



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6088

This contract entered into this 23rd day of July 2021, by Collector Productions 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 July 23, 2021 through July 22, 2022 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal SCK-1112 dated April 9, 2021:
(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
(3) The Contractor's Proposal dated May 5, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated July 19, 2021

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

CONTRACTOR:

PURCHASING AGENCY:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Catherine Meadows
(Printed Name)

Savana Kotata
(Printed Name)

Title: Owner + Producer

Title: Buyer Specialist

1. Pricing shall be in accordance with the pricing list provided by Collector Productions below:

1. FOR LIVE EVENTS

a. Site visit and planning:	\$350	per hour
b. Camera operator:	\$100	per hour
c. Director:	\$275	per hour
d. Post-production and delivery of video archive:	\$250	per hour

2. FOR PRODUCED VIDEO

a. Pre-production and planning:	\$150	per hour
b. Scriptwriting:	\$50	per hour
c. Video capture (on location):	\$125	per hour / per crew member
d. Video capture (in studio):	\$100	per hour / per crew member
e. Graphics and title development:	\$50	per hour
f. Video editing	\$50	per hour
g. Voice over:	\$30	per hour
h. Audio editing	\$25	per hour
i. Finalizing files (compressing, uploading, etc.)	\$20	per hour

3. EQUIPMENT RENTAL

Black Magic Mini Ursa 12K	\$400	per hour / per day
Black Magic Mini Ursa 4.6K	\$300	per hour / per day
Sigma Cine FF Prime 5-Lens Set	\$600	per hour / per day
Rokinon Cine Lens Kit 24, 35, 50, 85	\$400	per hour / per day
Aputure LS C300D II Kit	\$150	per hour / per day
DJI Mavic 2 Pro	\$200	per hour / per day
DJI Inspire 2	\$500	per hour / per day
Ronin 2	\$400	per hour / per day

EQUIPMENT RENTAL Continued

Blackmagic Design Studio Camera 4K 2	\$150	per hour / per day
Blackmagic Design ATEM Mini Pro HDMI Live Stream Switcher	\$40	per hour / per day
Live Stream Misc. Accessories Kit	\$500	per hour / per day
Audio Recording Kit (Rode field mics)	\$150	per hour / per day

2. Contractor shall provide closed captioning services and video playback for all live events.
3. As an agency of the Commonwealth of Virginia, James Madison University makes payment(s) in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
4. Contractor's billing for any travel related expenses must be in accordance with the U.S. General Services Administration (GSA) rates for lodging, meals, and incidentals expenses at the time of travel. They can be referenced at <http://www.jmu.edu/financemanual/procedures/4215.shtml>
5. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# SCK-1112.

COLLECTOR

May 5, 2021

Commonwealth of Virginia

James Madison University Procurement Services MSC 5720 752 Ott Street,
Wine Price Building First Floor, Suite 1023
Harrisonburg, VA 22807

To The Review Committee:

I'd like to thank you for considering Collector Productions (dba COLLECTORstudios) for the partnership with James Madison University to create quality, compelling marketing content. We appreciate this opportunity to present our services to support the University.

Through a blend of stunning visuals, original music, and creative storytelling, we craft compelling media content that creates value for our clients and help them meet their organizational goals. We specialize in working alongside large and small organizations to clearly communicate messages and stories in a concise and effective way. We pride ourselves on supporting our clients' needs through a full suite of in-house services from initial concept design to distribution including: filming, editing, mixing, music scoring, coloring, photography, script writing, and graphics/animation. We always work to make the process as easy (and fun!) as possible for our clients.

2020/2021 has been a unique year for all of us and as we have navigated through new ways of operating, we are prepared to provide JMU with safe and excellent service. Again, thank you for considering our company, as we are prepared to begin work immediately. Please do not hesitate to contact me with questions or comments.

Sincerely,
Catherine Meadows

Owner and Producer
COLLECTORstudios

REQUEST FOR PROPOSAL
RFP# SCK-1112

Issue Date: 04/09/2021
Title: Videography 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 5/10/21 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: Savana Koteita, Buyer Senior, Procurement Services, koteitsc@jmu.edu; 540-568-4280; (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:

Collector Productions

549 Roland Dr, Norfolk VA 23509

By:

Catherine Meadows
(Signature in Ink)

Name: Catherine Meadows

(Please Print)

Date: 5/5/21

Title: Owner + Producer

Web Address: collectorstudios.com

Phone: 757.822.9691

Email: catherine@collectorstudios.com

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

****Woman-owned status is under review for approval with SBSB.**

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.

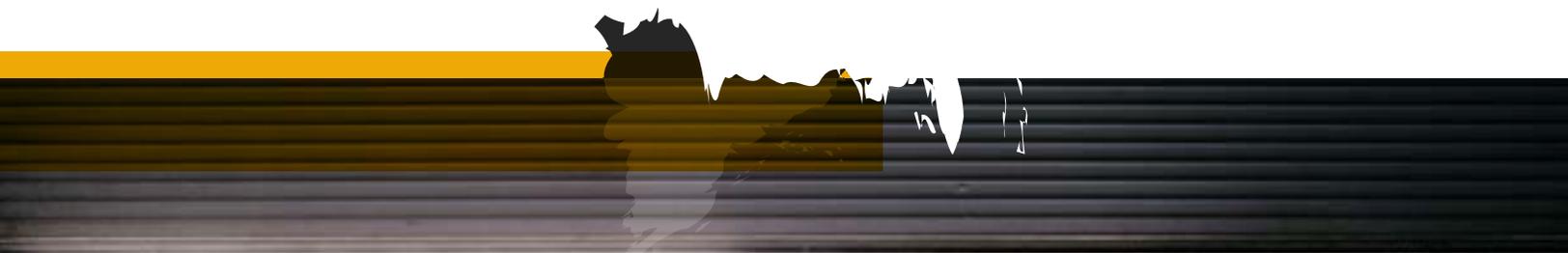


www.collectorstudios.com

757-822-9691



RFP NUMBER
#SCK-1112



RESPONSE TO
RFP # SCK-1112

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I. Purpose

***read and understood**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Videography 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 four (4) additional one-year periods.

I. Background

***read and understood**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

James Madison University utilizes videography and video production services for a variety of communications and archival purposes. Included are production services for university events, recording of university events, lectures or programs, and production of informational and promotional videos and advertisements.

Videography projects will be in both live and pre-recorded format. Previous live broadcasts include open house events in Convocation Center for an audience of over 5,000, a live streamed presidential inauguration for the university, a streamed TED talk-inspired event on campus. Majority of produced videos will be archived and backed-up internally. They will also be uploaded on various platforms/hosting sites (depending on the project) such as YouTube, Vimeo, or Facebook. JMU is not seeking full-time production staff through this RFP.

