# MASTER SERVICES AGREEMENT

# AGREEMENT #C0004035

This Master Services Agreement ("MSA") is made and entered into as of the date the last authorized signature is affixed hereto by Johnson, Inc. dba JMI ("Contractor") and Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, ("VCU"). Contractor and VCU are sometimes referred to as a "Party" and collectively as the "Parties."

# RECITALS

WHEREAS, Contractor provides various copywriting, art direction /graphic design and video production services; and

WHEREAS, VCU desires to use copywriting, art direction/graphic design and video production services on an as-needed and optional-use basis; and

WHEREAS, Contractor is willing to offer copywriting, art direction/graphic design and video production services to VCU in the manner described herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. **CONTRACT DOCUMENTS.** The contract documents are integrated and shall consist of:
  - a) Master Services Agreement
  - b) Appendix II Offeror Response Form
  - c) RFP#: 171187234EC in its entirety (incorporated herein by reference)

All of the foregoing, together, the "Contract"). Should a conflict arise among the foregoing, Master Services Agreement, Appendix II – Offeror Response Form, and RFP#: 171187234EC in its entirety, this MSA shall control.

2. SERVICES. Contractor shall provide copywriting, art direction/graphic design and video production services as set forth in "Conditions of Award" in Appendix II, and any statements of work or similar document later agreed upon between the Parties.

3. ENTIRE AGREEMENT. This Master Services Agreement (MSA), including Appendix II and Appendix III will serve as the complete MSA between Contractor and VCU. The contract between Contractor and VCU (the "Contract") includes this MSA and statements of work (SOW) or other similar documents (collectively, the "contract documents"). In the event of a conflict among the contract documents, the order of precedence will be: this MSA first and then the SOW or other similar documents.

4. TERM and RENEWAL OF CONTRACT. The term of this MSA commences on the Effective Date and ends on August 31, 2025. This MSA will renew upon mutual agreement of authorized representatives for both parties, unless otherwise terminated, under the terms and conditions for two (2) additional two (2) year periods until August 31, 2029.

5. EFFECTIVE DATE. This MSA is binding on the date that the last authorized signature is affixed.

6. FEE. VCU shall pay Contractor a fee in accordance with Appendix II and Appendix III as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with § 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth.* 

7. DEPOSIT. VCU shall not be required to pay a security deposit.

8. TERMINATION. VCU may terminate this MSA with or without cause with sixty (60) days prior written notice to Contractor. VCU shall pay any outstanding fees due for Services performed up to the termination date. If Contractor breaches this MSA, in addition to any other rights or remedies, VCU may terminate this MSA without prior notice.

9. WORK MADE FOR HIRE. VCU is engaging the services of Contractor to provide Services as described herein for or on behalf of VCU. Contractor recognizes and agrees that all work and products that Contractor creates or develops within the scope of this MSA will be Work Made for Hire that belongs to VCU and will remain the property of VCU. VCU will exclusively own, solely and completely, any work, deliverable, process, product, idea, concept, or social media page – whether such may be protected by intellectual property laws or not – that Contractor creates, conceives or develops, in whole or in part, within the scope of this MSA. To the extent that Contractor's work for VCU may not be deemed a Work Made For Hire, Contractor hereby assigns all of its ownership, interest and intellectual property rights in such works completely and exclusively to VCU.

10. INSURANCE. Contractor certifies that it has and shall maintain the following insurance coverages for the term of this MSA and that all such insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- a. 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. VCU must be named as an additional insured and so endorsed on the policy.
- b. PROFESSIONAL LIABILITY. \$1,000,000 per occurrence.
- c. AUTOMOBILE LIABILITY, where applicable. \$1,000,000 combined single limit.
- d. CYBER SECURITY LIABILITY, where applicable. \$5,000,000 per occurrence.

11. CONFIDENTIALITY. Contractor may obtain confidential and proprietary information from VCU during the performance of the services under this MSA. Such confidential and proprietary information may be disclosed in writing, orally or contained via any other media. "Confidential Information" is defined as any information designated as confidential by VCU, including but not limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and the Family and Education Records Privacy Act (FERPA).

Contractor agrees that all Confidential Information shall be held in the strictest confidence and shall not be used for purposes other than its business with VCU. Contractor agrees not to release, copy or discuss in any format any Confidential Information. Contractor shall disclose Confidential Information only to its officers, directors, or employees with a specific need to know who are held to the confidentiality standards of this MSA. Contractor shall not disclose, publish or otherwise reveal any Confidential Information received from VCU to any other party whatsoever, except with the specific prior written authorization of VCU.

Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions of or other media containing Confidential Information within seven (7) calendar days of such request. At Contractor's option, any such documents or other media developed by Contractor containing Confidential Information may be destroyed by Contractor provided that Contractor provides VCU a written acknowledgement that all media containing Confidential Information has been destroyed by Contractor.

12. ADVERTISING. All advertising and promotion materials, whether print or electronic, that display a VCU trademark, logo, or otherwise refers to VCU must be reviewed and approved by VCU's Division of University Relations prior to use. VCU retains all rights, title and interest to its trademarks, logos and other intellectual property.

# 13. LIMITATION OF LIABILITY.

- a. THE TOTAL CUMULATIVE LIABILITY OF VCU, ITS OFFICERS, EMPLOYEES AND AGENTS IN CONNECTION WITH THIS MSA OR IN CONNECTION WITH ANY GOODS, SERVICES, ACTIONS OR OMISSIONS RELATING TO THIS MSA, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED PAYMENT OF THE MAXIMUM PURCHASE PRICE. REGARDLESS OF ANY PROVISION HEREIN, CONTRACTOR SHALL BE LIABLE FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM CONTRACTOR, ITS AGENTS, OFFICERS, DIRECTORS, AND AFFILIATES NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.
- b. Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees and agents in connection with this MSA or in connection with any goods, services, actions, or omissions relating to this MSA.

