

Procurement Services

CONTRACT RENEWAL

DATE: January 5, 2024

CONTRACT TITLE: Telephone Survey Research Services

CONTRACT NO: C0000310

LEGACY CONTRACT NO: 8077814AA

NEW START DATE: February 1, 2024

NEW END DATE: July 31, 2024

RENEWAL NUMBER: Contract Extension

CONTRACTOR: Mark Damian Duda & Assoc Inc (Doing Business As – Responsive Management)

PRICING:

Select one of the options below.

- ☒ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.

CERTIFICATE OF INSURANCE:

- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of C0000310 shall remain unchanged and in full force and effect.

(signature page follows)

RESPONSE:

Alison Lanier

Mark Damian Duda & Assoc, Inc

Signature: Alison Lanier

Name Printed: Alison Lanier

Title: Business Manager

Date: 1/5/24



VCU Procurement Services

CONTRACT RENEWAL

DATE: 12/15/2022

CONTRACT TITLE: Telephone Survey Research Services

CONTRACT NO: 8077814AA

NEW START DATE: 02/01/2023

NEW END DATE: 01/31/2024

RENEWAL NUMBER: Four of Four (FINAL)

CONTRACTOR: Responsive Management

PRICING:

Select one of the options below.

- ☒ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.

PAYMENT METHOD:

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- ☐ Virtual Card (Net 20) [Preferred Method]
- ☐ ACH - Paymode-X Premium (Net 20)
- ☐ ACH - Paymode-X Basic (Net 30) **and** Early Payment Discount (EPD)
- ☒ Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.
- ☐ Other _____

ACTION REQUIRED: For more information about costs and **to sign up**, please visit [Vendor Invoicing and Payment](#).

EARLY PAYMENT DISCOUNT (EPD):

Please check one of the below. If you selected Paymode Basic above, select one of the options below. If you select "Other" below, please add a comment (e.g., 4.0% Net 15 / Net 30, enrolled in Virtual Card Program, etc.)

- ☐ 2.0% Net 15 / Net 30
- ☐ 1.5% Net 20 / Net 30
- ☒ 0.5% Net 25 / Net 30
- ☐ Other: _____

CERTIFICATE OF INSURANCE:

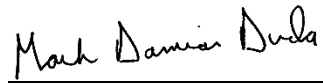
- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of Contract 8077814AA shall remain unchanged and in full force and effect.

RESPONSE:

Responsive Management

Name of Firm



Signature

Mark Damian Duda

Name Printed

Executive Director

Title

12/19/2022

Date



VCU Procurement Services

December 10, 2021

Mark Damian Duda
130 Franklin Street
Harrisonburg, VA 22801

RE: Contract #: 8077814AA
Renewal No. Three of Four (4)

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 Mark,

Your firm's contract with Virginia Commonwealth University (VCU) for Telephone Survey Research Services will expire on 01/31/2022. VCU intends to exercise the renewal of this contract in accordance with:

Section XXIII, Item J of Contract #: 8077814AA;

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

This contract is an optional use, requirements based 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 identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 02/01/2022 through 01/31/2023.

- ☐ Pricing remains the same as the previous contract period.
- ☒ Attached is the revised pricing in accordance with the contract terms.
- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to lofgreenj@vcu.edu no later than 01/20/2022. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO
Senior Buyer

Contract #: : 8077814AA

RESPONSE:

Responsive Management

Name of Firm

Mark Damian Duda

Signature

Mark Damian Duda

Name Printed

Executive Director

Title

1/31/2022

Date

| | 2022 price per cm | 2022 pricing for n=800 (400 II/400 cell) |
|---------------|-------------------|---|
| 5-7 minutes | \$60.00 | \$48,000.00 |
| 8-10 minutes | \$65.00 | \$52,000.00 |
| 11-13 minutes | \$70.00 | \$56,000.00 |



VCU Procurement Services

February 17, 2021

Mark Damian Duda
130 Franklin Street
Harrisonburg, VA 22801

RE: Contract #: 8077814AA
Renewal No. Two of Four (4)

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 Mark,

Your firm's contract with Virginia Commonwealth University (VCU) for Telephone Survey Research Services expired on 01/31/2021. VCU intends to exercise the renewal of this contract in accordance with:

Section XXIII, Item J of Contract #: 8077814AA;

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

This contract is an optional use, requirements based 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 identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 02/01/2021 through 01/31/2022.

☐ Pricing remains the same as the previous contract period.

☒ Attached is the revised pricing in accordance with the contract terms.

☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me ASAP. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO
Senior Buyer

Contract #: : 8077814AA

RESPONSE:

Responsive Management

Name of Firm

Mark Damian Duda

Signature

Mark Damian Duda

Name Printed

Executive Director

Title

February 23, 2021

Date



VCU

Procurement Services

January 22, 2020

Mark Damian Duda
130 Franklin Street
Harrisonburg, VA 22801

RE: Contract #: 8077814AA
Renewal No. One of Four (4)

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 Mark,

Your firm's contract with Virginia Commonwealth University (VCU) for Telephone Survey Research Services expires on 01/31/2020. VCU intends to exercise the renewal of this contract in accordance with:

Section XXIII, Item J of Contract #: 8077814AA;

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

This contract is an optional use, requirements based 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 identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 02/01/2020 through 01/31/2021.

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☒ Attached is the revised pricing in accordance with the contract terms.

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Please return this document to me no later than 01/30/2020. Your response may be faxed to me at (804) 828-7837. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO
Senior Buyer

Contract #: 8077814AA

RESPONSE:

Responsive Management

Name of Firm

Mark Damian Duda

Signature

Mark Damian Duda

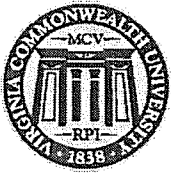
Name Printed

Executive Director

Title

1/28/20

Date



Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 8077814AA

This Contract entered into 1/28/19 by Responsive Management, 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 PERFORMANCE: From February 1, 2019 through January 31, 2020 with up to four (4) successive 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 the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiated Modifications, Clarifications, and Additions to the Contract; and
- (3) The Request for Proposals # 8077814AA dated May 11, 2018 including Addendum 1 dated May 30, 2018; and
- (4) The Contractor's Proposal dated June 13, 2018.

All of which documents are incorporated herein by reference.

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

CONTRACTOR:

Responsive Management

By: Mark Damian Duda

Name Printed: Mark Damian Duda

Title: Executive Director

Date: 1/29/19

PURCHASING AGENCY:

Virginia Commonwealth University

By: [Signature]

Name Printed: Mark E. Roberts

Title: Interim Director, Procurement Services

Date: 1/30/19

CONTRACT NUMBER: 8077814AA
NEGOTIATED CLARIFICATIONS, MODIFICATIONS,
AND ADDITIONS TO CONTRACT

VCU and Responsive Management agree as follows:

1. Clarification

VCU: You indicated that Responsive Management will use a 5-call (often as many as 8 calls) calling protocol, has 22 calling stations, and can deliver 800 completed surveys at 11-13 minutes average length in 5 days. Can you provide additional detail about the number of calling hours you would estimate for that scenario, and how you call station capacity, staffing plan and/or calling hours support that amount of work in 5 days?

Responsive Management:

You asked about our ability to complete 800 survey interviews within 5 days for a questionnaire 11-13 minutes in length. The staffing plan, calling hours, and anticipated number of completed interviews per hour that I am detailing below are based on several of Responsive Management's recently completed general population studies entailing interviews on both landline and wireless telephone numbers (the average length of the interviews for these studies was also 11-13 minutes). These reference projects included the following:

- **Delaware Residents' Participation in and Opinions on Recycling:** This study was conducted for the Delaware Department of Natural Resources and Environmental Control to determine state residents' participation in recycling, their knowledge of recycling regulations, and their opinions on recycling in general and recycling regulations in particular. Responsive Management obtained a total of 1,519 completed interviews, with interviewers completing an average of 1.35 interviews per hour of calling time.
- **Massachusetts Residents' Attitudes Toward Black Bears and Black Bear Management:** This study was conducted for the Massachusetts Division of Fisheries and Wildlife and the Massachusetts Cooperative Fish and Wildlife Research Unit to explore Massachusetts residents' attitudes toward black bears and black bear management in the state. Responsive Management obtained a total of 1,229 completed interviews, with interviewers completing an average of 1.04 interviews per hour of calling time.
- **Iowa Residents' Participation in and Opinions on Outdoor Recreation:** This study, conducted for the Iowa Department of Natural Resources, assessed Iowa residents' participation in and opinions on outdoor recreation in Iowa. Responsive Management obtained a total of 1,011 completed interviews, with interviewers completing an average of 1.09 interviews per hour of calling time.
- **Opinions of the Surrounding Community Regarding Fort A.P. Hill and Its Activities (2016):** This study was conducted for Fort A.P. Hill to determine the opinions of the surrounding community regarding Fort A.P. Hill and its activities. Responsive Management obtained a total of 408 completed interviews, with interviewers completing an average of 2.16 interviews per hour of calling time.
- **Opinions of the Surrounding Community Regarding Fort A.P. Hill and Its Activities (2013):** For this earlier iteration of the Fort A.P. Hill survey, Responsive Management obtained a total of 406 completed interviews, with interviewers completing an average of 1.75 interviews per hour of calling time.

Based on the average hourly interview completion times from the five studies above, Responsive Management's survey center completed, on average, 1.48 interviews per hour of calling time. However, for the estimates we are providing you below, we use a more conservative anticipated interview completion rate of 1.30 surveys per hour of calling.

Our approach to completing 800 interviews for a questionnaire 11-13 minutes in length is based on the following schedule and staffing plan:

Responsive Management's weekdays consist of a daytime shift and a nighttime shift. Daytime shifts are 5 hours in length and consist of 7 interviewers for the shift (this equals 35 total hours of calling time for the daytime shift). Nighttime shifts are 4 hours in length and consist of 22 interviewers for the shift (this equals 88 hours of calling time). Using the anticipated completion rate of 1.3 interviews completed per calling hour, Responsive Management anticipates the completion of 45.5 interviews per daytime shift. Using the same rate, the nighttime shift would yield 114.4 completed interviews. The combined number of completed interviews per weekday (daytime and nighttime shifts together) would be 159.9.

Responsive Management's weekend shifts are 6 hours in length and staffed by our full phone bank of 22 interviewers: this equals 132 hours of calling time per weekend day. Each weekend day would therefore produce 171.6 completed interviews; a full weekend of calling would yield 343.2 completed interviews.

Using these numbers, the 800 completes for VCU could be accomplished using only weekday shifts, although we would recommend conducting survey interviews on at least one weekend day so as to minimize any bias toward those easy to reach on the weekdays.

Of course, the project completion time is also affected by other factors, such as the stated purpose of the study and the name recognition and/or credibility of the client agency or organization whose name might be mentioned in the introduction. This is why we chose to use a more conservative estimate for the anticipated number of completed interviews per hour.

As you know from our proposal, Responsive Management has conducted telephone survey interviewing every day of the month, every month of the year, since 1990. The fact that we have never gone over budget or missed a project deadline is a key reason why we've been able to stay up and running for almost 30 years without a single break in telephone survey data collection. And as our hundreds of highly satisfied clients will attest, we're easy to work with—we handle requests promptly, have a wealth of experience and expertise to draw on, and never cut corners in our work.

It's also worth mentioning that Responsive Management has been awarded a number of long-term project contracts from state agencies around the country, as well as contracts for surveys that were previously awarded to universities. For example, we were recently awarded contracts for a New York Department of Environmental Conservation fishing survey, that was previously conducted by Cornell University, and an Alabama Department of Conservation and Natural Resources wildlife survey that was previously handled by Auburn University. In both cases, the client agency specifically sought a firm capable of upholding the high research standards set by the universities.

2. Negotiation

VCU: Will you accept this language providing this Cooperative Contract Agreement option and agree to exercise this option?

Responsive Management: Yes, we accept the language as stated (p. 4, section I.A.) regarding the Cooperative Contract Agreement option and agree to exercise this option.

VCU: What efficiencies, impacts of the Cooperative Contract Agreement, or other factors could you identify that would lead you to propose a reduced best and final CPI in this scenario, and in other scenarios reduced in a similar proportion?

Responsive Management: Responsive Management could potentially propose a reduced best and final CPI if a specific survey project entails a sample of named respondents (i.e., as opposed to non-named general population), a higher incidence rate for the study population (i.e., if less calling effort is required to obtain each completed interview), or if the survey questionnaire has a notably low level of difficulty (i.e., the questions are simple and brief and do not require burdensome recall or excessive contemplation on the part of the respondent). Of course, this must be determined on a case by case basis, as every survey is different.



VCU

Procurement Services

Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#8077814AA**

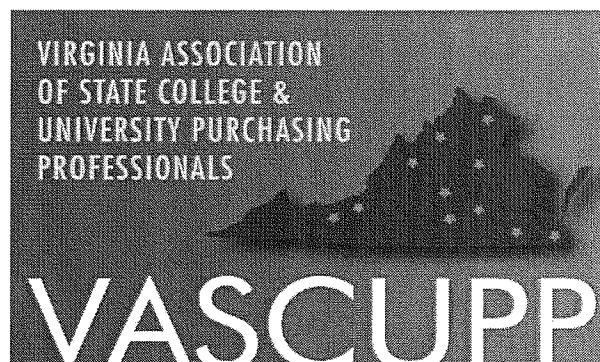
Issue Date: May 11, 2018
Title: Telephone Survey Research Services
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: Amy Anthes
aranthes@vcu.edu

Proposal Due Date (Firm): June 15, 2018
2:00 P.M.

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

OFFER FORM

RFP 8077814AA Page 2 of 37

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I. PURPOSE

The intent and purpose of this Request for Proposals (RFP) is to establish a term contract with one (1) or more qualified sources for telephone survey research services for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as "the University" or "VCU"), an agency of the Commonwealth of Virginia.

