



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5918

This contract entered into this 23<sup>rd</sup> day of February 2021, by Eddy Alexander hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

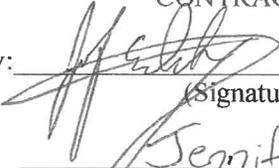
PERIOD OF PERFORMANCE: From May 21, 2021 through May 20, 2022 with five (5) one-year renewal options.

The contract documents shall consist of:

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

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

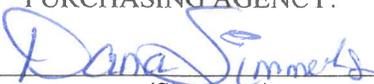
CONTRACTOR:

By:   
 (Signature)

Jennifer Eddy  
 (Printed Name)

Title: President

PURCHASING AGENCY:

By:   
 (Signature)

DANA SIMMERS  
 (Printed Name)

Title: Buyer Senior

**3/1/2021**

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 for the Purchasing Agency is as follows:
  - Creative Direction - \$150/hour
  - Marketing Consultation - \$200/hour
  - Design and Production - \$150/hour
  - Press Checks - \$68/hour
  - Preparation of templates and content for presentations - \$105/hour
  - Preparation of advertisement for print or electronic media - \$125/hour
  - Graphics for Web pages - \$145/hour
  - Multimedia - \$112/hour (including animation and video)
  - Quality Control - \$200/hour
  - Project Management - \$150/hour
  - Editorial Services - \$125/hour
  - Photography - \$145/hour
  - Videography - \$145/hour
  - Art direction for photography shoots and image selection - \$150/hour
  - Travel Costs – 50% of Bill Rate for Travel Time – *See #5*
  - Additional expenses - required for sourcing
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, travel costs, and contact information of the department requesting service.
4. Contractor shall not charge mileage fees for project meetings and projects.
5. Travel related expenses shall be billed in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals, and incidental expenses at the time of travel, which can be referenced at: <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>. Travel related charges shall be included on the quote and approved by the university prior to travel.
6. All final deliverables created by Contractor for James Madison University under this contract, including but not limited to slogans, campaign themes, advertising and research, will become the property of JMU and will be provided to JMU in the form requested on or before the submission of an invoice for payment. Contractor may showcase past performances for the purpose of talent recruitment and business development, as needed. Contractor shall transfer the copyright for all final deliverables.
7. 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.

3/1/2021

8. 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.
9. Contractor shall not charge for project meetings and/or consultations, whether onsite at the university or off campus. (excluding travel costs)
10. Contractor shall not perform any work which would result in exceeding the dollar limitation outlined within the project estimate and specified on a university purchase order without first having obtained written approval from the university.
11. 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.
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. When the Contractor is working within a tight deadline, Contractor shall notify the university ahead of time and provide a reasonable timeframe to review and turnaround proofs, i.e., within 24 to 48 hours, etc.

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. Exception of extremely large samples (bus wrappers, bill boards, environmental graphics, etc.), which will be negotiated prior to the start of the project. Contractor shall supply these samples as high-resolution photographs of the finished project.

Printed samples shall be mailed to:

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

Online design work:

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

17. Contractor shall make necessary adjustments to meet brand standards and/or to address error or omissions if needed at no cost to the university. Contractor shall immediately communicate any adjustments a campus end-user deems necessary outside of the original project requests. Contractor shall immediately communicate with campus end-user additional costs related to adjustments.
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 five (5) business days of error or delay. If a delay exceeds five (5) business days and is caused by Contractor's sole fault or negligence, Contractor shall adjust invoice to a level appropriate for any damage or negative impact demonstrated by the university.
22. Shipping costs, postage, and supplies, if applicable, will be charged to the university and shall be included in the estimate provided to the university.
23. The Contractor rescinds pricing is subject to an automatic annual increase of 3%.
24. Contractor shall not bill the university no more than 4% for charge card processing fees.
25. James Madison University hereby modifies IX. Method of Payment to: The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your 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

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online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>.

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

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

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

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

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

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

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

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

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

Name and Address of Firm:

Eddy Alexander

611 S Jefferson Street

Roanoke, VA 24011

Date: July 14, 2020

Web Address: www.eddyalexander.com

Email: J.eddy@eddyalexander.com

By:

  
*(signature in ink)*

Name:

Jennifer Eddy

*(please print)*

Title:

President and CEO

Phone:

540-404-8152

Fax #:

202-706-7342

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.

# Eddy Alexander

GROWTH  STRATEGY

Dear Ms. Simmers,

Thank you for the opportunity to bid on James Madison University's RFP #DMS-1084. I am delighted to present our graphic design services proposal for your review. Our agency is submitting the following bid which covers each of the 12 categories detailed in your RFP: creative direction, marketing consultation, design and production, press checks and quality control, template and presentation preparation, print and digital advertisements, graphics for web pages, multimedia, coordination of material consistency, and project management.

Our team of marketing professionals at Eddy Alexander understand, first-hand, the value of having a strong marketing partner standing at the ready to support the multitude of creative needs inside of a university. We support top-tier university brands with graphic design and creative executions that unify brand voice and expression. Now, we look forward to applying this direct industry knowledge for JMU's benefit. [REDACTED]

We understand each client inside James Madison University will have a different budget and targeting parameters. Our team is ready with a proven methodology, specific to our experience supporting higher education clients which allows us to consistently deliver high quality creative services in support of larger strategic objectives.

Our team has established a reputation of success with the type of work you have outlined in your RFP. We understand campuses are big places with lots of individuals working to move a brand forward. We understand how to create innovative and tailored solutions for the many departments, colleges, and divisions working inside your established brand platform. [REDACTED]

Eddy Alexander offers an elite team of proven high achievers who are driven by big challenges, ambitious clients, the latest data-driven methodologies, business techniques, and technical capabilities. Our team is trusted by both tier-one research universities and top 50 global brands.

We are ready (and excited) to provide attention, experience, and our creative expertise in our partnership with James Madison University. As our proposal and references will attest, we are fully prepared to meet 100% of your graphic design service requirements, and we can do it as a SWAM certified woman-owned microbusiness and nationally certified woman-owned, small business partner (WBENC).

Thank you in advance for your consideration.

Jennifer Eddy  
President and CEO  
Eddy Alexander

611 S. Jefferson St. Roanoke, Virginia 24011  
540.404.8152 | [www.EddyAlexander.com](http://www.EddyAlexander.com)

# Eddy Alexander

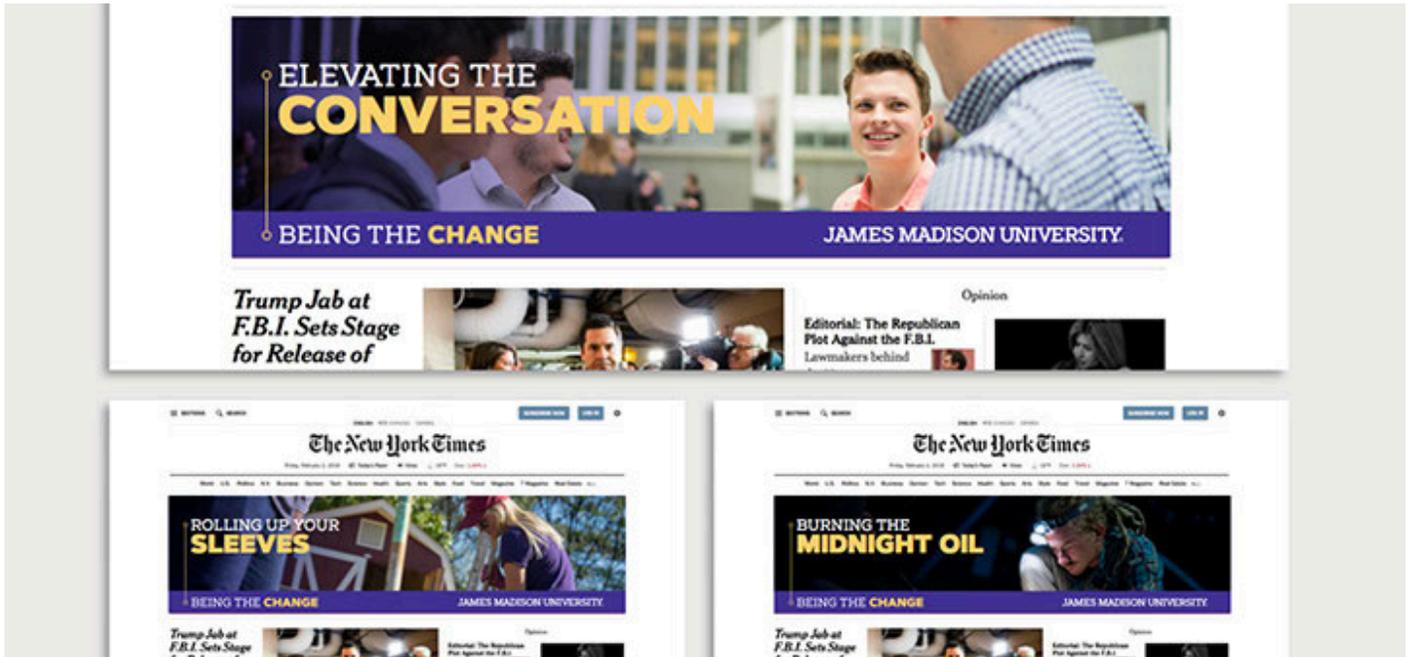
GROWTH  STRATEGY

PROPOSAL RESPONSE TO BID # DMS-1084	
JAMES MADISON UNIVERSITY PROPOSAL FOR GRAPHIC DESIGN SERVICES	
DUE DATE	JULY 14, 2020
DUE TIME	2:00 P.M. EDT
SIGNATORY: JENNIFER EDDY, PRESIDENT	
AUTHORIZED SIGNATURE	
SUBMITTING FIRM	EDDY ALEXANDER
611 S. JEFFERSON STREET SUITE G ROANOKE, VIRGINIA 24011	540-404-8152



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## SECTION TWO

# Executive Summary

In 2014, James Madison University (JMU) leadership outlined a 6-year strategic plan to make the University the national model for what it means to be engaged.

Focusing in on engaged learning, community engagement, and civic engagement, JMU creates a transformative experience that allows students to keep learning, reach their full potential, be successful, and ultimately to “Be The Change.”

As part of this process, University Communications and Marketing took a fresh look at JMU’s identity system in 2016 and renewed graphic elements to support this larger strategic initiative.

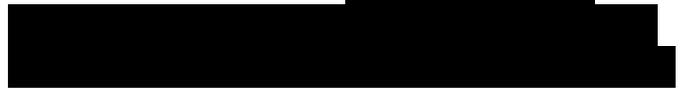
Now, as the University Planning Team prepares to launch phase II of the strategic plan for 2020-2026, University Communications and Marketing seeks a bench of established graphic designers to provide the highest quality of graphic design services for a variety of needs. Selected talent will support and iterate on branded elements that will carry forward JMU’s mission

and values while strictly adhering to the guidelines that have successfully established the University as it is today.

Phase II will pose new challenges like never before. As Dukes return to campus in person and/or online after the COVID-19 shutdown of 2020,



The graphic design services teams JMU selects must be prepared to harness these changes for the opportunities they possess, and they must



Eddy Alexander is prepared to meet 100% of JMU’s graphic design requirements as outlined in this RFP, and we look forward to the opportunity to partner with JMU clients to create compelling graphics and imagery in the weeks and months ahead.

