-yourself kitchen operated startup into a full fledged small business. Employed 5 full-time employees and lead business to profitability within its first quarter. Increased revenue and a significant purchase contract with a well-known grocery chain lead to a profitable acquisition and founder exit. Responsibilities included: B2B interactions, client acquisition, kitchen process training, eCommerce development.

2014-2018

#### DIRECTOR / YOUNG LIFE

Young Life Capernaum is a non-profit organization that gives students with intellectual and developmental disabilities the chance to experience fun and adventure, to develop fulfilling friendships and to challenge their limits while building self-esteem through club, camp and other exciting activities. Responsibilities include thorough research and analysis to plan and deliver multiple presentations on a weekly basis. Mentorship to students with disabilities, college-aged volunteer leaders, and adult committee members in the area.

### EXPERTISE

HTML / CSS / XML  
JavaScript / PHP  
LAMP Stack / SQL  
WordPress CMS  
Digital Integrations  
SEO Implementation  
Full Adobe Creative Suite  
Final Cut Pro

### EDUCATION

B.S. COMPUTER SCIENCE  
University of Mary Washington  
2010-2014

### INTERMEDIATE BACCALAUREATE

Mountain View High School  
2006-2010

### AWARD

#### LIGHTHOUSE LABS

Accelerator Program Participant  
Company: Upchurch Chocolate  
Accepted into a nationally ranked startup accelerator in Virginia. Provided \$20,000 with no equity exchange. Connections to mentors, investors, support services, working space and lean startup education for three months.



# Resumes

## Kasey Hayes

MARKETING. STRATEGY. DESIGN

KASEY@CUREDESIGN.CO

RICHMOND, VA

### EXPERIENCE

#### CURE | FOUNDER, PARTNER, CREATIVE

*November 2018 - Present*

Owner of this digital design and web development firm. Responsible for business development, copy and content strategy, and digital and creative vision.

### EDUCATION

#### M.B.A.

**University of Miami**

June 2011 - May 2013

Management Concentration

#### B.A.

**College Of Charleston**

August 2002 - May 2006

Communications, English

**University of Ireland,**

Galway, Ireland: Irish Society

**John Cabot University,**

Rome, Italy: European Media

#### NATIVE COLLABORATION | CO-FOUNDER & PARTNER

*January 2014 - November 2018*

Owner of this boutique market positioning firm concentrating on digital strategy and event activation. Responsible for management of all branding and creative projects across client's as well as business development, strategy and internal best practices.

#### PIRET JOHANSON STUDIO | FREELANCE/CONSULTANT

*October 2012 - 2014*

Marketing/PQ plan creation and implementation for boutique luxury interior design and architecture firm. Includes new client development and public relations, gained placement in local and international press.

#### EAM WORLDWIDE | MARKETING MANAGER

*January 2012 - 2014*

Lead global marketing for this aviation safety OEM. Work hand-in-hand with International Sales Office located in Dubai, U.A.E to analyze purchasing trends and evaluate client needs. Formulated and executed a cohesive marketing and sales strategy resulting in exceeded profit goals.

#### UNIVERSITY OF MIAMI MEDICAL SCHOOL / UHEALTH | NEUROSURGERY MARKETING SPECIALIST

*October 2009 - January 2012*

Developed neurosurgery's first annual marketing strategy, resulted in department advancing from unranked in 2009 to top-tier in 2010 and 2011 in the U.S. News & World Report, enhanced resident recruits, donations and patient volume.

#### INFLUENT | PROGRAM MANAGER

*June 2007 - September 2009*

Performed multiple functions for this tech start-up. Established Company's branding + marketing department. Collaborated with sales team + managed alignment throughout the Company on behalf of the CEO, pitched to VC + Angel networks for Seed and Series A funding. Company was purchased in May 2013 by Aavid Thermalloy.

#### CAPITAL ONE | ECOMMERCE COPYWRITER

*September 2006 - June 2007*

Partnered with Brand to implement national cross-channel digital marketing campaigns. Content for 100+ web pages on CapitalOne.com, projects included Yahoo Shopping Zone, Hibernia Bank migration and Financial Education site.

#### BURFORD CO. ADVERTISING | INTERN COPYWRITER

*Summer 2005*

## ACCOUNT TEAM

## Resumes

## ALLISON YACONO

Creative Director

CURE

allison@curedesign.co

Richmond, VA

curedesign.co

Allison is a design-based creative director with with expertise in comprehensive identity development, social media design, and UI. She uses her technical skills, and creative prowess to translate clients goals into memorable and effective design campaigns. Her versatility allows for easy adaptation of her creative vision across a variety of platforms in an ever changing design environment.

## EDUCATION

Virginia Commonwealth  
University School of the Arts

BFA in Graphic Design

Minor in Media Studies

2012 – May 2016

GPA: 3.92

Santa Reparata International  
School of Art Study Abroad

June 2015

Florence, Italy

## EXHIBITIONS

Santa Reparata International  
School of Art Show

June 2015 – Florence, Italy

SIRISA University

VCU Graphic Design Annual  
Student Juried Show

2013 - 2015 Department of Graphic  
Design – Pollak Building

## EXPERIENCE

Creative Director, CURE

December 2018 – Present

CURE is a brand marketing agency emphasizing in shaping brands and growing businesses. Responsibilities include managing, creating and upgrading the designs of mobile applications, websites, identity systems, advertisements, illustrations, etc. as well as crafting unique strategic plans. Collaborates closely with related departments and companies to achieve the best and most creative solution.

Freelance Designer, Self Employed

March 2017 – Present

Creating holistic identity systems for a variety of clients: restaurants, entrepreneurs, real estate groups. Responsible for print and digital collateral, social media design & advertisements, and web design.

Graphic Designer, Native Collaboration

September 2015 – December 2018

Native Collab is a full-service marketing agency with a focus on graphic design, branding, web design, and video production. Responsible for design and creative direction for multiple brands and projects ranging from full identity systems and print collateral to social media and web design.

## EXPERTISE

Brand &amp; Identity Development

UI / UX Design

Web Design

Print Design

Design &amp; Marketing Strategy

## TOOLS

Adobe Creative Cloud – XD, Illustrator,  
Photoshop, InDesign

WordPress

Invision

MailChimp &amp; Constant Contact

## ACCOUNT TEAM

## Resumes

ernmthorn

## EDUCATION

James Madison University  
Harrisonburg, Va. Class of May 2019  
Hanover High School  
Medanncsville, Va. Advanced Diploma, 2015

## ACADEMIC HONORS

JMU SADAH Design Scholarship  
Madison Achievement Award  
Dean's List - 2016, 2018, 2019

## SOFTWARE KNOWLEDGE

Adobe Illustrator  
Adobe XD  
Adobe Photoshop  
Adobe InDesign  
Adobe After Effects

## SKILLS

Typography  
Web Design  
Interactive Design  
WordPress  
Social Media Management  
Account Management  
Strategic Marketing

## LEADERSHIP

Alpha Sigma Alpha Sorority

## AWARDS

Scholarship Awarde- Gold Key Portfolio

804.592.7737  
ernmthorn.com  
ernmthorn@gmail.com  
Instagram: @ernmthorndesign

## EXPERIENCE

## CURE, INC.

Designer, Digital | Richmond, Va. May 2019-Current  
- Assist in wireframing, designing and editing of WordPress websites from start to finish  
- Create brand collateral such as email marketing templates, branded decks, brand guides, and social media graphics for clients  
- Create and manage social media posts for several clients and platforms  
- Create monthly reporting decks with data from social media platforms and Google Analytics  
- Assist with account management, strategy, data analysis and strategic planning

## JAMES MADISON UNIVERSITY - MARKETING

Graphic Design Intern | Harrisonburg, Va. August 2017-May 2019  
- Completed redesign of JMU material for prospective students for tours, on-site and travel recruitment and direct mail.

## FRANKLIN ST. GROUP

Graphic Design Intern | Richmond, Va. Summer 2018  
- Created online marketing for various medical clients-Instagram, Facebook, Banner Ads  
- Assisted with website redesign and billboard design

## POSH PR, LLC

Lead Graphic Designer | Richmond, Va. Winter 2018  
- Created email marketing campaigns, logos, websites and brand identity for clients

## THE MARTIN AGENCY

Student Workshop | Richmond, Va. Summer 2017  
- Workshop participants competed among design teams to conceptualize marketing campaigns from brief to execution and presented to agency executives.  
- Attended agency management meetings across all disciplines to understand the creative process and the advertising industry

## ROCKET POP MEDIA

Student Intern | Richmond, Va. Summer 2014  
- Created invitations and marketing material for client events  
- Shadowed graphic designers on website creation, email marketing and client relations



# Resumes

## elizabeth zachman

elizabeth.g.zachman@gmail.com

spring 2020

### education

University of Virginia  
May 2016

BS Architecture  
Minor in Architectural History, Minor in Philosophy

Semester Abroad  
Fall 2017

Venice, Italy

Summer Studio  
Summer 2017

Design/build studio in Battambang, Cambodia

### experience

CURE Design Co  
June 2020-present

**Design Intern** | Work with design team on branding and marketing projects and social media promotion

100 Fold Studio  
June 2019-present

**Summer Studio Staff / Americorps Architectural Intern** | coordinate studio program for 24 college students, serve on architectural team designing local and international projects

Glavé and Holmes Architecture  
June 2018-June 2019

**Architectural Intern** | work on architectural team in schematic programming, design development, construction documentation, and client and consultant coordination

Camp Willow Run  
Summers 2015 and 2016

**Counselor** | lead cabin of middle and high school girls, teach high ropes, water skiing, and sailing

Center for Christian Study  
2014-2018

**Hospitality Intern** | serve other UVA students by maintaining facility and hosting events, mentorship by Study Center staff, insight into management of a nonprofit organization

### involvement

Boys and Girls Club  
Sept 2019-present

volunteer with local club in conjunction with 100 Fold Studio project

Church Small Group  
Aug 2014-present

leadership and involvement in bible studies weekly

Pottery Class  
2019-2020

involvement in local ceramics studio

Chamber Orchestra Ensemble  
June 2018-June 2019

violinist in viola quartet

### honors

Graduation with Honors  
May 2018

top 20% of graduating Architecture School class

GIFT Grant  
Spring 2016

applied for and received grant to fund construction of rainwater collection system that myself and my team designed for community garden in Charlottesville

### skills

Photoshop  
Illustrator  
Indesign

Rhino  
AutoCAD  
Revit

Sketchup  
photography  
logo design

ceramics  
human-centered design  
hand drafting/sketching

## ACCOUNT TEAM

## Resumes

**Christine Messina-Boyer, Senior Partner**

Finn Partners  
2011 – Present

*Team co-lead for the higher education practice and a member of the health practice  
Key contact with clients, including colleges, universities, academic medical centers, corporations, associations and other nonprofits in the education space  
Co-leads crisis team, advises Trustees, Presidents, Chief Communications Officers, and other senior leaders  
Leads communications audit research and is an active participant in higher ed research*

**PREVIOUS EXPERIENCE****Cooper University Hospital**

2006-2011  
Camden, NJ

*Acting Vice President of Communications/Director of Internal Communications/Director of Patient & Family Centered Care  
Developed and implemented annual budgets and marketing plans  
Managed publications, social and traditional media  
Created first internal communications office  
Led crisis communications team  
Founded institution's first women health program*

**Rider University**

2004-2006  
Lawrenceville, NJ

*Chief of Staff to the President  
Implemented comprehensive procedures to ensure smooth functioning of administrative, budgeting, scheduling and operations processes.  
Advised president on policies and priorities  
Managed communications and government relations efforts*

**Millennium Cell**

2001-2004

Easton, NJ & Washington, DC

*Director of Public Affairs and Registered Lobbyist*

*Engaged Capitol Hill decision makers (Cabinet Secretaries, Committee Chairs, and Members of Congress) via communications, events and industry trade shows, Capitol Hill trade fairs and Congressional briefings*

**Center for Media & Public Affairs**

1999-2001

Washington, DC

COO

*Directed two nonprofit think tanks with \$3.5M combined assets on news media research and policy*

**US House of Representatives**

1996-1999

Washington, DC

*Chief of Staff to Congressman Paul Michale (PA15)*

*Congressman's liaison to constituents and Congressional and executive branch offices*

*Directed constituent services, legislative agenda and scheduling*

*Highlighted legislative agenda via briefings, hearings and special events*

*And prior experience on college campuses and academic medical centers.*

**EDUCATION**

Johns Hopkins University | M.A. Government

St. Louis University | B.A. Communications/Public Relations

## ACCOUNT TEAM

## Resumes

**KATHERINE NANNEY, Senior Account Executive**

Finn Partners

2020 - Present

Washington, D.C.

*Provide media relations facilitation, campaign development, and social strategy for the higher education practice at Finn Partners*

*Primary account lead for higher education clients, including colleges, universities, and corporations. Develop compelling media campaigns to secure print and broadcast media in alignment with client objectives*

**PREVIOUS EXPERIENCE****Merritt Group**

2017-2020

McLean, Va.

