



VCU

Procurement Services

March 11, 2022

Ron Schiller, Founding Partner
Aspen Leadership Group
PO Box 1212
Aspen, CO 81612
ronschiller@aspenleadershipgroup.com

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

RE: Contract #: 7899888CK/C0000283
Renewal No.: 2 of 2
Current Purchase Order: EP2743926/P0004962

Dear Mr .Schiller:

Your firm’s contract with Virginia Commonwealth University (VCU) for Executive /Retained Search Services for Senior Leadership Development and Executive Coaching expires on March 18, 2022. VCU intends to exercise the renewal of this contract in accordance with:

- Section I., Paragraph 2 of Contract #: 7899888CK;

Your signature constitutes your firm’s acceptance of this renewal.

Services shall be provided in accordance with the contract for the renewal period: March 19, 2022 through March 18, 2023. **Please fill in the fields below:**

Pricing remains the same as the previous contract period.

Flat fee for searches to be negotiated with a not-to-exceed flat fee of \$60,000.00.

Would your firm be able to offer early payment discounts? If yes, please fill out your early payment discount below:

Yes No

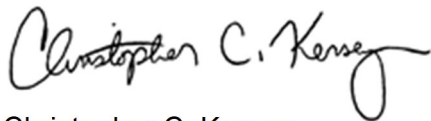
% Discount Net (15 days minimum)

Will this apply to future purchases as well?

Yes No

Please return this document to me no later than March 16, 2022. Your response should be e-mailed to me at ckersey2@vcu.edu. If you have any questions, please contact me at (804) 828-0163.

Sincerely,



Christopher C. Kersey
Procurement Category Manager

Contract #: : 7899888CK/C0000283

RESPONSE:

Aspen Leadership Group

Name of Firm



Signature

Josh Romalis

Name Printed

Chief Operating Officer

Title

3/14/22

Date



VCU Procurement Services

March 17, 2021

Ron Schiller, Founding Partner
Aspen Leadership Group
PO Box 1212
Aspen, CO 81612

RE: Contract #: 7899888CK/C0000283
Renewal No.: 1 of 2
Current Purchase Order: EP2743926/P0004962

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Mr .Schiller:

Your firm's contract with Virginia Commonwealth University (VCU) for Executive /Retained Search Services for Senior Leadership Development and Executive Coaching expires on March 18, 2021. VCU intends to exercise the renewal of this contract in accordance with:

- Section I., Paragraph 2 of Contract #: 7899888CK;

Your signature constitutes your firm's acceptance of this renewal.

Services shall be provided in accordance with the contract for the renewal period: March 19, 2021 through March 18, 2022.

Pricing remains the same as the previous contract period.

Flat fee for searches to be negotiated with a not-to-exceed flat fee of \$50,000.00.

Please return this document to me no later than March 18, 2021. Your response should be e-mailed to me at ckersey2@vcu.edu. If you have any questions, please contact me at (804) 828-0163.

Sincerely,

Christopher C. Kersey
Procurement Category Manager

Contract #: : 7899888CK

RESPONSE:

Aspen Leadership Group

Name of Firm



Signature

Josh Romalis

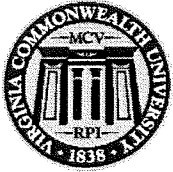
Name Printed

Chief Operating Officer

Title

3/19/21

Date



VCU

Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7899888CK

This contract entered into by Aspen Leadership Group, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, 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: From the execution of the contract by both parties to three (3) years thereafter with two (2) one (1)-year renewal options.

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 Contract Appendix A – Negotiated Clarifications, Modifications and Additions to Contract.
- (3) The Contractor's Revised Fee Proposal.
- (4) The Request for Proposal # 7899888CK Addendum No. 1, dated January 28, 2018;
- (5) The Request for Proposals # 7899888CK dated January 22, 2018; and
- (6) The Contractor's Proposal dated February 2, 2018.

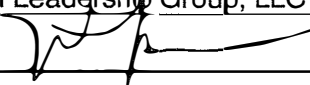
All documents are incorporated herein by reference. Any conflict or inconsistency between the incorporated documents shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Contract Appendix A – Negotiated Clarifications, Modifications and Additions to Contract.
- (3) The Contractor's Revised Fee Proposal.
- (4) The Request for Proposal # 7899888CK Addendum No. 1, dated January 28, 2018;
- (5) The Request for Proposals # 7899888CK dated January 22, 2018 including; and
- (6) The Contractor's Proposal dated February 2, 2018.

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

CONTRACTOR:

Aspen Leadership Group, LLC

By: 

Name Printed: Ronald J. Schiller

Title: Founding Partner

Date: 3/16/18

PURCHASING AGENCY:

Virginia Commonwealth University

By: 

Name Printed: Karol Kain Gray

Title: Vice President for Finance and Budget

Date: 3/19/18

CONTRACT APPENDIX A
NEGOTIATED CLARIFICATIONS, MODIFICATIONS,
AND ADDITIONS TO CONTRACT

VCU and Aspen Leadership Group, LLC. agree as follows:

1. Purpose (RFP, Section I)

- a) Within the five (5) searches, position titles identified in RFP Section I, Purpose may be changed, according to the need.

2. Price Proposal (RFP, Section VII, Item G)

- a) Revised Price Proposal is flat-fee based.
- b) First five (5) searches will be flat-fee based in accordance with Aspen Leadership Group, LLC Revised Price Proposal; all subsequent searches will be percentage-based in accordance with Aspen Leadership Group, LLC RFP Response, Section F; Price Proposal.

Revised Fee Proposal for RFP #7899888CK

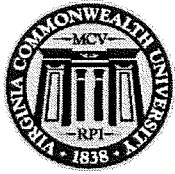
Virginia Commonwealth University

In response to the negotiation conversation on February 22, 2018 between Virginia Commonwealth University and Aspen Leadership Group regarding RFP #7899888CK, ALG submits the following revised proposed fee structure. We look forward to your review and continued conversation.

Proposed Structure: Flat Fee

The following table shows a proposed flat-fee structure from Aspen Leadership Group to provide the five searches in RFP #7899888CK as well as CDO Onboarding Consulting.

| Expense | Amount | Totals |
|--|--|------------------|
| Professional Fee Estimate | | |
| <ul style="list-style-type: none"> ▪ Search Execution with 12-month Guarantee <ul style="list-style-type: none"> ○ Associate Vice President for Development ○ Associate Vice President for Campaign Leadership ○ Director of Principal Gifts ○ Corporate Relations Officer, MCV Campus ○ Planned Giving Officer ▪ CDO Onboarding Coaching ▪ In-Person Search Consultant Intake Fee ▪ Communications, printing and administrative costs are included in the above professional fees | <p style="text-align: right;">\$150,0000</p> <p style="text-align: right;">\$15,000 Waived</p> | |
| Subtotal Estimated Professional Fee | | \$165,000 |
| Consultant Travel Estimate | | |
| <ul style="list-style-type: none"> ▪ One (1) trip to campus per consultant for intake <i>Summary per person: Coach airfare (\$500), rental car/transportation/mileage (\$100), meals (\$100), lodging (\$150), parking fees (\$25): \$875</i> <ul style="list-style-type: none"> ○ Anne Johnson ○ Don Hasseltine | \$1,750 | |
| Subtotal Estimated Consultant Travel | | \$1,750 |
| Finalist Candidate Background Check Estimate | | |
| <ul style="list-style-type: none"> ▪ 5 background checks for 5 finalists at \$150 per candidate | \$750 | |
| Subtotal Estimated Background Checks | | \$750 |
| TOTAL ESTIMATED FEE | | \$167,500 |
| Advertising Cost Estimate (to be approved by VCU) | | |
| <ul style="list-style-type: none"> ▪ Estimated at approximately \$1,750 per search | \$8,750 | |



Procurement Services

RFP – Addendum No. 1

DATE: January 28, 2018

Request for Proposals:

#7899888CK

Executive/Retained Search Services for Senior Leadership Development Positions and Executive Coaching

Issue Date: January 22, 2018

Proposal Due Date: February 8, 2018, 2:00 PM.