## Meet Eddy Alexander

Eddy Alexander is a full-service marketing and growth strategy consulting firm with extensive experience in marketing strategy, brand management, graphic design, project management, and multimedia production. Based in Roanoke, Virginia since 2011, the Eddy Alexander team [REDACTED]

With experience supporting top-tier universities and global Fortune 500 firms alike, the Eddy Alexander team understands that [REDACTED]

[REDACTED] of James Madison University's [REDACTED]



[REDACTED]  
Eddy Alexander is ready to partner with JMU to [REDACTED]



## SECTION THREE

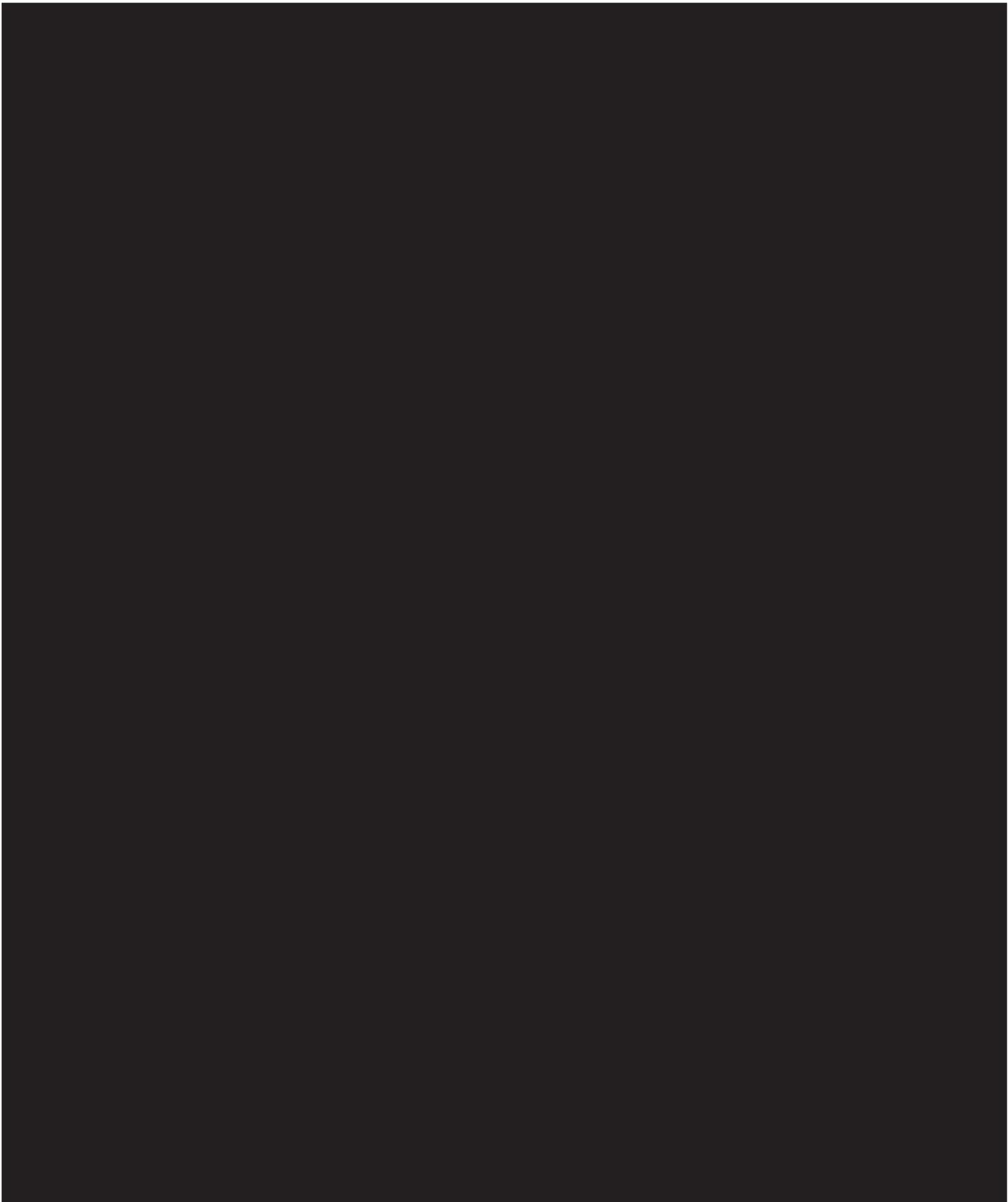
# Approach and Methodology

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Eddy Alexander is prepared to furnish all labor and services required to support 100% of James Madison University's graphic design service goals. Our experienced staff of design and strategy professionals are capable of providing the following required services as outlined in the university's request for proposal.

CREATIVE DIRECTION • MARKETING CONSULTATION • DESIGN AND PRODUCTION  
PRESS CHECKS • TEMPLATES AND PRESENTATIONS • PRINT AND DIGITAL ADVERTISING  
GRAPHICS FOR WEB PAGES • MULTIMEDIA • QUALITY CONTROL  
PROJECT MANAGEMENT • EDITORIAL • PHOTOGRAPHY AND VIDEOGRAPHY





# Creative Direction



Our agency is accustomed to providing creative direction for our clients prior to formal design service build outs.

[Redacted]

[Redacted]

# Marketing Consultation



At Eddy Alexander, we know [REDACTED]

[REDACTED] JMU gets the best return on its marketing investments.

As JMU projects require, the Eddy Alexander team of marketing strategists will provide [REDACTED]



# Design and Production



By applying our creative experience and production expertise to each unique project, we

we are prepared to

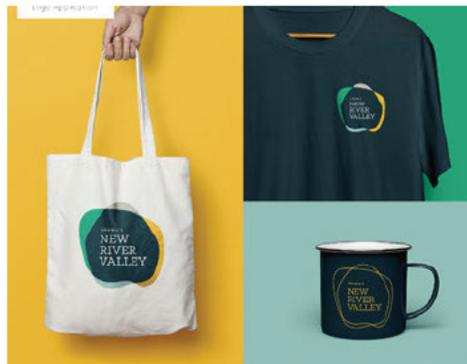
you

need.

Eddy Alexander's

print and digital distribution, including:

- Brochures
- Advertisements
- Periodicals
- Promotional items
- Postcards
- Posters
- Website imagery
- Trade show booths
- Indoor and outdoor signage
- Digital whitepapers
- E-books
- Business cards
- Interactive surveys
- 360-degree tours
- Book covers
- Illustration
- E-advertisements
- Animations
- Infographics
- Digital media kits
- And more



We can develop a wide variety of high-quality standard collateral executions, but

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

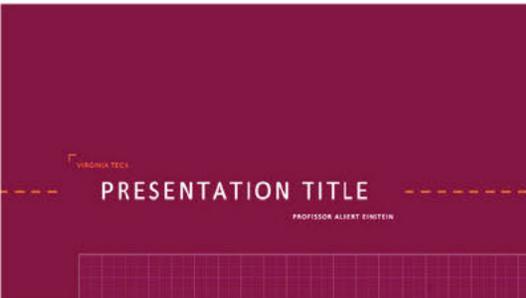
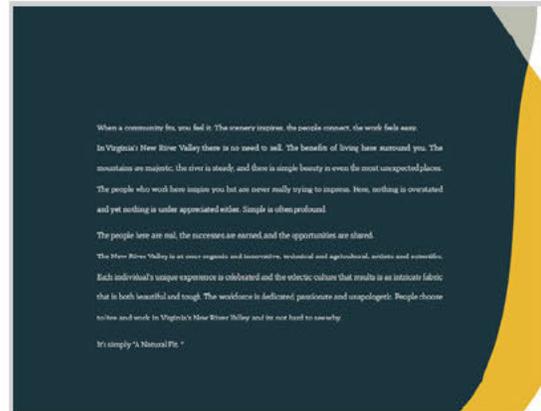


# Templates and Presentations



Eddy Alexander creates presentations and branded templates

We understand the information that is critical in presentations and will ensure that JMU presenters and representatives have the tools necessary to create great presentations easily from streamlined templates that reduce the strain of preparing last minute materials across In addition to presentations



# Digital and Print Ads



Our talented professionals have experience developing ads for large national and international campaigns as well as for smaller, more localized initiatives. Regardless of campaign size, we understand what is needed to ensure a print, digital, and/or broadcast campaign meets its target objectives,

Our goals are

Our advertising approach employs

We use these inputs to deliver

We leverage best practices in

Our designers leverage



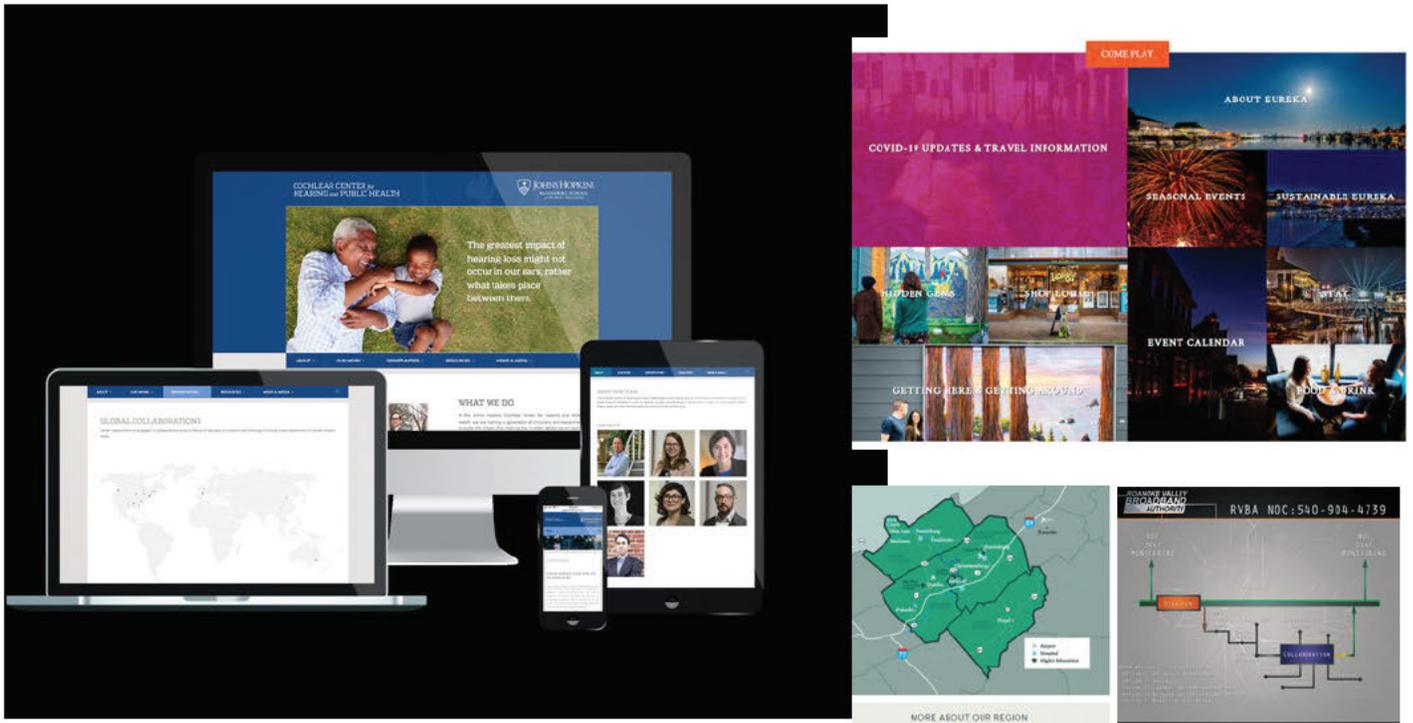
Do you know someone with age-related hearing loss?

Talk with them today about aging healthy with the ACHIEVE study.

[Learn More ->](#)



# Graphics for Webpages



Eddy Alexander's creative specialists understand that web pages often require a unique set of graphic elements.



We pay attention to [redacted] as well as



Additionally, our production team creates [redacted]

such as [redacted] and [redacted]



# Multimedia Production



[REDACTED] we understand that your university may require extensive support in multimedia production. Our experienced team is capable of producing high-quality professional content suitable for a wide variety of applications and use-cases. We offer services covering still photography, motion graphics, [REDACTED] [REDACTED] of existing media, [REDACTED] [REDACTED] Then, we bring each of these [REDACTED]

[REDACTED] Our production team works seamlessly with [REDACTED] Our team is also able to [REDACTED] We want the work of [REDACTED] and we understand [REDACTED] We stand ready to guide you toward success in a fully managed workflow.