- Account Coordinator, Account Executive, Senior Account Executive
- Led day-to-day public relations, marketing, and communications activity across clients in the government and health IT markets
- Drove client communication strategies through the development of public relations plans, messaging documents, company rebrands, and media campaigns
- Responsible for executing media and public relations strategies across 4-8 accounts, ranging from early-stage startups to large consulting firms

**Scripps Networks Interactive**

2017

Knoxville, Tenn.

Public Relations Intern

- Supported media relations campaigns for HGTV, DIY Network, and Travel Channel programming
- Developed nationally-distributed content for the SNL organization in support of the annual Upfront events held in key markets across the U.S.

**The University of Tennessee, Knoxville**

Media Relations Intern, Office of Communications and Marketing

- Developed long-form content and SEO-friendly copy for the university's digital and print publications, including the "VolUpdate" email and "Tennessee Today."
- Wrote timely and relevant news articles, press releases, and media alerts.

**EDUCATION**

The University of Tennessee, Knoxville

B.A. Communications/Public Relations



# Brand Adherence

Statement of Needs IV.D.3

## BRAND ADHERENCE

# Upholding Standards

- 61 Describe firm's ability to follow James Madison University's brand standards.

Our design team is well versed in utilizing existing brand guidelines to ensure consistency in the recognition of our clients.

We seek to enhance each brand we touch by infusing new energy and a fresh perspective through the development and design of promotional and informational materials, advertisements, brochures, direct mail pieces, informational booklets, videos, and web pages. Our execution process includes the ID of target markets in order to convey the appropriate message with the proper communication tool.

We also have a CURE team member, Erin Thorn, '19, who was a member of the JMU Recruitment Marketing Staff and has direct experience with JMU's brand standards.

# JMU Experience

62 Erin Thorn, '19, has extensive knowledge of the JMU brand, photo library, and general aesthetic preferences based upon her experience assisting in the overhaul of print and digital assets post rebrand. She worked under the guidance of Rinn Siegrist and Chris Meyers in Recruitment Marketing from 2018-2019. Designs included reception materials, 20+ rack cards, a campus tour deck, and social media graphics. She was also the graphic designer for "The Daily Duke" from 2017-2018 under Trey Secrist.



**WE'RE HEADING  
YOUR WAY**

North Carolina Receptions  
March 30th & 31st, 2019

**JMU** JAMES MADISON  
UNIVERSITY

Come see why **95 percent** of our current students are very satisfied with their college choice.

**Join the Conversation!**  
JMU's Dean of Admissions, faculty, alumni, parents and current students are heading your way to talk about JMU and answer any questions you may have. Hope to see you there!

Register at: [jmu.edu/admissions/nc](http://jmu.edu/admissions/nc)

**SATURDAY, MAR. 30 3-5 P.M.**  
Charlotte Marriott City Center  
100 West Trade St, Charlotte, NC

**SATURDAY, MAR. 31 2-4 P.M.**  
Courtyard Raleigh Cary/Parkside  
Town Commons  
1008 Parkside Main St. Cary, NC

CREATED BY CURE TEAM MEMBER, ERIN THORN ('19), WHILE ON JMU RECRUITMENT MARKETING STAFF.



**Overnight  
@MADISON**  
Jump-start your JMU experience

**JAMES MADISON UNIVERSITY**

#JMU23



**JMU IN  
CHARLOTTE**  
March 30



# Process

*Insertion of* Design Methodology V.B.2

Statement of Needs IV.D.4-16

## PROCESS

# Design Methodology

64

## V.B.2 Plan & Methodology

Before diving into the requested process specifics (IV.D.4-16), we thought it best to share CURE's project methodology (*right*). This applies across the goods/ services requested in the Statement of Needs.



### **Understand + Define**

Understanding and reframing the challenge at hand as well as defining any project restraints.



### **Research + Discovery**

Gathering and analyzing competitor and existing internal data to help guide the ideation phase and find a more innovative solution.



### **Ideate**

Exploring and brainstorming creative ways to address the challenge or need.



### **Conceptualize**

Evaluating which services best align and iterating on those ideas. Two to three options will be presented to the client.



### **Feedback + Refinement**

Discuss the option with the client. Two cycles of refinement may occur before finalizing.



### **Finalization**

Logistical implementation and rolling out the final approved service / solution within the required context. This can also include mechanisms for tracking effectiveness.

## PROCESS

# Meeting & Notifications

65

Statement of Needs IV.D.4-6

4. CURE can easily meet with a given university representative face-to-face or virtually (using a mutually agreed upon technology) within 24-48 hours of request. Team members are located in the Richmond and DC area respectively and can quickly meet at no additional cost to the university.

5. CURE can respond within 24 hours of project notification and within two calendar days to meet face-to-face or virtually with the project manager to kickoff proposed work. CURE will always conduct a full assessment of what is required in a given scope prior to meeting with JMU.

6. CURE will notify University Communications and Marketing at the initial launch of a project by emailing a proposal stating the scope of the project with cost estimate for review and approval to Carolyn Windmiller at [windmicm@jmu.edu](mailto:windmicm@jmu.edu). CURE has a defined kickoff and project brief process which outlines timelines, deliverables, audiences, and purpose. CURE asks for client sign off before project start to ensure alignment.



## PROCESS

# Response & Estimates

66

Statement of Needs IV.D.7-8

**7.** CURE can 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. CURE's JMU account team will have an estimate template ready-to-go to accelerate the delivery of project pricing.

**8.** CURE's estimate will be based upon the total cost per project. In addition, the written estimate will 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. We understand the starting and completion dates shall be agreed upon between the university and CURE and shall be reflected in the Agency Purchase Order (DO), which shall serve as the university's authorization to perform work. CURE will not require the university to sign additional agreements for work performed under a given contract.

## PROCESS

# Innovative Tech

67

Statement of Needs IV.D.9

9. CURE has extensive **knowledge in campaign tracking** with industry leading digital tools and SAAS products. Our team has integrated numerous platforms utilizing API in order to maximize processes and increase productivity through the sharing of data. CURE has also created bespoke platforms for a variety of clients to facilitate the capture of external tracking sources and to provide advanced reporting to stakeholders.

CURE also has experience **repurposing print assets for digital contexts**. This includes the creation of custom animations and interactive infographics.

## PROCESS

# Delivery & Printing

## 68 Statement of Needs IV.D.10-13

**10.** We place all delivered work through our rigorous internal review process. However, if there are errors to be corrected *after* delivery of the final project, pending the corrections needed we can turn around updates within 48hrs for printed materials and 24hrs for digital projects.

**11.** CURE is open to utilize and collaborate with the university's approved printing vendors listed on [Contract Gateway](#) or [Madison Print Services](#). Upon award of this contract, we would initiate contact, introduce ourselves and establish best practices prior to printing the first job. CURE typically requires a minimum of 2-3 estimates per job. These are then submitted to the client for review with requested approval within 5 business days. In addition to JMU's contracted vendors, CURE works closely with Uptown Printing located in Richmond, VA. Their team is trustworthy, efficient, and fairly priced.

**12.** CURE can easily provide one (1) or more samples of all completed projects performed for James Madison University to Carolyn Windmiller within five (5) business days. The samples will be sent via FedEx to her attention.

**13.** For online design work, a preview link will be e-mailed for review. For print design work, printed samples will be sent overnight or within 2-3 business days pending the desired deadline.



## PROCESS

# Payment

### 69 Statement of Needs IV.D.14-15

**14.** CURE has a Net 30 payment policy. Pending the scope and scale of the project, we typically request a  $\frac{1}{3}$  deposit,  $\frac{1}{3}$  at project midway point, and  $\frac{1}{3}$  upon completion, however we are flexible by scope of project.

**15.** Invoices are issued through Quickbooks Online. Payment is preferred through electronic transfer. If JMU would like to pay using a credit card, we would ask this is indicated at the onset of a project and we will add the 2.9% Quickbooks processing fee to the project's invoices.

## PROCESS

# Thought

## Statement of Needs IV.D.16

Additional Services, Unique Offerings

We think before we make. This makes us unique. The thought process, which includes observation, discussion, and analysis, is fundamental to understanding and growing an organization. It recommends our action, its purpose, and goal for your brand. We put thought behind our designs and can easily employ our research and audit services to continue to gain intel and ensure JMU remains competitive, contextual, and relevant while marketing the university's academic excellence and outstanding faculty.

### Digital Competitor Analysis

SEO Audit

Competitor Digital Audit

Social Media Analysis

### Brand Audit

Comparative Brand Report

Assessment of Reach

### Industry Research

#### Primary Research

Interviews, Surveys

#### Secondary Research

Reports, Data Analysis

### Omni-Channel Strategy

ID of Channels

ID of Messages

## PROCESS

# Action

## Statement of Needs IV.D.16

Additional Services, Unique Offerings

While our print design services are robust, our digital experience can work to amplify and track the overall goals of JMU's communications department. Using both thought / analysis, action / execution, and our analytics and tracking services, we can draw the complete story of campaign creation to testing and monitoring and create for lasting impact.

## Identity Design

Core Identity

Brand Standards +  
Guidelines

Messaging + Voice

Environmental  
Application

Thought Leadership

## Content Creation

Art Direction

Video & Photography

Social Content &  
Assets

Presentation Design

Copywriting

## Digital Experience

Website Development

App Design

UX/UI

Digital Style Guide

Email Campaigns

## SEO & Analytics

Analytics Reports

SEO & Keywords



# Pricing Schedule

This section includes the requested information in V.B.6, VASCUPP related sales and Section X, Pricing.



PRICING

# VASCUPP Sales

---

N/A - No VASCUPP related sales over the past 12 months relating to CURE.

## V.B.7 &amp; X

Description	Rate/hour
Creative direction that aligns with JMU visual and content branding	\$165
Marketing consultation	\$165 - CURE \$350 - FINN for senior counsel
Design and production for a variety of communications formats	\$145
Press checks and other quality control measures as needed	\$145
Preparation of templates and content for presentations (PowerPoint, Prezi, and Keynote-based slides)	\$145
Preparation of advertisements for print or electronic media	\$145
Graphics for Web pages (Cascade), not Web page design and production	\$145
Multimedia (which may include animation and video)	\$125
Project management of the consistency and quality of all materials	\$125
Project management	\$125
Editorial services	\$145
Photography	\$125
Videography	\$125
Art direction for photography shoots and image selection	\$165
Travel costs	Travel costs to be reimbursed by client pre-approval by project.
Any additional expenses to provide the services requested	Shipping Costs - TBD based upon project deadlines and need to expedite.



06

# Attachments

Included are Attachments A & B.



## REQUIRED INFO

# Attachment A

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V.B.4

## 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. CURE, Inc. has the full ability and capacity to satisfy the requests of this contract.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 2 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 #
Shenandoah Valley Tourism Partnership (SVTP)	4 months	18 Campbell Street Luray, Virginia 22835	Jenna French - Tourism Director   540.459.1822 jfrench@shenandoahcountyva.us
Scott Garnett Real Estate Team	1 year, 4 months	2314 W Main Street Richmond, VA 23220	Scott Garnett - Owner   804.308.3416 scott@scotgarnett.com
One South Realty Group	2 years	3502 NW 57th Avenue Miami, FL 33142	Manny Gato - Director of Sales & Marketing   305.831.4300 manny.gato@samwv.com
EAM Worldwide	1 year, 4 months	4112 Sarellen Rd Herndon, VA 22061	Stephan Simmons - Director of Business Dev   804.543.5716 ssimmons@showbest.com
ShowBest	1 year, 5 months	3404 Hermitage Rd. Richmond, VA 23227	Taylor Bates - Marketing Director   804.914.9290

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

Kasey Hayes, Partner

CURE, Inc

418 E. Main Street

Richmond, VA 23219

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:

## REQUIRED INFO

# Attachment B

77

V.B.5

## ATTACHMENT B

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

Officer Name: CURE, Inc.

Preparer Name: Kasey Havers

Date: July 14, 2020

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

If yes, certification number: 808149 Certification date: March 5, 2020

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No      *Currently under review after receiving approval for a waiver*

If yes, certification number:      Certification date:     

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

If yes, certification number:      Certification date:     

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

If yes, certification number: 808149 Certification date: March 5, 2020

**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 SWaM businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-780-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

**RETURN OF THIS PAGE IS REQUIRED**

## REQUIRED INFO

# Attachment B

78

V.B.5 (Cont'd)

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

Procurement Name and Number: Kasey Hayes Date: \_\_\_\_\_  
Form Completed: July 15, 2020

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

Offeror / Proposer: \*\*N/A - CJFRE is already SWaM certified, therefore we will not be utilizing subcontractors to meet this requirement.

