



V i r g i n i a C o m m o n w e a l t h U n i v e r s i t y

Request for Proposals

RFP # 3302197CA

RFP Name University Strategic Tuition and Fee Pricing Analytical Services

Date October 6, 2009



A VASCUPP Member Institution

REQUEST FOR PROPOSALS RFP #3302197CA

Issue Date: October 6, 2009
Title: University Strategic Tuition and Fee Pricing Analytical Services
Issuing and Using Agency: Virginia Commonwealth University
Attention: Chantal Andrews
10 S 6th St., 2nd Floor
POB 980616
Richmond, Virginia 23298-0616
Period of Contract: From the date of award through project completion.

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on November 5, 2009.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-0663, VOICE TDD: (800) 828-1120

This solicitation & any addenda are posted on our website at: http://www.vcu.edu/procurement

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT AND PAYMENT ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT AND PAYMENT.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT AND PAYMENT, 10 S 6TH ST., 2nd FLOOR, RICHMOND, VA 23219. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

NAME AND ADDRESS OF FIRM:

Form fields for firm information including Date, By (Signature In Ink), Name Typed, E-Mail Address, Title, Telephone, Fax Number, Toll free, DUNS NO., and FEI/FIN NO.

Form fields for business certification including MINORITY-OWNED BUSINESS, WOMEN-OWNED, REGISTERED WITH eVA, SMALL BUSINESS, and DMBE CERTIFIED.

THIS SOLICITATION CONTAINS 43 PAGES.

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I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to establish a contract with one (1) qualified company, to conduct an analysis of strategic tuition and fee pricing options, for Virginia Commonwealth University, herein after referred to as "VCU," an agency of the Commonwealth of Virginia.

II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

III. THE UNIVERSITY:

Virginia Commonwealth University is ranked nationally by the Carnegie Foundation as a top research institution in the United States. With more than 29,000 students, VCU is the largest public urban doctoral-granting university in Virginia. The university offers 181 certificate, undergraduate, graduate, professional and doctoral programs in 15 schools and one college. It is also home to one of the nation's leading academic medical centers.

VCU ranks among the top 100 universities in the country in sponsored research, with more than \$200 million in sponsored programs during fiscal year 2005. Twenty of the university's graduate and professional programs are ranked among the best in the nation in *U.S. News & World Report's* "America's Best Graduate Schools." These include the number one ranked sculpture and nurse anesthesia programs.

VCU has a full-time instructional faculty of 1,700 -- many of them nationally and internationally recognized for excellence in the humanities, arts, sciences, engineering, education, social work, business and all of the health care professions. Dr. John B. Fenn, research professor in the department of chemistry and affiliate professor of chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

VCU Life Sciences is developing as a university-wide discipline that builds upon the university's traditional scientific strengths in the biological sciences, basic biomedical sciences, patient care, biomedical engineering and biotechnology. VCU Life Sciences is comprehensive in its involvement of all levels of students in the study of life sciences, from freshmen to students in

the professional programs to Ph.D. candidates, and integrates diverse disciplines from all over the university, including the academic medical center as well as arts and humanities.

The Virginia Commonwealth University Medical Center stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians -- a 600-physician-faculty group practice, and the health sciences schools of Virginia Commonwealth University. The VCU Medical Center offers state-of-the-art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level 1 Trauma Center. As a leader in healthcare research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

VCU's nationally recognized theatre, music and dance programs offer more than 365 concerts, performances and recitals a year. The VCU Anderson Gallery showcases regional art as well as work by international artists.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the VCU School of Engineering and the Virginia Biotechnology Research Park. With the completion of the new Philip Morris Research and Technology Center, the Park will be two-thirds developed and encompass more than 1.2 million square feet of space in nine buildings that house more than 2,000 scientists, researchers, engineers and technicians in fields that include drug development, medical diagnostics, biomedical engineering, forensics and environmental Analytical.

VCU is an economic engine in the greater Richmond area. The university and its medical center have combined budgets that exceed \$1.5 billion. Together, VCU and the VCU Medical Center are the largest-single employer in the Richmond area with about 9,800 full-time and 5,500 part-time employees. Two-thirds of VCU's 110,000 alumni also live and work in Virginia.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in basketball, baseball, golf, men's soccer and men's and women's tennis.