This addendum is issued to:

1. Add Additional Information - Salary ranges of the specified positions identified in the RFP, Section I - Purpose.
2. Clarify the Statement of Needs Section of the RFP.
3. Extend the due date for proposals.

1. ADDITIONAL INFORMATION

Salary ranges of the specified positions identified in the RFP, Section I – Purpose.

| | |
|--|---------------------|
| Associate Vice President for Development | \$180,000-\$200,000 |
| Associate Vice President for Campaign Leadership | \$150,000-\$175,000 |
| Director of Principal Gifts | \$125,000-\$150,000 |
| Corporate Relations Officer, MCV Campus | \$125,000-\$150,000 |
| Planned Giving Officer | \$125,000-\$150,000 |

2. III. STATEMENT OF NEEDS

Per the RFP, Section III - Statement of Needs, proposers are required to provide all of the services described in Paragraphs A – L.

3. EXTENSION

The proposal due date has been extended from Tuesday, February 6, 2018 to **Thursday, February 8, 2018 at 2:00 PM.**

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.

Aspen Leadership Group

Name of Firm



Signature/Title

Founding Partner

3/16/18

Date



VCU Procurement Services

Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#7899888CK**

Issue Date: January 22, 2018
Title: Executive/Retained Search Services for Senior Leadership Development Positions and Executive Coaching
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: Christopher C. Kersey, CPPB
ckersey2@vcu.edu

Proposal Due Date (Firm): February 6, 2018
2:00 PM

Proposal Delivery Addresses: VCU
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation: This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



A VASCUPP Member Institution

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)**

**Executive/Retained Search Services for Senior Leadership
Development Positions and Executive Coaching**

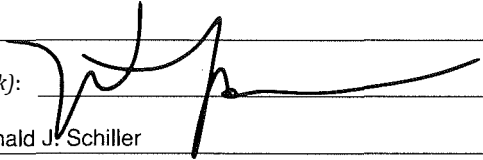
#7899888CK

OFFER FORM

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 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 Purchasing. Any work relative to this solicitation 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.**

A. GENERAL INFORMATION:

Name & Address of Firm:

| | |
|--|---|
| Aspen Leadership Group | Date: 3/16/18 |
| PO Box 1212 | By (Signature In Ink):  |
| Aspen, CO Zip Code 81612 | Name Typed: Ronald J. Schiller |
| E-Mail Address: ronschiller@aspenleadershipgroup.com | Title: Founding Partner |
| Telephone: () 970-309146 | Fax Number: () |
| Toll free, if available | Toll free, if available |
| DUNS NO.: | FEI/FIN NO. : 46-2883922 |

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

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

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

| | |
|---|---|
| Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details. | See Paragraph X for more information |
|---|---|

D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.
See Paragraph VIII for more information

| | | | |
|---------------|---------|--|---------------|
| Addendum # | | | Addendum # |
| Addendum Date | _/_/___ | | Addendum Date |
| Addendum # | | | Addendum # |
| Addendum Date | _/_/___ | | Addendum Date |

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from executive/retained search firms to assist Virginia Commonwealth University (VCU) with expedited recruitment of senior leadership positions in higher education development, including, but not limited to: Associate Vice President for Development, Associate Vice President for Campaign Leadership, Director of Principal Gifts, Corporate Relations Officer, and Planned Giving Officer. These vacancies are in campaign-critical areas, and therefore timing is a consideration of the awarded contract. Additional services required include the executive coaching of the vice president for development and alumni relations or other positions for a period of up to three (3) years.

Term: The contract term shall be up to three (3) years, with the option of up to two one (1)-year renewals, to be executed upon mutual signed agreement of both parties.

- A. **COOPERATIVE PROCUREMENT:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. 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. Upon request, 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.

- B. **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.

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 216 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, and 28 graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools," including the No. 1 ranked sculpture and nurse anesthesia programs. As one of the nation's top research universities, VCU attracts more than \$255 million a year in sponsored research funding.

VCU Medical Center is one of the nation's leading and Central Virginia's only academic medical center. It includes the 865-bed MCV Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician-faculty, and the health sciences schools of VCU.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 18,650 employees, including almost 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be \$3.6 billion in annual spending that supports 43,705 jobs.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball's run to the Final Four in 2011.

III. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. General

The Contractor shall conduct up to 5 simultaneous executive/retained searches for Development and Alumni Relations, with additional executive coaching services and additional executive/retained searches to be provided on a contracted basis. In addition to the tasks listed below, the Contractor shall be required to provide any additional services described in the Contractor's proposal, which shall become a part of any resultant contract.

B. Develop an Understanding of the Need

The Contractor shall meet with Development and Alumni Relations within 2 weeks of the contract award to understand requirements for the position, benefits package, salary expectations, and onboarding. This will include qualifications such as professional credentials, personal characteristics, and any other information deemed relevant to the search.

C. Evaluate Position Description

The Contractor shall evaluate VCU's position descriptions and offer appropriate recommendations within 4 weeks of contract award. This evaluation should also include a review of the salaries. The Contractor shall also prepare the finalized position descriptions and make changes as required by VCU.

D. Advertise/Solicit Candidates

The Contractor shall prepare effective job advertisements in accordance with the finalized position descriptions to attract potential applicants, in consultation with the University, and in locations best suited to attract well qualified candidates. Positions should be posted within four weeks of contract award.

E. Job Application Software: The Contractor shall use the VCU Human Resources electronic system portal (eJobs) for employment applications and to monitor key metrics. <https://www.vcujobs.com/>

F. Identify Qualified Candidates

The Contractor shall undertake up to 5 intensive searches to locate candidates whose qualifications match or exceed the position requirements.

G. Define Candidates Strengths/ Weaknesses & Select Interview Candidates

The Contractor shall evaluate candidates to obtain a thorough understanding of their accomplishments, capabilities, and potential to contribute to Development and Alumni Relations at VCU. A comprehensive report describing past work experiences and education, etc. will be presented to VCU for each candidate that is recommended by the Contractor. A minimum of 5 candidates is required for each search.

H. Interviews

The Contractor shall coordinate and make arrangements for VCU's telephonic and in-person interviews with the candidates. Candidate travel will be coordinated by and paid for by VCU.