Note: VCU, in its sole discretion will determine the number of awards required to ensure that VCU is provided with continuous service; and VCU may use any of the firms awarded a contract as a result of this solicitation. This RFP is **NOT** for a specific telephone survey research project.

Term: The initial contract term shall be one (1) year, with the option of up to four (4), one-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 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of "Highest Research Activity" and "Community Engaged." As one of the nation's top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

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

The university and its medical center are the largest-single employer in the Richmond area, with more than 27,000 employees, including more than 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 more than \$3 billion in annual spending that supports more than 40,000 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 team's run to the Final Four in 2011.

III. PRE-PROPOSAL CONFERENCE

None

IV. STATEMENT OF NEEDS

A. Background

1. Survey and Evaluation Research Laboratory (SERL):

Founded in 1982 in Virginia Commonwealth University's College of Humanities and Sciences, the SERL has been actively involved in survey research since its inception. In 1994 the SERL became the applied research arm of VCU's Center for Public Policy, an innovative interdisciplinary university center for teaching, research, training and community service. The Center for Public Policy is located within the L. Douglas Wilder School of Government and Public Affairs, and the College of Humanities and Sciences

As the applied research division of CPP, the SERL provides extensive support to faculty, students and administrative staff at VCU; as well as to local, state and federal governmental agencies, public and private non-profit agencies, and the mass media, by conducting approximately 100 research studies annually, employing a variety of methodologies including:

- Surveys, Behavioral Polls, Opinion Polls;
- Personal Interviews;
- Focus groups;
- Statistical Analysis;
- Data Management; and
- Program Evaluation.

2. Surveys:

a. Survey Projects:

- i. The SERL has conducted telephone surveys since 1985, using computer-assisted telephone interviewing (CATI) since 1987. Telephone survey projects include, but are not limited to:

- (a). National, state, and metro area public opinion polls;
- (b) Community health surveys;
- (c) Consumer satisfaction surveys; and
- (d) Awareness surveys.

Note: Multi-lingual surveys, primarily in Spanish, are gaining importance; currently, approximately five (5%) to ten (10%) must be conducted in Spanish.

- ii. The SERL does not currently require:

- (a) Web hosting or any data management (e.g. tabulations , cross tabulations, tables, etc., or
- (b) Coding open-ended questions services

- iii. VCU anticipates that the
 - (a) Vast majority of the survey projects will be
 - New customized public opinion polling, and
 - Consumer research studies, not trackers
 - (b) Subject matter will be
 - Attitudinal
 - Usage and awareness
 - Customer satisfaction, and
 - Opinion, etc. (Survey projects will not include work for individual political candidates.)
 - (c) Surveys will be approximately
 - Eighty-five (85%) percent consumer, and
 - Fifteen (15%) percent business to business
 - (d) Geographic regions will be concentrated approximately as follows:
 - Seventy-five (75%) percent within Virginia and the Metro Washington, D.C. area, and
 - Twenty-five (25%) percent will be national, with a skew to the Southeast
 - (e) Work will be consistently spread out annually, with the exception of holidays
 - (f) The mix of "programming difficulty" will be as follows:
 - Ninety (90%) percent of the surveys will be standard programming to include
 - Easy to follow skip patterns and standard interviewer questions
 - Customizing language by survey context for respondents
 - Ten (10%) percent will be more complicated work that could involve
 - Conjoint rotations
 - Complicated and varied skip patterns
 - Very detailed interviewer questions
- b. Call volume (i.e., Number of Completions and Number of surveys):
 - i. VCU anticipates an annual volume of twenty (20) or more projects.
- c. Average Survey Length:
 - i. Thirteen (13) to fifteen (15) minutes
- d. Average Incidence
 - i. Eighty (80%) percent
- e. Average Number of Completes
 - i. Five hundred (500)
- f. Standard Lead Time
 - i. VCU anticipates providing the Contractor(s) with two (2) to three (3) weeks' notice of a project.

B. Survey Project Requirements

At minimum, the Contractor should provide all labor, supervision, equipment, materials, supplies and incidentals, etc., necessary to perform/ provide scientific social science telephone survey research services, upon request by VCU, for the following types of survey projects/ subject matter/ target groups/ programming, to include, but not limited to:

1. Survey Projects
 - a. New, customized National, State, and Metro area public opinion polls
 - b. Community health surveys
 - c. Consumer satisfaction surveys
 - d. Awareness surveys
2. Subject Matter
 - a. Attitudinal
 - b. Usage and awareness
 - c. Customer satisfaction
 - d. Opinion
3. Target Groups

- a. Consumer
 - b. Business to Business
- 4. Programming
 - a. Standard programming to include
 - i. Easy to follow skip patterns and standard interviewer instructions
 - ii. Customizing language by survey context for respondents
 - b. Complicated programming to include
 - i. Conjoint rotations
 - ii. Varied skip patterns
 - iii. Very detailed interviewer instructions
- C. Geographic Requirements
 - 1. The Contractor's surveying operation, for VCU survey projects, should be located within the United States. At minimum, the Contractor should be capable of conducting survey projects in the following geographic areas:
 - a. Nationally
 - b. Metro Washington, D.C., area
 - c. Virginia
 - 2. The Contractor should not "of-shore" any survey project assigned to the Contractor by VCU.
- D. Telephone Survey Requirements

At minimum, the Contractor should:

 - 1. Have the ability to utilize/ conduct Computer Assisted Telephone Interviewing (CATI) telephone surveys
 - 2. Have the ability to employ all current standard research methodologies utilized in the performance of CATI for scientific social science surveys
 - 3. Be able to submit a sample questionnaire to VCU for prior approval, in accordance with the specific survey project specifications and time frames
 - 4. Be prepared to estimate the response rate that will be obtained for the survey project, using appropriate formulas prescribed by the Council of American Survey Research Organizations (CASRO) and/ or the American Association for Public Opinion Research (AAPOR)
 - 5. Upon request by VCU, perform a pretest and submit a pretest report
 - a. The Contractor should include a minimum of three (3%) percent of the total number of cases in the pretest.
 - 6. Provide VCU with the option to not use predictive dialers for dialing VCU surveys, and
 - 7. Complete fieldwork for the projects described in Section IV, Background, subsection 2, items a through e within five (5) business days.
- E. Survey Project Deliverable Requirements

At minimum, the Contractor should submit

 - 1. The following deliverables for each survey project
 - a. Data that has been cleaned in accordance with the applicable software's capabilities
 - b. Value and variable labels
 - c. A data dictionary
 - d. The full call record, including
 - i. The final disposition, and
 - ii. All open-ended responses
 - e. A statement explaining the methodology employed, to include
 - i. A description of interviewer training
 - ii. A pretest description
 - iii. Interviewing dates
 - iv. Response rate(s), based on standard CASRO/ AAPOR formulas
 - v. Sampling error, and
 - vi. Any unknown problems with interview content or execution; and
 - f. A monthly one page recap report that
 - i. Highlights all the minor "course of business" problems that occurred during the previous thirty (30) days to include a description of the nature of the complaint, resolutions, and the progress of the resolution

Note: An example of a minor "course of business" problem is a respondent interviewing complaint that required investigation

2. Project Deliverables

- a. To VCU within two business days of final data collection

F. Interviewing Personnel Qualifications

- 1. At minimum, the Contractor should ensure that all interviewing personnel assigned to VCU survey projects
 - a. Are properly trained on VCU's interviewing requirements/ techniques, as applicable
 - b. Can be easily understood by the targeted survey respondents (e.g. do not have strong accents)
 - c. Have bilingual (English/ Spanish) language capabilities, as applicable

2. Statement of Confidentiality

- a. The Contractor's personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business or non-public information belonging to VCU. VCU and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information and VCU may seek legal remedies available to it should such disclosure occur.

The Contractor's personnel shall not

- i. Access data that is unrelated to fulfilling its duties under this contract
 - ii. Disclose to any other person, or allow any other person access to, any information related to VCU that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, "loaning" computer access codes, and/ or other transmission or sharing data.
- b. 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.
 - c. Contractor shall ensure its personnel are aware of these Confidentiality obligations, as well as the obligations enumerated in Sections XXII General Terms and Conditions; XXIII Special Terms and Conditions; and XXIV Special Terms and Conditions Information Technology, and ensure compliance with all such Terms and Conditions.

G. Project Manager/ Business Account Manager

At minimum

- 1. The Contractor should assign a designated Project Manager and Business Account Manager for VCU.
 - a. The Project Manager should communicate with VCU on a daily basis during the survey development, pretest, and data collection phases
 - b. The Business Account Manager should
- 2. The Project Manager and Business Account Manager should be accessible via
 - a. Toll-free telephone number, and
 - b. Email
- 3. The Contractor should provide VCU with the Project Manager's and Business Account Manager's
 - a. Name
 - b. Toll-free telephone number
 - c. Email address
 - d. Hours of availability EST

In the event there are any changes to the project Manager's or Business Account Manager's contact information, the Contractor should provide VCU with the updated information by the time the changes are effective.

H. Ownership of Intellectual Property

- 1. All works, whether or not deemed to be a work made for hire, and copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of VCU

2. Upon request from VCU, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to VCU, to evidence VCU's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- I. Procurement requirements
 1. The terms and conditions of the RFP govern the resulting contract and not the Contractor terms and conditions or any license agreement.
 2. The proposal prices shall be inclusive of all costs for the services including any applicable freight, travel, and living expenses. Extra charges will not be allowed.

V. 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.

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

VII. 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.

VIII. 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. Provide your company's organizational structure, the size of your company, and standard hours of operation. Provide your company's Federal Wide Assurance (FWA) number and the effective dates, demonstrating that your company registered with the Department of Health and Human Services/ U.S. Office for Human Research Protections. State whether or not your company is willing to amend its FWA to add the VCU Institutional Review Board (IRB) as a designated IRB for review of research and to comply with VCU's Institutional Review Board's (IRB) requirements pertaining its review/ approach of research done for VCU.

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. Identify the total number of interviewing work stations with and without CATI. Submit a copy of your company's most recent audited financial statement, or equivalent evidence of financial condition.

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. Identify the number of full time interviewing personnel employed by your company at one time. Identify the number of full time interviewing personnel with bilingual (English/ Spanish) capabilities. Identify all proposed subcontractors and the types of telephone survey research services to be assigned to each proposed subcontractor.

E. References

Please provide 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. Total Fixed Pricing: Landline Telephone Interviews:
Identify the total fixed price as a "Cost per Interview" (CPI) based upon the following estimated survey project criteria and annual quantities. The CPI shall include all costs associated with performing/ providing the scientific social telephone survey research services specified in Section IV.

2. Survey Project Criteria

- | | |
|--------------------------------|-------------------------------------|
| a. Average Survey Length | Five (5) to twenty-two (22) minutes |
| b. Average Incidence | Eighty (80%) percent |
| c. Average Number of Completes | 500-1000 |

3. Annual Quantities (Per Contractor)

- | | |
|-------------------------|---------------------------------------|
| a. Survey Projects | Twenty (20) or more projects per year |
| b. Completed Interviews | 25,000 |

| | |
|---|----------------------------|
| Vendor Name: | |
| ITEM DESCRIPTION | Landline Interviews |
| Total Fixed CPI Pricing: | Price |
| Number of Annual Survey Projects: | |
| CPI Pricing | |
| (1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews: | |
| Average Interview Length | |
| 5-7 minutes | |
| 8-10 minutes | |
| 11-13 minutes | |
| 14-16 minutes | |
| 17-19 minutes | |
| 20-22 minutes | |
| (2) Twenty-six (26) up to (and including) fifty (50) survey projects: | |
| Average Interview Length | |
| 5-7 minutes | |
| 8-10 minutes | |
| 11-13 minutes | |
| 14-16 minutes | |
| 17-19 minutes | |
| 20-22 minutes | |
| (3) Fifty-one (51) and more survey projects: | |
| Average Interview Length | |
| 5-7 minutes | |
| 8-10 minutes | |
| 11-13 minutes | |
| 14-16 minutes | |
| 17-19 minutes | |
| 20-22 minutes | |

2. Total Fixed Pricing: Cell Phone Interviews

Identify the total fixed price as a "Cost per Interview" (CPI) based upon the following estimated survey project criteria and annual quantities. The CPI shall include all costs associated with performing/ providing the scientific social telephone survey research services in Section IV.

1. Survey Project Criteria
 - a. Average Survey Length Five (5) to twenty-two (22) minutes
 - b. Average Incidence Eighty (80%) percent
 - c. Average Number of Completes 500-1000

2. Annual Quantities (Per Contractor)
 - a. Survey Projects Twenty (20) or more projects per year
 - b. Completed Interviews 25,000

| | |
|---|------------------------------|
| Vendor Name: | |
| ITEM DESCRIPTION | Cell Phone Interviews |
| Total Fixed CPI Pricing: | Price |
| Number of Annual Survey Projects: | |
| CPI Pricing | |
| (1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews: | |
| Average Interview Length | |
| 5-7 minutes | |
| 8-10 minutes | |
| 11-13 minutes | |
| 14-16 minutes | |
| 17-19 minutes | |
| 20-22 minutes | |
| (2) Twenty-six (26) up to (and including) fifty (50) survey projects: | |
| Average Interview Length | |
| 5-7 minutes | |
| 8-10 minutes | |
| 11-13 minutes | |
| 14-16 minutes | |
| 17-19 minutes | |
| 20-22 minutes | |
| (3) Fifty-one (51) and more survey projects: | |
| Average Interview Length | |
| 5-7 minutes | |
| 8-10 minutes | |
| 11-13 minutes | |
| 14-16 minutes | |
| 17-19 minutes | |
| 20-22 minutes | |

3. Lower Incidence Surveys

Should VCU desire surveys of populations with incidences less than those specified in Sections A and B, but all other specifications remaining the same, the CPI for each interview will be increased as follows:

4. Spanish Language Interviewing

Should VCU desire to add to the surveys of general populations interviewing in Spanish for those respondents who request it, but all other specifications remaining the same, an additional CPI for each landline and for each cell phone interview will be:

| <i>Spanish Language Translation and Interviewing</i> | |
|---|-------------------|
| <i>Length</i> | <i>CPI</i> |
| <i>5-7 minutes</i> | |
| <i>8-10 minutes</i> | |
| <i>11-13 minutes</i> | |
| <i>14-16 minutes</i> | |
| <i>17-19 minutes</i> | |
| <i>20-22 minutes</i> | |

5. Coding Open-ended Responses

Offeror shall identify any additional cost (i.e. cost in addition to the "CPI Pricing") per interview

6. Web Hosted Surveys

Offeror shall identify any additional cost (i.e. cost in addition to the "CPI Pricing") per set up and per interview.