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 IMU)

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

**RETURN OF THIS PAGE IS REQUIRED**



# Contact Us

---

**CURE, Inc.**

418 East Main St.

Richmond, VA 23219



**Call Us**

(804) 716-7298



**Email Us**

hello@curedesign.co



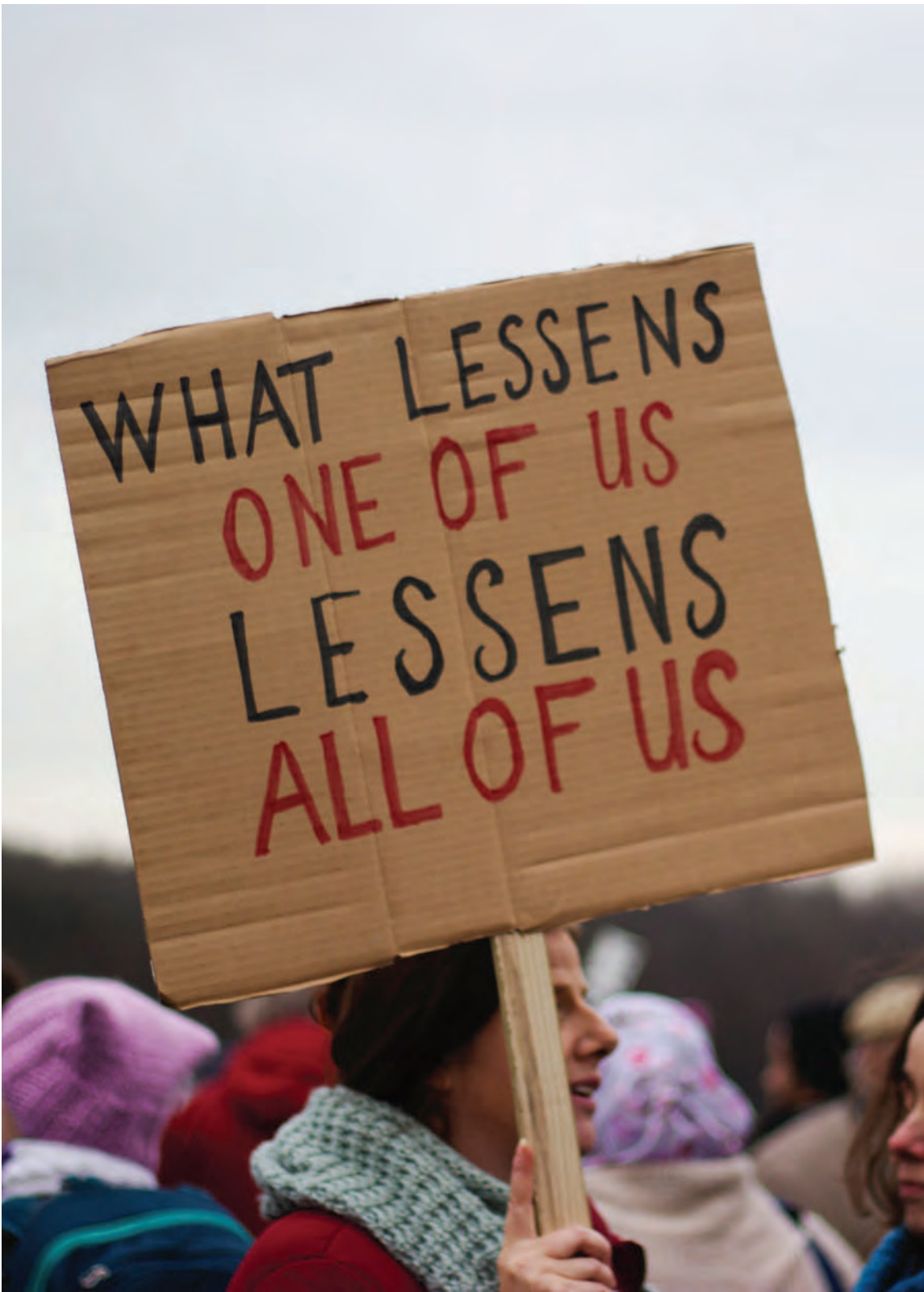
**Follow Us**

@curedesignco

# IMPACT

INDIVIDUAL | LOCAL | STATEWIDE | NATIONAL





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# *From the* Executive Director

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## Angela Ciolfi

Executive Director, *Legal Aid Justice Center*

Dear friends,

I came to the Legal Aid Justice Center in the fall of 2004, planning to stay no more than two years. Fifteen years later, I still can't get enough. Where else can you find a neighborhood legal aid doing work that is both deeply rooted in local communities and has a nationwide impact? As one supporter recently told me, "It's like going to a baseball game expecting to play Triple A and finding out you're in the Major Leagues!"

The pages that follow are more than an annual report-out of our activities. Inside, you'll find myriad examples of YOUR impact on individuals, local communities, the Commonwealth of Virginia, and our nation.

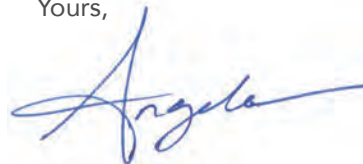
You'll read about individuals for whom we had the honor to be their lawyer as they fought for their rights. You'll read about efforts to support local coalitions seeking to hold their communities accountable to the common good. You'll read about changes to state law, including a signature win on driver's license suspensions reform. And finally, you'll read about ways that your investment here in Virginia has made a difference nationwide

on critical issues such as fighting back against family separation.

Through it all, you will see the ways that YOU have helped to bring about more justice and less poverty, and I hope you'll agree with my experience: LAJC's work is addictive.

On behalf of the LAJC family, thank you for believing in our "small but scrappy" poverty-fighting machine.

Yours,







# Who We Are

## Our Mission

Our mission is to seek equal justice for all by solving clients' legal problems, strengthening the voices of low-income communities, and rooting out the inequities that keep people in poverty.

## Our Programs

Each of our programs works to end generational poverty through a wide range of strategies and tools including individual and group legal representation, impact litigation, policy advocacy, communications, and community organizing and education.

### ECONOMIC JUSTICE

## Making it less expensive to be poor

by fighting for affordable housing, access to healthcare, and for consumer and workers' rights.

### CIVIL RIGHTS AND RACIAL JUSTICE

## Fighting the criminalization of poverty

by eliminating the ways contact with the criminal-legal system creates or exacerbates poverty in low-income communities of color.

### IMMIGRANT ADVOCACY

## Protecting the lives and livelihoods of immigrants

by standing with immigrants at home, at work, and in the courts.

### JUSTCHILDREN

## Building communities where all children thrive

by demanding equity in public education and a fair and restorative youth justice system.



01



01

# Individual Impact

Your support provided access to justice to over 2,400 families who received one-on-one legal services across a wide range of issues that directly impacted their stability.



INDIVIDUAL IMPACT

## The ACA Persists

Despite open enrollment being cut in half from twelve weeks to six, our staff and volunteer navigators, led by volunteer extraordinaire Jack Hanrahan, helped 258 families access health insurance and subsidies through the Affordable Care Act.



THE ACA PERSISTS

INDIVIDUAL IMPACT

## Paid for their Work

We represented a group of homeless men who were recruited to work at a motel, for up to 40 hours (and sometimes more) per week, at no pay, in exchange for mold and bug infested housing. We filed a federal complaint and won recompense of full wages—plus some additional compensation—for each of the workers. The worker who had been there the longest was awarded over \$21,000.

**+13,000**

Over 13,000 Virginians directly benefited from our individualized legal services.

**\$5,522,204.28**

in economic benefits (including services) were secured or preserved.



1ST GRADE WILL BE BETTER

INDIVIDUAL IMPACT

## 1st Grade Will Be Better

Mary spent her kindergarten year going to school half-time in a classroom with no other students because her school refused to provide her the educational services she needed for her disability. After we spent months supporting Mary's mom's advocacy, Mary started 1st grade this fall in a full-day classroom with other children and the supportive services she needs to succeed.





## INDIVIDUAL IMPACT

## Keeping Families Together

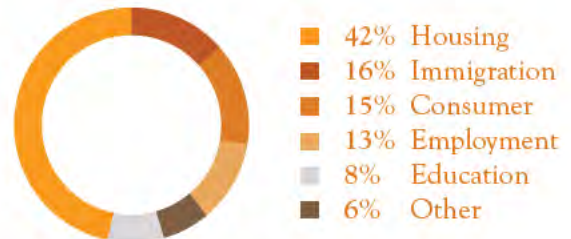
Herbert came to the Legal Aid Justice Center because his family was facing eviction from a mobile home park because he did not have a social security card. We filed a Federal Fair Housing Act lawsuit on his behalf and on behalf of other families in the same situation. While the case was pending, Herbert's Temporary Protected Status (TPS) was revoked and he was ordered into deportation proceedings. We stepped in on his behalf and convinced a judge to cancel his deportation order, allowing him to remain in the United States and get on a waiting list for a green card. We convinced the judge by putting on over two hours of testimony demonstrating both that Herbert is a pillar of his community and that deportation would cause grave harm to his five children.

## INDIVIDUAL IMPACT

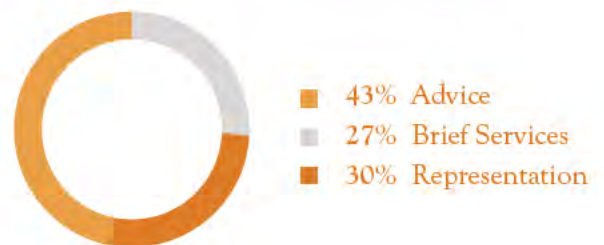
## Dignity Restored

Mr. Lewis's property manager defaced his door with graffiti, refused him entry to his own home, and put up a yard sign accusing him of false accusations. We sued on his behalf, and a jury awarded him \$120,000 in damages. Mr. Lewis is considering buying a trailer and some land, so that he's never at the mercy of an abusive landlord again.

### CASES BY TYPE



### LEVEL OF SERVICES



## INDIVIDUAL IMPACT

## Caring Takes Time

Ms. Jackson is the sole caretaker for her adult son who has been paralyzed for the last seven years. She was devastated to learn that Medicaid had unilaterally decided to cut the time they would pay her to care for her son from 96 to 33 hours per week. There was no way she could care for herself and him if this cut went through. We represented Ms. Jackson on her appeal, and Medicaid eventually agreed to cover 88 hours of care per week, ensuring that Ms. Jackson could continue to care for her son herself instead of institutionalizing him.



# 02



02

# Local Impact

Your support strengthened the voices of low-income communities by providing critical support to community-led justice initiatives.





#### LOCAL IMPACT

## Trashing Illegal Trash Fees

At one of our monthly food distribution events for day laborers and their families in Fairfax, we learned that a particular housing complex had instituted a new garbage collection fee, and many families were struggling to pay the fee and their rent each month. We investigated, found the fee to be illegal, and wrote a letter to the management company who quickly abandoned the scheme. Nearly 400 families in that complex are saving, collectively, \$10,000 every month they aren't paying the extra fee.

#### LOCAL IMPACT

## Affordable Housing in Cville

Through our support of the Public Housing Association of Residents (PHAR) and the Charlottesville Low-Income Housing Coalition (CLIH), LAJC helped secure over \$11 Million in City funding for redevelopment, along with increased tax relief for low-income homeowners and stable revenue for the affordable housing fund. We also helped to draft a contract between the City, PHAR, and a developer that gives residents a tremendous amount of control over the first phase of public housing redevelopment.

After two years of advocacy, we also helped residents secure agreement from the city to create a city-wide, comprehensive housing strategy that consolidates a city-wide zoning code rewrite, comprehensive plan, zoning map rewrite, and the writing of a formal housing strategy into a single process towards which the City has committed \$900,000. The agreement includes calls for genuine community engagement and a serious look at the racial history of housing in Charlottesville.

#### LOCAL IMPACT

## A Strong CRB

We provided significant logistical and legal support to the People's Coalition, a group of community members seeking to install a Civilian Review Board (CRB) empowered to provide meaningful oversight of the Charlottesville Police Department. The group succeeded in lobbying for the creation of an initial CRB and then the development of by-laws for the group going forward. We are now supporting their ongoing efforts to have those by-laws approved.





## LOCAL IMPACT

## Fighting Excessive Utility Fees

At the urging of public housing resident leaders in Richmond, we filed a class action lawsuit challenging the Richmond Public Housing Authority's (RRHA's) over-charging of residents for their utilities. RRHA settled with residents resulting in over \$1,295,860 being returned to current and former residents, as well as changes to RRHA's utility allowance calculation resulting in a savings of over \$433,000 in excess fees each year going forward.



A STRONG CRB

## LOCAL IMPACT

## De-ICE Virginia

We supported residents in localities throughout Virginia as they pressured local officials to end their voluntary facilitation of ICE arrests and detentions. Norfolk, Fairfax, Arlington, Alexandria, Fauquier, Harrisonburg, Charlottesville, and Albemarle took steps to limit the ways in which their resources are commandeered to terrorize immigrant communities and rip families apart.

## LOCAL IMPACT

## Release the Data

We supported successful efforts by the Richmond Transparency and Accountability Project (RTAP) to pressure the Richmond Police Department to regularly release use of force data that RTAP then used to produce a report, *Our Streets, Our Say*, which highlighted the inequities in that data. The report called for the Richmond Police Department to prioritize community input to capture & share more robust, better quality data, ban predictive policing, and establish civilian oversight.



With true structural change, there would be far less need for charity; without it, the very best charitable efforts will never be enough.

MARIAN WRIGHT EDELMAN



INDIVIDUAL IMPACT

LOCAL IMPACT

03



03

# Statewide Impact

Your support brought about statewide  
reforms to root out the inequities that keep  
people in poverty.





STATEWIDE IMPACT

## Breaking the Jail-to-ICE Pipeline

We successfully advocated for The Office of the Attorney General to issue a legal opinion advising local law enforcement that administrative warrants issued by ICE seeking to place the immigrant in deportation proceedings are not judicial warrants and do not authorize localities to detain immigrants in jail past their release dates. This opinion strengthens local advocacy statewide to end voluntary cooperation in ICE activities.