III. Small, Woman-Owned and Minority Participation

***read and understood - SWaM Certificate on page 21.**

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

***read, understood and responses below**

COLLECTORstudios proposes to partner with James Madison University to provide videography services for the university.

1. COLLECTORstudios is prepared to record and/or transmit high-definition quality audio and/or video of a James Madison University event, either on campus or within the surrounding community. Projects under this section will require at least one audio and/or video capturing device, and may require one or more of the following:

a. Describe your ability to provide one or multiple cameras and/or microphones.

Our in-house production equipment includes, but is not limited to, multiple Blackmagic Design Cinema cameras, a variety of industry leader RODE and Shure microphones, and highend audio recording devices.

b. Describe your ability to provide live video switching.

Using Wirecast, or a product of the like, we will provide video switching capabilities. We have provided this service for ACAC, a fitness club, while producing their On Demand workout videos.

c. Describe your ability to create and integrate video graphics, slides or animations.

Using the same program as above, graphics, slides, and animation files can be added into the program during live video streaming. COLLECTORstudios also creates this content, in-house, to give the final product a seamless and blended touch.

d. Describe your ability to provide videos ready for projection video screens within the venue.

Our experience in displaying and projecting videos onto large screens is extensive for large format events for a variety of our clients. We have working closley with A/V media teams to ensure videos are exported in the corrent and needed format.

e. Describe your ability to provide video content that may require encoding to live web stream or other online delivery such as UStream and YouTube live streaming.

During the Covid-19 pandemic, we've worked with a large gym to create an online streaming option for their members, worked with universities to assist in streaming graduation videos, and set up an entire university concert with 25 band members to be live streamed with full audio and video created by us. We've worked with all the live streaming social platforms and have created streaming content in OBS and Wirecast.

f. Describe your ability to provide videos that may require delivery of recorded video content to JMU via digital file (QuickTime compatible) or DVD if needed.

We've delivered content in every format imaginable. From DVD, to external hard drive, to online platforms. Our preference is to deliver online using vimeo, which can deliver any video file at full resolution or any resolution of your choice.

2. COLLECTORstudios is prepared to produce final HD-quality video content for use in recruitment, alumni engagement, fundraising, athletics or academic programs. May require one or more of the following:

a. Describe your ability to provide video editing services.

Editing and Mixing: Through Adobe Premiere, our editing process takes the content that was shot and developing it into the planned product. The audio mixing goes through a process, in ProTools, where we take all audio elements and level each out to allow for moments to be impactful and compelling.

CONTINUED

IV. Statement of Needs

- b. Describe your ability to provide scriptwriting services (provide examples).

Our script writing process begins with studying the content that is needed to be communicated. We then develop a rough idea and create that into a more thorough idea. This script will go through various stages of editing, where we will cut out and add in details to pinpoint the exact thought to communicate to the viewer. The interactive process includes some back and forth with the client who provides final approval of the script before filming.

- c. Describe your ability to provide interviewing as part of the final product.

Interviewing is a part of the DNA at COLLECTORstudios and we pride ourselves on storytelling through this process. We develop questions based off of what the final-product goal is and our team prompts the questions, unless otherwise requested by client.

- d. Describe your ability to provide video shoots with or without lighting.

The Collector team has filmed in disaster relief zones at a rapid pace using only natural and available lighting and created meticulous lighting setups in a studio to create the perfect scene. When we are using available-light only we work with our environment to use everything nature or an indoor setting has to offer to make the final product still feel high end. When we use our studio lighting setups, we take time and use precision to craft each scene exactly as envisioned.

- e. Describe your ability to provide video graphics and/or animation.

Our graphics are developed within Photoshop, Illustrator, and InDesign, which are all a part of the Adobe suite. When creating graphics, we focus on the branding and content that needs to be communicated. The idea with our creation of graphics is that they complement what is being said and what is being seen.

- f. Describe your ability to provide voice over and/or sound effects.

Our voiceover process begins with selecting the best candidate to deliver and communicate to the viewer the content that has been developed and created. We record the voice over to ensure that it is clear, sounds natural, and fits well with the final video product.

- g. Describe your ability to create and deliver final footage, which meets industry standard technical specifications.

Final footage and content will be delivered via external harddrive. Videos and photography are sent for review via an online review link.

- h. Describe your ability to provide final footage via digital file (QuickTime compatible) on DVD(s).

Final footage will be exported as a quicktime compatible format on a DVD.

- i. Describe your ability to record aerial drone video and photo content.

Our licensed drone pilot has filmed video and photography content all over the world. From Amsterdam to Niarobi, we've filmed landscapes, people, and cultures in every type of setting. State-side, we've filmed 10,000 person athletic races, military vehicles flying through the forests, and mountain bikers waving through the trees. We pride ourselves on creating excellent drone content for every type of situation.

CONTINUED**IV. Statement of Needs**

3. Provide detail quotes and invoices that are clear and concise.

a. Describe your ability to provide detailed quotes that clearly list all service/items to be provided and their associated cost(s).

We provide detailed quotes for all project requests that include the scope of work, deliverables included, such as gear needed, crew members, content being created, and so on. Quotes also include pricing for each part of the project.

b. Describe your ability to provide line item pricing on invoices.

All invoices reflect the payment terms agreed upon in agreement and will list out what is being invoiced and total.

c. Provide examples of quotes and invoices that show your ability to comply with this requirement.

See attachment on page 19 for quote example

See attachment on page 20 for invoice example

4. Contractor shall provide JMU with unedited raw footage and rough cuts of all filming sessions for the university to save, review, and otherwise use without limitation at any point during and after fulfillment of the contract. Describe your ability to comply and meet this requirement.

COLLECTOR will provide JMU with unedited raw footage video file transfer or external harddrive. Rough cuts will be proofed via an online and downloadable link through Vimeo.

5. Describe your ability to create video with industry standard technical specifications that are compatible with common video formats used in publicly-available hosted sites such as YouTube, Vimeo and Facebook.

We work with all industry standard equipment and post the content we create for our clients and ourselves to all publicly available hosted site such as YouTube, Vimeo, and Facebook. We can deliver content in a full quality of 12K if needed for an in-house screening or compress content to fit the streaming specifications for any online platform.

6. Describe your ability to integrate closed-captioning into videos when requested.

We've integrated closed captioning for all types of projects. We've worked across many social platforms and also have created closed captioning in a variety of different languages when the project requires it.

7. Contractor shall abide by JMU brand guidelines (see: <http://www.jmu.edu/brand/vendor-requirements.shtml>) and shall notify the university's Digital Content Manager in the University Communications and Marketing Office when new projects are established and will include the Digital Content Manager on final video approvals. Describe your ability to comply and meet this requirement.

COLLECTOR excels at communication with clients and partners to guarantee from beginning to end the client is aware of all the moving parts and fully satisfied with the final project. We will fully abide by the JMU guidelines.

