

Request for Proposals

Issue Date: April 27, 2021
RFP Number: 245-042221
Title: SCHEV Cost Study

Commodity Codes: 95231

Issuing Agency: Commonwealth of Virginia
State Council of Higher Education
Procurement Office - 10th Floor
James Monroe Building
101 North 14t Street Richmond, VA
23219

Initial Period of Contract: From award, projected to be on or about July 1, 2021 until acceptance of all final deliverables, projected to be on July 1, 2022

Sealed proposals will be received until: Friday, May 28th at 2:00 pm EST

Any inquiries regarding this solicitation should be directed only to: Jennifer Brooks, SCHEV Procurement Specialist no later than five (5) business days prior to proposal due date listed above by email. Oral requests will not be accepted. Any revisions to the solicitation will be made only by addendum issued by the buyer. Email: JenniferBrooks@schev.edu Phone: (804) 225-2616

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 10:00 A.M. EST on May 7, 2021 via teleconference. See Section VII, entitled "Optional Pre-Proposal Conference" for additional information related to this optional pre-proposal conference.

PROPOSAL SUBMISSION: All proposals must be received electronically by the date and time shown on the cover page of this solicitation. Any proposals received after the stated time and date will be marked late and retained unopened in the file. See Section IV for additional information regarding electronic submissions.

In compliance with this request for proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: _____

Date: _____

eVA Vendor ID or DUNS Number: _____

By: _____ **(Signature)** **Name/Title:** _____

Telephone Number: _____ **Email:** _____

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

TABLE OF CONTENTS FOR SCHEV RFP-245-042221

TABLE OF CONTENTS FOR SCHEVRFP-245-042221	2
PURPOSE	3
BACKGROUND	3
STATEMENT OF NEEDS	4
OVERVIEW	4
DELIVERABLES	5
CONTRACTOR QUALIFICATIONS	8
ANTICIPATED SCOPE OF WORK AND KEY DELIVERABLE DATES	8
PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	9
GENERAL INSTRUCTIONS	9
SPECIFIC PROPOSAL INSTRUCTIONS	10
EVALUATION AND AWARD CRITERIA	11
EVALUATION CRITERIA	11
AWARD OF CONTRACT	12
REPORTING AND DELIVERY INSTRUCTIONS	12
PREPROPOSAL CONFERENCE	12
GENERAL TERMS AND CONDITIONS	14
SPECIAL TERMS AND CONDITIONS	21
METHOD OF PAYMENT	25
PRICING SCHEDULE	26
ATTACHMENTS	27

PURPOSE

The purpose of this Request for Proposals is to solicit responses to collaborate with the State Council of Higher Education for Virginia to review Virginia's higher education costs and efficiencies and to develop a plan to align finances with state needs. The Contractor is expected to identify and recommend: (1) methods to determine appropriate costs, including a detailed cost analysis, of Virginia public institutions of higher education and peer institutions; (2) measures of efficiency and effectiveness, including identification of opportunities for mitigating costs, increasing financial efficiencies, and incorporating current best practices employed by Virginia institutions and other institutions, nationwide; (3) provisions for any new reporting requirements, including a possible periodic review of cost data and strategies employed to implement efficient and effective operational practices; (4) strategies to allocate limited public resources based on outcomes that align with state needs related to affordability, access, completion, and workforce alignment, and the impact on tuition and pricing; (5) the impact of funding on underrepresented student populations; and (6) a timeline for implementation.

The review shall build on existing efforts, including the assessment of the current Virginia Higher Education Base Funding Guidelines (base adequacy), goals, strategies and measures provided in the [Strategic Finance Plan](#), and peer-institution comparisons to determine whether existing funding models should be updated or replaced. It also shall build on promising practices and include input from Virginia's institutions, policy makers, and other education experts. Further, any such review and assessment shall consider the mix of academic programs, institutional missions, enrollment levels/trends/forecasts, and other characteristics of Virginia's public institutions of higher education.

BACKGROUND

The State Council of Higher Education for Virginia (SCHEV) is the Commonwealth's coordinating body for postsecondary education. Its statutory mission is to "advocate and promote the development and operation of an educationally and economically sound, vigorous, progressive, and coordinated system of higher education, and to lead state-level strategic planning and policy development and implementation based on research and analysis." The Council is the 13-member board of the state agency known as SCHEV. It hires the SCHEV director, who leads a small, professional staff that assists the Council with mission fulfillment and routine operations. The Council and its staff work closely with higher education institutions in Virginia, Governor's staff, legislators and their staff, pre-K-12 and other stakeholders to support its mission.

