

**VCU**

## FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

CONTRACT NUMBER 778581JC

between

NOODLE PARTNERS, INC.

and

VIRGINIA COMMONWEALTH UNIVERSITY

This first amendment (the "First Amendment") is made this 30<sup>th</sup> day of April, 2019, by and between Noodle Partners, Inc. ("Noodle") and Virginia Commonwealth University ("the University").

WHEREAS, the University and Noodle entered into Agreement #778581JC dated December 14, 2017 (the "Agreement");

WHEREAS, the University and Noodle amended Agreement #778581JC by executing a Master Services Agreement (MSA) dated March 18, 2019;

WHEREAS, the University and Noodle wish to amend certain provisions of the MSA; and

WHEREAS, the University and Noodle wish to revise Appendix E1, Exhibit B, as specified below.

NOW THEREFORE, in consideration of the terms, covenants and conditions herein contained, the Parties agree to revise the language of the MSA, Appendix E1, Exhibit B as follows.

1. Paragraph 3(b) shall be amended to include the following addition:

However, for those VCU students that VCU actively considered and recruited for the Social Work Program prior to the Fall 2019 term and prior to the Social Work Marketing Launch Date (defined below) ("VCU Recruited Students"), VCU will not pay any Convertible Revenue Share (as defined in Appendix D, Section 1(b)) for those VCU Recruited Students. The "Social Work Marketing Launch Date" is the date that is the earlier of when (i) Noodle launches the program microsite or (ii) Noodle launches any paid media campaigns for the Social Work Program. VCU agrees to separately identify and provide a list to Noodle of the VCU Recruited Students for the Social Work Program within ten (10) business days of the Social Work Marketing Launch Date.

For VCU Recruited Students, VCU will pay to Noodle (i) Credit Fees of \$68 per credit hour as defined in Appendix D Section (2)(c) taken by all VCU Recruited Students accessing any portion of the Social Work Program and (ii) any associated Subcontractor Fees incurred to service the VCU Recruited Students. For the avoidance of doubt, any tuition collected by VCU from VCU Recruited Students are not considered to be "Program Revenues" as defined in Appendix D, Section 1(a) and are therefore not included in the Convertible Revenue Share calculations set forth in Appendix D.

2. Paragraph 4(a) shall be amended to include the following addition:

Noodle will invoice VCU for the Subcontractor Fees and Credit Fees applicable to VCU Recruited Students, as set forth in Section 1 above, at the end of each Academic Term. Such invoices are due pursuant to Appendix D, Section 4(d). Disputes regarding any portion of such invoices shall be handled pursuant to Appendix D, Section 4(e), and any Subcontractor charges for late payments of such invoices are governed pursuant to Appendix D.

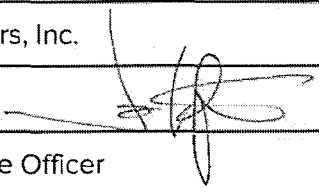
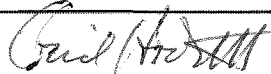


**VCU**

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- 3. Except as modified herein, all other provisions of the MSA, including all other Appendices and terms and conditions set forth in the MSA, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and to become effective as of the date first above written.

CONTRACTOR:	PURCHASING AGENCY:
Noodle Partners, Inc.	Virginia Commonwealth University
John Katzman 	Gail Hackett 
Chief Executive Officer	Provost and Vice President for Academic Affairs
Date: 5/9/19	Date: 5/14/2019



# VCU

# Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7785811JC

This contract executed on the last date below entered into by Noodle Partners, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University (VCU), 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:

**PERIOD OF THE PERFORMANCE:** Phase 1 – January 1, 2018 through June 30, 2018 and Phase 2 beginning as programs go online until August 31, 2021. There are two (2) one year renewal options available.

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals #7785811JC dated October 13, 2017 including Addendum #1 dated October 25, 2017;
- (3) The Contractor's Proposal dated October 30, 2017; and
- (4) The Negotiated Modifications dated December 4, 2017 and Amended on December 11, 2017.

All of which documents are incorporated herein by reference.

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

**CONTRACTOR:**


Noodle Partners

By:   
Date: 12/13/17

Name Printed: John Katzman  
Title: CEO

**PURCHASING AGENCY:**

Virginia Commonwealth University

By:   
Date: 12-14-17

Name Printed: Karol Kain Gray  
Title: Vice President for Finance and Budget

Noodle Partners Negotiations  
Questions  
RFP #7785811JC – Online Degree Program Management Term  
Contract

Monday, December 4, 2017 at 10:30  
AM  
Amended Monday, December 11,  
2017

1. As a follow up to your response to our previous question #10, we would appreciate seeing a list of data items/fields that you expect to have passed to you and/or that you will pass to us with an explanation of what system(s) on your end and ours that the data is moving between.

Please find a document listing the data to which Noodle Partners needs access to effectively manage VCU's online programs. We extract this data through our proprietary NoodleBus. All data are used to manage the program and are also fully accessible to VCU via our password-protected NoodleAnalytics. While this list represents a holistic view of the data we need, some programs that VCU ultimately opts to take online with Noodle may require additional data (i.e., programs with a practicum such as the MSW or MSN).

- 1.a. We understand that you would expect that work on these integrations should begin in January/upon contract completion. Since we understand that only the university monthly fee will accrue until the first program signs on with a contract addendum, if any charges outside the university fee will accrue for work on integrations in advance of program additions, please delineate them.

To ensure a smooth and complete integration, we first need to assess VCU's current systems to determine what, if any, changes or enhancements are needed. A Noodle Partners solutions coordinator will conduct this assessment as part of an on-campus discovery effort upon contract signing.

Armed with this information, we'll work with VCU to create a budget and timeline for integrating existing systems and, as needed, implementing new ones (an example of which is the as-yet unchosen CRM). There is a \$39k/year charge for the NoodleBus, the vehicle upon which we integrate systems to provide best-in-class analytics.

- 1.b. Noodle Partners indicates that you "seek full integration with the Student Information System, Learning Management System, and Customer Relationship Management System." The Evaluation Committee is not exactly clear what that means. Please clarify that this does not mean full access to all of our student data in those systems. Instead please confirm whether Noodle Partners means you will work with the VCU technology team to figure out a way to integrate data that is specific to the online programs Noodle Partners has been contracted to work with.

That is correct: in order to integrate systems to allow for real-time analytics and, in turn, help VCU make the best decisions to serve students and reduce costs, Noodle Partners will work with VCU's in-house technology team to find ways to integrate only those data that are relevant to prospective and enrolled students in the online programs on which we partner.

2. Based on your experience with other institutions, are you able to anticipate/estimate needs for increased staff in non-instructional areas such as IT, Admissions, Financial Aid, Advising, Compliance, etc.? Are you able to estimate these anticipated additional staff as a function of the number of new programs added and/or as a function of the number of new student enrollments added in a program?

There is a causal relationship between increased enrollments and the need for resources (human and/or financial) to meet their needs. To assess future staffing needs, we need to understand which core functions are handled internally (by school/college) and which are managed by a central VCU entity. For instance, while the School of Social Work may handle online MSW admissions, a central VCU financial aid office packages offers for students.

Noodle Partners' enrollment projections reflect a conservative initial intake, with enrollments ramping as new marketing efforts take hold and are continually refined, so in an initial engagement for three-five online programs, additional staffing needs should be minimal. However, there are some caveats:

- Information Technology: The data integration work will require time and expertise to ensure a successful data analytics effort. Generally, the CIO assigns work to one or more team members to serve as a liaison between Noodle Partners, central IT, and the school/college in which the program is housed.
- Admissions: We understand that a central graduate admissions function manages applications for admissions for all programs, not the individual school/college. Certainly, each individual school (e.g., Nursing) will have more applications to review, and this may require additional staffing in future terms. At the central admissions level, we can forecast enrollment projections by program and, using VCU's applications-to-administrator ratio, project a timeline for potential increased staffing.
- Financial Aid: Assuming that financial aid is reviewed, approved, and disbursed through a central office, here too we can help plan for future staffing needs by applying VCU's existing staffing ratio. As with Admissions, the gradual enrollment

ramp suggests that in the short term, existing staffing levels are likely adequate.

- **Advising:** Advising is generally conducted by the School or College, and over time, each may add additional advising capacity to keep up with enrollment growth. As VCU transitions to an RCM budgeting model, additional enrollments and revenue from online students will allow funding of additional advising positions as needed.
- **Compliance:** Though it is not clear what is meant by “compliance,” we rarely see the need for additional staffing in this area. One exception is the pursuit and obtaining of State Operating Authority, but as a SARA institution, VCU should incur minimal costs even as we add new online programs.

3. Would it be possible for a unit to make use of Noodles (or their subcontractors) services for short periods of times for specific purposes, without the program having to sign up with Noodles? For example, if we were interested in their expert opinion about the quality of our videos from a pedagogical perspective, how would we/or could we make it work within the contract framework signed with them?

If VCU wishes to engage in an independent contract with a Noodle Partners-sourced provider outside of the programs Noodle directly manages, that is acceptable. However, in this circumstance, Noodle Partners can't manage the “pass-through” billing, so the contract and finances will need to be arranged directly between the provider and VCU. In addition, Noodle Partners is available to consult on additional programs within VCU as requested.

4. Utilization of the words “shall” or “must” in Section V, Items A – M, Statement of Needs, indicates a mandatory requirement:

Does / Shall your company comply with mandatory requirements as presented in Section V, Items A – M, Statement of Needs?

Yes  No

If “NO,” identify the specific requirement and the reason for non-compliance.

Utilization of the words “should” or “may” in Section V, Items A – M, Statement of Needs indicates a non-mandatory requirement.

Does / Shall your company comply the non-mandatory requirements as presented in Section V, Items A – M, Statement of Needs (i.e. “should” becomes “shall”)?

Yes  No

If “NO,” identify the specific requirement and the reason for non-compliance.

5. Discussion of contract term based on Noodle Partners response to the Oral Presentation questions. Based on the answer to the first Oral Presentation question, the initial contract term is January 1, 2018 to August 31, 2021. There are two (2) optional one year renewals. The contract will be terminated if, after six (6) months of discussions and discovery to determine the first sets of VCU online programs no programs opt to go online. Does Noodle Partners agree that VCU only be obligated to pay the University Fee for six (6) months at \$12,000 a month totaling \$72,000 and \$6,000 for each Program Fee for four (4) months assuming five (5) programs totaling \$120,000 in the unlikely event that no programs opt to go online during the first six (6) months of the initial contract term? Discussion to confirm.

As discussed in our December 4, 2017 contract/budgeting meeting and the December 8, 2017 conference call, Noodle Partners uses a Master Services Agreement (MSA) to specifically define the relationship with VCU. The MSA is the Commonwealth of Virginia standard two-party contract #7785811JC. This serves as the baseline agreement, to which we will append Program Agreements (PAs) for each VCU program that opts to go online.

Once the MSA signed on or before January 1, 2018, Noodle Partners will come to campus for the discovery process, including meeting with deans, associate deans, and faculty members to determine which programs are ready to go online for fall 2018 start. (Concurrently, we will conduct a technology review to better understand and plan for tech integration work.) At the end of this discovery process, we will provide a written estimate of provider costs for each program that will launch in the fall. In order to have a strong first cohort, we need to know which programs are selected no later than February 16, 2018. Once these initial programs are identified, Noodle Partners will prepare the Program Agreement for signature. At signing, the \$6000/month per-program fee begins, so in the scenario above, VCU would pay:

- \$12,000/month University fee for six months totaling \$72,000 starting 01/01/18, and
- \$6,000/month Program fee for up to five programs for four months totaling \$120,000 starting 03/01/18

6. Proposed Financial Projections and Noodle Fees:

- a. For future VCU expansion of the Online Courses program and other potential users of the contract, what is the pricing methodology for the proposed financial Projections and Noodle Fees? Do the unit prices change if the number of online degree programs go up or go down. Are there tiers or other types of pricing bands that determine the fees?

Noodle Partners fees do not change. The University fee of \$12,000/month is set regardless of the number of online programs we launch, and the \$6,000/month per-program fee is already variable based on the number of programs for which VCU chooses to partner with Noodle Partners.

- b. Is the pricing offered the most favorable pricing offered to any customer for the same volume at this particular time? What additional discounts or price breaks can be offered for this contract without changing any of the project approach and deliverables proposed?

Noodle Partners only invites providers into our ecosystem once they have been fully vetted and committed to offer most-favored-nation pricing to our university partners. Provider fees will be outlined in a per-program pro forma based on each online program's unique characteristics, e.g., competitiveness and marketing expenses.

The only alternative pricing model is Temporary Revenue Share (TRS), which we discussed on December 4, 2017. If there is greater interest among VCUs schools and colleges to take programs online than is financially comfortable, Noodle Partners will enter into a TRS arrangement whereby we secure financing for VCU and VCU pays Noodle Partners 60% tuition revenue temporarily for these TRS programs until such time as the initial investment is repaid; at which time, the agreement shifts to Noodle Partners three-tiered pricing model for three years.

- c. If additional discounts or price breaks are offered, please submit a revised proposed Financial Model for five Online Degree Programs Launching for Fall 2018.

Our pricing model is set, with no additional discounts or price breaks available. Noodle Partners offers pricing that is significantly lower than what VCU would pay in a revenue-share agreement with a traditional Online Program Management firm. The third tier of fees, which is assessed on a per-credit-hour basis, is based on a tiered structure that reduces as more credit hours are taken in our shared programs. Here is the list of pricing tiers:



Credit Fee Tiers (Based on total VCU enrollment across all Programs)		
Min Credits	Max Credits	Fee/Credit/Year
	10,000	\$68
10,001	20,000	\$52
20,001	30,000	\$36
30,001	40,000	\$20
40,001+		\$4

In our meeting on December 4, 2017, VCU asked if Noodle Partners would apply this tiered per-credit structure to other public institutions in the Commonwealth of Virginia. In the interest of building a successful partnership with VCU, we have approval to extend this tiered structure across at least two institutions: Virginia Commonwealth University and the University of Virginia. We are open to further discussions as appropriate over time.

7. Does your company agree to the cooperative contract language specified in Section I, Purpose, Page 4?

Noodle Partners agrees with the following statement, as published in RFP #7785811JC dated October 13, 2017: "It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institutions affiliated foundations may access any resulting contract(s) if authorized by the Contractor."

Additionally, as discussed on December 4, 2017, Noodle Partners agrees that for any online programs at a public college or university in Virginia with which we work, we will deploy different providers than those used at VCU.

8. Confirm that the written response dated November 27, 2017 response to Oral Presentation questions is incorporated into these negotiated modifications.

Noodle Partners' written response to a previous set of questions following our on-campus presentation on November 16, 2017, initially emailed to Ms. Jacqueline Colbert on

November 27, 2017, is incorporated into this document, beginning on page 7.

9. At 5:52pm on December 4, 2017, Noodle Partners received the following question from Ms.

Jacqueline Colbert by mail: The Board of Visitors gave approval to issue the RFP but is requiring that Online@VCU come back to answer their financial questions. To allow time to get back to the Board Of Visitors, VCU is suggesting a phased contract term. Phase 1 of the contract would begin on January 1, 2018 with VCU making the award for Phase 1 in the amount of the University fee of \$72,000 for six (6) months. Phase 2 would start as programs opt to go online most likely during the first three (3) months between January 1, 2018 and March 31, 2018 so the programs are ready for Fall 2018 with each program paying \$6,000 a month and the fees from providers in arrears as services are completed. Phase 2 would continue until August 31, 2021. Is Noodle Partners open to agreeing to the phased contract term approach? Thanks.

Noodle Partners is amenable to the phased contract term approach as described in this question. However, we request the opportunity to further discuss the payment of fees to providers in arrears as services are completed so that we can better understand the rationale behind this approach.

In a conversation with Jackie Colbert on December 8, 2017, we agreed that VCU is amenable to weekly or bi-weekly billing with payment in arrears on a NET 30 basis, as needed in order to ensure that all marketing expenses are addressed in a timely manner.

#### Terms and Conditions

While we agree with the vast majority of provisions in the RFP, there are several issues that are understandably not addressed in the RFP, but which are necessary for the parties to agree upon in order to optimize online programs for national competitiveness. There are also a few items in the RFP that require further clarification, discussion, and perhaps modification. On the December 8, 2017 conference call, Noodle Partners and Jackie Colbert agreed to the following terms and conditions modifications:

1. Section L - Indemnification (page 24) the following information is added:

VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth of Virginia or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth of Virginia. To the extent permitted by Virginia law, including but

Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth of Virginia.

~~Without in any way limiting VCU's sovereign immunity as set forth above, VCU shall indemnify, defend, and hold Noodle Partners harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, accounting fees, and investigation costs to the extent permitted by law both defending any such claim and in enforcing this indemnity) alleged to be based upon or incurred arising out of or relating to any (i) claim by any third party alleging that any of VCU's marks or content used in the Programs infringes the intellectual property rights of any other party; and (ii) claim by any student for damages, loss or injury, except to the extent same shall have been directly caused by the negligence, violation of law, or willful misconduct of Noodle, any of its Subcontractors, or any of their respective employees.~~

2. Section F - Cancellation of Contract (page 23) is changed to the following:

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 120 days written notice to the Contractor. In the event the initial contract period is for more than twenty-four (24) months, the resulting contract may be terminated by either party, without penalty, after the initial twenty-four (24) months of the contract period upon 120 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.

In a call with Jackie Colbert on December 8, 2017, VCU and Noodle Partners agreed to a two-year term with a 120-day cancellation notice.

3. Section XII(A) - Advertising (page 22)

In a call with Jackie Colbert on December 8, 2017, VCU and Noodle Partners agreed that Noodle Partners will need to get written approval to reference VCU as a Noodle Partners university partner in written product literature and advertising.

4. Section 4(a) - Data Privacy (page 30)

In a call with Jackie Colbert on December 8, 2017, VCU and Noodle Partners agreed with this clause, as long as Noodle can use the data in its aggregate form to more effectively manage online programs.

5. Section B - Scope of Work (page 6) - "and agree that all products and processes developed during the contract are fully owned by VCU."

