



**MATERIEL MANAGEMENT & PURCHASING
201 HIGH STREET
LANCASTER HALL, ROOM 207A
FARMVILLE, VIRGINIA 23909**

REQUEST FOR PROPOSALS

#LU214-18-019

STRATEGIC PARTNERSHIP FOR MARKETING THE MBA PROGRAM

May 18, 2018



LONGWOOD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

REQUEST FOR PROPOSALS (RFP)

Issue Date: May 18, 2018
Title: Strategic Partnership for Marketing the MBA Program

RFP#LU214-18-019
Commodity Codes: 91807, 91826, 91832,
91838, 91876

Issuing Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management & Purchasing
201 High Street, Lancaster Hall, Room 207A
Farmville, Virginia 23909

OPTIONAL PRE-PROPOSAL CONFERENCE
Thursday, June 14, 2018 at
3:00 p.m., Lancaster Hall, Room 223
Longwood University
Farmville, Virginia 23909

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

Initial Period Of Contract: September 1, 2018 through August 31, 2019

Sealed Proposals Will Be Received Until: June 28, 2017 at 2:00 p.m. Local Time For Furnishing The Goods/Services Described Herein. **Proposals Shall Be Date/Time Stamped By The University Upon Receipt.**

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 or faxed to (434) 395-2246. **Questions are due by 12:00 noon on June 20, 2018.**

PROPOSALS MUST BE MAILED OR HAND DELIVERED DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. **Note: If you use an express delivery service, you may be told that Farmville, VA/Longwood University is a next day delivery location, but make sure the carrier guarantees delivery by 2:00 p.m.**

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 member of eVA 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 _____

E-mail: _____

Phone: ()
(Toll Free, if available)

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print or Type)

Title: _____

Fax: ()
(Toll Free, if available)

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Strategic Partnership for Marketing the MBA Program

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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 **LU214-18-019**. 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.

Note to Offerors: Parking is difficult, please plan to arrive early. If Offeror requires ADA accommodations to deliver proposal, please contact the Materiel Management & Purchasing Office at (434) 395-2093 twenty-four (24) hours prior to solicitation closing.

INCLEMENT WEATHER / SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check Longwood's website or call for closing information. See the following website: <http://www.longwood.edu> or call the main number at 1-434-395-2000 after 6:00 a.m., to see if Longwood is going to be open or if a suspended schedule has been implemented.

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.

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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 with a private sector consulting and recruiting firm (hereafter “the partner”) for a strategic partnership (hereafter “the partnership”) to increase enrollment in the Masters of Business Administration (MBA) program by several hundred students over the next five years at Longwood University (hereinafter also referred to as “Longwood” or “the University”), an 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://solomon.longwood.edu/media/materiel-management/solomon/General-Terms-and-Conditions-1-Jul-2015.pdf>

D. Data Protection Addendum: <http://solomon.longwood.edu/offices--departments/materiel-management--purchasing/purchasing/>

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 MBA program at Longwood currently has 27 enrolled students. Last academic year, the College of Business and Economics (CBE) spent \$104,000 in an effort to market the program. This fall, a Task Force was charged to review the MBA program. The Task Force determined that the marketing expenditures had not yielded an acceptable return. The University believes that the partner will deliver a much higher benefit per dollar spent than we have received through our own efforts to market the MBA program. Further, the partner’s efforts will be much wider in geographic scope and will increase visibility of the CBE and Longwood University in our region while at the same time broaden our region of influence.

IV. **STATEMENT OF NEEDS:** The CBE is committed to academic excellence as a primary attribute of all its programs. The University seeks a partner whose marketing and recruitment efforts will be consistent with the values of academic excellence in public higher education, and will be aligned with other marketing and branding efforts of Longwood. The University is interested in an approach to marketing and recruitment for online programs that will advance the CBE’s national visibility and reputation.

The CBE seeks a partner who shall provide all labor and resources to provide marketing, recruitment, and related services for the online educational programs specified in the BACKGROUND section above. The CBE shall retain the exclusive rights to all final admissions decisions. In order to be considered for an award, firms must meet the requirements outlined below.

A. **General:**

1. Provide information about your firm to include:

- a. A brief description of your firm, including history, organizational structure, names of principals, location of headquarters and other offices, number and location of employees, and types of services offered.
 - b. If subcontractors are proposed, provide similar information for each proposed subcontractor.
 - c. Include any information that may be of value to Longwood in evaluating your firm's qualifications.
2. Provide an overview of your leadership team, including length of experience working with online academic programs for higher education.
3. Describe your firm's experience as an enabler of online academic programs for higher education, specifically:
 - a. Number of years as a service provider in this sector;
 - b. Number and names of current partner institutions; and
 - c. Breadth of programs supported.
4. Describe your firm's experience with online academic programs similar to those for which the CBE seeks a partner. In addition discuss any successes and challenges your firm has encountered with each of these programs.
5. Describe your firm's ability to provide the staff, resources, technology and management necessary to perform the scope of services.
6. Provide a minimum of three (3) references from other universities similar in scope to the CBE that your firm has successfully served in the past.
7. Describe how your firm will work with different programs at the University requiring differing levels and types of services.
8. Describe the process of program launch, including project management, establishment of benchmarks, and time frame.