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 or other contractual opportunities. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

IV. **STATEMENT OF NEEDS:**

A. **Background Information:**

1. The objective of the analysis is to help VCU frame decisions about tuition that will take effect in the 2011-12 academic year.
In this analysis strategic pricing should be reviewed in order to determine if the use of pricing – based on cost and market factors – can be used to meet institutional strategic goals, as well as revenue objectives. Goals for VCU's strategic pricing are as follows:
 - a. The new pricing structure should ensure the continuation of an excellent university experience for students.
 - b. Pricing should be consistent with the value of the services as perceived by students, parents, and Virginia citizens.
 - c. Pricing should be consistent with public policy for access and programmatic demand.
 - d. Tuition rates should continue to be attractive for non-residents both for financial stability and student body diversity.
 - e. Tuition structure should be consistent with the breadth of programs necessary for a public urban doctoral-granting university in Virginia.
2. The following principles should guide the analysis and strategies considered:
 - a. Tuition prices should be related to the cost of education as a matter of fairness and good business practice.
 - b. Tuition should be related to demand for courses and programs.
 - c. Cost of attendance should be predictable and clear (truth in advertising) for students, parents, and university employees to interpret.

- d. Pricing should be considered in concert with financial aid policies, so that student choice of program is preserved as much as possible.
 - e. Pricing should reflect VCU's commitment to serve Virginia citizens.
3. Under the current pricing structure, an undergraduate student pays a per-credit charge for each credit taken up to 12, but there is no charge for credits taken between 12 and 18 in a given semester. This pricing structure arguably penalizes students who, because of financial resources or life circumstances, take 12 to 15 credits at a time. In effect, we charge our highest undergraduate full-time per-credit tuition and fee rate to those students taking 12 hours (\$593.08 in-state/\$1,729.08 out-of-state typical Monroe Park Campus), many of whom are non-traditional students or require full-time jobs to support their education. Undergraduate students (typical Monroe Park Campus) able to take 18 credits per semester, by contrast, purchase their credits at \$395.39 in-state/\$1,152.72 out-of-state per credit hour tuition and fees. Part-time tuition and fees for undergraduate students (typical Monroe Park Campus) is \$292 in-state/\$860 out-of-state. A similar situation exists for graduate programs, which has a full-time 9 to 15 credit hour cap. The University's full tuition and fee schedule may be found at: <http://www.budget.vcu.edu/pdf/budgetplan200910.pdf> in Section III.
4. The current tuition structure, coupled with current course withdrawal and refund policies, may fail to discourage capricious course enrollments. Students can register for more credits than they intend to complete, then withdraw without penalty, after the University has committed the resources needed to offer the courses. In aggregate, this problem could be significant.
5. VCU has lost approximately \$40 million in state general fund support over the past three years. Twenty million dollars of that loss is being made up with federal stimulus funding in FY 2010 and is anticipated for FY 2011. Further, it is expected that additional state general fund reductions could be levied later this year. Given the limitations on Virginia's budget, it is unlikely that general fund appropriations will recover. And, although alternative revenue generation strategies are being explored, tuition is the primary source of funding to maintain and enhance the quality of education for VCU's students.

6. Consistent with VCU's principle of minimizing fees for cost transparency, tuition pricing strategies are the primary vehicles to be considered. The following strategies are identified as potential changes to VCU's current tuition model. Some of these strategies are already used, but revising the specific parameters may be appropriate. The strategies are not necessarily mutually exclusive.