14. INDEMNITY. Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this MSA. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this MSA. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the *Code of Virginia (Virginia Code*).

15. REGULATIONS. During the performance of this MSA, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer; and (2) Contractor agrees to (a) provide a drug-free workplace for Contractor's employees; (b) post in conspicuous places, available to employees and applicants for employees and contractor's employees; (b) post in conspicuous places, available to employees and applicants for employees, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all

solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (d) 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.

16. FORCE MAJEURE. Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this MSA by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.

17. GOVERNING LAW AND FORUM. This MSA shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. Contractor agrees that all disputes arising under this MSA will be brought before a court of competent jurisdiction located in Richmond, Virginia. VCU does not waive its right to jury trial.

18. SOVEREIGN IMMUNITY. VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth of Virginia are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth of Virginia, including the Virginia Tort Claims Act (*Virginia Code* §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this MSA shall be deemed to be or construed as a waiver of VCU's or the Commonwealth of Virginia's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth of Virginia.

19. ENTIRE AGREEMENT. This Master Services Agreement (MSA) and Appendix II will serve as the complete contract between Contractor and VCU. The contract between Contractor and VCU may include statements of work (SOW), a data protection addendum (DPA), or other similar documents as necessary. In the event of a conflict among the contract documents, the order of precedence will be: this MSA, Appendix II, if applicable, the DPA, SOW, and then the RFP.

20. MISCELLANEOUS. This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The relationship between VCU and Contractor created by this MSA is that of independent contractors. Nothing contained herein shall be construed as constituting any other relationship between VCU and Contractor shall not assign this MSA to another party without the written consent of VCU. The conditions and covenants herein contained shall inure to the benefit of and are binding upon the parties hereto, their personal representatives, successors and permitted assigns. As a registered vendor in eVA and/or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

20. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this MSA shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by

registered or certified mail, return receipt requested, postage prepaid, to the respective Party hereto.

# **Contractor:**

Johnson, Inc. dba JMI Kenneth S. Johnson 7 East 2nd Street, Suite A Richmond, VA 23224 fburruss@johnsonmarketing.com

# VCU:

Virginia Commonwealth University Procurement Services 912 W. Grace Street, 5<sup>th</sup> Fl Richmond, VA 23284 procurement\_services@vcu.edu

IN WITNESS WHEREOF, the Parties to this MSA by their duly authorized representatives have executed this MSA the day and year below.

Virginia Commonwealth University		Johnson, Inc. dba JMI		
Name: Jo	hn McHugh	Name: Kenneth Johnson		
Signature:	John Mcffugh Lebuard 2706/488	Signature: <u> zerneth</u> Johnson 2F70CB3B9B924FA		
Title:	Director, Procurement Services	Title: Mr.		
Date:	3/11/2024	Date:		



# APPENDIX II

# OFFEROR RESPONSE FORM

# RFP 171187234EC - COPYWRITING, ART DIRECTION/GRAPHIC DESIGN AND VIDEO PRODUCTION SERVICES

# **1.** General Information

- A. Contractor Name: Johnson, Inc. dba JMI
- B. Street Address: 7 East 2<sup>nd</sup> Street, Suite A
- C. City: Richmond
- D. State: VA
- E. Zip Code: 23224
- F. Phone Number: (804) 644-8515
- G. Email Address: fburruss@johnsonmarketing.com
- H. Brief history of the firm:

JMI is an independent, strategic, and creative agency based in Richmond, Virginia, with more than 30 years' experience (founded 1993) effectively communicating and marketing to communities in Virginia, the mid-Atlantic region, and beyond. Our mission is to connect brands, cultures, and communities through Immersive Brand Experiences. These experiences are designed to make our clients' brands an unforgettable and integral part of their customers' lives. JMI houses an incredibly diverse mix of brand experts who are known for their collaboration, creativity, diligence, and uncompromised motivation to create customized solutions for their clients' complex marketing challenges. The services provided by JMI and its strategic partners blend industry best practices with cutting-edge solutions to help our clients achieve their goals. Our staff has tremendous experience and speaks the language of brand strategy across all channels, with extensive capabilities in community outreach, grassroots and promotional marketing, digital marketing, web development, media production, public, media, and government relations, cultural sensitivity, DEI initiatives, and philanthropy. JMI has worked with VCU and VCU Health for many years on multiple projects ranging from supplier diversity and workforce development, to marketing and advertising.

I. Client Reference List: (Provide at least one business reference)

Reference Name: Virginia Tourism Corporation	Contact: Rita McClenny, President and CEO
Address: 901 E Cary St 9th floor, Richmond, VA 23219	Phone #: (804) 545-5510

E-mail address: mcclenny@virginia.org

Description and date(s) and services provided: Full service marketing including copywriting, art direction/graphic design, video production, qualitative research and insights, media planning and placement; 1998-Present Experience

J. Experienc

Provide Curriculum vitae, Resumes or capabilities statement for all personnel that may be assigned to the University. Include relevant experience or certifications. You may attach additional pages.

