

**LONGWOOD**  
UNIVERSITY



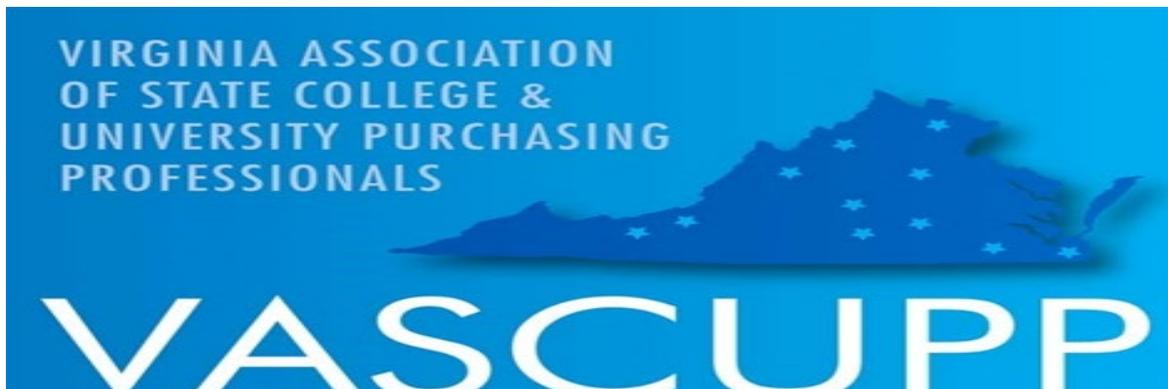
**MATERIEL MANAGEMENT & PURCHASING  
201 HIGH STREET  
LANCASTER HALL, ROOM 215B  
FARMVILLE, VIRGINIA 23909**

**REQUEST FOR PROPOSALS**

**#LU214-20-017**

**ACADEMIC COACHING SUPPORT SERVICES  
FOR MASTER OF BUSINESS ADMINISTRATION (MBA) PROGRAM**

**June 24, 2020**



*LONGWOOD UNIVERSITY IS A PROUD MEMBER OF VASCUPP*

**REQUEST FOR PROPOSALS (RFP)**

**Issue Date:** June 24, 2020

RFP#LU214-20-017

**Title:** Academic Coaching Support Services  
for Master of Business Administration (MBA) Program

**Commodity Codes:** 92416, 92478

**Issuing Agency:** COMMONWEALTH OF VIRGINIA  
Longwood University  
Materiel Management & Purchasing  
201 High Street, Lancaster Hall, Room 215B  
Farmville, Virginia 23909

**Location Where Work Will Be Performed:** Longwood University, Farmville, Virginia 23909

**Initial Period Of Contract:** October 1, 2020 through September 30, 2025

**Electronically Submitted Proposals Will Be Received Until:** **July 27, 2020 at 2:00 p.m. Local Time** For Furnishing The Services Described Herein. ONE (1) HARD COPY OF PROPOSAL MUST BE MAILED (U.S. POSTAL SERVICE) DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

**All Inquiries For Information Should Be Directed To:** Cathryn B. Mobley, Associate Vice President for Administration and Finance, using ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM emailed to [materielmanagement@longwood.edu](mailto:materielmanagement@longwood.edu) or faxed to (434) 395-2246. Questions may be submitted until 12:00 noon on July 10, 2020. The University will not accept any questions after the deadline.

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.

State Corporation Commission (SCC) ID#: \_\_\_\_\_ or statement describing why offeror is not required to have a SCC ID# must be furnished with your proposal.

eVA Member: [ ] Yes [ ] No  
eVA Vendor ID#: \_\_\_\_\_

Check all that apply: Small Business [ ]  
Woman-Owned Business [ ]  
Minority-Owned Business [ ]

**Note:** Offeror shall be a registered eVA vendor on the date and time designated for receipt of proposals to be awarded this contract. See General Terms and Conditions X for information on registration.

