



NORTHERN VIRGINIA COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
(RFP)

Issue Date: October 19, 2009

RFP: #941-09RD

Title: "SET ASIDE FOR SMALL BUSINESSES" - Finance & Administrative Services – Customer Service Initiative

NIGP COMMODITY CODE: 91800

Issuing Agency:

**Northern Virginia Community College
Purchasing Office – CW Building Room 314
8333 Little River Turnpike
Annandale, VA. 22003 - 3796**

Using Agency and/or Location
Where Work Will Be Performed:

Northern Virginia Community College – AN Campus
Human Resources Dept – Same as Above

Period of Contract: Date of Award through February 12, 2010

Proposals Will Be Received Until 2:30 P.M(EST) - November 18, 2009 For Furnishing the Goods/Services Described Herein

All Inquiries For Information Should Be Directed To:
Mr. Ron Davis, Senior Buyer - Phone: (703) 323-3738
Fax: (703) 323-3019, E-mail: rdavis@nvcc.edu. (Preferred)

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Northern Virginia Community College, Purchasing Office, College Warehouse (CW) Room 314 (3rd Floor), 8333 Little River Turnpike, Annandale, VA 22003. Any proposals delivered incorrectly to other locations and not to the Purchasing Office as indicated above by specific date and time **will not** be accepted and returned to the Offeror. This service is being procured through an informal Request for Proposal process.

In compliance With This Request For Proposals and To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services in accordance With the Attached Signed Proposal Or as Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink)

eVA Vendor ID or DUNS number: _____

Name: _____
(Print)

Phone No. : _____

Title: _____

FAX No. : _____

Email: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an 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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ATTACHMENTS:

- A CONFLICT OF INTEREST STATEMENT
- B OFFEROR'S DATA SHEET
- C COMMONWEALTH OF VIRGINIA STANDARD FORM CONTRACT

1. **PURPOSE:** The purpose and intent of this informal Request for Proposals (RFP) is to solicit proposals from qualified firms to establish a contract through competitive negotiations to provide a complete analysis of the customer service culture of Virginia Community College, an agency of the Commonwealth of Virginia and the lead agency for this procurement, herein and thereafter referred to as the “College”. For ease of reference, those firms submitting a response to this Request for Proposal will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a “Contractor”. Proposals will be accepted from qualified firms as defined herein.
2. **PERIOD OF CONTRACT:** The Contract shall be for a period as stated below only with no option to extend. All related tasks and deliverables must be delivered no later than February 12, 2010.

The contract period shall commence Date of Award through February 12, 2010.

3. **BACKGROUND:**

Northern Virginia Community College is a state supported College of the Commonwealth of Virginia serving the Counties of Arlington, Fairfax, Loudoun, and Prince Williams, in addition to the cities of Alexandria, Falls Church, Fairfax, Manassas Park, Manassas, Springfield, and has six campuses located in Northern Virginia. It is imperative that all services shall be provided in an efficient manner and in support of the mission of the College. The College strives to meet the educational and training needs of people with differing abilities, education, experiences and individual goals through a variety of curricula and community services.

The Finance and Administrative Services Division of Northern Virginia Community College is seeking assistance in accomplishing a Customer Services initiative.

4. **STATEMENT OF NEED:**

General Requirements: The College is requesting proposals from full-service organizations for a comprehensive analysis of the customer service culture of the College.

- Develop, prepare, and conduct surveys of college personnel.
- Prepare and conduct interviews with key administrative personnel of the college.
- Describe the methodology in providing and accomplishing the requirements. (Written Narrative)
- The final deliverable(s) shall be a report and a PowerPoint presentation that presents the results, to include findings and conclusions from the research, and recommendations for specific actions to be taken as result of findings.
- Describe all of the products and deliverables to be provided.
- Provide a Schedule: Offeror shall describe a specific project development timeline and plan. The deadline for submission and completion of the required deliverables must be provided prior to Feb. 12, 2010.

Specific Requirements: Offerors proposals shall provide the following:

- Prepare and conduct interviews with five (5) senior executives to be determined by the College to assess the customer service culture at the College.

- Prepare and administer online surveys of 100 employees to be determined by the College to assess the level of customer services now being provided.
- Prepare and deliver a report to the College assigned liaison summarizing research findings and recommendations indicating overall assessment including areas that need improvement.
- Offeror shall meet with up to 20 senior administrators and/or mid level managers to present findings and identify specific actions the College should consider to improve the customer service culture at the College.
- Offeror shall meet with the College Liaison, VP of Fin. & Adm. Services, and other College personnel as needed to accomplish this customer service initiative.

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

5.1 **GENERAL INSTRUCTIONS:**

5.1.1 **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the College. The Offeror shall make no other distribution of this proposal.