- I. Conduct Reference Checks on Successful Candidates
The Contractor shall verify education, work experience, professional licenses and certifications, and professional references prior to any interview process. The Contractor shall present a written summary of findings to the University for each search undertaken.
- J. Negotiations
The Contractor will assist with final negotiations for terms of employment.
- K. Non-Compete Requirements
Once a candidate is hired, the Contractor shall not be permitted to approach the placed candidate directly or indirectly for a period of three (3) years from VCU's hire date.
- L. Executive Coaching
The Contractor will provide up to twelve (12) months of executive and leadership coaching to the Vice President for Development and Alumni Relations and potentially to direct reports of the Vice President as a result of this restructuring process. This coaching will include one-on-one consulting to include strategic planning, leadership development, and priority setting.

IV. **THE REQUEST FOR PROPOSALS PROCESS – GENERAL**

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

V. **PREPARATION OF WRITTEN PROPOSALS - GENERAL**

- A. Offerors shall submit:
 - 1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.
 - d) All forms must be executed by an official representative of the Offeror.
 - 2. **Hard Copy and Electronic Copy of Entire Proposal**
 - a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information. The original proposal must be clearly marked on the outside of the proposal,

- b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments.

VI. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University’s Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

| | | |
|---|-----------|------|
| Name of Contractor | Due Date | Time |
| Street or Box Number | RFP No. | |
| City, State, Zip Code +4 | RFP Title | |
| Name of Contract/Purchase Officer or Buyer: _____ | | |

If a proposal is not clearly identified, the Contractor 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.

VII. PROPOSAL RESPONSE FORMAT

- A. General
Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.
- B. Introduction
Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.
- C. Qualifications of the Firm
Provide a response and describe how your firm’s overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

1. Professional fee, expressed either as a percentage of the annual salary that is accepted by the candidate or a flat dollar fee. The fee shall include all out of pocket expenses, administrative fees, overhead and fee or profit. Additional professional fees for executive coaching and onboarding must be broken out.
2. Estimated travel costs incurred by the Offeror shall not be included in the professional fee, but should be separately stated in the Price Proposal with a full breakdown of estimated costs. VCU will pay travel at cost and firms must comply with VCU's Travel Policy. All travel must be pre-approved by VCU.

3. Candidate travel shall be paid directly by VCU, also in accordance with VCU's Travel Policy and shall not be included in the Price Proposal.

VIII. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

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.

Offerors must submit complete Appendix I (see section XIV: Attachments) unless offeror is a 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.

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.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

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

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.

IX. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

X. 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 Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XI. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XII. 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 intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIII. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: January 30, 2018.

XIV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications includes; but not limited to, request for information, comments or speculations, regarding this RFP to any University

employee other than the buyer on the front of the solicitation cover sheet may result in the rejection of the proposal from the non-compliant offeror.

XV. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. 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. VCU reserves the right to rescore proposals following oral presentations
- B. 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 Contractor's presentation team.

XVI. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVII. QUALIFICATIONS OF OFFERORS:

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

XVIII. CANCELLATION OF SOLICITATION

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.

XIX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

| | |
|-------------------------------|-----|
| Qualifications and Experience | 35% |
| Methodology/Approach | 50% |
| Pricing Schedule | 10% |
| SWaM Status/Utilization* | 5% |

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

XX. AWARD OF CONTRACT

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals,

including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.

- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- D. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXI. GENERAL TERMS AND CONDITIONS

A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 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 state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

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

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

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

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

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

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

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

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

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

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

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's 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 Purchasing Agency or with the performance of the contract generally.

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

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, 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 the Commonwealth 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 solicitation.

S. 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.

T. INSURANCE: By signing and submitting a proposal under this solicitation, 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 the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
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. The Commonwealth of Virginia 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.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. 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 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.

W. 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.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. 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, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Z. FERPA: 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 students' 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.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: 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 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.

DD. 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.

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

FF. 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, 5th 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 clause 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.

GG. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

XXII. 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. **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.
- C. **PROMPT PAYMENT DISCOUNTS:** Virginia Commonwealth University will pay within **30** days after acceptance.
- D. **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.
- E. **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.
- F. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- G. **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.
- H. **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.

- I. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- J. 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.

XXIII. ATTACHMENTS:

See below

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 a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. 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 that is at least 51% 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% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals 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 the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **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:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person 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 Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person 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 is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

_____ % 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: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledges that the subcontracting plan above represents 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: _____

Title: _____

Email: _____

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);

<https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

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.

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.

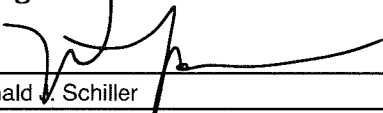
2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional 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)
x _____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

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



Ronald Schiller

Founding Partner

Aspen Leadership Group

3/16/18

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: _____ Josh Romalis _____ Title: COO
Mailing address: _____ PO Box 1212 _____
_____ Aspen, CO 81612 _____
Email address: _____ joshromalis@aspenleadershipgroup.com _____
Phone number: _____ 267-439-9597 _____
Fax number: _____ _____

APPENDIX III
EXCEPTIONS

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

| UNIVERSITY PROPOSAL SECTION NUMBER | STATED EXCEPTION |
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REQUEST FOR PROPOSALS (RFP)

Executive/Retained Search Services for Senior Leadership Development Positions and Executive Coaching

#7899888CK

OFFER FORM

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 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 Purchasing. Any work relative to this solicitation 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.**

A. GENERAL INFORMATION:

Name & Address of Firm:

Aspen Leadership Group, LLC

Date: 2/2/18

P. O. Box 1212

By (Signature in Ink): 

Aspen, CO Zip Code: 81612

Name Typed: Gregory P. Duyck

E-Mail: gregduyck@aspenleadershipgroup.com

Title: Senior Consultant

Telephone: 919-636-2891

Fax: 970-429-5500

DUNS NO: 079745784

FEI/FIN NO: 46-2883922

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS: () YES (X) NO

WOMEN-OWNED: () YES (X) NO

REGISTERED WITH eVA: (X) YES () NO

SMALL BUSINESS: (X) YES () NO

VIRGINIA DSBSD CERTIFIED: () YES (X) NO

VIRGINIA DSBSD CERTIFICATION#: _____

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

| | | |
|--|---|---|
| | Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details. | See Paragraph X for more information |
|--|---|---|

D. **ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation. See Paragraph VIII for more information

| | | | |
|---------------|-----------------|---------------|-------------|
| Addendum # | 1 | Addendum # | |
| Addendum Date | <u>01/28/18</u> | Addendum Date | ___/___/___ |
| Addendum # | | Addendum # | |
| Addendum Date | ___/___/___ | Addendum Date | ___/___/___ |

Affix this Form as the FIRST PAGE of your proposal.



a proposal to

Virginia Commonwealth University

for

Executive Search and
Executive Coaching Services

February 2, 2018

ASPEN • LEADERSHIP • GROUP



Proposal to Virginia Commonwealth University

A. Introduction

Thank you for the opportunity to describe the services Aspen Leadership Group (ALG) would be pleased to provide Virginia Commonwealth University (VCU) in the areas of executive search and executive coaching. ALG is a national firm focused exclusively on supporting exceptional careers in higher education, health care, social service, arts, culture, grantmaking, and other nonprofit organizations. We provide a full range of services to enhance the success of philanthropic leaders, including executive search, executive coaching, and board development. In a remarkably short time, ALG has now become the market leader. Launched in 2014, ALG announced in 2017 more new advancement searches for nonprofit organizations than any search firm in the US. Additional background on the firm may be found on our website, www.aspenleadershipgroup.com.