Strategy	Description
Per Credit Pricing	VCU currently charges a per credit tuition rate up to 12 semester undergraduate credit hours and for each credit over 18. Students enrolling in the window between 12 and 18 credits pay a flat full-time rate. The window could be reduced or eliminated entirely in favor of a per credit hour rate. This strategy could be employed at both the undergraduate and graduate levels.
Undergraduate/ Graduate Differential	VCU currently charges a differential rate between undergraduate, masters, and doctoral tuition. A greater or lesser differential may be considered.
Undergraduate Upper/ Lower Division Differential	VCU does not currently charge a different tuition for lower and upper division courses, but there is a difference in the cost to deliver the courses.
Masters/ Doctoral Differential	VCU currently charges a different tuition for masters and doctoral graduate students.
Resident/ Non-Resident Differential	VCU currently charges about 2.9 times as much for undergraduate non-resident tuition and fees (typical Monroe Park Campus) as it does resident tuition and fees. The Commonwealth requires that non-residents pay at least 100 percent of the cost of their education.
Program Differential	VCU currently has some schools that charge a different tuition rate than the typical rate and/or charge specific majors, course and program fees.
Delivery Method Differential	Differentials could be charges for classes delivered in unique ways, including laboratory courses, online courses, and practica.

7. Project Completion: VCU anticipates project completion by April 16, 2010.

B. Specific Project Requirements:

At a minimum, the Contractor should furnish all labor, resources, supervision, equipment / materials / supplies, etc. (as applicable), necessary to perform / provide the following:

1. Analysis of current tuition and fee structure at VCU.
 2. Consideration of VCU's resource requirements.
 3. Analysis of the impact of various strategies on student enrollment and revenue.
 4. Analysis/discussion of the employment of various strategies by other institutions, preferably Virginia institutions.
 5. The Banner system, from Sungard Higher Education (SungardHE) is the administrative information system used by the University for all student, financial aid, finance, and HR operations and processes. As such, the University has an expectation that the tuition model/strategy adopted will work without modification or extensive non-automated tuition/fee calculation procedures within the existing Banner tuition/fees calculation, accounting, and finance capabilities. Coordination with Student Accounting and SungardHE, or others with intimate Banner knowledge on the ability of Banner Student to accommodate any strategies reviewed, as well as an in-depth discussion of the set-up, implementation, and ongoing maintenance of any alternative rate structures discussed. The discussions should include specific time and resource requirements necessary to implement and manage the strategies as well as the identification of Banner-specific risks of the strategies.
 6. Analysis of student financial need including coordination with aid programs and communication with students and parents.
 7. Analysis of the impact of any alternative rate structures discussed on existing University Entrepreneurial Tuition Program (EPT) agreements, off-campus pricing, and special billing contracts. Discussion should include specific revenue and resource impacts and requirements.
- C. Reports:**
- At minimum, the Contractor should:
1. Provide status and other project related reports, throughout the course of the entire project upon request by VCU.
 2. Provide a final report, including detailed analysis of strategies presented, of a quality sufficient for presentation to the University's Board of Visitors and other policy makers.
- D. Contractor Personnel Requirements:**

1. Contractor Personnel Requirements:
 - a. The Contractor should:
 - (1) Assign a designated Project Manager – the Project Manager should:
 - (a) Serve as the Contractor's primary point of contact for VCU.
 - (b) Be accessible via:
 - (i) Toll-free telephone number; and
 - (ii) E-mail.
 - (2) Provide VCU with the Project Manager's:
 - (a) Name;
 - (b) Toll-free telephone number;
 - (c) E-mail address; and
 - (d) Hours of availability EST.

Note: In the event there are any changes to the Project Manager's contact information, the Contractor should provide VCU with the updated information by the time the changes are effective.

- (3) Obtain VCU's approval of any proposed changes in personnel assigned to this project.

2. Statement of Confidentiality:
 - a. The Contractor's personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business information belonging to Virginia Commonwealth University (VCU). VCU and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information and VCU may seek legal remedies available to it should such disclosure occur.

The Contractor's personnel shall not:

- (1) Access data that is unrelated to their job duties at VCU;
- (2) Disclose to any other person, or allow any other person access to, any information related to VCU that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal

discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, "loaning" computer access codes, and/or other transmission or sharing of data.

b. Gramm-Leach-Bliley Act:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

E. Pricing Requirements - Expenses:

The Contractor should:

1. Invoice expense items (if applicable) separately (e.g. copies, supplies, film, faxes, phone calls, etc.) at the Contractor's actual cost; and, if applicable, should adhere to the VCU per diem reimbursement schedule (in effect at the time services are rendered; refer to:

<http://www.vcu.edu/procurement/accountindex.htm>,

"Travel Reimbursement – Policies & Procedures Section 7-30"; exhibits A, B, C and D).

