



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5934

This contract entered into this 23rd day of February 2021, by Hoon Designs LLC, dba Graphite Creative, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal DMS-1084 dated June 2, 2020:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One dated June 16, 2020;
- (3) The Contractor's Proposal dated July 23, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated February 22, 2021.

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

CONTRACTOR:

By: _____

(Signature)

HOON CHOI

(Printed Name)

Title: MANAGING PARTNER

PURCHASING AGENCY:

By: _____

(Signature)

DANA SIMMERS

(Printed Name)

Title: Buyer Senior

2/22/2021

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1084 and the Contractor's initial response to RFP# DMS-1084, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor's Pricing Schedule is hereby replaced with a blended hourly rate of \$125.00 for the following services:

- Creative Direction
- Marketing Consultation
- Design and Production
- Press Checks and other quality control measures
- Preparation of templates and content for presentations
- Preparation of advertisement for print or electronic media
- Graphics for Web pages
- Project Management
- Art direction for photography shoots and image selection

Additional services blended hourly rate of \$160.00 for the following services:

- Multimedia (including animation and video)
 - Photography
 - Videography
3. Contractor shall provide a project proposal/estimate for each project to include an itemized list detailing the services to be provided, the number of hours it will take to complete the project along with associated hourly fees, total project cost, actual date for starting work, project completion date, and contact information of the department requesting service.
 4. Contractor's proposal is hereby amended as follows:
 - a. Travel costs or related expenses to and from James Madison University shall be waived provided that each travel day accrues a minimum of four (4) hours of billable service prescribed in Pricing Schedule.
 - b. Contractor shall invoice travel expenses in accordance with the U.S. General Services Administration (GSA) for lodging, meals and incidental expenses at the time of travel, which can be referenced at: <http://www.jmu.edu/finprocedures/4000/4215mie.shtml> or a flat fee of \$75.00, whichever cost is lowest.
 - c. Travel related charges shall be approved by the university prior to travel.
 5. Contractor shall follow James Madison University's brand standards as described in the Brand Guide which can be found at: <https://www.jmu.edu/identity>. Contractor shall be responsible for keeping up-to-date of any changes to JMU's brand standards.
 6. James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract as may be deemed in the best

2/22/2021

interest of the university. JMU reserves the right to request a quotation from one or more contractors with which the university has a contract. Upon approval of the quotation received by the university, an Agency Purchase Order will be issued as authority to proceed with the work. NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED.

7. Contractor shall not require the university to sign additional order forms or agreements for work being done under this contract to include signing proposals/estimates.
8. Contractor shall email the department requesting services of any additional costs, before completion of project, for review and approval prior to billing. Additional expenses shall not be paid to Contractor without prior approval from Department.
9. All final accepted work shall become the property of the university including preliminary works and creative ideas designed or produced leading up to the final work.
10. 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.
11. Contractor shall receive approval from the university prior to utilizing logo marks, slogans, and/or service marks that are trademarked by third parties prior to the start of any project.
12. In the event of project termination, Contractor shall invoice university hourly fees for work performed through the date of termination with no additional fees.
13. All intellectual material created by Contractor for James Madison University under this contract, including but not limited to slogans, campaign themes, advertising and research, will become the property of JMU in the form requested on or before the submission of an invoice for payment.
14. Contractor shall respond to the university within 24 hours of project notification and within 2 calendar days to hold a virtual face-to-face meeting, at no cost. On-site meetings shall be evaluated on a case-by-case basis following project requirements.
15. Contractor shall furnish all necessary labor, resources, equipment and materials as may be required to fulfill university needs and requirements. Contractor may also be required to continue project management through production and delivery of final product.
16. Contractor shall not perform any work which would result in exceeding the dollar limitation outlined within the project estimate and specified on a university purchase order without first having obtained written approval from the university.

2/22/2021

17. As an agency of the Commonwealth of Virginia, James Madison University makes payment in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Pay Act.
18. Contractor hereby rescinds the following payment terms from original proposal:
 - a. For projects under \$5,000, payments can be made at the conclusion of the project.
 - b. For projects over \$5,000, we typically require payment spread over the duration of the project defined through phases with 40% at time of order, 30% in the interim, and final 30% due at completion.
 - c. Some production projects may require payment up front for the purpose of printing and mailing.
19. Purchasing agency may or may not have prototypes, preliminary sketches and/or drawings to provide prior to the start of a graphic design project. Contractor understands that this will vary depending upon project and shall work collaboratively with the university to determine roles and responsibilities of each party prior to the project's start.
20. Contractor shall provide university a written proposal/estimate for each project within three (3) calendar days after meeting with the project manager.

Proposal/estimate shall be emailed to:

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

Printed samples shall be mailed to:

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

2/22/2021

Harrisonburg, Virginia 22807

Online design work:

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

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

2715 Mount Vernon Avenue
Alexandria, Virginia 22301
703-998-3000

graphitecreative.com
hoon@graphitecreative.com

Graphite Creative



It starts with a mark.
Let's make yours.

PROPOSAL

James Madison University
Graphic Design Services

REQUEST FOR PROPOSAL
RFP# DMS-1084

Issue Date: 06/02/2020

Title: Graphic Design Services

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

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

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

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

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

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

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

Name and Address of Firm:

GRAPHITE CREATIVE
2715 MOUNT VERNON AVE
ALEXANDRIA, VA 22301

By:


(signature in ink)

Name:

HOON CHOI
(please print)

Date:

7/23/20

Title:

OWNER/MANAGING MEMBER

Web Address:

WWW.GRAPHITECREATIVE.COM

Phone:

703-998-3000

Email:

HOON@GRAPHITECREATIVE.COM

Fax #:

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 IK #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
ASIAN AMERICAN

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

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PREPARED FOR

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

PREPARED BY

Hoon Choi
Graphite Creative
hoon@graphitecreative.com
703-998-3000
2715 Mount Vernon Ave
Alexandria, VA 22301

BUSINESS TYPE

SWAM Certified by SBSD
Certification # 693768
• Small Business
• Minority-Owned Business
• Micro Business

1.1 Statement of Needs

Refer to
RFP DMS-1084
§ IV. A.