STATEWIDE IMPACT

## Medical Care Fight Continues

We continue to fight to force the state to provide adequate healthcare to the women incarcerated at Fluvanna Correctional Center for Women. We took the Virginia Department of Corrections (VDOC) back to court for a week-long trial and won a decision from Judge Moon that the VDOC was failing to fully comply with our 2016 settlement agreement.





DRIVER'S LICENSE SUSPENSION RELIEF

## STATEWIDE IMPACT

## Driver's License Suspension Relief

Our Drive Down the Debt campaign started in 2014 when a jail superintendent brought a serious problem to the Charlottesville reentry council: his jail was full of people locked up just for driving on a suspended license. To tackle the problem, LAJC recruited pro-bono attorneys to help people get their licenses back. It did not take long before realizing that trying to get people's license back one by one was not working. There were just too many people and too many barriers.

So we began building a multi-faceted campaign to end court debt license suspension. We took our campaign to the courts, to the Capitol, and to the public. Finally, after five years, four bipartisan bills, two federal court complaints, multiple report releases, and one preliminary injunction, we worked with Senator Bill Stanley, the Virginia Black Legislative Caucus, the Northam Administration, and dozens of

community partners to pass a budget amendment temporarily freezing enforcement of Virginia's license suspension statute and rescinding nearly one million suspensions that were currently in effect. As a result nearly 30,000 people had their licenses immediately restored, with the remaining people needing to take other corrective action, such as renewing if their licenses had expired while suspended.

We are working now to make this reform permanent through both continued legislative advocacy and our class action lawsuit, *Stinnie v. Holcomb*, which is currently stayed by the court until after the 2020 Virginia General Assembly session. One way or another, we will permanently end this draconian system that punishes people for their poverty by taking away their ability to lawfully support themselves and their families.





## STATEWIDE IMPACT

## Protecting Farmworkers' Rights

Based on our legal arguments, The Office of the Attorney General released a new advisory opinion that reaffirms and strengthens the rights of migrant farmworkers living on labor camps to receive visits from legal advocates and social workers who could not be prosecuted for trespassing. This is welcome news for our farmworker team, which visits hundreds of labor camps across the Commonwealth every year to build community alongside farmworkers and defend their rights.

## STATEWIDE IMPACT

## Relief for Immigrant Youth

We helped pass two bills restoring the ability of abused, neglected, or abandoned children to apply for specialized immigration relief. The bills also address the needs of other children before Virginia's juvenile courts, easing the way for any Virginia child to seek a state court's assistance in proving eligibility for other benefits such as adoption assistance, TANF assistance, and timely public school enrollment.

## STATEWIDE IMPACT

## Reducing Suspensions

In 2012, we successfully advocated for a bill to require local school divisions to report discipline data by race/ethnicity. We then analyzed and reported that data year after year and exposed the glaring racial disparities in an annual report titled *Suspended Progress*, which provides data, analysis, and recommendations on school discipline and policing reform at both state and local levels. In 2018, we led efforts to pass two bills that limited suspensions by capping the length of long-term suspensions and prohibiting suspensions for Virginia's youngest students, as well as a bill that eliminated mandatory delinquency court referrals for truancy in favor of school-based support plans.

## STATEWIDE IMPACT

## Police Role in Schools Defined

Last year we helped to shape Virginia's first model memorandum of understanding (MOU) between schools and police departments. This year we won new legislation to require MOUs between local school divisions and local law enforcement whenever officers are placed in schools, in an effort to define the scope of police duties in the school environment. Over-policing in schools can have major negative impacts on school climate and increase race-based disparities in the school-to-prison pipeline.





## STATEWIDE IMPACT

## Pre-Trial Detention Transparency

We worked with legislators to put forward a bill that would have required the state to collect more data on criminal pre-trial detention practices in Virginia. Ultimately the bill was referred to the Virginia Crime Commission for study. We are now educating the members of the Commission and other legislators about how this system harms low-income communities and communities of color and the need for transparency in order to fix it.

## STATEWIDE IMPACT

## School Safety Equals More Counselors

We have guided the school safety conversation in Virginia towards investment in school counselors and other vital support staff. We helped pass a bill requiring school counselors to increase direct services to students, and we secured \$12 million in the state budget to begin lowering counselor-to-student ratios. We also successfully advocated for an increase—ultimately totaling approximately \$25 million—to Virginia's "At-Risk Add-On" education funding stream, which directly benefits economically disadvantaged students.

## STATEWIDE IMPACT

## Exposing the Shadow School System

We successfully passed legislation to require schools to report a broad spectrum of data points on the use of alternative education in discipline matters. This bill will begin to provide a scaffolding to the otherwise entirely opaque alternative education system, while offering a road map on how Virginia should build a system with quality standards and due process for students.



INDIVIDUAL IMPACT

LOCAL IMPACT

STATEWIDE IMPACT





04

# National Impact

Your support is making a difference beyond Virginia.



## NATIONAL IMPACT

## Strengthening the Fair Housing Act

In *Reyes v. Waples*, we won a first-in-the-nation precedent-setting decision at the Fourth Circuit Court of Appeals affirming that undocumented tenants in private housing are protected under the federal Fair Housing Act and that requiring proof of immigration status can violate the Fair Housing Act if it leads to evicting Latinx families in disproportionate numbers. The Fourth Circuit's decision gives housing advocates a new, powerful tool to protect undocumented communities, and the Supreme Court declined to take up the case, securing the precedent.

## NATIONAL IMPACT

## Elevating License Suspension Reform

Our Drive Down the Debt Campaign seeks to permanently end the use of driver's license suspension to collect court fees and fines. The campaign has helped to elevate this issue nationally. Our class-action lawsuit, *Stinnie v. Holcomb*, has inspired similar efforts in half a dozen states, and the media attention the campaign and case have generated have helped put this critical justice issue at the forefront of reform efforts nationwide.



STINNIE V. HOLCOMB TEAM



REYES V. WAPLES TEAM

## NATIONAL IMPACT

## Family Separation: The Parents

In response to the family separation crisis last summer, we participated in the emergency effort to provide legal representation to parents separated from their children at the border. Over the course of a week, our group met with over 200 detained parents. While there, we saw that many parents who should have been able to get past the initial step in applying for asylum were being rejected (and placed in priority deportation proceedings) because they were too traumatized from being separated from their children to meaningfully participate in the process.

We represented five Virginia-bound families, securing their release and reunification. We also, along with Muslim Advocates, filed a class action lawsuit, *Dora v. Sessions*, arguing that these traumatized parents deserved a second opportunity to apply. The administration ultimately settled, canceling the imminent deportation of hundreds of parents and giving each a second opportunity. To date, every single parent who has been given a second chance has successfully moved on to the next step in the process, which allows them to stay in the United States while they pursue their asylum claims.



## NATIONAL IMPACT

## Family Separation: The Children

Since early 2017, the number of children in immigrant detention has risen from approximately 2,000 to more than 10,000. One of the primary reasons for this spike in detentions is that the administration has weaponized their child welfare agency by putting the families who try to sponsor children in detention at risk of being detained themselves. Many children remain in detention for no other reason than the policy forcing families into an impossible choice where getting their children out of detention puts the entire family at risk.

In response to this travesty, we filed a class action lawsuit challenging the administration's decision to require their child welfare agency to share sponsor information with ICE for the purpose of detaining sponsors and their families. We expect the case,

*J.E.C.M. et al. v. Hayes et al.*, to go to trial in early 2020. We also recently hosted a convening of some of the most prominent immigrant rights' organizations in the country to strategize around how to fight the legal structures being used to justify and execute the administration's cruel family separation policies.

## NATIONAL IMPACT

## New Network for Equity in Education

We joined legal aid and community organizing groups from across the nation as founding members of the Partnership for Equity and Education Rights, a national network fighting for full and equitable funding for public education, funding formulas that provide increased resources for vulnerable students, and revenue solutions to address inadequate funding for schools in low-income communities.



FAMILY SEPARATION

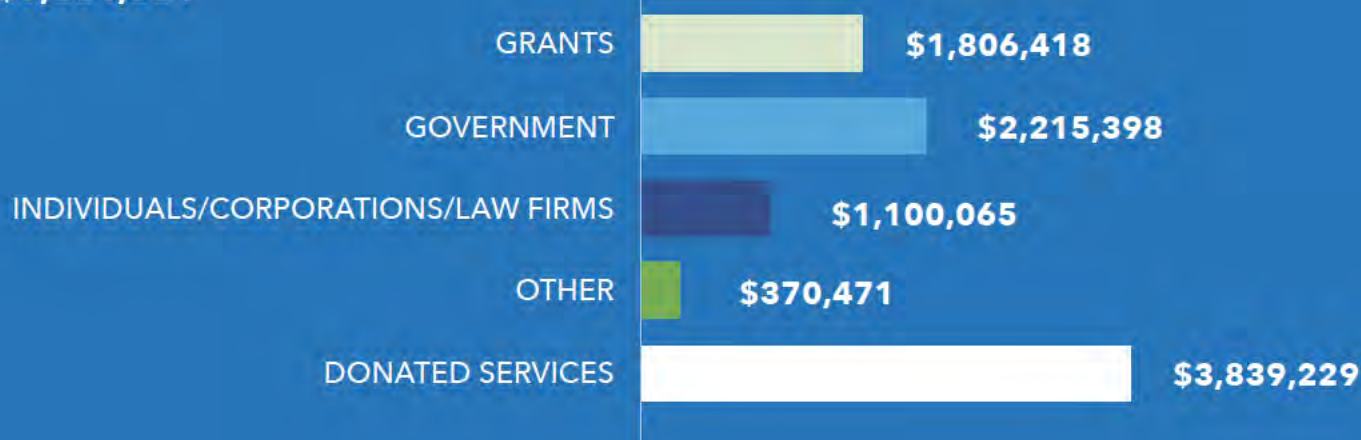


# Financials

JULY 1, 2018 – JUNE 30, 2019

## Revenue

TOTAL  
**\$9,331,581**



## Expenses

TOTAL  
**\$9,304,262**





# Our Donors, Supporters, & Partners

## JUSTICE CIRCLE

The Farkas Family Foundation  
John and Susie King  
Sonjia Smith  
Anne Wallace  
Ted and Sheila Weschler

## VISIONARY CIRCLE

Anonymous

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**Cartoon Punk: Artists  
Against Fascism**

Lily Hoyda

“Without your services, I  
would be homeless and  
my family left with a huge  
burden. Thank you.”

**LAJC CLIENT**



“Mrs. Moore made it possible for me to remain in my home. She also made it possible for me to continue my studies which will hopefully allow me to one day be able to care for myself without social security disability.”

**LAJC CLIENT**

**Tara Casey**

Alan Dow  
Anne Casey  
Karen Raschke and Don Creach  
Kristin Walinski

**Children at the border**

Analise Brower

**Angela Ciolfi**

Josephine Conover and Jeff Erkelens  
Vanita Gupta and Chinh Le  
Jim and Katie Ryan

**Jillian Collins**

Tyler Patla

**John Conover**

Millie Fife

**Tanishka Cruz**

Eugene Locke

**Jennifer Busch Daniels**

Amy Bertsch

**John Conover and Virginia Daugherty**

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P K Balsawer

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**Peggy Evans**

John Evans and Beth Neville

**Selam Eyassu**

Dr. Michael Dorsey

**Beth Feldstein & Andrew Wang**

Jennifer Kramer

**William Fogarty**

Sue Ames

**Formed Families Forward**

Becky Wolozin

**Valentia Friedman**

Robert Friedman

**David Galazen**

Lisa Soronen

**Crista Ganz**

Daniel Gecker

**Meg Gardener**

Jennifer Morris

**Dale Glaser**

Nora Glaser

**Andrew Gooding**

Alexander Bearman

**Kehan DeSousa and Dan Grant**

Benjamin Bronner

**Bob & Marjorie Green**

Trevor Levine & Courtney Futryk  
Steven Musher  
Anonymous

**Prypr and Lucy Hale**

Lloyd and Margaret Willis

**Cora Hayes**

Jessica Hawthorne

**Michele Herman**

Diane Sondheimer

**George H. Hettrick**

Dan Rosenthal

**Robert Hirschland**

Sharon Hirschland

**Alvin J Horton**

Michael Horton

**Andy Howlett**

Katherine Fourmy  
Sarah Miller

**Barbara Hulburt**

Kathy Coleman

**Immigrant families!**

Mary Kaplan

**Jonny & Kadi**

Atalay Kerem

**Kadi, Jonny, and Chippy**

Andrew Robinson

**Dan Kesselbrenner**

Benjamin Apt

**Patrick Lavelle**

Bernadette and Jim Lynch

**Dean & Ann Lhospital**

Christa Bennett

**Lincoln Lhospital**

Christa Bennett

**Ira Magaziner**

Jonathan Magaziner

**Maria**

Frank Dukes

**Nick Marritz**

Don Kreger

**Henry L. Marsh III**

Benjamin and Cheryl Ragsdale

**Zac Maslia**

Jack DiMatteo

**Anna H. Mason**

John Mason

**Melissa Mayer**

David Mayer

**Robin Mayer**

Claire McMullan

**Julie McConnell**

Martin McConnell

**Jack McMorrow**

Sean McMorrow

**Liz Moore**

Leigh and Tim Freilich

**Dan Moshenberg**

Monica Arach

**Sammie Moshenberg**

Donna Gary

**My Luu**

Charu Chandrasekhar

**My Neighbors**

Michelle Morse-Busard

**My students**

Mary Lane

**Rachel Nadas**

Susan and Stephen Nadas

**Cynthia Neff**

David Stucky

**Veronica Neisler**

Roland Argel

**William Nichols**

Kirsten Vitrikas

**Mohamed Noor**

Erica Coates

**Stephen Northup**

Timothy and Jo Liana King

**Chip Nunley**

Kristopher McClellan

**Melissa Ogden and Baris Yildirim**

Alexandra De Leon

**Rozanne Oliver**

David Anderson

Karen Brown

**Our children and our parents**

Karen Peiffer

**Peoples Caravan To Farmville**

Amanda Kelly

**Marcus-David Peters**

Robin Gahan

**Juris P. Prudence**

Whitney Fisler

**Erika Ramsdale**

Lynn Sell

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Anne Barriault

**Smeeta Rishi**

Jasmine Rishi

**Hallie Ryan**

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**Simon Sandoval-Moshenbberg**