- a. Provide documentation of all expense costs to VCU.

F. VCU Responsibilities:

VCU will provide the Contractor with:

1. Current and historic tuition and fee schedules.
2. Current Entrepreneurial Tuition Program Agreements, off-campus pricing and policies on special billing contracts.
3. Current and historic enrollment.
4. Workspace, as needed, within University offices.
5. Access to University officials in the offices of the Senior Vice President for Finance and Administration, the Provost and Vice President for Academic Affairs, and the Vice President for Health Sciences.

V. REPORTING AND DELIVERY REQUIREMENTS:**REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

Unless the contractor is a DMBE certified small business, the contractor shall submit quarterly reports on the involvement of Department of Minority Business Enterprises (DMBE) certified SWAM Businesses. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DMBE SWAM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement and Payment
Attn: Ms. Sarah O'Neill
10 S 6th St, POB 980616
Richmond, VA 23298-0616

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**A. GENERAL REQUIREMENTS:**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and nine (9) copies** of the proposal must be submitted to the issuing Purchasing Agency. **In addition, the Offeror shall submit with the ORIGINAL hard copy of the proposal, an electronic copy of the proposal on a disc (i.e. CD or DVD) EXCLUDING ANY PROPRIETARY INFORMATION; proposals submitted by the Offeror(s) awarded a contract through this solicitation may be posted on the VCU Department of Procurement and Payment website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the electronic format).** No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department 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, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications 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 the Purchasing Department.
3. Proposal Presentation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission 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.

All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.
 - b. Proposals should 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, subletter, 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 subletter 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 an 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 the RFP requirements are specifically addressed.

- d. 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.

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 an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F. of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. **The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. 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.

- d. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. 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. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. A written narrative statement specifically addressing each point under this Specific Proposal Requirements section.

All responses should be numbered according to the numbering scheme provided, and each response given with its appropriate number. Attachments should be numbered in the upper right corner with the requirement number to which the attachment applies. Any references to attachments (brochures, samples, etc.) should identify the specific page number(s) of a multipage attachment where the response to the specific requirement is provided (e.g., VI.B.2.a.(1)(a): see pages 19-21 of "Attachment A" – Company History and Operations):

- Utilization of the words "shall" or "must" in Section IV, the "STATEMENT OF NEEDS," items "B" through "E" indicates a mandatory requirement: Will your company comply with the mandatory requirements?
- Utilization of the word "should" in Section IV, the STATEMENT OF NEEDS," items "B" through "E" indicates a non-mandatory requirement.
- Does your company accept the terms and conditions as presented in Section VIII, the "GENERAL TERMS AND CONDITIONS"; in Section IX, the "SPECIAL TERMS AND CONDITIONS"; in Section X, the "METHOD OF PAYMENT"; in Section XI, the "POST AWARD SUBMISSION REQUIREMENTS"?

a. Capabilities:

Describe in detail, your company's capabilities to satisfy the characteristics and administrative requirements of this RFP, to include the following information:

(1) Company Information:

- (a) Submit a brief history and description of your company's operations, to include the following information:
 - (i) The scope and nature of your company;
 - (ii) Years of operation; and
 - (iii) The organizational structure of your company, etc.
- (b) Submit a narrative statement in your own words, that:
 - (i) Describes the scope of the project and the services requested in this RFP;
and
 - (ii) Demonstrates an in-depth understanding of the:
 - purpose;
 - requirements; and
 - deliverables requested in this RFP.

b. Capacity:

Describe in detail, your company's capacity to provide the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the "STATEMENT OF NEEDS," to include the following information:

(1) Company Information:

- (a) Describe the size of your company.
- (b) Identify your company's standard hours of operation.
- (c) Please note what size business account VCU would represent in terms of the scope of this project, based on your current workload; for example: "*Out of x many ongoing account relationships, VCU would be in the top x %.*"

(2) Employees:

- (a) Identify the number of full-time personnel devoted to actual analytical services the same as or similar to, University

Strategic Tuition and Fee Pricing Analytical Services, typically employed by your company at one (1) time.