General

James Madison University seeks established graphic designers to provide the highest quality of graphic design services for a variety of needs.

Service Requirements

Refer to
RFP DMS-1084
§ IV-A-5

Specific requirements for graphic design services shall include, but not be limited to the following:

	DESCRIPTION	CAPABILITY
A	Creative direction that aligns with JMU visual and content branding;	Yes
B	Marketing consultation;	Limited
C	Design and production for a variety of communications formats;	Yes
D	Press checks and other quality control measures as needed;	Yes
E	Preparation of templates and content for presentations (PowerPoint, Prezi and Keynote-based slides);	Yes, but limited to Powerpoint and Keynote
F	Preparation of advertisements for print or digital media;	Yes
G	Graphics for Web pages (Cascade), not Web page design and production;	Yes
H	Multimedia (which may include animation and video);	Yes
I	Overall coordination of the consistency and quality of materials;	Yes
J	Project management;	Yes
K	Editorial services, which shall adhere to brand standards referenced in section IV – D (1), Page 3 of the RFP. (For any project requiring an editorial component, JMU reserves the right on a case-by-case basis to, in whole or in part, provide these services; identify and/or contract independently with an outside editorial service provider to work with the graphic designer; allow the graphic designer to subcontract for outside services only with JMU approval; and/or review and approve the editorial work of on-campus and outside editorial service providers of any project undertaken by the graphic designer);	Limited
L	Photography and/or Videography (For any project requiring photography and/or videography, JMU reserves the right on a case-by-case basis to, in whole or in part, provide these services, identify and/or contract independently with an outside photographer/videographer to work with the graphic designer, allow the graphic designer to subcontract for outside photographers/videographers only with JMU approval, and/or review and approve the photography/video of on-campus and outside editorial service providers of any project undertaken by the graphic designer)	Yes

1.2 About Us

Refer to
RFP DMS-1084
§ IV-D-1

Graphite Creative is a graphic design and photography studio based in Alexandria, Virginia. We make striking work that arrests the eye and engages the mind.

From sketch to completion, we settle for nothing less than compelling, meaningful, beautiful creative. We help clients create powerful expressions of their brands and values through print and digital design, as well as motion and still photography. Our designs look good and work well, and our style is as playful and witty as it is sophisticated and elegant.

With over 20 years in the industry, we know what's at stake. Whether your project is big or small, you can trust us to sweat the details. We are grounded in strategy, and we take as much pride in our dependability and adaptability as our craftsmanship and quality.

Areas of Expertise

Graphic Design

- Branding & identity
- Marketing collateral
- Print design
- Environmental
- Direct response marketing
- Invitations
- Multichannel marketing
- Digital marketing
- UI/UX
- Social media graphics
- Infographics
- Presentation slides
- Print production

Photography

- Studio head shots
- On-location head shots
- Product photography
- Environmental
- Video production
- Post-production and editing
- Motion graphics
- Interviews

1.3

Our Team

Refer to
RFP DMS-1084
§ IV-D-2

Our team is a versatile and resourceful mix of fearless veterans and imaginative young guns who work well together.

Hoon Choi

Principal

Hoon Choi is the founder and principal of Graphite Creative. Hoon has over 25 years of experience in the creative industry. Through the years, his works have garnered numerous awards in the creative industry. He works with numerous high-profile organizations in the Washington, DC, region and across the nation. Hoon received his education from George Mason University.

Hoon will serve as a primary point of contact for all project needs for JMU. Our work is performed on a team basis with Hoon overseeing and managing the project and designer(s). Assignments are based on the scope and requirements of the projects. Hoon can be contacted by email at hoon@graphitecreative.com or by phone at 703-998-3000 ext 101.

SAMPLE CLIENTS

- McCain Institute for International Leadership — Arizona State University
- National Parks Foundation
- National Trust for Historic Preservation
- American Museum of Natural History
- City of Alexandria
- Mount Vernon Printing
- Direct Response Strategies
- Eidolon NYC
- Hennion & Walsh Investments
- Lansdowne Internal Medicine

HARDWARE & SOFTWARE PROFICIENCIES

- Adobe Creative Cloud
 - Adobe InDesign
 - Adobe Illustrator
 - Adobe Photoshop
 - Adobe Acrobat Pro
 - Adobe XD

AREAS OF EXPERTISE

- Art direction
- Branding & identity design
- Print design
- Publication design
- Direct response marketing
- Multichannel marketing
- Promotional campaigns
- Illustration (digital & hand media)
- Typography
- Environmental graphics
- User interface (UI) design
- Digital marketing design
- Digital still photography & post processing
- Studio head shots
- Retouching

1.3

OUR TEAM, CONTINUED

Refer to
RFP DMS-1084
§ IV-D-2

Curtis Chen
Senior Graphic Designer

Curtis has designed and implemented identities for schools, historical parks, and food services clients, among others, and is well-versed in all aspects of branding, from ideation to design to production. Curtis received a Master of Fine Arts in Graphic Design from Rochester Institute of Technology and boasts 20 years of work experience.

SAMPLE CLIENTS

- McCain Institute for International Leadership — Arizona State University
- National Parks Foundation
- National Trust for Historic Preservation
- American Museum of Natural History
- National Federation of Independent Businesses
- IL Creations
- Tahirih Institute

HARDWARE & SOFTWARE PROFICIENCIES

- Adobe Creative Cloud
 - Adobe InDesign
 - Adobe Illustrator
 - Adobe Photoshop
 - Adobe Acrobat Pro
 - Adobe Premiere
 - Cinema 4D

AREAS OF EXPERTISE

- Print design
- Publication design
- Direct response marketing
- Multichannel marketing
- Voter contact
- Branding & identity design
- Environmental graphics
- Promotional campaigns
- Typography
- User experience
- User interface (UI) design

1.3

OUR TEAM, CONTINUED

Refer to
RFP DMS-1084
§ IV-D-2

Lynn Levendusky
Graphic Designer / Freelancer

Lynn Levendusky first studied fine arts at the College of Southern Maryland, and later at the University of Maryland, College Park, where she earned a Bachelor’s Degree in Advertising Design. After 13 years in the advertising business, she made the leap into the world of direct mail, and has remained there since. Our clients love Lynn for her skill, speed, and knack for organization. Lynn has worked in design for over 30 years.