DSBSD Certificate Number \_\_\_\_\_  
Certification Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name And Address Of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Please Print or Type)

E-mail: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_  
(Toll Free, if available)

Fax: (\_\_\_\_) \_\_\_\_\_  
(Toll Free, if available)

**ADDENDUMS:** Any changes resulting from Longwood University's requirements will be issued in an addendum and will be posted on the eVA website, <http://www.eVA.virginia.gov> and the Longwood University Materiel Management & Purchasing website, <http://tkts.longwood.edu/ListRFP.aspx>, click on View This RFP next to Proposal Number [LU214-20-017](#). It is the sole responsibility of the Offeror to check these web pages for all changes to the RFP prior to submission. **Failure to sign and return addenda may cause your proposal to be scored lower.** Longwood University will not mail or fax these documents.

Longwood University is not conducting a pre-proposal conference for this procurement. Offerors shall submit questions to the University, as they arise, using the Written Pre-Proposal Question Form included as ATTACHMENT A to this RFP. Questions will be answered as soon as possible after receipt. All questions submitted and answered will be included in an addendum and published as noted above.

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 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

	<u>Page</u>
I. <u>PURPOSE</u>	5
II. <u>GOVERNING RULES</u>	5
III. <u>BACKGROUND</u>	5
IV. <u>STATEMENT OF NEEDS</u>	5
V. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	7
VI. <u>EVALUATION AND AWARD CRITERIA</u>	9
VII. <u>CONTRACT ADMINISTRATION</u>	10
VIII. <u>SPECIAL TERMS AND CONDITIONS</u>	10
IX. <u>INVOICING AND PAYMENT</u>	15
X. <u>ATTACHMENTS</u>	15
A – WRITTEN PRE-PROPOSAL QUESTION FORM	16
B – SMALL BUSINESS SUBCONTRACTING PLAN	17
C – OFFEROR DATA SHEET	19
D – QUARTERLY SWaM SUBCONTRACTOR EXPENDITURE REPORTING FORM	20

I. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations to provide online academic coaching services in support of the College of Business and Economics (CBE) online Master of Business Administration (MBA) program at Longwood University (hereinafter also referred to as “Longwood” or “the University”), an Institution of Higher Education, member institute of VASCUPP (Virginia Association of State College and University Procurement Professionals) and agency of the Commonwealth of Virginia.

II. **GOVERNING RULES:** This solicitation is issued in accordance with the provisions of:

A. Purchasing Manual for Institutions of Higher Education and their Vendors: <https://vascupp.org>.

B. Governing Rules: <https://vascupp.org>.

C. General Terms and Conditions: <http://www.longwood.edu/media/materiel-management/public-site/GENERAL-TERMS-AND-CONDITIONS-7-1-2017.pdf>

D. Data Protection Addendum: [http://solomon.longwood.edu/media/materiel-management/solomon/LUDataProtectionAddendum\\_effec\\_07012019.pdf](http://solomon.longwood.edu/media/materiel-management/solomon/LUDataProtectionAddendum_effec_07012019.pdf)

III. **BACKGROUND:** Founded in 1839 as the Farmville Female Seminary Association, Longwood’s history has been one of constant growth and evolution. The institution had a series of names over its early history, becoming Longwood College in 1949, turning fully co-ed in 1976, and in 2002, becoming Longwood University. Longwood is a public 4-year institution offering more than 100 majors, minors and concentrations in the arts and sciences, business, education, and nursing. Graduate programs include business, communication sciences and disorders, education, English, and sociology. Longwood’s current enrollment is 5,096 students from 25 states and 20 foreign countries. For more information about Longwood University, please visit the University’s website at <http://www.longwood.edu>.

**SPECIFIC BACKGROUND:** The College of Business and Economics (CBE) has offered a Master of Business Administration degree for over a decade. The program has been mostly online, yet enrollment has consistently failed to meet expectations. Recently, the CBE revamped the program, converted to an entirely online, asynchronous format, eliminated program prerequisite courses, reduced the number of hours required for the degree, and greatly simplified both the admission requirements as well as the admissions process. In addition, the CBE has entered into a strategic partnership with a marketing firm, Academic Partnerships, to recruit qualified students into the program. The result has been exponential growth in enrollment and the need to greatly increase the number of students served in each offering of a MBA course. In order to increase the number of students served in a course offering, faculty will require highly-qualified coaches to assist them in delivering the course. The purpose of this RFP is to put in place a mechanism by which academic coaches can be identified, be assigned to faculty and courses, and be effectively utilized.