(3) **Geographic Location:**

- (a) Identify the geographic location of your company's office that would service VCU (to include the geographic location of all proposed subcontractors).

(4) **Financial Condition:**

- (a) Submit a copy of your company's most recent audited financial statement, or equivalent evidence of financial condition.
- (b) Identify the amount of annual sales your company had during 2008-2009 with each VASCUPP Member Institution. (A list of VASCUPP Members can be found at: <http://www.vcu.edu/procurement/coopcon.htm>).

c. Plans and Methodologies:

Describe in detail, the proposed approach (work plan, to include all associated data elements, activities and the pricing model / calculation method) for providing the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the "STATEMENT OF NEEDS"; and specifically address your company's:

(1) **University Strategic Tuition and Fee Pricing Analytical Services:**

(a) Phases:

- (i) Identify the specific phases of services to be provided, in the proposed sequence.

(b) Components / Activities:

- (i) Identify and explain each specific major component of each phase to be provided.
- (ii) Identify the major activities to be provided by your company.
- (iii) Describe in detail, the methodologies to be employed by your company to complete each major activity to be provided by your company, to include:

- the number and frequency of meetings included in the “Total Fixed Not-To-Exceed Price”;
 - status reporting procedures (submit samples of standard reports); and the
 - options for customized information collection and comparison chart data format included in the “Total Fixed Not-To-Exceed Price”.
- (iv) Identify the estimated time schedule to complete all activities to be provided by your company; and describe what action your company will take if it requires adjustments to the time schedule (i.e. more or less time).
- (v) Identify the name and job title of the key personnel to be assigned by your company to provide the tasks to be provided by your company.
- (vi) Identify the activities that VCU would be required to provide; and identify:
- the recommended methods to be employed; by VCU; and
 - the average time schedule required to complete all activities to be performed by your previous / current clients.
- (vii) Identify any goods / services not identified in Section IV, the “STATEMENT OF NEEDS,” that your company should and/or must provide, in order to fulfill VCU’s requirements.

Note: Refer to Section VI.B item “2.h (3)” regarding pricing.

- (viii) Identify any activity to be provided by your company, which would not be included in the “Total Fixed Not-To-Exceed Price” and:

- Explain why that activity would not be included in the “Total Fixed Not-To-Exceed Price.”

- (ix) Identify any important additional items that VCU should consider.

(2) Support Services:

- (a) Describe in detail all administrative and support services (to include automated support), etc., that are included in the “Total Fixed Not-To-Exceed Price” for providing the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS.”

(3) Performance:

- (a) Identify the earliest date that your company can begin providing the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS.”

d. Personnel:

(1) Project Manager:

- (a) Identify the name and title of the proposed Project Manger to be assigned to VCU.
- (b) Describe in detail, the responsibilities to be assigned to the proposed Project Manager.
- (c) Describe in detail, the proposed Project Manager’s qualifications and specific work experience in providing the applicable University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS” and include a resume for the proposed Project Manager.
- (d) Identify the proposed Project Manager’s tenure with your company.
- (e) Identify the proposed Project Manager’s:
 - (i) Days and hours of availability;

- (ii) Business address;
- (iii) Telephone (toll-free if available) number, fax number and e-mail address; and the
- (iv) Percentage of time that would be devoted to VCU's project.

(2) **Other Key Personnel:**

- (a) Identify the names and titles of all other key personnel (to include support personnel) with whom VCU would work on a regular basis.
- (b) Identify the responsibilities to be assigned to each other key individual (to include support personnel).
- (c) Describe in detail, the general qualifications and work experience of the other key personnel (to include support personnel) in providing the applicable University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the "STATEMENT OF NEEDS."
- (d) Identify the other key personnel's (to include support personnel's) average length of tenure with your company.
- (e) Describe the organizational structure of the other key personnel (to include support personnel), in terms of personnel assigned to function; and identify:
 - (i) How many personnel will be assigned to each function.