CONTINUED

IV. Statement of Needs

8. Describe your project management approach for each video project and how you will meet the specifications, objective, and time frame for each project.

The project management approach for the Collector team always begins with our producer and creative director Ryan and Cat. The initial discussion builds out the creative vision of what the client is trying to accomplish through the project and the producer builds out the framework of the deliverables required to complete the vision. Once we all agree on the vision and deliverables, our production team of director, cinematographers, audio engineers, photographers, and any additional production roles needed will perform any production tasks needed to bring the vision and deliverables to life. Once the production is completed, our editors will work to complete the deliverables in the timely manner agreed upon. Once the initial drafts of the deliverables are ready to viewed by the client, we will set up a time to discuss the projects with our producer, creative director, and editor to make sure the desired satisfaction has been achieved. We offer the ability for the client to give feedback online and in person.

9. Provide various samples of your finished video work that showcase your quality of work, complement your clients' existing branded materials, and demonstrates your ability to meet the needs of this RFP. They can be provided via a link to a website or on a flash drive submitted with the proposal.

See pages 13-18 for examples of work.

10. Describe your ability to follow directions from university and athletics staff, in particular in strategic direction of video services and rolling out new elements (i.e. not debuting a new element without advance coordination with JMU staff)

We have partnered with a large range of clients including university and specifically athletic departments. Our goal is to come alongside administration and staff to help carry out visions we have collaborated on. Its of the utmost importance to us to be in constant communication as to not work ahead of the desires of the JMU team.

11. Provide a list of the equipment used (description, brand, model, etc) your firm will use to service the requirements of this contract.

- **Black Magic Mini Ursa 12K**
- **Black Magic Mini Ursa 4.6K**
- **Black Magic Pocket Cine 6k**
- **Black Magic Pocket Cine 4K**
- **Sigma Cine FF Prime 5-Lens Set (EF)**
- **Rokinon Cine Lens Kit 24, 35, 50, 85**
- **Aputure LS C300D II Kit (V-Mount)2-4 lights**
- **Ronin 2 + Ronin m**
- **12 ft Scrim + 8 ft Scrim**
- **The full adobe suite**
- **The DJI Inspire 2, 1 Day \$309, 7 day \$474**
- **DJI Mavic 2**
- **Rode field microphones**
- **Shure microphones**
- **Studio recording quality microphones (Neumann)**

In response to RFP section V. Proposal Preparation and Submission

> B. Specific Proposal Instructions > 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.

COLLECTORstudios has been on the forefront of telling the stories for companies, organizations, and artists since 2012. We are a full service media company that shoots, edits, colors, creates graphics, scores compositions, mixes audio, writes scripts, and delivers on full concept projects from start to finish. We have experience working with Virginia Tourism creating marketing content for a variety of campaign, we have experience with highlighting new facilities working with companies like Drive Shack and have experience featuring new sports teams with universities such as Regent University. We believe our range of experience in these similar areas qualify us to thrive in highlighting and capturing the ongoing events and projects at James Madison University.

Our entire organizational structure relies on our director and producer working hands on with our clients to establish the goal and intended audience to be reached by the material, and then selecting the proper media tools to accomplish our clients' goals and call to action. Once we establish those goals, our director and producer work with the rest of the COLLECTOR team to create all the deliverables decided upon. COLLECTOR has all the content creation tools and talent needed in-house to save our clients from any extra hassles that result from outside crew. During the content creation period and throughout the project, the director and producer maintain contact with our clients to ensure everyone is on the same page. Once content is delivered, we work alongside our clients to make sure the final product exceeds expectations.

Our business philosophy is simple. We join our partners and guide them through a collaborative and strategically imaginative storytelling process that aligns with and supports their organizational goals. Through a business-minded lens of profitability and a creative lens of originality, we produce content that affirms the identity of our clients, and ultimately helps them succeed in their goals. Our entire team strives for excellence and on-time delivery for each and every project. We work hard to create a seamless workflow to ensure that budget is being met and each milestone is completed accurately. Our team values the opportunity to lead our clients towards being on the cusp of innovative and relevant marketing content.

Since the inception of COLLECTOR, we have worked with a large number of diverse clients to simplify complicated industries and stories. Not only have we been able to make a company like Coca-Cola feel local and accessible, and small-local businesses feel powerful and expansive, we have been able to create high-end products entirely in house. We believe we are a perfectly-fitted company for this new world of marketing, as we are big enough to create your full product in house, but boutique enough to make sure nothing slips through the cracks and every client is a top priority. Our references and work samples provide further documentation that COLLECTORstudios is able to meet the requirements of this proposal.

Continued In response to RFP section V. Proposal Preparation and Submission

> B. Specific Proposal Instructions > 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.

Catherine Meadows - Executive Producer

Over the last seven years, Catherine has become an expert in producing and managing teams. Her first step into the professional world was directly after college, where she began producing events at a private university for their major donors. In 2015, Catherine transitioned into media production with COLLECTORstudios. She has worked with companies and organizations such as Sentara Healthcare, Navy SEAL Foundation, and Orphan's Promise. Catherine's natural skill of managing large events allows her to successfully manage all aspects COLLECTORstudios. Her focus on the details gives our clients and our team confidence that each project will be excellent and exceed expectations.

Ryan Meadows - Director and Cinematographer

For the last fifteen years, Ryan has been telling the stories of movements, organizations, and businesses. His passion is to simplify the world we live in by taking something complex and presenting it in a way the general public will not only understand but also connect to emotionally. He's formed a broad media tool belt consisting of film, audio, copy, and photography all used in cohesion to tell these stories. In 2012, COLLECTORstudios was founded and has worked with brands like Coca-Cola, Rocky Boots, and Mechanix Gloves. Ryan enjoys pushing the boundaries of the status quo and finding innovative ways to tell stories and explain complicated issues.

Nick Davis - Director of Photography + Photographer

Nick specializes in storytelling through brand photography for organizations large and small. He has worked with corporate clients like Capital One, Morgan Stanley and United Way. He has also worked with NY Times Best Selling Authors and brands such as Lululemon, Pure Barre, and Luft. His work has been in many annual reports helping businesses share more than just numbers, getting into the why of what they do. Nick's photography has also been used by the national retail chain Lowes to showcase products and engage customers. Nick has traveled the globe documenting and highlighting the impacts of nonprofits, unique product offerings from leading businesses, and startups poised for growth. In addition to commercial photography, Nick serves as a head photographer for an arts and culture publication and he offers editorial, commercial lifestyle, commercial athletic, and portrait photography.