Enclosed on pages 16-22 of the RFP Response are resumes for team members who would be assigned to various VCU projects:

James Warren, Vice President of Brand Strategy Frances Burruss, Director of Account Management Aurica Green, Creative Director Barbara Olwig, Associate Creative Director/Copywriter David Hindeland, Associate Creative Director/Graphic Designer Noel Ritter, Associate Creative Director/Copywriter/Graphic Designer Brelan Hillman, Senior Project Manager Andre' Dean, Senior Vice President

### K. Other

Provide any other information the University should consider in evaluating the firm's proposal:

At JMI, we pride ourselves in understanding our clients' goals and objectives – and those of their consumers and audiences – and helping them reach their desired outcomes. Regardless of the channel, it is ultimately about fostering improved communication and enhanced engagement between a brand or an organization, and the people they serve. We are passionate about ideas, insights, strategy, and execution.

JMI has developed a unique approach designed to build brands people love. Through various methods including community engagement initiatives and storytelling workshops, we first diagnose the emotions of the intended audience through listening. We couple those inclusive insights with rigorous research and collaborative discussions focused on defining success. Then we develop thoughtful brand, creative, communications, and engagement strategies. Once these plans are reviewed, discussed, and finalized, we develop actionable, immersive brand experiences in the form of brand storytelling, experiential marketing, and integrated multichannel campaigns.

# 2. eVirginia (eVA) Registration Status

A. Is Contractor currently  $\underline{eVA}$  registered and active:  $\boxtimes$  Yes  $\Box$  No

### 3. Small, Women, and Minority Owned Business Information: (Complete A-E)

- A. Small:  $extsf{Yes} \square extsf{No}$
- B. Minority-Owned:  $\square$  Yes  $\square$  No
- C. Women-Owned:  $\Box$  Yes  $\Box$  No
- D. Virginia DSBSD Certified: 🛛 Yes 🗌 No
- E. Virginia DSBSD Certification #: 9755

### 4. Conditions of Award

Please check each box below confirming agreement with the conditions of award. Terms that contain a check box must be checked to confirm acceptance.

- A. <u>RealSource</u> Registration
  - The Contractor agrees to maintain or become registered as a vendor within the VCU RealSource Vendor Registration network <u>upon being invited</u> to register.
- B. Detailed Scope of Work

- The Contractor will provide a detailed statement of work prior to any project, summarizing specific services, deliverables, delivery dates and cost without additional terms or conditions requiring VCU signature. VCU has a signatory authority policy that allows only specified individuals to sign contracts.
- C. Purchase Orders
  - The Contractor will accept a VCU issued Purchase Order as the commitment to start a project and will not start work on a project until a Purchase Order is received.
- D. Invoicing
  - The Contractor agrees to invoice in accordance with the procedures outlined on the VCU Purchase Order.
- E. Payment Method (Check the box AND select an option from the dropdown)

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- ACH Paymode-X Premium (Net 20)
- F. Early Payment Discount (EPD): (Check the box AND select an option from the dropdown)

⊠ N/A

G. Fees

The following pricing / fees will be charged for the Services. The fee structure includes rates charged for all personnel or service that may be provided to VCU.

Proprietary information: JMI is a privately-owned company and is invoking the protections of § 34F of the Code of Virginia for all client information included on pages 5 through 14 of this VCU RFP #171187234EC

In providing its Marketing and Advertising services, JMI typically deploys a multi-pronged approach consisting of allocating senior team members and mission critical associates. To complete requested services, JMI will assign and utilize the talents of its Strategists, Account Director, Creative Director, Graphic Designers, Copywriters, Video Producers, and Project Manager. The work completed by these positions will be billed at the blended hourly rate of \$195 per hour.

JMI offers complime tary overage hours per month equal to 5% of estimated monthly hours (TBD by Scope of Work and/or Purchase Order), at which point ouro associated hourly rate of \$195 will apply for the services and resources necessary.

VCU prefers fully loaded rates inclusive of travel and expenses. If travel and expenses must be charged separately, the Contractor must receive written approval from VCU before initiating travel to any VCU campus or location. For travel that is approved in writing by VCU, Contractor shall submit its reasonable out-of-pocket expenses to VCU. Travel expenses must be clearly documented in the form of receipts. VCU shall reimburse Contractor for its reasonable out-of-pocket expenses in accordance with, and limited by, the VCU Travel Guidelines & Procedures. VCU reserves the right to dispute the reasonableness of, and reject, any travel expense. Contractor shall adhere to VCU's current guidance for on-campus visits available at <a href="https://together.vcu.edu/">https://together.vcu.edu/</a>

H. If the Contractor shall be able to provide the goods and services as described in IV. Statement of Needs.

- A. The Contractor's proposal contains proprietary or confidential information.: 🛛 Yes 🗌 No
- B. If Contractor answered "Yes" above, provide additional details.

Proprietary information: JMI is a privately-owned company and is invoking the protections of § 34F of the Code of Virginia for all client information included on pages 5 through 14 of this VCU RFP #171187234EC

Note: See RFP, Section "Confidential / Proprietary Data and Information" for more information.

#### 6. Acceptance

This document will be incorporated into the Master Services Agreement (MSA) between your Firm and the VCU. The contract between your Firm and VCU may include statements of work, a data protection addendum, or other similar documents as necessary. The MSA will have precedence over all other contract documents.

Contractor Name: JMI

Authorized Officer/Signatory: Kenneth S. Johnson

Title: President and CEO, JMI

Authorized Officer/Signatory Email Address: kjohnson@johnsonmarketing.com

Date: 12/20/2023

Electronic Signature: By typing the name of the firm's authorized representative/signatory into the field above, the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. No award will be made without a fully executed MSA.