(3) **Subcontractor Personnel:**

- (a) Identify all proposed subcontractors.
- (b) Identify the types of University Strategic Tuition and Fee Pricing Analytical Services to be assigned to each proposed subcontractor.

e. **Contractor / Subcontractor Experience:**

- (1) Describe in detail, your company's specific experience in providing the same or similar University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the "STATEMENT OF NEEDS for public institutions of higher education comparable to the size and scope of VCU's project:

- (a) Identify the number of years your company has provided the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS” for institutions of higher education.
 - (c) Provide a list of institutions of higher education with which your company currently has a contract.
- (2) Identify the number of years each of your company’s proposed subcontractors has provided the applicable University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS for institutions of higher education.

f. **Quality Control:**

Describe in detail:

- (1) Your company’s quality control and customer satisfaction policies / procedures for providing the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS.”
 - (a) Submit copies of all quality control and customer satisfaction policies / procedures.
- (2) The measures taken by your company, to ensure that all personnel assigned to VCU shall be capable and qualified to perform / provide the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS.”
 - (a) Describe your company’s personnel training and development program.

g. **References:**

Provide a list of a minimum of the four (4) academic institutions, comparable to VCU, for which your company has provided the same or similar services within the past twenty-four (24) months.

Reference information shall include the:

- (1) Name of the institution;
- (2) Name of the contact person;
- (3) Address, email and phone number for the contact person;

- (4) Date the project began; and the
- (5) Date the project was completed.

Note: Include at least one (1) reference for which the proposed Project Manager assigned to VCU served in that respective capacity.

h. Cost of Service:

- (1) Identify the “Total Fixed Not-To-Exceed Price” for providing the University Strategic Tuition and Fee Pricing Analytical Services specified in Section IV, the “STATEMENT OF NEEDS.”
- (2) Submit a breakdown of the “Total Fixed Not-To-Exceed Price”
 - (a) The hourly rate per job title;
 - (b) The maximum estimated number of hours per job title and the corresponding percent of time allocated to each job title;
 - (c) The maximum estimated aggregate number of hours to complete the component / activity / task;
 - (d) Detailed description of all associated expenses; and the
 - (e) Maximum estimated expense cost.
- (3) Identify all costs associated with Section VI.B item “2.c.(1)(b)(vii).”
- (4) Identify all costs associated with Section VI.B item “2.c.(1)(b)(viii).”
- (5) Identify all costs associated with Section VI.B item “2.c.(2)(a).”

i. Small, Women-Owned and Minority-Owned Business commitment for utilization: (See Appendix I.)

- (1) The Offeror must submit complete information unless the Offeror is a DMBE certified small business. DMBE certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

VII. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA:** Proposals will be evaluated by Virginia Commonwealth University using the following criteria:

1. Approach, ability, qualifications, and experience of the Offeror to provide the goods and / or services identified in this RFP.
2. Price.
3. Commitment for utilization of Small, Women-Owned and Minority-Owned Businesses.

Scoring relative to this criterion will be assigned as follows:

- a. The highest percentage commitment shall be scored the maximum number of allocated points. All DMBE certified small businesses are considered to have a 100% commitment and will receive the maximum number of points.
- b. The commitment percentage for the other Offerors is then divided by the highest Offeror's percentage. The quotient is then multiplied by the points allocated for SWAM utilization to determine the point allocation.

For example: If the point allocation is 15 points, all DMBE certified small businesses would receive 15 points for this criterion. If a non-small firm had a 25% small business subcontracting commitment, that firm would receive 3.75 points. ($25 \text{ divided by } 100 = .25 \times 15 \text{ points} = 3.75$).

- B. AWARD OF CONTRACT:** 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 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 offer, and shall award the contract to that Offeror. 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 reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359 D., *Code of Virginia*.) 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.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.vcu.edu/procurement> and are available in the lobby of Procurement and Payment at 10 S 6th Street, Richmond, VA during normal business hours.

VIII. 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.vcu.edu/procurement> or a copy can be obtained by calling University Purchasing at (804) 828-1077.
- B. APPLICABLE LAW 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 all applicable federal, state and local laws, rules 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 Section 2.2-4311 of the *Virginia Public Procurement Act*. 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. (*Code of Virginia*, § 2.2-4343.1).

