



ROANOKE HIGHER EDUCATION CENTER



**STRATEGIC PLANNING
REQUEST FOR PROPOSAL (RFP)
RFP #935-19001**

**ISSUED BY
ROANOKE HIGHER EDUCATION CENTER
ROANOKE, VIRGINIA**

JANUARY 25, 2019

Submissions Due: February 20, 2019

**REQUEST FOR PROPOSALS
RFP 935-19001**

Issue Date: January 25, 2019

Title: STRATEGIC PLANNING

Commodity Code: 91890

Issuing Agency: Roanoke Higher Education Center
108 North Jefferson, Suite 208
Roanoke, Virginia 24016

Period of Performance: Upon contract execution through March 31, 2020

Sealed Proposals Due Date/Time: February 20, 2019 up to and including 5:00 pm EST. **PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.**

Questions/Inquires: E-mail all inquiries for information to: kay.dunkley@education.edu

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ROANOKE HIGHER EDUCATION CENTER, ATTN: DR. KAY DUNKLEY, EXECUTIVE DIRECTOR, 108 N. JEFFERSON STREET, ROANOKE, VA 24016. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Roanoke Higher Education Center, Attn: Dr. Dunkley, Executive Director, 108 N. Jefferson Street, Suite 208, Roanoke, VA 24016

In Compliance With This Request for Proposals and To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Goods/Services described at the prices indicated in proposed fees.

Legal Name and Address of Firm/Offeror (Print)	Date:	
	Signature:	
	Printed Name:	
	Title:	
	Phone:	
FEI/FIN Number ¹ :	Fax:	
Are You A Registered eVA Procurement Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Date Completed:
(www.eva.virginia.gov)		
Check all that apply: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual		
Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____		
Certification Category: <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Micro <input type="checkbox"/> Small Business (www.dsbsd.virginia.gov) for additional information.		

¹ Contractor is REQUIRED to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting. **This authority does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a offeror or 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. GENERAL INFORMATION

1. SUMMARY AND BACKGROUND.

MISSION STATEMENT. The Roanoke Higher Education Center (RHEC) provides citizens of the Roanoke region access to educational opportunities through the delivery of workforce certificate programs and licensures, degree completion programs, associate's, bachelor's, and graduate degrees.

VISION STATEMENT. The Roanoke Higher Education Center is known throughout the Greater Roanoke Region for the collaborative life-long learning programs and services offered by its eleven (11) member institutions.

OUR IMPACT ON THE REGION. The Center is unique in the number and types of organizations that have joined forces in one location to expand access to educational resources at every level, from earning a GED to receiving an associate, bachelor's, master's or doctorate degree, as well as access to obtaining workforce certifications and endorsements. The testing center offers proctoring for graduate school exams, prior learning assessments, licensing exams, and other industry specific tests.

According to the 2010 study prepared by the Roanoke Alleghany Regional Commission, the Roanoke Higher Education Center generates nearly \$32 million dollars in annual stimulus for the local economy and supports more than 300 local jobs. An updated impact study will be conducted in 2020.

2. REQUEST FOR PROPOSALS.

The Roanoke Higher Education Center invites competitive sealed proposals from experts who have experience in assisting organizations develop strategic plans, vision and mission statements. The plan will guide the Board of Trustees of the Roanoke Higher Education Authority (RHEA), the Board of Directors of the Roanoke Higher Education Center's Foundation, and the RHEA staff. This document is intended to serve as a clear pathway of how the work of the center can be expanded, better serve the citizens of the region, and create a better skilled talent pool for the jobs of today and tomorrow.

The Roanoke Higher Education Center is seeking a partner to:

- Work collaboratively with the Executive Director to engage in a strategic planning process with stakeholders to ensure strategies are responsive to advancing the work of the Center.
- Develop a list of stakeholders, both internal and external, that includes members of the Board of Trustees, Board of Directors of the Foundation, representatives from colleges and universities who occupy space at the center, RHEC executive team and staff, students, and community leaders who will be asked to participate in focus groups and/or complete questionnaires.
- Develop a questionnaire specific to each group, collect data, and compile feedback.
- Facilitate several focus group meetings to seek input from stakeholders on how to advance the work of the higher education center and better serve the educational and training needs of the region. Collect the data and compile feedback.
- Be prepared to share the plan at the November 19, 2019 Executive Committee of the Board of Trustees.