Following the creation of advertising concepts at Virginia Tech, our team realized they required [REDACTED] [REDACTED] Our team organized a [REDACTED]

# Quality Control



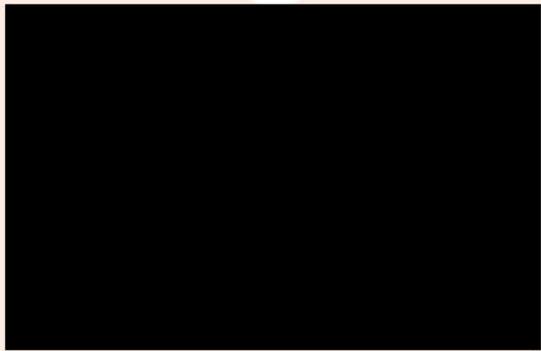
The Eddy Alexander design team executes each advertisement with [REDACTED], [REDACTED], and [REDACTED] to guarantee the right message reaches the target audience at the right time and in the right contextual wrapper.

We know how to apply existing brand guidelines in [REDACTED] guaranteeing that we consistently carry JMU's brand through every execution. Our graphic design employs high-level creative concepts and a deep understanding of the target audience to deliver concepts that [REDACTED]

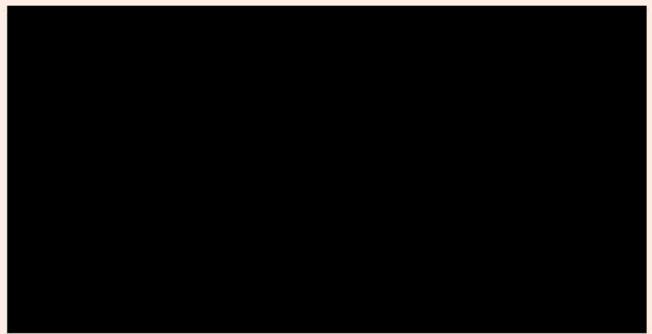
We use [REDACTED] [REDACTED] ensure ongoing [REDACTED] client's unique goals and mission objectives.

[REDACTED] Eddy Alexander will provide efficient processes to reduce the time, costs, and risks associated with each and every project.

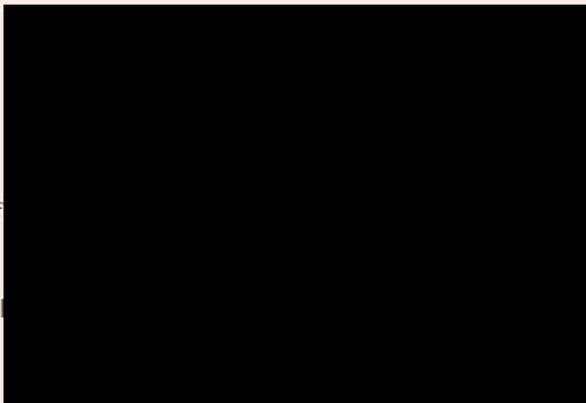
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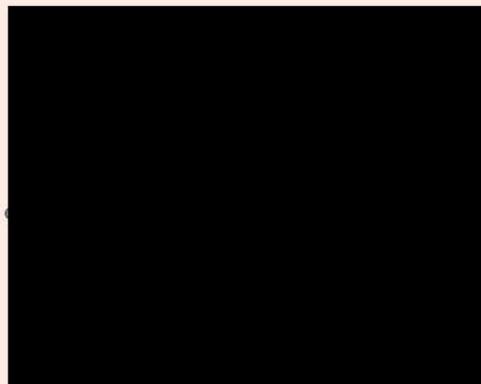
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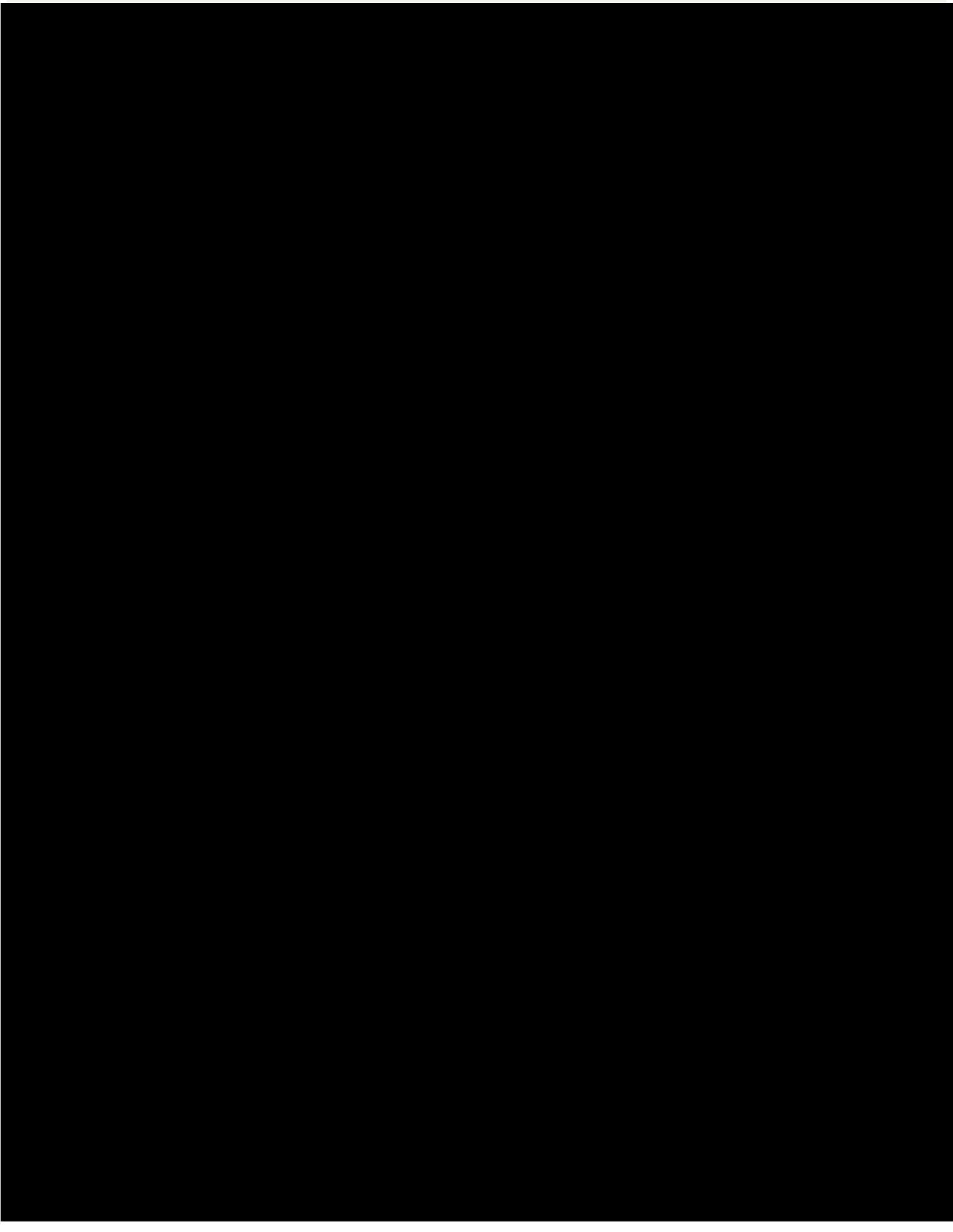


3



4





# Editorial



Regardless of format, your communications must be [REDACTED] Our professional editorial team is made up of [REDACTED] s who care deeply about the subject matters that they are discussing and the [REDACTED]

Many of our editorial team members started their careers as either professional journalists and/or professional editors, and they know how to [REDACTED]

[REDACTED] Our editorial team is [REDACTED]

Our agency understands that a key piece of [REDACTED] Eddy Alexander uses the [REDACTED]

[REDACTED]

[REDACTED] This simple to follow technique will enable [REDACTED]

James Madison University [REDACTED]

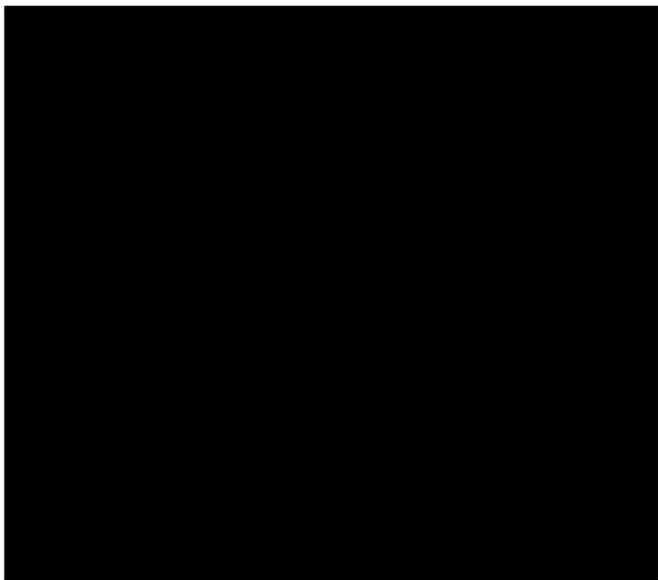
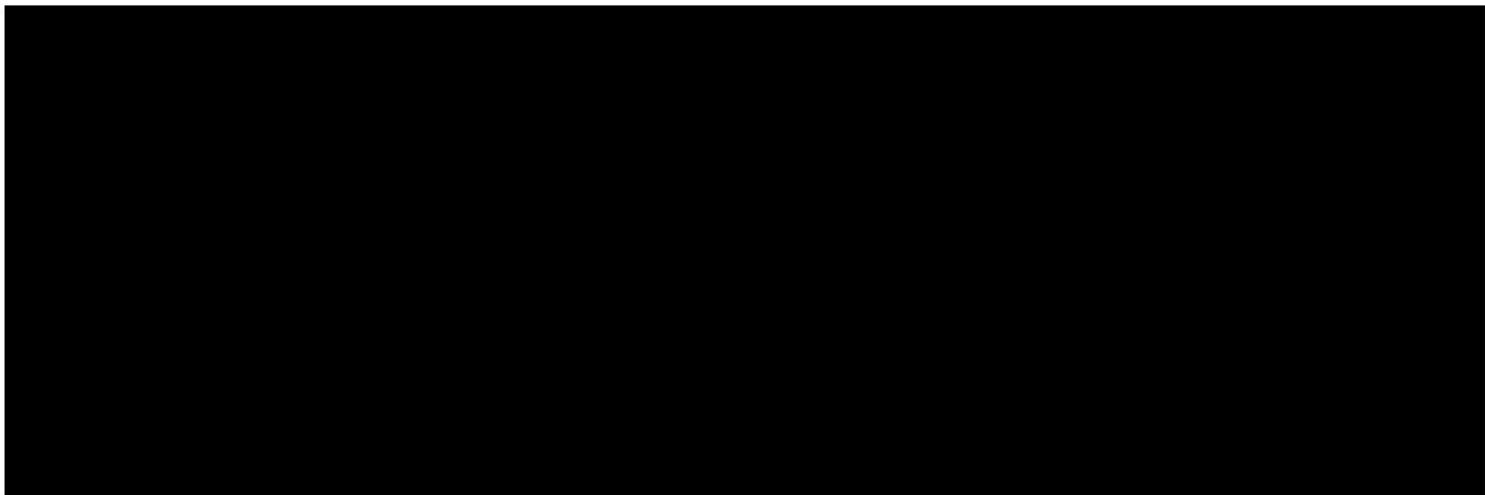
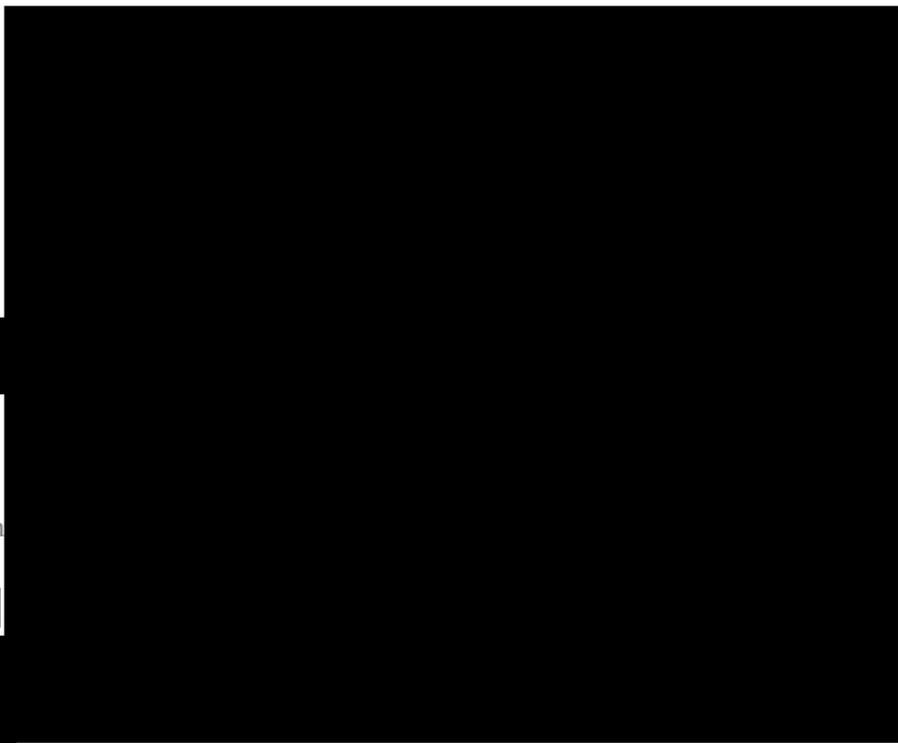
[REDACTED]



