



**REQUEST FOR PROPOSAL
(SEALED PROPOSALS)**

RFP #242-09-00060-KST

FOR

**DEVELOP & IMPLEMENT A SEARCH CAMPAIGN
FOR PROSPECTIVE STUDENTS**

CLOSING DATE/TIME

May 13, 2009, 3:00 PM

Katrina S. Taylor/ed, CPPB, VCO
Director of Materiel Management
(757) 594-7033

**COMMONWEALTH OF VIRGINIA
CHRISTOPHER NEWPORT UNIVERSITY**

REQUEST FOR PROPOSALS (SEALED)

RFP NUMBER: 242-09-00060-KST

TITLE: **DEVELOP & IMPLEMENT A SEARCH CAMPAIGN
FOR PROSPECTIVE STUDENTS**

DATE: April 23, 2009

PERIOD OF CONTRACT: Date of award through June 30, 2014 with Five (5) twelve (12) month renewal options;
unless otherwise negotiated.

ISSUING AGENCY: Christopher Newport University
Purchasing Department
1 University Place
Newport News, Virginia 23606-2998

If proposals are mailed, send directly to the issuing agency shown above. If proposals are hand-delivered, Deliver to: The University Purchasing Department, 301 Hiden Boulevard, Suite 201, Newport News, Virginia 23606. All inquiries for information should be directed to Katrina S. Taylor, Director, Department of Materiel Management at (757) 594-7033 or at the above address.

In compliance with this Request for Proposals (RFP) and subject to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

OPTIONAL ATTENDANCE PRE-PROPOSAL CONFERENCE: Wednesday, May 6, 2009, 10:00 a.m. Refer to Section IX. for details.

Name & Address of Firm:	Date:	_____
_____	By:	_____
_____		Signature (In Ink)
_____	Name:	_____
		Typed
	Title:	_____
Telephone No.: _____		_____
		eVA Vendor ID or DUNS Number

DMBE Certified: ____ Small ____ Women ____ Minority

The Contractor must ensure that all subcontractors that are minority-owned, women-owned or a small business register with the Department of Minority Business Enterprise (DMBE).

Christopher Newport University does not discriminate against faith based organizations in accordance with *Code of Virginia* § 2.2-4343.1 or against any contractor, bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment.

TABLE OF CONTENTS

I.	PURPOSE	4
II.	CONTRACT PERIOD	4
III.	BACKGROUND	4
IV.	STATEMENT OF NEEDS.....	9
V.	QUALIFICATIONS	6
VI.	PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS....	10
VII.	EVALUATION AND AWARD CRITERIA	13
VIII.	REPORTING & DELIVERY REQUIREMENTS	14
IX.	OPTIONAL ATTENDANCE PRE-PROPOSAL CONFERENCE.....	16
X.	GENERAL TERMS & CONDITIONS	16
XI.	SPECIAL TERMS & CONDITIONS	21
XII.	METHOD OF PAYMENT	24
XIII.	PRICING SCHEDULE	24

ATTACHMENTS

A.	SMALL, WOMEN-OWNED MINORITY BUSINESS PARTICIPATION	26
B.	CONFLICT OF INTEREST STATEMENT	29
C.	SPEND REPORT – CURRENT CONTRACTOR (will be issued in addendum)	

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified service providers/contractors to establish a contract through competitive negotiations to support the efforts of the Office of Admissions' undergraduate recruitment efforts through direct marketing so as to develop and implement a search campaign for prospective students for Christopher Newport University, an agency of the Commonwealth of Virginia (hereinafter referred to as CNU).

II. **CONTRACT PERIOD**

The term of this contract is for five (5) years, or as negotiated with an option for five (5) one year renewals.

III. **BACKGROUND**

A. THE UNIVERSITY

Christopher Newport University is committed to offering the highest possible quality of life to all members of the University community. Students, faculty, and staff make decisions to come and to stay at Christopher Newport University, in part, because of the University's success at consistently meeting their needs and consistently exceeding their expectations.

Christopher Newport University is a small, selective public university offering more than 80 academic majors and programs at the undergraduate and graduate levels. CNU's 260-acre campus is located in Newport News, Virginia, two and a half hours south of Washington, D.C., less than an hour from Williamsburg and Virginia Beach. Founded in 1960 as a two-year branch of the College of William and Mary, CNU became independent in 1977 and gained university status in 1991. CNU is the youngest comprehensive university in the Commonwealth.