Adam Jones - Post Production Manager + Production Personnel

A childhood of globetrotting helped Adam to solidify a natural knack for learning from others and understanding their stories, while he credits his education at James Madison University for broadening his horizons even further. His time as a radio host on JMU's WXJM radio station also inspired him to pursue his degree in communication. Although he has since spent time working in a host of different industries, he seems to have found his niche as Post-Production Manager at COLLECTORstudios. His tendency to lean into his perfectionism paired with a talent for implementing efficient systems helps to ensure that clients will receive the most polished and thoughtfully-constructed product possible in a timely manner, while his background in communication gives him the ability to ensure that our clients' brand voice is always accurately represented in the final product.

In response to RFP section V. Proposal Preparation and Submission

> B. Specific Proposal Instructions > 4. Offeror Data Sheet, included as Attachment A to this RFP.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years 9 Months 1

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Sentara Healthcare	2 years and continuing	11803 Jefferson Ave, Newport News, VA 23606	Caitlyn Worner 757.594.1036
Virginia Tourism	3 years and continuing	901 E Cary St 9th floor, Richmond, VA 23219	Ryan Trapp 804.545.5569
Orphan's Promise	9 years and continuing	977 Centerville Turnpike, Virginia Beach, VA 23463	Drew Friedrich 757.448.8981
Regent University	7 years and continuing	1000 Regent University Dr., ADM 128 Virginia Beach VA 23464	Lyn Kaiser 757.352.4773
Phlow Inc	1 year and continuing	1001 Haxall Point, #1B Richmond, VA 23219	Kipton Currier 804.207.4893

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

Catherine Meadows | 549 Roland Drive, Norfolk, VA 23509 | 757.822.9691

Ryan Meadows | 549 Roland Drive, Norfolk, VA 23509 | 757.613.2826

- 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: _____

In response to RFP section V. Proposal Preparation and Submission

> B. Specific Proposal Instructions > 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.

ATTACHMENT B

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

Offeror Name: Collector Productions **Preparer Name:** Catherine Meadows

Date: 5/5/21

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

If yes, certification number: 814948 Certification date: 8.4.2020

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No ***Application is currently under review for approval

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: 814948 Certification date: 8.4.2020

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

Continued In response to RFP section V. Proposal Preparation and Submission

> B. Specific Proposal Instructions > 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.

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: _____
Collector Productions Firm
Address: 549 Roland Dr, Norfolk, Va 23509
Catherine Meadows / 757.822.9691
Contact Person/No. _____

Sub-Contractor's Name and Address	Contact Person & 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 JMD)
N/A					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)
RETURN OF THIS PAGE IS REQUIRED

In response to RFP section V. Proposal Preparation and Submission

> B. Specific Proposal Instructions > 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.

COLLECTORstudios has recieved \$0 from VASCUPP members in the last twelve months.

In response to RFP section X. Pricing Schedule

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. 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>.

Provide your hourly rates for the following (please list and attach additional sheets as necessary):

1. FOR LIVE EVENTS
 - a. Site visit and planning: \$350 per hour
 - b. Camera operator: \$100 per hour
 - c. Director: \$275 per hour
 - d. Post-production and delivery of video archive: \$250 per hour
2. FOR PRODUCED VIDEO
 - a. Pre-production and planning: \$150 per hour
 - b. Scriptwriting: \$50 per hour
 - c. Video capture (on location): \$125 per hour / per crew member
 - d. Video capture (in studio): \$100 per hour / per crew member
 - e. Graphics and title development: \$50 per hour
 - f. Video editing: \$50 per hour
 - g. Voice over: \$30 per hour
 - h. Audio editing: \$25 per hour
 - i. Finalizing files (compressing, uploading, etc.): \$20 per hour
3. EQUIPMENT RENTAL

<u>Black Magic Mini Ursa 12K</u>	<u>\$400</u>	per hour / <u>per day</u>
<u>Black Magic Mini Ursa 4.6K</u>	<u>\$300</u>	per hour / <u>per day</u>
<u>Sigma Cine FF Prime 5-Lens Set</u>	<u>\$600</u>	per hour / <u>per day</u>
<u>Rokinon Cine Lens Kit 24, 35, 50, 85</u>	<u>\$400</u>	per hour / <u>per day</u>
<u>Aputure LS C300D II Kit</u>	<u>\$150</u>	per hour / <u>per day</u>
<u>DJI Mavic 2 Pro</u>	<u>\$200</u>	per hour / <u>per day</u>
<u>DJI Inspire 2</u>	<u>\$500</u>	per hour / <u>per day</u>
<u>Ronin 2</u>	<u>\$400</u>	per hour / <u>per day</u>

Continued In response to RFP section X. Pricing Schedule

EQUIPMENT RENTAL Continued

<u>Blackmagic Design Studio Camera 4K 2</u>	<u>\$150</u> _____ per hour / <u>per day</u>
<u>Blackmagic Design ATEM Mini Pro HDMI</u>	<u>\$40</u> _____ per hour / <u>per day</u>
<u>Live Stream Switcher</u>	<u>\$500</u> _____ per hour / <u>per day</u>
<u>Live Stream Misc. Accessories Kit</u>	<u>\$500</u> _____ per hour / <u>per day</u>
<u>Audio Recording Kit (Rode field mics)</u>	<u>\$150</u> _____ per hour / <u>per day</u>

WATCH NOW

OUR WORK | LAND OF ADAM

Direct Link: <https://vimeo.com/243443655>

See our video for fine-art photographer, Land of Adam. The music for this video was written, recorded and mixed in-house by COLLECTORstudios.