In addition to helping you create impactful messaging and engaging storytelling, our team leverages [REDACTED]

[REDACTED] Our editorial team can also [REDACTED]

We understand another critical consideration in higher education is how your [REDACTED] [REDACTED] In an educational system where there are multiple campuses, [REDACTED] [REDACTED] especially complex, [REDACTED]



# Photography and Videography



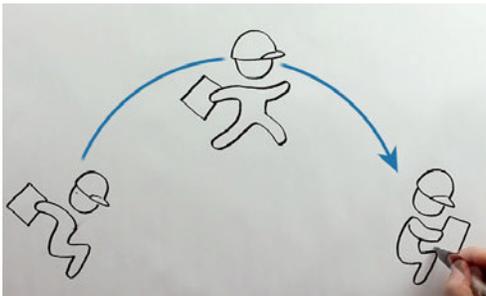
Whether establishing school spirit and brand continuity through large scale productions or capturing a one-off individual testimonial, good [REDACTED]

In addition to shots outlined in the production planning phase, [REDACTED] information and [REDACTED] long term project success.

As some of these [REDACTED] may have been previously captured, Eddy Alexander will consider [REDACTED] Based on the [REDACTED] the Eddy Alexander team will [REDACTED]

We have a formula that works and will leverage it to capture visual elements that feel consistent with your previous work product while communicating [REDACTED] JMU [REDACTED]

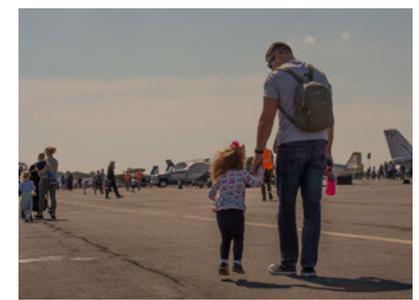
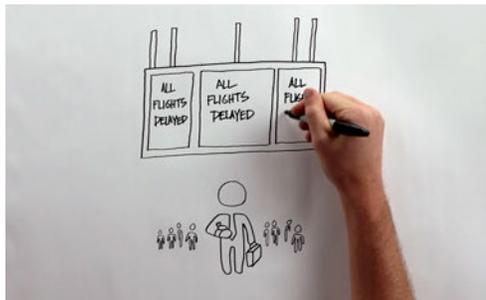
Genpact



American Bar Association



Leesburg, VA



## More on our photography and videography process:

We use professional [REDACTED]

content. [REDACTED]

to all.

For video work, our editors leverage top-of-the-line industry programs such as [REDACTED]

[REDACTED] videos. [REDACTED] guarantees

[REDACTED] As we are always looking for opportunities [REDACTED]



Virginia's New River Valley



## 1. History

Eddy Alexander is a Commonwealth of Virginia “S” series corporation founded by [REDACTED] and [REDACTED] in 2011 as an international marketing and growth strategy consulting firm headquartered in Roanoke, Virginia. Eddy Alexander is also a Commonwealth of Virginia SWAM-certified vendor and a U.S. Small Business Administration-certified Economically Disadvantaged Woman-Owned Small Business.

Over the past nine years, Eddy Alexander has worked with regional, national, and international clients, serving small businesses, institutions of higher education and Fortune 500 companies alike. The proposed team has delivered successful projects and programs for some of the most successful global brands as recognized by the annual international Interbrand\* survey such as 3M, Adobe, Accenture, Google, Kodak, and Oracle, and looks forward to applying this brand management expertise in the work performed with JMU.

## 2. Representatives

We know you have lots of options to choose from for your higher education marketing and creative service needs. When working with Eddy Alexander, we want you to be assured that each member of our team possess the knowledge and skills to take your project to the next level.

We are a small agency, with a team of dedicated professionals committed to [REDACTED]. Our firm’s creative and marketing strategy professionals bring [REDACTED]

[REDACTED]

## 3. Brand Standards

As [REDACTED] the graphic designers at Eddy Alexander understand and believe whole-heartedly in [REDACTED]. We understand the investment JMU has made in creating and maintaining [REDACTED] and will take great

[REDACTED]

[REDACTED]

[REDACTED] e will speak with University representatives and, when possible [REDACTED]

[REDACTED] This is addressed in more detail in the [REDACTED] on page 9.

## 4. Meetings

Eddy Alexander headquarters is centrally located in Roanoke, Virginia, close to the James Madison University campus. However, since day one, Eddy Alexander has actively served clients in across the state and across the country with team members stationed across the United States. The Eddy Alexander team is well-aquainted with virtual meeting technology and as comfortable [REDACTED]

[REDACTED]

We are [REDACTED] and [REDACTED] of our clients’ c [REDACTED] e needs. We travel [REDACTED] and [REDACTED]. While [REDACTED] and [REDACTED] ns are often sufficient, we understand that there may be a need for us [REDACTED]

[REDACTED] We are prepared and willing to make a trip to any James Madison University facility as client meetings and project types dictate.

### 5. Project Notification Response

Eddy Alexanader will designate a [REDACTED] [REDACTED] JMU will receive [REDACTED]

### 6. University Communication and Marketing Notification of Project Launch

[REDACTED] will notify University Communications and Marketing at the email address provided for Carolyn Windmiller (windmicm@jmu.edu) of project launch with the scope and cost estimate of the project to be

accomplished [REDACTED]

### 7. Estimates

[REDACTED] Our team is accustomed to working on any [REDACTED] We fully understand that [REDACTED] can be [REDACTED] Our team's multiple [REDACTED] can [REDACTED] However, should a [REDACTED]



## 8. Project Rates and Purchase Orders

Eddy Alexander understands the Purchase Order process as outlined in this RFP and agrees to provide estimates based on a project rate with starting and completion dates. No additional agreements will be required.

## 9. Technology

From graphic design to printing and content management systems to EDDM (every door direct mail) distributions, Eddy Alexander leverages [REDACTED]

Eddy Alexander's project lead will [REDACTED]

## 10. Correcting Errors

We understand that as processes and collateral develops, there may arise a need to change the direction or elements of a design. Regardless of the reason, our team will follow any [REDACTED]

## 11. Printing Estimates

Eddy Alexander works directly with [REDACTED] to provide [REDACTED] options via [REDACTED]

[REDACTED] have [REDACTED]

In these instances, we are happy to provide [REDACTED]

## 12 and 13. Completed Project Samples

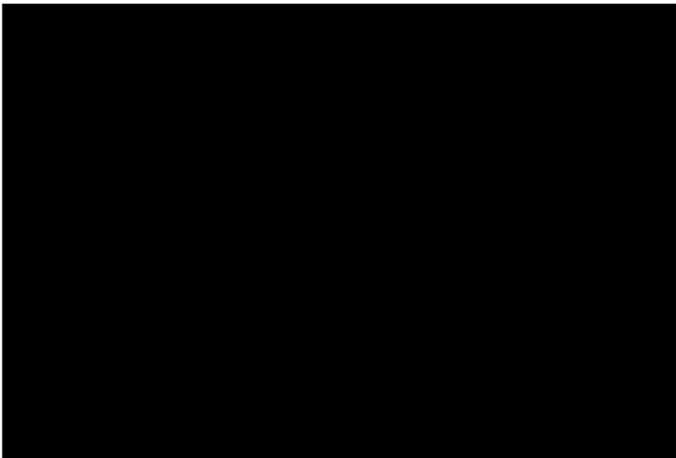
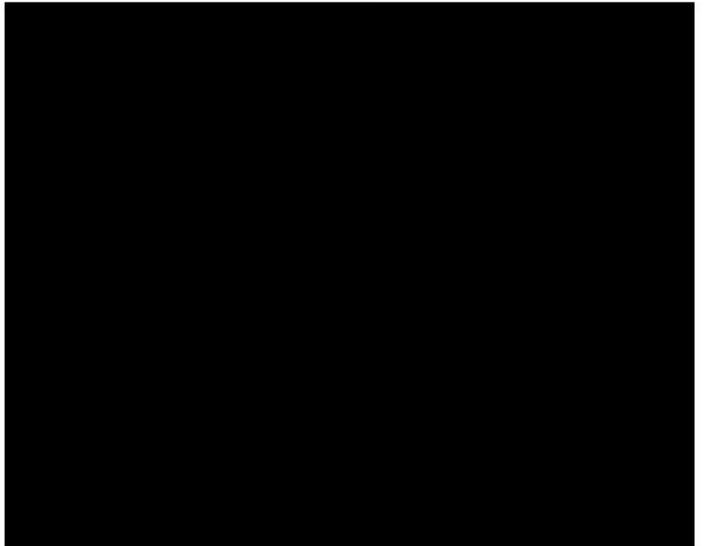
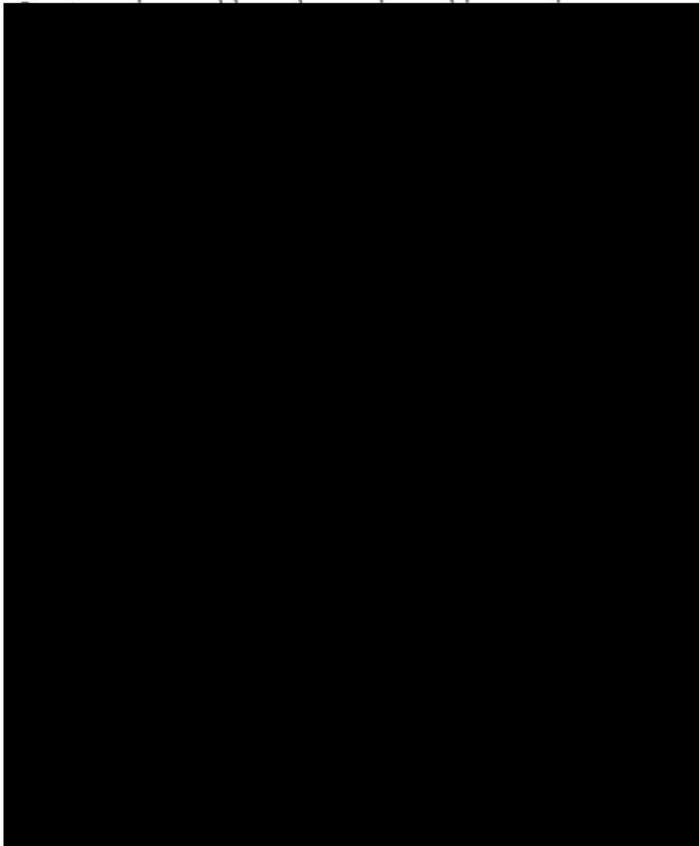
Eddy Alexander will provide 1 [REDACTED]

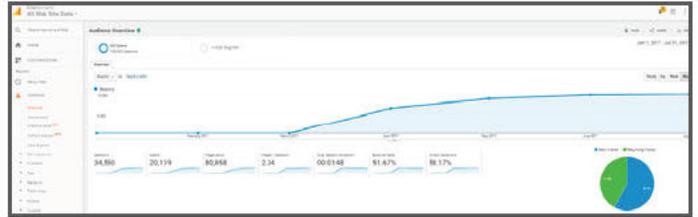
## 14 and 15. Payment Term and Charge Card Processing

Payment term is Net 30, and may be made by mailed check, ACH, or credit card. Credit card transaction fees up to 4% will be passed through to the client as outlined in the pricing section on page 57.









