



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5937

This contract entered into this 23rd day of February 2021, by Rhudy & Co. Strategic Communications, 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 1, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated February 22, 2021.

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

CONTRACTOR:

PURCHASING AGENCY:

By: [Signature of Michele A. Rhudy]
(Signature)

By: [Signature of Dana Summers]
(Signature)

Michele A. Rhudy
(Printed Name)

DANA SUMMERS
(Printed Name)

Title: President & CEO

Title: Buyer Senior

2/22/2021

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1084 and the Contractor's initial response to RFP# DMS-1084, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor's Pricing Schedule is hereby replaced with a blended hourly rate of \$125.00 for the following services:
 - Creative Direction
 - Marketing Consultation
 - Design and Production
 - Press Checks and other quality control measures
 - Preparation of templates and content for presentations
 - Preparation of advertisement for print or electronic media
 - Graphics for Web pages
 - Multimedia (including animation and video)
 - Project Management of the consistency and quality of all material
 - Project Management
 - Editorial Services
 - Photography
 - Videography
 - Art direction for photography shoots and image selection
3. Contractor shall provide a project proposal/estimate for each project to include an itemized list detailing the services to be provided, the number of hours it will take to complete the project along with associated hourly fees, total project cost, actual date for starting work, project completion date, and contact information of the department requesting service.
4. Contractor shall not charge the university for Contractor's travel time or any additional travel expenses.
5. Rate increases shall be made in accordance with clause *O. Renewal Of Contract* located in the *Special Terms and Conditions* section of RFP# DMS-1084.
6. 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.
7. 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.
8. Contractor shall furnish all necessary labor, resources, equipment and materials as may be required to fulfill university needs and requirements. Contractor may also be required to continue project management through production and delivery of final product.

2/22/2021

9. 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.
10. As an agency of the Commonwealth of Virginia, James Madison University makes payment in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Pay Act.
11. Contractor hereby rescinds the following payment terms from original proposal:
 - a. Monthly billing for projects over the course of a three-month project.
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. 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. 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.**
14. 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.
15. 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.
16. Contractor shall provide university a written proposal/estimate for each project within three (3) calendar days after meeting with the project manager.

Proposal/estimate shall be emailed to:

 - a. University Communication and Marketing, Carolyn Windmiller, windmicm@jmu.edu.
 - b. Department requesting services.
17. Contractor shall not undertake any work until the following has been received by the university:

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- a. Written approval from University Communications and Marketing, Carolyn Windmiller, windmicm@jmu.edu, authorizing the work to be performed.
 - b. A university purchase order for each project based upon the quote provided by the Contractor.
18. Contractor shall provide, at no cost to the university, project layout proofs for approval to University Communications and Marketing, Carolyn Windmiller windmicm@jmu.edu within ten (10) business days prior to final production.
19. Contractor shall provide, at no cost to the university, one (1) or more samples for each project to Communications and Marketing, Carolyn Windmiller within five (5) business days of delivery of final printed piece.

Printed samples shall be mailed to:

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

Online design work:

A website link for online design work shall be emailed to Carolyn Windmiller, windmicm@jmu.edu.

20. Contractor shall be responsible for any expenses incurred caused by the contractor not receiving approval from University Communications and Marketing.
21. 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>.
22. Contractor shall provide James Madison University a half-day, on-campus or virtual workshop annually for the term on the contract, at no cost to the university. Dates and times will be mutually agreed upon by the Contactor and James Madison University.
23. Contractor shall provide up to two (2) in-person or virtual internships during the spring or fall semester to qualified JMU students in the graphic design service field, annually for the term of the contract, and at no cost to the university. Contractor shall create an account and register the offered internship(s) within 60 days of contract award with the Office of Career and Academic Planning at the following link: <http://www.jmu.edu/cap/employers/index.shtml>.
24. Contractor shall offer ongoing mentorship opportunities to a qualified JMU design student, annually for the term of the contract, at no cost to the university.

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25. Contractor shall receive written approval prior to press checks from JMU Communications and Marketing, Carolyn Windmiller windmicm@jmu.edu.
26. Contractor shall receive written confirmation from the university prior to utilizing a subcontractor.
27. Contractor shall revise invoices to compensate the university for lost time, delayed due dates, etc. in the event of Contractor's error within three (3) business days of error or delay. Contractor shall take necessary actions to reconcile issues by providing a new print order, and/or making necessary edits.
28. Shipping costs, postage, and delivery fees, if applicable, will be charged to the university without markup and shall be included in the estimate provided to the university.
29. Contractor shall not invoice the university charge card processing fees.
30. James Madison University hereby modifies IX. Method of Payment to: The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>.
31. Contractor has disclosed all potential fees. Additional charges will not be accepted.



A Proposal for Graphic Design Services

RFP# DMS-1084
July 14, 2020



REDACTED
COPY

BRIGHTEN THE LIGHTS OF MADISON

James Madison University
helped shape Rhudy & Co.,
and we'd love to be
a part of your team.

See what we **LOVE** about
JMU in this short video.



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:

Rhudy & Co. Strategic Communications
14342 Lander Road
Midlothian, VA 23113
1600 Roseneath Road
Suite 222
Richmond, VA 23230

By: 
(signature in ink)

Name: Michele A. Rhudy, APR
(please print)

Date: July 1, 2020

Title: President & CEO

Web Address: www.rhudy.biz

Phone: 804-852-8391

Email: info@rhudy.biz

Fax #: 866-451-1894

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.

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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

Please note:

Pages 5-9 directly from the RFP document as a point of reference, and we understand and agree to comply with the language and terms shared by JMU Procurement Services in the RFP.

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. SWaM 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

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

IV. STATEMENT OF **NEEDS**

A. General ... continued

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.

IV. STATEMENT OF **NEEDS**

A. General ... continued

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;

IV. STATEMENT OF NEEDS

A. General ... continued

- j. Project management;
- k. Editorial services, which shall adhere to brand standards referenced in section IV – D (1), Page 3 of the RFP Word document. *(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)*

RHODY
& CO.
STRATEGIC
COMMUNICATIONS
www.rhody.biz

We are door holders and lifelong learners.

HOMEMADE
SOUPS



The Donkey
Restaurant

1600

IV. STATEMENT OF **NEEDS**

B. Specify at least three (3) clients ...

uhealth

April 2013 - September 2019 | Sarah Tangelder
(719) 365-6382 | Sarah.Tangelder@uhealth.org

12605 E 16th Ave.
Aurora, CO 80045

Rhudy & Co. has supported the **University of Colorado Health System** with numerous projects, including rewards and recognition, employee wellness and employee benefits.

Given our deep understanding of their organization, we have been able to bring energy and life to even more typically pedestrian documents such as their annual open enrollment update.

IV. STATEMENT OF NEEDS

B. Specify at least three (3) clients ... continued



AMERICAN INSTITUTES FOR RESEARCH*

July 2017 - February 2019 | Dawn Boatwright
(202) 403-5851 | dboatwright@air.org
1000 Thomas Jefferson Street NW
Washington, DC 20007

As the **American Institutes of Research** transitioned to a new performance management system, its leaders engaged Rhudy & Co. to help communicate with its employees about this important change. Rhudy & Co. listened closely to the challenges and benefits of the change and helped to craft a communication campaign over several months.

Using strong graphics and bright visuals, we helped tell the story in ways that met employees where they live and work.

IV. STATEMENT OF **NEEDS**

B. Specify at least three (3) clients ... continued



April 2018 - November 2019 | Daniel Horgan
(857) 304-0745 | dhorgan@mentoring.org
201 South Street, Suite 615
Boston MA 02111

The National Mentoring Partnership, also called MENTOR, needed assistance on two fronts. First, as they rebranded, they enlisted Rhudy & Co. to help reimagine presence in the mentoring community. Second, Rhudy & Co. helped to share the importance of mentoring through a powerful storytelling project.

Interviewing dozens of mentors and mentees, Rhudy & Co. created a series of one-pagers that quickly shared the impact of mentoring and reported back to sponsors on the success of MENTOR's programs.



IV. STATEMENT OF NEEDS

B. Specify at least three (3) clients ... continued



February 2004 - present | Carrie Lancaster
(804) 274-1621 | carrie.e.lancaster@altria.com
6601 W. Broad Street
Richmond, VA 23230

Using an in-depth focus group research approach for **Altria and its companies**, Rhudy & Co. created the employee recruitment brand "Altria Careers" that focused on Altria's greatest strength, their people. The new, bright, clean materials showcase real employees, real stories and experiences.

This was a huge transition away from the "Can't Beat the Experience" brand that had focused on pops of red and black with bold slogans, and limited visuals. "Altria Careers" branding was incorporated into the company's updated website (Altria.com/Careers), video and social media content and all recruitment materials.



IV. STATEMENT OF **NEEDS**

B. Specify at least three (3) clients ... continued

imb

Dec 2019 - current | Julie McGowan, APR
(804) 219-1903 | JMcGowan@imb.org
3806 Monument Ave
Richmond, VA 23230

International Mission Board (IMB) needed to connect with college students and recent college graduates to share opportunities around the world. They wanted a contemporary look and feel that would instantly connect with young people.

Rhudy & Co. created the look and feel for a campaign for Student Mobilization that included printed brochures, as well as event displays and online materials.

IV. STATEMENT OF **NEEDS**

An important note:

Although this work did not occur within the past 24 months, we felt it would be helpful context and experience to share.