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Sammie Moshenberg

Abby Wilkerson

**Rebecca Schectman**

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Diane Rosario

**Lynn Stitler**

Diane Rosario

**Doug Stoner**

Katherine Adams

**Ryan Stoner**

Katherine Adams

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**The immigrant advocacy work you are doing.**

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**Angie Tyson**

Katherine Sivinski

Stacy &amp; Peter Leff

**Unaccompanied minors**

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**Gina Upchurch**

Mary Boltwood

**Anderson Van Buskirk**

Giny Cheong

**Jonathan Veldhuyzen**

Anette Veldhuyzen

**Harmon Clayton Corrigan Wellman**

Dan Rosenthal

**Gene Wexler**

Celia Wexler

**Alex Wheeler**

David Wheeler

**Becky Wolozin**

Steven Beckman

**Becky Wolozin and all the families who have been separated**

Sara LaCava Lieberman

**Elizabeth Woodard**

Lloyd and Margaret Willis

**Judy and Mike Woods**

Diane Rosario

+ deceased





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Becky Wolozin, Attorney

“Continue doing what you’re doing, and thanks for being in the struggle with us.”

**JOY JOHNSON**

*Board Member*

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Arnoldo Borja, Community Organizer

My life has changed tremendously for me and my family. LAJC gave me my life back. Because of legal aid, I'm back on my feet again. I'm 100% satisfied with my outcome.

LAJC CLIENT



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**PALMER**  
College of Chiropractic

2020

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# *The Case for Chiropractic:* **How Chiropractic Care Benefits Patients and Insurers**



*“Low-back pain is the  
No.1 cause of disability  
worldwide and the  
top reason opioids are  
prescribed.”*



**PALMER**  
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# Introduction



Chiropractic care warrants a new look by health-care professionals, physicians and health-plan payers as a safe, effective and non-invasive approach for spinal health and well-being. It offers drug-free, holistic, conservative care that's centered on each patient's needs. Today, there's strong data supporting chiropractic care including a wealth of findings from academic and aggregated clinical studies.

Spinal pain is common among American adults. About two-thirds, or around 207 million people, have experienced serious enough back or neck pain to seek help from a health-care professional at some point in their lives, according to the latest report in a multiyear, large-scale study conducted with Gallup.<sup>1</sup> Low-back pain is the No.1 cause of disability worldwide and the top reason opioids are prescribed.<sup>2</sup> Back and neck pain combined have a greater impact on global public health than HIV-AIDS, malaria, stroke, Alzheimer's disease, traffic injuries or diabetes.<sup>3</sup>

Billions of dollars are spent each year to address spinal pain in the United States.<sup>4</sup> For insurers and other health-care payers, it's time to recognize that endorsing and covering chiropractic care will save their organizations money and heighten patients' quality of care. Endorsing chiropractic care will reduce payouts for other, more expensive health-care options that patients often do not prefer and are less effective.

Understanding that this option for musculoskeletal pain management and overall wellness is often covered by health insurance and doesn't require an extended series of visits also has made chiropractic care popular. Health-care plan payers,

from the Department of Veterans Affairs to private-sector insurers, are awakening to the benefits of chiropractic care.

Doctors of chiropractic are conservative-care professionals who are expert in administering less-invasive, low-cost care that supports the body's natural healing and can ameliorate and even prevent the need for riskier treatments such as prescription narcotics.<sup>5</sup>

Research indicates that overall health-care expenditures may be lower for U.S. adults with neck and back pain who seek care from complementary and integrative health-care professionals like chiropractors.<sup>6</sup> That means cost savings (i.e., increased earnings) for health insurers and government payers alike.

Notably, research shows that many adults seeking relief for significant neck or back pain chose to see a medical doctor or physical therapist, rather than a chiropractor, because they have insurance coverage for those modes of care.<sup>7</sup> Increased coverage for chiropractic would predictably lead to increased utilization. Nearly half of adults who have been to a chiropractor within the last five years say they would go more often if care was less expensive.<sup>8</sup>

Today, there are more reasons than ever for payers to support chiropractic care.



do those with insurance for chiropractic care. Payers should scrutinize the fact that our 2017 survey with Gallup found that 60 percent of chiropractic patients in the past year had coverage for chiropractic care, with 46 percent of them reporting that insurance paid for only some of their chiropractic care. Patients' primary reasons for their out-of-pocket expenses were the use of out-of-network doctors and unmet deductibles.<sup>13</sup>

In response to a wave of new research about chiropractic care that endorses its benefits, some insurers and payers are working to remove barriers for policyholders. For example, UnitedHealthcare in July 2019 started offering employers in some states a benefit for policyholders with acute low-back pain that makes it more affordable to access physical therapy and chiropractic care. It plans to expand the benefit to employers with self-funded plans and in more markets in 2020 and 2021.

## Insurance Awareness

### WHAT CAN HEALTH PLANS DO?

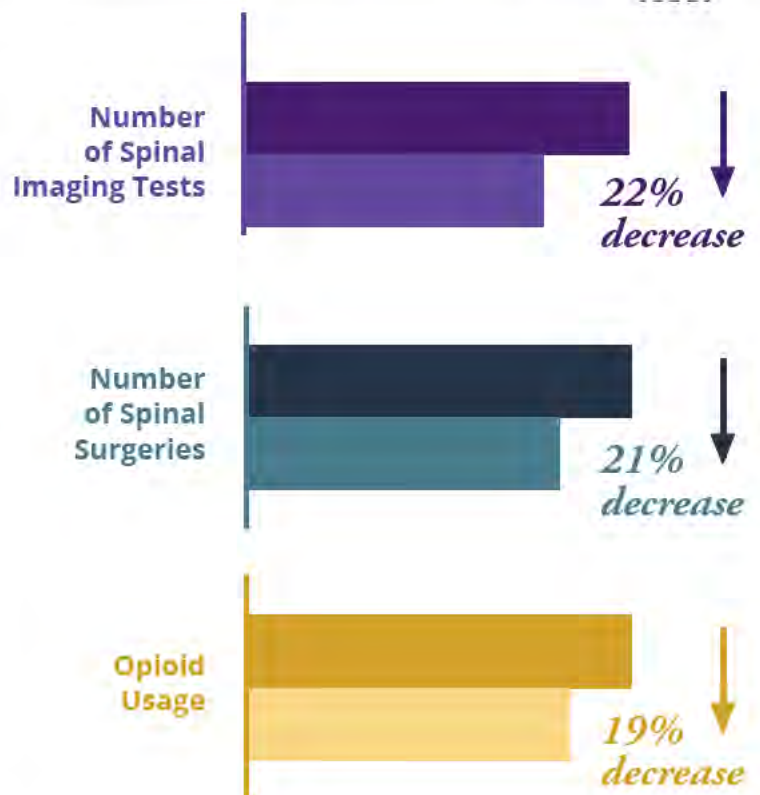
For many companies, musculoskeletal complaints are the No.1 reason employees go to a health-care provider.<sup>9</sup> Clinical studies have shown spinal pain regularly co-exists in patients with other physical and mental illnesses.<sup>10</sup>

Health plans, from Medicaid to Medicare to private-sector insurers, usually cover physical and occupational therapy and chiropractic care for chronic pain, but a recent medical research study found that visit limits and prior authorization restrictions by the insurers are common. Lack of consistent insurance coverage and management of patient use by payers underscores the need to improve payment for management of chronic, non-cancer low-back pain when it's such a widespread condition.<sup>11</sup>

Chiropractic care safely reduces patients' pain and health-care costs. "The average cost of a low-back injury claim in the U.S. is \$15,884. When a worker with such an injury receives at least 75 percent of care from a chiropractor, the claim cost decreases to \$12,202 and when the worker receives at least 90 percent of care from a chiropractor, the average cost declines even further to \$7,632."<sup>12</sup>

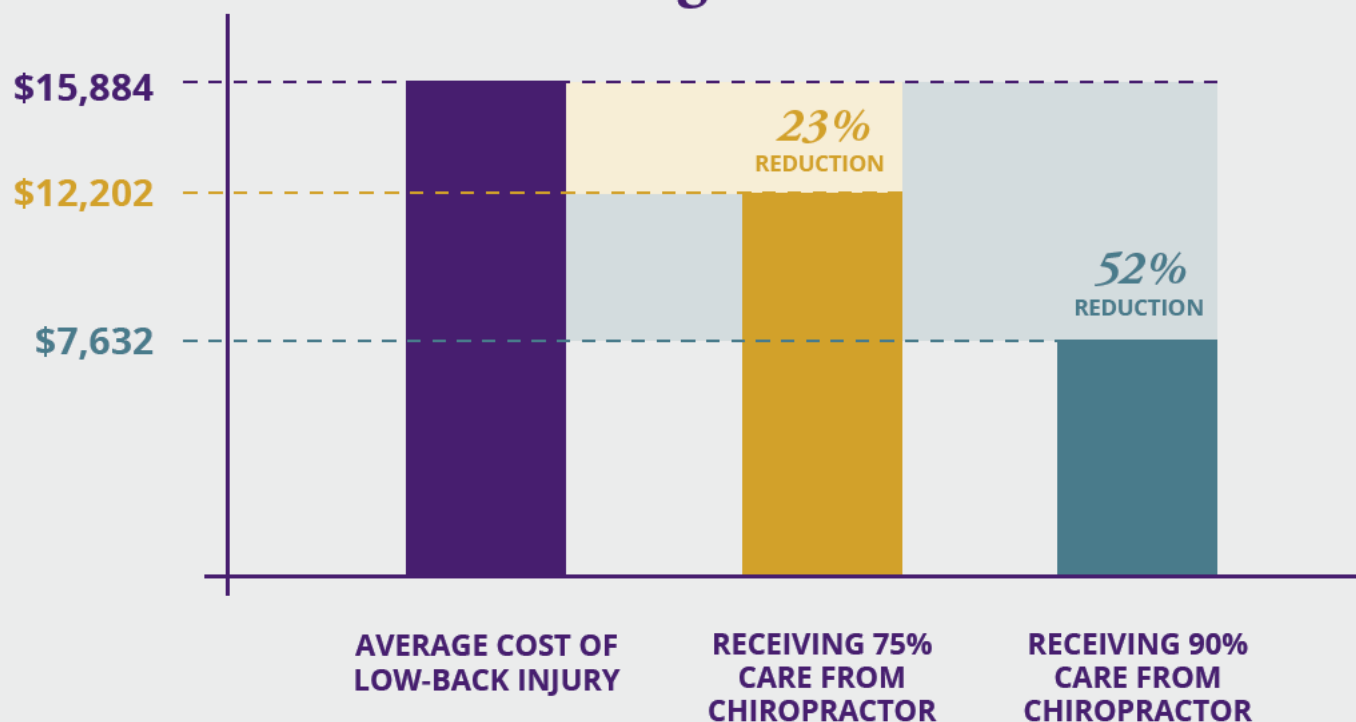
In the same vein, research with American adults shows that chiropractic patients without insurance for this type of care pay nearly twice as much for a typical chiropractic appointment as

### Forecasted Impact of Chiropractic Benefits by 2021





## Cost Savings for Patients



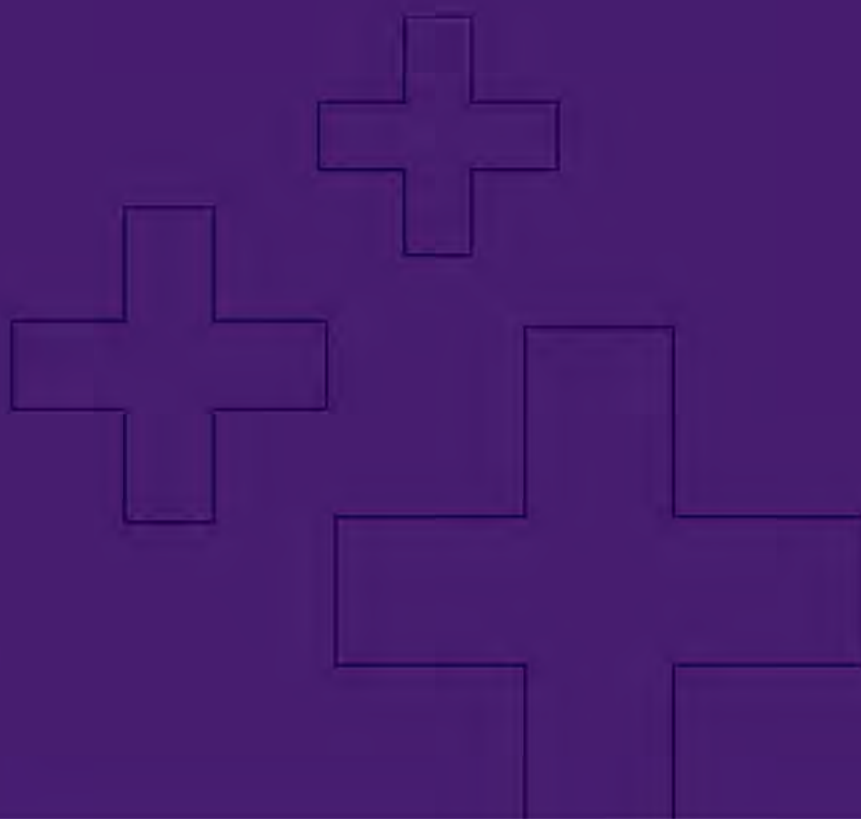
The company says it hopes to improve health outcomes, reduce costs and avoid often-unnecessary invasive methods and opioid prescriptions. UnitedHealthcare based its decision on a new report about non-pharmaceutical care for low-back pain issued by OptumLabs.