B. Market Research:

1. Describe in detail your firm's approach to market research and assessment including how data and processes are used in reporting.
 - a. Provide examples of your firm's success with regard to market assessment.
2. Describe how your firm conducts market research to aid in identifying and aligning current and potential degree/certificate programs with regards to:
 - a. Growth potential;
 - b. Strong operating margins;

- c. Strong completion rates by students; and
 - d. Institutional strengths.
3. Describe your firm's ability to identify specific groups or markets you would target for recruiting/marketing activities for the CBE.

C. Marketing and Recruitment:

The partner shall be responsible for following the Longwood University Graphic Identity Style Manual, for any visual communications of the CBE brand in addition to following Longwood University's Brand Guide, and Academic and Administrative Web Policy.

1. Describe in detail your firm's approach to marketing and brand management.
2. Provide examples of your firm's success with marketing academic programs similar to the CBE programs currently seeking services.
3. Describe your preliminary marketing plan to target highly qualified students that are beyond the CBE's existing reach.
4. Describe your ability to provide high-quality expertise in advanced marketing technical areas, such as search engine optimization, customer relationship management, etc.
5. Describe your ability/plans to inform the CBE in situations where digital marketing might trigger a State Authorization requirement.
6. Describe your firm's plans to ensure that the CBE approval is secured for all marketing collateral to include, marketing messages, approval of marks, and approval of distribution plan.
7. Describe in detail, your firm's approach to recruiting, from initial point of contact through admission and program start.
8. Provide supporting statistics to illustrate your success, such as typical yield (i.e., percentage of offers of admission that result in matriculation) for similar institutions to the CBE.
9. Describe your ability to maintain contact with prospective students through the recruitment and enrollment process.
10. Describe your firm's strategies for and evidence of success in marketing and recruiting regionally, nationally, and internationally. Provide supporting statistics to illustrate your success.
11. Provide any available statistics on the graduation/completion rates of students in academic online programs for which your firm provides marketing and recruitment services.
12. It is very important to the University that marketing and recruitment efforts be appropriate for public higher education and support the academic reputation and vision of Longwood. Describe the checks and balances you have in place that safeguard against hard-sell or high-pressure tactics.

13. Describe your plan to avoid direct competition for leads among your institutional partners.

D. Student Support and Retention:

Describe in detail student support and retention services offered, methodologies used, and flexibility to utilize subsets of services for individual programs. Provide supporting statistics to illustrate your success.

E. Financial:

1. Specify the contract term you propose not to exceed 10 years. (e.g., initial one year, with 9 additional one-year renewal periods).
2. Discuss in detail financial terms for implementation and maintenance of scope of services.
3. Clarify whether revenue splits will be based on net revenue increases attributable to consultant services or to gross tuition.
4. Specify guarantees of program growth your firm can make.
5. Specify incentives/penalties your firm proposes relative to achieving projected program growth.
6. In case of contract termination/cancellation, specify teach-out conditions and residual revenue splits your firm proposes.
7. Specify what percentage of profit will be reinvested in your operations and how the reinvestment will serve to maximize performance.

F. Technology

The CBE currently uses Canvas as a learning management system, and Banner as our student administration system. The CBE will retain management control over these systems, but will entertain best practice suggestions as needed.

1. Does your business practice require direct linkage to our student information system?
2. Describe your technical approach to include a typical implementation timeline, a detailed project plan and a systems level interface document.
3. Does your business practice require any access to our learning management system?
4. Describe application access requirements to the CBE student administration, learning management systems or other applications (specify other applications).
5. Describe requirement/support for real-time access to the CBE student administration or learning management data through a method other than the application.
6. Describe requirement for data from the CBE including data from student administration or learning management applications.

7. Describe support for integration with the CBE's existing systems listed in the background statement including, availability of APIs, toolkits for creating connectors, available services, etc.
8. Provide a full list of application connectors.
9. Describe any other methods of integration supported.
10. Include any additional pricing in your firm's response to section E. **Financial**.
11. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG, located at <http://www.vadsa.org/watg>).
12. Indicate whether your firm will provide the CBE the opportunity to observe and analyze a live demo or at least some sort of prototype.

G. Host Applications:

1. Describe your approach and policy regarding ownership of customer data that resides in your data center.
2. Describe customer rights and abilities regarding moving and copying.
3. Describe vendor and partner practices related to moving and copying data.
4. Describe where services and data storage are located geographically.
5. Describe any exit strategies you offer.