**RESPONDENT CELLULAR/MOBILE PHONE USAGE**

Most mobile respondents (83.7%) used their mobile phone to access the internet, but what at home, only two percent (2.0%) on their laptop. In addition, almost 40 percent of those that accessed the internet used their cell phone. Twenty-two percent (22.0%) were most likely to connect to the internet in their mobile phone when at home.

This percent (83.7%) of respondents used their mobile phone instead to show other people or nearby devices to access the internet.

**DO YOU EVER USE YOUR MOBILE PHONE AS A HOTSPOT TO ALLOW OTHER PEOPLE OR NEARBY DEVICES TO ACCESS THE INTERNET?**

**83.71 PERCENT OF RESPONDENTS, A TOTAL OF 1,357 REPRESENTATIVE HOUSEHOLDS, SAID THEY BELIEVE RELIABLE INTERNET TO BE A "NECESSITY."**

**INTERNET SERVICE**

The table shows the most services used to access the internet. When surveyed, most household representative respondents stated that they currently subscribed to mobile access to the internet (81.0%). They were almost 50% of those respondents reported that they always had internet access to the mobile phone and 40% of those respondents reported that they never used their current service. Only a small percentage (2.0%) of respondents did not have internet access at home.

These same percent (81%) of household respondents to the survey had an in-home internet connection. In their households, only 10% of the people (10%) had internet to the desktop computer. Only 10 percent of respondents reported using their mobile phone to access the internet. Only 10 percent of respondents reported using their mobile phone to access the internet. Only 10 percent of respondents reported using their mobile phone to access the internet.

**EXISTING PROVIDERS**

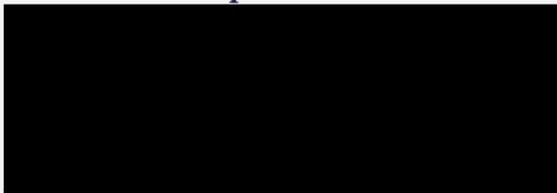
Most (81%) percent of respondents reported that they were currently using Verizon, AT&T, or T-Mobile. When providers the household internet service providers in Botetourt County. Respondents reported that 10% of those respondents reported that they always had internet access to the mobile phone and 40% of those respondents reported that they never used their current service. Only a small percentage (2.0%) of respondents did not have internet access at home.

A large percentage of respondents (81%) have been satisfied with their current mobile service provider for more than five years. Twenty-five percent (25%) have been a customer for under five years and eight percent (8%) for less than one year. Only seven percent (7%) of respondents reported that they were not satisfied with their current mobile service. Only seven percent (7%) of respondents reported that they were not satisfied with their current mobile service. Only seven percent (7%) of respondents reported that they were not satisfied with their current mobile service.

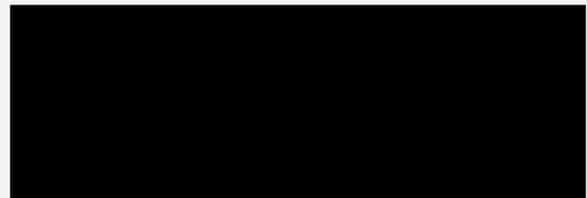
**"IT [ALL] DEPENDS ON THE LOCATION, THERE ARE SOME AREAS OF BOTETOURT COUNTY I DO NOT EXPECT COVERAGE."**

# What to Expect with Eddy Alexander

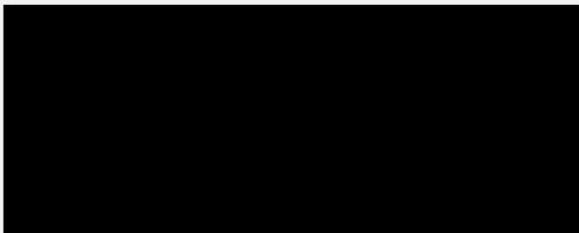
## Experience



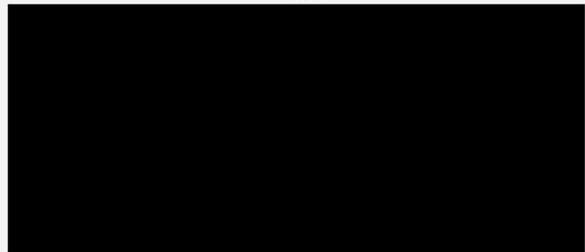
## Project Management



## Creative Services



## Design



## SECTION FOUR

# Statement of Qualifications

Over the past nine years, Eddy Alexander strategists have developed proprietary methodologies and operational protocols that help each client leverage cross-disciplinary best practices to [REDACTED]

The proposed team from our agency has delivered successful creative and marketing strategies for some of the nation's most successful higher education institutions, and our work has been honored at the highest levels (American Marketing Association, American Advertising Federation, Public Relations Society of America, the Association of Marketing and Communication Professionals, and more.) Eddy Alexander is prepared to meet 100% of James Madison University's stated creative services needs. We are offering you a strategic partner agency with comprehensive marketing and communication capabilities. We offer unparalleled service and innovative thinking. We push innovative brand maturation for our clients.



## Eddy Alexander's proven capabilities include:

Marketing strategy and consultation

Creative direction

Design and production

- Digital
- Print
- Web
- Advertising design

Editorial / Storytelling

- Brand message strategy and positioning
- Public relations / communications
- Media management
- Copywriting and copy editing
- Media buying and management

Quality control coordination and press checks

Brand management

Branded templates

Presentation preparation

Advertisements for print and digital media

• Pay-per-click

• Run-of-site

• Social media marketing

• Magazine

• Newspaper

• Out-of-home

Large environmental / experience design

Multimedia

• Motion graphics

• Photography and videography production

Website design & implementation

• Content management system integration (CMS)

• Website user experience (UX) study

• Website analytics

ADA compliance

Project management

Infographics and illustrations

*The proposed project team has worked with:*



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President and Chief Marketing Strategist

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██████████ is an international award-winning marketing strategist, Forbes contributor, and frequent industry speaker specialized in marketing, growth strategy and reputation management.

██████████ has managed reseller channels, product and service campaigns, lead generation initiatives, and brand hierarchies for a long list of globally-recognized brands including 3M, Accenture, Adobe, Asus, Autodesk, BearingPoint, Deloitte, Genpact, Google, IronKey, Oracle, Quest Software, Red Hat, Johns Hopkins, Virginia Tech, and many more.

After serving as a marketing executive for a series of Big 4 global consulting and technology firms, ██████████ and her ██████████ established Eddy Alexander to marry their interests in business and community advancement.

██████████ holds a bachelor's degree from JMU School of Media Arts and Design and a Graduate Consulting Certificate from Yale School of Management. She is nationally certified in Reputation and Crisis Management through the Public Relations Society of America.

## WORK EXPERIENCE

### **Eddy Alexander**

CEO and Chief Strategist

2011-Present

### **Accenture**

Global Connected Health Marketing Lead Marketing Manager Health and Public Service

2010-2011

### **Deloitte**

Marketing Manager, Federal Consulting

2009-2010

### **Bearing Point**

Marketing Manager, Federal Civilian

2007-2009

## EDUCATION

### **James Madison University**

B.S. in media arts and design

2000-2004

### **Yale University School of Management**

Graduate Leadership Consulting Certificate

2009

## RELEVANT CERTIFICATIONS

### **Reputation Management, PRSA**

June 2017

### **Crisis Communication, PRSA**

February 2009

### **Google Analytics, Google, Inc.**

2011

### **Google Adwords and Video, Google, Inc.**

2014

### **Google Fundamentals, Search, Display, Mobile, and Shopping, Google, Inc.**

2016

### **US Small Business Administration Scale Up America Instructor**

2016

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Chief Operations Officer

[REDACTED] is the Chief of Operations and Production Lead for Eddy Alexander. In 2011, [REDACTED] established Eddy Alexander to offer world-class analytics-based marketing and growth strategy to clients across the public-private spectrum.

In addition to ensuring the ongoing efficiency of Eddy Alexander's staff and operational resources, [REDACTED] the production of a wide variety of multimedia deliverables for Eddy Alexander clients. A trained and highly accomplished audio engineer, he personally built and runs Eddy Alexander's in-house production studio (Oration Recording) and oversees the implementation of all graphic animation, audio, video, and web design projects.

## WORK EXPERIENCE

**Eddy Alexander**  
Chief Operating Officer  
*2011-present*

**Eddy Alexander**  
Production Lead  
*2011-2017*

**Oration Recording**  
Owner, Sr. Audio Engineer  
*2015-Present*

**Oration Recording**  
Owner, Sr. Audio Engineer  
*2015-Present*

## EDUCATION

**George Mason University**  
B.S. in Anthropology and Psychology  
*2006-2008*

**Citrus College**  
Recording Arts Technology Certificate

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██████████

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Director of Client Success

██████████ leads Eddy Alexander's content marketing, public relations, and digital advertising efforts, delivering targeted strategic campaigns, detailed reports, and campaign analysis with thorough conversion tracking and brand awareness statistics that guide clients from planning through optimization for the best return possible on their investments.

██████████ has worked with a diverse group of local, national, and international clients including 3M, Pixelworks, Genpact, Virginia Tech, and Johns Hopkins University.

██████████ also co-led the 2018 team awarded the prestigious Silver Anvil Award for Public Relations from the Public Relations Society of America.

## WORK EXPERIENCE

### **Eddy Alexander**

Director of Client Success

*2011-Present*

### **SAVVY Public Relations**

Account Manager

*2013-2016*

### **Revenue Performance, Inc.**

Account Executive Intern

*2011*

### **Central Florida Future**

Sabine County Reporter; Staff/Freelance Reporter

*2009-2010*

## EDUCATION

### **University of Central Florida**

B.A. in Advertising and Public Relations

Minor in World Comparative Studies

*2008-2011*

## RELEVANT CERTIFICATIONS

### **Social Marketing Certification, Hootsuite**

*July 2017*

### **Google Adwords Fundamentals, Search, Display, Video, Mobile, Shopping**

*May 2016*

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Higher Education Marketing Coordinator

brings nearly 15 years of marketing, strategy, and community promotion experience to her work with Eddy Alexander. A senior relationship manager with both place-based marketing and higher education industry expertise, she is responsible for campaign management, program operations, and client relationship coordination.

is an expert communicator with a keen understanding of cultural dynamics in highly-matrixed organizations. uses her expertise to guide clients in strategic, data informed decision making. Her proven interpersonal community leadership experience and her broad industry expertise make her a dynamic problem solver, an experienced researcher, a valuable client advocate, and an organized and reliable asset on any high performance team.

earned a Ph.D in Organizational Leadership, Policy, and Development, Leadership for International and Intercultural Education from the University of Minnesota – Twin Cities in May 2020 and holds a masters in International Education from SIT Graduate Institute and a bachelors in International Studies - Chinese Studies from Humboldt State University.

## WORK EXPERIENCE

### **Eddy Alexander**

Senior Marketing Specialist

*2019-Present*

### **Humboldt State University**

International Marketing and Recruitment Coordinator

*2011-2019*

## EDUCATION

### **University of Minnesota-Twin Cities**

Ph.D in Organizational Leadership, Policy, and Development - Leadership for International and Intercultural Education program

*2020*

### **SIT Graduate Institute**

M.A. in International Education

*2014*

### **Humboldt State University**

B.A. in International Studies - Chinese Studies

*2007*

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Production Lead

oversees production for all client deliverables and events. With a focus on experiential programming, engages stakeholders and encourages them to participate fully in the evolution of each organization's brand.

oversees the development of websites, ad campaigns, events, and promotional experiences. Having been a part of successful campaigns with Absolut, Intel, Johns Hopkins University, Virginia Tech, and Virginia's New River Valley, she is highly skilled at creating long-lasting, strategic engagement.