ALG's primary office is located in Aspen, Colorado, and we are both a national and virtual firm with principals and consultants based in San Francisco, Aspen, Chicago, Kansas City, New York, Providence, Philadelphia, DC, Chapel Hill, and Miami. VCU will receive the benefit of our national reach as well as regional support from members of the VCU project team located close to your Richmond campus. Founded by nonprofit expert Ron Schiller and technology expert Jeff Hanavan, ALG is a small business according to the Small Business Administration size standards and the definition used by this RFP. We will use no subcontractors for this project apart from individual, non-employee specialists.

B. Qualifications of the Firm

Focused only on the nonprofit sector and primarily on the work of helping higher education institutions achieve greater fundraising and advancement results, ALG would be an excellent partner for VCU to meet the objectives outlined in this RFP. Specifically, ALG would meet VCU's needs at this time for the following reasons:

1. **Experience.** Each of our senior consultants has more than 20 years of experience in nonprofit leadership. Our consultants have held executive positions at Cornell University, University of Miami, Ithaca College, Carnegie Mellon University, Brown University, and the University of North Carolina at Chapel Hill, among other institutions. We bring to each search and to each consulting project our combined experience as nonprofit executives and board members, while drawing on the knowledge, extensive networks, and perspective of dozens of associates and advisors.

We have deep search experience identifying fundraising professionals who would be outstanding candidates for VCU. We have recruited, among many others, the following fundraising leaders:

| Position | Institution | Year Placed |
|---|---|--------------------|
| Vice Chancellor of Development and Alumni Affairs | University of Tennessee, Knoxville | 2016 |
| Campaign Director | Massachusetts Institute of Technology | 2015 |
| Campaign Director | National Academies of Science, Engineering & Medicine | 2017 |
| Senior Associate Vice President for Institutional Advancement | Kent State University | 2016 |
| Assistant Vice Chancellor, Advancement | University of Colorado, Boulder | 2017 |
| Associate Vice President for Development, Corporate and Foundation Relations | Miami University of Ohio | 2017 |
| Associate Vice President for Development, Principal Gifts and Presidential Priorities | Miami University of Ohio | 2017 |
| Assistant Vice President, School of Business | George Washington University | 2016 |
| Executive Director of Leadership Giving | Mount Holyoke College | 2017 |
| Senior Director of Foundation Relations | Rochester Institute of Technology | 2017 |
| Director of Corporate & Foundation Relations | Elon University | 2017 |
| Director of Planned Giving | San Jose State University | 2016 |
| Director of Principal Gifts | PBS Foundation | 2016 |

ALG has led higher education searches spanning from vice president to major gift officer, and we're currently conducting searches for a number of leading higher education institutions, including Harvard University, Tulane University, Ithaca College, and the University of Miami. Germane to this RFP, we've also conducted multiple searches for key partners both simultaneously and sequentially, and we understand the executive search and institutional pressures that are generated by an ambitious partnership. Below is a partial list of long-term relationships that have resulted in multiple searches and/or consulting projects:

| Work Completed | Institution | Years Served |
|--|---|---------------------|
| 10 searches across a variety of titles/disciplines as well as talent management consulting | San Jose State University | 2015-present |
| 8 searches from assistant dean to executive director | Carnegie Mellon University | 2016-17 |
| 8 searches from regional philanthropy officers to local organization executive directors | Humane Society of the US | 2016-present |
| 7 searches from marketing and advancement professionals to the chief development officer | Jackson Laboratory | 2016-present |
| 4 searches from associate director to campaign director | National Academies of Science, Engineering & Medicine | 2017- present |
| Partnership for continuing consulting and two searches | Manhattan School of Music | 2015-2017 |
| Partnership for continuing consulting and two searches | Hertz Foundation | 2015-2017 |

In addition to our search partnerships, we've also conducted consulting projects for a wide range of institutions. Below is a partial list of consulting work completed by ALG:

| Consulting Project | Institution | Years Served |
|---|---|--------------|
| Executive coaching | All Stars Project | 2017-present |
| Review of optimal staffing and structure of Development Division | Aspen Institute | 2015 |
| Design and facilitation of the board retreat | Children's Diabetes Foundation | 2016 |
| Executive coaching, board retreat facilitation, strategic organizational consulting | Children's Hospital Colorado and CHC Foundation | 2016-present |
| Design and facilitation of a senior leaders workshop on long-term planning and organizational development in preparation for a campaign | Children's Hospital Pittsburgh | 2018 |
| Work with board and senior leadership to develop realistic framework for the development operation | Embry-Riddle University | 2016 |
| Executive coaching, development of a principal gifts program, program assessment | Hospital for Special Surgery | 2017-present |
| Assessment of advancement services capacity | Illinois Institute of Technology | 2017 |
| Assessment of overall advancement structure and capacity | North Carolina State University | 2015 |

- Innovation.** We have built ALG to deliver faster, more efficient, and more cost effective executive searches as well as precise, outcomes oriented consulting services. VCU will benefit from our approach. Our innovation is best represented by the Philanthropy Career Network. Launched in December 2014, the network allows users to share their experiences, as well as their aspirations, via a comprehensive Internet-based profile. We can then understand the positions, institutions, and environments that most closely align with the values, interests, and passions of these professionals. We are also able to identify where they can make their best contributions. Ultimately, these interactions help ensure that we make the best match possible between a client and a successful candidate as well as create a knowledge community with our fellow professionals. **The PCN boasts more than 9,000 members from across the US and around the world.**

The innovation doesn't end with the PCN. We are also constantly seeking out high-performing professionals with diverse backgrounds proactively to find the best talent in the marketplace as well as designing our relationships with clients to facilitate more effective consulting partnerships.

- Execution.** Our advantage in implementation is best represented by the length of our executive searches. The average national search in nonprofit leadership offered by our peers lasts 20-24 weeks, according to our research. **Our searches average between 12 and 14 weeks.** We accomplish this through superior execution, which includes a robust partnership with our clients. For example, our successful search for a Vice Chancellor at the University of North Carolina at Asheville involved the chancellor, a stellar committee of ten campus leaders, 18 mid-search candidates, 12 airport interviews, and four on-campus interviews each lasting more than a day. We were able to complete the entire search, after the prospectus was approved, in 11 weeks, through consistent communication, diligent work by the UNC-Asheville team, and a

clearly outlined process to which all parties agreed. This kind of efficiency benefits the client as well as candidates, who are less likely to exit a pool before a decision can be made.

4. **Leadership.** ALG's founders, consultants, associates, and advisors serve as thought leaders in the nonprofit sector. As highly-sought experts in the field, we are regular contributors to leading newspapers and journals, panelists and presenters at numerous conferences each year, and advisors on career decisions, philanthropic leadership, and sector-wide issues of importance. **This broad and deep involvement in the field means that we are in contact with nonprofit professionals, and philanthropists who work with them, on a daily basis.** This positions us well to assist both candidate and client in whatever ways are required by the project at hand.