With a \$500 million building campaign nearly complete, CNU's campus is bursting with new buildings and improvements. Recent additions include the Ferguson Center for the Arts, state-of-the-art residential facilities, a world-class Student Union and an expansion project that doubled the size of CNU's library.

CNU is an economic force. With a \$110 million operating budget, we support 3,000 area jobs and have an annual economic impact on the community of \$200 million. Over the past seven years, CNU construction spending supported more than 6,400 area jobs.

Visit Christopher Newport University website at www.cnu.edu.

Participation in State Procurement Transactions by Small Business and Businesses Owned by Women and Minorities: It is the policy of Christopher Newport University and the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority business (*as defined by the Code of Virginia, Section 2.1-64, 32:1*), small business and businesses owned by women and minorities are encouraged to

participate in State procurement activities. Towards that end, the Commonwealth encourages contractors to provide for the participation of minority business, small business, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a plan for utilizing the goods and services of minority, small, and women-owned businesses on this procurement project and a report of past efforts to utilize the goods and services of minority, small and women-owned businesses is required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.

IV. STATEMENT OF NEEDS

A. GENERAL REQUIREMENTS

The CNU Admissions Office intends to conduct a direct mail campaign to identify prospective students during the Spring of 2009 and beyond. CNU will purchase student names from the National Research Center for College and University Admissions (NRCCUA), the Student Search Service of the College Board (PSAT), the ACT PLAN service, and/or the College Bound Selection Service (CBSS). The students identified will be sent material designed and printed by the Contractor with the desired result of motivating them to return a reply card requesting additional information about CNU. The students identified through all types of this search and marketing campaign will be sent materials designed and printed by the Contractor with the desired result of motivating students to respond, apply and enroll at CNU. The various project types involved in this direct marketing campaign include traditional communications via USPS as well as various projects involving e-searches and electronic communications, thus connecting prospective students to personalized, CNU approved websites and marketing materials.

B. SPECIFIC REQUIREMENTS

The Contractor shall design, develop and implement a direct marketing campaign for the admission and enrollment of prospective undergraduate students for CNU. The Contractor shall provide, at a minimum, the following services:

1. Targeting recommendations to support CNU's goals and priorities. Providers/contractors must provide recommendations as a typical part of the "search" services.
2. Full data hygiene, including removal of duplicates, programming and maintenance. Follow-up and responder files must be preapproved in formats which are developed to accommodate CNU specifications to allow for ease of load. Files must be provided on a schedule specified by the CNU Office of Admissions, including but not limited to daily, weekly, bi-weekly and/or monthly.
3. Full creative development, which is based on CNU's current graphic and verbal identity and using demonstrated methods. Methodology testing results should be provided. Creative development will apply to the entire campaign, including a

personalized email marketing campaign, a personalized letter with reply and Web response sites which are personalized with each student's individual information.

4. Strategic direction of full campaign. The campaign strategy must be fully integrated across all media and response channels.
5. In-market campaign monitoring by professional market analysts which is designed to maximize campaign performance while still in-market. The dedicated CNU project team must include a professional analyst who will monitor results and make recommendations for improvements.
6. Provision of routine response reports which describe the results of the campaign by list source, gender, ethnicity, geographic origin and etcetera. CNU must also receive a more detailed annual report which includes recommendations for improvements in the subsequent cycle.
7. Full online production and deployment including, but not limited to, personalized email production, transmission and tracking (overall and by each top ISP to maximize deliverability) as well as development and hosting of CNU-specific Web response sites which are personalized with each student's individual information. Online development should include deliverability maximization (including whitelisting with all major ISPs that offer such a designation) and professional feedback by a recognized national provider/contractor of this service.
8. Full production including, but not limited to, high-speed laser personalization, mailing for maximum USPS discounts, CASS(Coding Accuracy Support System) certification and proprietary quality control checks at every stage of the process.
9. Ongoing analysis and recommendations for continuous improvement based on CNU's results, as well as, national research findings developed by the service provider/contractor.
10. The contractor will provide the necessary mechanism(s), when necessary, so that CNU can use a payment gateway of their choice, to collect credit card payments and/or electronic checks for services or submissions requiring payment to the user at the time of submission.
11. A detailed scope of the desired projects is as follows. Qualified responders should be prepared to meet all previously outlined requirements in addition to the following specified services:

a. Personalized Student Search and e-Search to High School Sophomores, Juniors and Seniors

CNU seeks a proposal for a personalized Search and e-Search campaign to target high school sophomores, juniors and seniors.