In a call with Jackie Colbert on December 8, 2017, VCU and Noodle Partners agreed that the NoodleAnalytics are the proprietary rights of Noodle; whereas the intellectual property used in the courses is VCU's property.

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not limited to the Virginia Tort Claims Act, Virginia Commonwealth University (VCU) shall be responsible for the negligent acts or omissions of its employees. VCU shall not and has no authority to indemnify, defend or hold harmless Noodle Partners or any third party for any act or omission. Nothing in the Agreement shall be deemed a waiver of the sovereign immunity of VCU or of the Commonwealth of Virginia.

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Section I, 2(a)(i)

In a call with Jackie Colbert on December 8, 2017, VCU and Noodle Partners agreed that Noodle Partners will make reasonable efforts to pay its subcontractors in seven days, but we request and appreciate the flexibility to pay subcontractors within 14 days as needed.

Section XIII, B: Source Code

In a call with Jackie Colbert on December 8, 2018, VCU and Noodle Partners agreed that the Source Code escrow clause is limited to Noodle Partners Analytics and does not extend to subcontractors.

Note: The following section includes questions that VCU sent to Noodle Partners after our November 16, 2017 on-campus presentation and, in blue, our written responses, which were sent on November 27, 2017.

VCU RFP #7785811JC

Questions for Noodle PVCU RFP #7785811JC

Questions for Noodle Partners

Urgent Questions: Please answer these two as soon as possible:

- 1) If we sign a contract at end of December, when does the clock start for university management fee and program management fee charges? I ask because my expectation is that we would sign a contract and then begin to schedule further in depth conversations with selected academic units to model projected expenses, revenues, and timelines in order to help them make decisions. My assumption would be that the the three year term and the management fees would begin no sooner than the date when the first program signs on, but I would like this to be clarified or denied. I imagine it could take us Jan-Feb-March to have those discussions and get the first program(s) on board. Further, to play devil's advocate, what if we don't get any programs that want to sign on? Would we be expected to pay the university management fee for three years even if we don't use any of the pass-through services or sign any programs on?

Based on this scenario, a signed contract in December 2017 would trigger the University Fee beginning in January 2018. At that time, our team will begin in-depth discussions with relevant academic departments (Social Work, Nursing, et. al.) to help each determine its online plans. In order to prepare for inaugural cohorts starting on August 23, 2018, we'll need to refine the first set of programs no later than February 2018.

Once the programs are determined, the per-program fee of \$6,000/month will begin. The mechanism by which we'll codify this is a Program Agreement--essentially an addendum to the master agreement outlining the details for each program. Though it's unlikely that the "devil's advocate" scenario would come to fruition, we will add a clause to the master contract noting that if, after six months of discovery, no programs opt to go online, the contract will be terminated.

- 2) In the pro forma you provided, on pg. 26, you list instructional/course design expenses at \$2,256,000 for year one and \$3,079,100 for year two. Can you tell us whether those expenses represent solely pass-through design/course-building fees for 5 programs or if the figures also include our internal instructional/faculty expenses of course development and delivery. If it includes both, could you tell us the breakdown of internal vs. external expense?

These figures are the pass-through design/course-building fees and do not include costs for faculty to develop or teach the courses. We estimated these costs in the pro forma (\$10,000 and \$5,000, respectively) to help the University conceptualize a budget, but amounts are at VCU's discretion. As a side note, instructional design **fees do not go to** Noodle Partners, but rather to the outsourced ID firm we bring to the partnership.

It's also worth noting that the figures in the pro forma are based on up to five programs. As we identify the first online programs, the figures will change because instructional design costs depend in part on the number of courses per program (a 60- credit Master of Social Work has twice that of a 30-credit Master of Accountancy, so ID costs will naturally be higher). Another factor is the level of multimedia sophistication--a decision that we will make with VCU faculty as we seek to build the best, most- engaging courses.

Other Questions - Please answer by 11/27:

- 3) You have noted you have access to and will contract with 'best-in-class' sub-contractors to deliver some of the services ... how do you define 'best-in-class'? What criteria do you use to identify these sub-contractors?

Noodle Partners has developed rubrics against which we measure potential providers before inviting them join our ecosystem. For example, when vetting instructional design firms, we require a mocked-up course unit to experience what the firm is like to work with. This is followed by a presentation to Noodle to assess both the deliverable and the process and provide feedback. Likewise, we require potential digital marketing firms to mock up creative samples to show their understanding of digital outreach. In each instance, "best-in-class" reflects the following:

- Deep understanding of online higher education
- Receptivity to Noodle oversight over all elements of its work
- Commitment to offering most-favored-nation pricing to our university partners
- Openness to technological advancements
  
- Appreciation for each university's unique offerings and strategic goals

Rubrics are attached to this response so that you can see the full scale of our vetting process.

- 4) What does the sub-contractor process involve and what are the expectations for our participation, i.e. do we need to approve the sub-contractors? Will someone from VCU be involved with and part of the decision making for each of the sub-contractor contracts?

Sub-contractors, or “providers” in our parlance, are critically important to our shared success, and we therefore believe VCU has the right to choose those it prefers. In the interest of expediency, Noodle Partners can choose the providers from our ecosystem that we believe will serve VCU well. Alternatively, we can schedule real-time or virtual provider-selection events whereby VCU interviews and selects marketing and instructional design providers.

While the second option is generally preferable, we’re often working against an aggressive timeline, as will be the case to get VCU’s programs ready for the Fall 2018 term. If VCU opts to meet potential providers, we will manage the coordination of the selection event, provide a scoring rubric, and facilitate the discussions. Because all providers have been vetted before joining our ecosystem, we are agnostic about which provider(s) VCU chooses--they’re all great.

- 5) Have you had experience with breaking a sub-contractor contract due to university dissatisfaction or failure to perform?

Yes. While we carefully vet each potential provider, there has been an instance where performance didn’t live up to the promise. We monitored the performance of a recruiting company and quickly found it wasn’t meeting performance expectations. We ran a parallel SWAT team and after one week, found the SWAT team noticeably outperforming the recruiting firm. We met with the firm, shared the results, and gave them a deadline for improvement. When they were unable to meet that deadline, we cancelled the contract and brought in a different provider, with minimal loss of traction. The new recruitment firm has performed to or above our expectations.

- 6) We are curious about your approach to working with Nursing, particularly RN to BS. Please provide information regarding this area.

It is estimated that Virginia will have one-third fewer degreed RNs than it needs by 2020, a disconcerting number, but one that foretells strong enrollment potential at VCU. Competition is especially strong in Virginia, where there are numerous online RN-BSN programs including Bluefield College, George Mason, Old Dominion, and Radford Universities among others. However, history suggests that most RNs are even more likely than other online students to pursue their education close to home. So it’s likely

that Virginia generally, and Richmond in particular, will remain the prime recruiting territory.

We understand there are approximately 175 online RN-BSN students at VCU now. With an enhanced digital marketing effort and an outsourced call center to manage prospects, we believe there is significant room for enrollment growth.

One of the most critical elements of any RN-BS program is the clinical practicum, or, more generically, providing students with exceptional field-based, hands-on experience. Two areas related to field experience bear mentioning: preparing students to succeed in field-based learning, and managing the logistics of vetting sites, assigning students to sites, and facilitating the oversight of the student's experience while on site. Noodle Partners has experience with both of these aspects.

For the former, Noodle Partners can create, with faculty guidance/approval, scaffolded simulation experiences that prepare students for the skills and interactions they may encounter. By giving students graduated levels of immersion through simulations, the program can increase their confidence in their abilities, and increase their understanding of site expectations prior to the practical experience.

Regarding logistics, Noodle Partners has developed an electronic placement process that will simplify and expedite the site-matching process, making it easier for students to have a meaningful experience. Below is an example of the placement technology:

- 7) We want to understand the process that you use to provide support for faculty. According to the pay for fee structure, how much time will you give a faculty member as their class is being put online for one fee payment? If the faculty member needs more time for support, how much extra would that be?

We use a three-phase process, starting with Strategic Planning, where we explore options and settle on the specific aspects of each course. Here, there is maximum flexibility for professors to envision the online course. Once we engage with instructional designers in the Design Phase, there is less flexibility to change central elements of the program. By the time a faculty member meets with the instructional designer, the syllabus, course assignments, assessments, etc., should be finalized.

We don't place a limit on the time that instructional designers spend with individual faculty members, as this is ultimately the most important part of the relationship. Our goal is to keep the process moving forward. From the outset of the Design Phase, the instructional designer will work with each faculty member to architect a course-build timeline that includes check-ins and other key assessments to ensure timeliness.

The lone instance in which VCU might incur additional costs is if there are significant delays or "change orders" late in the process. For instance, if you think of the work with



the instructional designer as being similar to remodeling a house, the time for significant changes (e.g., gas appliances vs. electric) is during the work with the architect (the Strategic Planning phase). Once the kitchen is framed out, changes become expensive and time consuming. Therefore, we encourage faculty to fully engage in the Strategic Planning phase to minimize any major changes during the Design Phase with the instructional designer. We will mutually create, and must adhere to, a course-building timeline in order to ensure high-quality courses that are quality tested and meet VCU's strict academic standards.

- 8) From your presentation, you seemed to be very supportive of faculty, but we had concerns with what you wrote in your proposal about valuing the knowledge and expertise that faculty bring to the planning of the online classes/programs. We would like confirmation that you will defer to faculty when it comes to programmatic decisions because our faculty are the experts on our programs and understand our accreditation requirements best.

We apologize if we gave the impression that anyone other than VCU faculty are the experts when it comes to your courses. Noodle's role is to provide advice and execute on each faculty member's vision. We will always offer suggestions and guidance--e.g., where a YouTube video might add an interesting simulative element--but the final programmatic decisions belong to faculty.

- 9) We would like to understand better the process of advising for students and the role of the Enrollment Advisor. What are their specific duties? Are they mostly to support the student in navigating the online environment? We would expect that programs would have the same advising role once the students are in the program, right?

The enrollment advisor plays a critical role in nurturing each prospective student through the stages of the admissions funnel. Once a lead is received and noted in the CRM (we understand that VCU is presently seeking a new CRM), she is assigned an enrollment advisor, who makes initial contact by phone, email, or text immediately. In this initial discussion, the focus is on fit: is this the right program, is she comfortable with the online format, does the program match her personal goals, etc. The conversation then shifts to navigating the admissions process, including completing the application, assembling required materials (transcripts and letters of recommendation, test scores if relevant), and exploring financing. Once the application is complete, the full package is sent to VCU for review and decision. If admitted, either the enrollment advisor or the University--it is VCU's choice--shares the offer of admission, and the enrollment advisor helps her complete the final step of accepting the offer.

Once the student accepts the admissions offer, we transition to a student support specialist to ensure term-by-term persistence toward a timely graduation. The student support specialist will, for instance, serve as a conduit to VCU resources around financial aid or registration issues, always with an eye toward keeping the student

engaged and enrolled. However, this is not an academic advisor in the traditional sense, suggesting which course to take next. Academic advising is handled by a VCU expert in the given school or college, so that all students, regardless of delivery modality, have the same advising experience.

10) We'd like to know specifically what VCU technologies will they be integrating with and to what extent - data transfers back and forth or just one way. Also, what does this technology integration look like at other colleges? Time frame / length, resources....?

Tech integration is a hallmark of Noodle Partners' approach to successful online programs. Helping VCU coalesce and use the thousands of data points it already has will, over time, reduce marketing spend, boost conversion rates, bolster persistence, and increase student satisfaction. For academic programs with a practicum requirement, e.g., nursing and social work, technological integration will smooth the process for field placement, reducing the workload on faculty and/or stand-alone placement advisors, and ensure a better student experience.

While it's neither simple or fast, the outcomes of integrating technologies easily justify the initial effort. Ultimately, we seek full integration with the Student Information System, Learning Management System, and Customer Relationship Management System. Noodle Partners will provide a technology integration specialist to work with key members of VCU's team to ensure a smooth integration so that data flow back and forth in a seamless and fully protected manner.

This process will begin immediately after the contract is signed so that while we are working on vendor and program selection, the undergirding architecture is simultaneously being built. We understand that VCU is currently searching for a new CRM, and we would be delighted to help with this process if desired. For instance, we work extensively with Slate, which has proven to be an efficient system.

At the beginning our partnership, a Noodle technologist will spend time on campus working with VCU's IT team to craft the integration process. Typically, there are minimal if any expenses, since VCU's tech is already in place (except the CRM). Therefore, the key resource from VCU is human, i.e., a tech specialist who can help with integrations.





**VCU** Procurement Services

# Request for Proposals

RFP #: RFP #7785811JC

RFP Title: Online Degree Program Management  
Term Contract

Date: October 13, 2017



A VASCUPP Member Institution

**Request for Proposals RFP #7785811JC**

**Issue Date:** October 13, 2017

**Title:** Online Program Management Term Contract

**Send all Proposals To:** Virginia Commonwealth University  
Attention: Jackie Colbert  
912 W Grace St, 5th floor  
Richmond, Virginia 23284

**Proposals Shall Be Received Until: November 1, 2017 at 11:00 AM**

**Direct ALL inquiries concerning this RFP to: Jackie Colbert, IT Category Manager and Contracting Officer**  
[jcolbert@vcu.edu](mailto:jcolbert@vcu.edu)

**Questions concerning this RFP must be received via email no later than October 23, 2017 at 2:00 PM EDT.**

This Request for Proposals & any Addenda are posted on the eVA website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

**IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, ATTENTION: Jackie Colbert, 912 W. GRACE ST., 5<sup>TH</sup> FLOOR, RICHMOND, VA 23298-0327.** IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, ATTN: Jackie Colbert, PO BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

**Signature below constitutes acknowledgement of all information contained through links referenced herein.**

**NAME AND ADDRESS OF COMPANY:**

_____	Date: _____
_____	By ( <i>Signature In Ink</i> ): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: ( ____ ) _____	Fax Number: ( ____ ) _____
<b>Toll free, if available</b>	<b>Toll free, if available</b>
DUNS NO.: _____	FEI/FIN NO.: _____

REGISTERED WITH eVA: ( ) YES ( ) NO	SMALL BUSINESS: ( ) YES ( ) NO
VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO	MINORITY-OWNED: ( ) YES ( ) NO
DSBSD CERTIFICATION #: _____	WOMEN-OWNED: ( ) YES ( ) NO

**THIS SOLICITATION CONTAINS 34 PAGES.**

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I. **PURPOSE:**

The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to establish a cooperative term contract for an Online Degree Program Management Term Contract for the Office of Academic Learning Transformations/Online@VCU at Virginia Commonwealth University (VCU), the lead issuing institution and an agency of the Commonwealth of Virginia. Both undergraduate and graduate program areas are in need of this suite of services in support of quality online program growth and best-in-class student support for online programs.

The period of the initial contract term shall be from the award through initial courses implementation then continuing until the online course system is fully functional and operational for use at VCU. After system “goes live” the initial contract term may continue for three (3) years. There are two (2) optional, one year renewals. VCU will consider a longer initial term with additional renewal terms for more favorable contract terms including price.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

II. **GOVERNING RULES:**

This solicitations is issued in accordance with the provisions of:

- A. Purchasing Manual for Institution of Higher Education and their Vendors (<https://vascupp.org>)
- B. Rules Governing Procurement of goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the commonwealth of Virginia (<https://vascupp.org>)

III. **OPTIONAL USE CONTRACT:**

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

#### IV. **THE UNIVERSITY:**

Virginia Commonwealth University (VCU) is a large urban University located in Richmond, Virginia. The University has 13 schools and 1 college offering over 220 undergraduate, graduate, doctoral and certificate programs, and conducted over \$270 million in sponsored research in fiscal year 2016. With more than 31,000 students and 21,000 full- and part-time employees in both VCU and VCU Health, the University is recognized as both one of the largest Universities in Virginia, and the largest employer in Richmond.

Additional information is available at:

[http://documents.procurement.vcu.edu/purchasing/pdf\\_docs/forms/RFP\\_Website\\_Link\\_The\\_University.pdf](http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_The_University.pdf)

#### V. **OFFEROR INFORMATION REQUESTS:**

The opportunity for potential Offerors to present questions and obtain clarification relative to any facet of this solicitation is from the issue date of the RFP until October 23, 2017 at 2:00 PM EDT. Submit all questions to Jackie Colbert, [jcolbert@vcu.edu](mailto:jcolbert@vcu.edu). The questions and clarifications will be issued in an addendum to the RFP.

#### VI. **STATEMENT OF NEEDS:**

##### A. Business Purpose

VCU's Quest for Distinction, Themes & Goals 2016-2018 Strategic Plan, calls for the expansion of online course and programming offerings as a means of meeting the goal to become a leader among national research universities in providing all students with high-quality learning/living experiences focused on inquiry, discovery and innovation in a global environment.

With the recent hire of our Executive Director of Online, VCU is moving toward executing this strategy, but we know definitively that the human resources and expertise to build, market, and grow online programs far exceeds our existing internal capacity. Therefore, in order to begin quickly optimizing online programs for national competitiveness, external support is necessary as internal capacity is developed. The external support required spans a complex array of areas that includes the following:

- Academics (instructional design, faculty training, quality assurance, video production and post-production, rights procurement, content production)
- Marketing (asset creation, search engine optimization, paid search strategy with a keen eye toward efficiency and effectiveness designed to target most-likely-to-convert prospective students who have the academic and intellectual credentials to succeed)
- Recruitment (technology-driven recruitment services designed to convert prospective students into applicants in a timely and efficient manner)
- Student support (experts to keep students engaged and persisting toward graduation)
- Placement (student placement into internships and clinical practice for online degree programs requiring a field-based practicum requirement, e.g., social work, nursing, and education)
- Technology integration (experts to link relevant VCU systems)
- VCU-specific market research

##### B. Scope of Work



The Contractor's management team must have extensive experience with conceiving, building, launching, managing, and scaling online degree programs. The online course degree programs must provide transparent access to data for each of the above-referenced facets so that internal VCU staff can understand and learn from the contractor experts. VCU intends to invest the up-front expenses in these programs in order to avoid expensive, long-term revenue share models. Therefore, in order to build financially viable, market-ready, sustainable online degree courses that meet the needs of Virginians, the Contractor must:

- Be prepared to support development and launch of up to 5 programs for Fall 2018 launch and up to 5 program launches (of VCU's choosing) each subsequent academic term
- supply best-in-class marketers, enrollment advisors, retention coaches, instructional design experts, and videographers, as required by VCU for each program
- as VCU creates capability to take on aspects of this work, the Contractor shall be willing and able to adjust billing to reflect the changing nature of services provided
- support programs of VCU's choice as opposed to dictating which programs can be supported
- bring a proven technical ability to link VCU's disparate systems to improve efficiency and effectiveness
- keeps the contract term length to a minimum and agree that all products and processes developed during the contract are fully owned by VCU
- afford complete transparency in real-time with every step, sharing information on cost, conversion rates, enrollment figures, marketing efficacy of each test and channel, student outcomes, etc.