C. Qualifications of the ALG VCU Team

One tremendous advantage of partnering with Aspen Leadership Group is that you, the client, receive the benefit of the entire firm's experience through conversation on a weekly basis. For example, our associates and advisors, eminent leaders in the philanthropic sector and friends of ALG, are well positioned to assist us. They include the President Emeritus of the Indiana University Foundation, the former US Secretary of Labor, the President Emeritus of the University of Chicago, the CEO of the American Medical Association, and board members and leaders of numerous other institutions. ALG turns to our broad network of philanthropic professionals, which includes these outstanding leaders, for insights on all our searches.

Our principals, consultants, and directors are equally impressive. Ron Schiller, the Founding Partner of Aspen Leadership Group, for example, is a nationally recognized advisor to presidents and boards and an expert in the leadership of nonprofit organizations. His 23-year career in fundraising included leadership roles at the University of Chicago, Cornell University, Carnegie Mellon University, and NPR. His book, *The Chief Development Officer*, was published by Rowman & Littlefield in 2013, and his second book, *Belief and Confidence: Donors Talk About Successful Philanthropic Partnership*, was released by CASE in 2015. Both of these books inform his consulting work with boards, executives, and organizations seeking to build optimal advancement teams.

Ron is just one of the outstanding team members who will support our work for VCU. Lead consultants coordinate search activities, ensure that we activate all our networks for your benefit, and deliver the consulting expertise necessary for your project. We propose that Senior Consultant Anne Johnson and Senior Consultant Don Hasseltine serve in these roles for VCU. Anne is our most experienced search consultant, having led dozens of ALG recruitments, and she will lead the VCU searches. She has conducted all 10 searches for San Jose State and partnered with numerous other ALG clients conducting multiple searches. Don most recently served as Vice President for Development at Brown University and prior to that was VP at Colby-Sawyer, Dickinson, and Carleton. We think Don and Ron will be a great match for Jay Davenport in providing executive coaching.

Anne, Don, and Ron will be joined by a number of colleagues on the VCU team. Michael Vann, Vice President for Search Management, will work with you to complete a prospectus, will develop and place ads, and will lead search administration. Josh Romalis, Chief Operating Officer, manages all aspects of our outreach and research efforts, and he'll ensure we contact an extraordinary group of potential candidates. Search Consultant Felicia Garcia-Hartstein will partner with Anne to ensure that outreach for your searches is comprehensive and systematic. Biographies of these team members are included in

Appendix I to provide you with background on our deep experience. Their years of service to ALG as well as their years of sector experience are included.

D. Testimonials and References

Texas Woman's University was so pleased to work with Aspen Leadership Group. Aspen proved to be more than an executive search firm; our search consultants were true partners in every step of the process.

Dr. Carine M. Feyten, PhD, Chancellor and President, Texas Woman's University

We are grateful to the Aspen Leadership Group for their partnership in our search for a CEO of the MIT Alumni Association. ALG had an excellent understanding of our needs and made meaningful contributions to the search committee's discussions, drawing on their experience both as search professionals and as senior nonprofit executives. They facilitated a smooth and successful process, and we are deeply pleased with the outcome.

Kirk Kolenbrander, Vice President, Massachusetts Institute of Technology

ALG was instrumental in imparting effective advice to improve my chances of landing a best-in-practice career opportunity. I appreciated the in-depth questioning and probing of my career path and enormous help in making sure I accentuated those more salient attributes that were a better match for the position I hoped to secure. At every turn, including three cross-country interview visits, I felt well prepared and noticed that the interviewers were very much up to speed on me. Consequently, I was able to focus more on the participants and their backgrounds. In the end, it worked out beautifully, and the assistance received by ALG representatives was a North Star, for which I am truly grateful.

Love Collins III, placed as Vice Chancellor, Development and Alumni Affairs,
University of Tennessee Health Science Center

The Aspen Leadership Group worked quickly to understand our needs, identified a small number of highly qualified candidates who helped us refine what we really wanted, and then worked with great precision to find and recruit exactly the right person. All of us involved in the search thank ALG.

Ed Liu, CEO, Jackson Laboratory
(ALG is currently leading its seventh search for Jackson Lab)

Below is contact information for search references we think would be most relevant.

Carine Feyten
President
Texas Woman's University
cfeyten@mail.twu.edu
940-898-3201
ALG completed the search for a Vice President for Advancement

Thomas W. Herbert
Vice President for Advancement and Executive Director of the Miami Foundation
Miami University of Ohio
herbertw@miamioh.edu
513-529-4029
ALG has completed several searches for Miami

Paul Lanning
Vice President
San José State University
paul.lanning@sjsu.edu
408-924-1160
ALG has completed several searches for San José State

Steve Winesett
President and CEO
Children's Hospital Colorado Foundation
Abilisoli@childrenscoloradofoundation.org
720-777-1702
The Aspen Leadership Group led the search for a Senior Vice President as well as several consulting projects

E. Work Plan

1. General

If selected as the result of this RFP process, Aspen Leadership Group will conduct up to five initial executive searches for VCU, lead other executive searches via contract if requested, and provide executive coaching consulting services to Vice President Jay Davenport over an initial twelve (12) month period with an option to extend if desired.

Executive Search

For executive search, ALG deploys a thorough and focused process to recruit the best possible candidate. ALG begins each search with an in-depth discussion with search committee members, the hiring manager, board members and others in the best position to inform the search. This up-front, detailed conversation allows the client and lead search consultant to clarify the most important qualities required for success, both in the position and as a colleague to volunteer and administrative leaders. **Rather than fill isolated positions, we place people as members of strategic teams.**

The Aspen Leadership Group's objective is success not only in the recruitment, but also in the tenure of the selected candidate and in that person's contribution to the client's leadership team and its vision. Our discussion with the client and our experience as executives allow us to identify and resolve issues that might diminish the effectiveness of the search and the appointment. Informed by this discussion, we become effective ambassadors and use what we learn to create a comprehensive prospectus for marketing and advertising the position.

Throughout multi-decade careers, our senior consultants have hired more than 600 professionals. **All of our outreach is handled by these consultants and other senior group members; nothing is delegated to junior staff members.** Prospective candidates hear directly from experts fully prepared to answer their questions and motivate them to explore the opportunity further, **a promise that sets us apart from our peer firms.**

In fact, this distinction highlights the unique ALG characteristic that delivers an exceptional advantage to our clients. Because each senior consultant on the ALG team has served in nonprofit institutions,

including in leadership positions, for more than 20 years, we begin with a wide and deep network of networks comprised of professional relationships and contacts that spans the US. This network, created over decades, enables ALG to reach candidates and to build robust and diverse pools more quickly. A useful way of thinking about our overall research and candidate identification approach is in terms of concentric circles, and the research process begins in this innermost circle of networks. We launch each search by detailing the new opportunity to all of our consultants, and they share their thoughts and suggestions about candidates, nominators, and target institutions.

In addition to the hundreds of personal contacts our search consultants bring to each engagement, we also activate the more than **9,000 members of the Philanthropy Career Network** by identifying those professionals who have indicated to us through their own preferences that a particular search would be compelling to them. We then reach out to these members as both potential candidates and nominators.

We do not rely only on our existing networks, however. Our next level of research **proactively identifies professionals who fit the profile we develop with you** as a client. This includes executives at peer and aspirant institutions who embody the skills and experience you're seeking, and who are identified through extensive LinkedIn and online research. We reach out to these individuals via both emails and phone calls to draw them into the search pool.