Search targeting must provide a valuable and significant contribution toward increasing undergraduate applications overall and which support further improvements in the following critical areas:

- Academic profile
- Maximization of appropriate regional markets
- Ethnic and cultural diversity

As designed, Christopher Newport University's search program will deploy in the following fashion.

- 1) Upon release of new student information from all list sources, the provider/contractor must be prepared to immediately download these data. All materials, online and paper, must be programmed and/or produced in preparation for the download.
- 2) The provider/contractor must make available a personalized email campaign to include encrypted hyperlinks by which students may respond.
- 3) The provider/contractor must design, develop, host and maintain personalized online Web response sites. These response sites must reflect CNU's brand identity and meet with CNU's approval in all respects. The provider/contractor should demonstrate the benefits of its recommended methodology.
- 4) The provider/contractor will send personalized letters and response forms to every student, with copy appropriately and based on CNU's approval. Students must be able to respond via mail or online with a username and password

Creative and strategic development for CNU's search and e-search campaign must begin no later than July 1, 2009 and should be completed no later than August 1, 2009. All production services, both online and on paper, must be complete no later than September 14, 2009.

b. Search Fulfillment Campaign

The provider/contractor will provide the development, deployment, management and analysis of a communications program for students who have expressed interest in learning more about Christopher Newport University by replying to the search campaign. CNU's search fulfillment campaign should take place in the following fashion:

- 1) Rapid personalized responses to students' initial replies to the search, with personalized communications, online and on paper, to students and to their parents/guardians.

- a) When a student responds online, s/he must receive a rapid, personalized email response. The provider/contractor must provide an option for parents to receive a similar response.
- b) Immediately upon receipt of the responder's information, the provider/contractor must mail a personalized letter from CNU along with the brochure which the student requested. The brochure must be strategically developed to ensure maximum response for CNU's search.
- c) Responder files will be routinely provided to CNU through a secure FTP site in a format previously approved by CNU officials.
- d) The provider/contractor will perform a routine analysis as a result of CNU's program. The analysis will include elements requested by the University.
- e) At pre-designated times, responders will receive a second personalized campaign, including a strategically designed mailing. The provider/contractor must illustrate research basis methodology for this second personalized campaign and indicate the strategic and creative approach to maximizing downstream conversion and yield behavior of student recipients without sacrificing volume.

c. Personalized Application to Targeted Inquiries

CNU's application marketing campaign should have the following components:

- 1) A personalization email communication campaign will be conducted in the period beginning October 1, 2009 through April 30, 2010. The provider/contractor must illustrate the campaign methodology, demonstrating effectiveness and the research basis for its approach.
- 2) A personalized online application corollary employing state-of-the art Web design, including conditional formatting and 'drop-down' menus specifically designed for CNU. The provider/contractor must provide these benefits as a routine part of its application services.
- 3) The provider/contractor will mail an application package to all targeted students. The application package will include a full-color envelop, a personalized letter, a personalized application, any additional forms required for supporting documentation (such as the Application for Virginia In-State Tuition and etcetera) and business reply envelopes for the student and for the high school guidance counselor (to maximize completion).

d. Online Forms

The provider/contractor will develop and maintain an online freshman Web inquiry form, Web marketing, Web administrative, and online freshman Web application to include collection of application payment by credit card and/or e-check via a payment gateway of CNU's choice.

e. President's Leadership Program (PLP) Event Invitation and Attendance Maximization Program

The provider/contractor will develop a personalized email and paper program for 20,000 prospects designed to maximize response and attendance levels at CNU's on-campus PLP program(s).

f. Online Deposit and Deposit Maximization Program

The provider/contractor will develop a personalized online program designed to aid in driving deposit activity as well as helping the admissions staff to focus on students most interested in attending CNU. This electronic qualification method will consist of multiple email messages asking students about their intent to deposit and providing them with information needed to facilitate the deposit. Students must be able to link into CNU's website for online application and submitting deposits electronically by credit card and forward emails linking to this site to allow others (e.g. parents, guardians and etcetera) to submit online deposit payments on their behalf.

11. All descriptions of proposed projects should include implementation approach, methodology and descriptions of duration and type of participation required from CNU's designated representatives.
12. Other campaigns, which would be of clear benefit to CNU and which CNU may.

V. QUALIFICATIONS

The provider/contractor should demonstrate, in their response, that it possesses the following qualification:

1. A minimum of five years of specialization in providing similar services to four-year colleges and universities.
2. Demonstrated ability to provide a dedicated team to CNU with members of the team possessing all necessary skills to analyze, develop and deploy all projects described herein.
3. Evidence of production methodology (online and on paper) which has been developed for similar projects as described herein.
4. Working knowledge of direct marketing undergraduate search programs.