7. Recording Interviews

Offeror shall identify any additional cost (i.e. cost in addition to the "CPI Pricing") per interview

| | |
|---|-----------------------------------|
| <i>Vendor Name:</i> | |
| <i>Item Description:</i> | <i>Recorded Interviews</i> |
| <i>Total Fixed CPI Pricing</i> | <i>Price</i> |
| <i>Number of Annual Survey Projects: CPI Pricing</i> | |
| <i>(1) Up to (and including) twenty-five (25) survey projects:</i> | |
| <i>(2) Twenty-six (26) up to (and including) fifty (50) survey projects:</i> | |
| <i>(3) Fifty-one (51) up to (and including) seventy-five (75) survey projects:</i> | |
| <i>(4) Seventy-six (76) and more survey projects:</i> | |

8. Surveys of Business Owners and Executives

For surveys of business owners and executive, interviewing shall be conducted both on the telephone and online among businesses with 5 employees or more. No quotas or requirements for businesses of specific sizes are included.

1. Survey Project Criteria

- | | |
|--------------------------------|-------------------------------------|
| a. Average Survey Length | Five (5) to twenty-two (22) minutes |
| b. Average Incidence | Eighty (80%) percent |
| c. Average Number of Completes | 500-1000 |

2. Annual Quantities (Per Contractor)

- | | |
|-------------------------|---------------------------------------|
| a. Survey Projects | Twenty (20) or more projects per year |
| b. Completed Interviews | 25,000 |

| | |
|---|----------------------------|
| Vendor Name: | |
| ITEM DESCRIPTION | Business Executives |
| Total Fixed CPI Pricing: | Price |
| Number of Annual Survey Projects: | |
| CPI Pricing | |
| (1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews: | |
| Average Interview Length | |
| 10-13 minutes | |
| 14-15 minutes | |
| (2) Twenty-six (26) up to (and including) fifty (50) survey projects: | |
| Average Interview Length | |
| 10-13 minutes | |
| 14-15 minutes | |
| (3) Fifty-one (51) and more survey projects: | |
| Average Interview Length | |
| 10-13 minutes | |
| 14-15 minutes | |

IX. 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 XXIV: 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 I - 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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. 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.

XIV. 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: June 1, 2018

XV. 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, including but not limited to requests for information or 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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 | 40% |
| Methodology/Approach | 35% |
| Pricing Schedule | 20% |
| 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).*

XXI. 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. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. 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.

- E. 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.

XXII. 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.

XXIII. 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. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- D. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- E. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- F. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- G. 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.
- H. 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.
- I. 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.
- J. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the

time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- K. 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.
- L. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the Contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- M. 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.
- N. 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.

O. 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.

P. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.
<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

Q. IDENTIFICATION CARDS:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

XXIV. SPECIAL TERMS AND CONDITIONS INFORMATION TECHNOLOGY

A. DEFINITIONS:

1. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Offeror under this agreement.
2. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
3. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
4. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
5. "Services" means any goods or services acquired by the University of Virginia from the Selected Firm/Offeror.
6. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

B. RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA:

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

otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

C. INTELLECTUAL PROPERTY DISCLOSURE/ RIGHTS:

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

D. DATA PRIVACY:

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

E. DATA SECURITY:

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

F. EMPLOYEE BACKGROUND CHECKS AND QUALIFICATIONS:

Selected Firm/Offeror will ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential and/or proprietary information, and/or data about VCU personnel and/or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

G. DATA AUTHENTICITY AND INTEGRITY:

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

H. SECURITY BREACH:

1. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Selected Firm/Offeror will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Offeror will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
2. If Selected Firm/Offeror will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Offeror will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/Offeror.

H. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:

1. Except as otherwise expressly prohibited by law, Selected Firm/Offeror will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Offeror seeking University Data;
 - consult with the University regarding its response;

- cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - upon the University's request, provide the University with a copy of its response.
2. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Offeror, the University will promptly provide a copy to Selected Firm/Offeror. Selected Firm/Offeror will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

I. DATA TRANSFER UPON TERMINATION OR EXPIRATION:

1. Upon termination or expiration of this agreement, Selected Firm/Offeror will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Offeror shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Offeror agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Offeror might have transferred University data. The Selected Firm/Offeror agrees to provide documentation of data destruction to the University.
2. Selected Firm/Offeror will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Offeror's facilities to remove and destroy University-owned assets and data. Selected Firm/Offeror shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Offeror will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm/Offeror will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

J. AUDITS:

1. The University reserves the right in its sole discretion to perform audits of Selected Firm/Offeror at the University's expense to ensure compliance with the terms of this agreement. The Selected Firm/Offeror shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Offeror must create, obtain, transmit, use, maintain, process, or dispose of University Data.
2. If the Selected Firm/Offeror must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Offeror as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Offeror will at its expense conduct or have conducted at least annually a:
 - American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Offeror's security policies, procedures and controls;
 - Vulnerability scan of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
 - Formal penetration test of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

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

University expense, the Selected Firm/Offeror to perform additional audits and tests, the results of which will be provided promptly to the University.

K. COMPLIANCE:

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

L. NO END USER AGREEMENTS:

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

- M. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

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

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

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with

nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

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

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

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

O. SURVIVAL:

The Selected Firm/Offeror's obligations under Section I shall survive termination of this agreement until all University Data has been returned or Securely Destroyed

XXV. 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)
_____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

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

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: _____
Title: _____
Mailing address: _____
Email address: _____
Phone number: _____
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.

[illegible]

RFP 8077814AA Telephone Survey Research Services
Questions and Answers

| QUESTION | ANSWER |
|--|--|
| 1 We noted that the University requests an unusual requirement of CATI providers, namely the Federal Wide Assurance Number and related HHS information requested on p.10 of the RFP under VIII.B. Does VCU require this registration as necessary for CATI surveys, or is this optional information for firms who otherwise would not be required to hold an FWA? | 1 An FWA is necessary to conduct work under this contract. If the responding firm does not have an FWA now, it should be prepared to get an FWA prior to conducting any work under this contract. VCU's FWA number is FWA00005287. |
| 2 Which firms have VCU and SERL contracted with to perform CATI research during the past five years? | 2 Firms on the prior contract were ICF Macro, Princeton Data Services and Issues & Answers. Firms that actually conducted surveys under the contract were Princeton Data Services and Issues & Answers. |
| 3 Regarding the RFP #8077814AA for VCU (Telephone Survey Research Services) – is the purpose to add additional capacity above and beyond what SERL already has for telephone survey research? And is the additional capacity required based on current/recent project load or more so looking to build capacity of SERL and other Centers through a VASCUUP agreement? | 3 SERL currently does not have an in-house telephone calling operation. All of SERL's large-scale telephone survey work is outsourced. This RFP will replace a similar contract used in the past. The capacity being requested in this RFP is based on estimates of the potential maximum project load in the future. The main purpose of the RFP is to have access to one or more pre-qualified vendors who can quickly respond to specific project requests from SERL. While SERL can always outsource to other calling operations located within sister state agencies or state-supported universities in Virginia, historically SERL has outsourced most of its telephone survey work to private-sector vendors on this sort of a pre-qualified contract |
| 4 Would you please clarify: Page 10 Section C – "Submit a copy of your company's most recent 4 audited financial statement, or equivalent evidence of financial condition." - What are minimum requirements to be included in audited financial statement / equivalent evidence? | 4 Qualifications and Experience are part of our evaluation criteria. This is a business decision as to the information you want to provide for our evaluation. |
| 5 Would you please clarify under "Work Plan", Page 11 – Point 4 "Outcomes and Performance Measurement" – What should be included in our response? (i.e., measure length of interview, qualification incidence, number of interviews per day relative to available sample schedule, daily/weekly disposition, others? Production rate?) | 5 Describe the outcomes that your firm would expect to achieve, and how your firm would monitor, measure and report to the University. The examples provided in this question are good examples of the kinds of measures that would be useful to report. |
| 6 In our response, are respondents meant to assume that we are responsible for providing project samples in all cases, including Business-to-Business surveys? | 6 CPI prices for general population landline and cell calling should include the cost of sample, yes. CPI prices for business-to-business surveys can include or exclude sample costs, just be clear about that in your response. SERL will provide sample when there are specific lists that would need to be called. |
| 7 Would you please clarify: Page 13, Point 3 "Lower Incidence Surveys" – on what assumptions should we quote 5%, 25%, 50% incidence? | 7 In the past, offerors have chosen levels; some have indicated price adjustments or formulas for every 5% reduction in incidence, etc. Offerors should feel free to express these adjustments in any terms that work best for them. |
| 8 Would you please clarify: Page 13/14, Point 4 – is this a request for additional cost above English-speaking CPI or total cost per Spanish speaking CPI? How does translation impact this as it would need to be considered in cost whether one interview or 100? Do we assume / state that it is based on average number of surveys (500 to 1000 and 5 to 10% incidence)? | 8 We would like to see the total cost per Spanish speaking interview, not the marginal addition to the English CPI for Spanish interviews. Please include the cost of translation -- this can be expressed as a fixed cost outside of and in addition to the CPI, or as a range of CPIs as the fixed cost is distributed over 500 vs. 1000 completed interviews. Just be clear about how you are handling that in your proposal. |
| 9 Would you please clarify: Page 14 – Point 6 "Web Hosting Surveys" – You don't mention sample / panel / recruitment – is this item only the cost for programming / hosting? | 9 Please provide any additional costs that would be associated with web hosted surveys. At times SERL will request that the vendor offer to provide sample, and at times SERL may have the list already in hand. |
| 10 Would you please clarify: Page 14 – Point 7 "Recording Interviews" – What assumptions should we make about the length of interviews and file requirements? | 10 Offerors are free to describe their pricing strategies here in the terms that make sense for them. |
| 11 What types of sample will be used for consumer and b2b? (listed, rdd, etc.?) | 11 General population surveys will usually use a mix of listed landline and cell samples. Pricing those samples separately allows us to estimate the cost of various mixes of landline and cell samples. SERL assumes the use of "enhanced cell" samples that identify and exclude cell numbers that were not recently used to make or receive a call. We usually do not incorporate random digit dial (RDD) landline samples. For B2B calling, SERL will usually provide the sample, but offerors should be prepared to provide sample for some B2B projects. Usually these samples will behave like listed samples. |

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Telephone Survey Research Services
#8077814AA

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:

RESPONSIVE MANAGEMENT Date: 6/13/18
130 FRANKLIN STREET By (Signature In Ink): M. D. Duda
HARRISONBURG, VA Zip Code 22801 Name Typed: MARK DAMIAN DUDA
E-Mail Address: mark@responsivemanagement.com Title: EXECUTIVE DIRECTOR
Telephone: (540) 432-1888 Fax Number: (540) 432-1892
Toll free, if available Toll free, if available
DUNS NO.: 8027153340000 FEI/FIN NO.: 54-164-2830

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 DSBS CERTIFIED: () YES (☒) NO VIRGINIA DSBS CERTIFICATION#: _____

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

| | | |
|--------------------------|--|--------------------------------------|
| <input type="checkbox"/> | 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 |
|--------------------------|--|--------------------------------------|

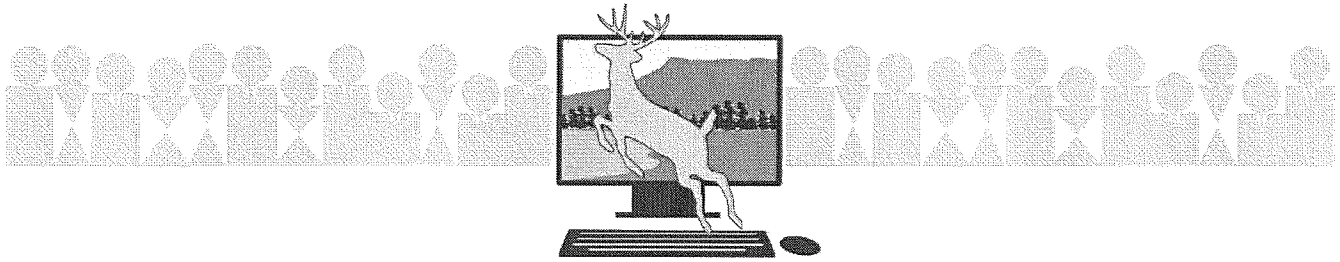
D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

| | | | |
|---------------|-----------------|---------------|-----------------|
| Addendum # | <u>1</u> | Addendum # | |
| Addendum Date | <u>5/30/18</u> | Addendum Date | <u> / / </u> |
| Addendum # | | Addendum # | |
| Addendum Date | <u> / / </u> | Addendum Date | <u> / / </u> |

Affix this Form as the FIRST PAGE of your proposal.