SAMPLE CLIENTS

- Help Hospitalized Veterans
- National Parks Foundation
- Republican National Committee
- American Medical Association Political Action Committee
- Mutts with a Mission
- Mount Vernon Printing

HARDWARE & SOFTWARE PROFICIENCIES

- Adobe Creative Cloud
 - Adobe InDesign
 - Adobe Illustrator
 - Adobe Photoshop
 - Adobe Acrobat Pro

AREAS OF EXPERTISE

- Print design
- Publication design
- Direct response marketing
- Multichannel marketing
- Voter contact

1.3

Refer to
RFP DMS-1084
§ IV-D-2

OUR TEAM, CONTINUED

Ariel Harwick
Graphic Designer / Freelancer

Over the past six years, Ariel has designed promotional projects, logos and identities, publications, and myriad print pieces for a wide variety of clients including arts and cultural organizations, publishers, design studios, and universities. She earned a BFA in Studio Art and a minor in Creative Writing from the University of North Carolina at Chapel Hill, and her penchant for visual and written narrative lends itself naturally to her work in branding and design.

SAMPLE CLIENTS

- National Parks Foundation
- National Trust for Historic Preservation
- Alexandria Black History Museum
- IL Creations
- Silverback Strategy
- 1Source
- Cantadora
- Girls Power Forward
- Narrative
- The Lukens Company
- Tujenge

AREAS OF EXPERTISE

- Branding & identity design
- Promotional campaigns
- Publication design
- Print design
- Art direction
- Environmental graphics
- Illustration (digital & hand media)
- Typography
- Copywriting
- Proofreading
- User interface (UI) design
- Digital design

HARDWARE & SOFTWARE PROFICIENCIES

- Adobe Creative Cloud
 - Adobe InDesign
 - Adobe Illustrator
 - Adobe Photoshop
 - Adobe Acrobat Pro
 - Adobe Muse

1.3

OUR TEAM, CONTINUED

Refer to
RFP DMS-1084
§ IV-D-2

Aaron Rosense
Cinematographer / Freelancer

Aaron leads our videography services for Graphite Creative with over 6 years of experience behind the camera. With a keen eye for details and cinematic vision, Aaron’s work has been well-recognized by satisfied customers. Through the years, he has honed his skills in both production and post-production with excellent editing that brings the whole story together.

SAMPLE CLIENTS

- McCain Institute for International Leadership — Arizona State University
- National Trust for Historic Preservation
- IL Creations
- Silverback Strategy
- The Lukens Company

AREAS OF EXPERTISE

- Storyboarding
- Production and Post-production
- Camera operations
- Audio & video recording and editing
- Motion graphics

HARDWARE & SOFTWARE PROFICIENCIES

- Adobe Creative Cloud
 - Adobe Premiere
 - Adobe After Effect
 - 3D Modeler

1.4

Q&A

In response to section IV-D of the RFP

Our answers are in italics.

Refer to
RFP DMS-1084
§ IV-D-3

Brand Integrity

Describe firm's ability to follow James Madison University's brand standards (as described in the Brand Guide at <https://www.jmu.edu/identity>) to develop and design promotional and informational materials, advertisements, brochures, direct mail pieces, informational booklets, videos, Web pages, etc. that will send the appropriate message to targeted markets. The Contractor(s) shall be required to keep up-to-date of any changes to JMU's brand standards.

Following and adhering to brand standards are nothing foreign to us. Over the years, we've worked with numerous national organizations that require strict adherence to graphic standards for brand continuity and integrity across all mediums whether it's for print, online, and motion medium.

Refer to
RFP DMS-1084
§ IV-D-4

Meetings

Describe firm's ability to meet with a university representative face-to-face or virtually (using a mutually agreed upon technology) within 24-48 hours of request, and at no additional cost to the university.

Virtual meetings are possible with 24-48 hours of request. Typically, we utilize clients' Zoom or Microsoft Teams Meeting.

Refer to
RFP DMS-1084
§ IV-D-5

Project Repsonse

Describe firm's ability to respond within 24 hours of project notification and within two calendar days to meet face-to-face or virtually with the project manager to carefully examine the proposed work and acquire a full understanding of the nature and scope of the project to be accomplished. JMU will provide drawings or sketches/specifications to the contractor indicating the requirements of the project.

We can respond within 24 hours of project notification and virtual meetings are possible with two calendar days. Typically, we utilize clients' Zoom or Microsoft Teams Meeting.

Refer to
RFP DMS-1084
§ IV-D-6

Proposal Submission

It is the expectation that the contractor will notify University Communications and Marketing at the initial launch of a project by emailing a proposal stating the scope of the project with cost estimate for review and approval to Carolyn Windmiller at windmicm@jmu.edu. Describe how your firm will make notification and ensure that this requirement is met.

We will fulfill your requirement by submitting a PDF proposal to Carolyn Mindmiller by email and follow up with a phone call when necessary.

1.4

Q&A, CONTINUED

Refer to
RFP DMS-1084
§ IV-D-7

Project Estimates

Describe ability to respond within three (3) calendar days after meeting with the project manager and deliver to the project manager, a written estimate of the cost to complete the project.

We will fulfill your request by submitting a PDF estimate to the project manager. If needed, depending on the scope and complexity of the project, we will request more time if necessary.

Refer to
RFP DMS-1084
§ IV-D-8

Estimate Review

The Project Manager will review the contractor's estimate and if the estimate is acceptable, submit a purchase order to JMU Procurement for price verification. The estimate should be based upon the total cost per project. In addition, the written estimate should include an actual date for starting work expressed as the number of days after the receipt of the Agency Purchase Order (DO) and the estimated time required to complete the work as scoped. The starting and completion dates shall be agreed upon between the university and the contractor and shall be reflected in the Agency Purchase Order (DO), which shall serve as the university's authorization to preform work. Purchase Orders for work under this contract will be issued at JMU's discretion. The university shall not be required to sign additional agreements for work performed under this contract.