B. Specify at least three (3) clients ... continued



VCU

VIRGINIA COMMONWEALTH UNIVERSITY

School of Business

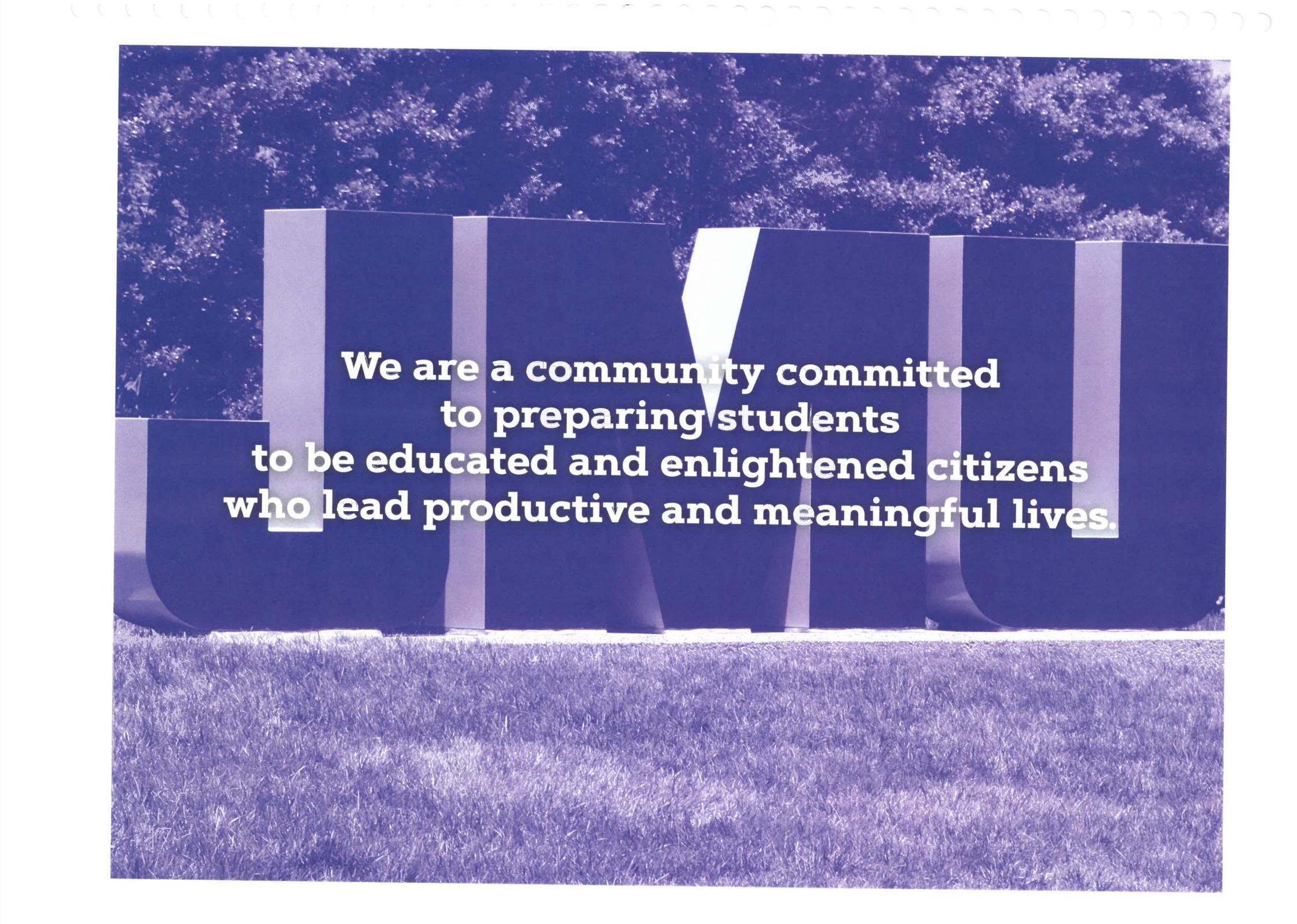
February 2016 - March 2017 | L. Katherine Oliver
(804) 828-6576 | lkoliver@vcu.edu

Virginia Commonwealth University
Snead Hall, Room B4189
PO Box 844000, Richmond, VA 23284-4000

Rhudy & Co. supported **VCU's School of Business** Decision Analytics Professional Track presentation on dual degree, health care management, online master's in business administration (MBA) and executive MBA programs.

These informational sessions required a strong narrative and engaging design. In the end, the presentation clearly conveyed relevant information to their target audience.

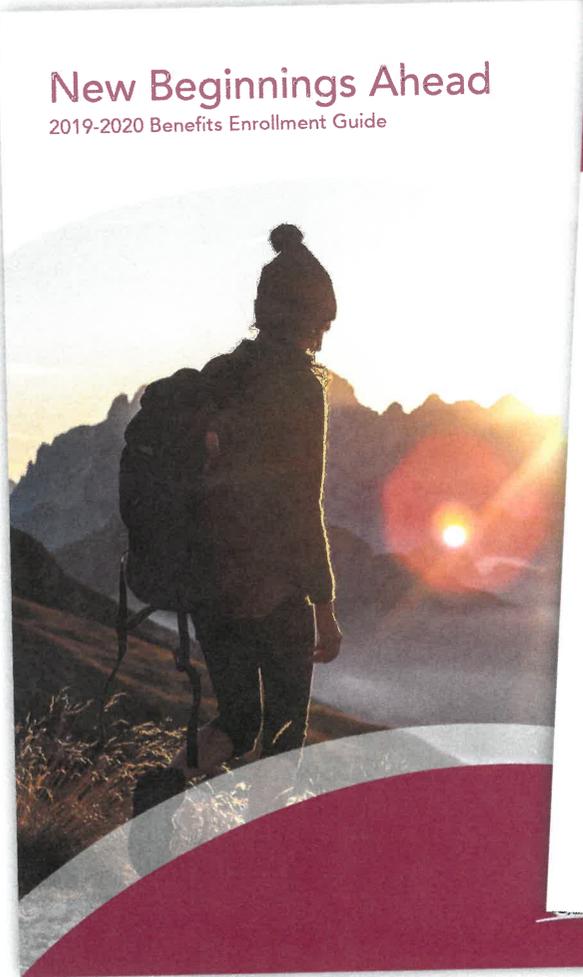




**We are a community committed
to preparing students
to be educated and enlightened citizens
who lead productive and meaningful lives.**

IV. STATEMENT OF NEEDS

C. Work samples



New Beginnings Ahead

2019-2020 Benefits Enrollment Guide

Click the page numbers to navigate through this guide. You may click the link at the bottom left of each page.

Table of Contents

UCHealth is proud to provide competitive health, as part of our Total Rewards program. We encourage you to review this guide and ask questions making the right decisions for you and your family.

- How to Enroll
- Coverage and Eligibility
- Medical Benefits
- Prescription Drug Benefits
- Wellness Benefits
- Voluntary Benefits
- Dental Benefits
- Vision Benefits
- Spending Accounts
- Health Savings Accounts
- Life Insurance
- Disability
- EAP, PTO and Education Assistance
- Retirement Benefits
- Employee Premiums
- My Benefits Selections
- Glossary of Terms
- Who to Contact

The information in this guide provides details about the changes and benefit programs available for 2019-2020. A complete copy is available at thisource.uchhealth.org. This guide is a short summary of the benefits that could be available to you as a UCHealth employee. To be eligible to participate in a benefit option, you must meet the eligibility and participation requirements.

2019-2020 Benefits Enrollment Guide

Vision Benefits

To find out the cost for enrolling in vision benefits for you and your family, click here.

A standard vision plan through Vision Service Plan (VSP) is offered for those that need vision coverage. VSP does not issue ID Cards; you must use your SSN at the time of service. Visit www.eyesconic.com to browse, virtually try on and purchase frames or to fill contact orders, all with an integrated benefit experience.

The chart below reviews the vision benefits provided through Vision Service Plan (VSP) - Choice Network.

Benefits Summary	Benefit	Copay
Wear Vision Eye Exam	Every 12 months. Basic every 12 months for dependent children under the age of 18, as part of the KidCare program.	
Prescription Glasses	See frame and frame benefits in the chart.	\$15
Frames	\$200 allowance* \$300 allowance after allowance \$150 allowance at cost Every 24 months (frames are also \$50 every 12 months for kids under the age of 18, as part of the KidCare program)	Related to progressive glasses only
Lenses	Single vision, bifocal, contact, low vision, polycarbonate for optimum clarity, including UV Protection and Standard Progressive Every 12 months	
Lens Enhancements	Average savings: 31-25%	N/A
Contact Lenses	\$140 allowance** Every 12 months	\$0 to \$60 for contact lens wear
Digital Retinal Imaging	Every 12 months or less if regular exam	\$0*

*UCP members will get an extra \$50 for spend on National Eye Exam center. thisource.uchhealth.org for more information. www.eyesconic.com and www.vsp.com for more information.

Considering LASIK surgery?