Responsive Management



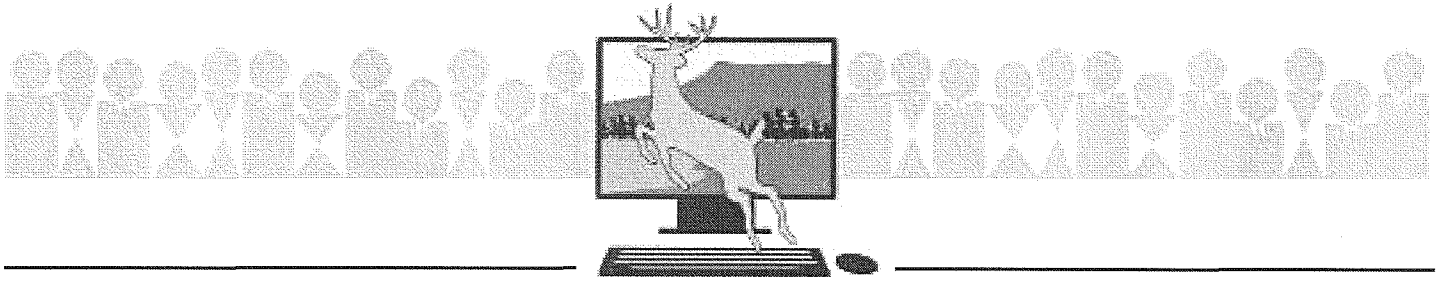
Data Collection Services for Virginia Commonwealth University

Proposal for Survey Research for Virginia Commonwealth University

Submitted by Responsive Management

June 2018

Responsive Management



Specializing in Survey Research on Natural Resource and Outdoor Recreation Issues

Responsive Management has conducted...

- Twenty-eight years of continuous human dimensions research only on natural resource and outdoor recreation issues
- More than 1,000 research studies
- Almost \$60 million in research
- Studies in all 50 states and 15 countries worldwide
- Research for every state fish and wildlife agency
- Research for most federal resource agencies, including the U.S. Fish and Wildlife Service, National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Coast Guard, and National Marine Fisheries Service
- Research for many NGOs, including the National Wildlife Federation, Izaak Walton League, Ducks Unlimited, Trout Unlimited, Sierra Club, American Museum of Natural History, Ocean Conservancy, National Association of State Boating Law Administrators (NASBLA), BoatUS Foundation, Environmental Defense Fund, and many more
- Research for numerous outdoor recreation industry leaders, such as Winchester, Vista Outdoor (which includes Bushnell, Primos, Federal Premium, etc.), Trijicon, Yamaha, and many others
- Data collection for the nation's top universities:

Auburn University, Colorado State University, Duke University, George Mason University, Michigan State University, Mississippi State University, North Carolina State University, Oregon State University, Penn State University, Rutgers University, Stanford University, Texas Tech, University of California-Davis, University of Florida, University of Montana, University of New Hampshire, University of Southern California, Virginia Tech, West Virginia University, and many others

Responsive Management conducts:

- Multi-modal surveys
- Telephone surveys
- Mail surveys
- Personal interviews
- Park/outdoor recreation intercepts
- Web-based surveys (when appropriate)
- Focus groups
- Needs assessments
- Literature reviews
- Data collection for researchers and universities

Responsive Management develops:

- Marketing plans
- Communication plans
- Outreach plans
- Economic analysis
- Program evaluations
- Policy analysis
- Public relations plans



I regard Mark Damian Duda as an exceptional blend of intelligence, resourcefulness and professional competence. His leadership of the Responsive Management program has been distinguished and innovative.... Under his guidance, Responsive Management has been an outstanding source of information, ideas, and techniques helping to foster important and needed change.

—Dr. Steve Kellert,
Professor Emeritus of Social Ecology,
Yale University

Mark Duda and his staff of professionals at Responsive Management recently conducted a national survey and completed a sizeable report for the Association of Fish and Wildlife Agencies. The survey was multimodal and incorporated phone, electronic and postal mail. We needed to acquire contact information for license holders from 49 states and then contact a sample of them. Getting that contact information was a challenge, but thanks to the tireless effort of the RM staff, we were able to secure that integral information.

Our survey goal was about 5,000 participants nationally, but RM acquired a sample of nearly 7,000 participants, far exceeding our expectations. They also insured that our results would be valid by state, region and nationally as a result of their expertise in sample collection methodology. RM far exceeded our expectations on every facet of this project. The project was completed in about half the time we thought it might take, far ahead of schedule. We had several reviews of the report and each time we asked for a revision, everything was done correctly and quickly. The final report is packed with well-organized and thoroughly explained information. You just can't beat that.

Mark, we want to thank you and your staff for your professionalism and your continued willingness to go the extra mile. It was a pleasure working with you!

—Bryant White, Program Manager on
Trapping Policy, Association of
Fish and Wildlife Agencies

I finally had the opportunity to read this report in its entirety... Kudos to you and your team for doing such a great job (and a super prompt job!) on this project.

We really appreciate your work and couldn't be happier with the product. This gives us the information we need to make informed decisions regarding our program. THANK YOU SO MUCH, again, for all that you and your team do....

—Danna Baxley, Research Program Coordinator,
Kentucky Department of Fish and
Wildlife Resources

Mark Damian Duda is one of the nation's most respected researchers on natural resource issues.

—Steve Pennaz, Executive Director,
North American Fisherman,
North American Outdoor Group, Inc.

I have worked directly with Mark Duda and the Responsive Management team on numerous fish and wildlife-oriented surveys over much of my 26-year career in Florida. As the director for a state fish and wildlife agency, there is no doubt that Responsive Management is best positioned to coordinate and conduct this critical survey effort. There certainly are other organizations that can conduct large scale surveys, but there is no other organization in this arena with years of experience on a national scale that can combine the needed technical expertise for design and execution of complex survey methods with such a complete understanding of the communities and constituencies who engage in fish and wildlife-based recreation.

Moreover, Responsive Management's track record of successful fish and wildlife-related survey work over many years has earned strong credibility and respect among the state and federal agencies across the nation responsible for the stewardship of fish and wildlife resources; the very agencies who will depend the most on the results.

—Nick Wiley, Executive Director, Florida Fish
and Wildlife Conservation Commission

His work demonstrates the highest standards of professionalism and the volume of work is truly prolific. Responsive Management has become one of the foremost and highly respected survey and research companies in the United States with respect to fisheries, wildlife, natural resources and outdoor recreation.... The quality of work directed by Mark Damian Duda has become a benchmark of comparison for others doing similar work in the field....

—Bruce Lemmert, President,
Virginia Wildlife Society

The fact is, even if you're not familiar with Mark Duda's name—he's never one to grab the spotlight for himself—if you're in the arena of fish and wildlife management, then you're familiar with Mark Duda's work.

Everybody knows his work, everybody has confidence in him, and in 15 years of working with him, I've never heard a single negative comment about his work.

The thoroughness of his research, the quality of his data, and the insight he brings to his analysis all give him credibility that no one in the field can match.

—John Tomke, Former President,
Ducks Unlimited

Mark Duda has provided the leadership and information that is key to understanding the human dimensions of fish and wildlife conservation. Mark's work has established a foundation which is necessary to keep conservation relevant in the 21st century.

—Steve Williams, President,
Wildlife Management Institute;
Former Director, U.S. Fish and Wildlife Service

I have had the good fortune of knowing and working with Mr. Mark Damian Duda and his expert staff for the past 25 years. In that time, they have conducted more than 20 surveys for our Department on a wide range of subjects. These studies have included a survey of constituent satisfaction with Virginia's Conservation Police Officers; opinions on Black Bears and their management; use of and opinions on Kill Permits; evaluation of Apprentice Licenses as a hunter retention strategy; and developing a marketing campaign to bring back lapsed hunters.

We have always been extremely pleased with the professionalism of their staff and the comprehensive manner in which they complete their data collection and analyses. The surveys conducted by Responsive Management have routinely made critical differences in our advancement of programs, regulations and legislation that supports the mission of the agency.

The individual states' data are of the utmost importance given that one of our major funding mechanisms is tied directly to the results. With the importance of this in mind, I highly recommend Responsive Management as a contractor for state survey work. They are superbly qualified to conduct these critically important surveys and have an exemplary track record of accomplishment. Additionally, Mr. Duda and his staff are truly a pleasure to work with.

—Bob Duncan, Executive Director,
Virginia Department of Game and Inland Fisheries

His firm is recognized as the leading social science research firm in the nation that works in the natural resources arena.

—Dr. Steve L. McMullin, Associate Professor,
Virginia Tech

When it comes to querying our valued constituents about salient fisheries and wildlife topics, natural resources related concerns, and associated outdoor recreation and economic trends, Responsive Management is in a class all to themselves. Quite simply, their longstanding history in this research space, their deep relationships with members of the professional fish and wildlife community, and the sheer breadth of their experience helps make them uniquely positioned to assume a project of this gravity and magnitude. My confidence in them is unambiguous.

—Carter Smith, Executive Director,
Texas Parks and Wildlife Department

I am a retired state employee of 32 years and a current hunter education instructor of 27 years. During that time I have attended so many seminars that I can review the redundancy from memory; however, yours was refreshingly different. It was the best, most informative seminar ever! You had information beyond the usual "personality typing" and had actual cause and effect data. Thank you for spending your time and expertise with us.

—Ray Boone, Washington State
Hunter Education Instructor

The Arkansas Game and Fish Commission has hired Responsive Management on numerous occasions over the past 25 years. They are an exceptional group when it comes to research studies on natural resource, fish and wildlife, and outdoor recreation issues.

Over the years, Responsive Management has performed several large-scale surveys for the Arkansas Game and Fish Commission. Each study required rapid turnaround times. In every case, they provided us with exceptional data that helped guide our agency. Our surveys have varied widely in subject. In each case, Responsive Management has been an invaluable partner in our efforts. They have met and exceeded all of their obligations, while at the same time producing a quality product on-time and on-budget. Despite deadline pressure, their professionalism and ethical conduct have allowed them to produce high quality results.

On a personal note, let me say that I have a great deal of admiration and trust for the company's executive director Mark Duda. We have worked closely on several AGFC projects. His knowledge, intellect and experience are beyond reproach. He's a leader in his field. I can unequivocally state my strong recommendation for Mark and Responsive Management.

—Mike Knoedl, Director,
Arkansas Game and Fish Commission

Responsive Management provided extraordinary services to my research project, which involved a large-scale telephone survey about cultural diversity and attitudes toward marine animals in Los Angeles. This was a challenging project, involving a lengthy survey that needed to be translated into several languages, and required a complex sampling strategy. Mark provided invaluable guidance in refining my survey instrument, structuring the sampling design, and working out the survey's logistics. And his friendly, knowledgeable and professional staff worked closely with me before, during and after the survey was completed. I would recommend Responsive Management to anyone planning a survey or focus group about wildlife and wildlife management.

—Dr. Jennifer Wolch, Professor,
University of Southern California

I want to take this opportunity to express my thanks for your outstanding work.... This is a very fine report that has already proven helpful in discussions about funding and marketing issues with my staff and the Administration. I know that it will prove to be of similar value in upcoming discussions with external constituents and legislators.

This is the third time... that my Department has contracted for your services, and I am pleased to have been personally involved in each survey. I continue to be impressed by your candid and thoughtful input, personalized approach to customer needs, and professional approach to survey design, implementation, and reporting. In sum, you do great work that results in a product with high outreach and advocacy value.

—Ronald Regan, Executive Director, Association of
Fish and Wildlife Agencies; Former Commissioner,
Vermont Department of Fish and Wildlife

My personal relationship with Mark goes back several years as WRD's hunter harvest survey coordinator. I could always count on Mark and his associates to be very attentive to our informational needs and we have often relied on his expertise to produce a high quality product for us. Not only are Mark and his staff knowledgeable, but they are very approachable and eager to provide quality customer service. I have found very few public opinion research firms with Responsive Management's experience and expertise in the field of natural resources and I recommend them, without hesitation, to other agencies that are looking for a quality vendor to provide a high level of competency and professionalism.

—Don McGowan, Region Operations Manager,
Game Management Section, Georgia Department
of Natural Resources, Wildlife Resources Division

I would be remiss if I did not recognize and thank the outstanding professional work that Mark Damian Duda (Responsive Management) and his staff accomplished for the States Organization of Boating Access and its partners (NMMA, BoatUS, RBFF, AMI). This project was the first of its kind to understand on a national level, angler and boater experiences at boating access facilities. From the early stages of grant writing and developing a proposal through the final report, Mark and his staff demonstrated extraordinary skills in managing all phases of the project. I attended a boater focus group and watched facilitative skills draw much needed boater views that ultimately assisted in the survey questionnaire. Mark and his staff have great insight into human dimension work and this study proved that again. The project was expertly managed through the telephone survey and final report development, which resulted in completing the work ahead of schedule. This work represents a national baseline that can be measured against as boating access programs across the country can learn from and improve. I look forward to future opportunities where I can work again with Responsive Management.

—James Adams, Executive Board Member and
Past President, States Organization for Boating Access;
Facilities Director, Virginia Department of Game and
Inland Fisheries

No one has done more to move the human dimensions aspect of natural resource management into the mainstream thinking of decision makers than Mark Duda.

—Christine Thomas, Dean and Professor of Resource
Management, College of Natural Resources,
University of Wisconsin—Stevens Point

Responsive Management recently completed a detailed survey of Vermont deer hunters. Mark Duda and his very responsive staff went above and beyond in developing a sampling design and survey instrument that met our specific needs. Most notably, their continued assistance in evaluating survey results and providing additional analyses helped our staff better understand the interests of our deer hunting public.

—Scott Darling, Wildlife Management Program Manager
Vermont Fish and Wildlife Department

I would just like to take this quick opportunity to thank you and your staff on the tremendous work you recently completed for the West Virginia Division of Natural Resources. I believe wildlife management decisions should be based on solid biological data; however, I also believe that we must use essential human dimensions work and public opinion to come up with the best management strategy.

The report that Responsive Management supplied us with was very comprehensive, and the cross-tabulations supplied additional insight that may have otherwise gone undetected. The additional analysis that you and your staff did... was above and beyond the call of duty and demonstrated the kind of expertise and caring attitude that your staff has about our natural resources. It also helped to demonstrate that while this survey was conducted on all residents of West Virginia, your staff was able to identify our target audience very effectively and supplied us with the best possible data to make management recommendations.