SCHEV recently updated its statewide strategic plan for higher education—[Pathways to Opportunity](#), which focuses on three goals: equitable, affordable and transformative. Two key strategies under the "affordable" goal are to:

- update and reform funding models and policies to improve equity, affirm return on investment and encourage increased and consistent levels of state funding; and
- align tuition and fees, financial aid and state appropriations such that students have broader access to postsecondary education.

As a coordinating body, SCHEV does not possess direct budget authority for higher education. Instead, SCHEV is tasked to provide budget recommendations related to operations, financial aid and capital outlay needs to the Governor and General Assembly. Through the budget process, higher-education institutions receive their allocations individually. One exception is the Virginia Community College System, which serves as the fiscal authority for the state's 23 community colleges. The system office is responsible for allocating

funds to its institutions.

As part of the budget-planning process, SCHEV plays a major role in facilitating a six-year planning process with institutions. The [Code of Virginia \(§ 23.1-306.B\)](#) requires public institutions to make a [six-year plan](#) biennially and establishes a six-member leadership group to meet, review and comment on the institutions' six-year plans. The leadership group, known informally as OpSix, is composed of the Secretary of Finance, the Secretary of Education, the Director of the Department of Planning and Budget, the Director of SCHEV, the Staff Director of the House Committee on Appropriations, and the Staff Director of the Senate Committee on Finance and Appropriations, or their designees. SCHEV staff collects institutions' plans; completes initial plan reviews and summaries and distributes the plans to OpSix; and schedules and facilitates meetings between institutions and OpSix to identify individual institutions' goals and plans in order to meet the state needs and required funding.

STATEMENT OF NEEDS

OVERVIEW

Virginia's public higher education system consists of 15 four-year institutions, one two-year residential junior college and one system of 23 community colleges. In fall 2020, the total enrollment at all public institutions was about 377,000 students.

In FY 2020, Virginia provided \$2.0 billion in state fund support to public institutions for operations, of which 85% was allocated to support educational and general programs (E&G) - the core instructional activities of higher education. The remaining funding was for financial aid and research. The total resources, including state funding and tuition and fee revenues, were \$9.3 billion at public institutions in FY 2020. (SCHEV's [Baselines and Trends in Higher Education Funding](#) provides data related to operational and financial aid support.) In addition, the state provides ongoing support for capital projects across Virginia's campuses.

In recent years, Virginia has provided public institutions with annual state funding to meet specific outcomes, such as \$28.4 million to increase STEM-H degrees; \$31.8 million for a Tech Talent Investment Fund annually which targets an increase of 25,000 degrees in technology fields by 2039; \$13.5 million for the New Economy Workforce Grant Program at community colleges for noncredit workforce training that leads to credentials in high-demand fields; and \$38.5 million for tuition-free community college in career and technical fields. In addition, the Virginia Community College System that administers the 23 community colleges in the Commonwealth uses a funding allocation model that applies 20% of the funding based on outcomes. The Commonwealth also assesses institutions through [Institutional Performance Standards](#) every other year.

Over 20 years have passed since Virginia last updated its higher education funding guidelines. In 1998, the General Assembly formed the Joint Subcommittee on Higher Education Funding Policies to reestablish funding guidelines that could be used as an objective and commonly-accepted yardstick for institutional funding. Based on the work of a national consulting firm, in consultation with representatives of the public institutions and related state agencies, the Joint Subcommittee on Higher Education Funding Policies established and implemented the Virginia Higher Education Base Funding Guidelines in 2000. The funding guidelines provided a calculation of the funding required for base operations at an institution (the guidelines' title was shortened eventually to "base adequacy") and provided a benchmark for the Governor,

General Assembly and policy makers concerning higher education funding issues. The State Council of Higher Education for Virginia is tasked to run the base adequacy calculation, by institution, annually.

Since 2000, the Commonwealth has experienced two recessions resulting in budget cuts and changes have occurred in student demographics, instructional delivery modes and program offerings. As a result, institutions have raised tuition and fees to meet these changes. The majority institutions are at-or-above the required funding need calculated by the base adequacy funding formula. Consequently, current state allocations are primarily driven through individual-institution needs versus a comprehensive statewide strategy.