3. PROPOSAL GUIDELINES.

This Request for Proposal represents the requirements for an open and competitive process.

SUBMISSION:

One printed original and one copy of the RFP response should be submitted in a sealed package to the Roanoke Higher Education Center on or before **5:00 pm EST on February 20, 2019.**

Submit proposals in a sealed envelope with the following information:

TITLE: Strategic Planning
DUE DATE: Wednesday, February 20, 2019; 5:00 pm EST
ATTN: Kay Dunkley, Executive Director
LOCATION: Roanoke Higher Education Center
108 N. Jefferson Street
Roanoke, VA 24016

Offerors assume full responsibility for the delivery of the completed proposals to the address noted above on or before the deadline for submission. The RHEC is not responsible for any loss or delay with respect to the delivery of the proposals. **ANY PROPOSAL RECEIVED BY THE RHEC AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED AND WILL BE RETURNED TO SENDER.**

4. BUDGET.

All proposals must include proposed costs to complete the tasks. All costs and fees must be clearly described in each proposal.

Prices stated in proposals must be held firm for sixty (60) days from proposal submission.

5. SUBMITTAL INSTRUCTIONS.

5.1. Form of Proposals Submitted

- 5.1.a. Sealed proposals will not be accepted by e-mail or facsimile.
- 5.1.b. The RHEC reserves the right to consider informal any proposal not prepared in accordance with instructions.

5.2. Preparation of Proposals

- 5.2.a. Proposals should be prepared simply and economically, providing a straightforward, concise description of the items or services offered.
- 5.2.b. The RHEC will not be responsible for any proposal preparation or submission costs.

5.3. Exceptions; Alternates

- 5.3.a. Offerors that take exception to any part of this RFP or intend to offer an alternate product to that specified, must so indicate in their proposal. Failure to do so shall be interpreted as the Offeror's intent to comply with all instructions, terms, conditions, and specifications herein.

5.4. Withdrawal

- 5.4.a. Any offer may be withdrawn before the scheduled time of opening. After an offer has been opened, it may not be withdrawn during the period stated herein, for which prices and terms must remain valid.
- 5.4.b. The request to withdraw an offer must be made in writing addressed to Dr. Kay Dunkley, kay.dunkley@education.edu.

5.5. Receipt and Opening of Offers

5.5.a. Each offer shall be submitted to Dr. Kay Dunkley or her designated representative, Carla James-Jackson, at the place specified herein, on or before the day and hour fixed for its submission. Offers received prior to that time will be securely kept unopened. No responsibility will attach to the RHEC or its representative(s) for premature opening of any offer not secured and addressed as specified above.

6. RESERVATIONS.

The RHEC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities or technicalities, or to negotiate with all responsible Offerors, in any manner necessary, to serve the best interest of the RHEC.

Further, the RHEC reserves the right to make an award in whole, in part, or no award at all.

The RHEC also reserves the right to increase or decrease the quantities of any materials or services for which it is soliciting offers hereunder.

7. CONTRACT TERMS.

It is anticipated that this contract will be effective for one (1) year following contract signature and is subject to subsequent annual renewal as determined advantageous and necessary to support the needs and goals of the RHEC.

The final contract terms and conditions will be negotiated upon selection of the qualified offeror for this RFP.

II. SCOPE OF SERVICES

The RHEC seeks proposals from qualified firms with comprehensive strategic planning experience to provide a strategic plan, mission and vision statement for the Roanoke Higher Education Authority. The proposal should also address the development of a mission for the Roanoke Higher Education Center's Foundation that is aligned with that of the Authority.