With the updated benefit design, UnitedHealthcare plan participants enrolled in eligible employer-sponsored health plans can pay nothing out of pocket (including waived deductibles or copays) for the first three visits if they select physical therapy or chiropractic care for the management of low-back pain. Based on its own analysis, the insurer says that by 2021 this benefit design has the potential to reduce the number of spinal imaging tests by 22 percent, spinal surgeries by 21 percent and opioid use by 19 percent — while lowering the total cost of care for eligible plan participants and employers.<sup>14</sup>

Critically, the OptumLabs study confirmed that higher out-of-pocket costs made it less likely for patients with low-back pain to choose clinically recommended non-invasive care, such as physical therapy and chiropractic.

UnitedHealthcare's coverage changes are a great example of how evidence from rigorous research can trigger innovation, leading to positive changes for health-plan members' lives. The OptumLabs report that persuaded UnitedHealthcare to ease access to chiropractic care for its policyholders could show more health plans how to play an important role in making it easier for consumers to consider non-invasive therapies for lower-back pain.





Recent medical research studies suggest that making a consultation with conservative-care therapists may be a beneficial strategy to reduce the risks of early- and long-term opioid use.

Modifying health insurance benefit designs could be one way to encourage patients to use these non-invasive therapies as a first line of treatment for their low-back pain.



#### OPTUMLABS STUDY



## Mainstream Acceptance

### EVIDENCE ENDORSES RESULTS

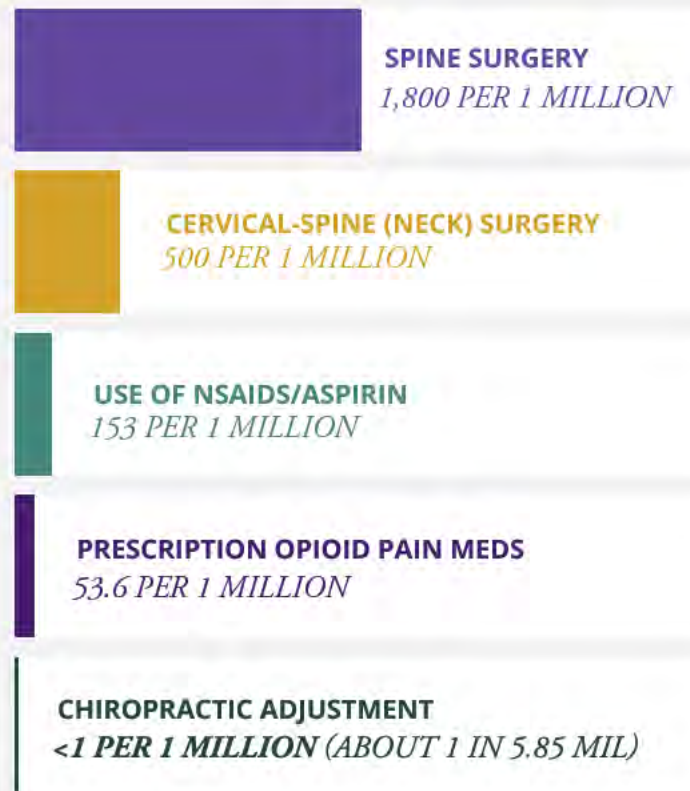
Doctors of chiropractic receive years of rigorous graduate education and clinical training. They are educated in basic sciences, clinical sciences, and to integrate research evidence, clinical experience and patient preferences in their care. Through chiropractic adjustments and other manual care, they embody a tradition of compassionate effectiveness that yields high patient satisfaction. They are ready to collaborate and coordinate with other health professionals caring for their patients, and they strive to enhance patients' quality of life.

Scientific evidence for how patients progress under chiropractic care has been confirmed in many randomized clinical trials and systematic reviews, which compile results of numerous randomized trials. A recent systematic review of 51 randomized trials conducted by RAND, a major health-services research organization, and published in the peer-reviewed *Spine Journal*<sup>15</sup> concluded that, "manipulation and mobilization are likely to reduce pain and improve function for patients with chronic low-back pain."

Another systematic review of 15 randomized trials published in the *Journal of the American Medical Association*<sup>16</sup> found that, "among patients with acute low back pain, spinal manipulative therapy was associated with modest improvements in pain and function at up to six weeks."

Patients seek out the non-drug benefits of chiropractic with a growing understanding of the years of rigorous, hands-on clinical training and preparation that doctors of chiropractic undergo. Soundness of care is a major reason that adults with neck or back pain chose their health-care provider, our 2018 survey with Gallup concluded. Just over half (51 percent) said they opted for chiropractic care because "this health-care professional provides the most effective treatment for my pain."<sup>17</sup> Through health-care payer education, we can keep adding to the level of insurers' comfort and confidence about chiropractic care and its positive outcomes.

### Know The Risks Of Serious Side Effects/ Death Associated With Common Treatments For Musculoskeletal Pain





## WHAT IS CHIROPRACTIC CARE?

Chiropractic care offers safe, effective and non-invasive management of back and neck pain, but chiropractic is much more than an effective modality to address spine pain. It's a health-care profession that focuses on the structure and function of the locomotor system and related systems of the body and their impact on overall health. Doctors of chiropractic are primary-care professionals who specialize in spinal health and well-being. Through careful spinal adjustments, teamed with coaching on diet, exercise and overall good health habits, patients can tap into the body's homeostatic intelligence and powers of self-healing to restore proper function.

Our research, gleaned from the series of annual perception surveys conducted with Gallup since 2015, shows millions of adults in the United States are more likely to describe chiropractic care and physical therapy as "very effective" for significant back and neck pain (70 percent combined), while just 15 percent thought the same of back surgery's effectiveness.<sup>18</sup>

Patient-centered, integrated care that includes chiropractic is appropriate for most patients with musculoskeletal problems. Doctors of chiropractic are eager to work with other health-care professionals to find the most effective management option for improved patient outcomes.

Models of healthcare that integrate chiropractic are preferred over the more traditional approaches to the handling of back pain, which commonly involves emergency-room visits, liberal use of imaging, opioids, spinal injections and surgery.<sup>19</sup>

More broadly, clinical researchers have identified potential solutions that offer new directions for chiropractic care. These include the redesign of clinical pathways, integrated health and occupational interventions to cut work disability, changes in compensation and disability claims policies, and public health and prevention strategies.<sup>20</sup>

In our 2017 survey, patients who had seen a medical doctor, chiropractor or physical therapist for significant back or neck pain in the last 12 months rated their chiropractors and physical therapists particularly well on style of interaction and wait times. Roughly nine out of 10 patients surveyed who saw a chiropractor said he or she listens, provides quick, convenient access to care, demonstrates compassion and

## Quality Care Rating



**9 out of 10 patients** surveyed who saw a chiropractor said he or she **listens, provides quick, convenient access to care, demonstrates compassion and explains things well.**

explains things well. Of those who had seen a medical doctor for the same pain in the last year, most were less likely to say their medical doctor often did these things.<sup>21</sup>



Absolutely (the chiropractic clinic is valued), especially now in the day and age that we live where we're looking to keep costs down and look for other alternatives besides prescription drugs and surgeries. I think it's definitely a good thing to have chiropractic integrated in with the hospital network."

---

LEHIGH VALLEY HEALTH NETWORK STAFF MEMBER





“

*I cannot express my gratitude enough for this competent doctor... for me it is life-changing. To be semi-pain-free in that joint is something I cannot remember ever.”*

**NICOLE ROACH**

## *Patients' Stories Matter Most*

Patients may be the most effective champions of chiropractic care, and health-care providers and insurers should listen to their stories.

### **NICOLE ROACH**

Nicole Roach, pictured above, by age 30 had suffered for 16 years with chronic pain in her right sacroiliac, or SI joint, where the iliac bone articulates with the sacrum helping to form the pelvis. She had seen an array of specialists and therapists and had tried many forms of alternative medicine to relieve her constant pain. She even was put on a pain-management program that included invasive injections into her spine and SI joint for more than a decade. Nicole eventually turned to chiropractic care in her quest for a diagnosis.

With the help of a doctor of chiropractic, she found relief and has started to live almost pain-free, exercise more (see photo above) and enjoy new activities.

“The doctor thoroughly listened to my complications, explored options that had never been thought of or done for me, and has reduced my pain level of a constant 8 on the pain scale in that joint for over 16 years to a 2-4.”



## SHARON GILMORE

Another chiropractic patient, military veteran Sharon Gilmore, pictured below, tells a similarly transformative story. After being medically discharged from the armed services, Sharon struggled with depression, anxiety and chronic pain in her neck and back. Her very first visit to a chiropractor gave her pain relief, better sleep and improved health. "Since I've been getting adjusted and going to the gym and working out, I can honestly say it helps me manage my PTSD (post-traumatic stress disorder) a whole lot better. It's helping me to function on a daily basis."

Now chiropractic is a way of life for Sharon, and she tells everyone to try it.



SHARON GILMORE



## Care Collaboration

### LOW-BACK PAIN CAUSES MOST DISABILITY

As noted, low-back pain and other musculoskeletal problems are the top reason employees go to a health-care provider, which has striking implications for health plans and policy.<sup>22</sup>

Beyond being a well-documented, effective care for that back pain that plagues so many, chiropractic care also offers benefits for sufferers of neck, upper- and mid-back discomfort, as well as people beset with shoulder, elbow and knee pain, and migraines and headaches, including problems resulting from auto accidents or sports injuries.

As insurers and health-care policy makers are starting to recognize, favorable outcomes often result from the use of chiropractic care integrated with other conservative-care methods such as physical therapy, acupuncture and yoga/exercise/stretching. They perceive the value in providing coverage for good-quality care that often achieves similar outcomes as more-invasive methods that lead to longer recovery and claims periods.



## *Holistic Health*

### NON-DRUG PAIN MANAGEMENT

With the opioid crisis driving a search for other pain-management options, chiropractic care can be an outstanding choice among non-drug therapies. Lower-back pain is the most common reason for an opioid prescription in general—52 percent of prescribed opioids are for lower-back pain, according to new research by OptumLabs and Boston University School of Public Health.<sup>23</sup>

The team's study, recently published in the medical journal *BMJ Open*,<sup>24</sup> found that individuals who received initial non-invasive care from a physical therapist, chiropractor or acupuncturist for their new-onset lower-back pain had decreased odds of short- and long-term opioid use, compared with those who received initial care from a primary-care provider or specialist physician.<sup>25</sup> Acknowledging this drug-free option's success rate could reshape public policy and insurance coverage related to prescriptions for habit-forming medications to address back pain.

Our research shows that Americans prefer drug-free pain management and are very aware of the dangers associated with opioid use and the potential for abuse. In fact, 78 percent prefer to try other ways to address their physical pain before

they take pain medication prescribed by a doctor. About a third, or 31 percent, say chiropractic care is safer than prescription pain medication for significant neck or back pain.<sup>26</sup> And 44 percent of Americans we surveyed see prescription painkillers as a “crisis” or “very serious problem” in their local area.<sup>27</sup>

As concern over the nation's opioid epidemic has grown, non-drug pain management choices like chiropractic care have earned more attention and acceptance from the medical community. Pursuing drug-free options can also be attractive to employers and insurers because the cost is often lower and disability leave is minimized.