—Dr. Chris Ryan, Ph.D., Supervisor of Game
Management Services, West Virginia
Division of Natural Resources

In addition to an impeccable research record with numerous wildlife management agencies, including our own, Responsive Management has a history of thorough data collection and analysis, the ability to maintain a research schedule and budget, as well as the ability to consistently produce legally and statistically defensible research documents.

—Wyoming Game and Fish Department

It is no surprise that Mark Duda and his team at Responsive Management are regarded as some of the best in the field of wildlife-related human dimensions research. Responsive Management far exceeded expectations for professionalism, work ethic, and time to completion while working collaboratively on a public opinion survey regarding Pennsylvania residents' attitudes on and opinion toward nongame wildlife. The Game Commission sought to replicate a 1996 survey on the same topic, also completed by Responsive Management all those years ago. To our astonishment, Mark was able to find the 1996 report and survey instrument in his files, greatly facilitating the advancement of this project. In addition, Mark provided the narrative for a State Wildlife Grant to support this survey as part of the State Wildlife Action Plan revision. There was a grant match requirement, which Mark generously contributed to through a budget discount. By the time the state contracting process was completed, Responsive Management only had about three months to submit the final report. They not only finished on schedule, his survey team was able to procure the number of completes to accommodate the agreed upon sampling error. We were impressed. Suggested report edits were handled swiftly and professionally, and Mark continues to be available for additional questions and discussion about survey results. Sincere thanks, Mark, for your dedication to this project and best wishes for continued success.

—Catherine D. Haffner, Wildlife Diversity Conservation
Planning Coordinator, Pennsylvania Game Commission

Thank you very much for speaking at the plenary session at the recent SEAFWA conference, and I also thank you for your ideas on how the speakers should flow. I thought each built nicely on the message from the previous speaker....

You always bring such a unique perspective, and your work is absolutely integral to every aspect of a fish and wildlife agency. I heard more than one person remark that not only was your message important but that they felt you were more passionate than usual about bringing that message home.... Thanks again for all you did and for all you continue to do in helping us gauge the mood and thoughts of our constituents.

—Ed Carter, Executive Director,
Tennessee Wildlife Resources Agency

I have worked with Responsive Management as a client and as part of state agency or research teams benefiting from their work for over a decade. For years prior to then, I utilized and received tremendous value from the work of Responsive Management through their reports, peer-reviewed publications and presentations at a wide variety of national conferences. Their work has always been thorough, accurate, well-designed and statistically rigorous. There was never any doubt that the data, analysis and interpretations and findings from the studies of Responsive Management were of the highest standards....

It is important to recognize that Responsive Management has extensive experience and is highly regarded by the state fish and wildlife and natural resource agencies. In my previous capacity as executive director of the Pennsylvania Fish and Boat Commission, we worked with Responsive Management on a number of issues and were always thoroughly impressed with their professionalism, concern for and understanding of the needs of the client, and dedication to ensuring that all aspects of their work reflected the highest possible level of scientific integrity.

I strongly recommend Responsive Management.... Their work will be of great value to the quality of the survey, the value of the results, and the acceptance of the project by all involved.

—Douglas J. Austen, Executive Director,
American Fisheries Society

Aloha! Two reasons for this letter. First is to say thank you very much for all the great work you did on the freshwater fishing marketing study. We never imagined that the results would be that positive. Your expertise in asking the focus group questions and writing the surveys has given us a wealth of information. The opportunities provided for both the supporters of freshwater fishing and the environmentalists to work together is wonderful.

—Lynn McCrory, President,
Kauai Economic Development Board

On behalf of the entire staff at The Conservation Fund, I would like to extend my sincerest thanks to you and your wonderful team at Responsive Management for the work on our survey. Your professionalism and diligent work was truly outstanding. Your brilliant team's expertise shined through in every step of the survey process, delighting not only myself, but also our staff and in turn our partners.

I personally sincerely appreciated working with you and your impressive staff. There were many late nights when I was thankful to be working with such a competent and hard-working team. My expectations were considerably surpassed. The meaningful work that you and your staff put in to the survey allowed for our July Real Estate Summit to be a great success. In addition, your presentation at the Summit allowed for all of our staff to properly understand the results and how we need to interpret our partners' needs in order to plan for the future of The Conservation Fund. Your candor, critical thoughts, and vast expertise have allowed for us to move forward on a firm foundation.

—Meg McCants, The Conservation Fund

Mark, recently you spoke in Iowa at DNR wildlife statewide. Thanks for one of the best presentations we have ever enjoyed at our statewide meeting.

—Pat Schlarbaum, Natural Resource Tech. II,
Iowa Department of Natural Resources

Mark Damian Duda is one of the nation's foremost researchers on public attitudes toward the environment.

—Associated Press

Mark Duda, executive director of Responsive Management, has worked with the Florida Wildlife Federation on a number of projects and was our Conservation Educator of the Year for his work in applying an understanding of people to wildlife issues. I highly recommend his and Responsive Management's abilities for work you have involving your constituency and wildlife issues, training workshops for your employees, or public opinion/attitude surveys.

—Manley K. Fuller III, President,
Florida Wildlife Federation

On behalf of Ducks Unlimited, I wish to thank you and your team at Responsive Management for your outstanding work.... You and your staff were pleasant, easy to work with, and very professional.... The questions and analysis were right on target to address important issues in habitat conservation.

—James K. Ringelman, Director of Conservation
Programs, Ducks Unlimited Inc.

If there is anyone who can predict the future of our industry, he's it.

—Florida Outdoor Writers Association

Contact us for additional client references.

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INTRODUCTION

Responsive Management is an internationally recognized survey research firm specializing in attitudes toward natural resource and outdoor recreation issues. Our mission is to help agencies, businesses, organizations, and institutions of higher learning better understand and work with their constituents, customers, and the public. **Responsive Management has conducted survey research and other forms of public opinion data collection for 28 years.**

Responsive Management is based in Harrisonburg, Virginia—all work for this contract will be completed at the primary office address listed below. Responsive Management will not subcontract any portion of this contract—all work will be performed in-house by Responsive Management's professional staff of research associates and telephone interviewers.

| | |
|--------------------------|--|
| Firm Name: | Responsive Management |
| FEIN: | 54-164-2830 |
| Date Established: | 1990 |
| Ownership: | Corporation |
| Primary Contact: | Mark Damian Duda, Executive Director |
| Primary Address: | 130 Franklin Street Harrisonburg, VA 22801 |
| Phone Number: | (540) 432-1888 |
| Fax Number: | (540) 432-1892 |
| E-mail Address: | mark@responsivemanagement.com |
| Website: | www.responsivemanagement.com |

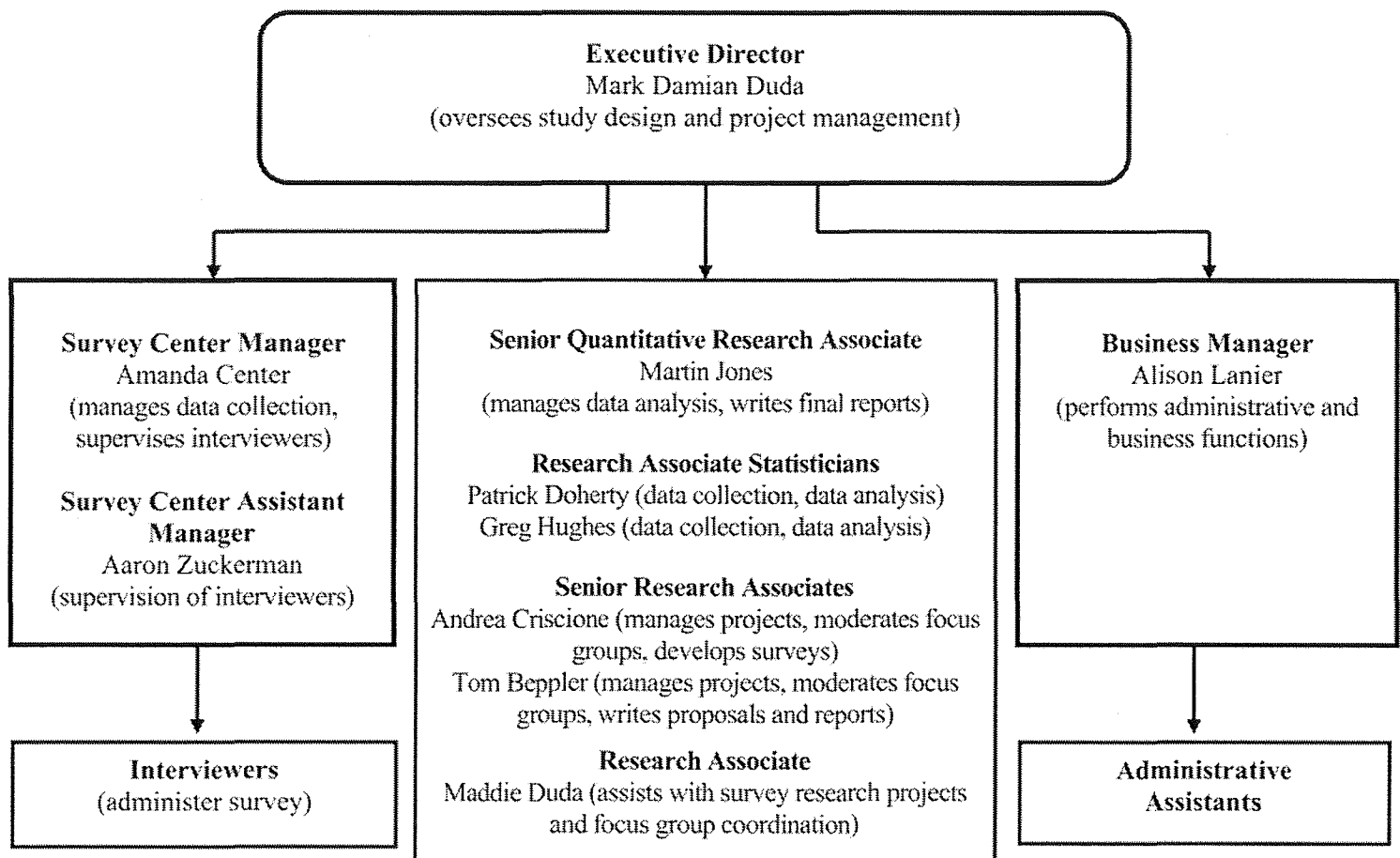
ORGANIZATIONAL STRUCTURE, COMPANY SIZE, AND HOURS OF OPERATION

Responsive Management consists of ten full-time staff members, including an Executive Director, Statisticians, Survey Center Managers, Qualitative and Quantitative Research Associates, and a Business Manager. Responsive Management also employs 75 professional interviewers who conduct telephone surveys and other data collection.

Responsive Management full-time staff hours of operation are 9:00 a.m. to 6:00 p.m., Monday through Friday. Survey telephone interviews are conducted Monday through Friday from 12:00 p.m. to 9:00 p.m., Saturday from 10:00 a.m. to 4:00 p.m., and Sunday 3:00 p.m. to 9:00 p.m., local time.

Responsive Management does not currently hold a Federal Wide Assurance (FWA) Number; in the event that a contract from VCU is awarded, Responsive Management will obtain an FWA Number as soon as possible prior to conducting any work under the contract (the VCU Institutional Review Board will be added as a designated IRB for review of research).

The following organizational chart illustrates the lines of authority for Responsive Management and project assignments:



QUALIFICATIONS OF THE FIRM

For the past three decades, Responsive Management has conducted telephone, mail, and online surveys, as well as multi-modal surveys, on-site intercepts, focus groups, personal interviews, needs assessments, program evaluations, and other forms of research measuring public opinions and attitudes. Utilizing our in-house, full-service survey facilities with 75 professional interviewers, we have conducted studies in all 50 states and 15 countries worldwide, totaling more than 1,000 projects. Each year, Responsive Management completes 30-40 survey research projects entailing CATI administration of survey questionnaires; each project typically requires 500-2,000 completed interviews, with the average survey length being 12-15 minutes.

Responsive Management has 22 interviewer workstations equipped with CATI software.

Responsive Management specializes in research studies concerning public attitudes toward the environment, natural resources, wildlife, and outdoor recreation. However, Responsive Management has conducted data collection and other survey research for a range of clients over the past three decades, with projects spanning a diverse array of topics including public attitudes toward important social, economic, and political issues; opinions on litter abatement, recycling, water quality, and sea level rise; opinions on wildlife and natural resource management; public attitudes toward community development and parks and recreation planning; and more.

Responsive Management routinely provides data collection for the nation's top universities, including Auburn University, Colorado State University, Duke University, George Mason University, Michigan State University, Mississippi State University, North Carolina State University, Oregon State University, Penn State University, Rutgers University, Stanford University, Texas Tech, University of California-Davis, University of Florida, University of Montana, University of New Hampshire, University of Southern California, Virginia Tech, West Virginia University, and many more. We are currently working with Colorado State University on a major nationwide longitudinal trend study concerning American residents' wildlife values.

Responsive Management has also conducted research for every state fish and wildlife agency and most of the federal resource agencies, including the U.S. Fish and Wildlife Service, the National Park Service, the U.S. Forest Service, the Bureau of Land Management, the U.S. Coast Guard, and the National Marine Fisheries Service. We have also provided research for many nonprofit and nongovernmental organizations, including the National Wildlife Federation, the Archery Trade Association, the Izaak Walton League, the Rocky Mountain Elk Foundation, Ducks Unlimited, SCI, and Dallas Safari Club. Other nonprofit and NGO clients include Trout Unlimited, the Sierra Club, the American Museum of Natural History, the Ocean Conservancy, the National Association of State Boating Law Administrators, and the BoatUS Foundation.