1. Strategic direction

- 1.1. Develop the plan with input from multiple key stakeholders.
- 1.2. Develop key planning assumptions that will guide the decision making and the direction of the Authority and the Center for the next five years.
- 1.3. Create a detailed and comprehensive plan for year one and take each strategy and develop action steps to achieve it, including who is responsible and the date by which it will be completed.
- 1.4. Develop a plan for the next four years that addresses growth and change but allows flexibility in action steps and time lines.

2. Implementation and Action Plan.

- 2.1. Develop an agreed upon vision and mission that will guide the Authority and the Foundation for the next five years.

2.2. Develop communications strategies to include:

- How to communicate to the Board of Trustees of the Authority, Board of Directors of the Foundation, partner institutions, community leaders and students.
- Ways to showcase the plan through promotional materials and social media.
- Techniques for sharing the plan with staff.

III. BASIS OF SELECTION

Projects may be awarded based on the RHEC's knowledge of the expertise of the firm in a given area, competitively offer among all pre-qualified firms, or by other means determined to provide the best overall value to the RHEC.

1. The RHEC will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

- 1.1. The firm's ability to provide the RHEC with the services as described in Section II, Scope of Services. Preference will be given to proposers with demonstrated experience in facilitating focus groups, developing questionnaires, analyzing data, developing strategic plans and action steps, and proven ways to communicate the plan.
- 1.2. The firm's experience and demonstrated efficacy in providing Services similar to those described in this RFP, to include the firm's references from clients. Experience understanding, interpreting and working within established institutional reputation, and values.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

1. **General Requirements:**

- 1.1. RFP Responses: In order to be considered for selection, the Offeror shall submit a complete response to this RFP. **One (1) original and one (1) copy** of the proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the Offeror. All document versions must match, with the redacted version containing the same text, just blackened for personally identifiable information, trade secrets, and proprietary information for which the Offeror must invoke in writing the protections of Section 2.2-4342F of the *Code of Virginia*. See Section IV,1.3e.
- 1.2. Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to the RFP to the RHEC contact indicated on the face of this document for the duration of this Proposal process. Failure to do so may jeopardize further consideration of the Offeror's proposal.
- 1.3. Proposal Presentation:
 - 1.3.a. Sign and Complete: Proposal shall be signed by an authorized representative of the Offeror. See page 2. The original proposal must be clearly marked on the outside of the proposal. All information requested must be submitted. Failure to submit all information requested may result in the RHEC 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 RHEC. Mandatory requirements are those required by law or regulation or are such that they cannot be

waived and are not subject to negotiation. All information requested by this Request for Proposal on the ownership, utilization, and planned involvement of small businesses; women-owned businesses and minority-owned businesses must be submitted. See Attachment E. If an Offeror fails to submit all information requested, the RHEC may require prompt submission of missing information after the receipt of proposals.

- 1.3.b. Concise & Clear: 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.
- 1.3.c. Organization: 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 attachment, paragraph number, sub letter, 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 sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- 1.3.d. Word Usage: 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 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 Offeror's proposal.
- 1.3.e. Binding, Ownership, FOIA: The original proposal should be bound or contained in a single volume where practical (ex: ring binder, spiral bound, stapled, etc.). All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to Roanoke Higher Education Center and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
- 1.3.f. Legal Agreement: Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General

Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the university.

- 1.4. **Presentations**: Offerors who submit a proposal in response to this RFP may be invited to give a presentation of their proposal to the RHEC. 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 negotiations. The RHEC will schedule the time and location of these presentations. Presentations are an option for the RHEC and may or may not be conducted.

RHEC expects Offerors who are invited to give a presentation to utilize the person or persons who will be working on the project to conduct the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection. See Section X for the estimated schedule.

V. SPECIFIC PROPOSAL CONTENTS

Proposals should be as thorough as possible to allow the RHEC to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal:

1. Executive Summary

An executive summary of your proposal, highlighting specific strengths, and how those strengths transfer into value for the RHEC. Include a company profile which covers:

- 1.1. A brief history, organizational structure and general overview of your company and philosophy.
- 1.2. The name of the firm's primary contact during the RFP process, to include phone numbers and email address.
- 1.3. Projected timeline for delivery of services relative to award date of the contract.