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

- a. During the performance of this contract, the Contractor agrees as follows:
- a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without

regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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.
- b. 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 submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of 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 the 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: 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:
- a. 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 (Code of Virginia, § 2.2-4363).

b. **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 subcontractor(s), 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.

K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions 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 one of the following ways:
- a. 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.
 - b. 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality

- of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages 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 §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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:
- a. Worker's 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 requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - b. Employers Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence. 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.

- d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.vcu.edu/procurement> and in the lobby of Procurement and Payment at 10 S 6th St., Richmond, VA during normal business hours for a minimum of 10 days.
- V. 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 violation 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.

- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, 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, or disability or against faith-based organizations. 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.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Vendors are strongly encouraged to register prior to submitting a bid or offer. Firms will be required to register in eVA prior to award.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all the benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order

IX. **SPECIAL TERMS AND CONDITIONS:**

- A. **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 Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor shall retain all books, records, 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- E. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (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.
- F. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
- a. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - b. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- G. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for "Total Fixed Not-To-Exceed" amount, and shall include all applicable charges; extra charges will not be allowed.
- H. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished,
FROM:

Name of Offeror

Due Date

Time

Street or Box Number

RFP No.

City, State, Zip Code + 4

RFP Title

or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

Name of Contract/Purchase Officer or Buyer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, 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.

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 disqualified 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 intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- I. **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.
- J. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING REPORTING REQUIREMENTS AND GOALS:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be obtained from the buyer handling this solicitation. When such business has been

subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

Virginia Commonwealth Commonwealth's Department of Procurement and Payment encourages the participation of minority owned businesses in the procurement process by actively soliciting bids from these businesses. Our office uses the information compiled by the State Department of Minority Business Enterprise, the State Division of Purchase and Supply and the Department of Information Technology to assist in this endeavor. The department has membership with the Virginia Regional Minority Supplier Development Council and participates in the annual Virginia Businesses Opportunities Fair. We encourage departments to support minority-owned businesses within their purchasing authority when appropriate.

Virginia Commonwealth University has a minority-owned business participation goal of twenty percent (20%) for each project.

- K. 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.
- L. 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.
- M. ELECTRONIC DATA INTERCHANGE: University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Vendors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.
- N. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are

encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.

- O. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications, including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- P. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in one (1) purchase order with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The

format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

X. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to: Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327.

XI. POST AWARD SUBMISSION REQUIREMENTS:

A. Electronic Copies Of Proposals:

The Contractor shall be required to provide the VCU Department of Procurement and Payment with a copy of the Contractor's original proposal, and a single-document summary of all clarifications and negotiated changes to the Contractor's proposal (the summary shall reference the specific applicable section in the RFP and in the Contractor's original proposal) in an electronic format (i.e. email or disc – CD or DVD).

The Contractor SHALL NOT INCLUDE ANY PREVIOUSLY IDENTIFIED PROPRIETARY INFORMATION IN THE ELECTRONIC FORMAT; VCU may post the Contractor's original proposal, and all subsequent correspondence on the VCU Department of Procurement and Payment Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the electronic format).

XII. ATTACHMENTS:

Appendix I - Participation in State Procurement Transactions with Small Businesses and Businesses Owned by Women and Minorities

Small, minority and/or woman-owned businesses are required to certify through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmbe.state.va.us/vendors.html>); DMBE certification may be requested by VCU, prior to award.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business 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. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is 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.
- **Minority-owned business** is 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.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and

- Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
- “African Americans” means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - “Hispanic Americans” means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - “Native Americans” means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - “Eskimos and Aleuts” means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not DMBE certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWAM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

List the names of the SWAM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>

Commitment for utilization of DMBE SWAM Businesses:
_____ % of total contract amount that will be performed by DMBE certified SWAM businesses.

Identify the individual responsible for submitting SWAM reporting information to VCU:

Name
Printed: _____
Email: _____
Phone: _____

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
By (*Signature*): _____
Name Printed: _____
Title: _____
Email: _____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.e.state.va.us/vendors.html>) to fulfill the Offeror's commitment for utilization.