Our estimates will not only include the budget but also an estimated timeframe for completion.

Refer to
RFP DMS-1084
§ IV-D-10

Corrections

Describe your firm's process for correcting errors after delivery of the final project. Specify the timeline for providing JMU with corrected materials.

Depending on the scope and complexity of changes, timeline required will vary. Historically, if changes had to be made, they were addressed within 24 hours. But this largely depends on multiple factor including personnel, timeline, technicality, medium, and feasibility.

Refer to
RFP DMS-1084
§ IV-D-11

Print Production

JMU reserves the right to review and approve all printing estimates. Describe firm's ability to utilize the university's approved printing vendors listed on our public Contract Gateway or Madison Print Services (JMU's copy center). Include process for acquiring and submitting all printing estimates to the university for review and final approval. In addition to JMU's contracted vendors, specify other printing vendors your firm may utilize.

If print production quotes are required as part of the project, we can utilize JMU's preferred list of vendors as part of the process. Depending on the project, print specification are determined upfront or as the final designs are finished. To acquire quotes from vendors, print specifications are listed and when necessary, drawing drafted to support the quote request. We have used in-state and out-of-state production facilities based on the needs of the project.

1.4

Q&A, CONTINUED

Refer to
RFP DMS-1084
§ IV-D-12

Project Sample

Describe firm's ability to provide one (1) or more samples of all completed projects performed for James Madison University to Carolyn Windmiller within five (5) business days at the contact information provided below.

If our firm handles print production on the collateral, we will be able to provide at least one sample to the University.

Refer to
RFP DMS-1084
§ IV-D-14

Payment Terms

Provide your firm's payment policy (i.e. Net 30, % at time of order, interim for projects spread over multiple months).

Our payment term is Net 30 days. For project under \$5,000, payments can be made at the conclusion of the project. For all project over \$5,000, we typically require payments spread over the duration of the project defined through phases with 40% at time of order, 30% in the interim, and final 30% due at completion. ACH method of payment is available. Some production projects may require payment up front for the purpose of printing and mailing.

Refer to
RFP DMS-1084
§ IV-D-15

Credit Card Payment

Specify any associated charge card processing fee, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees.

We have the ability to accept credit card payments through Quickbooks Online. However, when such needs arise, we do charge a 3% credit card processing fee and is payable through a link that can be activated on the emailed invoice.

1.5 Creative Resources

Refer to
RFP DMS-1084
§ IV-D-16

In addition to our people, our office is well-equipped with the best technology and devices:

Design & Production

- A 2,000 sq. ft. office space complete with a photography studio in a sustainably-built building in the heart of the Del Ray community in Alexandria, VA
- Apple iMac 27" workstations complete with Adobe Creative Suite software
- Apple Mac Pro workstations with dual 27" Thunderbolt monitor complete with Adobe Creative Suite software
- Apple Mac Pro workstations with 34" monitor complete with Adobe Creative Suite software
- Apple 17" MacBook Pro
- QNAP 32TB NAS Servers
- HP Designjet Z5200PS Large Format Printer
- Roland Camm-1 GS-24 Vinyl Cutter

Photography

(1) Red Scarlet

VIDEO

- Full-frame
- 4K video recording

(2) Canon 5d Mark III Camera

PHOTOGRAPHY

- DSLR
- Up to 22 megapixels
- 5760 × 3840 pixel resolution

VIDEO

- Full-frame
- 1080p HD video recording
- 1920 × 1080 resolution

(1) Canon 5d Mark IV Camera

PHOTOGRAPHY

- DSLR
- Up to 30 megapixels
- 6720 x 4480 pixel resolution

VIDEO

- Full-frame
- Up to 4K video recording

(1) Sony A7S Camera

VIDEO

- Mirrorless Digital
- Full HD video recording with 4K capabilities
- Multiple prime and zoom lenses from 14mm to 600mm
- Multiple Benro and Manfrotto tripods
- Sennheiser MKH416-P48 shotgun microphone with pistol grip blimp and boompole
- Zoom H4N Digital audio recorder
- Rode Video-Mic Pro
- (1) Litepanel Hilio D12 Daylight/High-intensity LED Light
- (2) Ikan IB500 Dual-Color LED Studio Light

GRAPHIC DESIGN PORTFOLIO

2.1

Girls Power Forward

Refer to
RFP DMS-1084
§ IV-C

**Assignment**

Girls Power Forward is an initiative from the WNBA's Seattle Storm Foundation. It serves middle school girls from low-income families with summer programming that equips them to be leaders in their communities and to craft a healthy and active lifestyle. Through hands-on activities, partnerships with other girl-serving organizations, and guest talks from role models in the arenas of business, basketball, politics, and more, girls increase their confidence, self-awareness, ambition, well-being, and personal accountability. Though the programming is very practical in nature, its long-term goal is to spark a revolution in how girls see themselves—and how the world sees girls.

Services Provided

- Branding & Identity
- Logo Design
- Naming
- Tagline

International
Award-Winning
Logo Design

**Outcome**

We designed a logo featuring a lightning bolt icon that suggests energy, taking the lead, action, optimism, a can-do spirit, and aiming high and thinking big. The lightning bolt ties the branding back to the Seattle Storm team. The logo appeals to a middle school audience without being patronizing or childish.

2.1

GIRLS POWER FORWARD, CONTINUED



5 COLOR PALETTE

Be sure to match these exact color values in all of your layouts and designs for the greatest consistency and harmony.



Avoid tints of the orange, which tend to look washed out. You may use tints of the gray. Using a simple 70% tint of black is acceptable for body text.

Use CMYK values for most print designs. Use RGB and HEX values for web and digital designs only. Pantone colors are typically used in commercial offset print jobs that use a limited number of colors, or jobs that are to be screenprinted, such as promotional items.

For the greatest color consistency across all print media, two different Pantone (PMS) values have been provided, one for coated papers and one for uncoated papers. Consult with your print vendor to find out which PMS value is appropriate for your job. When in doubt, provide the coated value.