After these targeted outreach approaches, broad outreach is achieved through the dissemination of our opportunities in a **monthly newsletter that reaches more than 17,000 nonprofit executives and leaders**. For each search, we also craft advertising copy and an advertising schedule customized for the position that reaches a diverse audience across the charitable sector.

In alignment with our firm's goal to increase diversity in the nonprofit world, ALG has established strong national partnerships with various industry organizations and associations. **We are committed to helping our clients build diverse teams**, not simply diverse candidate pools. Some of our industry relationships and activities focused on this aim include:

Council for Advancement & Support of Education (CASE) Opportunity & Inclusion Initiatives:

Diversity & Leadership Conference

Several of our Senior Consultants have participated in this conference. Last year, ALG Senior Consultant Tim Child was an invited speaker. ALG Senior Consultant Angelique Grant was the Co-Chair of their first conference, and Angelique remains a member of the planning committee.

Minority Advancement Institute (MAI)

Ron Schiller is invited annually to participate as a presenter at the November conferences in Washington D.C. In addition to Angelique Grant participating in the inaugural class in 2006, she has served on the selection committee each year for the past 10 years and has presented at numerous conferences over the years.

Association of Fundraising Professionals: ALG Advisor Birgit Burton is on the international board of the Association of Fundraising Professionals, leading the Diversity & Inclusion initiatives. Angelique Grant participates in their Diversity & Inclusion efforts.

Women in Philanthropy: ALG Associate Kathleen Loehr is a nationally recognized leader in the area of Women in Philanthropy. Her expertise results from her work across twenty years with universities

and nonprofits to more deeply engage women donors. Kathleen is a member of the Advisory Council for the Women's Philanthropy Institute at Indiana University Lilly Family School of Philanthropy.

The African American Development Officer Network: AADO is a network of more than 800 development officers located nationally. AADO Founder Birgit Burton serves as an ALG Advisor. AADO also assists ALG in communicating with the AADO network for every ALG search.

True alignment between position requirements and candidate experience can only be determined by personal contact, and our executive search process involves extensive outreach and screening, followed by video and in-person interaction. Candidates often interact with ALG via these methods four or more times before being presented to the client. This results in outstanding candidates. Recently, Aspen has placed candidates whose previous institutions include Harvard University, the University of Pennsylvania, the Annenberg Foundation, the United Nations, and the University of British Columbia.

We communicate weekly or bi-weekly throughout the search process with our primary contact(s), by email or telephone, as desired by each client. At the end of the process, we check references of former managers/supervisors, subordinates, and peers; conduct negotiations; and/or help clients finalize appointments. As stated above, our average search lasts 12-14 weeks, and we would establish with you a timeline for the VCU searches that aligned with this goal. The outline in Appendix II describes the search process in more detail.

Chief Development Officer Onboarding Coaching

ALG offers a special program of executive coaching for newly placed Chief Development Officers, Executive Directors, and nonprofit CEOs. The success of new fundraising leaders depends on their ability to move fully and quickly into their new roles. A focused coaching program, provided by experienced executive coaches who have also served in multiple CDO and CEO roles, enables the new leader to hit the ground running with support in the form of mentoring, counsel, and confidential feedback.

Aspen Leadership Group consultants offering this coaching have all held fundraising leadership roles at one or more institutions. They bring to the table decades of experience working with boards, institutional leadership, volunteers, and professional staff. A major objective of the coaching is to strengthen the new fundraising leader's capability and confidence in the range of roles required for success – including, but well beyond, success working with donors. Beginning with a review of current competencies, and drawing on lessons from 60 successful fundraising leaders included in Ron Schiller's book *The Chief Development Officer: Beyond Fundraising*, ALG and the new fundraising leader will create a set of objectives for the coaching period. As they arise, specific challenges can also be addressed in a timely, confidential setting.

The program includes an initial onsite visit plus 24 hours of consulting time, by phone, email or in person, on a schedule as requested by the client over a period of 6 to 12 months. If appropriate, this time may be used for meetings that include a new leader's supervisor or other key players in the organization's leadership.

2. Deliverables

Executive Search

For the five initial searches contemplated by this RFP, ALG will deliver the following:

- Review of current job description
- Creation of marketing prospectus
- Ad copy and schedule
- On-site intake visit
- Creation of a screening and interviewing process
- Execution of marketing and outreach activity
- Credential review and interviews with viable candidates
- Presentation of mid-search candidates
- Co-development of finalist schedules
- Reference checking with credential verification
- Negotiation (if requested)
- Logistics support (if requested)

Executive Coaching

For the executive coaching contract, ALG will deliver the following:

- On-site intake visit
- Competencies/strengths review
- Co-development of coaching objectives
- 24 hours of coaching time
- Exit interview determining next steps

3. Work Schedule/Timeline

Below is an approximate work timeline based on the deliverables above. It is based on a March 2, 2018 contract execution date. In addition, for the executive searches, we are assuming that VCU will review candidates as we identify them rather than waiting for an entire first-round review. This hastens the process and will hopefully result in a reduction of the fee for one or more searches (see price proposal below).

Executive Search Deliverables Deadlines

- Review of current job description: March 9
- Creation of marketing prospectus: March 9
- Ad copy and schedule: March 16
- On-site intake visit: March 16
- Creation of a screening and interviewing process: March 16
- Execution of marketing and outreach activity: begin March 9 and ongoing
- Credential review and interviews with viable candidates: begin March 30 and ongoing
- Presentation of mid-search candidates: April 6-May 4
- Co-development of finalist schedules: May 4
- Reference checking with credential verification: May 18
- Negotiation (if requested): May 25
- Logistics support (if requested): April 6-May 25

Executive Coaching Deliverables Deadlines

For the executive coaching contract, ALG will deliver the following:

- On-site intake visit: March 16
- Competencies/strengths review: March 16
- Co-development of coaching objectives: March 16
- 24 hours of coaching time: March 19, 2018-March 1, 2019
- Exit interview determining next steps: March 1, 2019

4. Outcomes and Performance Measurement

There are a number of outcomes you can expect from the services offered in this proposal.

Executive Search Outcomes and Measurements

1. **Recruitment of five high-performing advancement professionals:** while measuring this outcome may take time after placement, the initial assessment should be whether or not VCU Development and Alumni Relations leadership and hiring managers are confident that all five professionals will perform at a high level and make significant contributions to the advancement effort. This will be reported out to VCU Human Resources and ALG.
2. **VCU satisfaction with the recruitment process:** VCU DAR should be pleased with the process of recruitment as monitored via weekly phone calls and interactions with ALG. At the end of the process, this outcome will be reported out to VCU HR and ALG.

Executive Coaching Outcomes and Measurements

1. Faster and more complete transition into a new leadership role
2. Assistance in identifying and focusing on early wins in a new role
3. Ability to call upon experienced fundraising leaders and respond to challenges as they arise
4. A framework for understanding the many complex roles and responsibilities of fundraising leaders that go beyond fundraising but are critical to success

Leadership and management competencies and strengths will be documented at the beginning of the coaching process and then analyzed at the end to determine progress made. Results will be reported to the recipient(s) of the coaching for assessment and determination of next steps.