## WORK EXPERIENCE

### **Eddy Alexander**

Production Lead

*May 2017- Present*

### **REVAMP, Chantilly, VA**

Sales Manager- Chantilly Locations

*May 2016- January 2017*

### **SID LEE, Amsterdam, Netherlands**

Production Intern

*June 2015- August 2015*

## EDUCATION

### **Radford University**

B.S. in Business Administration: Marketing & Economics (double major)

Minor in Entrepreneurship

*2013-2017*

## RELEVANT CERTIFICATIONS

### **Google Adwords**

*2017*

### **Customer Service**

National Retail Federation

*2013*

---

Photographer / Videographer

is an award-winning, published photographer/videographer and musician whose work has been used to raise awareness for clients from Comcast to the Children’s Miracle Network. Having built his brand from scratch, Jeff’s hardworking skills push him to capture the best moments in the best frames. He’s won multiple awards and has surpassed client’s expectations such as Virginia Tech, The Museum of the American Revolution in Philadelphia, PBS and many corporations around the state.

## WORK EXPERIENCE

### **Eddy Alexander**

Photographer/ Videographer

*May 2015- Present*

### **Jeff Hofmann Photography**

Photographer

*2004 - Present*

## EDUCATION

### **Roanoke College**

B.S. in Social Sciences

## RELEVANT EXPERIENCE

### **Virginia Tech “Claim Your Role”**

*2018*

### **Onward New River Valley “A Natural Fit”**

*2017*

### **Roanoke Valley Broadband Authority Events**

*2015-Present*

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## Graphic Designer

brings an experienced eye for quality design to the Eddy Alexander team. During his 30 year career, has delivered exceptional print design, art direction and illustration for industry-leading publications such as Harper's BAZAAR, Vanity Fair, GQ, Reader's Digest, Conde Nast Traveler and recognizable brands such as Exxon Mobil, Nautica, Sierra Club, AT&T and Hormel Foods.

Schooled in the Bauhaus and Swiss design traditions, designs resonate across all formats including print, digital, and three-dimensional applications.

leverages the full Adobe Creative Suite of graphic design tools to deliver impactful and professional design expertise for Eddy Alexander.

## WORK EXPERIENCE

### Eddy Alexander

Graphic Designer

2020- Present

### PalisDesign

Graphic Designer

1996-2020

### Harper's BAZAAR

Creative Services Manager

1992-1995

## EDUCATION

### Maine College of Art

B.F.A. in Graphic Design

Minor in Photography

## DESIGN CREDITS

- Sierra Club
- Chateau ClaudBellevue
- 4141 Design
- Total Nutrition
- LaTele Television Station
- Corporation Andina de Fomento
- ExxonMobil
- Stanhome
- Conde Nast Traveler
- GQ
- Better Homes & Gardens
- Villeroy & Boch
- Nautica
- The Bravo Group
- Reader's Digest
- Selecciones
- Hormel Foods
- Vis A Vis Magazine
- Flatiron News
- Harper's BAZAAR

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██████████

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Graphic Designer

██████████ is a graphic artist who specializes in creating and executing design. Her focus seeks to deliver clean, cohesive, and memorable designs that capture a brand's essence. Her experience reaches the realm of digital, social media, and printed collateral design. Through persuasive visuals, ██████████ has developed motivating digital marketing campaigns and successful rebrand launches. She pairs professional photography and freehanded designs to supplement and enhance the viewer's visual experience.

## WORK EXPERIENCE

### **Eddy Alexander**

Graphic Designer

*June 2020- Present*

### **Liberty University Outdoor Recreation**

Graphic Designer

*August 2019 - May 2020*

### **Auden & Company**

Graphic Design Intern

*May 2019 - August 2019*

### **First Baptist Church**

Graphic Design Assistant

*June 2018 - August 2018*

## EDUCATION

### **Liberty University**

B.S. in Interdisciplinary Studies:  
Graphic Design and Business

*2016-2020*

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Graphic Designer

Born and raised in the heart of the Blue Ridge Mountains, [REDACTED] grew up in a family of artists and musicians who nurtured and inspired her creativity from an early age. In 2009, she received her bachelor's degree in Communication from Virginia Tech. She has over 10 years of experience in the advertising and production industries specializing in brand identity, digital marketing, and lifestyle photography. While aspiring to create aesthetically pleasing and well-balanced design, she always strives to tell a story that speaks to the target audience and fulfills the goal of the visual communication piece.

## WORK EXPERIENCE

### **Eddy Alexander**

Graphic Designer

*2017-Present*

### **Evolve Creative Studio**

Owner / Graphic Designer

*2011-Present*

### **Social Buzz Lab**

Graphic Designer

*2011-Present*

### **Junior League of Roanoke Valley**

Graphic Designer

*2011-Present*

### **Communicate Consulting**

Brand Manager

*2009-2010*

## EDUCATION

### **Virginia Tech**

B.S. in Communications

Minor in Caribbean Studies

*2005-2009*

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Writer and Search Engine Optimization

Focusing on SEO for nearly 20 years, [REDACTED] has worked with brands such as Honda, Acura, Cleveland Clinic, Publix, and several large research universities such as Purdue University, University of Arizona, and Virginia Tech. His SEO philosophy focuses on proper architecture, long-term gains, and accurate measurement.

[REDACTED] is an established thought leader who has spoken at SMX Advanced on mobile SEO, led the team that earned American Honda's "Premier Partner" award three times over, and is the co-author of Wiley's "SEO Secrets."

## WORK EXPERIENCE

### **Eddy Alexander**

SEO Lead

*May 2017- Present*

### **Exoterik Media**

Owner

*2016-Present*

### **Lead to Conversion, LLC**

Co-Founder

*2006-Present*

### **Intrapromote, LLC**

President

*2002-2016*

### **ClickZ Network**

Search Engine Marketing Columnist

*2007-2010*

### **IDG Books**

Senior Development Editor

*1993-1996*

### **Macmillan Computer Publishing (Que)**

Senior Editor

*1991-1993*

## EDUCATION

### **Wabash College**

B.A. in English

*1987-1991*

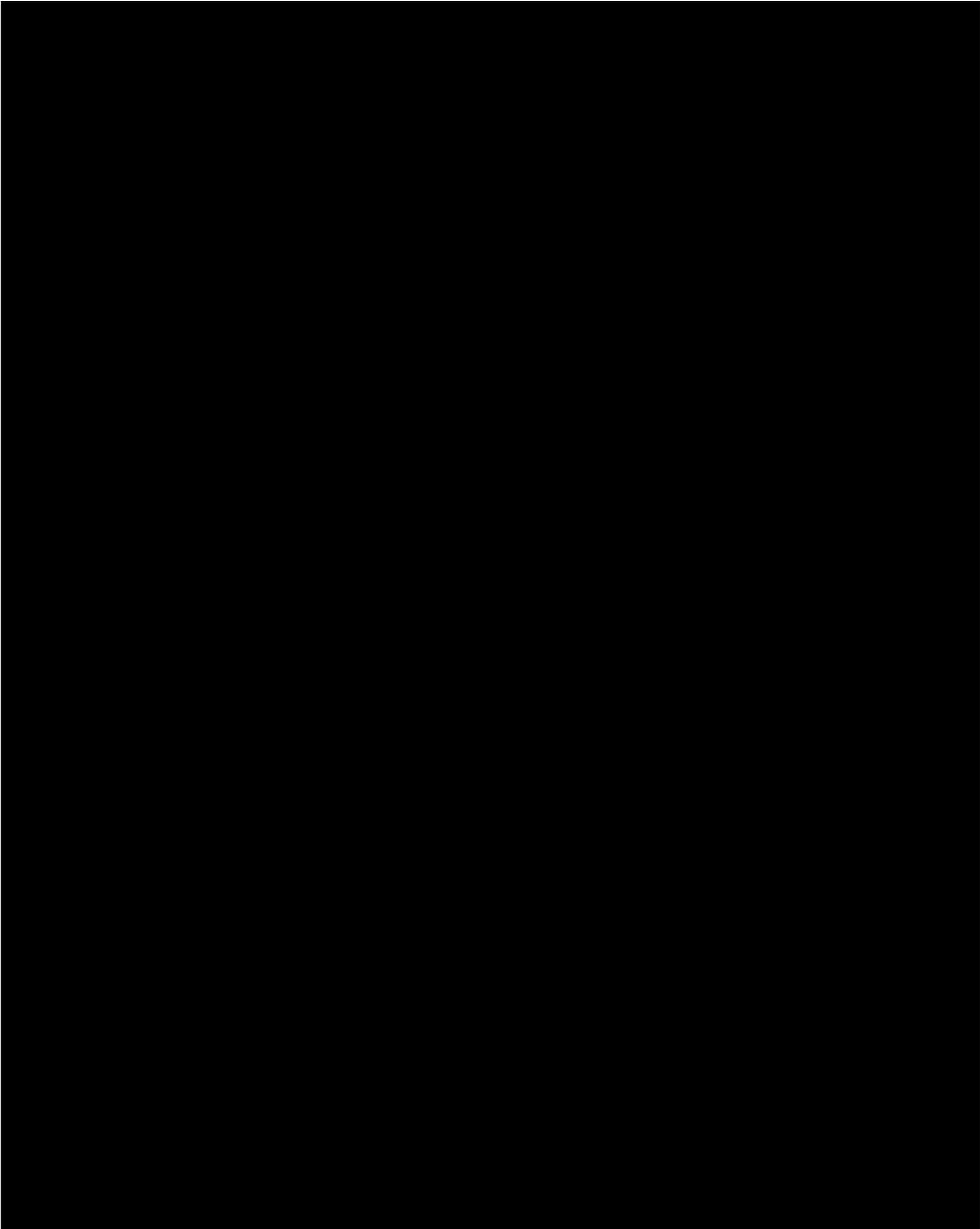
## RELEVANT CERTIFICATIONS

### **Google Analytics**

# Your Project and Our Roles

As we kick-off our





## SECTION FIVE

# Business Cases

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Our experienced team of higher education marketing professionals have proven success supporting the complex requirements of universities nationwide. The Eddy Alexander team thinks beyond the expected and leverages proven, award-winning marketing skills for client advantage. We push the limits of what is possible for higher education brands, and as a result, we deliver measurable, meaningful impact.

### ENCLOSED PUBLISHED WORK SAMPLES

- Virginia's Crossroads Brochure
- Botetourt Survey Postcard
- VT Union Station Take Over Photos
- JHU Cochlear Center Website
- Virginia's Crossroads Website



# Texas A&M Center for Executive Development

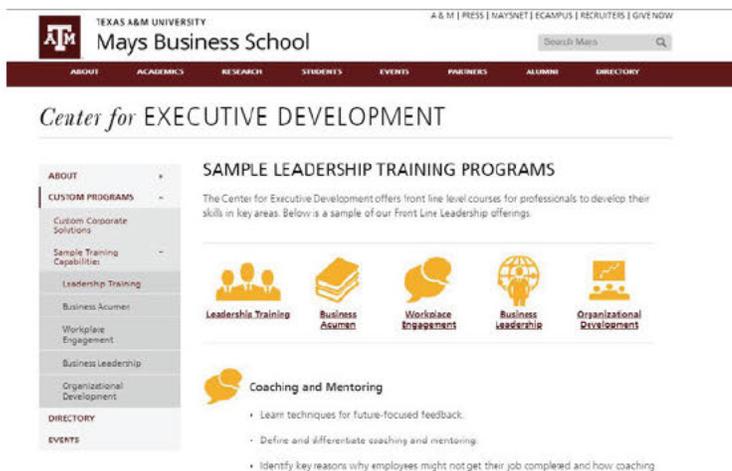


## Overview

In order to compete for a broader set of business clients across a more diversified industry set, the Center for Executive Development at Texas A&M Mays Business School partnered with Eddy Alexander to develop refreshed marketing materials including the landing page and informational brochure pictured below. The Center continues to work with Eddy Alexander to develop a new brand identity due to be announced to external audiences in Summer 2020 with a new website.