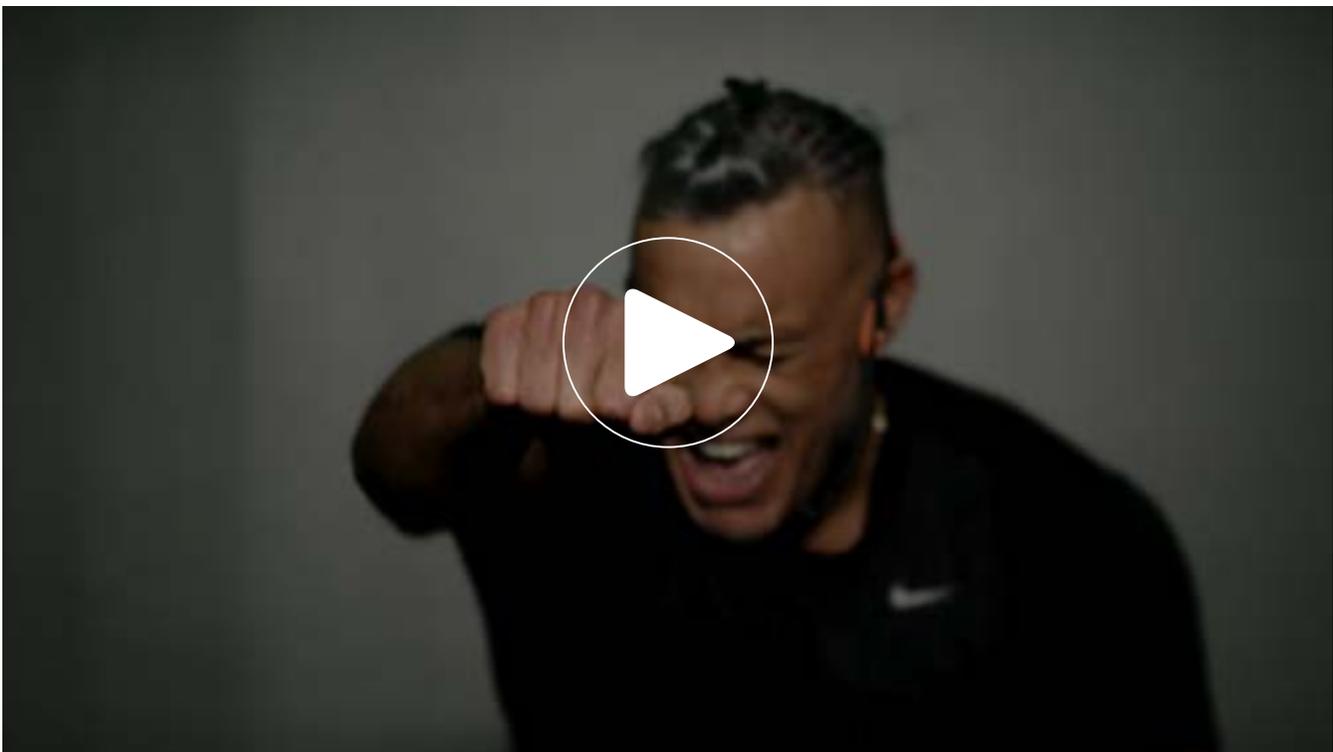


OUR WORK | ACAC

WATCH NOW

Direct Link: <https://vimeo.com/503111707/bb82d8c946>

See our video for the newly release On Demand subscription by ACAC.

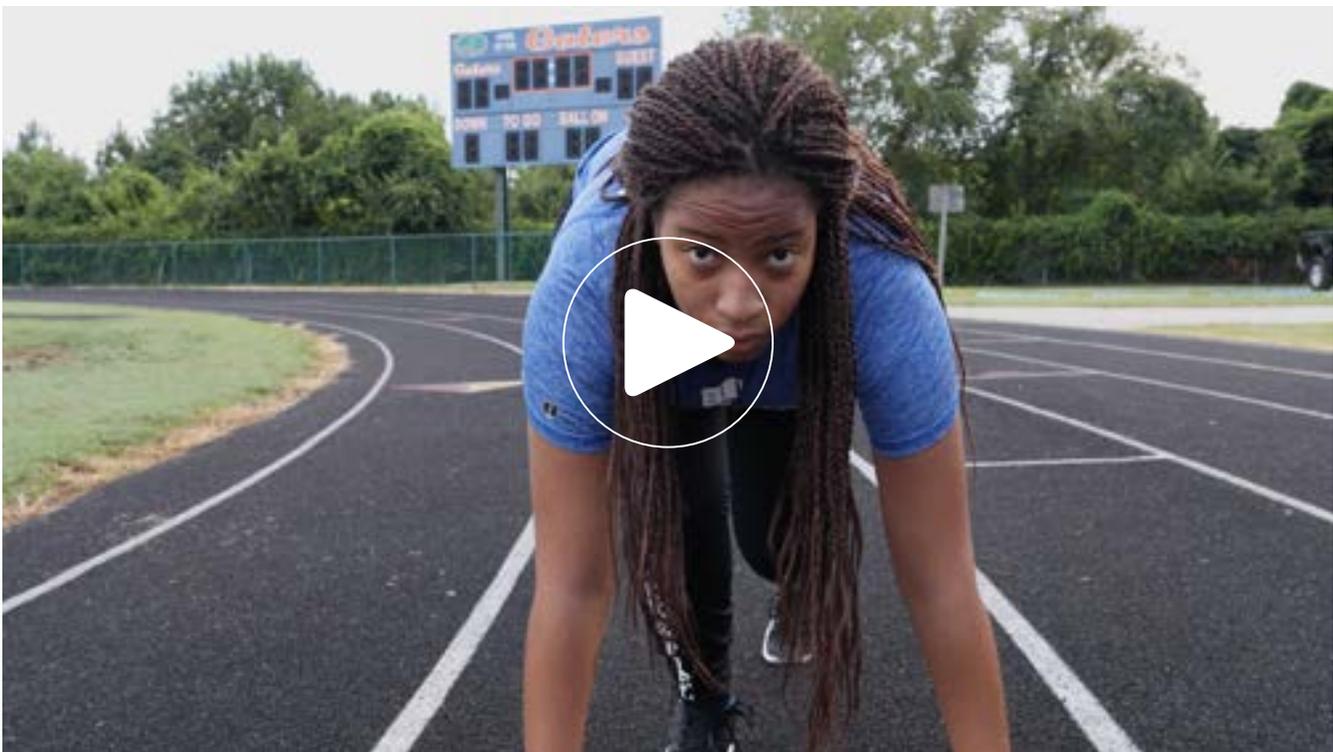


WATCH NOW

OUR WORK | REGENT ROYALS

Direct Link: <https://vimeo.com/231093302>

See our video for the release of the Regent Royals brand.