- To see what discounts are available to you, call:
- UCHealth Eye Center - Anschutz, Lake Trust, Cherry Creek, LoDo and Boulder: 720.848.2020
 - Eye Center of Northern Colorado: 970.221.2222



2019-2020 Benefits Enrollment Guide | 7.10.20

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UCHealth 2019 New Hire Guide

1. Technology

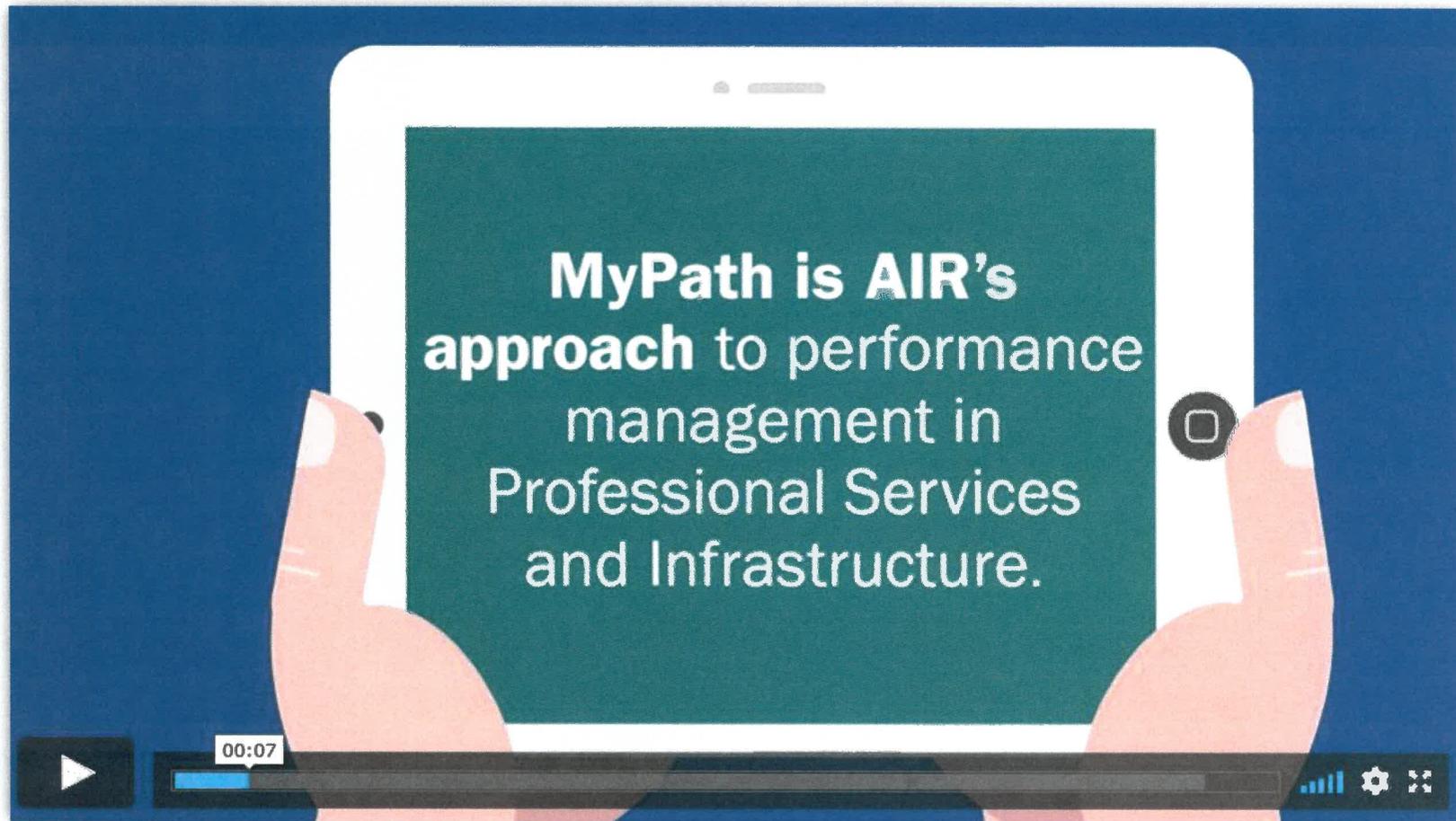
- Adobe Photoshop
- Adobe InDesign
- Adobe Acrobat
- Basecamp
- Microsoft Suite

2. Pricing: Approximately [redacted] in time

Please note: Rhudy & Co.'s individual client budget information is considered proprietary (based on our contractual relationships with our clients). As such, we request the budget information marked in red on pages 18-30 be protected and marked proprietary by JMU.

IV. STATEMENT OF **NEEDS**

C. Work samples ... continued



AIR Animated Video (2 minutes)

1. Technology

- Adobe Illustrator
- Adobe Photoshop
- Adobe Premiere
- Adobe After Effects
- Basecamp
- Microsoft Suite

2. Pricing: The budget for design and video production totaled approximately [REDACTED]

Please note: Rhudy & Co.'s individual client budget information is considered proprietary (based on our contractual relationships with our clients). As such, we request the budget information marked in red on pages 18-30 be protected and marked proprietary by JMU.

IV. STATEMENT OF NEEDS

C. Work samples



Lisa works at Cricket Wireless, a subsidiary of AT&T, and mentors in Atlanta as part of the National Mentoring Project.

Lisa first heard about MENTOR when a friend forwarded an email. An IT veteran with 30 years at AT&T, Lisa said, "I didn't think I had a lot to give." But meeting her mentee Loren and beginning to walk with her through the job-seeking process, Lisa began to see all she could offer.

Lisa's connections reviewed Loren's resume and gave her expert direction. Lisa knew how to coach Loren through interviews and inspire the young woman's confidence in herself. Through Loren, Lisa also discovered wisdom tucked inside her life experiences.

Wisdom to share

Lisa shared recently with Loren, "Figure out who you are and honor who you are. Then you can honor everyone around you. Life is so much more rich when you do that."

Loren has not only gotten an apprenticeship with Mobile App Hero in Atlanta, but also a paid internship with Altamira Technologies near Washington, D.C., where Loren's family lives.

"She's going to have the job of her dreams. I see it in her," Lisa said.

Lisa may have given Loren some good guidance, but she said she's also gained so much from their relationship.

"Anytime I'm with friends, I'm talking about Loren. She's like family now," Lisa said.

► "Through being able to tell her my experiences and share with her ... to give that away ... that's given me a lot of happiness."

Lisa said she's benefited in her own career from mentors. When she was making a big step in her career at AT&T, she attended a mentoring circle. There she created 30-, 60- and 90-day plans for getting a promotion. And she got the job.

"Even now I recognize ... transitioning into retirement, I need a mentor to help me in that transitional period. Anytime in life, you can use a mentor."



The National Mentoring Project is a collaboration with the Schultz Family Foundation and the Center for Promise.

MENTORS TEACH PERSISTENCE & RESILIENCE



MENTOR CREATES CONNECTION

Monica works at AT&T and mentors in Atlanta through the National Mentoring Project



The National Mentoring Project is a collaboration with the Schultz Family Foundation and the Center for Promise.

Monica's relationship with her mentee Justin got off to a bumpy start. Around the time they were matched, Monica's father passed away and her daughter had surgery. Though she was persistent in reaching out, Monica got only short responses.

Keep reaching out

Monica reached out to Per Scholas, through which Justin had gotten job training. A Per Scholas leader encouraged her to keep going, explaining that Justin was extremely shy. Thus, she persisted.

Over time, the relationship warmed. When Justin graduated from the Code Bridge program, Monica finally got to meet Justin and his supportive mother in person.

► "He's a very bright young man with a lot of potential. If you talk about what he enjoys, he just lights up," Monica said.

Justin is now focused on getting an internship to lead to a full-time position. "I continue to be present and make myself available," said Monica.

She adds, "Whatever you do, don't give up. Even if the mentee isn't responding with a lot of words, they're going through something, even if it's just a transition...you don't know what that is, but don't give up."

Though Monica isn't versed in coding, she is familiar with technical careers, as she is a Principal Technology Solutions Manager for AT&T. She serves as a liaison between business and technology partners.

Why she mentors

Monica enjoys mentoring and has participated in several programs.

► "I believe you give back to your community. We have an opportunity to make our communities better. If part of my story helps you with yours, or I learn from yours, that's important. Youth today deal with a lot. They have challenges we didn't have," she said.

Monica believes that mentoring one person at a time can help build stronger communities.

► "I want to do more. There's just not enough hours and bandwidth," she said. "I'm always thinking, How am I serving? What can I do to make the world better?"

MENTOR Storytelling One Sheet

1. Technology

- Adobe Photoshop
- Adobe InDesign
- Basecamp
- Microsoft Suite

2. Pricing: The budget for multiple collateral pieces including editorial services, design and project management averaged about ██████ per year.

Please note: Rhudy & Co.'s individual client budget information is considered proprietary (based on our contractual relationships with our clients). As such, we request the budget information marked in red on pages 18-30 be protected and marked proprietary by JMU.

IV. STATEMENT OF NEEDS

C. Work samples ... continued



Altria's University Recruiting Campaign

1. Technology
 - Adobe Photoshop
 - Adobe InDesign
 - Basecamp
 - Microsoft Suite
 - Oversized print vendors
2. Pricing: The budget for the Careers work including campaign and brand development, planing, writing, designing and producing averaged [REDACTED] over two years.

Please note: Rhudy & Co.'s individual client budget information is considered proprietary (based on our contractual relationships with our clients). As such, we request the budget information marked in red on pages 18-30 be protected and marked proprietary by JMU.

IV. STATEMENT OF NEEDS

C. Work samples ... continued



Cultural Transformation

1. Technology

- Adobe Photoshop
- Adobe InDesign
- Basecamp
- Microsoft Suite
- Oversized print vendors

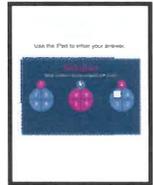
2. Pricing: The budget for the cultural transformation and communications work totaled [REDACTED] over three years.