# Virginia Commonwealth Request for Proposal #171187234EC

Copywriting, Art Direction/Graphic Design, and Video Production Services

Vendor:

JMI 7 East 2<sup>nd</sup> Street, Suite A Richmond, VA 23224 www.wearejmi.com

### Principal Contact:

Frances Burruss Director of Account Management, JMI e: <u>fburruss@johnsonmarketing.com</u> | o: 804-625-3457 | m: 912-661-1444

**This proposal contains proprietary information.** As a privately-owned company Johnson, Inc (dba JMI) is invoking the protections of § 2.2-3700 of the Code of Virginia and § 34 (F) of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth for all client case study information included on **pages 5 through 14 of VCU RFP #171187234EC**. Sections containing proprietary information are clearly identified within the yellow highlighted areas seen below.



# Introduction

JMI appreciates the opportunity to provide VCU with this proposal for Copywriting, Art Direction/Graphic Design, and Video Production. The values that VCU holds dear – accountability, achievement, collaboration, freedom, innovation, service, diversity and inclusion, and integrity – align deeply our company's longstanding commitment to the same.

We are confident that our submission will demonstrate the ability of our team to completely satisfy VCU's requirements for this RFP. In addition, we offer an outstanding team with the capabilities, experience, knowledge, and enthusiasm for a successful engagement.

JMI has worked with VCU and VCU Health previously in various capacities. JMI was engaged to expand VCU's existing supplier diversity program when VCU wanted to increase the number of minority-owned and womenowned businesses in their supplier database. We engaged more than 800 diverse suppliers, conducted supplier diversity lunch 'n learn meetings, assisted with communications plans across VCU departments, and worked to increase opportunities for diverse suppliers. And when DPR Construction, a Top 50 U.S. contractor, needed a blueprint for strategic supplier diversity for expansion of The Children's Hospital of Richmond at VCU (ChoR), they turned to JMI for help in drafting, implementing and executing their plans.

On the creative side, as you'll see in more detail below, JMI has had a long-standing partnership with VCU Health and ChoR, providing a broad range of creative services, including those sought by VCU in this RFP.

Prior to her retirement, Cynthia Schmidt, former Chief of Marketing for the Department of Strategy & Marketing at VCU Health said, "Throughout the course of our longstanding relationship, JMI's own involvement in the community and their unique approach to minority-focused outreach and engagement have allowed VCU Health to make stronger connections with the communities we serve. JMI's knowledge of our target audiences, research and insights capabilities, and their strategic and creative expertise offer the support we need to continue to elevate the voice of VCU Health as we work to preserve and restore health to all members of the Richmond community. The account management team at JMI is effective, thorough, and detail-oriented, and the agency's strong relationships with media have helped to maximize exposure of our messaging to target audiences."

We hope that you too will find that JMI is the kind of company you would want to serve VCU's needs. We appreciate your efforts in considering our submission. Naturally, we welcome any questions you and your team may have. We look forward to the opportunity to support VCU in a new capacity.

# About JMI

JMI is an independent, strategic, and creative agency based in Richmond, communicating and marketing effectively to communities in Virginia, the mid-Atlantic region, and beyond since 1993. We connect brands, cultures, and communities. From Virginia Tourism Corporation's heart and soul to John Deere's horsepower, to the shining stars at the Big Dipper Innovation Summit, we've been excelling at turning client challenges into success stories for more than 30 years. Across the nation, the region, or the boulevard ... driving conversion through connection is our sweet spot.

Our initial approach with clients is deceptively simple. We listen. We ask. Then we listen some more. Our goal is to gain a deep understanding of our clients' needs and objectives, challenges, and opportunities – and any hurdles that might stand in their way. That deep understanding is then broadened to identify the needs and experiences of the audiences our clients want to engage.

JMI has extensive experience using traditional market research to inform strategy, planning, and campaign development. We further enhance our research with a unique consumer insights platform Share More Stories (SMS) and their SEEQ (Stories to Engage, Explore, Question) sessions, through which the power of storytelling melds with the power of machine learning to reveal the drivers of human behavior and decision making.

Using the SEEQ findings, we develop key insights, targeted strategies, and creative multi-channel solutions that compel a target audience to respond. By crafting communications with content that resonates for specific audience segments, we deliver the differentiation that sets our clients apart and elevates their brand.



Our track record of measurable, results-driven success is supported by the comprehensive and disciplined methodology we apply to every assignment, utilizing strong project management practices, proactive and responsive account servicing, and communication principles – applied internally and externally – that ensure roles and responsibilities are understood and deliverables met, no matter how often client plans change.

Ensuring client success is a part of our DNA. Through intentional outreach, we serve as an extension to our clients in their markets through engagement at the local, regional, and global levels. We are nimble, versatile, and scalable.

JMI houses an incredibly diverse mix of brand experts who are known for their collaboration, creativity, diligence, and uncompromised motivation to create customized solutions for their clients' complex marketing challenges.

As a team of tight-knit, passionate thinkers, creators, and doers, JMI and its strategic partners blend industry best practices with cutting-edge solutions to help our clients achieve their goals.

We have proven capabilities in all avenues of service VCU is seeking from a marketing services vendor, including:

- Data gathering, market research, and analysis
- Development of communications concepts, messaging, planning, and budgets
- Creative services (creative platform, copywriting/messaging, graphic design, development, and execution)
- Strategic planning, management, and process (including crisis communications)
- Media planning and buying across all channels (including traditional, digital, and social)
- Multi-media design, including video and audio production
- Digital and social media, planning, content, and marketing
- Experience design and activation
- PR, media relations and issues management
- Foreign language translation and transcription services for print, digital and broadcast media

With full-service agency resources, we specialize in the following areas of expertise:

- Audience and User Insights
- Brand and Creative Strategy
- Communication and Engagement Strategies
- Stakeholder Engagement
- Community Relations
- Diversity, Equity, and Inclusion
- Multi-Lingual, Multicultural Integrated Campaigns
- Experiential Marketing
- Digital Marketing

# **Description of JMI Services**

JMI is well equipped to support and/or perform a range of communications functions in collaboration with VCU, including include branding, creative concepting, multimedia production, planning and placement of broadcast, digital, social, print and out of home promotion, outreach programs, and digital strategies. The approach and methodology below, supported by the review of our capabilities and client case studies to follow, outlines services JMI can use to support VCU in copywriting, art direction/graphic design, and video production.