VCU prefers proposals on a fee-for-service basis but will evaluate competitive revenue-share models and longer term commitments if they result in greater efficiencies for the university.

Below, we offer additional information regarding, and provider requirements in, each of the core service areas for which VCU seeks assistance.

### C. Academics

VCU faculty in a variety of schools and colleges need appropriate support to ensure their readiness for the development, delivery, and oversight of effective and compelling online courses. They should be able to learn best practices as well as the most advanced techniques and trends in online learning, all designed to improve the teaching and learning experience for our faculty and our students. Cutting-edge course design, including multi-media effects, shall be required, along with training and facilitation to ensure faculty comfort with, and positivity towards, the latest technology.

The Contractor must demonstrate the ability to infuse courses with this technology—not for the sake of technology itself—but, rather, to ensure the best-possible experience for VCU students and faculty. To accomplish this important task, the Contractor must:

- Supply, as needed, pre-vetted, pre-approved instructional designers with ample demonstrable experience building high-quality online experiences
- Have experience with VCU's current learning technology stack, including its learning management system (LMS) and various systems buttressing the LMS to provide a robust online experience
- Have the demonstrated ability to infuse purposeful content-rich, multi-media experiences into online courses
- Understand a variety of academic disciplines
- Provide resources as needed to ensure academic integrity for students (e.g., proctoring and plagiarism detection)
- Provide rubrics to assess the overall quality of the courses
- Capitalize on a variety of instructional sources, including OER
- Comply with ADA and other requirements
- Incorporate a course-refresh schedule to ensure timely updates of each course
- Provide Tier 1 and Tier 2 technical support to faculty and students

The Contract must assist faculty with the conversion of existing courses or creation of new courses..

#### D. Marketing

The Contractor shall work within the existing VCU infrastructure to market new online programs to prospective students, including building a go-to-market strategy with a complete launch timeline. Additionally, the Contractor may be asked to create a comprehensive marketing strategy that extends beyond online programs to include ground-based academic programs, as well. In either case, the marketing must be consistent in design and implementation with existing VCU marketing and branding parameters. The Contractor must:

- Build digital marketing assets including, but not limited to, landing pages, microsites, lead forms, advertisements, etc.
- Provide marketing metrics and reporting attesting to the value of each expenditure
- Create well-crafted, yet fluid and responsive, marketing strategy, including SEO, SEM, content marketing, and all other digital outreach methods designed to precisely target desired students; again, metrics attesting to the efficacy of such strategies is required

- Adjust marketing strategy and spend to reflect said efficacy, or to capitalize on unexpected opportunities
- Take a macro view of the entire portfolio of online programs at VCU to solidify the University as a go-to source for high-quality online degrees

#### E. Recruitment

In order to achieve the University's enrollment goals, it will likely be necessary to utilize a recruitment center that specializes in nurturing adult learners through the admissions funnel in a variety of academic disciplines. Recruitment centers must:

- Demonstrate compliance with all state, local, and federal rules, including TCPA
- Provide examples of enrollment-advisor training
- Share metrics for conversion rates to highlight efficacy
- Offer the ability to record calls or listen in real-time, and provide instantaneous playback as requested
- Capitalize on the latest technology to ensure that outreach efforts are conducted in a professional and expeditious manner

#### F. Student Support

Online students need a suite of services (administrative, technical, and instructional) that contribute to positive learning experiences and outcomes. The Contractor shall report student progress and manage necessary interventions based on appropriate student data-gathering procedures and in consultation with the relevant school/college at VCU.

Additionally, online programs at VCU may be in academic fields with a practicum requirement, such as social work, nursing, and teaching. The Contractor must deploy technology to ensure a smooth and educationally beneficial experience for these students regardless of where they live.

#### G. Technology Integration

As is the case with most institutions of higher education, VCU uses a variety of data-management systems. The Contractor must help integrate each of the aforementioned disparate systems to improve the accuracy and usefulness of the data gathered and the overall administrative and student experience.

#### H. Analytics

The Contractor shall integrate relevant data elements into a user-friendly, real-time analytics platform to enable VCU to refine its marketing, recruitment, and instructional efforts. Analytics dashboards must be clear and based on a wide array of inputs from every element of our work together.

In addition, the Contractor must provide complete, transparent access into all marketing and enrollment funnel efforts including, but not limited to, the following:

- Lead sources by channel, ranging from large buckets (digital) to minute (Facebook, LinkedIn)
- Cost-per-lead and cost-per-enroll metrics

- Marketing spend by channel
- Complete enrollment funnel metrics

#### I. Market Research

The Contractor must gather, coalesce, analyze, and share market intelligence with which to inform future online programming decisions.

#### J. Subcontractors

The Contractor may choose to either perform the services mentioned above on its own, or use best-in-class third parties to provide said services. In the event that the Contractor chooses to use a third party, the Contractor must negotiate all terms with the provider and ensure the provider is following all VCU standards set in the contract. In addition, all day-to-day management must be overseen by the Contractor, as well as, all technical integration with provider systems to ensure a seamless experience across multiple systems. Lastly, the Contractor must approve all invoices and charge VCU only for the direct services provided (i.e. there must be no mark-up on third party provider services).

#### K. Term and Financing

Preferred initial term is three years, with renewals. Other terms will be considered if they result in increased efficiencies for VCU.

VCU understands the immediate benefit of pricing using a revenue share but is not interested in a long-term revenue share. Rather, VCU intends to finance the initial start-up expenses and pay only for services rendered. However, VCU would prefer to retain the option to allow external financing the initial start-up of a program. In that scenario, once the initial investment is paid off using a tuition revenue share, VCU wants to revert to an hourly, by service, or however appropriate payment of services and technologies). VCU wants the flexibility of choosing its financing option for each program it brings online.

#### L. Implementation

The Contractor should provide all implementation and programming to provide a turnkey online course solution for VCU.

#### M. Customer Support and Maintenance

The Contractor should provide managed customer support and ongoing technical support including but not limited to the following service requirements:

- System training for end users and with an on-site solution for VCU support personnel.
- Ongoing customer and technical support/troubleshooting should include a dedicated account manager with direct phone number through the life of the contract.
- A dedicated account manager

- Support should be provided to applicants 24/7, and VCU administrative users during VCU normal operating hours.
- Support should be included in an ongoing maintenance agreement; not incurring charges on a per incident basis.

N. Essential Procurement Needs

1. Freight terms shall be F.O.B. Destination/Prepaid with inside delivery; additional charges shall not be allowed.
2. The terms and conditions of the RFP govern the resulting contract and not the Contractor terms and conditions or license agreement.
3. The proposal prices shall include all costs for the equipment and services including all applicable freight and travel and living expenses; extra charges will not be allowed.
4. The period of the initial contract term shall be from the award through initial courses implementation then continuing until the online course system is fully functional and operational for use at VCU. After system “goes live” the initial contract term may continue for three (3) years. There are two (2) optional, one year renewals. VCU will consider a longer initial term with additional renewal terms for more favorable contract terms including price.

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

A. Proposal Submission Instructions:

1. Complete and return Page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror.
2. Complete and return signed addenda acknowledgments (if applicable).
3. Submit **one (1) original hard copy (paper)** of the entire proposal, including all attachments and proprietary information. The original proposal must be clearly marked on the outside of the proposal. Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and **INCLUDING ANY PROPRIETARY INFORMATION** and one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and **EXCLUDING ANY PROPRIETARY INFORMATION**. These discs or flash drives must be clearly marked on the outside whether it includes or excludes proprietary information.
4. Proposal Presentation:
  - a. 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.
  - b. All information requested by this Request for Proposals on 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 require prompt submission of missing information after the receipt of Contractors proposals.
  - c. 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.

- d. Proposals should be organized as specified in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
5. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal.** Ownership of all data, materials and documentation originated and prepared for VCU pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 43F of The Governing Rules, in writing, either before or at the time the data or other material is submitted.
  6. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.
  7. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. This is a fact finding and explanation session only and does not include negotiation. The Issuing State Agency will schedule the time and location of these presentations. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to re-score proposals following oral presentations. **The target dates for the Oral Presentations for RFP #7785811JC are November 15, 2017 and November 16, 2017.**
  8. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified

until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.

9. Additional information is available at:

<http://go.vcu.edu/procurement-purchasing>

**B. SPECIFIC PROPOSAL REQUIREMENTS:**

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

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Proposed Price. Describe in detail the proposed price for the software solution offered. Complete the Pricing Schedule, Section VIII of the RFP offering the proposed price to include but not limited to all costs for the online degree course and program system, any hardware, implementation, hosting, maintenance, training and all applicable freight and travel and living expenses to include all proposed products and services. Additional charges shall not be allowed.
3. Describe the proposed plans and approach for providing the products and services as specified in the RFP. Specifically indicate with is included in the offer to provide the software by responding to all Items in Section VI, Statement of Needs, Items A through M. In addition, provide information for the Items listed below, but do not limit necessarily information to these Items:

- a) a. Utilization of the words "shall" or "must" in Section VI, Statement of Needs, Items A through M indicates mandatory technical requirements:

Does / Shall your company comply with the mandatory technical requirements as presented in Section VI, Statement of Needs, Items A through M?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

Utilization of the words "should" or "may" in Section VI, Statement of Needs, Items A through M indicates a non-mandatory requirement.

Does / Shall your company comply with the non-mandatory technical requirements as presented in Section VI, Statement of Needs, Items A through M (i.e. "should" becomes "shall")?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

- b) Describe in a detailed narrative your firm's proposed solutions for the external support needed in the complex array of areas for the online course system as specified in Section VI, Statement of Need to include but not limited to:

Academics

Marketing  
Recruitment  
Student Support/Student Placement  
Technology Integration  
Analytics  
Market Research

- c) Provide clear examples of courses your firm has designed in conjunction with partner colleges and universities.
- d) Outline strategies and implementation solutions for monitoring student performance during and at the end of each term.
- e) Give examples of the proposed methodology for placing online students to ensure that they are augmenting their pedagogical experience with complementary hands-on experiences.
- f) Submit relevant examples of analytics efforts, including how your company proposes to track marketing expenditures and conversion rates throughout the admissions funnel.
- g) Provide a detailed implementation timeline and description of services to be offered during the initial programming phase. In the implementation schedule indicate how long after the award of the contract it shall take your company to allocate the resources and deliver and install the system for use at VCU.
- h) Provide detailed description of the training offered to University users.
- i) Clarify whether your company is proposing a hosted solution or an on premises solution. Describe the proposed solution in detail.
- j) Does your company agree with the Procurement Requirements in Section VI.N.?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific term and condition(s) and the reason for non-compliance.

- k) Does your company accept the terms and conditions as presented in Section XI, General Terms and Conditions, Section XII, Special Terms and Conditions, and Section XIII, Special Terms and Conditions Information Technology?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific term and condition(s) and the reason for non-compliance.

- l) Confirm and expand upon whether the online degree program management services offered would use any personally identifiable information. See Page 28 for the definition of personally identifiable information.
  - m) Describe the process for problem resolution for the proposed products and services.
  - n) Submit a copy of the warranty. State the start of the warranty period and the end of the warranty period.
4. Submit information about the qualifications and experience that your company has to provide the products and services.
- a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not



limited to, comparable accounts in higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.

- b. Specify the proposed personnel your company intends to assign to the project and provide proof of the expertise for the proposed system. Information needed includes but is not limited to the names, qualifications, and experience of professional IT services technicians to be assigned to the project. Resumes of staff to be assigned to the project may be used.
  - c. Does the offer include a single primary point of contact for the VASCUPP institutions for sales, support and problem resolution? If so, please provide the name and contact information.
  - d. Information demonstrating the Contractor's financial stability to include:
    - 1) Full name, address, and telephone number of the organization;
    - 2) Date the firm was established;
    - 3) Ownership (e.g. public company, partnership, subsidiary, etc.);
    - 4) If incorporated, provide the state of incorporation;
    - 5) Number of full-time employees on January 1st for the last three (3) years or for the duration the firm has been in business, whichever is less.
  - e. Provide a list of institutions of higher education with which the firm has a signed term contract.
  - f. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at:  
<http://www.vcu.edu/procurement/coopcon.htm>.
5. Small, Women-Owned and Minority-Owned Business Commitment:
- Firm must complete and submit Appendix I unless the firm is a Department of Small business and Supplier Diversity (DSBSD) certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
6. Invoicing and Payment:
- Firm must complete and submit Appendix II.

#### **VIII. PRICING SCHEDULE:**

- A. Offerors shall provide all costs associated with license price, set-up, implementation, hosting, training and maintenance to include all items described in Section VI. STATEMENT OF NEEDS for the proposed solution. Offerors shall provide additional costs associated with the STATEMENT OF NEEDS, as appropriate.
- B. Project Price Proposal: In paragraph form describe the proposed Total Price for the proposed solution to include all line item details and rates and job titles for professional IT services. Describe in detail the proposed price for the online degree program management solution offered. Submit the total proposed price to include but not limited to all costs for proposed system including any hardware, implementation, hosting, maintenance, training and all applicable freight and travel and living expenses to include all proposed products and services. Additional charges shall not be allowed. All unit prices shall be valid for the first year of the contract term.
- C. The Total Price shall be for complete implementation and installation ready for the use at VCU including all freight and travel and living expenses. Extra charges shall not be allowed. Pricing shall include inside delivery (e.g. freight, transportation) charges, F.O.B. Destination/Prepaid.

- D. Offerors may submit a rate (hourly, by service, or however appropriate, estimated or actual) on each relevant category. If any reduction of rates is offered in certain it should be stated in the price proposal. All rates shall be valid for the first year of the contract term. In addition, all other payments must be clearly stated in the proposal--e.g., technology licenses, equipment, etc.).
- E. VCU understands the immediate benefit of pricing using a revenue share but is not interested in a long-term revenue share. Rather, VCU intends to finance the initial start-up expenses and pay only for services rendered. However, VCU would prefer to retain the option to allow external financing the initial start-up of a program. In that scenario, once the initial investment is paid off using a tuition revenue share, VCU wants to revert to an hourly, by service, or however appropriate payment of services and technologies). VCU wants the flexibility of choosing its financing option for each program it brings online.
- F. Define what the any price reductions are based on scaling the number of programs up during each subsequent academic term and/or what the price tiers are for additional programs at VCU. What are the scaled prices and/or price tiers that you would offer when other potential contract users access the contract to order the online degree program management services?
- G. Total Price for Section VIII. \$ \_\_\_\_\_

**IX. EVALUATION AND AWARD CRITERIA:**

Proposals will be evaluated based upon the information provided in the Offeror’s Proposal using the following criteria: Offeror’s qualifications and experience (15 points); methodology/approach to providing the requirements stated herein (50 points); pricing (25 points); and the Offeror’s status as a Virginia certified SWaM Business or the Offeror’s plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror’s performance of the contract (10 points). Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The University 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 (Governing Rules Section 49.D). Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, 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 RFP, and the Offeror’s response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

**The target dates for the Negotiations for RFP #7785811JC are during the week of December 4, 2017.**

**X. REPORTING AND DELIVERY REQUIREMENTS:**

**By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.**

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement

activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

**Use of Subcontractors:** If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

**REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES  
OWNED  
BY WOMEN AND MINORITIES**

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University  
Procurement Services Office  
Attn: SWaM Coordinator  
912 W. Grace Street, POB 980327  
Richmond, VA 23284  
Email: [swamreporting@vcu.edu](mailto:swamreporting@vcu.edu)

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

**XI. GENERAL TERMS AND CONDITIONS:**

- A. **PURCHASING MANUAL:** This RFP is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the VCU Procurement Services Office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.
- B. **APPLICABLE LAW AND COURTS:** This RFP 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 and to VCU 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 Section 2.2-4311 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, § 2.2-4343.1*).

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) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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, 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 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 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.
  
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a Proposal on the official VCU 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. 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 VCU 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 terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (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 institution 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, VCU 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 VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) Contractor awarded a contract under this RFP is hereby obligated:
  - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
  - ii. To notify VCU 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 VCU, 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 VCU.

J. 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.

K. QUALIFICATIONS OF OFFERORS: VCU may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

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

M. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.

N. 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 VCU Procurement Services Department 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 VCU 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 VCU'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 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 VCU with all vouchers and records of expenses incurred and savings realized. VCU 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 VCU within thirty (30) days from the date of receipt of the written order from VCU. 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 Purchasing Manual for Institutions of Higher Education and Their Vendors. 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 VCU Procurement Service Office or with the performance of the Contract generally.
- O. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU 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 VCU may have in law or equity.
- P. USE OF BRAND NAMES: Unless otherwise provided in this RFP, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable VCU to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.
- Q. TRANSPORTATION AND PACKAGING: By submitting their Proposals, all Offerors certify and warrant that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.
- R. INSURANCE: By signing and submitting a Proposal under this RFP, the 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 §§ 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 coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU 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.
  2. Employers Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (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 violation 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 and/ 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, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. 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, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov)

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). The Selected Offeror/Vendor acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this Contract for University’s and its students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

## **XII. SPECIAL TERMS AND CONDITIONS:**

- A. 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 Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the 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.
- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- C. 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.
- D. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) 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.
- E. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- F. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- G. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- H. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
  - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  - 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
  - 3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- I. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- J. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- K. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code +4	RFP Title	
_____	_____	

Name of Contract / Purchase Officer or Buyer: Jackie Colbert

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal 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.

**LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- L. **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.
- M. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
- N. **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.
- O. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period:

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) - year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Q. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- R. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- S. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.
  1. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
    - a) DSBSD-certified Small Businesses: 0.75%, Capped at \$500 per order.
    - b) Businesses that are not DSBSD-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
  2. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
    - a) DSBSD-certified Small Businesses: 1%, Capped at \$500 per order.
    - b) Businesses that are not DSBSD-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://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, may provide an electronic catalog (price list) or index page catalog for items awarded. 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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

T.GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

U. DETERMINATION OF RESPONSIBILITY: The Contract will be awarded to the responsive and responsible Offeror with a Proposal, conforming to the RFP, will be most advantageous to VCU, technical and financial factors considered. A responsible Offeror is one who affirmatively demonstrates to VCU that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws and regulations applicable to the procurement. VCU reserves the right to investigate the capabilities of Offeror, confirm any part of the information furnished by an Offeror, and require other evidence to determine that the Offeror is responsible.

V.REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES/IRREGULARITIES: VCU reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.

W.PROTEST: Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services  
Virginia Commonwealth University  
912 West Grace, 5<sup>th</sup> Floor  
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror.

The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this paragraph shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP.

“Days” as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

### **XIII. SPECIAL TERMS AND CONDITIONS INFORMATION TECHNOLOGY:**

- A. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- B. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- C. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- D. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- E. TITLE OF SOFTWARE: By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- F. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU references, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- G. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-

Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

H. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the *Code of Virginia*.

I. **DATA AND INTELLECTUAL PROPERTY PROTECTION:** Required for Personally Identifiable Information

1. Definitions

- a. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under this agreement.
- b. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account

numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

- c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
  - d. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
  - e. "Services" means any goods or services acquired by the University from the Selected Firm/Vendor.
  - f. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm/Vendor has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Selected Firm/Vendor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Firm/Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.
- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or



contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

#### 4. Data Privacy

- a. Selected Firm/Vendor will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under this agreement. Selected Firm/Vendor will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
- d. The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

#### 5. Data Security

- a. Selected Firm/Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If the Selected Firm/Vendor stores Personally Identifiable Information as part of this agreement, the Selected Firm/Vendor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- c. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

#### 6. Employee Background Checks and Qualifications

Selected Firm/Vendor shall ensure that its employees who will have potential access to University Data have passed appropriate, industry standard, background screening and possess the qualifications and training to comply with the terms of this agreement.

7. Data Authenticity and Integrity

Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Selected Firm/Vendor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b. Liability.

1) If Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

2) If Selected Firm/Vendor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor.

9. Response to Legal Orders, Demands or Requests for Data

a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will:

- immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data;
- consult with the University regarding its response;
- cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

- upon the University's request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.
10. Data Transfer Upon Termination or Expiration
- a. Upon termination or expiration of this agreement, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.
- b. Selected Firm/Vendor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor's facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.
11. Audits
- a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University's expense to ensure compliance with the terms of this agreement. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If the Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a:
- American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls;

- vulnerability scan of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
- formal penetration test of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

## 12. Compliance

- Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.
- Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Selected Firm/Vendor service provided to the University, the Selected Firm/Vendor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.

## 13. No End User agreements

This agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm/Vendor. In the event that the Selected Firm/Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this agreement shall apply.

## 14. Survival

The Selected Firm/Vendor's obligations under Section XIII., Item I. (DATA AND INTELLECTUAL PROPERTY PROTECTION) shall survive termination of this agreement until all University Data has been returned or securely destroyed.

## **XIV. CONTRACT ADMINISTRATION:**

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.
- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

**XV. ATTACHMENTS:**

- A: Appendix I – Participation In State Procurement Transactions Small Businesses and Businesses Owned By Women and Minorities:

[http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP\\_Website\\_Link\\_Appendix\\_1.pdf](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP_Website_Link_Appendix_1.pdf)

- B: Appendix II – Invoicing and Payment

[http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP\\_Website\\_Link\\_Appendix\\_2.pdf](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP_Website_Link_Appendix_2.pdf)



# VCU Procurement Services

## RFP - Addendum

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DATE: October 25, 2017

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP #7785811JC

Commodity/Title: Online Program Management Term Contract

Issue Date: October 13, 2017

Proposal Due: November 1, 2017 at 11:00 AM

The above is hereby changed to read: **See Attached.**

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Jackie Colbert

IT Category Manager and Contracting Officer

Procurement Services

---

Name of Firm

---

Signature/Title

---

Date

Questions for Clarification Submitted By Potential Offerors for RFP# 7785811JC

The questions submitted by potential proposers and the answers from VCU are below. The clarifications are in italics.

1. Would VCU accept proposals bidding for only a part of the requirement, i.e. Academics, Student Support and Technology Integration?

*For simplicity sake, we prefer a single partner that can provide all requirements. That said, if we are unable to identify a single vendor for all requirements we will consider a bid for a partial requirement offer.*

2. Would it be possible to share more information about the 5 online programs to be rolled out in Fall 2018 and in the subsequent years.

- Number of courses per program:
- Duration Per Course:
- Subjects covered:
- Expected number of student enrolments per program:

*No final decisions have been made on which programs will roll out first.. Programs under consideration include, but are not limited to, MSW, MBA, RN to BS, DNP, Master of Homeland Security and Emergency Preparedness, MACCT, etc.*

3. Request you to define Tier 1 and Tier 2 technical support required for students and faculty or can the vendor define the two levels of support based on standard industry definitions?

*The vendor can define based on standard industry definitions.*

4. “Supply, as needed, pre-vetted, pre-approved instructional designers” – do describe the vetting and approvals needed.

*Vetting based on authorization to work and education credentials appropriate for instructional design/course production. Vetting and continuous monitoring of ability to work interpersonally on teams including technical professionals and university faculty members. Proven ability to work on timeline and produce quality products.*

5. “The Contract must assist faculty with the conversion of existing courses or creation of new courses.” - Please share the approximate hours of new course creation. Would the curriculum and content for these courses will be provided by VCU faculty?

*The number of courses to be created or designed will vary from program to program. The curriculum will be provided entirely by VCU. Course content to deliver the curriculum may be provided by faculty members or may be developed by vendor with direction and final approval from faculty.*

6. On what devices would you like the eLearning material to be developed for?
- Laptops/desktops
  - Tablets
  - Smartphones

*Yes to all of these platforms. Course materials need to be responsive to various available platforms.*

7. Is there a preferred authoring tool for the development of these eLearning courses (such as Articulate Storyline or Lectora)?

*No. Course materials must be able to be used in our LMS which is Blackboard.*

8. At what stage can we submit questions on the contractual/legal clauses?

*On Page 13 of the RFP in Section VII.B.3.k), Offerors are asked to confirm acceptance of the RFP terms and conditions to govern the resulting contract. If there are specific terms and conditions that your company has questions about, add this information to the RFP response to Section VII.B.3.k).*

9. Beyond the initial launch of up to 5 programs for Fall 2018, what is the total target number of programs that VCU would like to bring online and in what time frame?

*We are expecting increased interest in online programs from students and increased interest in developing online programs from faculty/academic units. We are unable to provide a firm number that we expect bring online over the next few years. We need a vendor that is able to work with us flexibly for one program up to 20 or more programs.*

10. Additionally, can you provide some insight into the types of programs that VCU is considering to launch online including areas of study, level of degree (undergraduate, graduate), alternative credentials, etc?

*We are considering undergraduate degrees, graduate degrees, and certificates at this time.*

11. As VCU would like to invest in marketing, what do you anticipate the marketing budget will be for a program? What level of investment is VCU budgeting annually for online program launch and growth?

*We understand that a good marketing expense benchmark is 10-20% of gross revenue.*

12. Regarding the sharing of marketing data that is generated as the result of a partnership, what mechanisms does VCU have in place to prevent the sharing of proprietary data ( marketing spend, conversion rates, etc) to outside parties? As a public institution, are partnership performance metrics subject to public disclosure rules?

*Trade secrets or proprietary information shall not be subject to public disclosure*



*under the Virginia Freedom of Information Act. Pricing and revenue are not protected under the Virginia Freedom of Information Act. Please see Page 11, Section VII.A.5 for additional information.*

13. As this is primarily a services RFP, can you clarify what systems you expected to be hosted vs. on prem? (Section VII,B,b, i)

*We don't expect that any of these services necessitate long-term, on-campus status. We expect that consulting, project planning, and faculty support services will be performed on campus as needed.*

14. As this is primarily a services RFP, can you provide additional details what is expected for a warranty? (Section VII B b n)

*VCU expects a warranty that is the same warranty or better that is offered to your customers at this particular time. See Page 24, Section XII.Q of the RFP for additional information.*

15. While section VI, J Subcontractors states that the use of Subcontractors is not required, Appendix I indicates states "Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers." As is our normal business practice, we do not outsource or subcontract any work completed for our university partners. Can you clarify if subcontractors are required (per Appendix I) or otherwise how to complete Appendix I if they are not?

All Offers must complete Appendix I. The involvement of SWaM businesses is one of the evaluation criteria that will determine the contract award.

16. Will all VCU Colleges be required to work with the vendor that is awarded this contract for online program services support?

*No.*

17. Will the vendor assume support for VCU's existing online programs?

*In some cases, yes.*

18. Is VCU willing and able to set program competitive tuition rates using market research for online programs for both in-state and out-of-state students?

*Yes*

19. Is VCU willing to extend the deadline for RFP responses to allow for time to submit a proposal that considers responses to submitted questions?

*No.*

20. Does failure to bid on the proposal automatically exclude a potential vendor from participating in future RFPs for the university? Does bidding on the proposal put a potential vendor on a preferred vendor list for future opportunities?

*No.*

21. Will the university consider multiple vendors for multiple parts of this RFP response? For example, would the university consider one vendor for instructional design services and another vendor for marketing/enrollment/support services?

*See answer to question #1*

22. Will current VCU online programs be included as part of this RFP for marketing/enrollment services, or does this RFP cover new (not yet launched) programs only?

*This RFP will provide support options for existing programs and new programs, but programs will not be required to use the selected vendor.*

23. In the RFP it is mentioned VCU uses a variety of data-management systems. Can VCU name the systems it currently uses that it expects the vendor to integrate?

*Banner, Blackboard*

26. On page 4 the RFP refers to VCU as the lead institution. Are there other universities in the state of Virginia that intend to utilize this contract? If so, could you share the names of the other colleges or universities that have expressed interest?

Please see Section I, paragraphs 3-5 of the RFP for clarification.

27. Is it the intent that any public college or university in Virginia could use this contract if they desire without the need to issue another RFP from their own institution?

*Yes.*

30. Is the right to cancel the contract after 12 months negotiable?

*No, but if the Contractor is performing according to the terms of the awarded contract, VCU has not historically canceled the contract after 12 months.*

31. On page 4 the RFP indicates the contract term is expected to be for three years with two 1-year renewal options. On page 24 the RFP indicates the contract may be renewed by the Commonwealth for 4 consecutive one year periods under the

terms and conditions of the original contract. Could you please clarify?

*Reference Page 24, Section XII, Item O of the RFP: Change the renewal term and condition to the following:*

*O. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for two (2) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period:*

- 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) - year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.*

Response to RFP

**Virginia Commonwealth University**

Online Degree Program Management

#7785811JC

**PROPRIETARY INFORMATION REMOVED**

**01 November 2017**

Scott H. Levine, PhD

Senior Vice President of University Relations

Noodle Partners

Phone: 404.217.1322

Email: [slevine@noodle.com](mailto:slevine@noodle.com)



November 1, 2017

RE: VCU RFP #778581JC: Online Degree Program Management

To the Selection Committee:

Virginia Commonwealth University (VCU) faces an important milestone in its 179-year history. To meet the evolving needs of students in the Commonwealth and beyond, VCU seeks to build a portfolio of online programs with a partner as forward thinking, cutting edge, and capable as the University itself.

Noodle Partners offers a contemporary take on the traditional Online Program Manager--a version 2.0 reboot that is agile, flexible, and transparent. On VCU's behalf, we'll source and manage best-in-class digital marketers, student recruiters, instructional designers, student support specialists, and technology integrationists to build world-class online programs that equal, if not eclipse, the quality of their on-ground counterparts. We'll save you millions of dollars, capitalize on University talent, and we'll do it all with full transparency so that VCU learns how to replicate our processes for the future.

I founded 2U in 2007, when revenue sharing was the only viable financial model. A decade later, Noodle Partners has upended this with a bespoke fee-for-service approach. Most OPMs wrest control from the university to maximize profits over educational quality and, as a result, have done little to help universities nurture their own strengths or learn from their online experiences. I built Noodle Partners to correct this, and American, Pepperdine, and Tulane Universities have chosen our model for its high quality, transparency, and agility. We hope VCU will as well.

Noodle Partners is honored to respond to this important RFP. We look forward to learning more about your needs and working with you to address them.

Very truly yours,

A handwritten signature in black ink, appearing to be 'JK' with a stylized flourish.

John Katzman, Founder & CEO, Noodle Partners

**Request for Proposals RFP #7785811JC**

**Issue Date:** October 13, 2017

**Title:** Online Program Management Term Contract

**Send all Proposals To:** Virginia Commonwealth University  
Attention: Jackie Colbert  
912 W Grace St, 5th floor  
Richmond, Virginia 23284

**Proposals Shall Be Received Until: November 1, 2017 at 11:00 AM**

**Direct ALL inquiries concerning this RFP to: Jackie Colbert, IT Category Manager and Contracting Officer**  
[jcolbert@vcu.edu](mailto:jcolbert@vcu.edu)

**Questions concerning this RFP must be received via email no later than October 23, 2017 at 2:00 PM EDT.**

This Request for Proposals & any Addenda are posted on the eVA website at: <http://www.eva.virginia.gov>

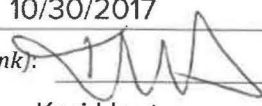
HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

**IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, ATTENTION: Jackie Colbert, 912 W. GRACE ST., 5<sup>TH</sup> FLOOR, RICHMOND, VA 23298-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, ATTN: Jackie Colbert, PO BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.**

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.  
**Signature below constitutes acknowledgement of all information contained through links referenced herein.**

**NAME AND ADDRESS OF COMPANY:**

Noodle Partners  
860 Broadway, 6th Floor New York  
New York Zip Code 10003  
E-Mail Address: info@noodle.com  
Telephone: (646) 289-7815  
**Toll free, if available**  
DUNS NO.:

Date: 10/30/2017  
By (Signature In Ink):   
Name Typed: Keri Hoyt  
Title: President  
Fax Number: ( )  
**Toll free, if available**  
FEI/FIN NO.: 46-3611390

REGISTERED WITH eVA: ( ) YES ( ) NO SMALL BUSINESS: ( ) YES (✓) NO  
VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO MINORITY-OWNED: ( ) YES (✓) NO  
DSBSD CERTIFICATION #: WOMEN-OWNED: ( ) YES (✓) NO

**THIS SOLICITATION CONTAINS 34 PAGES.**



# VCU Procurement Services

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Very truly yours,

Jackie Colbert

IT Category Manager and Contracting Officer

Procurement Services

Noodle Partners

\_\_\_\_\_  
Name of Firm

  
Signature/Title

/ President

\_\_\_\_\_  
10/30/2017

\_\_\_\_\_  
Date

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## A. Purpose

Noodle Partners is committed to launching online programs that meet Virginia Commonwealth University's goals and the needs of its students and its faculty. Our goal is your goal: to become a leader among national research universities in providing high-quality learning focused on inquiry, discovery and innovation in a global environment.

Building great online programs is our passion, and we'll accomplish this at VCU by sourcing and managing best-in-class providers in the core service areas of academics, marketing, student recruitment, and student support, all undergirded by cutting-edge tech to link disparate systems and provide real-time analytics.

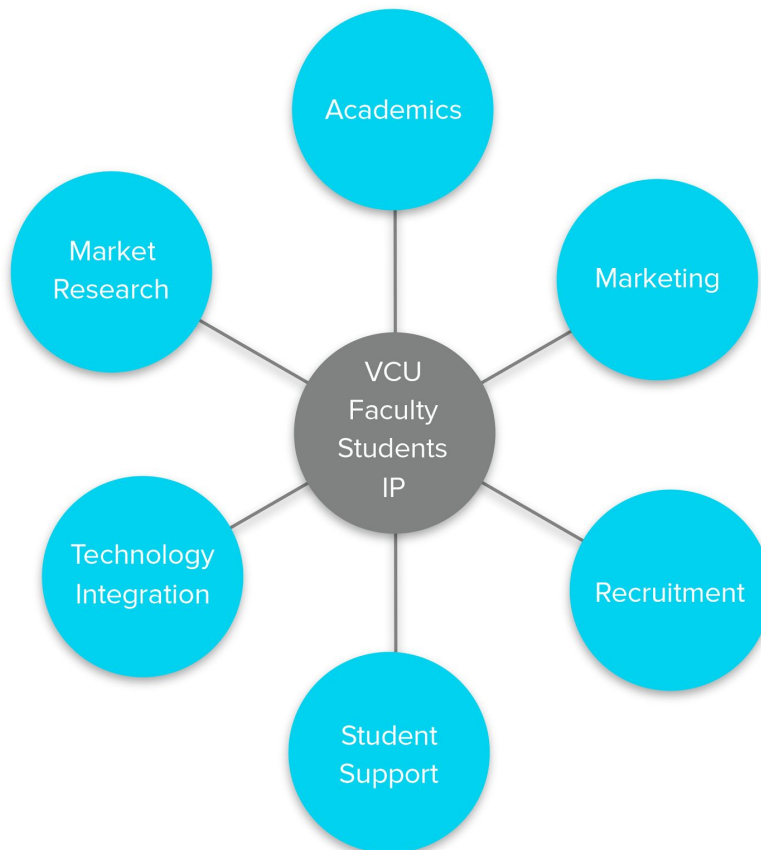
In so doing, we'll shorten the go-to-market timeline while ensuring the maximum performance in each service area. The result: high-quality online programs, constructed and delivered by VCU faculty--in an engaging online modality, at a much lower cost--and with a higher ROI--than a traditional Online Program Management (OPM) firm. With Noodle Partners, VCU eschews the traditional revenue-share model to learn more, spend less, build better programs, and give students (and faculty) the best online experience.