In addition, the state established a [cost share policy \(§ 23.1-303.A\)](#) regarding the funding for public institutions' operations for their education and general programs (E&G), whereby the state's share of the E&G cost would be 67%, while the in-state students' share of the cost (through tuition and fees) would be 33%. While SCHEV routinely maintains and calculates funding needs through the base adequacy model as required by the statute, the Commonwealth has not reached the goal of 67% funding as a system. Only three institutions currently receive that share. For the remaining, the percent share varies with disparities among institutions.

To address these concerns and at the request of SCHEV, the 2021 General Assembly included a review of higher education costs to assess Virginia public postsecondary funding and spending, make national comparisons and recommend methods to allocate limited public resources that align with state goals of access, affordability and equity.

The contractor's work shall be guided by the following deliverables and guiding questions; recommendations shall be based on the outcomes of the research and the consultation with representatives of Virginia public institutions, SCHEV staff, and related state agencies.

DELIVERABLES

Deliverable 1: Review of funding policies: The contractor shall assess national practices related to the funding of public higher education and compare these practices to Virginia's current funding model to identify strengths and opportunities for improvement. The review in Deliverable 1 is expected to be more qualitative, while the cost-review data in Deliverable 3 is expected to be more quantitative.

The analyses shall answer the following questions:

National review

- Which funding strategies used in other states are most successful?
- What type(s) of funding do these states provide, in the areas of base support, outcomes-related funding and funding for specific initiatives?
- What cost areas do these states support (salaries, support services, operation and maintenance, equipment, capital outlay, etc.)?
- How do states differentiate costs based on: types of students served; levels of degrees offered (undergraduate, graduate, first professional, certificate); types of programs offered (such as liberal arts versus STEM); types of institutional affiliations/forms/missions (research, medical

school, military institution, HBCU); and alignment of programs/offerings to workforce needs or other areas?

- How do the models adapt to changes in instruction, enrollment or other areas?
- What amount or percentage of funding do these states provide compared to overall costs?
- What funding goals have states set related to higher education, and how are these funding goals aligned with statewide goals/needs?
- What are the strengths and areas of opportunity of various models?
- What is the relationship to tuition and fees, financial aid and state funding? How do these models balance funding with affordability and cost?
- How do states assess or communicate a “return on investment” to stakeholders, such as policymakers, students/parents and other funders?

Virginia review

- What are the major funding policies and legislation that govern current Virginia state funding to public higher education? (Note: SCHEV staff will provide background. The contractor is expected to be familiar with these policies in order to help identify legislation and budget-language changes that may be needed at the end of the study.)
- What are the findings from state reviews, including the reports of the Joint Legislative Audit and Review Commission and the Auditor of Public Accounts? What has been implemented, and what should be revisited? (Note: SCHEV staff will provide these studies and include updates of activities completed to date. The contractor is expected to gain additional insight through potential interviews with stakeholders.)
- How well is the current funding system aligned with the goals of the Virginia Plan for Higher Education, and what should be improved?
- What is Virginia’s history of state-level funding and spending?
- What is the relationship between state funding for operations and financial aid, and how does this relationship impact increases in tuition and fees and student affordability?
- How has the current cost share policy/goal met the needs of the Commonwealth and how should it be revised?

Deliverable 2: Efficiency and effectiveness review: With the assistance of SCHEV staff and a workgroup of representatives from public institutions and state stakeholders, the contractor shall survey and compile Virginia institutions’ practices related to efficiency and effectiveness in their operations.

The contractor shall research other states’ and institutions’ practices for efficiency and effectiveness; and assess and identify opportunities for mitigating costs, increasing financial efficiencies, and incorporating current best practices employed by Virginia institutions and other institutions nationwide. These analyses shall answer the following questions:

- What are the most effective state and national practices related to measures of efficiency and effectiveness, and how could these practices be implemented in Virginia?
- What has Virginia and its public institutions implemented to promote efficiency and effectiveness? Do quantifiable and transparent data exist to support these efforts? (Note: In 2017, SCHEV staff compiled a preliminary list of practices related to efficiencies in various areas, but the list is not comprehensive and does not quantify the impact.) How do these efforts impact quality and cost?