Responsive Management conducts market research and product testing for numerous outdoor recreation manufacturers and industry leaders, such as Winchester Ammunition, Vista Outdoor (whose brands include Federal Premium, CamelBak, Bushnell, Primos, and more), Trijicon, Yamaha, and others. Our research has been upheld in U.S. Courts, used in peer-reviewed journals, and presented at major wildlife and natural resource conferences around the world. Responsive Management's research has also been featured in many of the nation's top media, including *Newsweek*, *The Wall Street Journal*, *The New York Times*, CNN, and on the front pages of *The Washington Post* and *USA Today*.

Over the past three decades, Responsive Management has conducted more than 1,000 survey research studies on a range of topics and with a number of target populations. Responsive Management follows the highest scientific and ethical standards in conducting surveys to ensure accurate, statistically reliable results. In the development of survey instruments, Responsive Management follows strict guidelines to ensure unbiased questioning. Our surveys ensure the widest possible coverage of the study population and use multiple contact attempts to achieve the highest possible response rates.

Responsive Management has almost 30 years of experience surveying general population consumers as well as businesses and their representatives. Our firm's experience encompasses satisfaction and awareness surveys, surveys to measure participation and usage rates, attitudinal studies, satisfaction studies, and projects examining public opinions and attitudes on a variety of specific subjects. Relevant examples of some of Responsive Management's recent survey research studies include the following:

Opinions of the Surrounding Community Regarding Fort A.P. Hill and Its Activities: This ongoing trend study is conducted for Fort A.P. Hill to determine the opinions of the surrounding community regarding Fort A.P. Hill and its activities. The study entails a scientific telephone survey of residents of the surrounding communities (Caroline, Essex, King George, and Spotsylvania Counties and the City of Fredericksburg).

Henrico County Citizens' Communication Survey: This study was conducted for the Henrico County Government to determine residents' awareness and use of County communications. The study entailed a scientific telephone survey of Henrico County residents, stratified by the five Supervisory Districts in the County.

York County, Virginia, Residents' Opinions on Comprehensive Community Planning: This study was conducted for York County, Virginia to determine residents' opinions on community planning, including their attitudes toward facilities and services in York County and living in York County in general. The study entailed a telephone survey of York County residents 18 years old and older.

Delaware Residents' Outdoor Recreation Use Patterns and Needs: Conducted for the Delaware Department of Natural Resources and Environmental Control, Division of Parks and Recreation, this study involved a telephone survey of Delaware residents to assess their outdoor recreation patterns and their future outdoor recreation needs. The survey included representative samples from five planning regions (North New Castle County, South New Castle County, Kent County, East Sussex County, and West Sussex County) and five municipalities (Milford, Seaford, Dover, Newark, and Wilmington).

Public Survey on the National Hurricane Center's Arrival of Tropical-Storm-Force-Winds Product: This project was undertaken for the National Oceanic and Atmospheric Administration to obtain public attitude data as part of an assessment of the graphics used in advisories and warnings of tropical storms and hurricanes. The study entailed an online survey of a representative sample of the public in which respondents could see and use experimental storm warning graphics, about which they answered questions. The questions were designed to assess

respondents' typical behaviors in prior and recent storm events, their understanding of and ability to use one of four graphics, and their preferences regarding various aspects of the graphic. Notably, this public survey was conducted during the 2017 hurricane season.

Customers' Attitudes Toward Republic Services in the City of Monroe, Washington: This study was conducted for the City Council of Monroe, Washington to determine Monroe citizens' (both residential customers and business customers) attitudes toward their current solid waste service (Republic Services) and the City of Monroe's handling of customer service. This information was used by the Council to determine whether to extend a contract with Republic Services or accept bids from other vendors. The study entailed a telephone survey of Monroe residential and business customers of Republic Services, ages 18 and older.

Survey Regarding the B.P. Oil Spill: This study was conducted to examine Alabama residents' opinions on and willingness to support a coastal protection program funded through a state tax on gasoline and diesel purchases. The research entailed a focus group and survey of Alabama residents 18 years old and older.

Knowledge and Perception of Air Quality Among Northwest Indiana Residents:

Results of Survey and Focus Groups: This study was conducted to determine Northwest Indiana residents' knowledge of air quality issues, the relative importance they place on air quality, their sources of information about air quality, and their awareness of and opinions on specific air quality campaigns. The study entailed a scientific telephone survey of Northwest Indiana residents—specifically, residents of Lake, Porter, and LaPorte Counties—as well as two focus groups with Northwest Indiana residents.

U.S. Virgin Islands Residents' Knowledge of, Attitudes Toward, and Perceptions of Coral Reefs and Coral Reef Management: This study was conducted for the National Oceanic and Atmospheric Administration's Coral Reef Conservation Program to determine U.S. Virgin Islands residents' knowledge of, attitudes toward, and perceptions of coral reefs and coral reef management. The study entailed a scientific dual-mode survey administered by telephone and through in person surveys conducted on site.

Watershed-Literacy Survey of Carson River Watershed Residents: This study was conducted for the Carson Water Subconservancy District to determine Carson River Watershed residents' knowledge of and attitudes toward watershed health, knowledge of basic watershed concepts, and activities or behaviors that may impact the watershed's environment. The study entailed a telephone survey of residents of the Carson River Watershed area in Nevada, ages 18 and older.

Americans' Knowledge of and Attitudes Toward Water and Water-Related Issues: In a study conducted for the American Museum of Natural History to determine public opinion on and knowledge of water-related issues, Responsive Management completed a nationwide study of U.S. residents to determine public knowledge of water pollution and water protection attitudes; identify areas of importance and concern by exploring public attitudes toward environmental issues, water, the ocean, and water resources; and assess support for efforts to

protect water resources. Findings from this study were used to develop the American Museum of Natural History's exhibition on water resources and water protection.

Virginia Residents' Opinions on Black Bears and Black Bear Management: This study was conducted for the Virginia Department of Game and Inland Fisheries to determine Virginia residents' knowledge levels regarding black bears and their opinions on and attitudes toward black bears and black bear management. The survey of Virginia adult residents was designed to explore public acceptance of or intolerance for bear, determine the frequency of encounters and conflicts with bear and how these encounters affect residents' behaviors and patterns, assess public awareness of and attitudes toward various bear management options, and examine results based on geographic and demographic factors.

Understanding the Georgia Public's Perception of Water Issues and the Motivational Messages to Which They Will Respond: Final Report. For this study Responsive Management conducted focus groups and a telephone survey of Georgia residents to better understand their attitudes toward and opinions on water resource issues in Georgia, their willingness to participate in water conservation measures, and the educational messages to which the Georgia public will respond in a statewide water conservation campaign.

Delaware Residents' Attitudes Toward and Behaviors that Affect Water Quality: This study was conducted for the Delaware Department of Natural Resources and Environmental Control to assess Delaware residents' attitudes toward the environment and water quality issues, as well as their behaviors that affect water quality. The study entailed five focus groups conducted in Middletown, Wilmington, Dover, Lewes, and Delmar and a statewide telephone survey of Delaware residents.

Survey of Residents of the Pike Creek Watershed Regarding Attitudes Toward and Behavior Affecting Water Quality: Responsive Management conducted this telephone survey of Delaware residents in the vicinity of Pike Creek for the Delaware Department of Natural Resources and Environmental Control to determine their opinions on and behaviors affecting water quality.

Virginia Hunters', Anglers', and Boaters' Opinions on and Satisfaction with the Department of Game and Inland Fisheries' Law Enforcement Activities: This study was conducted for the Virginia Department of Game and Inland Fisheries to assess hunters', anglers', and boaters' knowledge of, opinions on, and satisfaction with VDGIF law enforcement activities. The study entailed a scientific telephone survey of Virginia hunters, anglers, and boaters.

Opinions on and Behaviors Affecting Water Issues in the Appoquinimink River Watershed Among Watershed Residents: This study was conducted for the Appoquinimink River Association to determine knowledge of, opinions on, and behaviors affecting water issues among residents of the Appoquinimink River watershed. The study entailed a telephone survey of residents from zip codes within the watershed.

The Opinions of Residents of the Barnegat Bay Watershed on Fertilizer Use and the Health of Barnegat Bay. This study was conducted for Rutgers University to determine residents' opinions on and behaviors related to fertilizer use in the Barnegat Bay watershed. The study entailed a telephone survey of residents of the Barnegat Bay watershed in Ocean and Monmouth Counties. The impetus for this study is New Jersey legislation regulating the sale of fertilizer in the state and also requiring a survey that explores community awareness of the legislation and attitudes and behaviors related to fertilizer use and the fertilizer legislation.

Effects of Delaware River Oil Spill on Waterfowl Hunter Behavior and Participation: This study was conducted for the National Oceanic and Atmospheric Administration to determine the effects of the Delaware River oil spill on waterfowl hunter behavior and participation. The study entailed a telephone survey of waterfowl hunters from Camden and Salem Counties in New Jersey and New Castle County in Delaware.

Public Attitudes Toward Groundwater Pollution: Responsive Management conducted a telephone survey of Butte, Montana, residents to assess their opinions on and attitudes toward groundwater pollution issues.

Virginia Landowners' Opinions on and Attitudes toward Wildlife Damage and Wildlife Management: This study was conducted for the Virginia Department of Game and Inland Fisheries to determine the opinions and attitudes on wildlife damage and wildlife management among owners of large tracts of land in Virginia. The study entailed a telephone survey of owners of at least 100-acre tracts in Virginia.

West Virginia Residents' Opinions on and Tolerance Levels of Algae in West Virginia Waters: The West Virginia Department of Environmental Protection's Water Quality Standards Program is designed to monitor and control water quality in accordance with the Clean Water Act. Water Quality Standards are legal criteria established to control the amount of pollution entering West Virginia waters from multiple sources, including industry, wastewater treatment facilities, and runoff. As part of the agency's efforts to develop Standards regarding algae in streams and waterways in West Virginia, this study was conducted for the DEP to identify the public's threshold for algae and to assess the impact of algae levels on public recreational water use, such as swimming, fishing, and boating. The study entailed a statewide telephone survey of West Virginia residents.

Boat Owners' Opinions on Factors Influencing Their Decision on Where to Register Their Boat: This study was conducted for the Maryland Department of Natural Resources and the University of Maryland to determine the extent to which various factors influence boat owners to register their vessel in a particular state. A key objective of this project was to explore whether a cap on the Maryland vessel excise tax that occurred in 2013 encouraged boaters to register a vessel in Maryland specifically. The study entailed a scientific multi-modal survey of owners of boats valued at \$100,000 or more registered in Maryland or in various other states.

Delaware Residents' Opinions on Climate Change and Sea Level Rise: This study was conducted for the Delaware Department of Environmental Control to determine Delaware residents' opinions on climate change and sea level rise. Specifically, this study was designed to assess Delaware residents' and stakeholders' awareness and understanding of key issues regarding climate change and sea level rise; to determine their perception of its overall effect on the economy and ecology of the state; and to explore public opinion regarding long range planning for sea level rise loss and damage prevention.

Georgia Residents' Opinions on and Participation in Recycling: Responsive Management completed an image testing study for the Georgia Department of Community Affairs to determine residents' opinions on and participation in recycling. For this project, Responsive Management partnered with Hill & Knowlton, R.W. Beck, and Elevation Brand to assist in the development and implementation of an effective statewide recycling communications campaign to increase recycling participation and recovery rates throughout the State of Georgia. The research findings were used to assist in the development of a statewide recycling promotional campaign to create awareness and educate target audiences and Georgia residents in general about recycling.

A Study of Ohio River Contact Recreational Use, Characteristics of Contact Recreational Use, and Site-Specific Fish Consumption Rates: Responsive Management completed a major study to determine public use of the Ohio River. This project involved multi-phase, multi-modal research to measure contact recreational use and fish consumption among users of the Ohio River who use the river from the point of its primary source confluence (Pittsburgh, Pennsylvania) to its point of discharge (Cairo, Illinois). The study provided baseline data on how many people use the Ohio River for contact recreation, how frequently and when the Ohio River is used for contact recreation, site-specific frequency use, and site-specific Ohio River fish consumption rates. For this project, Responsive Management conducted on-site intercept surveys and a telephone survey in eight states bordering the Ohio River.

Delaware Decision-Makers' Attitudes Toward Coastal Resilience and Related Management Issues: The proposed study entails a series of focus groups conducted with community decision-makers throughout Delaware to understand their knowledge, experience, opinions, and concerns related to coastal resilience issues, as well as the extent to which such issues have environmental, biological, economic, and social implications.

Corpus Christi Residents', Visitors', and Business Operators' Attitudes Toward the Illegal Feeding and Harassment of Wild Dolphins: This study was conducted for the National Oceanic and Atmospheric Administration's National Marine Fisheries Service to measure public awareness and knowledge of dolphin conservation, assess participation in marine recreational activities and interactions with wild dolphins, and determine the effectiveness of NMFS-supported public outreach efforts in Corpus Christi, Texas. A similar study was conducted in 2011 in Panama City, Florida. As was done in the 2011 study, this project entailed surveys of three groups in Corpus Christi, residents, visitors to the area, and local water-based and dolphin-related commercial businesses.

Media and Messages Encouraging the Use of Personal Flotation Devices: This study was conducted for BoatU.S. and involved a telephone survey of boating participants to determine the effectiveness of various media and messages encouraging the use of personal flotation devices.

Georgia Residents' Opinions on Litter and Anti-Littering Programs in Georgia: This study was conducted to help the Department identify negligent litter sources and establish a baseline of negligent litterers' awareness of littering and the impact it has on their community; to gauge the effectiveness of the various aspects of Georgia's litter prevention communications campaign on changing the public perception and awareness of litter, littering issues, and littering behavior; to further the development and implementation of a creative and innovative statewide litter prevention and awareness communication campaign for the State of Georgia; and to measure litter prevention awareness during and after the campaign to evaluate the effects and impact of campaign efforts.