5. Demonstrated success in increasing the response rates for undergraduate college searches similar to the one proposed herein by CNU.
6. Provide three references of four-year, public higher education institutions for which the contractor currently provides similar services.
7. Demonstrated success in developing and generating effective, high quality personalized letters, emails and other marketing materials designed to generate interest from prospective students.
8. Demonstrated success in tracking response rates for sub-groups, as defined herein, developing and measuring the effectiveness of the direct marketing campaign.
9. Experience creating and implementing high quality personalized websites designed to generate interest from prospective high school students and inquiries.
10. Proven methods to ensure a high degree of data integrity during the recording of the responses to the direct marketing campaign.
11. Demonstrated results of success with project types outlined herein.
12. Verified success with meeting schedules and deadlines associated with similar project types.
13. Evidence of success in providing all services and project types described herein.
14. Evidence of specific data security and integrity provisions with similar project types described herein.
15. Demonstrated history of implementing quality control measures in similar services and project types.

VI. PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. RFP Response

In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original, so marked, and six (6) copies of each proposal must be submitted to the Issuing Agency. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation

a. Responsiveness.

Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Content

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.

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 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 the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Binding

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

e. Ownership of Material

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 protection of Section 11-52D 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 reason 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 shall result in REJECTION of the proposal.

f. Small, Women-Owned, and Minority-Owned Businesses.

All information requested in this solicitation about the ownership, utilization, and planned involvement of small businesses, women-owned businesses, and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may request prompt submission of missing information after receipt of Offeror's proposal.

3. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the Issuing Agency may properly evaluate the Offerors' capabilities to provide the required goods and services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offerors shall provide a point-by-point response to each of the items set forth in Section II. B entitled Statement of Needs Specific Requirements. Specifically respond to each item in the order listed. Offerors shall respond that it has read the requirements and will comply fully and shall supply a straightforward, concise description of the Offeror's capabilities to satisfy the requirements.

3. Offerors shall provide a detailed explanation of their understanding of the services to be provided. Provide a detailed approach for meeting the service requirements outlined herein. Provide representative sample materials that may be used to perform the services.
4. Offerors shall repeat each item in Section III entitled Qualifications, and provide a clear and complete response to each item that indicates the offeror possesses the specific qualification.
5. Offerors shall provide a detailed description of their experience and qualifications in providing services like those outlined herein. Indicate the length of time you have been in business. Provide a minimum of five (5) current accounts, either commercial or governmental, that the offeror is servicing. Include the length of service, the type of service(s) provided, and the name, address and telephone number of a contact person. In addition, provide references from at least three (3) higher education institutions who are clients of the Offeror. Include the same information for these references as requested above.
6. Offerors shall provide a list of staff that will be assigned to this project. Include their experience, qualifications and responsibilities under this contract. Include resumes of all staff committed to this contract. Specify who will be the Project Director assigned to this contract and responsible for oversight.
7. Offerors shall provide their fee schedule which should include prices and fees offered for specific services.
8. Small, Women-Owned, and Minority Business Participation

The Offeror must submit the following three (3) sets of data for small business, women-owned business and minority-owned business: ownership, (b) utilization of small, women-owned, and minority-owned businesses for the most recent twelve (12) months and (c) planned involvement of small businesses, women-owned businesses, and minority-owned businesses on this procurement. (Forms for submission of this data are provided as Attachment A).
9. Any other information which the Offeror feels the University should consider in evaluating the proposal.

VII. EVALUATION AND AWARD CRITERIA

A. EVALUATION

Proposals will be evaluated by the Issuing Agency using the following criteria. The criteria are not necessarily given below in priority order.

- 1., Offeror's point by point response to each of the items set forth in Section II, Statement of Needs.
2. Offeror's understanding of the services to be provided and their approach for meeting the service requirements outlined herein.
3. Offeror's response to each item in Section III, Qualifications.
4. Offeror's experience and qualifications in providing services to Universities with similar student population.
5. Experience and qualifications of staff committed to this contract.
6. Fee Structure.
7. Small Business Subcontracting Plan

B. AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the 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 reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, *Code of Virginia*.) 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.