This work included leadership consulting, employee focus group, employee listening sessions, new digital and visual channels, environmental signage, event support and an interactive communications hub.

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IV. STATEMENT OF NEEDS

C. Work samples ... continued



iPad captures answers to "Challenge of the Week" question and shows correct numbers of correct answers the following week.

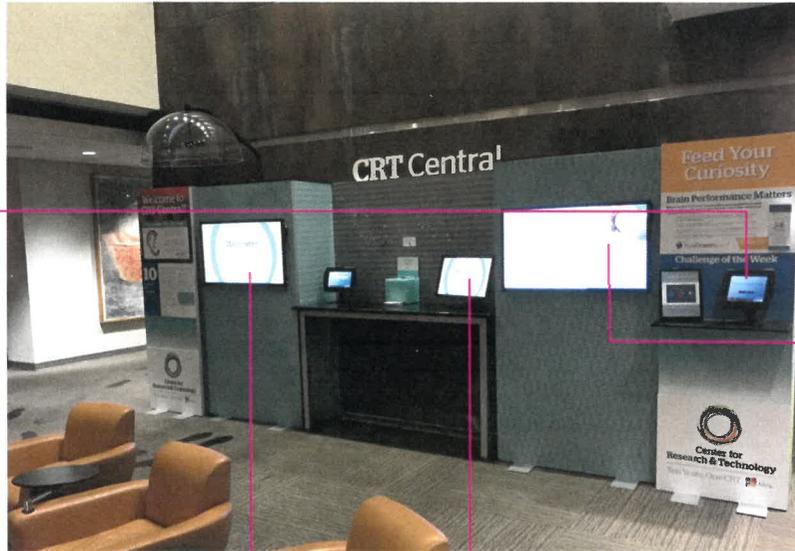
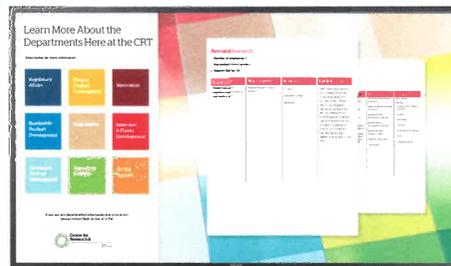
Posters serve to draw employees in with engaging content.



Touchscreen video display features numerous employee spotlights. The software makes it easy to update with new videos and allows for tracking views.



Interactive directory is built from a series of PDF one-pagers about each department. The software is easy to update and allows for tracking views.



Blue Ocean Brain provides customized, thought-provoking content, updated weekly.



Center for Research and Technology Interactive Communication Hub for Employees

1. Technology

- Adobe Photoshop
- Adobe InDesign
- Sound Dome
- Touchscreen Video Displays
- iPad and Surface Pros
- Blue Ocean
- Basecamp
- Microsoft Suite
- Oversized print vendors

2. Pricing: The budget for the interactive communications hub is included in the previous page, but it did not include hardware or printing which the client handled separately.

Please note: Rhudy & Co.'s individual client budget information is considered proprietary (based on our contractual relationships with our clients). As such, we request the budget information marked in red on pages 18-30 be protected and marked proprietary by JMU.

IV. STATEMENT OF NEEDS

C. Work samples ... continued

Hands On is an international semester missions opportunity for students and young adults interested in working alongside a missionary mentor to share the gospel of Jesus with unreached peoples.

Serve in strategic ways.
Teach English. Intern in a business. Disciple new believers. Craft a social media strategy. Lead a college campus outreach.

Share Christ with unreached peoples.
Build significant relationships. Go deep in the culture. See God at work.

Be mentored by a missionary.
Join an experienced missionary team. Explore God's calling on your life. Receive practical training in evangelism and church planting.

IMB Student Mobilization Campaign

1. Technology

- Adobe Photoshop
- Adobe InDesign
- Basecamp
- Microsoft Suite

2. Pricing: The annual budget for overall campaign look and feel, four detailed brochures and multiple student roadmap (infographic-like visuals) and project management totaled [redacted]

Please note: Rhudy & Co.'s individual client budget information is considered proprietary (based on our contractual relationships with our clients). As such, we request the budget information marked in red on pages 18-30 be protected and marked proprietary by JMU.

IV. STATEMENT OF NEEDS

C. Work samples ... continued



What could God do with your summer?

A world of unreached peoples is waiting for your answer.

Consider a trip through an IMB summer program, your Baptist campus ministry, or an IMB partner:

- // **Nehemiah Teams** challenges students to serve for 52 days with unreached peoples in hard places, especially in Southeast Asia and Africa. Ministry opportunities are numerous, such as orphan care, teaching English, health and life-skills instruction, social media outreach, and trekking to places where people have not heard the gospel. The summer also includes a personal spiritual preparation process, orientation in the USA, group discipleship while serving, and a debriefing experience.
- // **Summer Sojourners** invites college students to join missionary teams in the American Peoples Affinity for 6 weeks. Participants focus on connecting with people and making disciples of Jesus through ministries such as teaching English, refugee work, rural village outreach, university outreach, and more. Summer Sojourners includes training and debriefing as well as an on-the-field discipleship journey.
- // **NAME Gateway** and **Project Northern Lights** are just two of many great opportunities to join in the challenge to reach Northern Africa and Middle Eastern Peoples living in Europe.



- // **Face2Face** God—yourself—nations. Encounter God in South Asia in a way that will change you and your heart for the nations. Live amongst the most concentrated lostness on the planet and engage the darkness with light. Trips occur in mega-urban settings, villages, mountains, coffee shops, English centers, university campuses, and more. Be sharpened through pre-trip preparation, field training in South Asia, team and personal discipleship, strategic tasks, and reverse field training in South Asia.
- // **Focus International** (focusinternationalinc.org) partners with IMB missionaries to provide summer trips paired with immersive, experiential-based training that prepares students to serve well in cross-cultural contexts.
- // **East Side Summer** empowers students to serve in the global cities and remote villages of East Asia. This four to eight-week internship offers multiple ways to use the gospel to build relationships, including campus outreach, English clubs, health education, community development, and sports ministry. On-the-field orientation, ongoing discipleship, and a debrief will equip students for cross-cultural life and service.



IV. STATEMENT OF NEEDS

C. Work samples ... continued



Is God calling you to *serve longer* in missions?

IMB offers a unique, fully-funded, 2-year opportunity for college graduates under the age of 30. As a Journeyman, you can be sent by your church through IMB to play a vital role on an international missionary team. You will engage in the missionary task by sharing the gospel, making disciples, and helping plant churches.

Use your skills, education, and experience to engage unreached peoples with the gospel!

Journeyman positions vary widely in job responsibilities, such as:

- // Leadership development
- // Sports ministries
- // Volunteer coordination
- // Coffee shop ministry
- // Teaching English
- // Community development
- // Business development
- // Research and mapping
- // Homeschooling missionary kids

Qualifications

- // Active member of a Southern Baptist church
- // College graduate (bachelor degree)
- // Permanent U.S. citizen (or holder of a 10-year green card)
- // Under age 30 (through application process)
- // Single or married (with no children)
- // Affirm the Baptist Faith and Message
- // Physically, emotionally, and spiritually ready to serve

Benefits and services

IMB Journeymen are fully funded through the generosity and sacrificial giving of Southern Baptists through the Cooperative Program and the Lottie Moon Christmas Offering®. As IMB employees, they receive:

- // Salary and housing
- // Medical coverage

The Lottie Moon Christmas Offering® is a registered trademark of Woman's Missionary Union.

To learn more, start at

imb.org/journeyman

Or Contact Us

 (800) 999-3113
 info@imb.org



IV. STATEMENT OF NEEDS

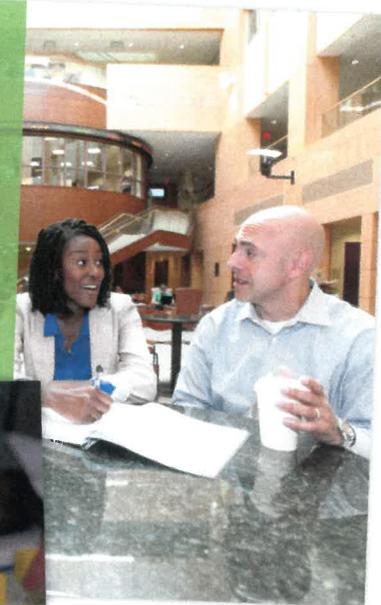
C. Work samples ... continued



Welcome to VCU!



Drive
the Future
of Business
Through the
Power of
Creativity.