5.1.2. **Proposal Preparation:**

5.1.2.1. Proposals shall be signed by an authorized representative of the Offeror. All information requested must 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.

5.1.2.2. 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 contents.

5.1.2.3. Proposals must 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.

5.1.2.4. 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.

5.1.2.5. Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

5.1.2.6. 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 § 2.2-4234F 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.

5.1.3. **Oral Presentations:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College. 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 College 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.

5.2 **Specific Proposal Instructions:** Proposals should be as thorough and detailed as possible so that Northern Virginia Community College may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

5.2.1. **RFP Submittal:** Return the RFP cover sheet and all addenda acknowledgements, if any, must be signed, and filled out as required.

5.2.2. **Company Experience:** A written narrative of the experience and expertise of the Offeror, to include (Reference Section 9, Offeror Qualifications, for additional submission requirements):

5.2.2.1. Corporation/Company Profile

5.2.2.2. Experience of the firm in providing specified services and include a list of current client accounts.

5.2.2.3. A written narrative statement to include; names, qualifications, and experience of personnel assigned to the project. Include titles and resumes of all management personnel assigned and the person(s) selected to have final responsibility for account management.

by any proposed vendor. The College 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).

- 7.2 **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 factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but 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. Northern Virginia Community College may cancel this Request for Proposals or any portion thereof 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 (§ 2.2-4359 *Code of Virginia*). Should Northern Virginia Community College 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.

8. **REPORTING AND DELIVERABLES:**

Northern Virginia Community College will designate and/or assign a Project Manager (Liaison) who will be the central point of contact for the contractor. The assigned Project Manager (Liaison) shall represent the College through-out the contract period. The Project Manager (Liaison) shall on an as needed basis schedule meetings, measure progress, and receive all deliverables.

- The Contractor shall participate in a start-up meeting at the Northern Virginia Community College with the Project Manager (Liaison) to define parameters.
- The Contractor shall provide a weekly progress report to Northern Virginia Community College's Project Manager (Liaison) indicating status.
- Reports shall state specific accomplishments achieved during the reporting period and if applicable confirm or revise projected completion dates for additional assigned tasks. .
- The Project Manager (Liaison) may request the contractor to make at least two (2) or more oral informational presentation to persons within the organization, as necessary, and related assigned projects. .
- All work shall be completed and final report delivered to the College prior to February 12, 2010.

9. **GENERAL TERMS AND CONDITIONS:**

- 9.1 **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any changes and revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is section 7.19 of the *Vendor's Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals".
- 9.2 **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 the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- 9.3 **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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).
- 9.3.1 In every contract over \$10,000 the provisions in 9.3.2(a-c), and 9.3.3. below apply:
- 9.3.2 During the performance of this contract, the Contractor agrees as follows:
- a) 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.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 9.3.3 The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 9.4 **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 9.5 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 9.6 **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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.

- 9.7 ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 9.8 MANDATORY USE OF STATE FORM AND TERMS OF CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 9.9 CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- 9.10 PAYMENT:
- 9.10.1 To Prime Contractor:
- 9.10.1.1 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 contract number and/or the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 9.10.1.2 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.
- 9.10.1.3 All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- 9.10.1.4 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.
- 9.10.1.5 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 that 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 Commonwealth 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).

9.10.2 To Subcontractors:

9.10.2.2 A Contractor awarded a contract under this solicitation is hereby obligated:

9.10.2.2.1 To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

9.10.2.2.2. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

9.10.2.2.3 The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

9.10.2.2.4 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.

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

9.11 PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

9.12 QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform

the services and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

9.13 TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

9.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

9.15 CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

9.15.1. The parties may agree in writing to modify the scope of the contract. 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.

9.15.2 The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

9.15.3. By mutual agreement between the parties in writing; or

9.15.3.1.1 By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

9.15.3.1.2 By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and record of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes

ordered by the Purchasing Agency or with the performance of the contract generally.

- 9.16 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- 9.17 TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 9.18 INSURANCE: By signing and submitting a proposal 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 worker's 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 these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- 9.18.1 INSURANCE COVERAGES AND LIMITS REQUIRED:
- 9.18.1.1 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.
- 9.18.1.2 Employers Liability - \$100,000
- 9.18.1.3 Commercial General Liability - \$1,000,000 combined single limit.
- Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- 9.18.1.4 Automobile Liability - \$1,000,000 per occurrence.
- 9.19 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, Northern Virginia Community College's Purchasing Office, will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- 9.20 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 are 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 who 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.