We are doing just that for some of the country's leading institutions--American, Pepperdine, and Tulane Universities among them. They value our extensive ecosystem of providers, our obsession with quality, our in-house expertise, our unparalleled transparency, and a business model that firmly espouses quality over profit. They have welcomed having a committed general manager who lives locally and actually gets to know faculty and the university culture. They appreciate that Noodle Partners has sourced the very best providers who specialize in the core service areas, so they're getting the best instructional designers, digital marketers, recruiters, and technologists in the country, not just the folks we can hire and retain. And they know that we are committed to incorporating their in-house/on-campus talent, so that together, we're building the very best programs to help their students achieve their goals.

## B. Scope of Work

Noodle Partners will help VCU build up to five online degree programs to launch in fall 2018, ultimately growing as much as the University wishes in order to meet the needs of the Commonwealth. We'll bring outside expertise to every facet of these online programs--not just learning, but all ancillary services that make for a compelling business case. And we'll help VCU ameliorate decades of siloed tech by linking together the SIS, CRM, LMS, and others into a robust, reliable data-crunching machine, resulting in unprecedented data analytics to inform continuous improvements to make each program better, more engaging, more financially viable, and more useful for online learners.

In the sections that follow, we offer additional information about the services that Noodle Partners and our providers will bring to VCU to ensure high-quality online programs. The scope of our work together is well reflected in the following diagram:



Noodle Partners Core Service Areas for VCU

Note that at the center, we have Virginia Commonwealth University--your faculty, your students, and your intellectual property. Everything that Noodle Partners does revolves around VCU. On the pages that follow, we describe the Noodle Partners approach in each of these core service areas, offering specific examples where possible and showcasing a level of transparency that no other OPM provider can match.

## C. Academics

Noodle Partners understands that in the first year, VCU expects to launch up to five online programs, possibly including the Master of Social Work, RN-BS, DNP, MBA, Master of Homeland Security and Emergency Preparedness, and Master of Accounting. Regardless of academic discipline or undergraduate- or graduate-level pedagogy, the core tenets of great online courses are remarkably similar, and building them follows a precise trajectory no matter the subject matter. In the section that follows, we outline our approach to building and delivering great, engaging, and accessible online courses.

**Dr. Melora Sundt**, Noodle Partners' Chief Academic Officer, oversees all aspects of the academic stack and, in doing so, creates excellent online programs for our university partners. She built some of the country's most successful online programs at the University of Southern California, and she brings this expertise to oversee instructional design, faculty training, quality assurance, and LMS support at VCU.

### i. Instructional Design

Noodle Partners is committed to launching online courses that meet or exceed the level of quality and academic rigor of existing on-campus offerings. We'll help faculty identify and affirm program goals and align courses and assessments with those goals, while remaining laser-focused on student outcomes and outcomes assessment. This process results in a repeatable framework for course and program design that can be deployed for future online programs. Together, we'll ensure the programs VCU takes online will effectively prepare students to persist in their academic pursuits, graduate on time, and excel in their fields upon graduation.

As an example, we are currently building the online Master of Social Work for Tulane University. We began by analyzing the curriculum, finding an arcane jumble of courses that had been added piecemeal over time and no longer made pedagogical sense.

There were wildly inconsistent credit hours ranging from .5 to 4.5. While somewhat tenable in a face-to-face learning environment, time and cost constraints forced us to work with faculty to revise the curriculum to better meet online students' needs. The new curriculum is far more streamlined and better aligned with the requirements of the Council for Social Work Education and will also improve the student experience for on-ground MSW students as well.

Once faculty are confident with program goals and outcomes, Noodle Partners and the instructional design firm we source for VCU will team with lead faculty to design and build courses that delight students. In addition, we will work with faculty to create and embed effective outcomes assessments throughout the program, giving professors visibility into student progress and informing continuous program improvement.

## ii. Faculty Training

Engaged faculty members who are comfortable with online pedagogy and technology are the foundation of great online courses. Noodle Partners' core strength, and the source of its greatest satisfaction, comes from working with dedicated educators to transfer their subject matter expertise to the online environment. We will supplement your existing faculty-development initiatives with:

- **1:1 coaching sessions** for faculty members preparing for their first live session, debriefing immediately following that first session
- **Group trainings and workshops** led by skilled facilitators, with extensive experience building curricula and facilitating groups, to help faculty identify and affirm program goals and then align courses and assessments with those goals
- **On-demand self-paced resources** for online teaching (e.g., pedagogical strategies, preparation tips, suggestions for working with small groups, etc.)
- **24/7 access to technical support services and online point-of-need tutorials**

### iii. Building Quality into the Online Experience

A surprising number of online programs reflect antiquated ideas about instructional design: downloadable PDFs, talking-head videos and discussion forums no longer constitute a great online course, nor will savvy consumers pay for this. And while synchronous classes are a growing feature in many online programs, few universities have well-conceived strategies for when and how to blend modalities or to equip and support faculty to take full advantage of real-time opportunities.

While every program has a different set of constraints and competitors, Noodle Partners builds learning experiences that energize students and faculty. We score each online course against a rubric to be crafted with each department; the initial questions are whether the courses are:

<b>Engaging</b>	The course is relevant and motivating. It is built on the idea that "learning occurs when someone wants to learn," not "when someone wants to teach" (Roger Schank).
<b>Interactive</b>	The course encourages active learning. Students demonstrate proficiency by performing meaningful tasks and receive timely feedback.
<b>Collaborative</b>	The course promotes a learning community and cannot be completed without meaningful teamwork and communication.
<b>Personalized</b>	The course treats learners as individuals with different backgrounds, abilities and prior knowledge. Options are provided so all learners are optimally challenged.
<b>Intuitive</b>	The course design is inviting and intuitive and allows all students to focus on content.

Our approach to working with faculty is rooted in collaboration. We bring instructional designers who, in many cases, have rich teaching backgrounds themselves. Working alongside faculty, these designers draw on their own experiences to offer examples of great online instruction. They communicate with faculty with authenticity and candor, always positioning faculty as the content experts. The goal is to create an atmosphere of trust and respect.

We've built a deep bench of high-quality instructional design firms in our ecosystem, each of which we've vetted to ensure it offers:

- **Instructional designers and professors** to create, improve and publish online courses that capitalize on existing and as-yet undetermined content, including online educational resources (OER)
- **Editors** who work with instructional designers to verify that course content complies with institutional style guides
- **Instructional media specialists** to offer media-rich, compelling courses that engage and delight the faculty who teach them and the students who take them
- **Quality review specialists** who conduct two types of reviews before an online course launches:
  - a course structure review and a technical inspection that includes an adaptable set of standards derived from accreditation requirements, empirical research in online course design and instructional design best practices, and
  - A technical inspection to verify that course settings, content and activities function properly before the course is launched

#### iv. **Accessibility**

To ensure that courses we build (or repurpose) are accessible for all online learners, each our providers must provide a VPAT as part of their contract, which evaluates and codifies their 508 compliance measures. SMEs and faculty are introduced to Universal Design Principles, and instructional designers cross check to ensure all courses align with these principles. We'll will work the campus assistive technology team to make sure their course materials (e.g. readings) are accessible, and deploy the JAWS screen reader before launching each course to assess compatibility and accessibility.

#### v. LMS Administrative Support

The Learning Management System (LMS) is therefore extremely important to ensuring student (and faculty) engagement and successful outcomes. To keep the LMS working toward, not inhibiting, student success, Noodle Partners will:

- Identify, address, and resolve any issues that may appear around course design and the configuration or infrastructure of the LMS
- Ensure that the LMS works properly and reacts quickly to address and resolve bugs and unexpected errors
- Provide on-demand Tier 1 and Tier 2 tech support

#### vi. Tools

In a traditional face-to-face pedagogical approach, students have many opportunities to interact with professors and peers. This informal communication is paramount to a successful student experience, and we are committed to facilitating similar opportunities for collaboration in the online learning environment by virtue of an ever-evolving stack of learning tools and providers.

Presently, we find the best success with the enterprise-level synchronous learning platform Zoom. This user-friendly alternative to more traditional video platforms is better for students and is especially useful for faculty, as it supports multiple discussions, group breakouts, and the ability for faculty to tailor offerings to different learning styles.

Another important consideration is academic integrity and honesty. We know that many faculty members worry about cheating, and we've amassed a combination of tools to minimize the likelihood that this will occur, including:

- **Verified ID:** During the orientation program, a Noodle Partners provider will require each student to produce a notarized photo. Professors and proctors will have access to profile photos during synchronous classes and proctored exams to provide facial recognition and minimize cheating.
- **Video proctoring of online exams:** Noodle Partners will source proctoring via spot-checking videos of students taking exams.

- **Variable and open-book exams:** Past exams may find their way to current students and even new ones may be shared if given asynchronously in different time zones. Open-book exams eliminate this problem.

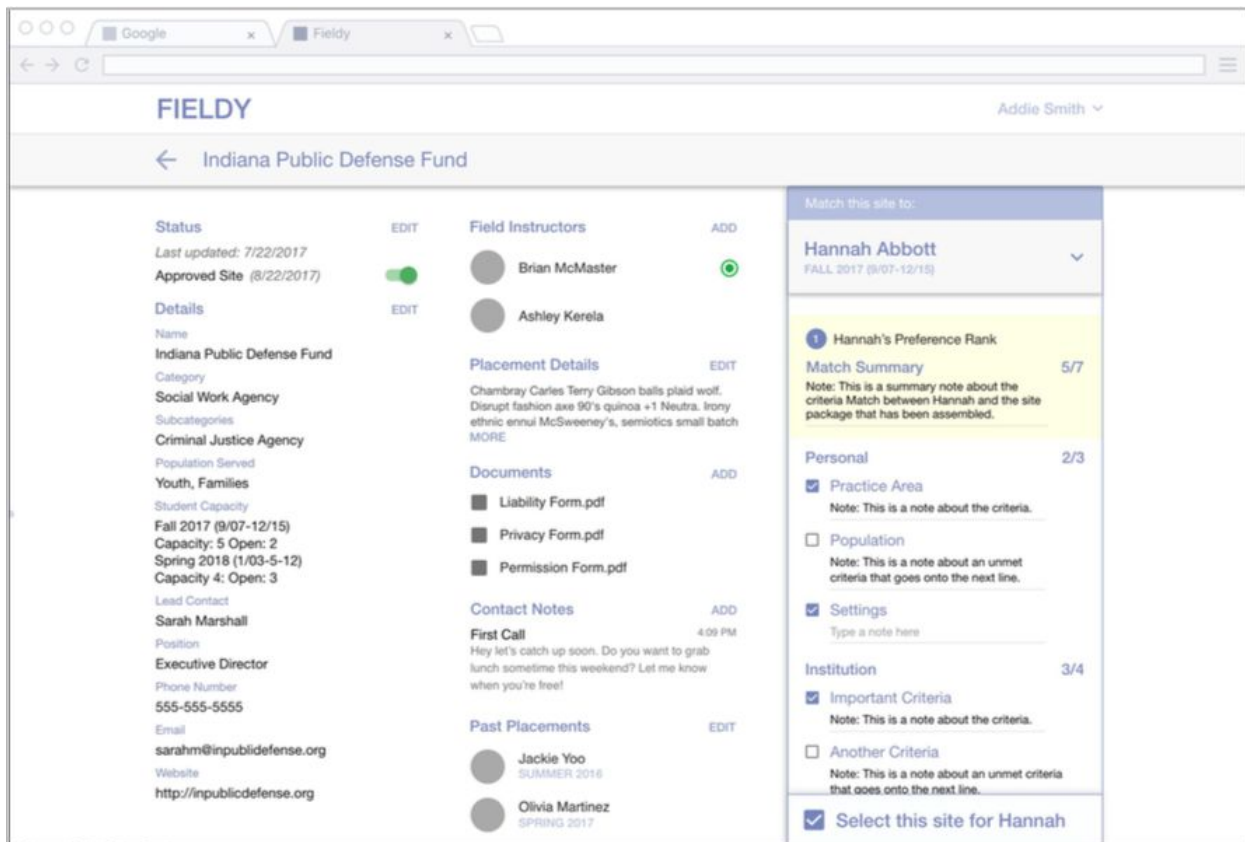
## vii. Field Placement

Some academic disciplines, including nursing, social work, and teaching, require in-field learning, or practicum experience. Typically mandated by accrediting agencies, these hands-on sessions are an essential component of the high-quality educational experience VCU seeks for its students, offering the chance to apply the theories and tools from the classroom in real-world settings.

Historically, practicums for students in online programs have presented unique challenges--and they still do. But Noodle Partners has the experience and resources to support online VCU programs with field placement by:

- Integrating field experiences into the curriculum during the design phase, not as an afterthought
- Bringing highly trained placement coordinators to identify and assess placement settings
- Using our proprietary technology platform to manage the entire placement process that enables University staff to review placement options and view critical analytics to track the placement process for each student





Sample Dashboard from Field Placement Tool

We are piloting this tech platform at American and Tulane Universities, and the results are impressive. We'll refine this platform for relevant online programs at VCU including the proposed online MSW, nursing programs, and future programs as appropriate.

#### D. Marketing

Finding prospective students, contacting them in targeted ways through key marketing channels, and ensuring their interest in specific online VCU programs is critical to building successful programs. Despite its reputation, VCU is not yet known as a destination for online programs, so in addition to marketing specific online programs, some rebranding is needed to make VCU known as an online destination (for example, George Mason University has Mason Online). The University already has a viable destination with Online@VCU, a portal that can we'd like to enhance and enliven.

In Noodle Partners' parlance, "marketing" generally refers to a wide array of digital outreach efforts designed to capture the attention and imagination of potential students. While more traditional forms of "advertising" such as billboards, mass media spot, or print ads have their place, they are less effective for reaching potential online learners. They're also expensive, of questionable value, hard to track, and don't allow for micro-targeting. Finding and appealing to potential online learners requires an exceptionally skilled digital marketing team that understands the fast-changing universe of online outreach.

A key part of Noodle Partners' work with VCU will entail building, launching, and managing organic and paid media strategies. Working in concert with a Noodle-sourced digital marketing firm, we will deploy and optimize a paid-media strategy that generates interest from the most-targeted prospective students at the lowest possible cost, focusing on long-tail keywords. This is a complex universe that is ever changing based on Google's policies and the browsing/searching habits of potential students. Noodle Partners will source a digital marketing firm (one of several in our ecosystem) to manage the day-to-day marketing effort under the guidance of our experienced marketing team.

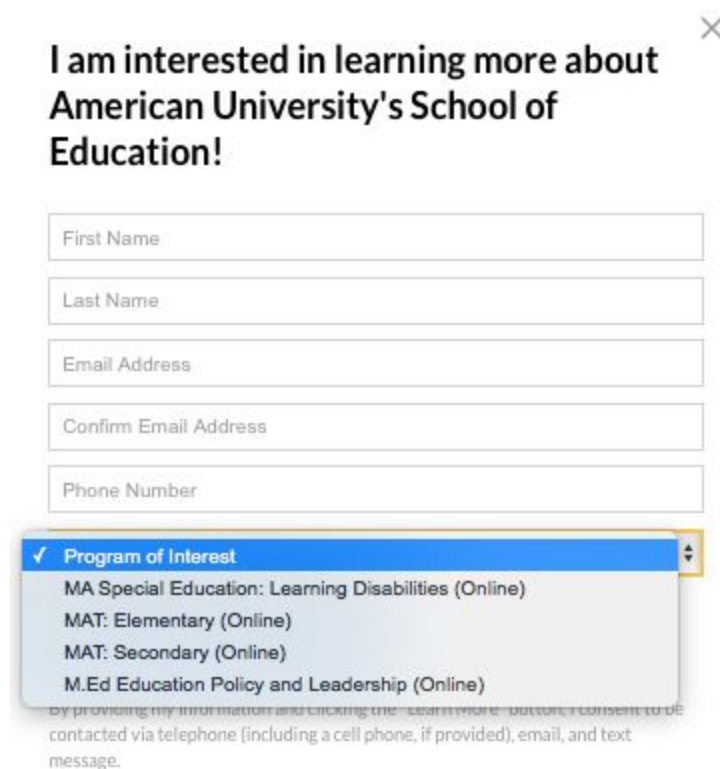
Despite the importance of these paid media efforts, the most enthusiastic prospects (and those most easily converted into VCU students) are those who arrive at VCU's website organically. To identify and nurture this audience, Noodle Partners will build and manage a comprehensive Search Engine Optimization plan designed to generate more, and better, hits to the web site.

Marketing is more than just crafting and executing an outreach strategy, though this is a critical first step. Prospective students must have a clear, concise, and compelling digital destination. To achieve this goal, Noodle Partners will work with VCU to build a suite of engaging digital assets including:

- Microsite
- Landing Pages
- Lead Forms

History suggests that the most effective way to achieve this within the confines of VCU's existing digital architecture is to build workarounds and companion sites. For instance,

we built a microsite for American University that adroitly manages lead flow for online programs: <http://soeonline.american.edu>. This site provides all relevant information for prospective students regardless of their desired educational delivery modality, which is a hallmark of Noodle Partners: unlike other OPMs, we want VCU to attract, enroll, retain, and graduate the most, and best-qualified, students possible, so if potential online students visit the site and opt for on-ground delivery, we consider this a win for everyone. The pop-up window on the microsite simply requests contact information, disregarding delivery modality, as seen in the example below:



**I am interested in learning more about American University's School of Education!**

First Name

Last Name

Email Address

Confirm Email Address

Phone Number

Program of Interest

- MA Special Education: Learning Disabilities (Online)
- MAT: Elementary (Online)
- MAT: Secondary (Online)
- M.Ed Education Policy and Leadership (Online)

By providing my information and clicking the "Learn More" button, I consent to be contacted via telephone (including a cell phone, if provided), email, and text message.