VIII. REPORTING AND DELIVERY REQUIREMENTS

- A. "The contractor shall provide the following documentation to Dean of Admissions for approval by the agency"
- B. "The contractor shall provide a monthly progress report to Dean of Admissions outlining the following:"
 1. The specific accomplishments achieved during the reporting period.

2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 3. The projected completion dates for the remaining specific tasks required by the contract.
- B. "Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to Dean of Admissions
1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- D. "At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to Dean of Admissions. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract."
- E. "On or before the date specified in the contract, a final report shall be delivered to Dean of Admissions for its approval. The contractor shall furnish three(3) copies of the final report."
- F. "The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency."

Utilization of Small Businesses and Businesses Owned by Women and Minorities.

The Contractor will submit, at the completion of the contract period and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. See attachment A for submittal of SWaM business reporting.

IX. OPTIONAL ATTENDANCE PRE-PROPOSAL CONFERENCE

An optional attendance pre-proposal conference will be held at 10:00 a.m. on,

Wednesday, May 6, 2009, 10:00 a.m. in the Materiel Management Conference Room (2nd Floor). Visitors' parking is located in the front of the building.

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

X. GENERAL TERMS & CONDITIONS

The following general terms and conditions are mandatory and shall be included verbatim in any contract awarded:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors 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."
- B. **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 contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **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 §11-51 of the *Virginia Public Procurement Act*. 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*, § 11-35.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. 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 these requirements.
- 2. 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.

- D. **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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by 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.
- G. **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 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.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** 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 Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **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.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. 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).
 - b. Any payment term 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 payments in less than 30 days, however.
 - c. 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.
 - d. 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.
 - e. **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 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).

2. **To Subcontractors:**

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (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
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. 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.
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.
1. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions 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.
- L. **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 work/furnish the good(s) 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 complete the work/furnish the good(s) contemplated therein.

- M. **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 specification.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
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.
 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 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. 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:
 - a. By mutual agreement between the parties in writing; or
 - b. 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
 - c. 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 records 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's Vendor's 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.
- P. **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.
- Q. **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.

- R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages 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 §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or 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.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$3,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
 4. Automobile Liability - \$500,000 - Combined single limit.
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- T. **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.

- U. **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, or disability or against faith-based organizations. 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.
- V. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website 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 or offerors must register in eVA; failure to register will result in the bid/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.
- W. **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.

XI. SPECIAL TERMS AND CONDITIONS

- A. **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask and Offeror to submit information missing for its offer, to clarify its proposal, and to submit additional information which the Commonwealth deems desirable.
- B. **CONSENT FOR ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to CNU 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 used its products or services without the prior written consent of the Commonwealth of Virginia.
- C. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that CNU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 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 30 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.
- F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** A special envelope is not furnished. Offerors shall return the signed proposal in a separate envelope or package, sealed and identified as follows:

From: _____ May 13, 2009 3:00 p.m.

Name of Offeror	Due Date	Time
_____	<u>242-09-00060-KST</u>	
Street or Box Number	RFP Number	
_____	<u>Student Search Campaign</u>	
City, State, Zip Code	RFP Title	
Name of Purchase Officer: <u>Katrina S. Taylor, Director of Materiel Management</u>		

The envelope or package should be addressed as directed on page 1 of the solicitation.

If a proposal not contained in an envelope or package marked as described above is mailed, the Offeror takes the risk that the envelope/package may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope/package.

- G. **LATE PROPOSALS:** To be considered for selection, proposal must be received by Christopher Newport University's purchasing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic date stamp machine in Christopher Newport University's purchasing office. Proposals received in the purchasing office after the date and hour designated are automatically disqualified and will not be considered. **Christopher Newport University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intercampus mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the purchasing office by the designated date and hour.** Bid receipt and openings or the receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.
- H. **MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- I. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- J. **PRIME CONTRACTOR RESPONSIBILITIES:** Contractor is responsible for project management, architecture development, graphics design, publishing of architecture and graphics design standards and delivery of final, satisfactorily operating site.
- No portion of this contract may be subcontracted without the written permission of CNU. Subcontractors shall be fully qualified to perform the work and shall adhere to all provisions of this contract. The Contractor shall be fully responsible for the performance of all subcontracted work.
- The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by it as it is for the acts and omissions of its own employees.
- K. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for five (5) successive one year periods and at a reasonable time (approximately 90 days) prior to the expiration.

