

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: LU214-17-013

This contract entered into this 6th day of September 2017 by McAllister & Quinn LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Longwood University hereinafter called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From September 6, 2017 through September 5, 2020.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated April 18, 2017;
 - a. The Statement of Needs;
 - b. The General Terms and Conditions together with any negotiated modifications of those General Terms and Conditions;
 - c. The Special Terms and Conditions together with any negotiated modifications of those Special Terms and Conditions;
- (3) The Contractor's Proposal dated May 4, 2017;
- (4) Attachment 1 dated August 23, 2017, as amended August 25, 2017, August 28, 2017, and September 6, 2017 the following agreement, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: Ellen Riddleberger

By: P. Kenneth Copeland, Jr.

Title: Ellen Riddleberger
Vice President
(Print or Type Name and Title)

Title: P. Kenneth Copeland, Jr.
Vice President for Administration and Finance

Date: 9-6-2017

Date: 9/6/17

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.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

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

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

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

August 23, 2017

Longwood University

1. In your presentation, it states that McAllister & Quinn (M&Q) will conduct quarterly on-campus workshops. We would like that to be specified in the contract. Is there a possibility of an additional workshop on campus each year if there is sufficient demand? We would also seek to create a schedule for these workshops that will accommodate the academic calendar [i.e., scheduling workshops when faculty are most likely to be available (avoiding exam weeks, etc.)].

M&Q Response

At a minimum, we will come to campus once per quarter to conduct workshops with faculty, grant working sessions (project planning, design development), or other faculty development activities. We will plan and schedule these workshops and working sessions in coordination with Dr. Joan Neff, Dr. Lara Ferguson, and Dr. Regina Maldve based on faculty availability, the academic calendar, and grant release dates. We are happy to schedule one to two additional workshops and working sessions based on faculty demand and interest. We are also happy to include the above information in the contract.

Longwood University

2. We would also like the contract to explicitly state that M&Q will conduct conference calls every two (2) weeks with the Longwood team.

M&Q Response

Yes, we agree and will include in the contract.

Longwood University

3. We believe you stated that we would have access to quarterly client-only workshops in DC with federal grant-making agency program officers and other experts. If so, are those meetings/workshops solely for Longwood faculty and staff or are they inclusive of your other clients as well? If they include your other clients, how much input would Longwood have into when those meetings are scheduled?

M&Q Response

The quarterly client-only workshops are inclusive of all McAllister & Quinn higher education clients. These workshops are scheduled based on federal program officer availability and federal grant opportunity release dates. Therefore, the schedule of these workshops is pre-determined; however, we are interested in hearing new topic ideas from Longwood University and will do our best to include them in future workshops.

Longwood University

4. Is there any additional cost to Longwood associated with the above 3 contract elements?

M&Q Response

In terms of the on-campus, quarterly workshops with faculty the only additional cost associated would be for travel expenses for M&Q staff (fuel, meals, lodging if required, etc.). However, we typically come for a full day and do not require any hotel expenditures.

For the Grants workshops in Washington D.C., Longwood faculty would be required to cover their travel expenses as well as a fee of up to \$175 per person to cover the breakfast and lunch service provided during the workshop and the facilities rental fee.

Longwood University

5. **On page 9 of your presentation, under Result: 12 month funding strategy, last bullet, please quantify the other Prospecting/Development/Review opportunities mentioned.**

M&Q Response

The other prospecting, development, and review opportunities would be work associated with funding opportunities presented by faculty or the development office (local foundations, independent research grants) or other opportunities listed on the Matrix that Longwood University may be interested in applying to, but are not using our grant writing service. We are happy to provide additional support on these opportunities, such as conducting research to determine competitiveness, introducing faculty to federal program officers, providing copies of previously funded proposals, as well as providing an internal review of proposals developed by Longwood faculty or staff. We ask that this work be coordinated and filtered through our Longwood points of contact (Dr. Neff, Dr. Ferguson, and Dr. Maldve) to insure coordination and that our time is spent on priority projects.

Longwood University

6. **Longwood would be receptive to a longer contract term than was stated in the RFP. Will M&Q accept an initial contract term of three (3) years with seven (7) successive one (1) year optional renewal terms, for a total contract term of 10 years? If so, what effect, if any, would this have on the monthly retainer offered in your proposal?**

M&Q Response

Yes, we will accept an initial contract term of three (3) years; however, we would reserve the right to negotiate any adjustments to the retainer that is commensurate with the scope of work after the initial three (3) year period.

August 25, 2017

Longwood University follow up to #4 above

Travel related costs incurred, if any, shall be billed/reimbursed in accordance with the Commonwealth of Virginia Travel Regulations established by the Virginia Department of Accounts. Is this acceptable to McAllister & Quinn?

August 28, 2017

M&Q Response

Yes.

September 6, 2017

Longwood University follow up to #6 above

Longwood is including the clause below to the contract. Is this acceptable to McAllister & Quinn?

PRICE ESCALATION: No price escalation will be authorized during the initial period of the contract (3 years), unless the scope of services change. If the scope of services remain the same after the initial contract period, price escalation shall not exceed ten percent (10%). Price escalation will be permitted, without a change to the scope of services, at the time of renewal and mutually agreed to by both parties.

M&Q Response

Yes.

Longwood University accepts all of McAllister & Quinn's responses.

END OF NEGOTIATIONS