The lead form is simple and clean, asking for only the most relevant data; through a well-built site, we can track how the prospect came to the lead form without asking onerous questions. Once the lead is received, the Noodle-sourced call center will respond immediately and determine if online is the right option for the student or, in fact, a more traditional on-campus program of study is a better fit.

Another form of marketing--one that too few universities are equipped to deploy--is digital PR. Here, Noodle-sourced digital marketers work with VCU faculty to place (and, in some instances, ghostwrite) articles germane to current events. Noodle-sourced digital PR experts will work with VCU faculty to architect a timeline for placing stories and expert commentary in relevant media. One example is a quote from a Tulane University faculty member in a 10/12/17 [Los Angeles Times](http://www.latimes.com/science/sciencenow/la-sci-sn-shooting-mental-health-20171012-story.html)<sup>1</sup> article dealing with trauma in the aftermath of the Las Vegas shooting.

## **We don't feel safe until we know.**

— Charles R. Figley, director of Tulane University's Traumatology Institute



A police officer walks by heart balloons and flowers near the shooting scene in Las Vegas. (Gina Ferazzi / Los Angeles Times)

“We don’t feel safe until we know, and explanation abhors a vacuum,” said [Charles R. Figley](#), a psychologist who directs Tulane University’s [Traumatology Institute](#) in New Orleans.

“People make up stuff,” Figley said. “That’s why we pray and ask God to protect us, to make sure that good people don’t get hurt. We start constructing explanations that at least make us feel better.”

Digital PR for Tulane University

<sup>1</sup> <http://www.latimes.com/science/sciencenow/la-sci-sn-shooting-mental-health-20171012-story.html>

While the subject matter is upsetting, this article fully supports Tulane’s School of Social Work, which emphasizes disaster response and relief. This article legitimizes the value of Tulane’s MSW curriculum and provided solid exposure.

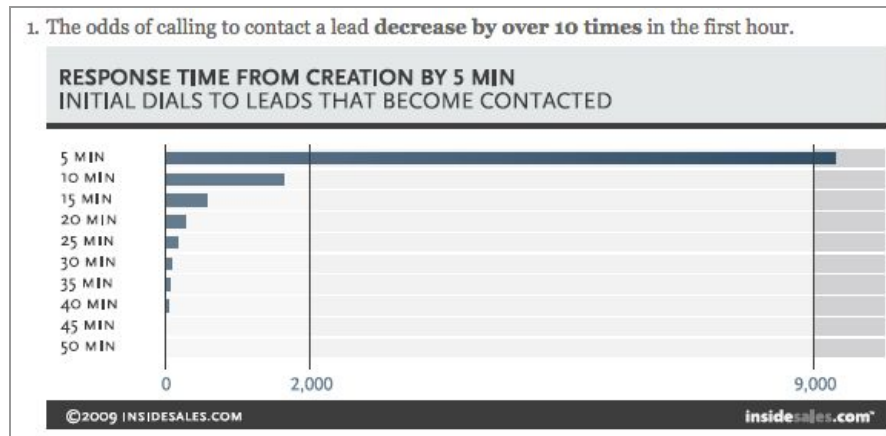
## E. Recruitment

Once the prospect has made the initial commitment by completing lead form like the one shown above, there is a shift from outreach to recruitment--imperceptible to the prospective student, but critically important. Nurturing students through the admission funnel requires a deft personal touch that is undergirded by seamlessly integrated systems--a combination of “high-tech/high-touch” that most universities boast but few can deliver.

Perhaps the most critical step in the segue from lead to prospect is immediate contact. Yes, immediate. Quick response to an prospect is not “salesy” or “pushy” or too aggressive. To the contrary, today’s consumers expect an immediate response, whether shopping for t-shirts on Amazon, hailing an Uber, or buying a plane ticket, and waiting a couple of days to contact a prospective VCU online student is not acceptable. By way of example, we cite a study conducted by [leadresponsemanagement.org](http://www.leadresponsemanagement.org)<sup>2</sup>. Though not directly related to academe, the results of a response-time study are stunning: the likelihood of making contact with a prospective student decreases x10 in just the first hour:

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<sup>2</sup> [http://www.leadresponsemanagement.org/lrm\\_study](http://www.leadresponsemanagement.org/lrm_study)



Noodle Partners’ curated ecosystem of best-in-class providers includes call centers that understand the need for immediacy. A Noodle-sourced call center will receive leads the instant the prospect hits send on her lead form, and will immediately respond with an auto-generated acknowledgement and follow-up communication designed to capture attention while graduate study is fresh on the inquirer’s mind.

Beyond speed, the call center will deploy experts trained to work with adult learners and ensure that they are intimately familiar with the nuances of each online VCU program. All recruitment efforts will embrace VCU’s mission and unique position in the marketplace. Enrollment Advisors will be thoroughly trained, coached and monitored to ensure that the respective colleges are properly represented and prospective student adequately supported through the process. They are fully trained to protect prospective students’ information and always in compliance with all regulations, including TCPA.

In addition to embracing VCU’s culture and school spirit, the Enrollment Advisors will qualify inquiries to ensure their fit with the academic program. They’ll also counsel prospective students through the application process to ensure they are making the right academic choices, meeting admissions deadlines and properly gathering required application items such as letters of reference and transcripts.

Once marketing begins, Noodle Partners will provide VCU with clear and complete data via analytics dashboards, which we address in detail elsewhere in this proposal. Below,

we offer an example of the obsessive tracking we perform to ensure that we are always on time and on budget or, if not, how to make on-the-fly changes to improve.

Prospect Performance	Conversion	Spring 2018 Performance	High Level Notes
Quality Rate	89%	App Start Rate	25%
Reach Rate	100%	App Submit Rates	14%
Contact Rate	41%	App Complete Rate	58%
% of Warm Prospects	65%	Admit Rate	45%
Talk-Time	2 hours/day	Deposit Rate	N/A
Dials	75 dials/day	Overall Yield	N/A

Sample Noodle Partners Lead Scoring

## F. Student Support

Research shows that students learn better when immersed in a supportive learning environment. Noodle Partners knows that this applies to the online environment as well as on-ground and includes the development of a rigorous student ecosystem in the design and build of every degree program.

### i. Academic Support Services

#### New Student Orientation

A good orientation is one that not only gives new students necessary information, but also infuses a sense of community. Noodle Partners has created online orientations that include synchronous and asynchronous modules to accomplish both goals.

In general, orientation for online students will cover program requirements, expectations and instructions for navigating the online environment. It will also familiarize students with the resources available to them, including 24/7 tech support. Orientation can, at VCU's discretion, also include such subjects as web etiquette, academic honor (including rules about plagiarism) and, more generally, the privileges and obligations of being a VCU student.

## Direct Academic Advisement

Ideally, academic advisement for online students is done in concert with advisement for on-ground students; the two groups will be taking the same courses and will have similar questions and issues.

Noodle Partners' advisors will work with students using phone, email, text and video conferencing. Over time, we may supplement those tools with chatbots and other new technologies to address frequently asked questions efficiently.

## ii. Technical and Navigation Support Services

Technology is the conduit to learning in the online environment. For that reason, technical support is a priority in every campus partnership we establish. We bring a Support Desk that is available seven days a week to assist students with technical issues. The Support Desk is staffed by highly trained individuals who maintain a lens toward student satisfaction and success, tracking all queries from students in order to identify patterns in student behavior that might create an at-risk alert or be used to better inform practice.

## iii. Student Retention Services

Universities spend enormous amounts of time and money recruiting students. Yet they typically spend very little time and resources to retain them. Improving student success and retention is essential to VCU's finances, rankings, and stellar academic reputation.

**Online programs built by Noodle Partners have achieved retention rates comparable to those of institutions' on-ground programs.**

Retention starts with having a team available seven days a week. When a student makes a request by phone, email, text or chat message, the team opens a case. A team member who can address the issue directly, does so (as with, say, a basic question of browser compatibility) and closes the case. With course registration, academic advising, financial aid and mental health issues, a team member forwards the case on for an appropriate response and tracks its resolution.



But “reactive” support services are not enough. The support team gets to know students from the moment they enroll, guiding them through the orientation process and helping ensure they start their programs organized, focused and motivated.

Further, our best-in-class analytics allows team members to be proactive. Integrating VCU’s key data systems (CRM, SIS, LMS) with its analytics tools, Noodle Partners will identify and reach out to students with potential academic, social or financial problems. They will work to resolve small issues themselves, and as they identify at-risk students, they will bring in success counselors.

Success counselors will address problems before they result in withdrawal, helping students through both scheduled and ad-hoc coaching sessions, to set priorities, articulate weekly goals and identify potential obstacles to meeting those goals. Further, they will help students through the processes of registering for classes, understanding prerequisites, tracking progress towards degree completion and organizing deadlines and assignments, in concert with existing support centers at VCU for instance, financial aid or academic advisement offices.

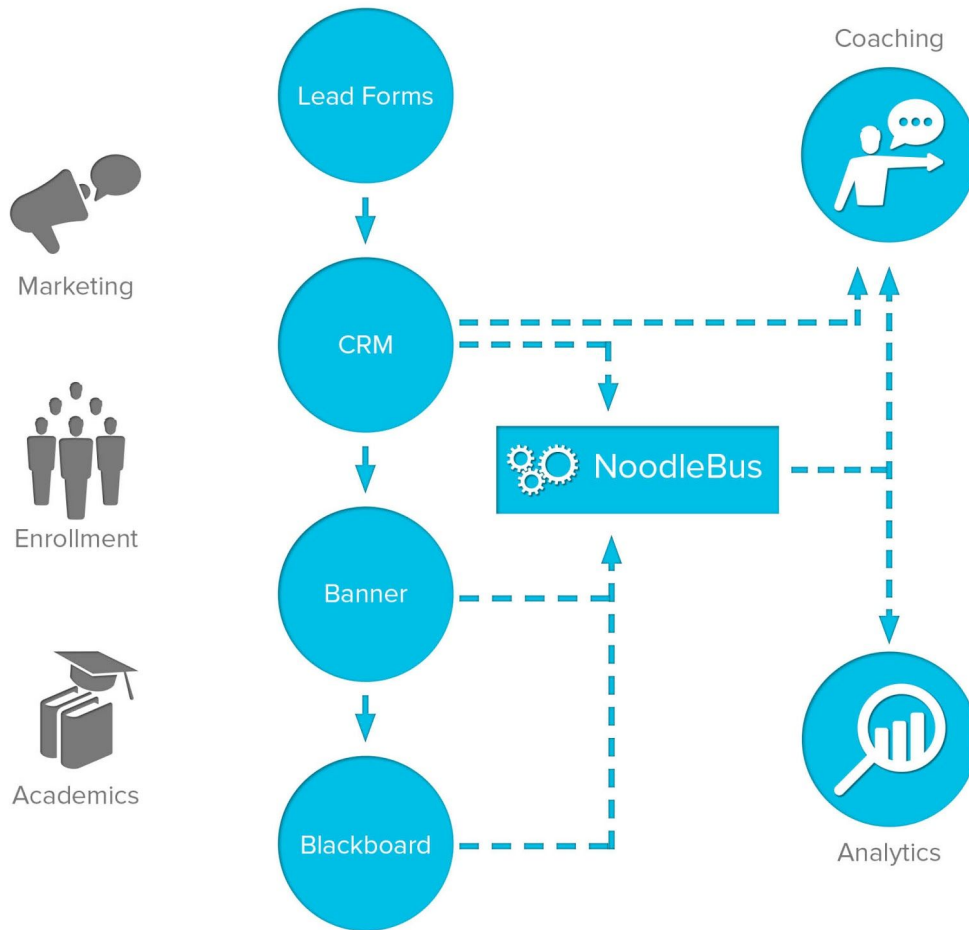
This approach provides advocates for students with problems or questions, leverages existing VCU and college systems and allows both VCU and Noodle Partners to continuously improve their support services.

## **G. Technology Integration**

Integrating dozens of technology and tech-enabled service providers while providing an elegant user experience and a stream of useful data is difficult--if it were easy, VCU would have done it long ago. But it is essential to better understanding student behavior. Noodle Partners has years of experience supporting, optimizing and integrating a wide-range of technology, marketing and other services across the student lifecycle.

Working with VCU’s in-house tech team, we will seamlessly integrate existing marketing, enrollment, learning and support systems with our proprietary analytics platform, NoodleBus. We have already integrated with many leading systems, including Sakai, Canvas, Slate, Salesforce, RegOnline, Banner, Zoom and Adobe Connect. We are happy to undertake new integrations on your behalf. The image below, specific to VCU, shows

the NoodleBus at the center of a complex, yet surprisingly elegant, system for connecting disparate tech.



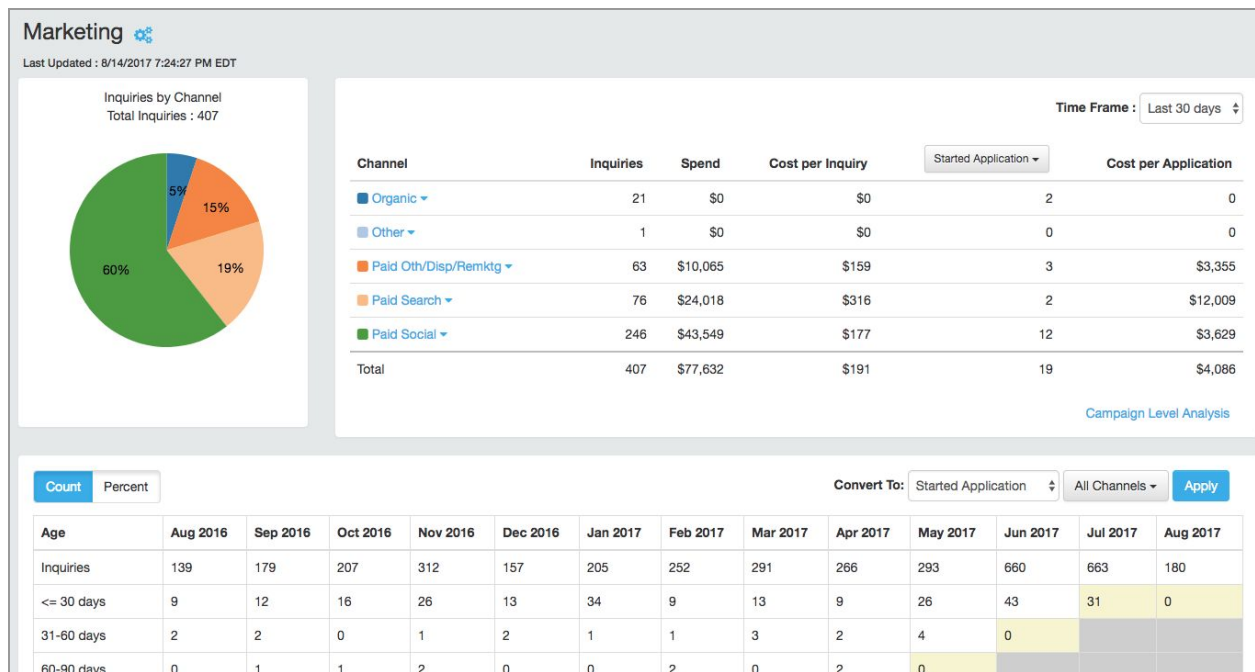
Technology Integration Architecture for VCU

## H. Analytics

Systematically gathering, preserving, and analyzing data is a mission-critical element of any modern-day enterprise, and nowhere is this more apt than higher education. Just as Amazon tracks shopping habits to serve up potential products, there is enormous value in tracking student performance throughout the lifecycle, from first contact to alumni giving after graduation. VCU has millions of data points that, adroitly integrated and analyzed, can pay numerous dividends, including:

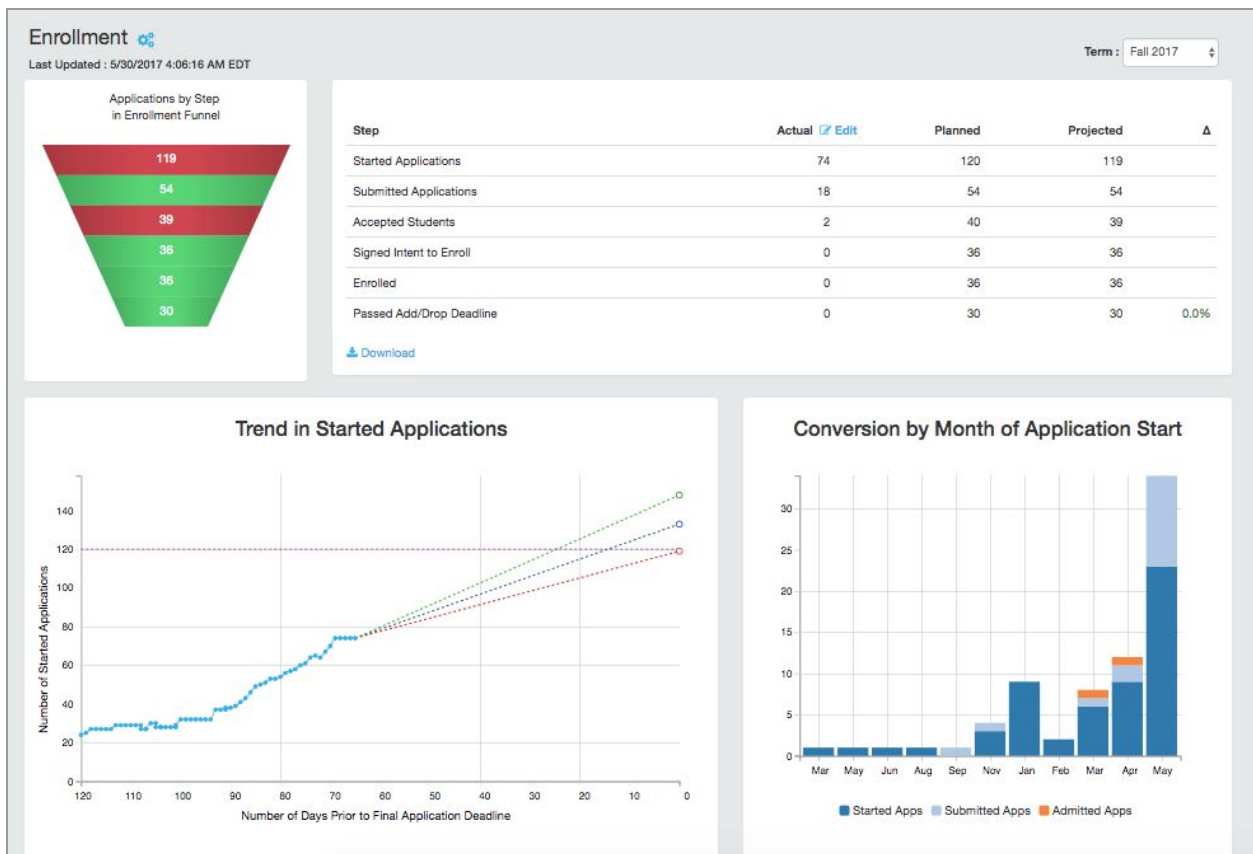
- Understanding the most productive lead sources
- Monitoring prospective students' preferred communications
- Tracking progress through the admissions funnel
- Monitoring academic performance to boost persistence and graduation rates
- Identifying troublesome patterns before they manifest into undesired outcomes

Through the NoodleBus, Noodle Partners tracks these disparate data points to make key decisions about marketing spend, recruitment efforts, student success, and dozens of other concerns. We've perfected the art of analytics--something no other OPM firm can say, and we will share the results with VCU leaders via a series of real-time dashboards like those seen in the examples below:



Sample Marketing Analytics Dashboard

In this example, Noodle Partners provides in-depth data about the efficacy of lead sources, including cumulative costs, cost per inquiry, cost per application, conversion rates, and total lead volume. No OPM firm will ever share this type of information or this level of detail, but we believe they are your data, not ours, and that VCU should have full insight into how resources are spent. Armed with this information, we will help VCU make data-driven decisions about how to better spend marketing dollars to produce the best results at the lowest cost.