We have been actively engaged in the communities of the Commonwealth for more than 30 years. Our experiences with government programs, economic development projects, local and regional tourism, and municipal and private capital investment projects give us the breadth and depth of experience necessary to appreciate and embrace the opportunities and challenges related to working with organizations like VCU that are dedicated to the success and well-being of students, patients, faculty, staff, and the community.



Additionally, we have taken on various passion projects that have all been used to improve the health and wellbeing of residents of the Commonwealth, foster community pride, and lead to greater visibility of the area. We do these projects because we love Virginia.

We understand that an engaged community has a direct impact on the health, standard of living, and economic well-being of municipalities. While organizations and community leaders implement new projects to improve the well-being of citizens, finding effective ways to communicate these assets can be a challenge. JMI meets this challenge through a process that results in:

- Value proposition and brand strategy
- Messaging and communications plans
- Media campaign strategies and plans

To create a baseline for our recommendations, we assess current branding, marketing, and communicationsrelated efforts (if available) and seek input from key stakeholders in the form of strategic planning sessions. Then, through research and extensive review of existing research, we look to truly understand the client and the value proposition of the brand to help us create the brand experience. These experiences are created through concerted actions to disseminate messages using multiple communications channels and are designed to make each client's brand an unforgettable and integral part of their community.

As an introduction to the client case studies featured below, the following client-services matrix gives an overview of services JMI has delivered to some of our clients in each of the areas in which VCU is seeking support.

Client	Copywriting	Art Direction/ Graphic Design	Video Production
Alliance for Building Better Medicine			
Big Dipper Innovation Summit*			
Children's Hospital of Richmond at VCU*			
Commonwealth of Virginia Office of DEI*			
Community Foundation for a greater Richmond			
Confidential Fortune 100 Consumer Goods Company			
Dominion Energy			
Indivior*			
John Deere			
Richmond Jazz and Music Festival*			
Robins Foundation			
VCU Health*			
Virginia Department of Transportation			
Virginia Tourism Corporation*			

\*Detailed case studies and creative examples provided below.

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Proprietary information: JMI is a privately-owned company and is invoking the protections of § 34F of the Code of Virginia for all client information included on pages 5 through 14 of this VCU RFP #171187234EC



# Client Case Studies - Copywriting

Virginia Tourism Corporation – Heart & Soul Campaign

Examples of the online itineraries are linked below, all written and created by JMI for VTC:

- Rich with Black History, visit Richmond for a weekend well spent (Link)
- Charlottesville: A lot to see and do (Link)
- Spend a history-packed weekend in Fredericksburg (Link)
- Surf, sun and soul in Virginia Beach (Link)
- Enjoy the new and old in Newport News (<u>Link</u>)
- Harrisonburg: The Friendly City (Link)

VCU Health – Community Health Campaigns



VCU Health Radio

"Unwavering Care." :60

VCU Massey Cancer Center is the Virginia leader in unwavering care for colorectal cancer.

It's the third leading cause of death from cancer in the US and those numbers are higher in the Black community.

March is Colorectal Cancer Awareness Month, so let's focus on what you can do to prevent it.

Talk to your health care provider about your level of potential risk for colon cancer and select the best screening test for you.

Avoid the main factors that increase your risk like lack of regular physical activity, having an unhealthy diet, being overweight or obese, unhealthy alcohol use, and smoking.

Most importantly, get screened routinely, beginning at age 45. Regular screening can prevent up to 90% of these cancers from ever occurring.

Whether you're faced with a diagnosis of colorectal cancer or need help with screening, evaluating, and reducing your risk, VCU Massey Cancer Center is committed to unmatched care for you, your family and your community.



VCU Health Radio – April 2023 "Unending Gift." -60

VCU Health Hume-Lee Transplant Center has become an unparalleled world leader in pioneering living donor organ donations.

This April is Donate Life Month; a month where one heroic act can give the greatest gift possible – the gift of life.

Every 9 minutes another person is added to the national transplant waiting list, and 85% of those patients are in need of a kidney.

But you can give an unending gift by being a living donor. Consider donating a kidney to a much-needed recipient – maybe your child, spouse, a family member, or even a friend.

After donation, the organ donor's remaining kidney will enlarge, doing the work of 2 healthy kidneys.

Donating a kidney offers an alternative to years of dialysis, reduces the wait  $\underline{time}$  and can literally save a life.

VCU Health Hume-Lee Transplant Center – committed to unmatched care for you, your family, and your community.











# Client Case Studies – Art Direction/Graphic Design (cont'd)

# Indivior

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The full version of the brochure can be viewed on our website (link to WeAreJMI) and here (link to issuu).



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# Client Case Studies – Art Direction/Graphic Design and Video Production

# Richmond Jazz and Music Festival

<complex-block>

CLICK TO VIEW the 2023 RJMF artist line up video.



CLICK TO VIEW the 2017 RJMF artist line up video





# Childrens Hospital of Richmond at VCU (ChoR) – UCAN Campaign

JMI created two :60 informational videos for use on web and social – Sean's Story and Kayla's Story – using strong calls-to-action to increase participation in UCAN.