Employers Hire
Creativity

95%

recruit students who can
innovate in the workplace

93%

say critical thinking, clear
communication and problem
solving are important

VCU School of Business

1. Technology

- Adobe Photoshop
- Adobe InDesign
- Microsoft PowerPoint
- Basecamp
- Microsoft Suite

2. Pricing: The annual budget for this engagement including messaging and development of two major presentations, a donor video and student recruitment emails totaled [REDACTED]

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IV. STATEMENT OF **NEEDS**

C. Work samples ... continued



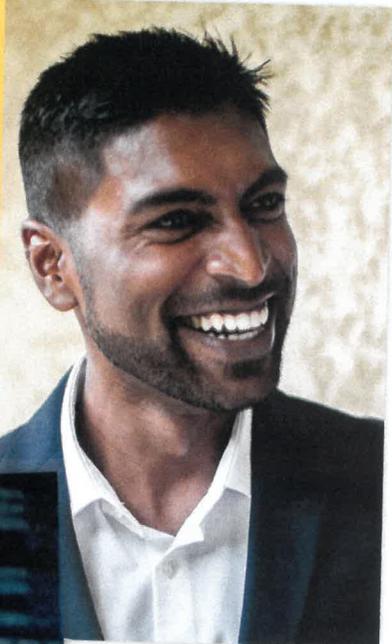
Executive Health Care Management Concentration



VCU Executive Health Care Management Concentration

A Unique Opportunity

- VCU Department of Health Administration Ranked Top 3 Nationally (U.S. News and World Report)
- World-Class Health Care Business Community
- World Class Health Care Faculty and Facilities
- World-Class Medical Campus & Academic Campus Collaboration
- Hands-On Immersion **Experience & Networking**



Optional Health Care Management Concentration



VCU Center for Human Simulation and Patient Safety

VCU Medical Center, Evans-Haynes Burn Center

Part of a **Top 3** Ranked Program in U.S.
US News & World Report



IV. STATEMENT OF NEEDS

C. Work samples ... continued



Richmond Opportunities Inc. website

1. Technology

- Adobe Photoshop
- Basecamp
- Squarespace
- Microsoft Suite

2. Pricing: This design, collateral and light web work averaged [REDACTED] over a two-year period.

Please note: Rhudy & Co.'s individual client budget information is considered proprietary (based on our contractual relationships with our clients). As such, we request the budget information marked in red on pages 18-30 be protected and marked proprietary by JMU.

IV. STATEMENT OF NEEDS

C. Work samples ... continued



Office Address:
1810 Creighton Road
Richmond, VA 23223

Mailing Address:
P.O. Box 27152
Richmond, VA 23261



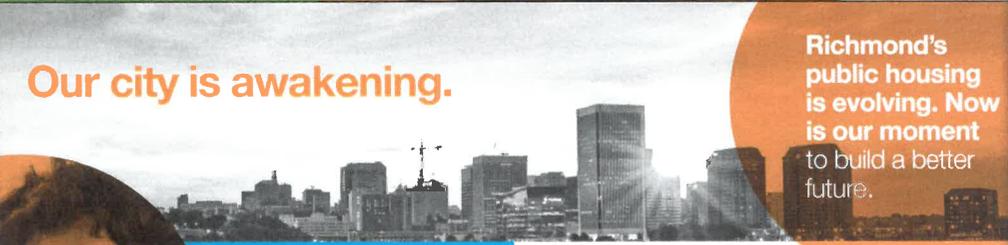
P.O. BOX 26887
Richmond, VA 23261

Richmond Opportunities Inc. serves our community by bringing together residents living in public housing with the Richmond Redevelopment & Housing Authority and individuals and organizations concerned about the present and future state of affordable housing in our city.

At Richmond Opportunities Inc., we believe it's time to take a new approach. Using research and best practices, we're NOT doing things the way they've been done in the past. *Instead of isolated organizations*

- We're meeting people who are and having real conversations rather than making plans.

Our city is awakening.



Richmond's public housing is evolving. Now is our moment to build a better future.

Be part of the

- Donate to ROI to support opportunities and change will be used for transition coordination; neighborhood and ongoing evaluation of the model across Richmond.
- Invite us to speak to your faith community.
- Help us host events and who benefit from ROI's vision.
- Come visit us to learn more about our people-centered approach.

Richmond, don't miss your moment.

Imagine if ALL citizens could thrive in our city. Richmond could be a model for other communities. Now is the time to address significant challenges:

- Richmond's aged public housing is beyond repair. The current state will not serve future residents.
- Built on an inheritance of inequity, public housing affects health, wellness, education and safety outcomes for families and neighborhoods.



ROI is doing things differently — this is not business as usual. We are intentionally focusing on:

- COMMUNITY ENGAGEMENT**
Collaborating with people most directly affected by public housing redevelopment
- EVALUATING WHAT WORKS**
Continuously improving services and tracking outcomes for affected households
- COACHING**
Building a team of Transition Coaches to work with families and individuals to find opportunities, not just in housing, but in employment, education and health and wellness
- MOBILIZING COMMUNITY RESOURCES**
Building the financial resources and public/private partnerships necessary for alignment and success
- COORDINATING CARE**
Streamlining case management among partners and developing a seamless network of service providers



The urgent need

In the coming years, public housing will change. It's happening now in Creighton Court, with 500 households relocating, the first third of these families will be able to move to new housing options by the end of 2019.

Today, Creighton Court is a neighborhood with more than 1,200 residents. The majority are children. Families in Creighton can transition to safe, affordable housing with the right coaching and support. ROI is making sure this happens now with transitions in the near future.



Sincerely,

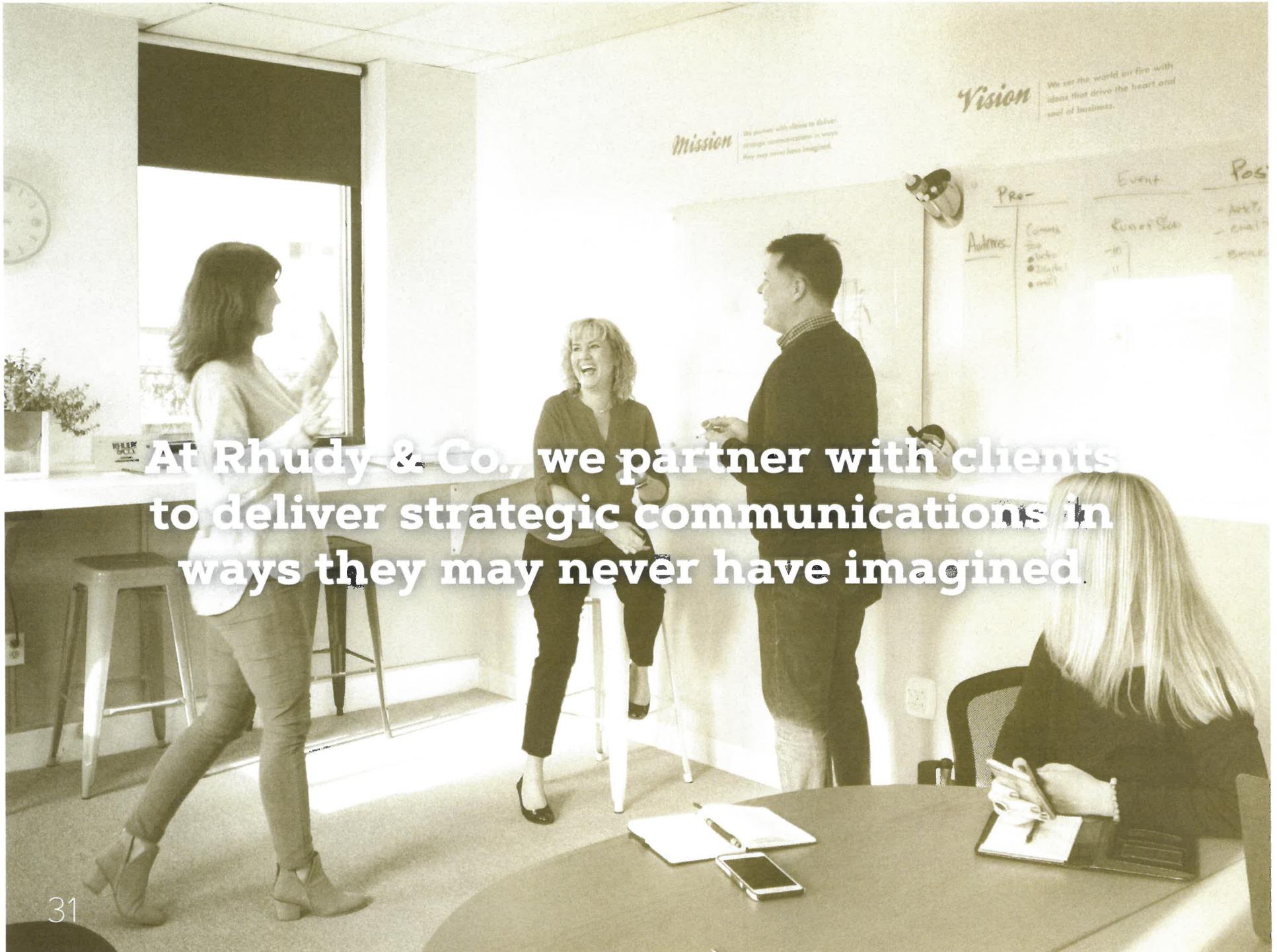
[Your Name]
[Your Title]

ROI is doing things differently — this is not business as usual. We are intentionally focusing on:



ROI is doing things differently — this is not business as usual. We are intentionally focusing on:





At Rhudy & Co., we partner with clients to deliver strategic communications in ways they may never have imagined.

IV. STATEMENT OF NEEDS

D.1. Brief history of our firm

Rhudy & Co. Strategic Communications is a 17-year-old woman-owned strategic communications consultancy with former internal and corporate communications executives, agency leaders, creative directors, print journalists, including multiple JMU graduates.

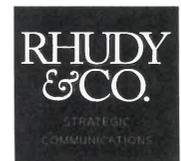
We work with some of *Fortune* 500's oldest and newest companies as well as large organizations as they navigate what's next.



A few of our team of 20 at our office in Scott's Addition in Richmond.