Litter Prevention in Georgia: Responsive Management and Cookerly Public Relations/Planet Studio were commissioned by the Georgia Governor's Office and the State of Georgia's Litter Abatement and Prevention Initiative to conduct baseline research to determine Georgia residents' opinions on litter, littering practices, and anti-littering programs in Georgia; to develop messaging strategies and communications that would resonate with audiences based on a solid foundation of public opinion research; to identify the best branding, marketing, and campaign slogan; and to assist in the development of litter prevention education and outreach efforts.

Recycling in Georgia: Responsive Management partnered with Hill and Knowlton and Elevation Brand to assist in the development of a statewide recycling communication and education campaign. Responsive Management assisted with communications, message testing, identification of target audiences, and recommendations for campaign branding, education, and outreach. Responsive Management uniquely contributed to the success of this campaign because our research proved instrumental in determining the overall direction of the marketing/branding campaign. The branding team provided an initial image and marketing campaign that Responsive Management tested with more than 500 Georgia residents.

Washington State Parks Survey: This study was conducted for the Washington State Parks and Recreation Commission to determine Washington State residents' use of state parks and facilities, their motivations for and constraints to visiting state parks, their opinions on state park management and funding, as well as other park-related and environmental issues. The major objective of the survey was to identify and assess attitudes toward and preferences regarding public outreach and awareness of Centennial 2013 organizational focus; travel and tourism behaviors and park use patterns; public linkages, such as volunteering and sponsorships; and performance measurement.

Oregon Residents' Opinions on and Values Related to the Oregon Department of Fish and Wildlife: This study was conducted for the Oregon Legislative Task Force on Funding for Fish, Wildlife, and Related Outdoor Recreation and Education to determine Oregon residents' attitudes toward wildlife and wildlife-related funding, as well as their knowledge of and opinions on the Oregon Department of Fish and Wildlife and its efforts. The study entailed a scientific telephone survey of Oregon residents.

QUALIFICATIONS OF THE STAFF

As mentioned, Responsive Management will not subcontract any portion of this contract—all work will be performed in-house by Responsive Management's professional staff of research associates and telephone interviewers.

Mark Damian Duda, Executive Director (Project Manager)

Project Role: Oversight and management of all project tasks, including survey design and development, data collection, and ongoing coordination with the VCU project team.

Mark Damian Duda is the Executive Director of Responsive Management. Mark holds a master's degree with an emphasis on natural resource policy and planning from Yale University, where he attended on two academic scholarships. He has led Responsive Management since the firm's inception in 1990. Over the past 28 years, Mark has conducted more than 1,000 survey research studies on a range of topics, with emphasis on how people relate to natural resources, the environment, wildlife, and the outdoors. Mark is the author of four books on wildlife and outdoor recreation.

Mark's research has been upheld in U.S. District Courts; used in peer-reviewed journals; and presented at major natural resource and wildlife conferences around the world. His work has also been featured in most of the nation's top media, including NPR's "Morning Edition," CNN, *The New York Times*, *Newsweek*, and the front pages of *The Wall Street Journal*, *The Washington Post*, and *USA Today*.

Mark has been named Conservation Educator of the Year by both the Florida Wildlife Federation and National Wildlife Federation, was a recipient of the Conservation Achievement Award from the Western Association of Fish and Wildlife Agencies, and was named Wildlife Professional of the Year by the Virginia Wildlife Society. He also received the Conservation Achievement Award in Communications from Ducks Unlimited, as well as an award from the Potomac Ducks Unlimited Chapter for his contributions as a researcher and writer.

Martin F. Jones, Senior Quantitative Research Associate

Project Role: Management of survey coding and data collection.

Marty Jones is Senior Quantitative Research Associate with Responsive Management. He has been with Responsive Management for 18 years. Marty serves as the lead technical report writer and is credited with writing and developing more than 300 surveys and reports of research findings. For this contract, Marty will manage the survey coding and oversee the data collection. Marty holds a master's degree in geography from the University of Vermont and a bachelor's degree as a double major in English and geography from James Madison University. Prior to joining Responsive Management, Marty headed the technical writing department for a major engineering firm in Northern Virginia that conducted extensive wetlands and land-use research. Marty recently managed the data analysis and report writing for a study for the Delaware Department of Natural Resources and Environmental Control to determine state residents' participation in recycling, their knowledge of recycling regulations, and their opinions on recycling in general and recycling regulations in particular. The study entailed a scientific telephone survey of Delaware residents.

Andrea Criscione, Senior Research Associate**Project Role: Coordination of survey design and development.**

Andrea Criscione is a Research Associate with Responsive Management and a leader in survey design and development. She has been with Responsive Management for 14 years. Since joining Responsive Management, Andrea has assisted with and served as project manager for numerous survey research and focus group studies examining public opinion on a range of issues. She is credited with writing and developing over 200 surveys of general population residents and specialized respondent groups. She holds a master's degree in English from Virginia Tech, with a concentration in communication studies, and a bachelor's degree in sociology from Bridgewater College. Andrea was recently the project manager for a watershed-literacy survey of Carson River Watershed residents—the study was conducted for the Carson Water Subconservancy District to determine Carson River Watershed residents' knowledge of and attitudes toward watershed health, knowledge of basic watershed concepts, and activities and behaviors that impact the watershed's environment. The study entailed a telephone survey of residents of the Carson River Watershed area in Nevada, ages 18 and older.

Tom Beppler, Senior Research Associate**Project Role: Assistance with survey development.**

Tom Beppler is a Research Associate with Responsive Management. He has been with Responsive Management for 12 years. He received his bachelor's degree in English from James Madison University. Since joining Responsive Management, Tom has served in a versatile capacity as a project manager, focus group moderator, qualitative analyst, and quantitative survey report writer. Tom has written several publications including a handbook for conducting scientifically defensible survey research. Tom recently served as the project manager for a research project for the Northwestern Indiana Regional Planning Commission to determine Northwest Indiana residents' knowledge of air quality issues, the relative importance they place on air quality, their sources of information about air quality, and their awareness of and opinions on specific air quality campaigns. The study entailed a scientific telephone survey of Northwest Indiana residents—specifically, residents of Lake, Porter, and LaPorte Counties—as well as two focus groups with Northwest Indiana residents.

Patrick Doherty, Research Associate Statistician**Project Role: Survey coding and preparation of data deliverables.**

Patrick Doherty is a Research Associate Statistician with Responsive Management. He has been with Responsive Management for 7 years. Patrick received his bachelor's degree from the College of William and Mary, Virginia. Since joining Responsive Management, Patrick has been responsible for computer coding survey instruments and data analysis. Patrick recently managed the survey coding and data analysis for a study for the National Oceanic and Atmospheric Administration's Coral Reef Conservation Program to determine U.S. Virgin Islands residents' knowledge of, attitudes toward, and perceptions of coral reefs and coral reef management. The study entailed a scientific dual-mode survey administered by telephone and through in-person surveys conducted on site.

Greg Hughes, Research Associate Statistician**Project Role: Assistance with survey coding and cleaning of data.**

Greg Hughes is a Research Associate Statistician with Responsive Management. He has been with Responsive Management for 5 years. Greg holds a bachelor's degree in civil engineering from West Virginia University. With experience in hydrologic and hydraulic analysis and project management, Greg's background has enabled him to be extremely versatile at Responsive Management, fulfilling both technical writer and statistician duties. Greg recently managed the data analysis for a study to determine Northwest Indiana residents' knowledge of air quality issues, the relative importance they place on air quality, their sources of information about air quality, and their awareness of and opinions on specific air quality campaigns. The study entailed a scientific telephone survey of Northwest Indiana residents as well as two focus groups with Northwest Indiana residents.

Alison J. Lanier, Business Manager**Project Role: Coordination of survey sample and project contracting.**

Alison Lanier has worked as the Business Manager of Responsive Management for two decades and is familiar with all logistical aspects of survey research. Alison performs administrative duties; maintains databases, accounts, and payroll and conducts business planning. Although Alison's primary duties relate to her position as Business Manager, she also coordinates the acquisition of Responsive Management's survey samples and manages focus group projects. Alison received her bachelor's degree in international business from James Madison University.

Amanda Center, Survey Center Manager**Project Role: Supervision of telephone survey center.**

Amanda Center is the Survey Center Manager for Responsive Management. She holds a master's degree in public administration from Walden University. As Survey Center Manager, Amanda is responsible for survey implementation and project supervision, including direct supervision of 75 professional interviewers. Amanda conducts in-depth project briefings with interviewing staff prior to working on each study and also closely monitors telephone workstations, thereby providing strict control over the data collection process. Amanda manages the survey implementation portion of studies, supervising interviewer staff and monitoring data collection to ensure quality and to ensure that the results are representative of demographic and geographic population distributions.

Interviewers**Project Role: Survey implementation via telephone data collection.**

Responsive Management maintains a full-service, state-of-the-art computer-assisted telephone survey center with 75 professional interviewers who conduct telephone surveys on a range of topics. To ensure that the data collected are of the highest quality, the interviewers are trained through lectures, role-playing, and video training, according to the standards established by the Council of American Survey Research Organizations. Responsive Management employs five professional interviewers with bilingual capabilities (English/Spanish).

REFERENCES

Title: Understanding Public Values toward Wildlife in the United States

Summary: Responsive Management is currently working with Colorado State University, the Western Association of Fish and Wildlife Agencies, and the Midwest Association of Fish and Wildlife Agencies on a major longitudinal study examining U.S. residents' wildlife values. The largest study of its kind ever undertaken on how the public relates to wildlife and conservation, the project entails surveys with residents in all 50 states and will determine how values differ across states, regions, and the nation as a whole. The survey examines how people think wildlife and animals may be used and what they perceive as the most important priorities for fish and wildlife management. (Please visit www.wildlifevalues.org for more information.)

Reference: Tara Teel, Colorado State University

Phone: 970-491-7729

Email: tara.teel@colostate.edu

Title: The Opinions of Residents of the Barnegat Bay Watershed on Fertilizer Use and the Health of Barnegat Bay

Summary: This study was conducted for Rutgers University to determine residents' opinions on and behaviors related to fertilizer use in the Barnegat Bay watershed. The study entailed a telephone survey of residents of the Barnegat Bay watershed in Ocean and Monmouth Counties. The impetus for this study was New Jersey legislation regulating the sale of fertilizer in the state, which also required a survey exploring community awareness of the legislation and attitudes and behaviors related to fertilizer use and the fertilizer legislation. The survey was limited to residents who had their own lawn and/or garden on their property.

Reference: Melanie Reding, Jacques Cousteau National Estuarine Research Reserve / Rutgers University

Phone: 609-812-0649 x206

Email: reding@marine.rutgers.edu

Title: Environmental Learning in the San Francisco Bay Area

Summary: This study was conducted for Stanford University to explore San Francisco Bay Area residents' opinions on environmental issues of importance. The study entailed a scientific telephone survey of San Francisco Bay Area residents 18 years old and older. The survey instrument entailed complex branching and skip patterns and examined respondent attitudes toward air pollution, vehicle emissions, and smog; energy and fossil fuels; gas prices; climate change and greenhouse gases; recycling; oil drilling and production; water pollution; and water supply issues. It also examined respondent sources of information and learning, propensity to take action on behalf of environmental issues, and conservation/stewardship values.

Reference: Nicole Ardoin, Stanford University

Phone: 650-721-2231

Email: nmardoin@stanford.edu

WORK PLAN

GENERAL

Responsive Management will employ an interactive approach to the overall study design and will work collaboratively with VCU on all aspects of the data collection for each individual survey project via conference calls and progress updates. It is proposed that each survey project begin with a conference call between Responsive Management and the VCU project team to review methodology and project goals and objectives.

INITIAL PLANNING MEETING

Responsive Management envisions a collaborative partnership and will seek input from VCU throughout the entire research process. The initial meeting will offer an opportunity for Responsive Management and VCU to review the research plan and set the parameters for the data collection. During the initial meeting, Responsive Management will also review the sampling plan with VCU and discuss content for the survey instrument. Following the initial meeting, Responsive Management will begin preparing and coding the survey questionnaire and will work cooperatively with VCU to make revisions or changes to the survey instrument.

DESIGN AND PRETEST SURVEY

Questionnaire Design and Pretesting

Responsive Management will work collaboratively with VCU to finalize the survey instrument for each individual project based on the information or draft provided by VCU. Questionnaire content will ultimately be determined by VCU, with input and recommendations from Responsive Management as necessary. Responsive Management will submit draft surveys and will work collaboratively with VCU to finalize the instrument.

Responsive Management ensures rigorous quality control efforts. Its surveys are subject to detailed in-house review by associate staff and professional interviewers prior to pretesting. Responsive Management's professional associates will review each questionnaire for content, format, question-flow, and Computer-Assisted Telephone Interviewing (CATI) adaptability. Responsive Management will provide any recommended modifications to VCU based on previous experience conducting similar surveys. Responsive Management's research associates will then computer code the survey for the CATI system, and its professional interviewers will complete an internal review of the questionnaire.

During Responsive Management's internal review of the questionnaire, each interviewer will complete the survey several times using many different answer sets to ensure the accuracy of phrasing, flow, and skip patterns. After completing an internal review, Responsive Management will pretest the survey with a representative sample of residents and recommend revisions based on pretest results. A minimum of 3% of the total number of cases will be included in the pretest. Responsive Management will work collaboratively with VCU to develop additional questions or make revisions to the survey as necessary to meet the goals and objectives of the study, based on pretest results. This design process will ensure that the survey meets the exact needs of the study. Final approval of the methodology and survey will be obtained from VCU prior to implementation.

ADMINISTER SURVEY

Sample Size and Selection

In the United States, the use of a wireless telephone as an individual's sole telecommunications device has increased dramatically. As a result, research firms that do not conduct telephone surveys using both landline and wireless (i.e., cellular) telephone numbers may obtain biased or skewed results, particularly for certain demographic groups. For this reason, all general population telephone surveys will be conducted using a dual-frame sampling plan, incorporating both landline and wireless telephone numbers to ensure maximum coverage and representation of the general population, including young adults, singles, and mobile-only households.