5. Overall Risk

We can identify only two potential risks to completion of the executive searches. The first is a change in the ALG search team, which has never occurred during a search since our inception. This risk will be monitored by the firm and, in the remote possibility it occurs, will be mitigated by the use of another ALG consultant who can be available quickly to continue the work. The other risk is encountering significant obstacles to the search. If the obstacles are internal to VCU, weekly monitoring should discover them quickly and, through a team effort with VCU DAR colleagues, resolved quickly. If the obstacles are external, such as a small candidate pool or a rejection of the salary range by potential candidates, these will also be rapidly identified through the work of the Senior Consultant leading the searches and recommendations made to the VCU DAR VP and/or hiring manager. These might include expanding the salary range or increasing outreach efforts (more advertising, more phone calls/emails to current targets, or additional research to uncover more targets).

There are two primary risks associated with executive coaching: the loss of the coaching team member or incompatibility of the coach and the recipient. Neither has occurred in the firm's history. Both of these risks can be addressed by the assignment of an up-to-speed and effective new coach to the project. For example, co-founder Ron Schiller will be a part of the coaching team but will not be the lead. If Don Hasseltine is no longer able to complete the contract, Ron can easily step in knowing the background of the coaching work.

6. Other Information

ALG offers no additional information at this time.

7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment

As indicated above and clear in our approach to our work, ALG is committed to diversity in our economy and our workforce. We are also a small business, as defined by the Small Business Administration and this RFP, and we have included the SWaM appendix as Appendix III in this proposal.

8. Exceptions

ALG is not requesting any exceptions to the terms or requirements of this RFP.

F. Price Proposal

While ALG can provide a flat fee estimate for the executive search services described in this proposal, and will do so in contract negotiations if requested, we are proposing a percentage-based fee structure. This allows for dynamic pricing that can benefit VCU. In addition, the number of searches contemplated by this RFP allow ALG to lower the percentage it charges for these services. We include a table approximating the entire price proposal below.

Our price proposal for the five executive searches is 21% of first-year compensation for each search. This fee will be discounted to 19% for each search that is completed in 12 weeks or less. If the client chooses a 12-month guarantee, an additional 5% is added. Our minimum fee is \$22,000. The fee is payable in three installments: one third of the projected fee when the contract is signed, another one third in 30 days, and the balance when the search is completed. There are no administrative fees. In-person intake adds an additional, one-time fee of \$1,500 to these costs. Costs for advertising, consultant travel, and candidate travel will be approved by the client. We have included advertising as a separate cost item in the table below and estimate approximately \$1,750 per search. As requested, consultant travel is estimated below and included in the overall fee estimate. If a second candidate is hired from the same pool for another position at the client institution, an additional fee of 17% is paid to ALG.

In conjunction with one or more retained searches, as is the case here, ALG charges a flat fee of \$16,000 for Chief Development Officer Onboarding Coaching. The fee is payable in two installments: one half of the projected fee when the contract is signed, and the other half in 90 days. There are no administrative fees. Out-of-pocket expenses for travel to client site will be billed separately. Coaching engagements may be renewed at client request based on the senior consultant daily rate.

As requested in the RFP, candidate travel is not included in the overall estimate table below:

| Expense | Amount | Totals |
|--|---------------|------------------|
| <i>Professional Fee Estimate</i> | | |
| <ul style="list-style-type: none"> ▪ Search Execution (21% of salary range mid-point) <ul style="list-style-type: none"> ○ Associate Vice President for Development \$39,900 ○ Associate Vice President for Campaign Leadership \$34,125 ○ Director of Principal Gifts \$28,875 ○ Corporate Relations Officer, MCV Campus \$28,875 ○ Planned Giving Officer \$28,875 ▪ CDO Onboarding Coaching \$16,000 ▪ In-Person Search Consultant Intake Fee \$1,500 ▪ Communications, printing and administrative costs are included in the above professional fees | | |
| Subtotal Estimated Professional Fee | | \$178,150 |
| <i>Consultant Travel Estimate</i> | | |
| <ul style="list-style-type: none"> ▪ One (1) trip to campus per consultant for intake <i>Summary per person: Coach airfare (\$500), rental car/transportation/mileage (\$100), meals (\$100), lodging (\$150), parking fees (\$25) per person: \$875</i> <ul style="list-style-type: none"> ○ Anne Johnson ○ Don Hasseltine | \$1,750 | |
| Subtotal Estimated Consultant Travel | | \$1,750 |
| <i>Finalist Candidate Background Check Estimate</i> | | |
| <ul style="list-style-type: none"> ▪ 5 background checks for 5 finalists at \$150 per candidate \$750 | | |
| Subtotal Estimated Background Checks | | \$750 |
| TOTAL ESTIMATED FEE | | \$180,650 |
| <i>Optional 5% Guarantee Estimate (if added)</i> | \$8,033 | |
| <i>Advertising Cost Estimate (to be approved by VCU)</i> | | |
| <ul style="list-style-type: none"> ▪ Estimated at approximately \$1,750 per search \$8,750 | | |

Thank you for inviting us to submit this proposal to launch an exciting partnership with Virginia Commonwealth University. With respect to a comprehensive relationship as outlined in the RFP, the Aspen Leadership Group brings the following distinctive qualities and approaches:

- All of our resources are focused on the philanthropic sector and specifically higher education institutions.
- Our principals, associates, and advisors have built relationships with leaders across the nonprofit sector – and especially in higher education – over decades. These networks allow us to open doors to top candidates as well as executive coaching resources more easily.
- Our consultants have extensive experience working with leadership teams. We come to the table with knowledge that allows for robust exchange of ideas and deep discussion – with organizational leaders and with candidates – of the elements most important to ensuring long-term institutional success.

The Aspen Leadership Group would be honored to serve as executive search and consulting partner to Virginia Commonwealth University. We recognize the critical importance of this work, and we will utilize the full resources of ALG to ensure extraordinary results.



APPENDICES



APPENDIX I
Aspen Leadership Group
VCU Team Bios



Aspen Leadership Group VCU Team Bios

Ron Schiller, Founding Partner of Aspen Leadership Group, is a nationally recognized advisor to presidents and boards and an expert in nonprofit leadership. His 23-year career in fundraising included 17 years as a member of executive leadership teams, and he has served on nonprofit boards for more than 25 years. Ron began his career at Cornell during its groundbreaking \$1.25 billion campaign. In addition to senior roles at Carnegie Mellon University and National Public Radio, Ron served as Vice President at New England Conservatory, Northeastern University, and the University of Chicago. At Chicago, he led a team of more than 450 professionals in six cities, completed a \$2.3 billion campaign, restructured the university's advancement operations, and facilitated two record-breaking, nine-figure gifts. Since 2011, he has focused his attention on executive search in the nonprofit world. As Senior Vice President at Lois L. Lindauer Searches, Ron raised the firm's national profile and led searches for the Aspen Institute, Chicago Symphony Orchestra, the J. Paul Getty Trust, and Princeton University. Ron co-founded Aspen Leadership Group in 2013 with tech expert Jeff Hanavan. Ron earned a bachelor's degree at Cornell University.