Graphic design. Brand identity. Communications strategy. Employee outreach. Leadership coaching. Event support. Program development. Integration. Nontraditional channels. Employee brands. Copy. Video. However the job needs to be done, we have the talent, capabilities and creativity to deliver.

Of the four JMU graduates on our team, we include a former *Breeze* editor, advertising manager, managing editor and news editor; a former *Curio* editor, two writers for the alumni magazine, and a former JMU staffer who taught the newspaper and magazine practicums in the School of Media Arts and Design.





**Our team has deep purple roots,
we're proud and true;
we are the Dukes of JMU!**

OUR DUKES

At Rhudy & Co. we have a passion for helping our clients imagine what's possible. We believe that we can be the change in our everyday, in both our professional and personal lives.

JMU helped shaped Nicole van Esselstyn, Donna Dunn, Jonathan Rhudy and Sande Snead as undergraduate students, and they also helped shape the JMU of today as student leaders on campus and as active alumni sharing their time, expertise and talents with future Dukes.

Donna, a former *Breeze* managing editor, was on SMAD staff as *The Breeze* coordinator from 2000-2003.

Nicole, a former *Breeze* editor, married a *Breeze* news editor, and is an outstanding communicator and project manager. Sande Snead, a veteran communications consultant, wrote frequently for the alumni magazine and loves a good football game. Jonathan Rhudy, a former *Breeze* advertising manager, remains an active alum with SMAD and looks forward to his daughter coming to JMU as a freshman this fall.

The collaborative and creative work of Donna, Nicole and Jonathan in basement of Anthony-Seeger at *The Breeze* almost 30 years ago created a strong foundation of friendship and partnership that guides client projects large and small at Rhudy & Co.



Sande, class of 1982



Nicole, class of 1995



Donna, class of 1994



**Jonathan, class of 1995,
with his daughter, Morgan,
class of 2024.**

Former Breezers back together at Rhudy & Co.

Shared Madison Experiences strengthen public relations team

By SANDE SNEAD ('82)

When *Breeze* Managing Editor Donna Dunn ('94) hired Nicole Motley ('95) as co-news editor in 1993, Motley took Dunn aside and told her that she just didn't think she could work with Drew van Esselstyn ('94). Drew, likewise, held a private meeting with *The Breeze* managing editor and said that he was pleased to be hired as co-news editor as well, but he just didn't think he could work with "that girl, Nicole Motley." Wait for it ... yes, the co-news editors are now married.

Nearly two decades later Dunn and Nicole Motley van Esselstyn are still friends and both work for Richmond, Va.,-based Rhudy & Co., owned by fellow *Breezer* Jonathan Rhudy ('95) and his wife, Michele.

"There's something about those long nights at *The Breeze*, eating pizza every Wednesday and Sunday night in the basement of Anthony-Seeger," says Rhudy. "You really form tight bonds. And *The Breeze* was the best classroom of all. Donna and Nicole are both accomplished journalists, and JMU gave us all that foundation."

The Breeze has been JMU's award-winning student newspaper since 1922. Currently, the newspaper prints 9,500 copies and is distributed on campus every Monday and Thursday. It is also available online (www.breezejmu.org) and there are, of course, social media connections. That was not the case in the mid-1990s.

"We used Macs and still used X-Acto knives to cut out the copy," recalls Rhudy. "Then, we ran it through wax machines to paste up the pages. Invariably there were run-ins with the X-Acto knives, and many nights we were still pasting up the last pages as the printer from Martinsburg, W.Va., waited."

Van Esselstyn also remembers the close friendships: "JMU has that small-school feel. You are truly able to know the people you go to school with, so friendships develop that can withstand the test of time."

Rhudy reconnected with Dunn at the 2008 memorial service for a favorite journalism professor, Flip DeLuca. "We both thought a lot of Flip," Dunn says. "When I found out Jonathan had his own

communications and marketing company, I told him, 'Flip would be proud.' JMU and *The Breeze* literally brought us back together."

Shortly after Dunn began working with Rhudy & Co., her long-time friend, van Esselstyn, joined the staff. What is interesting about the close-knit friends and co-workers is that they live spread out all along the East Coast. Dunn lives in Lynchburg, Va., Rhudy in Richmond and van Esselstyn in Lebanon, N.J.

Yet, they work together seamlessly.



Former *Breeze* staff members say their shared Madison Experiences and friendships make the working environment at Rhudy & Co. a trusting and respectful one. Left to right are Nicole Motley ('95), Jonathan Rhudy ('95) and Donna Dunn ('94).

'JMU has that small-school feel. You are truly able to know the people you go to school with, so friendships develop that can withstand the test of time.'

public relations and marketing, employee communications and editorial services.

The small company has amassed an impressive array of clients, notably Bon Secours Virginia Health System, Hamilton Beach and Luck Stone Corp., among others.

"When you work remotely the way we all do, you have to know and trust the person you don't see face to face all the time," says Dunn. "You have to know that if you leave a phone message or send an e-mail, that the other person received it and will act upon it. That's where our JMU friendships come in. We all enjoy working together."

Rhudy concurs.

"Our shared Madison Experience really goes deep," Rhudy says. "I've known Donna and Nicole longer than I've known my wife. We have an incredible amount of trust and respect for each other, and we continue to learn from each other." ❧

"Nicole and I are from the same hometown and we went to high school together," Dunn says. "So we had the same writing and communication teachers our whole lives. We have the same foundational knowledge, follow the same rules and work well together. We remember well what JMU journalism professor Dave Wendelken used to say about the importance of the nut graph." [i.e., the story in a nutshell].

Michele Rhudy founded Rhudy & Co. in 2003 after nine years at CRT/lanaka, Virginia's largest public relations firm. The following year Jonathan followed his wife and left CRT as well. The husband-wife team works from their home and manages an eight-person team specializing in strategic communications planning,

For this 2011 *Madison Magazine* article, Sande Snead ('82) interviewed Nicole and Jonathan ('95) and Donna ('94) — before Sande ('82) became a part of the Rhudy & Co. team.

As a result of the interview, Sande joined Rhudy & Co. as a communications consultant leading client work for Bon Secours Health System and Liberty Mutual shortly thereafter.

IV. STATEMENT OF NEEDS

D.1. Brief history of our firm ... continued

- Strategic communications firm headquartered in Richmond, Virginia.
- Satellite offices in Washington, D.C., and Southwestern Virginia.
- Certified woman-owned by Women's Business Enterprise National Council.
- Small, Women-owned, and Minority-owned Business (SWaM) by the Commonwealth of Virginia.*
- Three generations represented by our team: Boomers, Gen X and Millennials.
- Team includes: former global directors of internal and corporate communications at Fortune 500 companies, agency senior executives, creative directors and print journalists.



CLIENTS INCLUDE:



* As registered with the Virginia Department of Small Business and Supplier Diversity.

About insurance

Rhudy & Co. maintains all of the required insurance coverages and exceeds the limits required for Employer's Liability and Commercial General Liability. Additionally, we hold a CyberRisk Policy with a \$2,000,000 limit, and an Umbrella Policy with a \$1,000,000 limit.



IV. STATEMENT OF **NEEDS**

Sometimes clients need us to lead.

Sometimes clients need us to follow.

We're **READY TO ROLL** either way.

We know the best work happens when diverse teams come together and focus on business and communications goals.

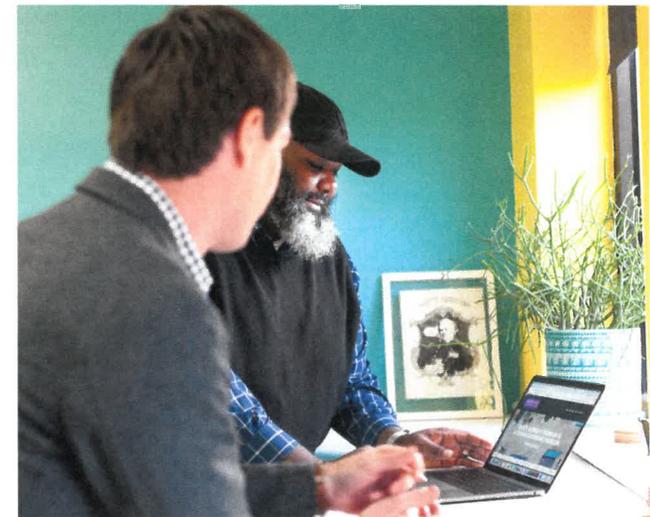
D.1. Brief history of our firm ... continued

Our Approach

We believe collaboration drives creativity and innovation. That's why we routinely work side by side with our clients' internal departments as extensions of their teams.

Our Mission

We partner with clients to deliver strategic communications in ways they may never have imagined.



IV. STATEMENT OF NEEDS

D.1. Brief history of our firm ... continued

Our Services

Our competitive advantage is how we show up with efficiencies, creativity and insights.



Plan Our team quickly synthesizes complex topics and issues to develop the messages and channels you need to reach the right audiences at the right time.

We align business plans with communications plans. The result? A clear path to boldly propel your organization forward.



Communicate With more noise than ever at work and home, we help clients communicate clearly and creatively with the audiences that matter most.

Through narrative, videos, audio and visuals, we capture human stories and experiences in memorable and unexpected ways.



Design Our experienced team of consultants, designers and writers bring a fresh take – all reflecting your organization's brand.

From immersive employee events, tradeshow and shareholder displays to interactive toolkits, infographics and logos, we love helping our clients imagine what's possible.



Engage We excel at helping you connect with audiences inside and outside your organization.