Both videos can be found on the ChoR website or via the links below to VCU Health's YouTube channel.

### Click to view Kayla's Story

# Click to view Sean's Story





# Indivior

The OUD video can be found on our website (link to WeAreJMI), or via the link below.

# CLICK TO VIEW VIDEO



**Opioid Use Disorder (OUD)** 



# Client Case Studies – Video Production (cont'd)

# Richmond 2015 UCI Road World Championships



# CLICK TO VIEW VIDEO



JMI



Videos produced for the 2023 Summit can be found on our website (<u>link to WeAreJMI</u>), and on our <u>YouTube channel</u>.





# The JMI Team

JMI's current total number of employees and contractors is 20 and, as is true for all agencies, our firm grows to accommodate program needs, scaling as the programs scale. We research markets, and consumers/audiences, and when we need to, we partner locally. JMI can execute well thought out, effectively researched campaigns at any level.

We have worked on multiple campaigns of all sizes for clients including VCU Health, ChoR, Dominion Energy, Virginia Department of Transportation, John Deere, Virginia Tourism Corporation, Virginia Union University, a confidential Fortune 100 Consumer Goods company, and many more.

Our team is fortunate to be driven by a leader who understands the power of diversity to strengthen the strategic and creative capabilities of a team. We are a team that embraces, supports, and models diversity of all types including racial, LGBTQ+, and people with disabilities.

JMI fully supports our clients' commitments to embrace Diversity, Equity, and Inclusion and to help them build on their DEI commitments, we work with clients to develop authentic and inclusive messaging and visuals using lessons learned from our DEI experience. For example, for the Governor's Office of Diversity, Equity, and Inclusion (ODEI), we helped develop the ONE Virginia Plan which prioritizes diversity, equity, and inclusion in support of initiatives across the various secretariats of the Commonwealth of Virginia and for higher education and businesses. For the Virginia Tourism Corporation (VTC), we created the Heart & Soul campaign that increased awareness of the diverse offerings in Virginia, engages meaningful relationships between the Black travel community and Virginia, and reframes and strengthens positive perceptions of Virginia while increasing visitation and tourism spending.

Key Personnel/Role	Title	Years at JMI
James Warren, Strategic Lead	Vice President of Brand Strategy	8
Aurica Green, Creative Strategy Lead	Creative Director / Senior Art Director	7
Frances Burruss, Account Director	Director of Account Management	7
Brelan Hillman, Project Manager	Senior Project Manager	10
Barbara Olwig, Creative	Associate Creative Director	3
Noel Ritter, Creative	Associate Creative Director	4
Andre' Dean, Procurement, Billing, Tracking	Senior Vice President	15

The following personnel would be assigned to various VCU projects:

Qualifications and experience of these personnel are detailed in their resumes, beginning on the next page (page 16) of this RFP.



# James Warren, Vice President of Brand Strategy, JMI

James Warren is an expert marketer, passionate storyteller and dynamic organizational leader with a startup mindset, a strong track record of business and organizational development, and a keen ability to develop and implement brand strategy, based on deep experience in brand management and corporate communications.

# **Work Experience JMI, Richmond, VA** *Vice President, Brand Strategy* 2018 – *Present Senior Director, Brand Strategy and Communications* 2015 – 2018

- Facilitate the development of insights to drive brand strategy
- Oversee development and implementation of brand engagement campaigns
- Manage strategic business development efforts for the agency

# Share More Stories, Inc., Richmond, VA Founder & CEO 2014 – Present

- · Led development and launch of new company from ground up
- Developed digital storytelling platform to build community and engagement, featured in Lean Startup's 2015 Conference
- In partnership with Johnson, Inc., developed brand and organizational brand story sharing solutions for clients

# Altria Group, Inc., Richmond, VA and New York, NY Brand Management, Sales and Corporate Communications 1997 – 2014

- Led development of first Brand Management Leadership Experience
- Member of team that identified, developed, and commercialized new business opportunities
- Oversaw development and launch of company's first two non-cigarette brands
- Led promotional strategy for Marlboro
- Led dynamic business growth and organizational transformation in the Mid-Atlantic Sales organization

### **Other Experience and Professional Affiliations**

- Sponsorship Experience Manager for TEDxRVA 2015 2017
- Advisor, Enactus at University of Virginia's McIntire School of Commerce 2014 2017
- Volunteer, MEGA Mentors 2014 2016
- Member, Advisory Panel of Virginia Commonwealth University's Sales Manager Forum 2012 2014
- Faculty member, Altria Group Leadership Journey for New Managers 2011 2013
- Member, Board of Directors, Altria Companies Employee Community Fund 2010 2014
- Member, Board of Directors, North Richmond YMCA 2004 2006
- Vice Chair, Philip Morris Companies African American Employee Council 2001 2002
- Committee Member, Philip Morris Employee Fund 1999 2003
- Past guest lecturer at UVA's Darden School of Business and McIntire School of Commerce

### Education

Princeton University, Economics and Literature (undergraduate study) Columbia University, Creative Writing (undergraduate study) University of Richmond, Marketing (professional study)

University of Indiana, Brand Management Forum (professional study)



# Aurica Green, Executive Creative Director, JMI

Aurica Green is a creative director with a passion for creating innovative, original communications and marketing applications for clients that yield success and genuine interest from consumers.

### Work Experience

**JMI, Richmond, VA** *Creative Director 2017 – Present* Responsible for marketing, branding, and communications for VCU Health, VDOT and Dominion Energy. Manages internal creative department and works with external partners to produce work.