Anne Johnson, Senior Consultant, most recently served as the chief development officer for the San Francisco Symphony, where she played a senior management role, working closely with the Board of Governors and leading the Symphony's contributed revenue division. Previously she served as San José State University's Associate Vice President of Development and Campaign Director, leading the university through its first comprehensive campaign, which exceeded its goal of \$200 million by \$9 million, one full year in advance of the publicly-announced deadline. Prior to her work in the Bay Area she held fundraising positions at the University of Kansas and Boston University. She holds a M.A. degree in Education from Boston University and a B.A. in French from the University of Kansas, which included studies at the Sorbonne University in Paris. She is fluent in French and Italian, and conversational in Japanese.



Don Hasseltine, Senior Consultant, has held leadership positions at five colleges and universities over his 25-year career in advancement. Most recently, he served as the Vice President for Development at Brown University where he was instrumental in launching their historic \$3 billion campaign. Overall giving grew by 39% and the university secured nine eight-figure gifts during his tenure. Prior to Brown, Don served as Vice President for Advancement at Carleton, Dickinson, and Colby-Sawyer. Don currently serves as a CASE Circle of Excellence Judge and previously led the CASE conference on capital campaigns, served on the Commission of Philanthropy, and has been a regular presenter at the CASE International and CASE DI and DII conferences. He is the author of "Lessons for the



Modern Campaign” published in *The CASE International Journal of Educational Advancement*. Don currently sits on the President’s Advisory Board at New England College and the Parents Fund Committee at the Lincoln School in Providence, RI. He also has served on the Board of Directors of the YMCA in Carlisle, PA. Don received his BA from New England College, an MA from the University of Maryland, and a doctorate from the University of Virginia.

Michael Vann, Vice President for Search Management, has more than two decades of experience managing relationships with trustees, philanthropists, senior executives, and development leaders in arts and social services organizations. As Senior Director of NPR Foundation and Volunteer Relations, Michael oversaw stewardship, governance, cultivation, recruitment, communications, and trustee annual giving for the national NPR Foundation. He served as a senior strategist on trustee relations, advising and supporting the President and Chair of the NPR Foundation. During his tenure at NPR, Michael was acknowledged for adding depth to the volunteer experience in order to further the institution’s philanthropic goals. Michael previously managed the Board of Directors of Whitman-Walker Clinic, one of the nation’s leading community health care centers. Michael has served Aspen Leadership Group since 2013.



Felicia Garcia-Hartstein, Search Consultant, most recently served as Executive Director of Presidential Advancement at the University of Rochester, where she worked closely with the President of the University, the Board of Trustees, and the Chief Advancement Officer in order to engage the University’s most capable donors in considering transformational gifts to support the University’s priorities. Additionally, she has a breadth of advancement experience including execution of a \$1.2 billion campaign from start to finish, fundraising for an academic unit, regional fundraising, Board and volunteer management, and relationship building with the highest levels of leadership at one of the nation’s leading private research universities. Previously, she worked for a Fortune 100 financial services organization, TIAA, in Denver, Colorado. Felicia holds a B.S. in Business Administration and M.B.A from Colorado State University. Felicia joined ALG in 2017.



Josh Romalis, Chief Operating Officer, has 20 years of nonprofit experience both in the US and overseas. Josh served most recently as the Executive Director of LIFT-Philadelphia, a nonprofit anti-poverty organization that engaged volunteers to support more than 2,500 Philadelphians annually. Josh was also instrumental in designing and launching UConnect, a Drexel University initiative based on the LIFT model that trains Drexel students to help community members navigate local resources. Prior to LIFT, Josh was the Associate Director for the Peace Corps in Guinea, West Africa where he led the efforts of Small Enterprise Development Volunteers throughout the country. He had served as a Peace Corps volunteer in neighboring Mali. Josh earned his Bachelor’s degree in Industrial and Labor Relations from Cornell University and his Masters degree in Intercultural Management from the Graduate Institute at the School for International Training. He joined ALG in 2016.





APPENDIX III
SWaM Appendix

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 a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. 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 that is at least 51% 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% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals 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 the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **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:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person 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 Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person 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 is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Aspen Leadership Group, LLC is a small business as defined by the Small Business Administration and by VCU. For human resources consulting firms, the SBA uses a gross receipts standard, and our current receipts are below the \$15 million requirement, and in fact we're below the \$10 million receipts threshold and 250 employees VCU uses. Therefore, all services provided by ALG to VCU if awarded will be performed by a small business. If required, ALG will be happy to register with the DSBSD as a certified small business.

Commitment for utilization of DSBSD SWaM Businesses:

0% 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: Josh Romalis, Chief Operating Officer

Email: joshromalis@aspenleadershipgroup.com

Phone: 267-439-9597

Firm: Aspen Leadership Group, LLC

Offeror understands and acknowledges that the subcontracting plan above represents 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: Gregory P. Duyck

Title: Senior Consultant

Email: gregduyck@aspenleadershipgroup.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; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.



APPENDIX IV
Invoicing and Payment Appendix

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.

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.

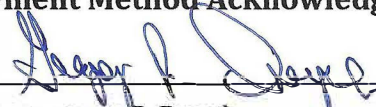
Questions regarding this method of payment should be sent to commcard@vcu.edu.

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)
_____ X _____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

(Signature):  _____
Name Printed: Gregory P. Duyck _____
Title: Senior Consultant _____
Name of Firm: Aspen Leadership Group, LLC _____
Date: 2/2/18 _____

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: Josh Romalis _____
Title: Chief Operating Officer _____
Mailing address: PO Box 1212 _____
Aspen, CO 81612 _____
Email address: joshromalis@aspenleadershipgroup.com _____
Phone number: 267-489-9597 _____
Fax number: 970-429-5500 _____



APPENDIX V
Addendum 1



VCU Procurement Services

RFP – Addendum No. 1

DATE: January 28, 2018 Request

for Proposals: #7899888CK

Executive/Retained Search Services for Senior Leadership Development Positions and Executive Coaching

Issue Date: January 22, 2018

Proposal Due Date: February 8, 2018, 2:00 PM.

This addendum is issued to:

1. Add Additional Information - Salary ranges of the specified positions identified in the RFP, Section I - Purpose.
2. Clarify the Statement of Needs Section of the RFP.
3. Extend the due date for proposals.

1. ADDITIONAL INFORMATION

Salary ranges of the specified positions identified in the RFP, Section I – Purpose.

| | |
|--|---------------------|
| Associate Vice President for Development | \$180,000-\$200,000 |
| Associate Vice President for Campaign Leadership | \$150,000-\$175,000 |
| Director of Principal Gifts | \$125,000-\$150,000 |
| Corporate Relations Officer, MCV Campus | \$125,000-\$150,000 |
| Planned Giving Officer | \$125,000-\$150,000 |

2. III. STATEMENT OF NEEDS

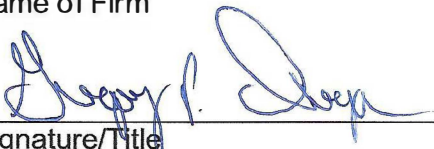
Per the RFP, Section III - Statement of Needs, proposers are required to provide all of the services described in Paragraphs A – L.

3. EXTENSION

The proposal due date has been extended from Tuesday, February 6, 2018 to **Thursday, February 8, 2018 at 2:00 PM.**

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.

Aspen Leadership Group
Name of Firm


Signature/Title

Senior Consultant

2/2/18
Date