For jobs like T-shirts and promotional items, and for most jobs on surfaces other than paper, provide the coated PMS value.

2 FILE FORMATS

Look sharp—literally. Pick the right file type every time, and understand image formats like a pro.

VECTOR

Vector images are infinitely scalable. Even at the size of a building, the edges of a vector image are perfectly crisp and smooth. For this reason, use vector file formats whenever possible, rather than bitmap. EPS and PDF files are compatible with many standard office programs, including some in the Microsoft Office suite.

EPS

For all printed items, especially those that are professionally printed. Any time a printer or designer asks you for a logo file, this is the format that you should provide to them.

PDF

Also for printed works. Use the PDF format where it's not possible to use the EPS.

BITMAP

Bitmap images are made of pixels. For this reason, they are not as sharp as vector images, and at larger sizes, you can see the pixelation. They should mainly be used on the web, and they should never be used on professionally printed pieces when it is possible to use a vector format.

JPG

For use on the web.

PNG

For use on the web when a transparent background is necessary. PNG is slightly higher quality than JPG.

GO COLOR VARIATIONS

color variations correspond with the folder organization logo files provided to you.

or logo and its alternate are the preferred the logo—you will rarely have cause to or scheme. In prominent contexts such as or website headers, you must always use or logo. The icon is always orange in the theme.



gts are only to be used when you are narrow color palette, such as a one color promotional item. Make every attempt match the orange and gray colors shown, table to make a close match on ink or color, then you may use black ink or a ground color such as cream, black,



isks for an exact Pantone (PMS) color, her provide the color value from the it section (page 5) or give them a logo etname folder.



GRAYSCALE

The grayscale logos are only to be used on black and white print jobs, such as a newspaper advertisement.



GRAPHIC DESIGN PORTFOLIO

2.2

1 Source

Refer to
RFP DMS-1084
§ IV-C

**Assignment**

1Source is a Veteran- and minority-owned small business providing IT solutions and business strategy to government, private companies, and non-profits. 1Source handles crucial, large-scale federal contracts and needed to convey their experience, confidence, and trust-worthiness. They also wanted to emphasize their priority of service to clients, country, and community.

Outcome

We delivered a full identity overhaul, starting with a new logo. The “1” shapes of the logo’s icon create an energetic, spark-like form that suggests arrows pointing toward a clear direction, a single source. We also created a stationery suite and a small book outlining the company’s core capabilities and values. A boldly-applied color scheme of burnt orange and rich brown avoids the cliché of red, white and blue and helps set 1Source apart from its competitors, as does the use of commanding type treatments and aggressive, full-bleed photography. By alluding to the strength, reliability, and timeless quality of our national monuments, the identity’s photographic imagery suggests 1Source’s commitment to the United States and its enduring values.

Services Provided

- Branding & Identity
- Promotional Campaign
- Print Design
- Marketing Collateral
- Stationery
- Print Production & Management
- Website Design

Budget

- Could not be disclosed due to NDA.

International
Award-Winning
Logo Design



2.2

1SOURCE REBRANDING, CONTINUED



GRAPHIC DESIGN PORTFOLIO

2.3

National Park Foundation

Refer to
RFP DMS-1084
§ IV-C



Assignment

As the National Park Foundation adopted a new identity and began its "Find Your Park" campaign in celebration of the centennial of the National Park Service, they turned to us for the development of their newsletter and direct response packages.

Outcome

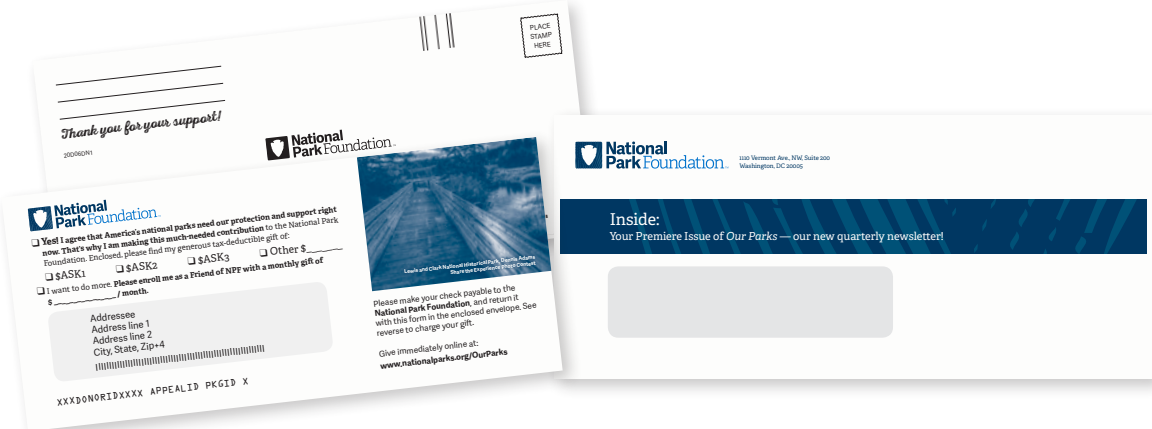
The newsletter features big, colorful photos that prominently showcase the myriad activities that our National Parks have to offer, which connects with the "Find Your Park" campaign's message that there really is a park for everyone. The package is designed to incentive park lovers to renew or increase their financial commitment, patronage, and volunteerism. In addition to the ongoing newsletter project, we also create digital ads and campaigns for social media engagement.