Sample Enrollment Analytics Dashboard

In the enrollment dashboard, we offer in-depth information about where each prospect is in the funnel, providing a clearer picture of what work remains to meet enrollment goals. We also track conversion rates, providing a month-by-month analysis. These data can be used to refine the admissions process and help with planning (for instructors, equipment, materials) for future academic terms. Noodle Partners will build the analytics framework and dashboards to meet VCU’s needs and systems.

When it comes to our handling of your data, **Noodle Partners’** number one priority will be safeguarding personal identifiable information to protect the privacy of VCU students and faculty.

## I. Market Research

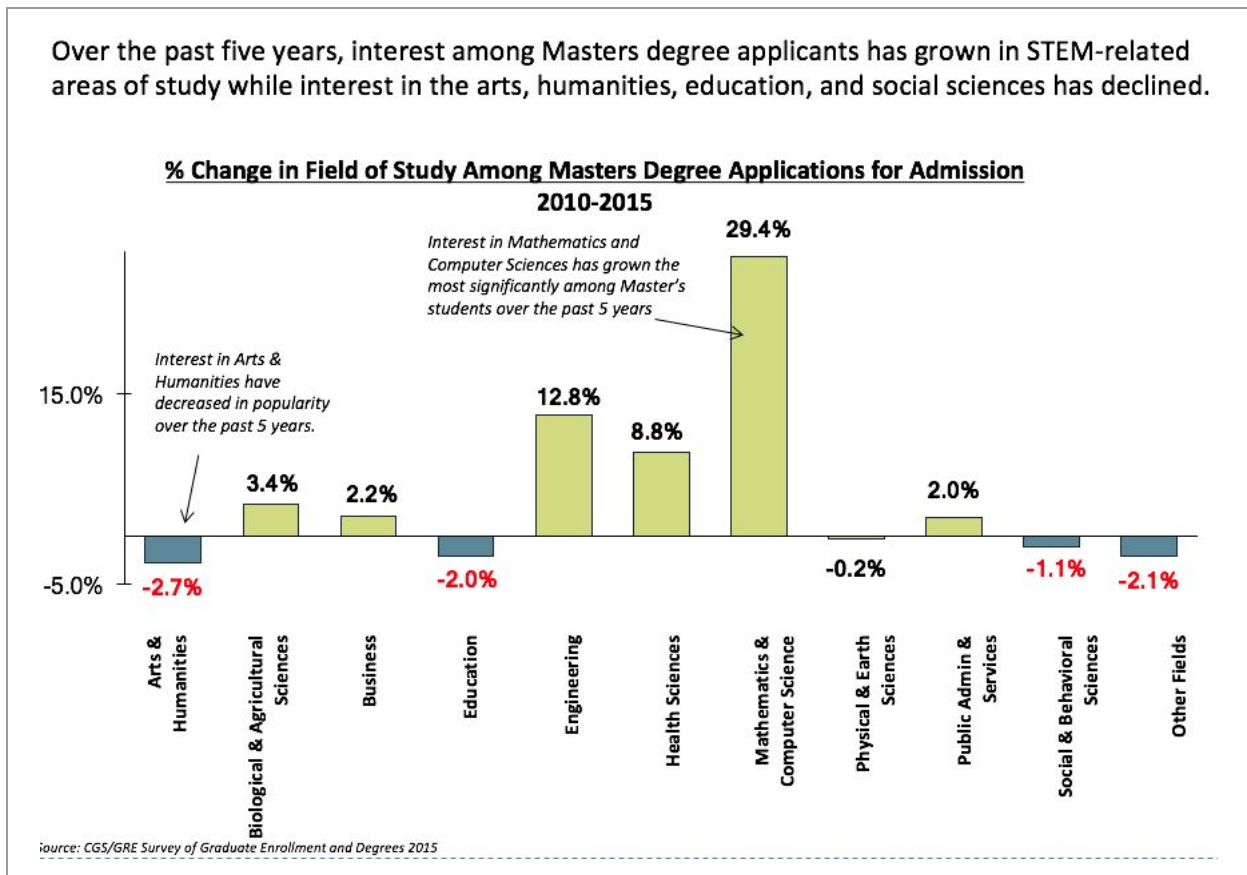
Noodle Partners can conduct detailed market analyses to quantify both sides of the supply/demand equation. We use a variety of sources including the U.S. Bureau of Labor Statistics, state/local/regional occupation agencies and other proprietary sources. Equally important is understanding supply, which we view as the competitive landscape in which VCU can expect to compete. In addition to our own in-house researchers, we maintain a Burning Glass license, which offers the ability to drill down to the most granular levels.

Research reports will include an analysis of online competitors' pricing, requirements for graduation and, where available, national ranking to provide VCU with a clear understanding of the competition and, just as important, how VCU can exploit any identified weaknesses. Our goal is to provide VCU with legitimate, quantitative data to inform decisions regarding which online programs to launch and how to position them in the marketplace. In fact, we have already researched online nursing programs in the Commonwealth of Virginia, an example of which is shown in the image below:

Virginia Competitive Landscape - MSN								
Institution	Current Enrollments	Total Cost of Program	Majors/Specializations Offered	Credit Requirements	Pre-Requisites	Clinical Hours	Non-clinical Instruction Fully Online?	Experience Required?
Eastern Mennonite University	N/A	\$21,830 - \$23,010 tuition	<b>APRN majors/specializations offered:</b> <ul style="list-style-type: none"> <li>N/A</li> </ul> <b>Other majors/specializations offered:</b> <ul style="list-style-type: none"> <li>Leadership and management</li> <li>Leadership and school nursing</li> <li>MSN and MBA dual degree</li> </ul>	37-39	<ul style="list-style-type: none"> <li>Bachelor's and a RN license</li> <li>Leadership and school nursing - requires a CPR certification</li> </ul>	250	<b>No</b> – MSN/MBA program has 2 residency requirements for orientation to the program and some MBA courses can only be taken in-person once a week, every other week.	2,080 hours of work experience as a RN
George Mason University	58	\$27,470 (in-state) \$61,131(out-of-state) tuition	<b>APRN majors/specializations offered:</b> <ul style="list-style-type: none"> <li>N/A</li> </ul> <b>Other majors/specializations offered:</b> <ul style="list-style-type: none"> <li>Nursing educator</li> </ul>	41	<ul style="list-style-type: none"> <li>BSN and a RN license</li> </ul>	90	<b>No</b> – majority are online, but some are held in a class.	Some work experience
James Madison University	17	\$18,016 - \$27,587 (in-state) to \$42,272 - \$60,766 (out-of-state) tuition	<b>APRN majors/specializations offered:</b> <ul style="list-style-type: none"> <li>Family nurse practitioner</li> <li>Nurse midwifery (in association with Shenandoah University)*</li> <li>Adult/gerontological nurse practitioner</li> <li>Psychiatric mental health nurse practitioner (pending approval from SACSCOC)</li> </ul> <b>Other majors/specializations offered:</b> <ul style="list-style-type: none"> <li>Clinical nurse leader</li> <li>Nurse administrator</li> </ul>	32-49	<ul style="list-style-type: none"> <li>Bachelor's and an unrestricted RN license**</li> <li>Coursework in statistics</li> </ul>	400-720	<b>Partial</b> – some concentrations are fully online and some meet in person one day per week	Some relevant professional clinical experience

Sample Noodle Partners Research on VCU's Behalf

Beyond program-specific research, we maintain a library of ever-evolving market intelligence on market trends. For instance, we know that mathematics and computer science-related graduate programs have seen the biggest interest in the past five years, followed by engineering and health sciences, as seen below:



Market Research Findings on Potential Master's Degree Seekers

Noodle Partners will share this market intelligence with Virginia Commonwealth University as a baseline at the beginning of our partnership. Where possible, we will provide program-specific research to help the University make sound decisions about which future programs to take online, against which institutions they can expect to compete, and how they compete on cost, required credit hours, and other factors that are most salient to prospective adult learners seeking online degrees.

## J. Subcontractors

Noodle Partners is proud to manage a robust ecosystem of providers. This model—much like the modern production model utilized by Boeing and Tesla—makes Noodle Partners more agile than traditional OPM providers that perpetually have to identify, hire, train, and retain quality talent.

Consider Boeing, which produces the most effective, safest, cost-efficient airplanes. Boeing builds very few components, instead sourcing best-in-class providers such as Rolls-Royce or GE for engines, Jeppesen for avionics and Goodyear for tires. Boeing sources these components, manages their manufacture, and assembles them into the world's safest aircraft.

Similarly, Noodle Partners will source the Rolls Royce of instructional design, marketing, recruitment, student support, and technology integration to help VCU build the best online degree programs. We have identified, vetted, and welcomed the best providers in each of those fields into our ever-evolving ecosystem. This business model guarantees that VCU works with the best providers, under the watchful eye of our in-house management team. Because our ecosystem is deliberately redundant—more than one firm can provide any given service—we can swap out providers for any reason, which is particularly important given the need to be agile and respond to market shifts as needed.

Noodle Partners will help VCU capitalize on new technologies and approaches as they become available (either from our existing providers, providers Noodle Partners has been keeping an eye on or—as sometimes happens in the tech world—impressive companies that seem to emerge out of nowhere). VCU won't be locked into any given vendor's one-size-fits-all approach or its detrimental commitment to legacy technologies, and will be privy to the latest technologies if they make sense for the University.

## K. Term and Financing

When founding Noodle Partners, our CEO, John Katzman, sought a compelling financial alternative to the revenue-share model practiced by nearly all traditional Online Program Management firms. While it made sense when John founded 2U a decade ago, this financing model has proven increasingly problematic. First, the promise of going online

with “no risk” is patently false: a university puts its most important asset--its reputation--on the line. Second, institutions typically have to make strategic hires to manage the OPM firm, and spend limited resources to accommodate changes across the academic enterprise. And while having a traditional OPM firm make the upfront investment does limit the university’s short-term financial pain, there are significant problems with this model:

- It requires a lengthy contract, often a decade or longer
- The university cedes all control to the OPM firm
- The “poison tail” forces universities to pay the revenue share--often 65%--long after the contract has ended, resulting in a multi-million dollar budget hole

By contrast, Noodle Partners charges modest fees (addressed in the following section) for our management oversight and VCU will have a direct financial relationship with the external providers we source (and for which we receive no revenue). Providers are eager to join our ecosystem, and commit to offer most-favored-nation pricing to do so--the result is lower costs for VCU to obtain the best expertise in the country.

This is the preferred financing mechanism for most of our university partners. But we understand that some institutions may desire another option, so we offer a Temporary Revenue Share model whereby an external entity will finance the online program using a non-recourse loan. Once the initial loan is repaid, we revert to the fee-for-service model. The choice rests with VCU.

#### **i. Financial Projections and Noodle Fees for VCU**

Below you’ll find a table and spreadsheet showing our financial projections for five potential online programs to commence the 2018-2019 academic year.



**Proprietary Information Removed.**

This model reflects our unique approach whereby VCU pays Noodle Partners and Noodle Partners pays the providers directly as well as a three-tiered fee structure for our services. Below is an explanation of how we estimate these fees. We assume that you would ask us to completely manage a program, and run it on an independent tech stack with an independent marketing and recruiting team. As we find synergies between existing VCU infrastructure and among our online programs, these fees will decrease (with the exception of inflation).

<i>What we charge</i>	<i>And why</i>
<p><b>Program Management:</b> Noodle manages each aspect of online program management. A team of Noodlers will work to support VCU, including a general manager, launch manager, integration specialist, learning specialist, marketing &amp; recruitment specialist; below, we outline our fees--the only monies that go directly to Noodle Partners.</p>	
<p>\$12,000/month University fee for VCU            \$6,000/month per VCU degree program            \$3,000/month per VCU non-degree program</p>	<p>VCU pays one University fee regardless of the number of programs it decides to bring online. In addition, we assess a per-program and a smaller fee for each standalone, non-degree, non-stackable program.</p>
<p>\$68/credit for the first 10,000 credits/year            \$52/credit for credits 10,001 to 20,000;            \$36/credit for 20,001-30,000;            \$20/credit for 30,001 to 40,000 and            \$4/credit for credits above 40,001.</p>	<p>In addition to the above mentioned monthly fees, we assess a nominal per credit fee, assessed across all programs on which we partner with VCU.</p>
<p><b>Services:</b> Following are <i>estimated</i> expenses for each service. Noodle will evaluate, source, and manage best-in-class providers, obtain VCU’s prior approval on these providers and expenses, and pass through 100% of the fees to the providers.</p>	
<p><i>Marketing</i></p>	
<p>\$30,000 to build each program’s marketing collateral, including microsities, plus \$20,000 per year to maintain it.</p>	<p>This includes content and technology for a site that is SEO-friendly, and for ongoing testing of landing pages. These fees include collateral for individual courses as well.</p>

<p>An average of \$3,500 per new student for marketing, with variations based on specific academic programs (due to varying market conditions including competition and degree demand)</p>	<p>Media and agency fees cover online marketing initiatives including paid search, paid social, all media buys and agency fees. VCU will approve the budget annually, with spend based on your decisions (e.g., deciding to raise selectivity or increase diversity) or changes in the competitive landscape.</p>
<p>\$3000 per program per year, rising to \$6000 with rising marketing spend, for compliance</p>	<p>We track the marketing of your programs by lead-gen providers and others to make sure you are being represented accurately and well.</p>
<p><i>Enrollment Management</i></p>	
<p>\$2250 per program per year for secret shopping</p>	<p>We will monitor recruitment centers to ensure they are delivering quality service to VCU prospects.</p>
<p>We believe VCU will spend, on average, \$3,000 for recruitment. In the initial years, this rate will be higher.</p> <p>Our call centers charge a set-up fee of \$40,000, which covers the initial training for the enrollment advisors and setting up the appropriate data feeds to the recruitment center. They then charge \$10,000 per month for infrastructure, \$2500/enrollment advisor per month, and \$0.23 per prospect.</p>	<p>Enrollment management support is the cost of managing students through the enrollment funnel from inquiry to enrolled student. It is largely a call center, with some business development people.</p>
<p><i>Academic Technology and Support</i></p>	

<p><i>LMS</i>  Set-up fee of \$5,500  One-time training fee of \$3000.  \$10,000 annual licensing fee for all student and faculty access  \$15,000 annual tech support fee.</p>	<p>To create an engaging online environment, VCU may choose to run online courses (and eventually classroom programs) on an LMS that fosters online collaboration and is easier for students and professors to use. We can also fully integrate with Blackboard and use tools to enhance social functionality.</p>
<p><i>Video CMS</i>  \$12,700 set-up fee  \$34,000/year licensing fee</p>	<p>Along with your LMS, you need to store all of the video assets used in your courses- this includes instructional videos used in your courses, videos posted by students as part of their assignments, and recordings of asynchronous classes held within each course.</p>
<p><i>Online Proctoring</i>  Cost assumes one proctored exam for each course, at a cost of \$11/student.</p>	<p>For high-stakes tests, you may want to include a proctoring service that monitors students taking exams.</p>
<p><i>Synchronous Video</i>  Initial \$10,000 set-up fee  \$90/instructor/year fee</p>	<p>In order to run synchronous classes, you need a platform to host these sessions. We like Zoom.</p>
<p><i>Student Surveys</i>  \$4,500/year</p>	<p>We'll want to have ongoing and immediate feedback from students on their experience in VCUs program.</p>
<p><i>Plagiarism Detection</i>  One-time training fee of \$650  Annual campus wide fee of \$1000  \$5/year/full time enrolled student.</p>	<p>All written assignments should be run through a plagiarism check to ensure the work submitted is authentic. Note that you probably already have this license.</p>

<p><i>24:7 Tech Support</i> Initial implementation fee of \$1000 \$5/year/ student and faculty member supported.</p>	<p>You want to support students 24:7 to ensure their questions are quickly answered.</p>
<p><i>Instructional (Program/Course) Design</i></p>	
<p><i>New Course Design:</i> The new-course builds are factored into the financial model based on the number of courses in each program as noted on the VCU web site.</p>	<p>To build a program worthy of VCU's standards, all courses should encourage engagement and use rich media. We use a few strong instructional design, videography, animation firms; we'll choose the team based on each program' needs. We can create very solid courses at \$55,000, but the decision to use some internal resources to gain efficiency, aor just spend more or less, is yours.</p>
<p><i>Annual Refresh:</i> \$10,000 per course for an annual refresh</p>	<p>Each year, we will update assets within each course- whether that be revised content based on student performance, refreshing multi-media assets, etc.</p>
<p><i>Student Support</i></p>	
<p><i>Student Support:</i> Initial setup fee: \$25,000 \$486/year for first year students and \$180/year to support students until graduation.</p>	<p>This is for a proactive, 16-hour a day effort to support and retain students.</p>
<p><i>Career Support</i> \$500/student</p>	<p>These are a series of providers to ensure that VCU students secure good jobs upon graduation.</p>
<p><i>Alumni Support</i> \$200/year per alumni</p>	<p>We will want to keep VCU's alumni engaged and part of the VCU community.</p>

<i>Technology Integration</i>	
NoodleBus: \$39,000/year Estimated \$10,000 for custom integration work to integrate with VCU's legacy systems.	We will want to extract and import the appropriate data in VCU's systems and into Noodle's systems to provide a coherent user experience and to ensure we are closely tracking data to evaluate the overall health of the program.
<i>Audit Services:</i> \$5000/year	Each year, we will want to audit our respective systems to ensure we're FERPA compliant and adhering to data security protocols. [8]

**L. Implementation**

In the chart below, Noodle Partners offers a detailed implementation timeline to ensure that all facets of existing and/or new online degree programs are completed in time for a fall 2018 launch (or relaunch for existing programs). We anticipate beginning the implementation as soon as the contract is signed, starting with budget approval and determining where Noodle Partners will supervise and/or advise. We'll bring a team to campus to begin discovery, meet with key administrators and faculty in selected programs, and introduce a general manager who will serve as the day-to-day liaison between VCU, the external providers we source, and the Noodle Partners implementation team.