We foster two-way communication with your stakeholders through focus groups, listening sessions and other engagement tactics.

These insights ensure your communication is timely, relevant and syncs with your strategic communication plan.

IV. STATEMENT OF NEEDS



D.2. Your team

Donna Dunn - Overall Account Lead

Whether she's sitting in a board room working on a speech with an executive or in a manufacturing break room gathering insights during a focus group, Donna uses her listening skills and strong sense of empathy to think like your audience, understand your needs and find solutions to your communication challenges. She uses her extensive project management experience, strong research skills and obsession with deadlines to achieve your business goals. Donna worked on staff with James Madison University as a coordinator for the student newspaper and an adjunct faculty member with SMAD.



Nicole van Esselstyn - Account Lead

Nicole started with Rhudy & Co. in 2005 as a freelance writer and now works across all segments of our client base as a senior account executive and communications consultant. She has led our Design Practice Team to ensure our work is innovative, excellent and the right solution for our clients. An honors graduate of James Madison University, Nicole was the editor-in-chief of JMU's newspaper, *The Breeze*, and earned a bachelor's in mass communication, a concentration in print journalism and a minor in psychology.



Tripp Longest - Creative Lead

With more than 25 years of experience as a graphic designer, Tripp offers Rhudy & Co. clients a wide breadth and depth of creative services. As one of the five Rhudy & Co. designers, Tripp is especially adept at offering ideas and suggesting solutions that clients may have never imagined.



IV. STATEMENT OF NEEDS

D.2. Your team ... continued



Baxton Baylor - Senior Creative Designer

Baxton began his career in corporate brand design and illustration and worked for *Fortune 500* corporations such as Capital One and BH Media, which included his 11 years as a designer at *The Richmond Times-Dispatch*. Baxton has established himself as a graphic designer with experience in various design disciplines. As a freelance designer, Baxton has consulted with Virginia Union University, Virginia State University and Randolph-Macon College.



Becky O'Farrell - Senior Creative Designer

Becky began working on an as-needed design basis for Rhudy & Co. in 2005 but soon became the company's first designer and now serves with four others on the Design Practice Team. She loves building interactivity into her designs and her work includes website and logo design, HTML emails, ads, direct mail, brochures, newsletters and anything else she can conceive.



Christy Rupertus - Senior Creative Designer

A problem solver who loves a challenge, Christy knows how to turn nothing into something and make it visually compelling and effective. Through her 24 years of marketing experience, she's become an expert in brand development, advertising and direct mail, web and email development, and overall outstanding design.

IV. STATEMENT OF **NEEDS**



Casey O'Farell - Junior Creative Designer

Casey, a recent graduate of Virginia Commonwealth University, earned a bachelor's degree in Creative Advertising from the Robertson School of Media and Culture. He also holds a certificate in Venture Creation from VCU's DaVinci Center. He's worked as a graphic designer since 2009 and amassed a variety of skills including illustration, branding, typography, 3-D printing, laser cutting, engraving and more.



Jonathan Rhudy, APR - Consultant & Strategist

Jonathan, a 1995 JMU graduate, builds off his diverse work experiences and takes a custom approach to help clients use communications to reach their goals. Jonathan, who is one of the principals at Rhudy & Co., is accredited by the Public Relations Society of America. He has worked with hundreds of clients that has included communication and consulting roles at Oscar Mayer (as a Wienermobile Hotdogger), Dominion Virginia Power, Capital One, Padilla (formerly Carter Ryley Thomas PR) and 16 years at Rhudy & Co.

IV. STATEMENT OF **NEEDS**

D.3. Ability to follow brand standards and our design abilities

Our team of experienced designers understands the elements of JMU's detailed brand guidelines. Our four senior designers average 27 years of experience, and our junior designer has 5 years of design experience. We take a collaborative approach to design, when budgets allow, as we believe this enables fresh, creative and powerful designers that align with the clients' brand.

Our team has extensive experience in every element of graphic design — from large format event displays and billboards to interactive online presentations to print pieces that bring stories to life.

We're accustomed to following clients' detailed guidelines to best represent their brands in a variety of applications. For some clients we help to create and maintain their brand guidelines, and in other cases we follow and apply their brand guidelines across their projects.

Because creative work can be so subjective, our collaborative approach to design also ensures that we have added checks in place for compliance and adherence to a client's brand standards and identity guidelines.

IV. STATEMENT OF **NEEDS**

D.4. Firm's ability to meet with a university representative

The Rhudy & Co. team is prepared to meet in person or via video conferencing technologies such as Zoom or Teams within 24 - 48 hours. These meetings would be at our standard rate without a rush charge and at no additional cost to the university.

D.5. Firm's ability to respond within 24 hours

Our team believes in treating clients how we would like to be treated. Our interaction and engagement model with clients means JMU will have two account managers – Donna Dunn and Nicole van Esselstyn – up to speed on the university's projects at all times. This approach ensures continuity for clients, and it also allows us to scale up or down depending on the clients' needs.

Our commitment to client service means we typically respond to most client communications within one to two hours through email, text or our project management systems Teams, Basecamp or Slack.



IV. STATEMENT OF **NEEDS**

D.6. Project Scope

As outlined in the RFP, Rhudy & Co. will email Carolyn Windmiller (windmicm@jmu.edu) a statement of work with the project scope and cost estimate before beginning each project. Our project managers will ensure this is part of the process in our continuing work with the university.

In addition, we believe periodic check-ins with the client in person and remotely will ensure alignment, collaboration and efficiencies to further advance the working relationship.

D.7. Firm's ability to respond within 3 days

We fully expect to be able to respond to clients' requests for estimates within three calendar days. Ideally, we start each project with a statement of work and creative brief detailing audiences, strategy, media, intent and timelines.

We ask a lot of questions, listen and incorporate clients' feedback, suggestions and input in our recommendations. We believe this approach saves our client time and money in the creative process.

D.8. Contractor's estimate review

We agree with the university's process.

IV. STATEMENT OF **NEEDS**

D.9. Firm's new or innovative technology offerings

As a firm, Rhudy & Co. has continued to evolve since we began operations in 2003. A few examples include:

Virtual video editing – during the COVID-19 lockdown, we pivoted to address our clients' changing needs by offering fully remote video shoots and editing tapping into Teams, Zoom and other video conferencing channels.

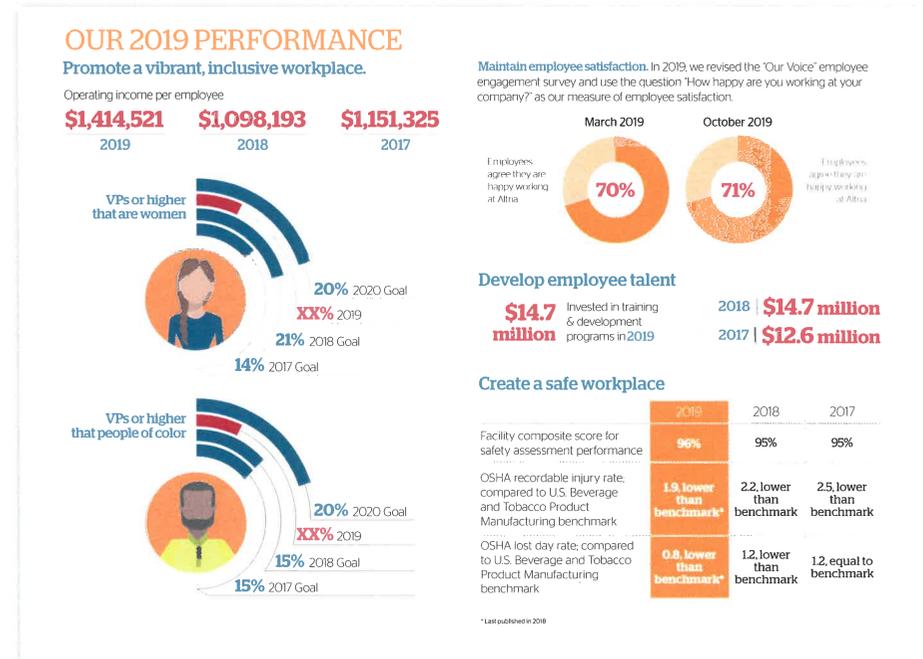


For Altria's employees, Rhudy & Co. launched an entirely virtually produced internal video news product called "Tell Me Something Good" in March 2020. The news vehicle continues every other week to keep employees engaged and informed.

IV. STATEMENT OF NEEDS

D.9. Firm's new or innovative technology offerings ... continued

Interactive infographics & PDFs – our team has created and built interactive graphics and PDFs to incorporate responsive features for audiences to truly interact with design pieces (such as infographics and maps) and functional books (such as open enrollment guides).



IV. STATEMENT OF NEEDS

D.9. Firm's new or innovative technology offerings ... continued

Immersive events – from three-dimensional, museum-quality exhibits for temporary or long-term display, our team brings compelling designs to life with graphics, text, video and interactive elements. Our approach also has included virtual reality videos, tours and experiences for various audiences.



IV. STATEMENT OF **NEEDS**

D.9. Firm's new or innovative technology offerings ... continued

360 video domes – working with our video partner, we've created immersive 360-degree video exhibits for our clients to transport their audiences to new locations from fields to factory.



IV. STATEMENT OF **NEEDS**

D.9. Firm's new or innovative technology offerings ... continued

Kiosk and interactive displays – using iPad and Surface devices, our team has built touchscreen kiosk displays to inform and engage audiences.