## Opioid Prescriptions

Lower-back pain is the most common reason for an opioid prescription in general — **52 percent of prescribed opioids are for lower-back pain.**





## AMERICAN COLLEGE OF PHYSICIANS LBP GUIDELINES

The American College of Physicians' (ACP) current guideline recommends the spinal manipulation therapy, or SMT, provided by chiropractors as a first-line non-drug treatment for acute low-back pain. For chronic sufferers, the ACP recommends chiropractic care along with conservative interventions such as exercise, low-level laser therapy, acupuncture and yoga.<sup>28</sup> It also recommends a treatment schedule of two to three times a week for two to four weeks for acute or subacute pain.<sup>29</sup>



Beyond pain management, chiropractic care offers holistic wellness benefits that more employers and healthcare payers are starting to realize. Some major corporations even provide on-site chiropractic services as part of wellness care for their employees. In a recent study by Daniel Lord, D.C., and other spine specialists, findings showed that integrating physical medicine in employer-sponsored clinics decreased wait times for these services to seven days (two to four times faster than visiting a doctor's office or clinic). Patients receiving care in employer-sponsored clinics also experienced marked improvements in their avoidance of actions they thought would cause back-related pain, and in their functional status, or the measure of their ability to perform daily activities. All these improvements happened in eight fewer visits than were needed to a health-care provider outside of the workplace, resulting in \$472 to \$630 savings/patient episode.<sup>30</sup>

Health-care administrators, physicians and patients all value the synergies when chiropractic care is used in multidisciplinary settings, according to new research. Fully integrating chiropractic

care improves outcomes, reduces costs and absenteeism and increases employee retention for companies.<sup>31</sup>

Insurance companies stand to benefit in similar ways from covering integrated options. Public-health programs also note the benefits of chiropractic care when opioids have been prescribed for back and joint pain. Among veterans of recent U.S. wars, a 2018 study found nearly one-third of patients receiving VA chiropractic services also received an opioid prescription, yet the frequency of opioid prescriptions was lower in three 30-day time frames assessed after patients' chiropractic visits than before.<sup>32</sup>

Studies of Medicare patients and of more than 2 million insurance subscribers report total annual healthcare costs to be 30 percent to 50 percent less with chiropractic care than with medical doctor-only care for back pain.<sup>33</sup>





Anthony Lisi, D.C. (at right in photo), knows the benefits that chiropractic care can have for disabled or chronic back and neck pain sufferers from the armed services. He's national director of chiropractic services for the Veterans Health Administration, the largest integrated healthcare system in the U.S. He was instrumental in establishing the first federally funded chiropractic residency training program at the VA. The VA began providing chiropractic care for veterans in 2004, and in recent years has worked with 44,000 former service members each year.



**ANTHONY LISI, D.C.**

*National Director of  
Chiropractic Services,  
Veterans Health Administration*

**SINCE PROVIDING  
CHIROPRACTIC CARE,  
THE VA HAS TREATED  
44,000 FORMER  
SERVICE MEMBERS  
EACH YEAR**

## Medicare Patients Drastically Reduce Annual Costs With Chiropractic Care

**2 million insurance subscribers** report total annual healthcare costs to be **30 to 50 percent less with chiropractic care** than with medical doctor-only care for back pain.





DANIEL LORD, PALMER ALUMNUS

Daniel Lord, D.C., CCSP ®, a 2008 graduate of Palmer College of Chiropractic West in San Jose, California, is the clinical program director at Crossover Health, which provides integrated primary care services to Fortune 500 companies across the country.

Crossover's program includes chiropractic care as a core offering, to help reduce musculoskeletal cost and improve the health outcomes of its members.

Dr. Lord was the lead contributor to a May 2019 research paper that confirmed that a strategy of early access to physical therapy in workplaces has been associated with a 36 percent improvement in patient outcomes, 52 percent less imaging, 56 percent fewer spinal injections, 59 percent less lumbar surgeries, and 62 percent less opioid use.<sup>34</sup>



# *Resounding Results*

## **RESULTS SPEAK FOR THEMSELVES**

Why do patients request and return for chiropractic care?

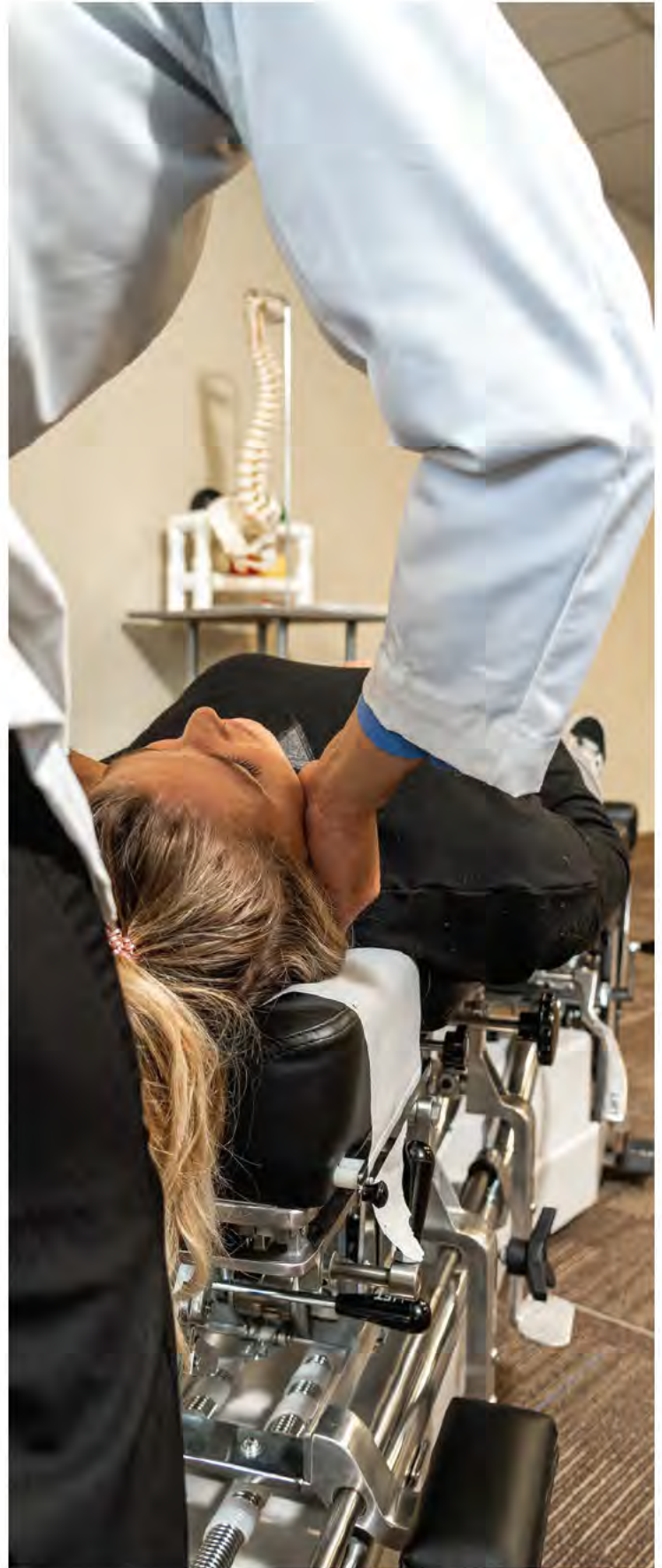
A recent study led by investigators at the Palmer Center for Chiropractic Research, done in conjunction with the RAND Corporation and the Samueli Institute, found that patients suffering from low-back pain who received chiropractic care in addition to usual medical care had better short-term improvements in low-back pain intensity and pain-related disability when compared with those who received usual medical care alone.

Results of this groundbreaking research are chronicled in the Journal of the American Medical Association's online JAMA Network Open.<sup>35</sup> The study—the largest randomized clinical trial in chiropractic research in the United States to date—took place from September 2012 to February 2016 and involved 750 active-duty U.S. military personnel at three sites across the country.

The prevalence of low-back pain among U.S. adults is estimated at 20 percent, with 50 percent to 80 percent of people reporting a significant episode at some point in their life. Low-back pain is also one of the most common causes of disability in U.S. military personnel.<sup>36</sup> So the policy implications for offering and insuring conservative care like chiropractic for such a large governmental patient group are broad and encouraging.

"This patient-centered, multi-site, pragmatic clinical trial provides the strongest evidence to date that chiropractic care is safe, effective and can be integrated into multidisciplinary healthcare settings," said Christine Goertz, D.C., Ph.D., lead author of the military personnel study. "These findings are critical as the United States healthcare system looks for ways to implement existing national guidelines from groups such as the American College of Physicians and the Joint Commission that recommend non-drug approaches, such as spinal manipulative therapy, as the first line of care for low-back pain."<sup>37</sup>

Such evidence also could translate into reduced spending on claims — and ignoring it could be costly. A 2018 international clinical study published in *The Lancet* concluded that "without the collaborative efforts of [patients], policy makers, clinicians and researchers necessary to develop and implement effective solutions, disability rates, and expenditure for low-back pain, will continue to rise".<sup>38</sup>





## In Conclusion

Robust data collected by the Palmer Center for Chiropractic Research, in tandem with a wealth of supporting findings from academic and aggregated clinical studies, shows us that a new era has arrived for chiropractic care. The attractions are many for drug-free, holistic conservative care that's centered on each patient's needs. Traditional physicians and health-plan payers will benefit from learning how integrated healthcare involving chiropractic can help the patients they care for and cover—while saving on claims.

The safe, effective and non-invasive nature of chiropractic care warrants a new look by others in the health-care professions who may not have considered the latest scientific evidence.

Making insurance coverage for this care available and easier to understand is an important part of advancing chiropractic care today. Insurance providers that make proactive benefit-design changes, and companies working with private-sector employer plans and government payers, are essential to opening the door to wellness for many more patients in the United States.

Many people have the impression that the use of integrative health care creates substantial add-on costs for healthcare systems and individual payers. This is simply not true.

*The safe, effective and non-invasive nature of chiropractic care warrants a new look by others in the health-care professions*

The actual cost—\$33 billion—is pocket change compared with the \$268 billion spent out-of-pocket on conventional care in the same year.<sup>39</sup>

Although an estimated 35.5 million Americans see a chiropractor in a year,<sup>40</sup> further patient education will boost

the numbers who find relief from this approach. It's also critical to realize that almost half of U.S. adults do not know whether their insurance covers chiropractic care. A lack of knowledge about health insurance coverage for this form of care, along with sensitivity toward costs, may be barriers preventing some from using chiropractic services.<sup>41</sup> This knowledge gap can be filled by payers and practitioners through accessible plan design, flexible methods of payment and patient education.

A range of evidence supports the cost-effectiveness of chiropractic management. More parties, from patients to payers, need to recognize and gain from the fact that chiropractic focuses on maintaining health naturally. Research shows that 95 percent of past-year chiropractic users say it's effective, and 89 percent recommend chiropractic to their family and friends.

Chiropractic and other integrative health practitioners are leading the shift away from condition-focused care toward health-oriented care. Making access to these providers an option for every patient, through all health insurance products in every state, will have significant short- and long-term impacts on both the health and economy of the United States.<sup>42</sup>





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Representation matters. It matters because it impacts how we interact with our fellow Americans, the way that we educate our children, and it shapes our path forward as a democracy.

Storytelling and filmmaking have suffered from a lack of representation of important groups that influenced American democracy, notably Native Americans. Native culture is rich, steeped in history, and multifaceted, yet mainstream films do not often capture this nuance.

Please join us this **November 21-24, 2019** for the Pocahontas Reframed “Storytellers” Film Festival to honor the contributions of Native Americans and reinvigorate conversations about telling stories of indigenous life.



Pocahontas Reframed “Storytellers” Film Festival is a Legacy Project of American Evolution™ 2019 Commemoration

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THIRD ANNUAL

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NOVEMBER 21-24, 2019  
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## ABOUT THE FESTIVAL

## POCAHONTAS REFRAMED

### REFRAMING NATIVE AMERICAN LIFE AND EXPERIENCE THROUGH FILM

Representation matters. It matters because it impacts how we interact with our fellow Americans, the way that we educate our children, and it shapes our path forward as a democracy. Storytelling and filmmaking have suffered from a dearth of representation of important groups that influenced American democracy, notably Native Americans.

Native culture is rich, steeped in history and multifaceted, yet mainstream films do not often capture this nuance. The Pocahontas Reframed “Storytellers” Film Festival honors the contributions of Native Americans and aims to raise awareness about Native American language, cultures, and societies through films that share Native American perspectives.

The festival, which is the only one of its kind on the East Coast, brings together producers, directors, authors, cineastes and actors who share a passion for film, and features experiential learning opportunities for the entire public.

The Pocahontas Reframed “Storytellers” Film Festival is a Legacy Project of the American Evolution™ 2019 Commemoration.





## HIGHLIGHTS



HOSTILES



RUMBLE



MORE THAN  
A WORD



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## POCAHONTAS REFRAMED

### ABOUT

Pocahontas Reframed strives to bring together artists, authors, filmmakers, and actors willing to share, teach, and explain their creativity and history. The Festival includes Native American-affiliated classic and recently released films that have been official selections of world-renowned festivals including the Sundance Film Festival, the American Indian Film Festival (San Francisco), and the Toronto International Film Festival.