180 days out	165 days out	150 days out
<ul style="list-style-type: none"> <li><input type="checkbox"/> Contract Signed</li> <li><input type="checkbox"/> Agreement on areas Noodle will Supervise vs. Advise</li> <li><input type="checkbox"/> Budget Approved</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Access to Key systems (SIS, CRM, LMS) granted</li> <li><input type="checkbox"/> University Liaison Identified</li> <li><input type="checkbox"/> Press Release goes out</li> <li><input type="checkbox"/> University and School Approvals are in process</li> <li><input type="checkbox"/> Accreditor and State approvals are in process</li> <li><input type="checkbox"/> Marketing and Recruitment Integration begins</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Overall Program Design is approved</li> <li><input type="checkbox"/> Semester 1 Courses and faculty identified</li> <li><input type="checkbox"/> Inquiry form and Online Application are live</li> <li><input type="checkbox"/> Marketing Messaging &amp; Creative is Approved</li> <li><input type="checkbox"/> Call Center on-boarding and training complete</li> <li><input type="checkbox"/> Marketing &amp; recruitment Campaign launches</li> </ul>

## Implementation Detail: Marketing + Recruiting

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<ul style="list-style-type: none"> <li><input type="checkbox"/> Design the program identity</li> <li><input type="checkbox"/> Determine student profile and pathways</li> <li><input type="checkbox"/> Establish applicant review process, enrollment targets, messaging, and marketing plan</li> <li><input type="checkbox"/> Contract with M &amp; R agencies</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Work through training plans and contact strategies</li> <li><input type="checkbox"/> Ensure ICPA compliance, launch the marketing campaign, and build and launch the online application</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Review initial performance data</li> <li><input type="checkbox"/> Optimize campaigns based on data analysis</li> <li><input type="checkbox"/> Adjust marketing allocation and leverage new channels</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Select future cohort targets</li> <li><input type="checkbox"/> Establish funnel conversion projections</li> <li><input type="checkbox"/> Review operational process for prospects and applicants</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Launch next campaign cohort</li> <li><input type="checkbox"/> Ongoing analysis and optimization</li> </ul>

## Implementation Detail: Program + Learning Design

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<ul style="list-style-type: none"> <li>Map out program scope and sequence of courses</li> <li>Identify faculty development structure and workload</li> <li>Begin State authorization process</li> </ul>	<ul style="list-style-type: none"> <li>Select instructional design firm(s) and identify lead professors</li> <li>Identify lead professors to author courses</li> <li>Discuss and select desired learning technologies</li> </ul>	<ul style="list-style-type: none"> <li>Sign contracts for learning technologies</li> <li>Draft and approve blueprints for 1st semester courses</li> <li>Draft the orientation experience</li> </ul>	<ul style="list-style-type: none"> <li>Build semester 1 courses and outline plan for faculty training and support</li> <li>Finalize the orientation</li> <li>Identify lead faculty for 2nd semester courses</li> </ul>	<ul style="list-style-type: none"> <li>Launch the orientation experience and faculty training</li> <li>QA 1st semester courses and technology</li> <li>Approve blueprints for 2nd semester</li> </ul>

## Implementation Detail: Student Services + Support

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<ul style="list-style-type: none"> <li>Map out desired student support &amp; tech experience</li> <li>Define methods for program evaluation (students and faculty)</li> <li>Identify possible program retention challenges</li> </ul>	<ul style="list-style-type: none"> <li>Select student support and tech partners</li> <li>Establish comm. Plan for student life cycle post admission</li> </ul>	<ul style="list-style-type: none"> <li>Start integration of student and tech support systems</li> <li>Prepare for course registration</li> <li>Engage initial wave of students admitted</li> </ul>	<ul style="list-style-type: none"> <li>Fully launch the student and tech support systems</li> <li>Admitted students begin 1st semester registration</li> </ul>	<ul style="list-style-type: none"> <li>Orientation begins</li> <li>First semester courses begin</li> </ul>



## Implementation Detail: Technology + Integrations

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<ul style="list-style-type: none"> <li>❑ Map out current infrastructure</li> <li>❑ Understand data flows to determine integration needs</li> </ul>	<ul style="list-style-type: none"> <li>❑ Start Integration with legacy system and the NoodleBus</li> <li>❑ Build the marketing and recruitment analytics</li> </ul>	<ul style="list-style-type: none"> <li>❑ Continue systems integration with NoodleBus</li> <li>❑ Begin integrating learning technologies</li> </ul>	<ul style="list-style-type: none"> <li>❑ Finalize learning technologies integration</li> <li>❑ Begin build for academic analytics and necessary integrations</li> </ul>	<ul style="list-style-type: none"> <li>❑ Finalize and launch the academic analytics</li> </ul>

A locally based general manager will lead an exceptional team of Noodle Partners staff and best-in-class providers to build and deliver high-quality programs for VCU. Reporting to the general manager will be a launch manager, an integration specialist, a learning specialist, a student-experience specialist and a marketing and recruitment specialist. Together they will shepherd new programs as they are launched and monitor existing programs as they grow.

The integration specialist for each new program will integrate various VCU systems and platforms. He will work with VCU’s technology team to provide students and faculty with a seamless online experience and to feed the NoodleBus, providing VCU with actionable data and insights via the analytics dashboards referenced previously in this proposal.

The marketing and recruitment specialist will collaborate with in-house marketers and recruiters to craft outreach and cultivation plans, including articulating each program’s vision and crafting messaging and branding. Once strategies and plans are solidified, the marketing and recruitment lead will leverage best-in-class providers to execute the plan.

The learning specialist, under the guidance of our Chief Academic Officer, will oversee the work of external instructional designers, helping them engage with VCU SMEs to create compelling and engaging courses. All relevant VCU staff and faculty will be trained to ensure their comfort with the digital medium as they begin to build courses.

### **M. Customer Support and Maintenance**

Noodle Partners will provide level one and two support, helping to solve and troubleshoot basic issues for students and faculty. We'll gather and analyze information about each user's issue and determine the best way to resolve it. Sometimes the issue may need to be escalated to VCU's central IT division, in which case a protocol will be established in concert with IT leaders at the University.

Technical support is available 24/7 for students and faculty and you will have access to a dedicated account manager.

### **N. Essential Procurement Needs**

Noodle Partners agrees with, and accepts, the procurement requirements set forth in the RFP. Assuming VCU opts for our standard fee-for-service model, the initial contract term will last for three years, after which we are amenable to two optional one-year renewals. Should the University opt for the Temporary Revenue Share option described above, the initial term will last until the original loan is repaid and three years have transpired, at which time renewals are optional.

## O. Appendices

O.a. [Appendix I](#): Participation in State Procurement Transactions Small Business and  
Businesses Owned by Women and Minorities

## APPENDIX I

### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

#### Definitions

- **Small business** is 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. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
  - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN  
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>
Genius Produced	WO	Instructional Design (video prod.)
eLearning Innovation	MO	Instructional Design
Full Potential Solutions	MO	Recruiting

**Commitment for utilization of DSBSD SWaM Businesses:**

~40 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Name Printed: Katie Kurtz  
Email: kkurtz@noodle.com  
Phone: \_\_\_\_\_  
Firm: Noodle Partners

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:  
By (Signature):   
Name Printed: Keri Hoyt  
Title: President  
Email: khoyt@noodle.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <http://www.sbsd.virginia.gov/swamcert.html>) to fulfill the Offeror's commitment for utilization.

O.b. [Appendix II: Invoicing and Payment](#)

## APPENDIX II INVOICING AND PAYMENT

### Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

#### **Payment Methods**

**1. Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.



Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).


2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

**Contractor must indicate the method of payment selected:**

- Commercial Card Payment (Wells Fargo VISA)
- Automated Clearing House (ACH)

**Invoicing and Payment Method Acknowledgement:**

Signature:  
Name Printed:  
Title:  
Name of Firm:  
Date:

  
\_\_\_\_\_  
Keri Hoyt  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Noodle Partners  
\_\_\_\_\_  
10/30/2017  
\_\_\_\_\_

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: \_\_\_\_\_ Scott Sobelman  
Title: \_\_\_\_\_ Director of Finance  
Mailing address: \_\_\_\_\_ 860 Broadway, 6th Floor New York,  
\_\_\_\_\_  
New York, 10003  
Email address: \_\_\_\_\_ ssobelman@noodle.com  
Phone number: \_\_\_\_\_ 646-289-7815  
Fax number: \_\_\_\_\_ N/A  
\_\_\_\_\_

O.c. [Appendix III](#): Noodle Partners Qualifications, Clients and Team

Noodle Partners is a young company comprised of higher education leaders with extensive experience in academe in general and online delivery in particular. Starting at the top, we were founded by John Katzman, a noted educational entrepreneur who founded The Princeton Review and the OPM firm 2U before starting Noodle Partners in 2015. Our leadership team members come from national marketing firms, traditional Online Program Management firms, and colleges and universities as we outline in the sections below.

First, though, we share information about our existing university partnerships with three universities (American, Pepperdine, and Tulane). We have several others for which we've begun relationships but not yet announced them publicly, though we expect to make these announcements in the coming weeks.

### #1: American University

At American University, we launched three graduate programs in the School of Education, providing the full suite of services we've proposed for VCU: marketing, recruitment, instructional design, student support, and technology integration.

<i>Name of Client</i>	American University
<i>Contact Name and Title</i>	Cheryl Holcomb McCoy, PhD Dean, AU School of Education
<i>Phone Number</i>	(202) 885-3720
<i>Email Address</i>	cholcomb@american.edu
<i>Partnership Dates</i>	2017 - present
<i>Description of Services Provided</i>	Digital marketing, recruitment, instructional design, student support, and tech integration for three online graduate degrees — MA in Teaching, MA in Special Education and M.Ed. in Education Policy and Leadership. American University's School of Education chose Noodle Partners to launch its first three online graduate degrees in the fall 2017 term, despite working relationships and existing degree programs with other OPMs.

## Tulane University

<i>Name of Client</i>	Tulane University
<i>Contact Name and Title</i>	Richard A. Matasar, SVP for Strategic Initiatives and Institutional Effectiveness
<i>Phone Number</i>	(504) 314-7611
<i>Email Address</i>	rmatasar@tulane.edu
<i>Partnership Dates</i>	2017-present
<i>Description of Services Provided</i>	Noodle Partners is deploying a full suite of services, including marketing, recruitment, instructional design, student support, and tech integration. Our inaugural program is the online Master of Social Work, which is exceeding initial lead-gen and application goals. We've also built a unique, tech-based platform to manage field placements, and recently agreed to add two additional online programs in Social Work as well as several others in the School of Professional Advancement. We anticipate launching 10-15 programs over the next three years.

## Pepperdine University

<i>Name of Client</i>	Pepperdine University
<i>Contact Name and Title</i>	Dr. David Smith Former Dean, Graziadio School of Business
<i>Phone Number</i>	(805) 217-0662
<i>Email Address</i>	David.M.Smith@pepperdine.edu
<i>Partnership Dates</i>	2015 - present
<i>Description of Services Provided</i>	Noodle Partners launched an online version of the Bachelor of Science in Management, a degree-completion program for working adults. We initially managed marketing and instructional design, eventually taking over recruitment as well. We built an enhanced version of Sakai, the open-source LMS, that markedly improved the student (and faculty) experience.

## Noodle Partners Leadership

Collectively, the Noodle Partners team brings decades of experience in education, with a heavy emphasis on helping universities create great online programs. Below, we offer additional information key members of the team. In addition, the providers in our ecosystem are all best-in-class companies that excel in the core areas of marketing, recruitment, instructional design, and student support.

### **John Katzman, Chief Executive Officer**

John Katzman founded and served as CEO of 2U, which has helped the *University of Southern California*, *Georgetown University*, the *University of North Carolina at Chapel Hill*, *Washington University*, *Northwestern University* and other renowned institutions build and run online degree programs. Prior to founding 2U, Katzman founded and ran *The Princeton Review*, which each year helped half of the students applying to U.S. colleges and universities with admissions and financial aid. Katzman serves on several for- and not-for-profit boards of directors, including those of *American Honors*, *The Woodrow Wilson Foundation* and *The National Alliance for Public Charter Schools*. He has authored five books and numerous articles on education.

John will oversee all operational efforts of the proposed partnership between VCU and Noodle Partners, including guiding the overall strategy.

### **Keri Hoyt, President**

Keri Hoyt was the founding COO of *Success Academies*, where she ran 41 high-performing elementary, middle and high schools throughout New York City. She started her career at *The Princeton Review*; during her 18-year tenure, she partnered with colleges and universities to help improve their marketing and admissions processes, helped build online programs and honed her marketing and product-development skills.

Keri will oversee the launch logistics of our proposed partnership with Virginia Commonwealth University and oversee the details of each team managing new program launches and program expansion. Keri also oversees recruiting at Noodle Partners and will continue to help it build a diverse workforce.

### **TBD, General Manager**

One of Noodle Partners' unique offerings in the OPM space is a locally based general manager. This person, who we will source and hire if we are chosen to work with VCU, will be the most visible Noodle Partners presence after the initial discovery is complete, and will be the day-to-day liaison managing the interplay between three groups: VCU, the Noodle-sourced providers, and the Noodle Partners team. Our New Orleans-based GM for Tulane University has become so entrenched the School of Social Work has offered her an office on campus, though this is not required.

### **Melora Sundt, Chief Academic Officer**

Melora joined Noodle Partners after working at the *University of Southern California's Rossier School of Education* as a Professor of Clinical Education. In that role she designed, built and taught in several online and blended doctoral programs. She also served as Executive Vice Dean, overseeing degree programs, student services, faculty affairs, continuing education and research. Sundt also chaired the design teams to create the *MAT@University of Southern California* program as well as USC's *Global Executive Ed.D.* and its new online *Ed.D. in Organizational Change and Leadership*.

Melora will oversee all the entire academic stack, working with VCU faculty and administration to ensure the successful development of new online courses and to help enhance existing ones.

### **Greg O'Brien, Chief Operating Officer**

Greg O'Brien joined Noodle Partners first as a founding board member, and shortly thereafter as COO. In the eight years prior to joining Noodle Partners, Greg ran two of the largest higher education marketing firms, New York-based *CollegeBound Network* and San Francisco-based *QuinStreet* (the EDU division). Before that, Greg spent eight years with two different New York-based investment banks, covering education and marketing services. Greg is also an adjunct faculty member at *Harvard University* and *Boston College*.

Greg will work with Noodle Partners' internal team, and those of its providers, to optimize marketing and recruitment efforts.

### **Mitch Golden, Chief Technology Officer**

Mitch Golden received his Ph.D. in theoretical physics from the *University of California, Berkeley*, followed by post-doctoral work at *Fermi National Accelerator Lab* and *Boston University* before becoming a physics professor at *Harvard*. Physicists were early adopters of the Internet, and in the 1990s he made a career move into Web technology. He has been a senior technologist at *Agency.com*, *Gucci*, *Barneys New York* and *The Princeton Review*.

Mitch leads the team ensure the effective integration of various systems (Banner, Blackboard, et. al.) and to build the architecture upon which our best-in-class analytics are based. Under Mitch's leadership, we have a team of technology integration experts who will work closely with VCU's IT shop. Alan Mlynek will lead the effort to integrate VCU's systems into the NoodleBus. Jeremy Rudy will lead the team building out the field placement tool and analytics dashboards.

### **Katie Kurtz, Chief Product Officer**

Katie Kurtz brings extensive experience in, and knowledge of, the ed-tech space, including leading firms such as *Cengage Learning*, *Knewton*, and *The Princeton Review*. Katie Kurtz oversees the curation of our ecosystem of best-in-class providers, an ever-evolving group of pre-vetted, highly capable companies that provide service to our partner universities. She will directly manage and optimize the performance of Noodle Partners' providers, including those involved in instructional design, marketing, recruitment, and student support.