2. Relevant Experience

Provide samples, case studies, etc. of services similar to those requested in this RFP (see Section II) that have been provided, including, where possible, for higher education and/or non-profit clients.

- 2.1. Each firm must furnish at least four (4) current (within the last two years) project references for which the firm has provided similar services. Include the name of the organization served, the year the project was implemented, the name of the contact person, a contact telephone number, and email address. (Attachment D)

3. Personnel. Provide resumes/qualifications of all key support personnel.

4. Ability to Support

In detail, describe the firm's ability and plan to provide the services outlined in the RFP Scope of Services. Include specific examples of recent, relevant strategic planning projects for higher education and/or non-profits within the last three years.

Qualified offerors will demonstrate a complete and thorough understanding of all services required and proven past performance with similar projects, services, and clients.

5. **Proposed Fees.** Provide the firm’s proposed fees/rate structure. The proposed fee structure should include all aspects of your operation to include labor, overhead, travel expense reimbursements and relevant considerations necessary to understand the likely total cost of service for each offeror.
6. **Complete and Sign.** The return of the completed RFP inside cover sheet (See page 2) and addenda acknowledgements, if any, signed, and filled out as required.

VI. OFFEROR QUALIFICATIONS

1. **Qualified Offerors will possess:**
 - 1.1. Demonstrated expertise in strategic planning process with academic institutions
 - 1.2. Proven knowledge and understanding of higher education’s role in economic development
2. **Qualified Offerors shall demonstrate a history of success with:**
 - 2.1. Strategic planning
 - 2.2. Development of vision and mission statements
 - 2.3. Development of questionnaires
 - 2.4. Focus Group Facilitation
 - 2.5. Development of communication strategies thru printed materials and social media
3. **Small business enterprises are encouraged to respond to this solicitation:**
 - 3.1. The RHEC is committed to increasing procurement opportunities for small and micro businesses, including small or micro businesses that are owned by minorities, women, or disabled veterans, strengthening the Commonwealth’s overall economic growth through the development of its suppliers.

VII. EVALUATION AND AWARD CRITERIA

1. **Evaluation Criteria:** Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs and represents the best value for RHEC. The proposals will be evaluated by RHEC using the following weighted evaluation criteria.

	Evaluation Criteria	Percentage of Points
1	Qualifications and Relevant Experience (1.1)	25%
2	Capabilities, Skills, and Capacity (1.2)	25%
3	Approach and Methodology	20%
4	Price	20%
5	SWaM – Participation of Small Businesses and Businesses Owned by Women and Minorities	10%
	TOTAL	100%

2. **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 criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers 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 RHEC may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the RHEC 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.

VIII. REPORTING AND DELIVERY REQUIREMENTS

1. The Contractor shall provide reporting and delivery as negotiated.

IX. INVOICING AND PAYMENT

1. The Contractor shall submit a fully itemized invoice that references the RHEC contract number, description of services, 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 or Email Invoice(s) to:

Roanoke Higher Education Center
Financial Services
108 N. Jefferson St.
Roanoke, VA 24016
Email: lori.vancuren@education.edu

X. ATTACHMENTS

- Attachment A-C: Information and Compliance
- Sample Contract
 - General Terms and Conditions
 - Special Terms and Conditions
- Attachment D-F: To be completed and submitted by Offeror
- Offeror's References
 - State Corporation Commission
 - SWaM Utilization Plan

ATTACHMENT A
Sample Contract

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP 935-19001 PROPOSALS

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT FORM

This contract entered into this ____ day of _____, 20____, by _____, located at (insert complete physical address), hereinafter call the “Contractor” and Roanoke Higher Education Center, called the “Purchasing Agency, located at 108 N. Jefferson St., Roanoke, VA 24016”

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

II. SCOPE OF WORK: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

III. TERM OF CONTRACT: From _____ through _____ with _____ (1) year renewal options or as negotiated, to include all contractual provisions herein.