## Services

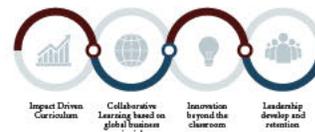
- Market research and analysis
- Identity system development
- Strategic messaging and positioning
- Website design & development
- Branded template development
- Stakeholder management
- Search engine optimization



### YOUR EXECUTIVES ARE HAND PICKED, THEIR TRAINING SHOULD BE TOO.

Global organizations today face complex issues that can't be solved by generic solutions. Our custom training provides transformational executive development, measurable impact, and advanced business outcomes. Provide your business with impact driven custom executive education solutions which empower employees, optimize teams, and meet your goals.

#### BUSINESS EMPOWERED BY TEXAS A&M



#### BEYOND THE CLASSROOM

Focused on identifying learning needs, opportunities, and goals, we apply a consultative approach to designing your custom curriculum. Our top ranking faculty experts and program designers listen, ask questions, and challenge assumptions offering solutions tailor made for your business.

We work with you to deliver executive education solutions which cultivate transformational leaders that are prepared, agile, and "future fit".

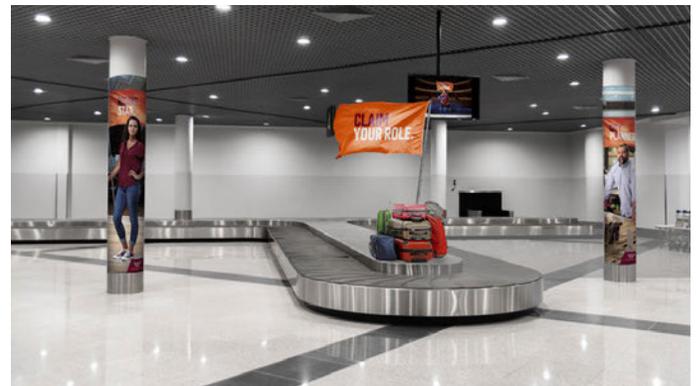
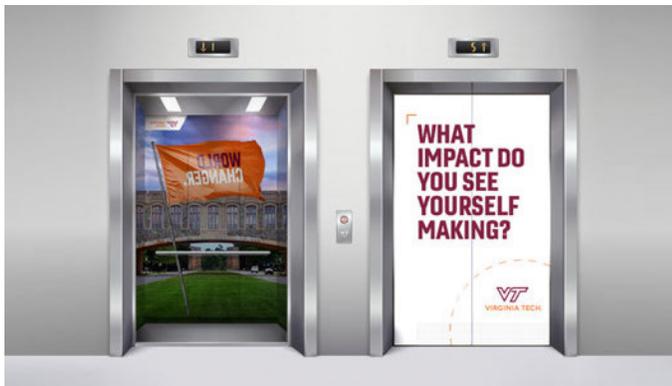
Our best in class offerings feature a classroom where our top ranking faculty push emotional and rational thinking and encourage a 'learn to learn' approach. The result is an inspired work force ready to embrace autonomous thinking and learn from each other's experiences. Leaders emerge with new perspectives that have enabled them to drive your organization's growth.

## Overview

With a new logo and other visual identity elements, Virginia Polytechnic State University (Virginia Tech) sought to integrate their new brand into the University's first-ever awareness campaign. Eddy Alexander was asked to invent a multi-channel branding campaign that could help express the university's new brand platform "Claim your Role." From print and digital ads to environmental executions, Eddy Alexander designed a comprehensive campaign that included a metro station takeover (Union Station - Washington DC), airport advertising (ROA), and on-campus signage and brand experiences. From a four story parking garage to elevator wraps, oversized posters to wall graphics, signage standards and more, the Eddy Alexander team used a variety of creative techniques to ensure multiple brand touch points to meet a variety of budgets and client requirements.

## Services

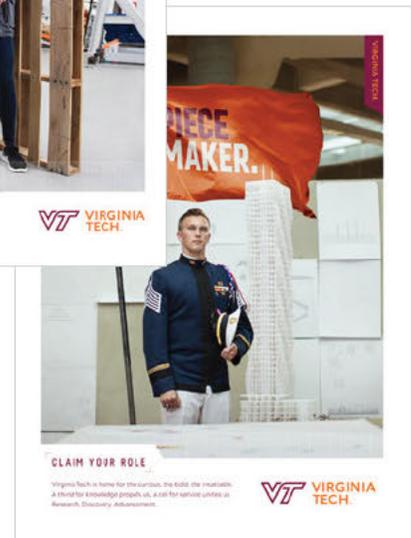
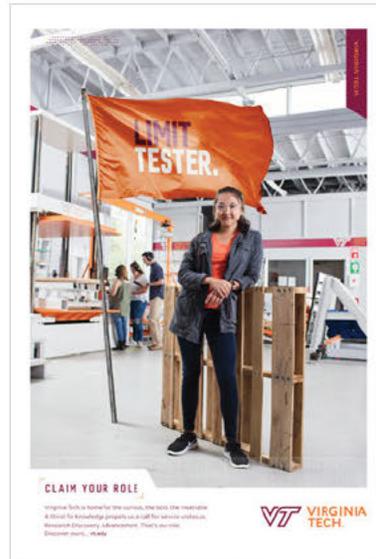
- Marketing strategy
- Editorial services
- Photography
- Print, digital, out-of-home, and large-format advertising
- Brand management
- Social media stunt support
- Media evaluation and analysis
- Graphic design
- Copywriting
- Marketing/business planning
- Reputation management



## About Virginia Tech

Virginia Tech is a public University in the state of Virginia, located in Blacksburg. It consists of nine colleges and graduate schools and offers 110 bachelor's degree programs and 170 master's degree programs. It is ranked 43rd in University research in the United States and is the largest state University in Virginia.

# VT VIRGINIA TECH.



“There were so many complex factors in our production—we had internal and external stakeholders, models, wardrobe, makeup, more than 24 diverse locations, and less than three days to make it all come together. The stakes were high, and the Eddy Alexander team showed up prepared, organized, and ready to make it all happen. This was perhaps the most efficient and effective creative production process we’ve ever seen run on Virginia Tech’s campus.”



## Overview

After the Cochlear Company finalized their generous gift to Johns Hopkins University, Dr. Frank Lin set to work establishing the new Cochlear Center for Hearing and Public Health. He called on Eddy Alexander to help him develop a brand for the center that recognized the generous gift but also demonstrated the required independence critical to the center's academic integrity. Eddy Alexander worked with Dr. Lin and the marketing staff of both the School of Public Health and the university at large to develop a new comprehensive communications system and public relations plan that fully aligned with the goals of each stakeholder community.

## Services

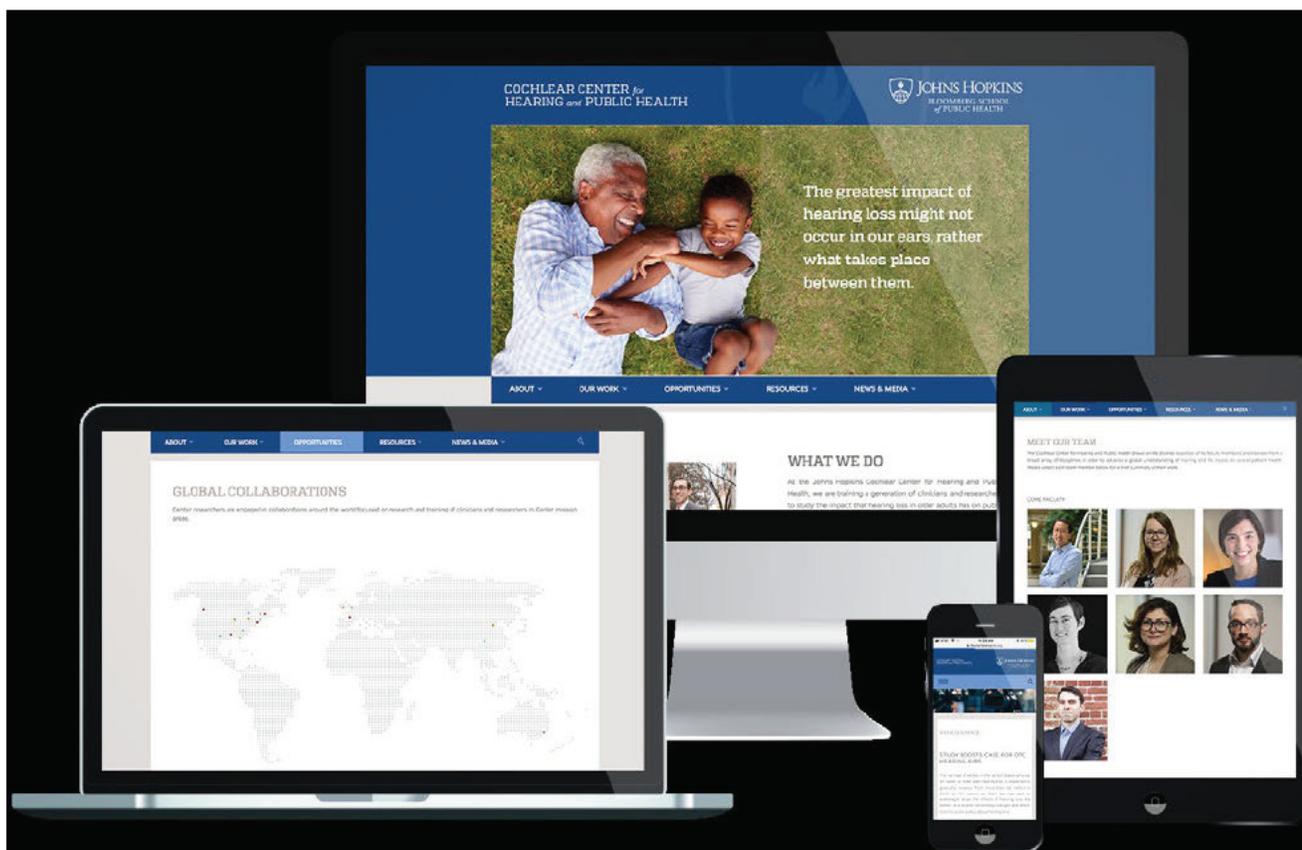
- Message development
- Launch strategy
- Public relations
- Website design (Drupal)
- Technical writing
- Project management
- Brand compliance
- Cross-departmental collaboration
- Photo library development



### About the Cochlear Center

The Johns Hopkins Cochlear Center for Hearing and Public Health is training a new generation of clinicians and researchers. These researchers study the impact that hearing loss in older adults has on public health, and develop and implement related public health strategies and solutions.

See <https://www.jhucochlearcenter.org/>



“The site looks great! I truly appreciate all the incredibly hard work that you and your teams have put into this process over the last few months.”

[REDACTED]

[REDACTED]

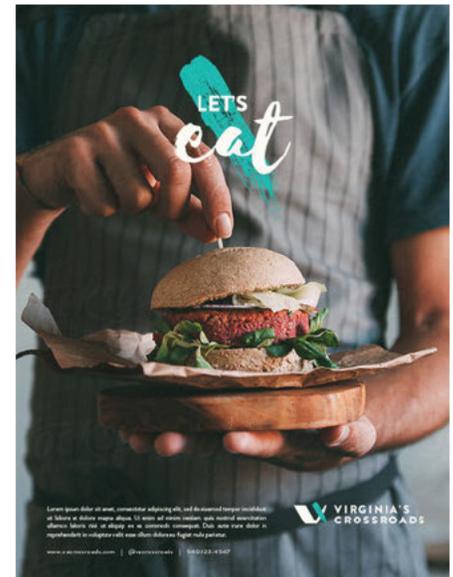
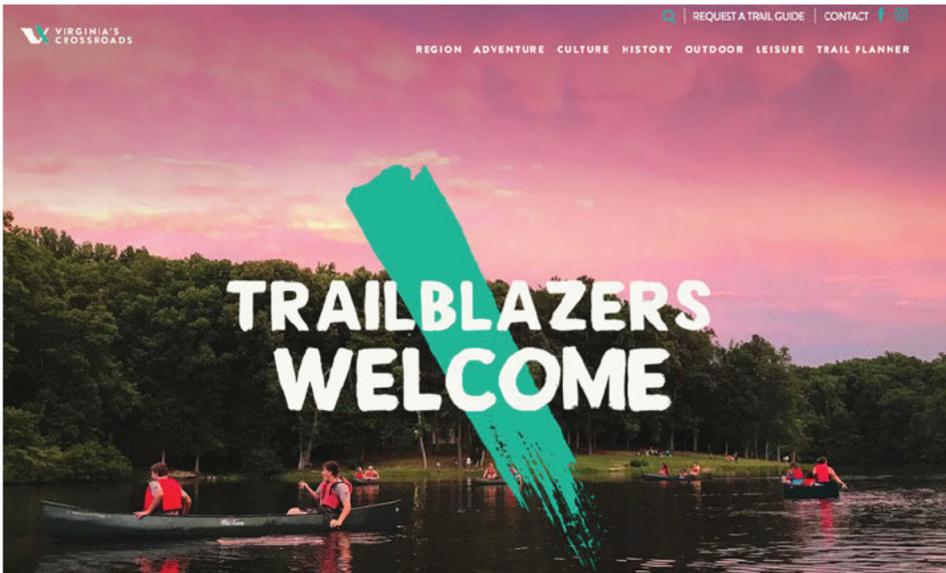
## Overview

After a highly competitive bid process, Eddy Alexander was selected out of twenty-one firms to rebrand “Virginia’s Retreat” to something that highlighted a great diversity of offerings and appealed to a younger, more culturally diverse, and experiential-focused traveler.