- L. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- M. **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 to include any services, 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, equipment, and services delivered.
- N. **PRICE ESCALATION/DE-ESCALATION**: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: CPI-ALL ITEMS. No price increases will be authorized for one hundred eighty (180) calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each ninety (90) days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.
- O. **CONFIDENTIALITY AND OWNERSHIP OF ARTWORK**: The Contractor understands that the Agency intends to use this contract to maximize the development of the Agency. Therefore, the Contractor shall keep all marketing, strategies, data, documents, opinions and information of any kind strictly confidential and shall reveal such matters only to authorized representatives of the Agency. For the same reason, all reports, estimates, working papers, tape, pictures, documents, data and information and materials of any kind made, collected or produced by the Contractor or provided to it by the Agency shall belong to the Agency and shall be turned over to the Agency upon request. The Contractor's obligations imposed in this paragraph shall survive and continue after the completion of the remainder of the contract and the Contractor shall continue to be responsible for any breach.
- P. **eVA Business-To-Government Contracts and Orders**: The solicitation/contract will result in one purchase order annually 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.

XII. METHOD OF PAYMENT

- A. Invoices for services ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown below. All invoices shall show the contract number. Any payment terms requiring less than 30 days will be regarded as requiring 30 days after invoice or delivery whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. For production and research services, all payments shall be made upon the achievement of pre-established project milestones which have been accepted by CNU. The pro rata milestone payments shall be directly related to the apportioned cost of the total project.
- B. Invoices shall be forwarded directly to:

Christopher Newport University
Accounts Payable Department
1 University Place
Newport News, VA 23606-2998

XIII. PRICING SCHEDULE

<u>Service Requested</u>	<u>Program Cost</u>	<u>Postage Cost</u>	<u>Total Cost</u>
Search and eSearch to (135,000): <i>(Currently includes three mailings and up to 13 email contacts to 25,000 high school seniors/110,000 high school sophomores and juniors, as well as strategic, creative and programming development, program web hosting and email response management, excluding list costs.)</i>	\$ _____	\$ _____	\$ _____
Rapid Response Fulfillment with President's Letter (14,000): <i>(Currently includes data entry and hygiene of up to 14,000 inquiries as well as strategic, creative and programming development, mailing the offer with the first fulfillment, then mailing the President's Letter for the second fulfillment, confirmation email transmission and responder data transfers.)</i>	\$ _____	\$ _____	\$ _____
Offer Brochure (20,000): <i>(Creative development for 14,000 offer brochures: Currently includes copy and design, production of printed materials, and use of Contractors proprietary methods and systems)</i>	\$ _____	\$0.00	\$ _____
Fast Application with Online Corollary (20,500) <i>Currently (includes one mailing and up to 13 email contacts to 18,000 seniors from CNU's Inquiry Pool, as well as the fulfillment quantity of 2,500 for the Senior Search program. Program includes strategic, creative and programming development, program and administrative web hosting, submitted application data transfers and email response management.)</i>	\$ _____	\$ _____	\$ _____

PLP Invitation and Online eRSVP (10,000):

(Currently 10,000 paper and email invitations, across two mailings, that nominates students to come to CNU on a special day to interview for a position in the exclusive President's Leadership Program.)

\$ _____ \$ _____ \$ _____

WebWorks:

Currently includes online freshman web inquiry form, online freshman web application, web marketing, web admin site (pricing will be provided later regarding the inquiry fulfillment. To extend the Webworks product to include a Transfer application version, please add \$10,000 to the estimated program cost

\$ _____ \$0 \$ _____

eQualification Program:

(Currently includes contacting all accepted students, with up to 13 email contacts, program strategy and development, delivery of responder files, as well as, hosting and email response management through May 1st annually), Up to four data file transfers of uploading accepted students into the campaign are included in pricing).

\$ _____ \$0 \$ _____

Rapid Response Fulfillment to Web Inquiries from WebWorks:

(Currently includes data entry and hygiene of up to 6,000 web-generated inquiries as well as strategic, creative and programming development, mailing the offer, confirmation email transmission and responder data transfers).

\$ _____ \$ _____ \$ _____

TRANSACTION FEE FOR CREDIT CARDS

\$ _____

ATTACHMENT A

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

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

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

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Small Business Name & Address DMBE	Status if Small Business is also: Women (W),	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

Certificate #	Minority (M)				
Totals S					

ATTACHMENT B 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 BID/PROPOSAL.

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

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL IDENTIFICATION NUMBER (FIN): _____

DUNS NO.: _____

THE ABOVE FIRM IS A: (CHECK AS APPLICABLE)

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

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, PLEASE EXPLAIN:

OFFEROR SIGNATURE

DATE