IV. THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- A. This signed form Commonwealth of Virginia’s Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-RHEC and Special Terms and Conditions.
- B. Roanoke Higher Education’s Request for Proposal (RFP) RFPxxx-xxxxx dated _____, Addendum xxx dated _____ (list all addendums in the format) (Attachment A);
- C. Contractor’s Proposal signed and dated _____ (Attachment B);
- D. Contractor’s supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:
 - 1. (list each document by title and execution date)
- E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal #RFPxxx-xxxx, the Contractor’s Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

V. FINANCIAL CONSIDERATIONS:

VI. COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:

VII. SPECIAL TERMS AND CONDITIONS:

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

CONTRACTOR:		PURCHASING AGENCY: RHEC	
Print Name:		Print Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

REMAINDER OF THIS PAGE LEFT BLANK

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

Vendor: These general rules and conditions shall apply to all purchases and be part of each solicitation and every contract awarded by RHEC, unless otherwise specified. The RHEC Executive Director is responsible for the purchasing activity of RHEC. The term "RHEC" as used herein refers to the contracting entity which is the signatory on the contract. Offers or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting an offer. Failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, offerors on all solicitations issued by the RHEC Executive Director will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1.0 **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review by accessing it electronically at <https://vascupp.org/hem.pdf>.
- 2.0 **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 3.0 **ANTI-DISCRIMINATION:** By submitting their offers, offerors certify to the RHEC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 3.1 and 3.2 below apply:

- 3.1 During the performance of this contract, the contractor agrees as follows:
 - 3.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 3.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 3.2 The contractor will include the provisions of 3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 4.0 **ETHICS IN PUBLIC CONTRACTING:** By submitting their offer, offerors certify that their offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance,

deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5.0 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with RHEC, the contractor certifies that the contractor does not and shall not during the performance of this contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

6.0 **DEBARMENT STATUS:** By submitting their offer, offerors certify that they are not currently debarred by RHEC or the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7.0 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the RHEC all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the RHEC under said contract.

8.0 **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the RHEC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

9.0 **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the RHEC.

10.0 **PAYMENT:**

10.1 **To Prime Contractor:**

10.1.1 Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

10.1.2 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

10.1.3 All goods or services provided under this contract or purchase order, that are to be paid for with RHEC funds, shall be billed by the contractor at the contract price, regardless of which partnering affiliate is being billed.

10.1.4 The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

10.1.5 **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the RHEC shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

10.2 **To Subcontractors:**

- 10.2.1 A contractor awarded a contract under this solicitation is hereby obligated:
- 10.2.1.1 To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the RHEC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- 10.2.1.2 To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- 10.2.2 The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from RHEC, except for amounts withheld as stated in (10.2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the RHEC.
- 10.2.3 Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 11.0 **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 12.0 **QUALIFICATIONS OFFERORS:** The RHEC may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the RHEC all such information and data for this purpose as may be requested. The RHEC reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The RHEC further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy the RHEC that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 13.0 **TESTING AND INSPECTION:** The RHEC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 14.0 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the RHEC.
- 15.0 **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- 15.1 The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or with the same broad product or service categories as were included in the contract award. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 15.2 The RHEC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, shall await RHEC's written decision affirming, modifying, or revoking the prior written notices. If RHEC decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give RHEC a credit for any savings. Said compensation shall be determined by one of the following methods:

- 15.2.1 By mutual agreement between the parties in writing; or
- 15.2.2 By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the RHEC's right to audit the contractor's records and/or to determine the correct number of units independently; or
- 15.2.3 By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the RHEC with all vouchers and records of expenses incurred and savings realized. The RHEC shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the RHEC within thirty (30) days from the date of receipt of the written order from the RHEC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the RHEC or with the performance of the contract generally.

16.0 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the RHEC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the RHEC may have.

17.0 **TAXES:** Sales to the RHEC are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

18.0 **INSURANCE:** By signing and submitting an offer under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

18.1 Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

18.2 Employer's Liability - \$100,000.

18.2.1 Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The RHEC must be named as an additional insured and so endorsed on the policy.