IV. **STATEMENT OF NEEDS:** Longwood and the CBE is seeking a contractor to provide Academic Coaching Services (ACS) for its online MBA program. The contractor will work with CBE faculty and staff to deliver courses in the MBA program. The minimum specifications for these services are as follows:

1. **Academic Coaching Services**

Contractor shall identify individuals to serve as Academic Coaches who will support students enrolled in the MBA program under the close supervision of the CBE faculty. The CBE reserves the right to release any Academic Coach from their role. In the event the CBE exercises this right, the contractor will identify and provide a replacement Academic Coach as soon as possible to avoid any disruption to the progress of the course.

2. **Recruitment and Qualification System**

Contractor shall provide a recruitment and qualification system for advertising, screening, pre-qualification, conducting a standard criminal background check, qualification, and requesting of official transcripts for Academic Coach applicants in accordance with programmatic needs of the CBE for Academic Coaches. The proposed system is subject to CBE approval, which shall not be unreasonably withheld.

3. **Credentialing System**

Contractor shall provide a system to send qualification documents and transcripts of applicants to the CBE for the purposes of review and approval for assignment to CBE course sections and faculty.

4. **Independent Contractor Agreements**

Contractor shall contract with Academic Coaches, who meet the qualification criteria and acceptance of the CBE. Academic Coaches will be subcontractors or employees of the contractor, as appropriate, and will **not** be employees of Longwood University.

5. **On-Boarding and Training**

Contractor shall train Academic Coaches on the CBE's Learning Management System (LMS), Canvas, as necessary, to ensure Academic Coaches understand the basic functions they will use to design, deliver, and support students in the LMS; and will provide instruction on CBE's programs, policies, and academic procedures as requested. The contractor shall be responsible for training Academic Coaches in the requirements of the Family Education Rights and Privacy Act (FERPA), (34 CFR Part 99). The contractor and their Academic Coaches are required to abide by the requirements of FERPA at all times in their relationship with the faculty, staff and students at Longwood University.

Contractor will make available training, at least annually, for Longwood faculty regarding best practices in the utilization of academic coaches.

6. **Scheduling and Assignment**

Contractor shall assist the CBE's representative(s) with scheduling and assigning Academic Coaches to course sections prior to each CBE course start date. The contractor shall notify CBE of all assignments of Academic Coaches.

7. **Academic Coach Responsibilities**

Academic Coaches, at the direction of the CBE faculty, shall provide assistance to faculty in the form of grading of assignments, participating in and monitoring of course discussions, addressing student inquiries regarding course content, posting announcements, and working with faculty to resolve issues relative to course delivery and the LMS.

8. **Course Communication and Coordination**

Contractor shall assist faculty with pre-course, during course, and post-course communication, coordination and documentation with Academic Coaches.

9. **Management and Pay of Academic Coaches**

Contractor shall manage, pay, and support Academic Coaches that provide courses and support for the MBA program in compliance with the terms and conditions of the resulting contract from this RFP.

10. **Academic Coach Qualifications**

- a. Minimum of a master-level degree in a business field. Terminal degree preferred.
- b. Academic and/or professional experience in a field specific to the assigned course is preferred.

Original graduate transcript and a professional vita/resume shall be provided to the CBE for each Academic Coach proposed for a course. If a candidate is currently pursuing a terminal graduate degree, the contractor shall collect an original transcript to reflect completed courses and hours earned. Updated vita shall be submitted as appropriate. These documents shall be available to the Dean of the CBE and/or their designee.

V. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered, offerors must submit a complete response to Longwood by the due date and time stated in this RFP. Offerors are required to upload a complete copy of their proposal to a named folder that will be created for them on <https://www.Box.com>. Offerors must notify the University by email at [materielmanagement@longwood.edu](mailto:materielmanagement@longwood.edu) by July 10, 2020 if they intend to submit a proposal and request the Box folder be created for them. The request must include the name(s) and email address(es) of the offeror's employee(s) that will need access to the Box folder. Offerors shall send an email to [materielmanagement@longwood.edu](mailto:materielmanagement@longwood.edu) to confirm their proposal has been uploaded to their Box folder. The time stamp on this email will be the official time used as receipt of proposals. One (1) signed original hardcopy (paper) of the entire proposal, including all attachments and proprietary information, shall be mailed (U.S. Postal Service) to the ISSUING AGENCY shown on Page | 2 of this RFP. The offeror shall make no other distribution of the proposals.
2. **Proposal Preparation:**
  - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt 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.
  - 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. Elaborate brochures/artwork, paper/bindings, or other visuals/presentation aids, beyond that sufficient to present a complete and effective proposal, are not desired.

- 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 where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by 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. 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 of the proposal.

- 3. 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 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 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, therefore, proposals should be complete when submitted.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible, so Longwood may properly evaluate the offeror's capabilities to provide the required services. Offerors are **required to submit** the following items as a complete proposal:

1. The completed RFP inside cover sheet (Page | 2) and all addenda acknowledgments, if any, signed and filled out as required.
2. Response to all requirements set forth in Section IV. **STATEMENT OF NEEDS.**
3. A written narrative statement to include:
  - a. A brief history of the firm, its services and experience in providing the proposed services described herein, culture and collaboration style. Please describe the workflow within the team.
  - b. Specific methodology, approach, and plans for providing the proposed services described herein and the steps taken to ensure alignment with contracted goals.
  - c. Names, qualifications and experience of personnel to be assigned to the University's contract.
  - d. Plan and process for coaching and supporting University stakeholders to ensure that the MBA (or any other) program initiatives are met.
4. Small Business Subcontracting Plan, included as ATTACHMENT B to the RFP.
5. Offeror Data Sheet, included as ATTACHMENT C to the RFP.
6. Financial Proposal.

VI. **EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:** Proposals will be evaluated for full compliance with the RFP requirements and the terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the Offeror that is most responsive to the herein described needs and represents the best value for Longwood University.

Proposals will be evaluated by Longwood University using the following weighted evaluation criteria:

<u>EVALUATION CRITERIA</u>	<u>POINT VALUE</u>
1. Experience and qualifications of offeror to provide required services.	35
2. Specific plans and methodology to be used to provide required services.	25
3. Small Business Subcontracting Plan.	15
4. Financial Proposal.	20
5. References from other clients.	<u>5</u>
TOTAL	<u>100</u>

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 RFP, including compensation, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, Longwood shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to the offeror(s). Longwood may cancel this RFP 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. (Section 11-65D, Code of Virginia.) Should Longwood 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 offeror's proposal as negotiated.

VII. **CONTRACT ADMINISTRATION:** Upon award of the contract, the University will designate, in writing, the name of the Contract Administrator who will work with the Contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from the University shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the Contractor.

VIII. **SPECIAL TERMS AND CONDITIONS:**

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

2. **ASSIGNMENT OF CONTRACT:** The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
3. **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.
4. **AWARD:** 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.
5. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, 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.
6. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code 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.
7. **CONTINUITY OF SERVICES:**
  - a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
    - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
  - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
8. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Longwood University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Longwood University. Longwood University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Longwood University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

9. **eVA ORDERS AND CONTRACTS:** The solicitation/contract may result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

10. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

11. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, 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:

From: _____	<u>7/27/2020</u>
Name of Offeror	Due Date
_____	<u>LU214-20-017</u>
Street or Box Number	RFP No.
_____	Academic Coaching Support for Master
City, State, Zip Code	<u>of Business Administration (MBA) Program</u>
	RFP Title

Name of Purchasing Officer Cathryn B. Mobley, Associate Vice President for Administration and Finance

12. **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.

13. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be binding on the offeror for (90) calendar days following the proposal due date. Any proposal on which the offeror shortens the acceptance period may be rejected. At the end of the (90) 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 canceled.