Services Provided

- Original template creation
- Design & layout
- Brand adherence
- Image selections

Budget

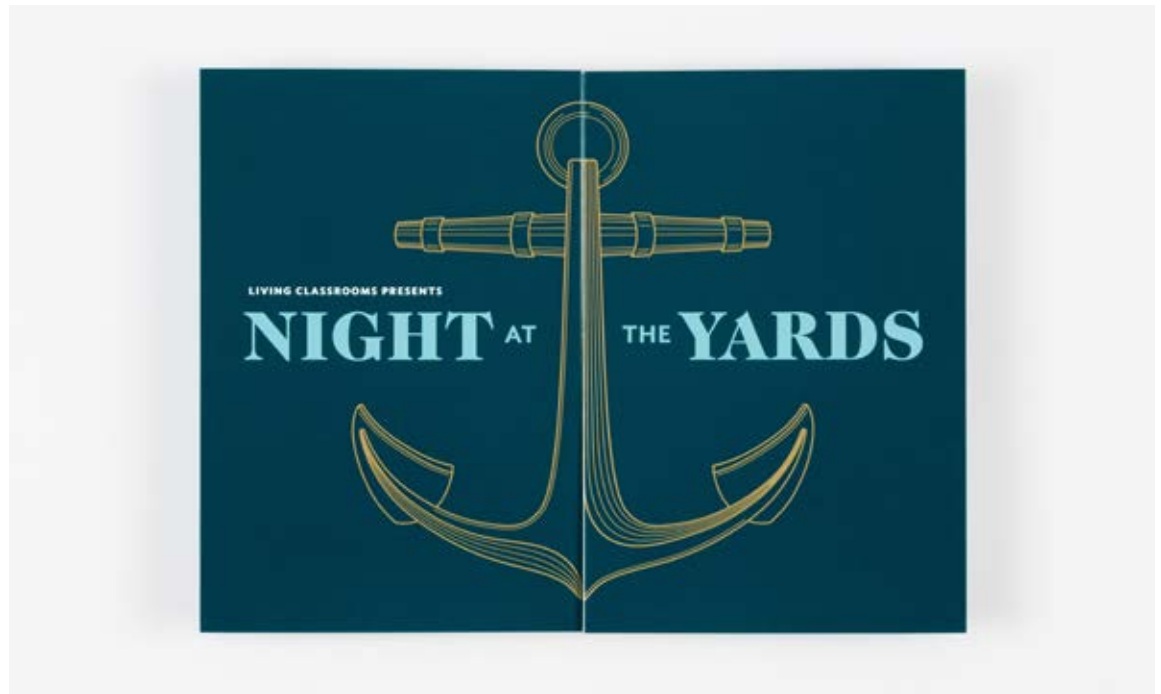
- \$3,750
Graphic design only

NATIONAL PARK FOUNDATION, CONTINUED

GRAPHIC DESIGN PORTFOLIO

2.4 Living Classrooms

Refer to
RFP DMS-1084
§ IV-C



Assignment

Night at the Yards is a benefit gala that supports Living Classrooms, an organization that provides hands-on education and mentorship to children and young adults living in high-risk areas throughout DC and Baltimore. The gala—which features music and food from forty local restaurants—is one of Living Classrooms' biggest and most critical fundraising events of the year.

Outcome

Inspired by the event's location on the historic DC waterfront near the Navy Yard, we created an invitation suite featuring custom illustrations with a nautical theme. A color scheme of sky and navy blue sets off the metallic gold of the illustrations, which—along with the use of various display cuts of Caslon—gives the invitation and reply card an upscale but festive appearance. We also designed a poster and rack card to promote the event.

This award-winning package generated record turnouts, helping Living Classrooms to create highly successful events.

Services Provided

- Original concept creation
- Design & layout
- Illustration
- Invitation package design
- Poster design

International
Award-Winning
Design



2.4

NIGHT AT THE YARDS, CONTINUED



ANIMATION & VIDEOGRAPHY PORTFOLIO

2.5

EleVate SNAP E&T

Refer to
RFP DMS-1084
§ IV-C

vimeo.com/170492264/db51dec0c5

**Assignment**

Elevate SNAP E&T is an exciting and potentially very empowering pilot program for low-income earners seeking employment training. But time and time again, this demographic misses out on such opportunities simply because they didn't know the program existed, or that they were eligible. We helped SNAP E&T cut through the noise and differentiate itself from similar, existing services and clearly demonstrate what it delivers that other services do not.

Outcome

To engage the intended demographic and stand out from a field of bland, bureaucratic videos, we gave the animation completely revamped look with an eye-catching color palette, and stronger, more appealing typographic treatments.

Rather than using a traditional, impersonal, didactic narrator, we employed a voice talent who seemed upbeat, friendly, and affable, like a peer or a friend offering support and advice, a philosophy in keeping with SNAP E&T's personalized wrap-around approach. The video features ADA compliant subtitles, as per the client's needs.

Services Provided

- Storyboarding
- Post Production & Editing
- Animation
- DVD Mastering

Budget

- \$23,200

3.1 What Our Clients Say

We believe design is meant to be personal, collaborative, and thoughtful. Before we even put pencil to paper, we listen. After all, nobody knows your organization and goals better than you. We engage you as a valued partner throughout the process by means of feedback and iteration. We don't just draw pretty pictures. We're good to work with.

"In 30 years of business, I've worked with dozens of graphic designers and design firms; the best by far is Hoon Choi and the Graphite Creative team. What sets them apart isn't just their brilliant, crisp, clean design. Yes, they're spectacular designers, both at the high concept of creating or refining a brand and in the detail, the little things. But, it's their broad business acumen and their high level of customer service that set Graphite Creative apart. Hoon and his team have an uncanny ability to understand what I'm trying to achieve almost before I articulate it. Sometimes it seems like magic but the truth is they take the time to understand their clients' business objectives long before they begin to design. As a result, I get design of exceptional quality that hits the mark, design that makes a difference. And that makes Graphite Creative one of my most valued business partners."

WALTER LUKENS • PRESIDENT
THE LUKENS COMPANY • ARLINGTON, VA

"Graphite Creative understands the importance of brand identity. When our Fortune 500 healthcare client was looking to create a new logo we turned to Hoon. Graphite Creative listened to the clients story, understood their complex messaging challenges and created several logo options that conveyed the proper image we were looking to project in our new campaign."

MATT BRINEY • VICE PRESIDENT
EDELMAN DIGITAL
WASHINGTON, DC

"Working with Hoon and team has been a fantastic experience. Their brainstorming is collaborative, lively and insightful and I always eagerly await their 'unveilings' of thoughtful and beautiful design ideas. But, importantly, their design work goes well beyond beautiful. They are not order takers. They think. They always stop to dig deep, analyze, challenge, and provide their sophisticated design point of view to every project. In the end, my client 'Happiness Quotient' always goes through the roof thanks to their passionate, delightful and fun approach to everything they do. They believe in fun—and fun leads to creativity—which, in the end, leads to an outstanding deliverable."