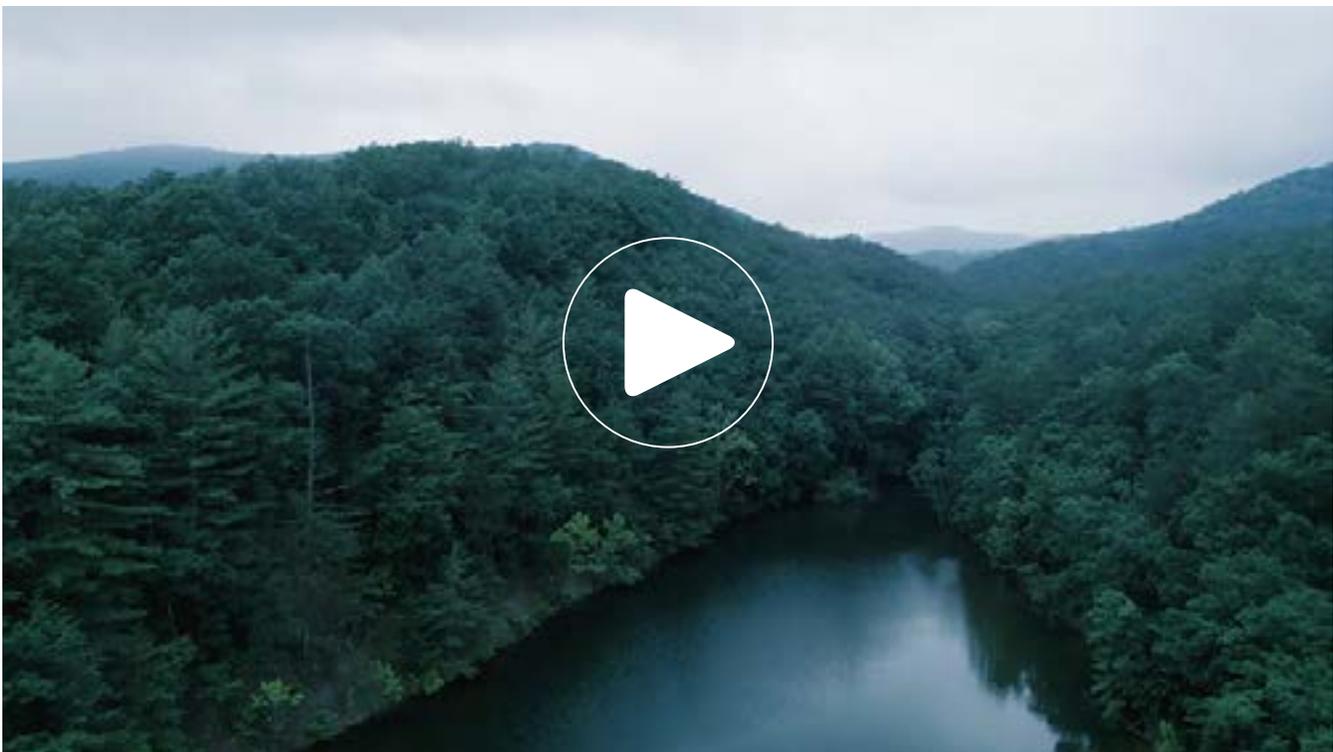


OUR WORK | VISIT VIRGINIA

WATCH NOW

Direct Link: <https://vimeo.com/278518570>

See our video for the Virginia is for Lovers: Visit Roanoke campaign. The music for this video was written, recorded and mixed in-house by COLLECTORstudios.

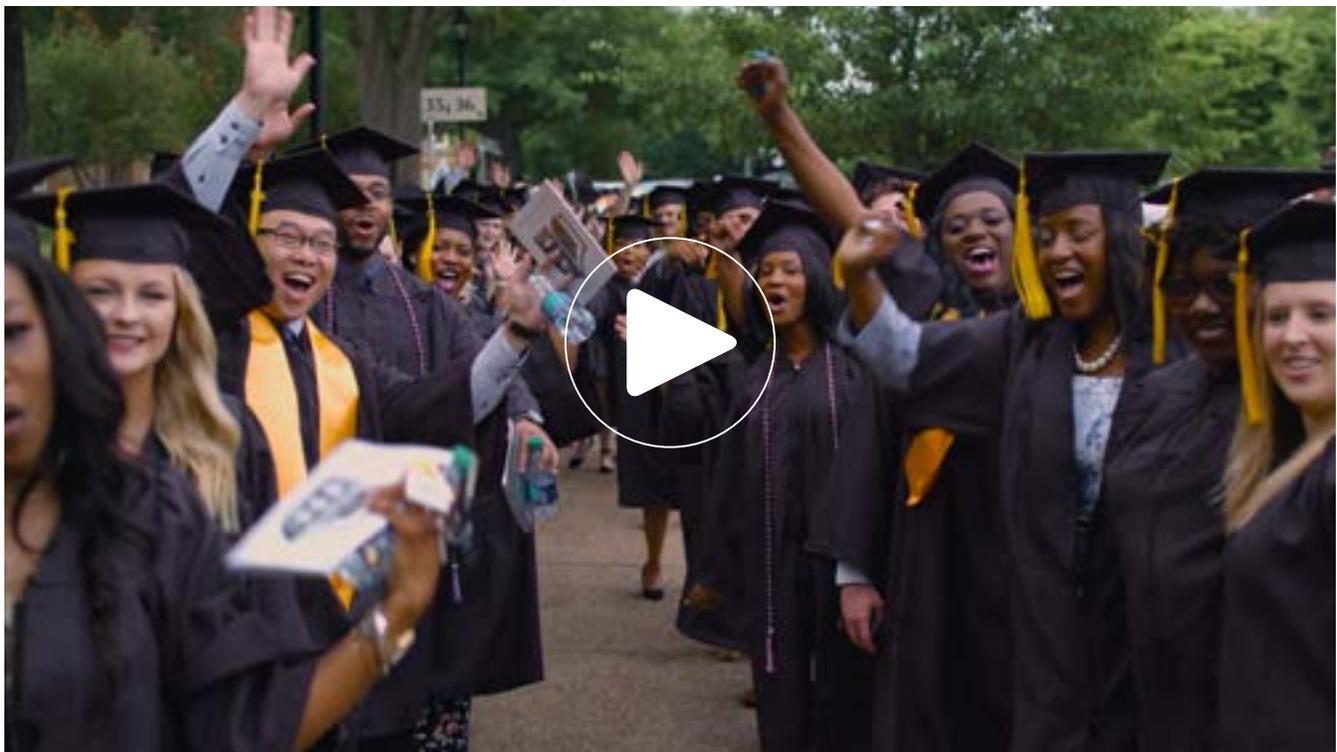


WATCH NOW

OUR WORK | REGENT UNIVERSITY

Direct Link: <https://vimeo.com/335689635/b0661df166>

See our video for the Regent University 2019 Commencement Recap. The music for this video was written, recorded and mixed in-house by COLLECTORstudios.