- How have or will recent changes in institutional operations, such as increased use of technology and distance learning, impacted efficiency and effectiveness?
- What additional strategies could be implemented at a state- and institution-level to support efficiency and effectiveness?
- What is the feasibility of implementing additional models of shared services in Virginia?

Deliverable 3: Identification of trends in costs and determination of estimated costs for higher education:

With the assistance of SCHEV staff and a workgroup with representatives from public institutions and state agencies, the contractor shall review funding and costs related to public higher education. The data shall include state appropriations (general fund and non-general fund), as well as expenditures and peer comparisons on a total and per-student basis. These data are expected to help create benchmarks for determining reasonable costs and serve as a baseline for how the state might provide future funding. (Note: SCHEV staff will compile these data and review with institutions prior to the start of the contract. The expectation of the contractor is to focus on the analysis of these data and to document these costs with institutions.)

- What are the ideal metrics to measure public higher education’s costs, and what is a reasonable cost (in total, for a state, for a student, for an institution)?
- How do Virginia institutional costs, including salaries, compare nationally, in terms of peer groups and individual institutions of similar size and mission?
- What are the unique needs of institutions, and how do they impact current and future costs (examples include institution size, types of students served, types of programs offered, types of degrees offered, medical school affiliation, level of research, HBCU, etc)?
- What, if any, data limitations exist currently in Virginia related to cost measurement?
- How have changes in enrollment historically impacted funding, and how will they impact funding in the next 10 years; 20 years?
- What are the best methods of sharing cost data to support transparency? (Note: SCHEV has an extensive research website and plans to expand the data to include funding and costs.)

Deliverable 4: Recommendations for a new funding model: With the assistance of SCHEV staff and a workgroup with representatives from institutions and state agencies, the contractor shall create or modify a funding model or models. The proposed model(s) should consider the following:

- Current and future student demographics, enrollments, instructional delivery modes and programmatic offerings.
- Funding needs to meet statewide goals, including the Virginia Plan for Higher Education to be equitable, affordable and transformative and alignment to workforce needs.
- Unique needs and mission of institutions and how they compare to peer institutions.
- Higher education operations, with an emphasis on efficiency and effectiveness while maintaining quality.
- The impact on financial aid, tuition and fees and student affordability.
- Equity and fairness of funding.
- If full funding is not available, strategies to prioritize limited resources, such as funding for base costs, funding for new initiatives and funding for aspirational goals, and strategies if state budget cuts are required.

The funding model(s) should include: (1) basic cost and aspirational funding goals for higher education; (2) documentation as to how cost and funding amounts are calculated; (3) reporting and data publication requirements to ensure transparency; (4) legislative proposals and state-budget changes that are needed; and (5) a timeline for implementation.

CONTRACTOR QUALIFICATIONS

Composition and Skill Sets:

- The Contractor shall demonstrate knowledge of postsecondary education generally and public higher education issues in particular.
- The Contractor shall have experience in working with state-level agencies responsible for postsecondary education.
- The Contractor shall have knowledge of funding models used by states and experience in creating funding models to meet the state needs.
- The Contractor shall have experience with strategic planning.

Partnership and Process Responsibilities:

The State Council of Higher Education for Virginia will:

- Designate a lead to serve in partnership with the Contractor to support the project.
- Work with the Contractor to coordinate and organize meetings with stakeholder groups, including the OpSix and institution leadership.
- Serve as fiscal agent for this contract.
- Pay all properly submitted and documented invoices within 30 days of receipt.

The Contractor will:

- Create action plans for each deliverable and meet with SCHEV on a regular basis to provide updates.
- Lead or facilitate discussions with stakeholder groups based on each deliverable.
- Draft and complete the mandated reports within SCHEV-specified timelines as outlined in D.

ANTICIPATED SCOPE OF WORK AND KEY DELIVERABLE DATES

All work must be completed by the deadlines indicated below. These dates are for final delivery to external stakeholders. SCHEV will work with the contractor as part of the workplan to determine internal dates for drafts in order to meet the timelines listed:

- By August 15, 2021 -submission of a workplan to the Joint Subcommittee on the Future Competitiveness of Higher Education in Virginia as required in statute by that date.
- By December 1, 2021 - submission of a preliminary report and any related recommendations to the Governor and the Chairmen of the House Appropriation and Senate Finance and Appropriation Committees.
- By July 1, 2022- submission of a final report to the Governor and the Chairmen of the House Appropriation and Senate Finance and Appropriation Committees as required in statute by that date.

PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

GENERAL INSTRUCTIONS

In order to be considered for selection, Offerors should submit a complete response to this RFP. Offerors should submit the following documents with their response:

1. One (1) original proposal document.
2. One (1) redacted version (if applicable)

Offerors shall submit proposals electronically through the eVA Procurement Portal at www.eva.virginia.gov. Paper responses submitted through e-mail, fax or US Mail will not be accepted. Any proposals received after the deadline will not be considered.

Offerors must be registered in eVA to submit an electronic proposal. The following are instructions for submitting an electronic bid/proposal:

- Go to www.eva.virginia.gov;
- Click on “I Sell to Virginia”;
- Click on “eVA Vendor Training”;
- Click on “Respond to RFPs and more”

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email at eVACustomerCare@dgs.virginia.gov.

It is the Offeror’s responsibility to assure that proposals are received by the time and date indicated. Proposals submitted elsewhere, including to other state or federal agencies, will not be accepted. Refer to the cover page of this document for the deadline. The Offeror shall make no other distribution of the proposal

3. Proposal Preparation:

- a. Ownership of all data, materials, and documentation originated and prepared for the State Council of Higher Education for Virginia pursuant to this solicitation shall belong exclusively to SCHEV 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 § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct**

method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal and paper copies. Additionally, the offeror must submit a redacted copy of the proposal if invoking said protection. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

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 section/paragraph number/letter of the corresponding section of the RFP. If a response covers more than one page, the section/paragraph number/letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at 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 where the RFP requirements are specifically addressed.

4. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation. An oral presentation is a fact-finding and explanation session only and does not include negotiation. When required, this session provides an opportunity for the offeror to clarify or elaborate on their proposal. An oral presentation is an option of the purchasing agency and might not be conducted. If to be conducted, the oral presentation's time and location will be scheduled by the issuing agency.

SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that SCHEV may properly evaluate the capabilities of the offeror to provide the required services. An offeror is required to submit the following items as a complete proposal:

1. RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Offeror’s experience in providing the services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
 - d. Specific methodology and plans for providing the proposed services including:
 - i. Offeror’s response on providing the services and meeting the criteria stated in the Statement of Needs.
 - ii. What, when, how and by whom the services will be performed, including the percentage of the services to be performed by the primary contractor and the percentage(s) of the services to be performed by any and each subcontractor.
 - iii. Projected timeline for delivery of services relative to award date of contract.
4. Proposed Schedule: Provide a proposed schedule for completing Phases I-III relative to award of contract. Include anticipated tasks, sub-tasks, milestones, and deliverable dates.
5. Proposed Price. Provide a fee structure associated with services offered. See Section XI. Pricing Schedule for more detail and format of pricing submission.

EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA

Proposals shall be evaluated by a panel assembled by SCHEV using the following criteria and weights:

<u>Criterion:</u>	<u>Weight:</u>
1. Specific methodology and plans proposed to provide the services for this project	30
2. Experience and qualifications of the offeror and of the personnel proposed for this project	40

3. Proposed price (Use Pricing Schedule located in section XI)	10
4. Small Business Subcontracting Plan	20
TOTAL	100

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 the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). 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.

REPORTING AND DELIVERY INSTRUCTIONS

- a. The contractor shall provide all final deliverables by July 1, 2022
- b. The contractor also shall provide progress reports at least monthly to the Contract Administrator. These reports shall outline, at a minimum:
 - i. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - ii. The projected completion dates for the remaining specific tasks required by the contract.
- c. At the time of submission of all invoices, the contractor shall provide the SCHEV Procurement Specialist with a report detailing small business subcontractor spend data in compliance with the Small Business Subcontracting Plan.

PREPROPOSAL CONFERENCE

An optional pre-proposal conference will be conducted on May 7, 2021 at 10:00 A.M. E.S.T. via teleconference. The purpose of this conference is to allow potential Offerors an opportunity to present

questions and obtain clarification relative to any facet of this solicitation. Alternate dates will not be scheduled.