CATHARINE GATELY • FOUNDER
CANTADORA • SEATTLE, WA & WASHINGTON, DC

3.2 References

Refer to
RFP DMS-1084
§ IV-B

We work with clients of all sizes and types. We've helped new businesses get an emerging brand on its feet, and we've worked within the well-established identities of some of the largest NGOs and political organizations in the country. Here are a few of our satisfied customers.

Due to cessation of certain businesses, the following references are provided as broader contacts.

**National Trust For
Historic Preservation**

Graphic Design

Hilary Baar
Vice President of Annual Giving
HBaar@savingplaces.org
202-588-6098

The Watergate Office
Building
2600 Virginia Avenue NW
Suite 1100
Washington, DC 20037

SavingPlaces.org

The Lukens Company

Graphic Design &
Videography

Seth Colton
Vice President
Seth@thelukenscompany.com
703-845-8484

2800 Shirlington Road
Suite 900
Arlington, VA 22206

TheLukensCompany.com

National Park Foundation

Graphic Design

Amanda Teafor
Senior Manager, Direct Response
Ateaford@nationalparks.org
202-796-2493

1110 Vermont Ave NW
Suite 200
Washington, DC 20005

NationalParks.org

**Virginia Community
College System**

Videography

Jenny Carter
Director of Workforce Partnerships
& Projects
jcarter@vccs.edu
804-819-1689

300 Arboretum Place
Richmond, VA 23236

vccs.edu

City of Alexandria

Graphic Design

Gretchen M. Bulova
Director
Office of Historic Alexandria
Gretchen.Bulova@alexandriava.gov
703-746-4737

220 N. Washington Street
Alexandria, VA 22314

AlexandriaVA.gov

SCHEDULE A

3.3 Terms, Conditions & Exceptions

Refer to
RFP DMS-1084
§ IV. A. 3

§ VI. Q

§ VIII. F

1. DEFINITIONS
- As used herein and throughout this Agreement:
- 1.1 Agreement means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

1.2 Client Content means all materials, information, factual, promotional, or other advertising claims, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyrights means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 Deliverables means the services and work product specified in the Proposal to be delivered by Contractor to Client, in the form and media specified in the Proposal.

1.5 Designer Tools means all design tools developed and/or utilized by Contractor in performing the Services, including without limitation pre-existing and newly developed software including source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 Final Works means all creative content developed by Contractor, or commissioned by Contractor, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and Contractor’s selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 Final Deliverables means the final versions of Deliverables provided by Contractor and accepted by Client.

1.8 Preliminary Works means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Contractor and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Works.

1.9 Project means the scope and purpose of the Client’s identified usage of the work product as described in the Proposal.

1.10 Services means all services and the work product to be provided to Client by Contractor as described and otherwise further defined in the Proposal.

1.11 Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

1.12 Trademarks means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

1.13 Working Files means all underlying work product and digital files utilized by Contractor to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.

Terms, Conditions & Exceptions (Cont'd)

Refer to
RFP DMS-1084
§ IV. A. 3

§ VI. Q

§ VIII. F

- A. **Final Works.** Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Contractor assigns to Client all of Contractor's Copyrights in and to the Final Works, and Contractor shall deliver to Client all Working Files related to the Final Works. Contractor shall cooperate with Client and shall execute any additional documents Contractor reasonably requested by Client to evidence such assignment, and Client shall reimburse Contractor for Contractor's reasonable time and out-of-pocket expenses in connection therewith in the event that the request is outside the Final Deliverables. Any Preliminary Works or creative ideas designed or produced leading up to the Final Works will remain the property of Contractor. All Final Works which include graphics, photographs, production and manufacturing materials as well as original files (Adobe Creative Suite) and associated attachments created under this contract shall become the property of James Madison University. Any furnished materials shall remain the property of JMU. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- B. **Trademarks.** Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless Contractor from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.
- C. **Client Content.** Client Content, including pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all trademark, trade secrets, patents, Copyrights, and other rights in connection therewith. Client hereby grants to Contractor a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Contractor's performance of the Services and promotional uses of the Deliverables as authorized in this Agreement.
- D. **Third Party Materials.** Intellectual property rights in Third Party Materials shall be owned by the respective third parties. Such Materials may include fonts, photography, images, and other materials. Contractor shall inform Client of all Third Party Materials to be procured by Contractor that Client may need to license at Client's own expense, and unless otherwise arranged by Client, Contractor shall obtain a license for Client to use the Third Party Materials consistent with the usage rights granted herein. Client shall indemnify, save and hold harmless Contractor from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Works at Client's request.
- E. **Insurance.** Contractor will only be able to fulfill insurance coverage listed in the Certificate of Liability Insurance as shown in Exhibit E.
- F. **Termination.** In the event of project termination, Contractor shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Contractor or Contractor's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any additional costs incurred through and up to, the date of cancellation. Client shall pay in addition to the above an early termination fee equal to 25% of the total project fee, and Client shall not have rights to use Deliverables except upon written consent from Contractor provided after such termination.