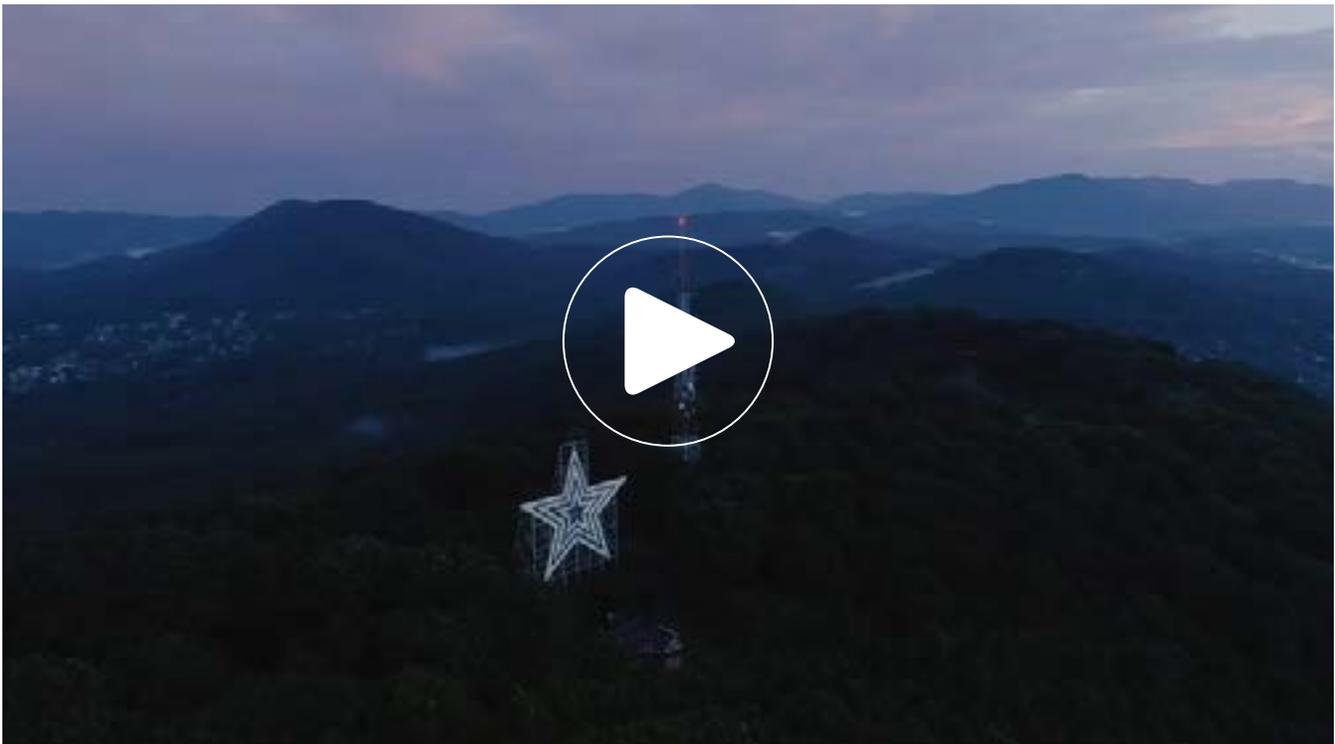


OUR 2021 REEL

WATCH NOW

Direct Link: <https://vimeo.com/528504530>

See our 2021 Reel, and check out how we made everything from the music to the cinematography to showcase our projects over the years with our clients.



Reference to IV. Statement of Needs section 3c - Quote Example

*this is an example of one quote with multiple pages to easily understand and review

WHO WE ARE

COLLECTORstudio has been on the forefront of telling the stories of companies, organizations, and artists since 2012.

We are a full service media company that delivers full concept campaigns, while being hands-on with every aspect of the process, from the scheduling and planning during the pre-production process to the delivery of project assets. Based in Hampton Roads Virginia, we have worked with major brands like Coca-Cola, Vist Virginia, and Sentara Healthcare. We have experience diving quickly into new industries to create content that explains how they work and what makes them unique. What sets us apart from other companies is our ability to create entire projects in-house. Not only is the more cost effective for our clients, but it makes the entire project feel more fluid and the process more seamless.



PROJECT SCOPE

PRO POSAL - ACAC
COLLECTORstudio proposes to partner with ACAC to create a 12-16 minute introduction to the company video. This video will be divided into 3 major sections as stated below. This video will educate and motivate each new employee about the story behind ACAC to the core values of the club.

Below are the different components of the project:

- Introduction:** In this section, we will hear from an individual, via interview format, about the story of ACAC - how it started to where it is now. We will focus and highlight the growth and growing number of clubs.
- Who ACAC Serves:** We will hear from someone about who ACAC targets and their ideal member. We will highlight who acac serves and the value they save for the intended donor/club and bring to light that they may not have considered over come.
- ACAC 5 Core Values:** In this section, the viewer will learn all things ACAC and understand who ACAC is all its core - people first, consistent excellence, continuous improvement, having fun and community.
- Specifically, we will interview ACAC staff, including but not limited to, Phil, Chris, and Courtney to communicate the stories and values used when onboarding new team members. We will also work alongside Courtney to storyboard B-roll which will be used to overlay during the interviews. Collector will be responsible for the cohesion of the story and the music used to make one cohesive piece, but enjoyable pace.**



www.collectorstudio.com

PROJECT DELIVERABLES

ACAC

PRE-PRODUCTION	PRODUCTION	POST-PRODUCTION
<ul style="list-style-type: none"> Scheduling + Planning Creative Content Development Storyboard/Script/Board Development Interview Question Development Branding Asset Collection Production Schedule 	<ul style="list-style-type: none"> 2 Production Days 2 Half Team Days 1 Location 3-4 Person Crew Director Director of Photography A General Operator B General Operator Producer Production Gear 	<ul style="list-style-type: none"> One 12-16 minute DV/Video 2 rounds of edits Audio Mixing

www.collectorstudio.com

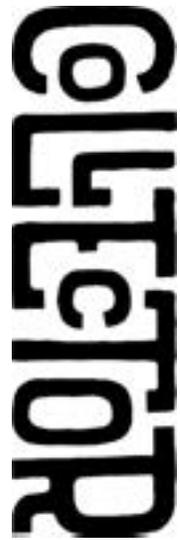
PROJECT INVESTMENT

ACAC

DESCRIPTION	PROJECT TOTAL	COST
PRE-PRODUCTION		
PRODUCTION		
POST-PRODUCTION		
PROJECT TOTAL		

*Team costs including gear and other resources not included from this budget and add for any personal items

www.collectorstudio.com



INVOICE

Collector Productions
549 Roland Drive
Norfolk, Virginia 23509
United States

BILL TO
Example Client
John Smith
example@example.com

Invoice Number: 1465
Invoice Date: May 6, 2021
Payment Due: May 6, 2021
Amount Due (USD): \$0.00

Product/Service	Quantity	Price	Amount
VO Recording	1	\$0.00	\$0.00
Video Production	1	\$0.00	\$0.00
Mixing	1	\$0.00	\$0.00

Total: \$0.00
Amount Due (USD): \$0.00

Notes / Terms
Project: example of project name

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

COLLECTOR PRODUCTIONS, LLC

is a certified Small, Micro
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 814984

Valid Through: Aug 4, 2025

Accordingly Certified

A handwritten signature in blue ink, appearing to read 'Tracey G. Wiley'.

Tracey G. Wiley, Director



COLLECTOR

THANK YOU

www.collectorstudios.com



Ryan Meadows

Director / Producer

757.613.2826

ryan@collectorstudios.com

Catherine Meadows

Producer

757.822.9691

catherine@collectorstudios.com

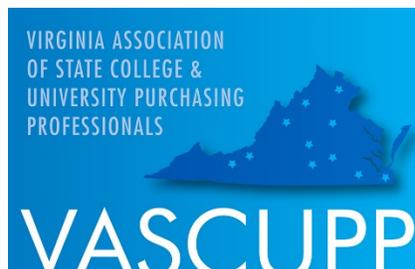


Request for Proposal

RFP# SCK-1112

Videography Services

April 9, 2021



REQUEST FOR PROPOSAL
RFP# SCK-1112

Issue Date: 04/09/2021
Title: Videography 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 5/10/21 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: Savana Koteita, Buyer Senior, Procurement Services, koteitsc@jmu.edu; 540-568-4280; (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 # SCK-1112

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	C. Sample of Standard Contract		
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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 Videography 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 four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

James Madison University utilizes videography and video production services for a variety of communications and archival purposes. Included are production services for university events, recording of university events, lectures or programs, and production of informational and promotional videos and advertisements.