**Doner Advertising, Detroit, MI** *Creative Director 2013 – 2015* Led teams to develop consistent brand look and voice in communications including POP, TV ads, packaging, web site, and online ads for Smithfield Foods. Directed teams in the creation of TV ads, digital boards and online communications for Simply Orange Juice. Worked with teams to re-emerge JCPenney through TV ads, print and innovative communications such as concerts and fashion shows with the goal of increasing their stock value. Other clients included Art Van Furniture, ADT, AAA, Highmark, and Children's Mercy Hospital.

**Aurica Green Advertising, Richmond, VA** *Owner, Creative Director 2011 – 2016* Functioned as a creative consultant formulating branding and strategic platforms. Executed art direction, design, illustration, copy development and implementation of ideas for advertising, social media, digital, collateral, and direct response marketing with emphasis on optimizing results for clients. Clients included Doner Advertising, The Martin Agency, Siddall Communications, West Cary Group, Big River, Punch, Huntsinger & Jeffer, Merrill Lynch, Wells Fargo, GRAP and BDC Capital Management.

**The Martin Agency, Richmond, VA** *Associate Creative Director, Senior Art Director 1996 – 2011* Oversaw creative development for Saab, UPS, and TLC Laser Eye Centers. Other clients included Sprint, Residence Inn, Charles Schwab, TV Land, Target, Seiko, Geico, Delta Faucets, Discover Card, Walmart, and Tylenol. Developed international sales program allowing customization by country for Saab. Originated Loyalty Retention Program targeting Saab owners, leading to high level of repeat purchases. Created co-op advertising for Better Homes & Gardens products, offered through Walmart, that outsold projections.

**Freelance Art Director** *1993* – *1996* The Martin Agency, Earle Palmer Brown, Siddall, Lawler Ballard, and Anthem Blue Cross Blue Shield.

**Huntsinger & Jeffer** Associate Creative Director, Senior Art Director 1990 – 1993 Managed the creative department. Responsible for developing advertising and marketing. Clients included American Express, Children's Fund, Ford's Colony and Kemper Financial. Responsible for elevating the level of creative excellence and maintaining strong ROIs while ensuring client satisfaction.

### **Honors and Awards**

- Guest teacher for several professors at VCU's Mass Communication Department and Brand Center
- Published in Communication Arts, Print Magazine, Art Directors Annual and Graphis
- Other awards include Mobius, Caples, Addys, The Richmond Show and The Echo Awards



# Frances Burruss, Director of Account Management, JMI

Results-driven account director with a multi-disciplinary background in advertising, branding, marketing and public relations, and a successful history of guiding internal, cross-functional teams to meet client goals and as a liaison between clients and agency creative, account, and project management teams.

# Work Experience

# JMI, Richmond, VA

Director of Account Management 2017 - present

- Development and implementation of marketing, communications strategy, and plans
- Management of campaign execution, planning and coordination Collaboration with creative team
- Assistance with business development efforts
- Industry research and analysis and development of client presentations

### Joselove-Filson Advertising, Inc., Savannah, GA

Senior Account Manager 2006 – 2017

- Development and execution of strategic marketing, PR, and branding solutions to deliver measurable results to a diverse array of clients
- Project, account, and communications management
- Media research, buying, planning and direction
- Creative direction
- Budget Management
- Radio and TV copywriting, and production management

# Longwater & Company, Inc., Savannah, GA

Account Executive | Media Buyer 1998 – 2006

- Project and budget management
- Client and media relations
- Creation and implementation of corporate communications and PR programs
- Research, negotiation, purchase and placement of local, national and international print, digital and broadcast media
- Production coordination and asset management

### Gulfstream Aerospace Corporation, Savannah, GA

Independent Marketing Consultant 2005

• Creative consultation, copywriting, and editing of a 15-piece brochure series introducing GS-series aircraft

### Education

The University of North Carolina at Chapel Hill



# Brelan J. Hillman, Senior Project Manager, JMI

Strategic marketing and communications leader with a proven track record of steering brands and organizations to success through innovative strategies. Skilled in planning and executing cross-functional campaigns, inspiring teams for efficient project delivery, and bringing diverse experiences to the table. From creating impactful communication deliverables and curating nationally recognized events to building innovative digital products and spearheading strategic stakeholder engagement initiatives, Brelan brings a comprehensive and dynamic skill set to drive organizational excellence.

# Work Experience

# JMI, Richmond, VA

Project Manager, 2015 – Present

- Spearheaded advisory efforts for Deere & Co. in the development of the "Gaining Ground: The Fight for Black Land" documentary in collaboration with Al Roker Entertainment
- Curates content and programming for the inaugural Big Dipper Innovation Summit, overseeing the creation of a sizzle reel and seven conference segment episodes
- Successfully executes comprehensive project plans for a mid-six-figure (annual) digital advertising campaign, achieving a 248% increase in website visits in 2020 YoY, a 138% increase in 2021, and approximately 1.3 million visits in 2022, reflecting a 63% increase
- Orchestrates brand identity and digital platform development through collaboration with cross-functional and multi-agency teams
- Manages the execution of stakeholder engagement initiatives for private and public sector infrastructure projects, contributing to the successful permitting of projects exceeding nine figures
- Served on advisory committee for Harriet on behalf of the Virginia Tourism Corporation
- Directed the 2019 Richmond Jazz and Music Festival lineup release video as the project lead

# Alpine Hammock, Richmond, VA

Digital Strategy Consultant, 2015

- Amplified brand recognition and increased sales through development and execution of digital strategy leveraging paid and organic social and email.
- Developed surveys and engaged consumers to gauge audience preferences for future hammock generations.