3.4 Pricing Schedule

Refer to
RFP DMS-1084
§ IV-X

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

Service Requirements

Specific requirements for graphic design services shall include, but not be limited to the following:

	DESCRIPTION	RATE/HR
A	Creative direction that aligns with JMU visual and content branding	\$150
B	Marketing consultation	\$150
C	Design and production for a variety of communications formats	\$150
D	Press checks and other quality control measures as needed	\$150
E	Preparation of templates and content for presentations (PowerPoint and Keynote-based slides)	\$150
F	Preparation of advertisements for print or digital media	\$150
G	Graphics for Web pages (Cascade), not Web page design and production	\$150
H	Multimedia (which may include animation and video)	\$150
I	Project management of the consistency and quality of all materials	\$150
J	Project management	\$150
K	Editorial services	\$150
L	Photography	\$200 DP / \$150 per additonal personnel
M	Videography	\$200 DP / \$150 per additonal personnel
N	Art direction for photography shoots and image selection	\$200
O	Travel costs	\$100
P	Any additional expenses to provide the services requested	\$150

EXHIBIT A

4.1

Original RFP Cover

Refer to
RFP DMS-1084
§ V. B. 1

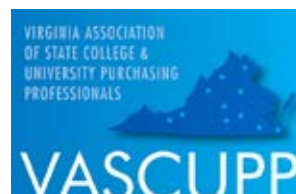


Request for Proposal

RFP# DMS-1084

Graphic Design Services

06/02/2020



REQUEST FOR PROPOSAL
RFP# DMS-1084

EXHIBIT B

4.2

RFP Addendum 1

Refer to
RFP DMS-1084
§ V. B. 1



June 16, 2020

ADDENDUM NO.: One

TO ALL OFFERORS:

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

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

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

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

EXHIBIT C

4.3

Offeror Data Sheet

Refer to
RFP DMS-1084
§ V. B. 4

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.
Years 21 Months 8

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	C O N T A C T PERSON/PHONE #
Nat'l Trust	4 years	Washington, DC	Hilar Baar/202-588-6098
Nat'l Parks Foundation	5 years	Washington, DC	Amanda Teaford/202-796-2493
The Lukens Co.	20+ years	Arlington, VA	Seth Colton/703-845-8484
Direct Response Strategies	9 years	Alexandria, VA	Sean Miller/202-309-2668
Republican Nat'l Comm	20+ years	Washington, DC	Jim Rowley/202-863-8720

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

Hoon Choi

Owner/Managing Member

2715 Mount Vernon Ave

Alexandria, VA 22301

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:

EXHIBIT D

4.4

SWaM Utilization Plan

Refer to
RFP DMS-1084
§ V. B. 4

ATTACHMENT B

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

Offeror Name: Hoon Designs, LLC dba Graphite Creative **Preparer Name:** Hoon Choi

Date: July 13, 2020

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

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

If yes, certification number: 693768 Certification date: July 10, 2020

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

If yes, certification number: Certification date:

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

4.4

Refer to
RFP DMS-1084
§ V. B. 5

EXHIBIT D (CON'T)

Graphite Creative is SWAM certified as Small Business Enterprise, Minority-Owned Business Enterprise, and Micro Business by Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD). When subcontracting opportunities exist, our freelancers, Lynn Levendusky and Ariel Harwick, are women-owned, sole-proprietor small businesses but, are not certified by SBSD.

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: RFP DMS-1084

Date

Form Completed:

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

Offeror / Proposer:

Graphite Creative

2715 Mount Vernon Ave, Alexandria, VA 22301

703-998-3000

Firm

Address

Contact

Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

EXHIBIT E

4.5

Certificate of Liability Insurance

Refer to
RFP DMS-1084
§ VI. Q



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VW Brown Insurance Service 10380 Old Columbia Road Suite 104 Columbia MD 21046		CONTACT NAME: Mary Beth Pizzi PHONE (A/C, No, Ext): (240) 644-1331 FAX (A/C, No): (410) 696-4145 E-MAIL: mpizzi@vwbrown.com ADDRESS:	
INSURED Hoon Designs LLC d/b/a Graphite Creative and Mount Vernon Loft, LLC 2715 Mount Vernon Avenue, Unit B1 Alexandria VA 22301		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: The Travelers Indemnity Company of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25658 25666	

COVERAGES		CERTIFICATE NUMBER: CL1951449867		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6800689R258	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6800689R258	04/30/2019	04/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP0688R618	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5K331849	04/30/2019	04/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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4.6 Signature Sheet

This Proposal has been submitted in response to RFP DMS-1084, along with Addendum #1, by the James Madison University. This Proposal is valid until 90 days from July 14, 2020.

By signature, I certify that the Proposal as submitted complies with all Terms and Conditions as set forth in RFP DMS-1084 with the exception of items listed under Scheudle A (3.3) of this Proposal.

I agree to abide by all conditions of this proposals and certify that I am authorized to sign this Proposal for the Offeror.

Signature: 

Date: 7/13/20

Name: Hoon Choi

Company Name: Hoon Designs, LLC DBA Graphite Creative

Title: Managing Partner

Address: 2715 Mount Vernon Ave, Alexandria, VA 22301

FIN: 54-1982139

CLIENT

This proposal is accepted by:

Signature:

Date:

Name:

Organziation:

Title:

Address:



June 16, 2020

ADDENDUM NO.: One

TO ALL OFFERORS:

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

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

1. The closing date and time has been extended to July 14, 2020 at 2:00 p.m.

2. Question: Are you waiving the requirement for hard copies, in leu of COVID-19?

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

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

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

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

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

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

Answer: Firms need to work within the RFP document.

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

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

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

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

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

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

Answer: Possibility. This will vary by project.

9. Question: How large is your marketing team?

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

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

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

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

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

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

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

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

Answer: The contractor will need to obtain it.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Dana Simmers

Buyer Senior

Phone: (540-568-5113)

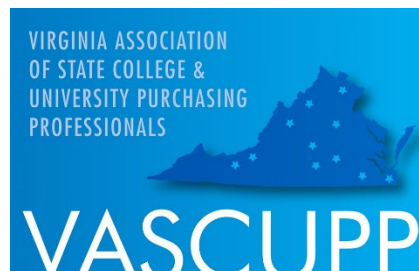


Request for Proposal

RFP# DMS-1084

Graphic Design Services

06/02/2020



REQUEST FOR PROPOSAL

RFP# DMS-1084

Issue Date: 06/02/2020

Title: Graphic Design Services

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

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

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

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

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

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

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

Name and Address of Firm:

By: _____
(signature in ink)

Name: _____
(please print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ☐ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY*: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

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

REQUEST FOR PROPOSAL

RFP # DMS-1084

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I. PURPOSE

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

II. BACKGROUND

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

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

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

A. General

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

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

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

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

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

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

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

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. To Subcontractors:

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

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

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

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

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

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

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

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

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

☐ YES ☐ NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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