Eddy Alexander created a new regional name, asset categorization system, and visual identity.

## Services

- Research analysis
- Rebranding
- Design template development
- Brand expression and guidelines
- Multi-stakeholder engagement
- Graphic design



### About Virginia's Crossroads

Virginia's Crossroads represents one of the oldest regional tourism consortiums in the Commonwealth of Virginia encompassing an eleven county and one city region of Virginia made up of three percent of the state's total population.

See <https://vacrossroads.com/>

# VIRGINIA'S CROSSROADS



## VIRGINIA'S CROSSROADS BRAND GUIDELINES

### TRAIL BLAZING

It's a beautiful day and you're out on the trail. You're looking for a new path to take. You're looking for a new challenge. You're looking for a new adventure. You're looking for a new way to spend your time. You're looking for a new way to make your mark.



### LOGO FAMILY



### PRIMARY COLOR PALETTE

HEATHER	NEUTRAL	NEUTRAL	NEUTRAL
HEATHER	NEUTRAL	NEUTRAL	NEUTRAL
HEATHER	NEUTRAL	NEUTRAL	NEUTRAL
HEATHER	NEUTRAL	NEUTRAL	NEUTRAL

### TYPOGRAPHY

**BRANDON GROTESQUE**  
**DK AVONTUUR**  
**ARMBRILLI**

### EXTENSION COLOR PALETTE

HEATHER	NEUTRAL	NEUTRAL	NEUTRAL	NEUTRAL
HEATHER	NEUTRAL	NEUTRAL	NEUTRAL	NEUTRAL
HEATHER	NEUTRAL	NEUTRAL	NEUTRAL	NEUTRAL
HEATHER	NEUTRAL	NEUTRAL	NEUTRAL	NEUTRAL

### VISUAL IDENTITY DESIGN



### GRAPHIC ELEMENTS



“Eddy Alexander stands out head and shoulders above the other organizations I have worked with. They listened and delivered — when they presented solutions to us, we knew they ‘got it.’”

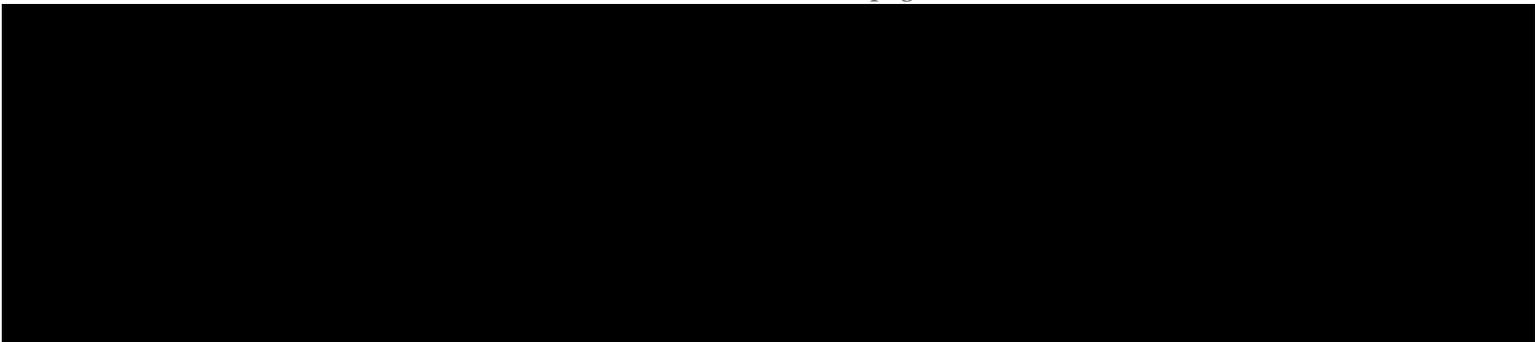
## SECTION SIX

# Statement of Needs Response

### A. General

1. Eddy Alexander understands JMU intends to award multiple contracts to established graphic designers in order to procure the highest quality of graphic design services for a variety of needs and as such no quantity of work is guaranteed. We are prepared to furnish all necessary labor, resources, equipment, and materials as required and to maintain project management throughout production and delivery of final product.
2. Eddy Alexander understands the Purchase Order process as outlined in this RFP and agrees no work will be undertaken until a written purchase order has been received.
3. Eddy Alexander agrees to deliver all artwork, graphics, photographs, production, and manufacturing materials as well as original files and associated attachments created under this contract in usable condition to James Madison University upon completion of work.
4. Eddy Alexander will give to James Madison University [REDACTED]  
[REDACTED]  
[REDACTED] be necessary for a  
[REDACTED] we will  
[REDACTED] This scenario would be  
[REDACTED]
5. Please see a detailed response for each requested graphic design service in the Approach and Methodology section of this response beginning on page 8.

### B. References (Also available in the business cases section on page 44)



Please see the enclosed work samples from Virginia Tech, Johns Hopkins Cochlear Center, Virginia's Crossroads and Texas A&M University Center for Executive Development beginning on page 44.

### D. Meet Eddy Alexander

Please see the detailed response provided in the Other Considerations section of Approach and Methodology on page 24.

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 9 Months 1
- 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.



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

Eddy Communications DBA Eddy Alexander

611 S. Jefferson Street, Roanoke, VA 24011

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

YES  NO

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

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

## ATTACHMENT B

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

**Offeror Name:** Eddy Alexander **Preparer Name:** Jennifer Eddy

**Date:** 7/14/2020

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

If yes, certification number: 715305 Certification date: 02/19/2019

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

If yes, certification number: 715305 Certification date: 02/19/2019

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: 715305 Certification date: 02/19/2019

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

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

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

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

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

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

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

**ATTACHMENT B (CNT'D)**

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

Procurement Name and Number: RFP # DMS-1084 Graphic Design Services

Date Form Completed: 7/14/2020

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

Offeror / Proposer:  
Eddy Alexander  
Firm

611 S. Jefferson Street Roanoke, VA 24011  
Address

Jennifer Eddy, 540.404.8152  
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)
N/A	N/A	N/A	N/A	N/A	N/A

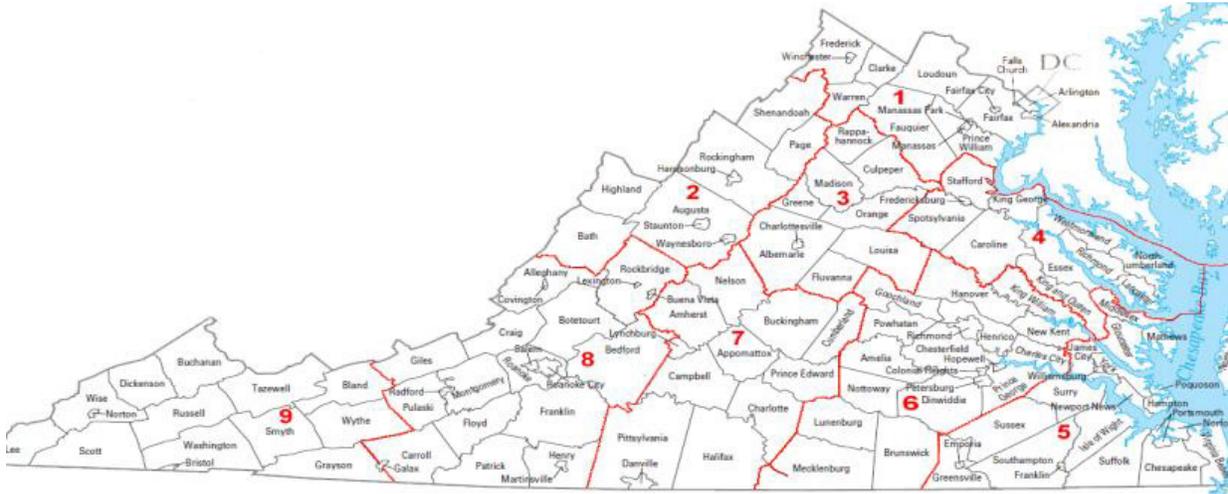
*(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)*

**RETURN OF THIS PAGE IS REQUIRED**

Eddy Alexander has not conducted any sales for any VASCUPP Member Institutions in the past 12 months.

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)

# SECTION TEN

## Pricing

Our agency hourly rates are provided below. Please note that formal pricing on projects is all subject to an in-take project call in which our clients are asked to detail scope requirements and deadline expectations. Costs for services will be invoiced according to contract terms and a signed corresponding statement of work.

ROLE	UNIT	RATE
Creative direction aligned with JMU brand	Hourly	\$150.00
Marketing Consultation	Hourly	\$250.00
Design and Production	Hourly	\$150.00
Press Checks	Hourly	\$122.00
Templates and Presentations	Hourly	\$125.00
Preparation of Advertisements	Hourly	\$125.00
Graphics for Web Pages	Hourly	\$145.00
Multimedia	Hourly	\$112.00
Quality Control	Hourly	\$200.00
Project Management	Hourly	\$150.00
Editorial Services	Hourly	\$150.00
Photography	Hourly	\$112.00
Videography	Hourly	\$112.00
Art Direction for photography shoots	Hourly	\$150.00
Travel Costs	Mileage	Standard Government Rate
Additional expenses	Unit	Pass Through Costs to Client

Payment term is Net 30, and may be made by mailed check, ACH, or credit card.

\*Note: Credit card transaction fees will be passed through to the client (up to 4%).



EDDYALEXANDER.COM

---

611 S. JEFFERSON STREET SUITE G  
ROANOKE, VIRGINIA 24011

540-404-8152



**June 16, 2020**

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

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

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

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

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

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

Answer: Possibility. This will vary by project.

9. Question: How large is your marketing team?

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

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

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

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

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

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

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

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

Answer: The contractor will need to obtain it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Dana Simmers

Buyer Senior

Phone: (540-568-5113)



# Request for Proposal

## **RFP# DMS-1084**

**Graphic Design Services**

**06/02/2020**



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

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

**Title:** Graphic Design Services

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

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

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

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

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

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

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

Name and Address of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
*(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 perform work. Purchase Orders for work under this contract will be issued at JMU's discretion. The university shall not be required to sign additional agreements for work performed under this contract.

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

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

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

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

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

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

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

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

## B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

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

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

## VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. To Subcontractors:

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

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

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

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

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
    - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
    - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
  2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
  3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

## VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

From: \_\_\_\_\_

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

Name of Purchasing Officer: \_\_\_\_\_

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

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

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

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

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

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

Q. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

**IX. METHOD OF PAYMENT**

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

**X. PRICING SCHEDULE**

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

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

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

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

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

**XI. ATTACHMENTS**

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

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

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

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

YES  NO

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

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## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offeror / Proposer:

\_\_\_\_\_ Firm \_\_\_\_\_ Address \_\_\_\_\_ Contact Person/No. \_\_\_\_\_

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

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

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

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

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

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

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

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

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

The contract documents shall consist of

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

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

CONTRACTOR:

PURCHASING AGENCY:

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

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

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

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

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

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

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

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