18.2.2 Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by RHEC is to be used in the contract). Contractor must assure that the required coverage is maintained by the contractor (or third party owner of such motor vehicle.)

18.2.3	<u>Profession/Service</u>	<u>Limits</u>
	Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
	Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
	Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
	Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists,	

Registered or Licensed Practical Nurses,
Pharmacists, Physicians, Podiatrists,
Chiropractors, Physical Therapists, \$1,725,000 per occurrence, \$3,000,000 aggregate*
Physical Therapist Assistants, Clinical
Psychologists, Clinical Social Workers,
Professional Counselors, Hospitals, or
Health Maintenance Organizations.)

*(Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with Code of Virginia §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

19.0 **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, RHEC will publicly post such notice on the eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

20.0 **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

21.0 **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22.0 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the RHCA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

23.0 **OFFER PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

24.0 **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

25.0 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid 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.

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ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

- 1.0 **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 RHEC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- 2.0 **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for (60) days. At the end of the (60) days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- 3.0 **CANCELLATION OF CONTRACT:** The RHEC 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 be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 4.0 **CONTRACT PARTICIPATION:** This procurement is being conducted on behalf of RHEC and their partnering affiliates who may be added or deleted at any time during the period of the contract. 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 RHEC's affiliated corporations and/or partnerships 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 contract terms. The contractor shall notify RHEC 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 RHEC. RHEC 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 RHEC 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.

- 5.0 **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in 5 (five) purchase order(s) with the applicable eVA transaction fee assessed for each other.

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 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.

- 6.0 **IDENTIFICATION OF OFFER ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed offer should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder/Offeror	Due Date	Time
Street or Box Number	IFB No./RFP No.	
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer Patrick Hilt

The envelope should be addressed as directed on Page 1 of the solicitation. If an offer not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the offer to be disqualified. Offers may be

hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope.

- 7.0 **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.
- 8.0 **REFERENCES:** Offerors shall provide a list of at least four (4) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number by completing **Attachment D**.
- 9.0 **RENEWAL OF CONTRACT:** This contract's software support/maintenance services may be renewed by RHEC upon written agreement of both parties for **four (4) successive one (1) year periods** under the terms and conditions of the original contract except as stated in a. and b. below. Price increase may be negotiated only at the time of renewal. Written notice of RHEC's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If RHEC elects to exercise the option to renew the Software support/maintenance services for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original agreement increased/decreased by more than the percentage increase/decrease of the **"Professional Services"** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor statistics for the latest twelve months for which statistics are available.
- b. If during any subsequent renewal periods, RHEC elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **"Professional Services"** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 10.0 **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE (ATTACHMENT F):**
- a. 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 potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned 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. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, 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 or service provided.

- 11.0 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offer organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its offer 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 offer a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (**Attachment E**). Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- 12.0 **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of RHEC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish RHEC 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.
- 13.0 **PROPIERTARY INFORMATION:** Ownership of all data, material and documentation originated and prepared for the State pursuant to the IFB shall belong exclusively to the State and be subject to public disclosure under the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by a 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 offer document, line items prices, and/or total offer prices as proprietary or trade secrets is not acceptable and will result in rejection of the offer.
- 14.0 **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.

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ATTACHMENT D

REFERENCE SHEET

To Be Completed By Offeror

1. **QUALIFICATION OF OFFEROR:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: _____years ___ months.
3. **REFERENCES:** Indicate below a list of least four (4) recent references for which you have strategic planning services. Include the date service was furnished and the name and address of the person the RHEC has your permission to contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON; E-MAIL & PHONE NUMBER
(1)		
		()

(2)		
		()

(3)		
		()

(4)		
		()

ATTACHMENT E

STATE CORPORATION COMMISSION

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

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

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

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

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

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

ATTACHMENT F

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for offers. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the offer due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offer to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____

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 for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/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 (\$ or %)
Totals \$					