Potential Offerors are encouraged to submit any questions pertaining to this RFP in writing prior to the date and time of the pre-proposal conference. All questions should be submitted to Ms. Jennifer Brooks, VCO via email at jenniferbrooks@schev.edu.

Although participation at this conference will not be a prerequisite for submitting a proposal, due to the importance of all Offerors having a clear understanding of the Statement of Needs and requirements of this solicitation, interested Offerors are encouraged to participate.

Interested Offerors wishing to participate via teleconference must register with the Contracting Officer, Ms. Jennifer Brooks, via email, by close of business on May 6, 2021.

Registered participants will be provided the telephone number and conference code needed in order to participate. Any change in this solicitation will be made through an addendum issued by the Contracting Officer and will be posted on the state procurement website at www.eva.virginia.gov.

GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

- i. During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. 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.
 3. c. Notices, advertisements and solicitations placed in accordance with federal law,

rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
5. e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
6. f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or 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 resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. 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).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) 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.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment. 28

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

- K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the

Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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 Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- Q. **OMITTED.**
- R. **OMITTED.**
- S. **OMITTED.**
- T. **OMITTED.**
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: 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 by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. OMITTED.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as

otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

SPECIAL TERMS AND CONDITIONS

- A. **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. SCHEV, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The Commonwealth of Virginia and SCHEV reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the

contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. eVA ORDERS AND CONTRACTS: The solicitation/contract will result in one (1) purchase order with the applicable eVA transaction fee assessed for each order.
- D. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors, that it may utilize, using its 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.
- E. 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.
- F. RECEIPT AND OPENING OF PROPOSALS: The offeror bears full and complete responsibility for assuring that the proposal is delivered to SCHEV prior to the date and time set for receipt of proposals. No proposal received after the date and time designated shall be considered. To be considered, all proposals must be received and stamped in at the address given on or before the date and hour designated in the solicitation. Offeror must pay particular attention to ensure that the proposal is properly addressed. SCHEV shall not be responsible if the proposal does not reach the destination specified by the appointed time. Proposals received after the date and hour designated will be disqualified automatically and will be not be considered.
- G. RESPONSIBILITY OBLIGATION OF OFFEROR: By submitting a proposal, the offeror shall be assumed to understand and agree to all conditions and obligations to be met under the terms of this contract; and therefore, the offeror shall not make any claim for, or have right to cancellation of or relief from, the contract based on a subsequent claim of misunderstanding or lack of information. The offeror further warrants full compliance with the Virginia Conflict of Interest Act and certifies that the offeror is not currently an employee of the Commonwealth of Virginia. The offeror agrees that disputes arising under this contract shall be processed in accordance with the disputes(claims) provision of the Vendors Manual.
- H. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to students, patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the law of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality

statement.

- I. OWNERSHIP OF PROPERTY: Any equipment, reference materials and other items purchased specifically for a SCHEV order, using SCHEV funds, will belong to SCHEV at the conclusion of the order and shall be delivered to SCHEV.
- J. OWNERSHIP OF DOCUMENTS: All documents, which for purposes of this contract is defined to include but not be limited to reports, plans, subject data ("subject data" is defined as all information, excluding copyrighted material, that is compiled or delivered or specified to be compiled or delivered under this contract), drawings, studies, specifications, memoranda, estimates and computations secured by and for the contractor in the prosecution of this contract shall become and remain the property of SCHEV upon termination or completion of the work. SCHEV shall have the right to use such documents for any public purpose without compensation to the contractor, other than as provided herein. Except for its own internal use, the contractor shall not publish or reproduce documents, in whole or in part, in any manner or form, nor shall the contractor authorize others to do so without the written consent of SCHEV. SCHEV reserves the right to publish any/all documents. The contractor shall not release or publish any documents without the prior written approval of SCHEV. Neither the contractor nor any subcontractor, agent, employee thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material prepared pursuant to this contract, either during or after the term of this contract, without specific written approval of SCHEV. Any releases to the news media must be approved by and released through SCHEV.
- K. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of SCHEV. The contractor shall irrevocably transfer and assign to SCHEV all right, title, and interest in:
 - a. the copyright to contractor's work of authorship (Work) and contribution to any such Work (Contribution);
 - b. any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work;
 - c. all works based upon, derived from, or incorporating the Contribution or the Work;
 - d. all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; and e. all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the contractor has in the Contribution or the Work, the contractor waives those rights to SCHEV, its successors, licensees and assignees. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to SCHEV to evidence SCHEV's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- L. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:

- a. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
 - b. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
 - c. Prime Contractor Subcontractor Reporting: 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account. 2. In addition, each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
- M. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the contractor as

demonstrating compliance.