Videography projects will be in both live and pre-recorded format. Previous live broadcasts include open house events in Convocation Center for an audience of over 5,000, a live streamed presidential inauguration for the university, a streamed TED talk-inspired event on campus. Majority of produced videos will be archived and backed-up internally. They will also be uploaded on various platforms/hosting sites (depending on the project) such as YouTube, Vimeo, or Facebook. JMU is not seeking full-time production staff through this RFP.

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

The contractor shall render one or more of the following services for any given project. Provide a detailed response to each item below.

1. Record and/or transmit high-definition quality audio and/or video of a James Madison University event, either on campus or within the surrounding community. Projects under this section will require at least one audio and/or video capturing device, and may require one or more of the following:
 - a. Describe your ability to provide one or multiple cameras and/or microphones.
 - b. Describe your ability to provide live video switching.
 - c. Describe your ability to create and integrate video graphics, slides or animations.
 - d. Describe your ability to provide videos ready for projection video screens within the venue.

- e. Describe your ability to provide video content that may require encoding to live web stream or other online delivery such as UStream and YouTube live streaming.
 - f. Describe your ability to provide videos that may require delivery of recorded video content to JMU via digital file (QuickTime compatible) or DVD if needed.
2. Produce final HD-quality video content for use in recruitment, alumni engagement, fundraising, athletics or academic programs. May require one or more of the following:
 - a. Describe your ability to provide video editing services.
 - b. Describe your ability to provide scriptwriting services (provide examples).
 - c. Describe your ability to provide interviewing as part of the final product.
 - d. Describe your ability to provide video shoots with or without lighting.
 - e. Describe your ability to provide video graphics and/or animation.
 - f. Describe your ability to provide voice over and/or sound effects.
 - g. Describe your ability to create and deliver final footage, which meets industry standard technical specifications.
 - h. Describe your ability to provide final footage via digital file (QuickTime compatible) on DVD(s).
 - i. Describe your ability to record aerial drone video and photo content.
3. Provide detail quotes and invoices that are clear and concise.
 - a. Describe your ability to provide detailed quotes that clearly list all service/items to be provided and their associated cost(s).
 - b. Describe your ability to provide line item pricing on invoices.
 - c. Provide examples of quotes and invoices that show your ability to comply with this requirement.
4. Contractor shall provide JMU with unedited raw footage and rough cuts of all filming sessions for the university to save, review, and otherwise use without limitation at any point during and after fulfillment of the contract. Describe your ability to comply and meet this requirement.
5. Describe your ability to create video with industry standard technical specifications that are compatible with common video formats used in publicly-available hosted sites such as YouTube, Vimeo and Facebook.
6. Describe your ability to integrate closed-captioning into videos when requested.
7. Contractor shall abide by JMU brand guidelines (see: <http://www.jmu.edu/brand/vendor-requirements.shtml>) and shall notify the university's Digital Content Manager in the University Communications and Marketing Office when new projects are established and will include the Digital Content Manager on final video approvals. Describe your ability to comply and meet this requirement.
8. Describe your project management approach for each video project and how you will meet the specifications, objective, and time frame for each project.
9. Provide various samples of your finished video work that showcase your quality of work, complement your clients' existing branded materials, and demonstrates your ability to meet the needs of this RFP. They can be provided via a link to a website or on a flash drive submitted with the proposal.
10. Describe your ability to follow directions from university and athletics staff, in particular in strategic direction of video services and rolling out new elements (i.e. not debuting a

new element without advance coordination with JMU staff)

11. Provide a list of the equipment used (description, brand, model, etc) your firm will use to service the requirements of this contract.

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 four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*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 addenda, 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	25
2. Qualifications and experience of Offeror in providing the goods/services	20

3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 eprocurement 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.

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.

- D. 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.
- E. 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.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) 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.

- G. 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.
- H. 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.
- I. 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.

- J. 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 SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSB 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.**
- K. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. FORCE MAJEURE: In no event shall either party be liable to the other for cancellations or postponement of the Agreement (or PO if by Purchase Order) resulting from any cause beyond its control including, but not limited to, governmental orders, regulations, labor strikes, disease, virus, epidemic, pandemic, act of war, or terrorism, acts of God, fires, floods, curtailment of transportation, electrical failure or any event that prohibits attendees being able

to attend the event. Notice of cancellation or postponement under this provision shall be received, by the non-cancelling party, within five (5) days of such occurrence. Such cancellation or postponement shall not constitute a breach hereunder and shall not subject either party to any penalties, liquidated damages, or forfeiture of any prepayment. In case of cancellation due to Force Majeure, any and all deposits being held will be promptly refunded.

- S. 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.
- T. 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.
- U. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- V. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- W. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.
- X. DRONES/UNMANNED AIRCRAFT SYSTEMS: Any university employee, student or academic unit purchasing a UAS (or the parts to assemble a UAS) or contracting UAS services with university funds or funds being disbursed through a university account or grant funds, must notify and request approval through the UASOC. This is required in order for the university to meet a responsibility to investigate any required FAA waivers, and to meet state compliance requirements. Any use of drones on campus must also be explicitly authorized by the UAS Oversight Committee (UASOC).
 - 1. JMU Policy 2210 - Unmanned Aircraft Systems (UAS) - <https://www.jmu.edu/4-va/uav-policies.shtml>
 - 2. UAV (Unmanned Aircraft Systems) Approval Form - <https://www.jmu.edu/4-va/uav-form.shtml>

IX. METHOD OF PAYMENT

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>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. 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>.

Provide your hourly rates for the following (please list and attach additional sheets as necessary):

1. FOR LIVE EVENTS
 - a. Site visit and planning: _____ per hour
 - b. Camera operator: _____ per hour
 - c. Director: _____ per hour
 - d. Post-production and delivery of video archive: _____ per hour
2. FOR PRODUCED VIDEO
 - a. Pre-production and planning: _____ per hour
 - b. Scriptwriting: _____ per hour
 - c. Video capture (on location): _____ per hour
 - d. Video capture (in studio): _____ per hour
 - e. Graphics and title development: _____ per hour
 - f. Video editing _____ per hour
 - g. Voice over: _____ per hour
 - h. Audio editing _____ per hour
 - i. Finalizing files (compressing, uploading, etc.) _____ per hour
3. EQUIPMENT RENTAL

_____ per hour / per day

_____ per hour / per day

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 & 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

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