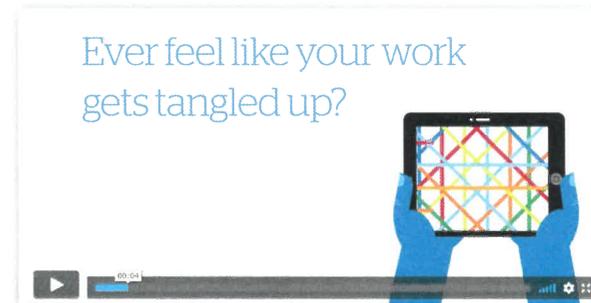


IV. STATEMENT OF **NEEDS**

D.9. Firm's new or innovative technology offerings ... continued

Animated videos – our internal video editor and design team routinely partner to create short animated videos to inform, educate and entertain. Clients have used these videos in social media and other applications.

Prezi and other presentation software – our team has tapped Prezi in recent years to help speakers take live meetings far beyond the limitations of PowerPoint.



Popup events - our team has deep experience with unique and creative events to surprise and delight their audiences.



IV. STATEMENT OF **NEEDS**

D.10. Firm's error correction process after delivery

We understand that once we're in editing and review, time is of the essence. We prefer to receive markups through Adobe Acrobat's editing tools, but we can work with any established process you currently have in place. Our designers carefully make updates and a project manager checks those edits before sending back to the client. We are careful to maintain version control so when a final version is sent it should be error free. However, if error corrections are needed after final delivery, we will certainly update and provide corrected materials as soon as possible. We also use a digital sign-off form for clients to approve work as an added accuracy and approval tool.

D.11. Working with print vendors

Our team is prepared to work directly with the printers designated by the university for bids and quotes. We believe strong printer relationships are key to quality projects. Because of limitations due to COVID-19, we would recommend virtual meet-and-greets with printers to understand their unique capabilities and approach to working with JMU.

Rhudy & Co. is prepared to invest 10-15 hours of time to the university for us to make these introductions. We also have relationships with a number of printers in Richmond, based on the print job. For example, for 3-D displays we often use one printer versus another printer for mailings.



IV. STATEMENT OF **NEEDS**

D.12. Firm's ability to provide printed samples for completed projects

We will provide work as requested.

D.13. Online design work

We will provide work as requested.

D.14. Firm's payment policy

We request payment Net 30. We bill for projects monthly, so over the course of a three-month project, you would receive three invoices. We typically send invoices for the month prior by the fifth of the next month, so an invoice for the month of August would be sent to the client by Sept. 5.

D.15. Charge card processing fees to be billed to the university

Rhudy & Co. incurs a 3 percent transaction fee for clients paying via a credit card. We would pass this charge directly on as an added expense. Our preference would be to be paid electronically to avoid incurring fees as a small business.

IV. STATEMENT OF NEEDS

D.16. Other information

Be the Change!

We believe in investing in relationships.

We know the power of collaboration.

We understand the old approaches of working in the creative space won't be enough to succeed in the future.

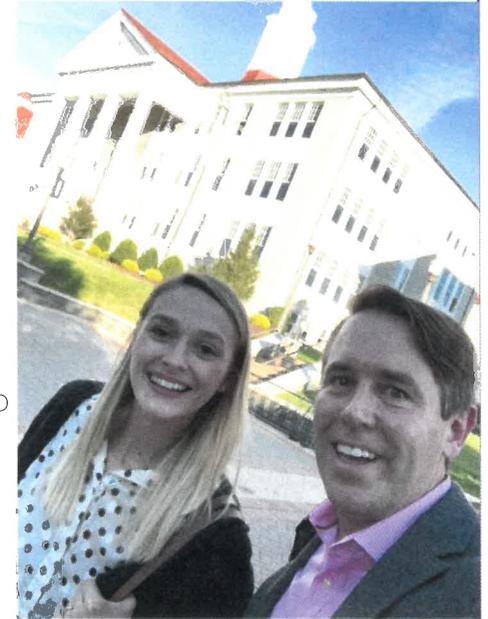
We see and hear the power of diverse voices and perspectives.

We believe in giving back to the university and students.

We are all for paying it forward!

For these reasons and a few more we have a proposition. We'd like to explore an informal or formal partnership between JMU's Communications and Marketing team, JMU students and our firm.

We believe partnering with JMU students will empower our team to create and deliver outstanding creative work while ensuring the student voice is strong in all aspects of the work together.



Jonathan Rhudy and Kristen Livingston, a former Rhudy & Co. intern and 2019 Media Arts & Design graduate, recently talked with students about careers in PR.



IV. STATEMENT OF NEEDS

D.16. Other information ... continued

Rhudy & Co. would like to explore a working agency partnership with the Bluestone Communications student-run PR firm to collaborate, engage and share knowledge. We envision our partnership including:

- Hosting a half-day workshop once a year for interested students to learn, connect and engage with the Rhudy & Co. Team.
- Opportunities for selected Bluestone Communications students to trail the Rhudy & Co. team in meetings with the JMU staff.
- Opportunities to provide feedback on creative work for the university.
- A possible in-person or virtual internship with the Rhudy & Co. Team.
- Ongoing mentorship opportunities between a Rhudy & Co. designer and a JMU design student.

We see that the opportunity between JMU and Rhudy & Co. truly can be so much more than a traditional client-agency relationship.

Our team's rich experiences in Harrisonburg and beyond mean we understand where JMU has been, and with engaging students and others, we can help reflect where the university is going for the future.



IV. STATEMENT OF **NEEDS**

Description	Rate/hour
Rhudy & Co. proposes a blended rate of \$125 per hour for year one and a \$5 rate increase each year of the contract's effective date.	
Creative direction that aligns with JMU visual and content branding	\$125
Marketing consultation	\$125
Design and production for a variety of communications formats	\$125
Press checks and other quality control measures as needed	\$125
Preparation of templates and content for presentations	\$125
(PowerPoint, Prezi, and Keynote-based slides)	\$125
Preparation of advertisements for print or electronic media	\$125
Graphics for Web pages (Cascade), not Web page design and production	\$125
Multimedia (which may include animation and video)	\$125
Project management of the consistency and quality of all materials	\$125
Project management	\$125
Editorial services	\$125
Photography	TBD (based on the style and complexity of the photography required)

IV. STATEMENT OF NEEDS

Videography	TBD (based on the style and complexity of video shooting and editing required. Video pricing can range greatly based on a number of production and post-production factors. Rhudy & Co. Rhudy & Co. can provide estimates upon request.
Art direction for photography shoots and image selection	\$125
Travel costs	Mileage
Any additional expenses to provide the services requested	External expenses incurred on behalf of the work will be incurred at cost. These expenses typically include color outputs, postage, courier, and delivery charges

I. 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

B.7. Rhudy & Co. has not had any sales with VASCUPP member institutions.

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 15 Months 5
- 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 #
Brink's	6 years	1801 Bayberry Court, Richmond, VA 23226	
Altria	16 years	6601 W. Broad Street, Richmond, VA 23230	
Liberty Mutual	4 years	175 Berkeley Street Boston, MA 02116	
IMB (International Mission Board)	1 year	3806 Monument Ave, Richmond, VA 23230	
Bon Secours Health System	13 years	5801 Bremo Rd, Richmond, VA 23226	

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

Rhudy & Co. Strategic Communications, Inc. 14342 Lander Road, Midlothian, VA 23113

Rhudy & Co. Strategic Communications, Inc. 1600 Roseneath Road, Suite 222, Richmond, VA 23230

- 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:

NOTE: We request to keep our clients individual names and contact information marked in red as proprietary.

ATTACHMENT B

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

Offeror Name: Rhudy & Co. Strategic Communications, Inc.

Preparer Name: Michele Rhudy

Date: 7/1/2020

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

If yes, certification number: 651156 Certification date: Valid through Sep 6, 2020

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

If yes, certification number: 651156 Certification date: Valid through Sep 6, 2020

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

If yes, certification number: _____ Certification date: _____

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

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 C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)
Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

RHUDY
& CO.

STRATEGIC
COMMUNICATIONS

www.rhudy.biz



June 16, 2020

ADDENDUM NO.: One

TO ALL OFFERORS:

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

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

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

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

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

Answer: Possibility. This will vary by project.

9. Question: How large is your marketing team?

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

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

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

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

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

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

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

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

Answer: The contractor will need to obtain it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Dana Simmers

Buyer Senior

Phone: (540-568-5113)



Request for Proposal

RFP# DMS-1084

Graphic Design Services

06/02/2020



REQUEST FOR PROPOSAL
RFP# DMS-1084

Issue Date: 06/02/2020

Title: Graphic Design Services

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

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

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

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

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

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

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

Name and Address of Firm: _____

By: _____
(signature in ink)

Name: _____
(please print)

Date: _____ Title: _____

Web Address: _____ Phone: _____

Email: _____ Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; *IF YES* SMALL; WOMAN; MINORITY *IF MINORITY*: AA; HA; AsA; NW; Micro

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

REQUEST FOR PROPOSAL

RFP # DMS-1084

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide graphic design services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for (5) five additional one-year periods.

II. BACKGROUND

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

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

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

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

A. General

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

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

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

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

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

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

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

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. To Subcontractors:

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

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

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

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

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

From: _____

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

Name of Purchasing Officer: _____

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

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

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

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

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

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

Q. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

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

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

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

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

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

XI. ATTACHMENTS

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm _____ Address _____ Contact Person/No. _____

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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