# Stamp.fm, Richmond, VA

Social Media Manager, 2014 – 2015

• Developed and implemented social media strategies to enhance Stamp.fm's digital presence by spreading awareness to up and coming artists, fans, and writers on Facebook, Twitter, Instagram, and Google+; increased Twitter following by 42% and increased daily Facebook reach by 50%.

# Green Rainbow Revolution (GRR), Richmond, VA

Social Media Strategist, 2014 – 2015

- Organized and executed targeted digital outreach strategies on GRR's various social media platforms
- Produced original content for the GRR blog and curated relevant links for dissemination via Twitter and Facebook; expanded Twitter following by over 1900% via the addition of 1000+ followers

# EDUCATION

Duke University, A.B. in United States History, and a secondary field in African and African American Studies





# Barbara J. Olwig, Associate Creative Director, JMI

Barbara Olwig brings deep experience in strategic marketing, communications, and brand management along with an ambidextrous skill set that includes writing, design, and strategic development.

### **Work Experience**

**JMI, Associate Creative Director,** Richmond, VA + Virtual | *July, 2021* Applying unique skill set to create meaningful solutions for a range of clients

**FIREBRAND CREATIVE**, **Principal**, Richmond, VA + Virtual | 2019 to 2021 FireBrand Creative provides comprehensive creative marketing services, from developing or refreshing a brand story to ensuring that the story is reflected in all consumer touchpoints, across all channels

**EXPRESS SCRIPTS**, St. Louis, MO + Virtual | 2007 – 2019 Express Scripts is a subsidiary of Cigna and provides pharmacy benefit management. In 2017, it was the 22nd largest company in the U.S.

**Director, Brand Strategy + Creative (2016 – 2019)** Led internal team of writers and designers; introduced new corporate positioning internally and externally; worked cross functionally with multiple teams to develop and produce multiple concurrent projects

**Creative Director (2007 – 2016)** Hired from agency side to turn "art department" into in-house marketing resource and build working relationships of trust with internal clients

**SUMMIT MARKETING, Creative Director,** St. Louis, MO | 2005 – 2007 Managed 15-person team, including art directors, copywriters, designers, and freelancers

**Education** Bachelor of Arts (BA), Journalism, St. Mary-of-the-Woods, Terre Haute, IN Associate of Arts (AA), Graphic Design & Illustration, St. Louis Community College, St. Louis, MO

**Certification** Certified Digital Marketing Professional, Digital Marketing Institute PCM®–Digital Marketing, American Marketing Association



### Noel Ritter, Associate Creative Director, JMI

As the Associate Creative Director overseeing copy, Noel sets the tone and voice for JMI's campaigns. He relishes the chance to tell unique, interesting, and powerful stories for his clients.

### Work Experience

**JMI, Richmond, VA** *Associate Creative Director 2019 – Present* Responsible for marketing, branding, and communications for VCU Health, Robins Foundation and Dominion Energy. Manage internal creative department and work with external partners to produce work.

VCU, Richmond, VA Creative Director/Art Director/Copywriter 2016 - present Freelance and Consultant

**VCU, Richmond, VA** *Adjunct Instructor 2010 – 2017* Classes covered a range of topics, including lateral thinking, visual problem solving for art directors, and pushing ideas through execution & production.

Big River Advertising, Richmond, VA Associate Creative Director, Copywriter, Art Director 2010 – 2014

Cramer-Krasselt, Chicago Senior Art Director, Associate Creative Director 2004-2010

Chicago Portfolio School, Chicago Adjunct Instructor 2008-2009

The Martin Agency, Richmond, VA Art Director, Copywriter 1995 – 2004

DuPont, Richmond, VA Graphic Designer





# André T. Dean, Sr. Vice President Corporate Strategy, Diversity and Inclusion, JMI

Executive with more than 15 years of financial and business planning experience. Expertise in detailed analytics. Professional in positioning companies as top industry competitors.

# Work Experience

# JMI, Richmond, VA

Senior Vice President, 2008 – Present

Oversees all financial and business support centers and works directly with CEO to provide corporate leadership and management.

- Develop and implement business strategy and plans
- Collaborate across company's functional groups including PR, Events, Operations and Administrative
- Manage JMI's affiliate companies to further the organization's business objectives and drive opportunities to successful completion

### Norfolk Equipment Company, Chesapeake, VA

*Co-Owner, Vice President, Sales and Finance 2004 – 2008* Owned and operated three locations throughout the state.

- Completed leveraged buyout of Komatsu and Club Car material handling equipment dealership in Virginia
- Managed 44 employees
- Grew sales organically by 67%
- Voted 5 of Top 25 Businesses by the Hampton Roads Chamber of Commerce
- Sold business in winter of 2008

### The Obsidian Network, L.L.C., Chesapeake, VA

Co-Founder, President, Chief Operating Officer 2000 – 2008

Established Holdings Company consisting of three smaller companies: Obsinet.com, an internet service provider; Obsidian Consulting, a general business consultancy; Obsidian Capital, a private investment entity.

Responsible for daily operations of each business

### Education

The University of Virginia

• BS, Commerce with a double concentration in Finance and Marketing



# APPENDIX A Proprietary Information

**This proposal contains proprietary information.** As a privately-owned company Johnson, Inc (dba JMI) is invoking the protections of § 2.2-3700 of the Code of Virginia and § 34 (F) of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth for all client case study information included on **pages 5 through 14 of VCU RFP #171187234EC**. Sections containing proprietary information are clearly identified within the yellow highlighted areas seen on those pages.