### PREVIOUS ATTENDEES

MICHAEL HORSE  
*ACTOR*

PAMELA PIERCE  
*CEO, SILVER BULLET PRODUCTIONS*

SAM BEARPAW  
*ACTOR*

SHELLEY NIRO  
*FILMMAKER*

PIERRE-WILLIAM GLENN  
*FRENCH CINEMATOGRAPHER*

FEDERICO CUATLACUATL  
*FILMMAKER*

CARY MORIN  
*GUITARIST*

DARLENE NAPONSE  
*FILMMAKER*



\$2,500

SUPPORTING SPONSOR

Tickets	6 VIP tickets - includes access to special events and VMFA reception (\$50 value each)
Website	Recognition and link on sponsor page on website
Program	Recognition of sponsor on page in festival program (over 35,000 distributed by <i>Style Weekly</i> prior to festival)
Film Poster	Logo on film poster
Social Media	1 mention during festival week on all platforms: Facebook, Instagram, and Twitter

\$5,000

LEADING SPONSOR

IN ADDITION TO THE SUPPORTING SPONSOR BENEFITS

Tickets	8 VIP tickets <b>in total</b> - includes access to special events and VMFA reception (\$50 value each)
Theater & Reception Signage	Recognition of sponsor logo in onsite signage
Website	Sponsor logo and link on sponsor page on website
Onscreen	Recognition in pre-trailer scroll before all films
Festival Program	Dedicated ¼ page ad (over 35,000 distributed by <i>Style Weekly</i> prior to festival)
Social Media	2 <b>total</b> mentions on all platforms: Facebook, Instagram, and Twitter

\$10,000  
STAR  
SPONSOR

IN ADDITION TO  
THE LEADING  
SPONSOR BENEFITS

Tickets	12 VIP tickets <b>in total</b> - includes access to special events and VMFA reception (\$50 value each)
Festival Program	Dedicated ½ page ad (over 35,000 distributed by <i>Style Weekly</i> prior to festival)
Social Media	3 <b>total</b> mentions on all platforms: Facebook, Instagram, and Twitter
Access	Access to hospitality suite



\$15,000

PREMIERE SPONSOR

IN ADDITION TO THE STAR SPONSOR BENEFITS

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Tickets	20 VIP tickets <b>in total</b> - includes access to special events and VMFA reception (\$50 value each)
Comprehensive Logo Placement	Recognition in all marketing materials
Press	Recognition in press efforts
Speaking	Opportunity for company/organization representative to intro a film or panel
VIP Dinner	Sit-down dinner with filmmakers, actors and festival organizers
Festival Program	Dedicated full page ad (over 35,000 distributed by <i>Style Weekly</i> prior to festival)
Social Media	5 <b>total</b> mentions on all platforms: Facebook, Instagram, and Twitter
VMFA Reception Integration	Official name integration - i.e. reception made possible by X Option to display materials at VMFA launch reception Co-branded step-and-repeat Opportunity for company representative to speak as part of program

## SPONSORSHIP LEVELS

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## POCAHONTAS REFRAMED

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### CREATIVE OPPORTUNITIES *ADD-ONS*

#### **Filmmakers Program Sponsor**

Co-create a grant together for a Native American filmmaker to commission an original film to premiere at the festival.

#### **Talent Sponsor**

Speaker fee for specific filmmaker / actor to attend with a private meet and greet.

We are also open to creative opportunities to amplify the brands of our sponsors. If you'd like to be incorporated in a way you don't see listed, please let us know. We are happy to discuss additional options.

# CONTACT US

## POCAHONTAS REFRAMED "STORYTELLERS" FILM FESTIVAL

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### Address

Pocahontas Reframed SFF  
1154 Pocahontas Trail  
King William, VA 23086

### Web

PocahontasReframed.com  
@PRSFilmFest

**Brad Brown** Festival Organizer

**Email** [Director@pocahontasreframed.com](mailto:Director@pocahontasreframed.com)

**Sam Proctor** Sponsorship Coordinator

**Email** [Sproctor@fandr.com](mailto:Sproctor@fandr.com)

**Phone** 804.393.1382

### Deadline

The deadline for sponsorship is August 1, 2019. Please have your logo and any additional brand materials submitted by August 15, 2019.

The festival is a Legacy Project of the American Evolution™ 2019 Commemoration.

Pocahontas Reframed "Storytellers" Film Festival is a tax deductible charitable organization (501(c)3).





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To put Christian principles into practice through programs that build healthy spirit, mind and body for all.

#### CARING, TRAINED STAFF

You can depend on the Y to make sure that your children are well supervised. All of our Summer Camp staff go through a complete background check and are certified in CPR and First Aid.

#### LICENSING

The YMCA Summer Camp program is licensed by the Department of Social Services to operate as a child care facility.

#### GUARDIAN PROGRAM

The Y makes membership and programs available regardless of ability to pay full fees. If you have a financial hardship, please ask us about our Guardian Program; we want your child to learn, grow and thrive.

### SUMMER CAMP LOCATIONS

FORT MONROE YMCA

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# WHAT MAKES THE Y YOUR BEST CHOICE?

With more than 80 years of camp experience, the Y leads the way to give campers their best summer ever!

We believe summer camp can spark new possibilities. We create a safe environment for kids to unplug, lookup, and imagine Y. We encourage campers to use summer programs as a playground to make new friends and explore activities like art, drone discovery, and culture & travel, while enjoying a variety of outdoor activities.

## WHERE EVERY CHILD CAN... ACHIEVE, BELIEVE, & MAKE FRIENDS

**Camper Choice and Play.** Provides campers an important opportunity to make individual choices and feel a sense of belonging.

**Camper-Planned Events.** Engaging campers to select, organize, and run an event builds collaboration and leadership skills.

**Crew Service.** Responsibility activities encourage campers to feel a sense of ownership for maintaining the camp.

**Family-Engagement Events.** Family orientations, family nights, and parent and caregiver lunches connect families to the camp experience.

**Huddle Group.** Getting to know campers' interests, and qualities during small-group interactions creates a positive environment, promotes friendships, and reduces conflicts.

**Opening & Closing Ceremonies.** Campers participate in fun and engaging routines, recognize and celebrate campers and counselors, and experience a positive social environment.

## JOIN THE Y AND SAVE ON CAMP FEES!

Membership at the Y has many benefits. Gain access to the tools you need to live a healthier lifestyle:

- Free group exercise classes
- Adult and family programming
- Access to all YMCAs in VA and NC



Campers at YMCA STEM Fair

## BUILDING POTENTIAL, CLOSING THE GAP

Kids benefit year-round from Y programs, but it is more critical during the summer months when kids are at greatest risk of falling behind.



### HEALTH

Our 5210 program educates children about healthy living through lessons and activities about healthy eating and physical activity.



### HUNGER

At the Y, we bridge the hunger gap by providing much needed healthy meals and snacks. Currently we have served over 22,000 meals and snacks. (Varies by Y Center).



### LEARNING

Most students lose two months of grade-level skills in the summer. The YMCA Enrichment plan is designed to weave reading and fun activities together so that campers work on improving their reading skills while school is out and close this gap.



### SAFE SPACES

Safe spaces at the Y begin with the hiring process and continue during employment. This gives children have a safe space to know they belong, are respected, and can be themselves.



### WATER SAFETY

We teach more than a million children water safety and swimming skills yearly through Second Grade Learn to Swim, Summer Camp swimming, and Swim Lessons to help prevent drowning.

## STEM + YMCA SUMMER CAMP

The Y is bridging the gap on summer learning loss. Our Summer Camp now includes fun and educational STEM, reading, SPARK, and arts activities to help keep learning on track for your student.

## JUST FOR TEENS

### Teen Camp, Leaders in Training and Counselor in Leadership Training.

A great summer experience! Opportunities include mentoring younger campers, leading camp activities, participating in camp projects, field trips, swimming, and fitness activities. These camps vary by location, read more online or inquire at the Welcome Center.

## SPECIALTY CAMPS AVAILABLE!

Sports, science, arts, so many to choose from! Go to [pymca.org/camp](http://pymca.org/camp) for fun weekly options. Varies by YMCA.



## SUMMER CAMP RATES

	Member	Program Participants
Day Camp	\$86	\$120
Counselors in Leadership Training	\$77	\$107
Fort Monroe	\$106	\$136

## HELPFUL INFORMATION

Weekly sessions run from June until August for rising Kindergartners to rising 9th graders.

Choose one week, two weeks or the whole summer! For session dates, ages, times, cost and registration information visit our website at [pymca.org/camp](http://pymca.org/camp). Due to licensing regulations, registration is completed at your YMCA after submitting online registration forms.



FIND MORE INFORMATION  
AT [PMYMCA.ORG/CAMP](http://PMYMCA.ORG/CAMP)





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# IMAGINE THE POSSIBILITIES

Your child is brimming with possibilities,  
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Early registration for members and past  
campers available now through March 15






# DISCOVER NEW INTERESTS + FRIENDSHIPS



We believe summer camp can spark new possibilities. We create a safe environment for kids to unplug, lookup, and imagine Y. We encourage campers to use summer programs as a playground to make new friends and explore activities like art, drone discovery, and culture & travel, while enjoying a variety of outdoor activities.



## SPACE IS LIMITED!

As a member and past camper, we are opening up \*early bird registration so reserve your preferred camp dates now!

\*Early bird registration ends March 15, 2019

LET YOUR CHILD #IMAGINEY THIS SUMMER! • [PENINSULAYMCA.ORG/CAMP](https://peninsulaymca.org/camp)

**PENINSULA METROPOLITAN YMCA**  
Corporate Office  
41 Old Oyster Point Suite C  
Newport News, VA 23602

Non Profit Organization US Postage PAID Yorktown, VA Permit No. 38
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**June 16, 2020**

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

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

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

1. The closing date and time has been extended to July 14, 2020 at 2:00 p.m.
2. Question: Are you waiving the requirement for hard copies, in leu of COVID-19?

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

3. Question: Are you willing to work with firms located outside of Zone 2? Any distance requirements.

Answer: JMU is willing to work with firms outside of Zone 2. No distance requirements.

4. Question: What is the length of the contract?

Answer: From date of award through one year with five renewal options.

5. Question: Do we work within the RFP document or may we start a new document?

Answer: Firms need to work within the RFP document.

6. Question: Was this bid posted to the nationwide free bid notification website at [www.MyGovWatch.com/free?](http://www.MyGovWatch.com/free?)

Answer: No. The RFP was posted in eVA-VBO and advertised in the Richmond Times Newspaper.

7. Question: How many projects would you estimate for this upcoming year?

Answer: The number of projects will vary and an estimate cannot be provided.

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

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

Answer: Possibility. This will vary by project.

9. Question: How large is your marketing team?

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

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

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

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

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

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

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

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

Answer: The contractor will need to obtain it.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Dana Simmers

Buyer Senior

Phone: (540-568-5113)



# Request for Proposal

## **RFP# DMS-1084**

**Graphic Design Services**

**06/02/2020**



# ***REQUEST FOR PROPOSAL***

## ***RFP# DMS-1084***

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

**Title:** Graphic Design Services

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

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

**Sealed Proposals Will Be Received Until 2:00 PM on July 8, 2020 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information and Clarification Should Be Directed To: Dana Simmers, Buyer Senior, Procurement Services, [simmerdm@jmu.edu](mailto:simmerdm@jmu.edu) 540-568-5113; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:

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

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

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

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

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

- b. **One (1) digital copy in Microsoft Word or searchable PDF document** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.  
No other distribution of the proposal shall be made by the Offeror.
2. The version of the solicitation issued by JMU Procurement Services, as amended by an addendum is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must”



and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.

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

## B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	35
2. Qualifications and experience of Offeror in providing the goods/services – (i.e. experience & qualifications of key employees that will be involved with this contract, experience in working with similar institutions)	25
3. Specific plans or methodology to be used to perform the services – (i.e. Ordering process, invoicing process, response time to orders & service, customer service/problem resolution)	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	15
	<u>100</u>

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

## VII. GENERAL TERMS AND CONDITIONS

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

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

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

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



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

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

2. To Subcontractors:

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

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

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

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

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

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

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

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



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

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **PRICING CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

## **VIII. SPECIAL TERMS AND CONDITIONS**

- A. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories,

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

- B. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which the Commonwealth deems desirable.
- C. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- D. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- E. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- F. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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



conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

- H. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- I. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

- J. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the

using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- K. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- L. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- M. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- O. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and

experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Q. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

R. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.



- S. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540-568-7935.

## **IX. METHOD OF PAYMENT**

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:  
<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## **X. PRICING SCHEDULE**

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

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

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

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

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

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

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

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

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

[ ☐ ] YES [ ☐ ] NO

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

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## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT B (CNT'D)

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

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

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

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

Offeror / Proposer:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

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

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

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

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

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

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

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

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

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

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

The contract documents shall consist of

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

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

CONTRACTOR:

PURCHASING AGENCY:

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

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

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

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

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

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



## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

#### Zone 1

George Mason University (Fairfax)

#### Zone 4

University of Mary Washington (Fredericksburg)

#### Zone 7

Longwood University (Farmville)

#### Zone 2

James Madison University (Harrisonburg)

#### Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

#### Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

#### Zone 3

University of Virginia (Charlottesville)

#### Zone 6

Virginia Commonwealth University (Richmond)

#### Zone 9

University of Virginia - Wise (Wise)