14. **REFERENCES:** Offerors shall provide three (3) contacts (preferably a college or university, if available) where similar goods and/or services have been provided. An Offeror Data Sheet is provided as ATTACHMENT C and must be completed and returned with your proposal.

15. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for five (5) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

16. **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 goal of the Commonwealth that 42% of its purchases be made from small businesses. 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 when they have 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 provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely 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 quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

17. **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.

18. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 proposal a statement describing why the offeror is not required to be so authorized.

- IX. **INVOICING AND PAYMENT:** The Contractor shall submit a fully itemized invoice that references the Longwood contract number, service description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail invoice(s) to:

Longwood University  
Accounts Payable  
201 High Street, Lancaster 213 A-D  
Farmville, Virginia 23909

- X. **ATTACHMENTS:**

A – WRITTEN PRE-PROPOSAL QUESTION FORM

B – SMALL BUSINESS SUBCONTRACTING PLAN

C – OFFEROR DATA SHEET

D – QUARTERLY SWaM SUBCONTRACTOR EXPENDITURE REPORTING FORM



**ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN**

**Definitions**

**DSBSD:** Department of Small Business and Supplier Diversity.

**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 DSBSD-certified women- and minority-owned businesses when they have received DSBSD 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 DSBSD by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at [www.sbsd.virginia.gov/](http://www.sbsd.virginia.gov/) (Customer Service).**

**Offeror’s Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by DSBSD as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-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 DSBSD-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-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 DSBSD, are you certified as a **(check only one below)**:

<input type="checkbox"/> Small Business	Certification Number: _____
<input type="checkbox"/> Small and Women-owned Business	
<input type="checkbox"/> Small and Minority-owned Business	Certification Date: _____

**Section B**

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

**Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

Small Business Name & Address DSBSD 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
<b>Totals \$</b>					

**ATTACHMENT C – OFFEROR DATA SHEET (TO BE COMPLETED BY OFFEROR AND RETURNED WITH PROPOSAL)**

A. **Qualification of Offeror:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate below the length of time you have been in business providing the services required herein.

\_\_\_\_\_ Year(s) \_\_\_\_\_ Month(s)

B. **References:** List three (3) contacts (preferably a college or university, if available) for whom you have provided this type of service that the University has your permission to contact.

1. \_\_\_\_\_  
Company/Name of Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_ Date(s) of Service  
Phone Number

\_\_\_\_\_  
Email Address

2. \_\_\_\_\_  
Company/Name of Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_ Date(s) of Service  
Phone Number

\_\_\_\_\_  
Email Address

3. \_\_\_\_\_  
Company/Name of Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_ Date(s) of Service  
Phone Number

\_\_\_\_\_  
Email Address

**ATTACHMENT D – QUARTERLY SWaM SUBCONTRACTOR EXPENDITURE REPORTING FORM**

THIS PAGE FOR REFERENCE ONLY – DO NOT COMPLETE FOR RFP#LU214-17-019 PROPOSALS

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Longwood University to the Virginia Department of Small Business and Supplier Diversity (DSBSD). Provide all information requested for actual expenditures for the monthly billing period.

**Reporting Period:** Fiscal Year \_\_\_\_\_ Quarter Ended \_\_\_\_\_

**Prime Contractor Information:** Complete one form for each Prime Contractor

Company Name:		Company Contact:	
Company Address:		Company Tax ID:	
		LU Contact/Project ID:	

**Subcontracting Expenditures:** The amount paid by prime contractors to DSBSD-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Longwood University.

Subcontractor Name	Subcontractor Tax ID	Category * (MB/WB/SB)	Subcontractor Dollar Amount	DSBSD Certification Number

\* Category: (MB) Minority Business, (WB) Women-owned Business, (SB) Small Business.  
(Attach additional pages if necessary)

**Summary of Expenditures by SWaM Category**

Total Subcontracting Amount with Minority Businesses (MB)	Total Subcontracting Amount with Women-owned Business (W)	Total Subcontracting Amount with Small Business (SB)
<b>Submitted by:</b>		<b>Name:</b>
<b>Title:</b>		<b>Signature:</b>
<b>Telephone:</b>		<b>Title:</b>