- N. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, SCHEV retains the right to ask the offeror(s) to submit in writing a Best and Final Offer (BAFO). After the BAFO is submitted, SCHEV shall conduct no further negotiations with the offeror(s). The offeror's proposal shall be re-scored to combine and include the information contained in the BAFO. The decision to award shall be based on the final evaluation including the BAFO.

METHOD OF PAYMENT

A valid invoice, sufficiently detailed to allow review and verification of services, shall be submitted to SCHEV by the tenth of the month following the month of acceptance of a deliverable or delivery of additional related services in accordance with an approved Statement of Work. Payment will be made in accordance with the Prompt Payment Act of Virginia

PRICING SCHEDULE

Please provide price information for acquiring and implementing the following services and deliverables using table below. If components may be purchased separately, list each item separately and the cost. Items in each objective should be listed as firm, fixed prices. Offeror should also supply labor category pricing for as-needed, additional related work on a time and materials basis. Please also include the Grand Total in the last field.

Objective 1		
Item/Deliverable	Firm Fixed Price	Notes
Review of Funding Policies		

Objective 2		
Item/Deliverable	Firm Fixed Price	Notes
Efficiency and Effectiveness Review		

Objective 3		
Item/Deliverable	Firm Fixed Price	Notes
Identification of trends in costs and determination of estimated costs for higher education		

Objective 4		
Item/Deliverable	Firm Fixed Price	Notes
Recommendations for a new funding model		

GRAND TOTAL:		
Item/Deliverable	Firm Fixed Price	Notes
<i>Total of all Objectives 1-4</i>		

All labor rates for additional related work shall be fully burdened to include all direct labor, indirect costs, and profit, except for reimbursable travel.

ATTACHMENTS

The following attachments must be completed and submitted as part of the proposal.

1. Vendor Data Sheet
2. State Corporation Commission Form
3. Small Business Subcontracting Form
4. Exceptions Form
5. Proprietary Information Form

Attachment 1 – Vendor Data Sheet

Note: The following information is required as part of your response to this solicitation.

Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact:

Name:		Phone:		Email:	
-------	--	--------	--	--------	--

Years:		Months:	
--------	--	---------	--

eVA Vendor ID:		DUNS Number:	
----------------	--	--------------	--

Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____

Vendor Identification: _____

References: Indicate below five (5) references of relevant clients or others for whom you have performed similar services.

Reference #1			
Company:		Contact Name:	
Phone:		Email:	
Project:		Project \$ Value:	
Dates of Service:		Notes:	

Reference #2			
Company:		Contact Name:	
Phone:		Email:	
Project:		Project \$ Value:	
Dates of Service:		Notes:	

Reference #3			
Company:		Contact Name:	
Phone:		Email:	
Project:		Project \$ Value:	
Dates of Service:		Notes:	

Reference #4			
Company:		Contact Name:	
Phone:		Email:	
Project:		Project \$ Value:	
Dates of Service:		Notes:	

Reference #5			
Company:		Contact Name:	
Phone:		Email:	
Project:		Project \$ Value:	
Dates of Service:		Notes:	

I certify the accuracy of this information.

Signed: _____ Date: _____

Name: _____ Title: _____

Attachment 2 - State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____ Print Title: _____

Name of Firm: _____

Attachment 3 - Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means 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. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT 4 - EXCEPTIONS TO RFP # 245-042221

Name of Offeror: _____

Unless stated on this form, all offerors will be considered to have accepted all terms and conditions of the RFP and any amendments as issued without exception. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed exceptions including the section and page number(s) of the RFP, and submit any proposed substitute language; however, the provisions of the RFP cannot be modified without written approval by the DPS Contract Officer.

Section/Title	Page Number(s)	Proposed Substitutive Language

Attachment 5- Proprietary Information Identification

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 § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of offeror: _____ invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____ (Date)

Signature: _____ Title: _____

Data/Material to be protected	Section No. & Page No.	Reason why protection is necessary