- 9.21 NON-DISCRIMINATION OF CONTRACTORS: A Offeror, or Contractor shall not be discriminate against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, against faith based organizational status, any other basis prohibited by law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provided.
- 9.22 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISGRATION: 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 Offerors must register in eVA; failure to register will result in the proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- 9.23 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 9.24 BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

- 9.25 **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

10. SPECIAL TERMS AND CONDITIONS:

- 10.1 **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the 120 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.
- 10.2 **ADVERTISING:** In the event a contract is awarded for supplies, equipment or services resulting from this proposal, no indication of such sales or service to Northern Virginia Community College will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 10.3 **AUDIT:** The Contractor hereby agrees to retain all books records and other documents relative to this contract for five 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 audit.
- 10.5 **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- 10.6 **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.
- 10.7 **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror’s proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

- 10.8 **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 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.
- 10.9 **IDENTIFICATION OF PROPOSAL ENVELOPE/PACKAGE:** 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>November 18, 2009</u>	<u>2:30 PM(EST)</u>
Name of Bidder	Due Date	Time
_____	<u>RFP #941-09RD</u>	_____
Street or Box Number	RFP Number	
_____	<u>Fin. & Adm. Svcs – Customer Services Initiative</u>	
State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: **Ron Davis, CPPB, VCO, Senior Buyer**

The envelope/package should be addressed as directed on Page I of the solicitation.

- 10.10 **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- 10.11 **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.
- 10.12 **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Office. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish to the Purchasing Office 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 the subcontractor(s) and shall assure compliance with all requirements of the contract.
- 10.13 **LATE PROPOSALS:** To be considered, all proposals must be received and stamped in at the address given on or before the date and hour designated on the solicitation. Offerors must pay particular attention to insure the proposal is properly addressed. The College is not responsible if the proposal does not reach the destination specified by the appoint time and date. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in receipt of responses is that time on the automatic time/date stamp machine located in the Purchasing Office.
- 10.14 **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces

resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

10.15 eVA BUSSINESS-TO-GOVERNMENT CONTRACTS and ORDERS: The solicitation/contract will result in (one) purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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.

10.16 SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases is made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-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 DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/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 Minority Business Enterprise (DMBE) 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 DMBE 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 monthly 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 DMBE 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 monthly basis, information on use of subcontractors that are not DMBE-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. **METHOD OF PAYMENT:** Northern Virginia Community College prefers to make one (1) lump sum payment, for a firm fixed price, upon completion and acceptance to the project. The payment will be made with a term of Net 30 days upon completion, acceptance, and/or receipt of invoice.

Northern Virginia Community College
Attn: Controller's Office
4001 Wakefield Chapel Road
Annandale, VA 22003

ATTACHMENT A

CONFLICT OF INTEREST STATEMENT

NOTICE TO OFFEROR: ENSURE THAT THE SOLICITATION IS THOROUGHLY READ AND COMPLETED. COMPLETE, SIGN, AND RETURN THE INFORMATION REQUESTED BELOW WITH YOUR PROPOSAL.

FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR PROPOSAL NON-RESPONSIVE.

NAME: _____ Title: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL IDENTIFICATION NUMBER (FIN): _____

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE):

- | | |
|--|--|
| ☐ SMALL BUSINESS | ☐ INDIVIDUAL BUSINESS |
| ☐ WOMAN-OWNED BUSINESS | ☐ SOLE PROPRIETORSHIP |
| ☐ MINORITY-OWNED BUSINESS | ☐ PARTNERSHIP |
| ☐ SHELTERED WORKSHOP | ☐ CORPORATION |

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE *CODE OF VIRGINIA, SECTION 2.1-639.1 -639.24?*

() YES () NO

IF YES, EXPLAIN:

OFFEROR SIGNATURE

DATE

ATTACHMENT B

OFFEROR DATA SHEET

To Be Completed by Offeror

Qualification of Offeror: The offeror shall have the capabilities and the capacity in all respects to fully satisfy all of the contractual requirements.

Years in Business: Indicate the length of time that your company have been in business providing the type of service being sought in this solicitation: _____
Years _____ Months.

References: Indicate below a listing of a least four (4) recent references for whom you have provided the type and scope of service being sought in this solicitation, in the last two years. Include the date the service was furnished and the name and address of the person our Agency has your permission to contact. A separate listing may be attached if needed.

Certified Minority

Contractor: Please state if your company is a registered and certified minority contractor in the Commonwealth of Virginia _____

<u>CLIENT</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE#</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ATTACHMENT C

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: _____

This contract entered into this ____ day of _____ 20____,
By _____ hereinafter called the "Contractor" and
Commonwealth of Virginia, _____ (Department, Agency, Division)
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 goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
Attachment _____, Date _____
Attachment _____, Date _____
- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, 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: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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.