H. Security:

1. Describe how and where any sensitive data (e.g., credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data), is stored on clients, servers, and participating external devices. Describe how the data are protected (e.g. cryptographic algorithms, key size and handling).
2. Describe any communications that are not cryptographically protected (e.g., non-https, non-ldaps, non-ftsps).
3. Describe all authentication and authorization processes and options both end user and among component interfaces.
 - a. Include interoperability with external authentication and authorization sources (e.g., directories, federations, SSO, two-factor authentication).
 - b. Include all pertinent documentation describing interfaces and configuration options.

I. **Privacy:**

Partner shall comply with all applicable State regulations and laws, Federal regulations and laws (e.g., FERPA) and Longwood University policies and standards regarding the protection and security of student records.

1. Provide your privacy statement and that of any partners involved in providing your proposed solution.
2. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.
3. Describe the specific means used to collect such information (e.g., Cookies, Web Bugs, etc.)
4. Describe how information is stored and kept secure.
5. Specify whether you share the user and/or activity information with other parties. If information is shared with other parties, identify specifically who these parties are and respond to Items a. through c. for each.
 - a. Identify the type/specific information being shared with a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.
 - b. Describe the specific means used to collect such information (e.g., via forms, cookies, web bugs, etc.)
 - c. Describe how this information is stored and kept secure.
6. Specify whether your offering includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, please respond to a. through c. below:
 - a. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.
 - b. Describe the specific means used to collect such information (e.g., via forms, cookies, web bugs, etc.)
 - c. Describe how this information is stored and kept secure.

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 submit one (1) signed original hardcopy (paper) of the entire proposal, including all attachments and proprietary information, marked **ORIGINAL**; five (5) additional hardcopies (paper), including all attachments and proprietary information, marked **COPY**; and one (1) copy of the proposal as a PDF file, including all attachments and proprietary information, in electronic format (e.g., flash drive, CD or DVD). If the proposal contains proprietary information, then a redacted copy of the proposal in electronic format must also be submitted and identified as such. The offeror shall make no other distribution of the proposal.

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 goods/services. Offerors are required to submit the following items as a complete proposal:

- 1. The competed 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. Small Business Subcontracting Plan, included as ATTACHMENT B to the RFP.
- 4. Offeror Data Sheet, included as ATTACHMENT C to the RFP.
- 5. 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. Qualifications and experience.	35
2. Specific plans to achieve objectives.	25
3. Small Business Subcontracting Plan.	20
4. Financial Proposal.	15
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 shall designate, in writing, the name of the Contract Administrator who shall 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 shall 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. Contractors should email Catalog or Index Page information to 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>6/28/2018</u>	<u>2:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>LU214-18-019</u>	
Street or Box Number	RFP No.	
_____	Strategic Partnership for	
City, State, Zip Code	<u>Marketing the MBA Program</u>	
	RFP Title	

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

12. **LATE PROPOSALS:** To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation. Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service, should ensure that the proposal is addressed properly (see 9 above). The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Longwood's Purchasing office, address and location on cover page of solicitation.
13. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 3:00 p.m. on June 14, 2018 in Lancaster Hall, Room 223. 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. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
14. **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.
15. **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.

16. **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.
17. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
18. **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.

19. **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.
20. **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, material 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 goods/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 A – WRITTEN PRE-PROPOSAL QUESTION FORM

Project: Strategic Partnership for Marketing the MBA Program
Longwood University
Farmville, Virginia 23909

Attention: Cathryn B. Mobley, CPA, CUPO, VCCO, VCO
Associate Vice President for Administration and Finance
Lancaster Hall, Room 217C
Longwood University
Farmville, Virginia 23909
Fax: 434-395-2246 | Email: materielmanagement@longwood.edu

The following questions are against RFP# LU214-18-019

<u>Section, Page, Paragraph, Line(s)</u>	<u>Question</u>
--	-----------------

All questions shall be received by **12:00 Noon, June 20, 2018**. All responses to questions will be made by addendum. **No questions will be accepted after the deadline.**

Question(s) submitted by:

Name

Company

Email Address: _____

Phone # _____

Fax # _____

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.dmbv.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**):

_____ Small Business	Certification Number: _____
_____ Small and Women-owned Business	
_____ 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
Totals \$					

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 goods/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

Phone Number

Date(s) of Service

Email Address

2.

Company/Name of Contact Person

Address

Phone Number

Date(s) of Service

Email Address

3.

Company/Name of Contact Person

Address

Phone Number

Date(s) of Service

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 Contract/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)

Submitted by: _____ **Name:** _____

Title: _____ **Signature** _____

Telephone: _____ **Title** _____