The Transition to Dual-Frame Sampling in Telephone Data Collection

Landline Random Digit Dialing (RDD) was the gold standard for telephone surveys that required a probability sample. It became the best way to survey the general population in the 1970s, when it was found that telephone surveys using listed numbers as a sampling frame suffered from systematic bias due to the exclusion of people with unlisted telephone numbers, who were found to be different in relevant ways from the general population (see Robert Oldendick and Dennis Lambries, "Differences in an RDD and List Sample: An Experimental Comparison," paper presented at the annual meeting of the American Association for Public Opinion Research, Phoenix, Arizona, May 2004). RDD was accepted as the general solution to this problem because it included unlisted numbers, since it did not rely on any listings at all but instead simply used sets of likely telephone numbers. However, RDD began to receive closer scrutiny during the 1990s due to two factors: (1) increasing proportions of non-residential and non-working numbers in RDD samples were driving up the cost of RDD, and (2) the increasing use of wireless telephones was creating another subset of potential survey respondents who might have a lower probability—or zero probability, if they were cell-phone-only (CPO) individuals—of being included in a landline RDD sample. The problem with coverage and costs led most users of RDD samples to begin including strategies for random-digit dialing of cell phone numbers, which only added to the former issues of cost and time.

Ironically, the rise of CPO and cell-phone-mostly individuals, together making up a majority of the population in 2012 (according to National Center for Health Statistics, which can be found on the www.cdc.gov website), while posing a challenge to all telephone survey research, has also opened a new opportunity. The overwhelming majority of households with unlisted landline numbers also have cell phones (see Thomas M. Guterbock, et al, "From Dual Frame to Triple Frame: An Assessment of Coverage Bias in a Telephone Survey Design: Combining RDD, Directory-Listed and Cell Phone Samples," presentation to the American Association for Public Opinion Research, Phoenix, Arizona, May 2011). Approximately 43% of all adults live in a household with only a cell/wireless phone (again, according to National Center for Health Statistics). Therefore, if an RDD cell phone sample were used together with a database of listed telephone numbers (the most comprehensive being the Electronic White Pages), the two combined would theoretically provide nearly universal coverage of the entire phone-using population. The coverage rate is estimated to be 97.7% of U.S. households—only 2.3% have no telephone at all (landline or cell).

This theory has been tested by researchers at the University of Virginia, who combined the dual-frame methods (listed telephone numbers and RDD cell phone) with RDD landline samples to create a “triple-frame” approach. The RDD landline sample was included because, at that early stage of testing, it was considered necessary to provide a test of the coverage provided by the Electronic White Pages. In several stages of testing, the triple-frame approach was found to provide results that were comparable to an RDD dual-frame sample and far superior to an RDD landline sample. Ultimately, however, the triple-frame approach showed that the dual-frame sampling approach still worked and was a cost-effective way to sample—in other words, the triple-frame approach was not so much markedly better than the dual-frame approach to justify its extra cost. Responsive Management has been routinely using the dual-frame sampling approach for several years and recommends that it be used for the general population telephone surveys under this contract.

Questionnaire Programming Language

The accuracy and quality of data is vital to scientifically defensible survey research. For this reason, Responsive Management conducts telephone interviews using Questionnaire Programming Language (QPL), which is a comprehensive system for CATI that provides complete capabilities for designing, administering, and managing telephone-based research operations. The use of this program enhances the flow of data entry by eliminating unnecessary questions (e.g., follow-up questions will only be shown for questions that apply). The survey instrument is programmed to automatically skip, code, and/or substitute phrases in the survey based upon previous responses, as necessary, for the logic and flow of the interview. Any respondent-specific data provided can be programmed to appear to the interviewer as part of the text of any question or as a branching control or skip pattern. Additionally, questions within each topic block will be randomized in order to avoid any potential bias.

Because Responsive Management uses CATI software for telephone interviews and data entry, its staff is very familiar with questionnaire design that requires complex skip logic and branching patterns and will ensure accurate survey design and QPL coding. Although the QPL system automates the telephone survey process and data entry, it is *not* an automated system: a live, professionally-trained interviewer will conduct the surveys with respondents and enter the data into the QPL system as the interview is conducted, thereby ensuring the accuracy and instantaneous availability of data. Survey data will be entered into the computer as the interview is being conducted, thereby eliminating any potential subsequent data-entry errors. Additionally, QPL can automatically check data upon entry for inconsistencies to ensure the integrity of data collection.

Telephone Interviewing Procedures and Facilities

High-quality data collection is critical to survey research. Responsive Management maintains its own centrally located, in-house telephone interviewing facilities. These facilities are staffed by professional interviewers with experience conducting computer-assisted telephone interviews, working under the close supervision of the Responsive Management professional staff.

To ensure that the data collected are of the highest quality, the interviewers are trained through lectures, role-playing, and video training, according to the standards established by the Council of American Survey Research Organizations. The Survey Center Manager will conduct in-depth

project briefings with the interviewing staff prior to their work on this study. Interviewers will be instructed on survey goals and objectives, the type of study, handling of survey questions, interview length, termination points and qualifiers for participation, reading of interviewer instructions, reading of the survey, reviewing of skip patterns, and probing and clarifying techniques necessary for specific questions on the survey.

Through use of the computer-assisted interviewing facilities, the survey data will be entered into the computer as the interview is being conducted, thereby eliminating any potential subsequent data-entry errors. After the interviews are obtained, the Survey Center Manager and/or statisticians will check each completed survey to check for clarity, completeness, and format. The Survey Center Manager will also monitor the telephone workstations without the interviewers' knowledge of which interviews will be monitored, thereby allowing the Survey Center Manager to maintain strict quality control over the data collection process.

Interviews will be conducted Monday through Friday from 12:00 p.m. to 9:00 p.m., Saturday from 10:00 a.m. to 4:00 p.m., and Sunday 3:00 p.m. to 9:00 p.m., local time. A five-callback design will be used to maintain the representativeness of the sample, avoid bias toward people easy-to-reach by telephone, and provide an equal opportunity for all to participate. The five-callback system uses a total of at least four subsequent calls, often as many as eight, to each unanswered number selected in the original sample. Subsequent calls will be placed at different times of the day and different days of the week. In addition, respondents who decline to participate because of inconvenience will be called again to encourage their participation or to set an appointment for their participation. Converting refusals into completed interviews is an important part of Responsive Management's contact plan to help minimize nonresponse.

Please note that Responsive Management interviewers do not use predictive dialers when administering telephone surveys.

Web-Hosted Survey Procedures

Responsive Management routinely uses web-hosted (i.e., online) surveys to supplement telephone survey data collection and/or to increase response rates by providing a further option for survey completion for certain respondent groups.

Responsive Management conducts online surveys via user-friendly online software (e.g., Survey Gizmo or a similar platform). This software enhances the flow of data entry by eliminating unnecessary questions (e.g., follow-up questions will only be shown for questions that apply). As with the CATI software for phone surveys, the online survey is programmed to automatically skip, code, and/or substitute phrases in the survey based upon previous responses, as necessary, for the logic and flow of the interview. Through use of the online system, the survey data are immediately available to directly import it into Responsive Management's data analysis software. The online surveying platform also allows respondents to complete the survey at a time and day of their choosing, thereby minimizing respondent burden and helping to increase response rates.

DELIVERABLES

Responsive Management will provide the following deliverables for each survey project completed for VCU:

- Data cleaned in accordance with the data collection software capabilities
- Value and variable labels
- A data dictionary
- The full call record, including final dispositions and open-ended responses
- A complete explanation of the data collection methodology, including a description of interviewer training; a description of the pretest; interviewing dates and times; a response rate calculated using CASRO/AAPOR formula; sampling error; and any relevant notes regarding interview content, execution, and/or problems or other issues.

Responsive Management will also provide VCU with a monthly one-page recap report highlighting any “course of business” problems occurring during the preceding 30 days of contract work.

WORK SCHEDULE / TIMELINE

While the exact work schedule and timeline for each survey project depend on the length of the survey and the number of completed interviews required, Responsive Management anticipates the following timeline for the completion of a representative 11-13 minute survey requiring 800 completed interviews:

- Call with VCU to discuss content/sampling plan: Within 1 week of project notification
- Finalize and code survey: Within 1 week
- Pretest survey: 1 day
- Administer survey: 5 days
- Clean data, provide VCU with data deliverables: Within 2 days of final data collection

OUTCOMES AND PERFORMANCE MEASUREMENT

Outcomes and performance measurements will be examined for each individual survey project. Typical performance measurements relate to the field data collection for the survey itself and include the average survey length; the average respondent eligibility or incidence rate; the number of surveys completed per hour as well as the total number of surveys completed each day/evening; details related to the calling effort and results relative to each landline or cellular sample (e.g., how many numbers in the sample were used to obtain the necessary number of completed interviews, and how many times a respondent is contacted before a survey is completed with the individual).

Responsive Management also categorizes each number in each sample using standard disposition notations, including numbers designated as callback, no answer, busy signal, answering machine, deaf/language barrier, business/government number, terminated interview, disconnected number, refusal to complete survey, not eligible for survey, or completed interview.

The survey response rate will be calculated by dividing the number of completed interviews by the number of all eligible telephone numbers. An eligible number is a working telephone number in a residence with someone with whom an interviewer can speak (e.g., not hearing-impaired)

and who meets the criteria for the study. Therefore, the only numbers not included in the response rate are business or government office numbers, deaf/language-barrier numbers (i.e., languages other than English or Spanish), non-eligible respondents, and inactive or disconnected numbers.

OVERALL RISK

Responsive Management's substantial experience conducting survey research projects minimizes any potential risks to the success of the work: in almost 30 years of continuous, uninterrupted survey projects for a variety of federal, state, nonprofit, higher learning institution, and private sector clients, Responsive Management has never gone over budget or over deadline. Responsive Management offers the following observations regarding potential project risks:

- **Staff Turnover:** Most of Responsive Management's professional interviewing staff have been with the firm for two years or longer. Responsive Management acknowledges that a small amount of staff turnover is possible, although our firm's survey center managers are adept at anticipating staffing needs based on project load and deadlines. Responsive Management also operates a satellite office with additional interviewing staff during periods of high project load. Any problematic staff turnover will be reported to VCU immediately so as to plan for project needs (note, however, that Responsive Management does not anticipate such a scenario).
- **Lower Incidence Surveys:** The RFP indicates that some projects will entail surveys of populations with lower incidence rates. As would be expected, interviews for these projects may take longer to complete than interviews with incidence rates of 80% or higher. Responsive Management will maintain continuous communication with VCU regarding progress updates and the status of ongoing survey research projects. Please also note that Responsive Management has never fallen short of a quota for completed survey interviews.
- **Difficulty Obtaining Survey Sample:** Certain survey samples, such as those of business owners and executives, may be somewhat challenging to acquire (in comparison to standard general population landline and cellular samples). Responsive Management will work with VCU to the fullest extent possible to address any challenges in obtaining such samples—any concerns regarding sample acquisition will be communicated clearly at the outset of a survey project. Note that it is the understanding of Responsive Management that VCU will be able to provide sample lists of business owners and executives for some of these projects.

SMALL, WOMEN-OWNED AND MINORITY-OWNED (SWAM) BUSINESS COMMITMENT

Please see the first attachment to the proposal for Responsive Management's completed Appendix I.

EXCEPTIONS

Responsive Management does not take exception to any of the requirements, terms, or conditions stated in RFP #8077814AA. (Attachment III ["Exceptions"] is included as an attachment.)

PRICE PROPOSAL

1. Total Fixed Pricing: Landline Telephone Interviews

| | |
|---|----------------------------|
| Vendor Name: Responsive Management | |
| ITEM DESCRIPTION | Landline Interviews |
| Total Fixed CPI Pricing: | Price |
| Number of Annual Survey Projects: | |
| CPI Pricing | |
| (1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews: | |
| Average Interview Length | |
| 5-7 minutes | \$19.98 |
| 8-10 minutes | \$29.97 |
| 11-13 minutes | \$39.96 |
| 14-16 minutes | \$49.95 |
| 17-19 minutes | \$59.94 |
| 20-22 minutes | \$69.93 |
| (2) Twenty-six (26) up to (and including) fifty (50) survey projects: | |
| Average Interview Length | |
| 5-7 minutes | \$19.98 |
| 8-10 minutes | \$29.97 |
| 11-13 minutes | \$39.96 |
| 14-16 minutes | \$49.95 |
| 17-19 minutes | \$59.94 |
| 20-22 minutes | \$69.93 |
| (3) Fifty-one (51) and more survey projects: | |
| Average Interview Length | |
| 5-7 minutes | \$19.98 |
| 8-10 minutes | \$29.97 |
| 11-13 minutes | \$39.96 |
| 14-16 minutes | \$49.95 |
| 17-19 minutes | \$59.94 |
| 20-22 minutes | \$69.93 |

2. Total Fixed Pricing: Cell Phone Interviews

| | |
|---|------------------------------|
| Vendor Name: Responsive Management | |
| ITEM DESCRIPTION | Cell Phone Interviews |
| Total Fixed CPI Pricing: | Price |
| Number of Annual Survey Projects: | |
| CPI Pricing | |
| (1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews: | |
| Average Interview Length | |
| 5-7 minutes | \$22.98 |
| 8-10 minutes | \$34.47 |
| 11-13 minutes | \$45.96 |
| 14-16 minutes | \$57.45 |
| 17-19 minutes | \$68.94 |
| 20-22 minutes | \$80.43 |
| (2) Twenty-six (26) up to (and including) fifty (50) survey projects: | |
| Average Interview Length | |
| 5-7 minutes | \$22.98 |
| 8-10 minutes | \$34.47 |
| 11-13 minutes | \$45.96 |
| 14-16 minutes | \$57.45 |
| 17-19 minutes | \$68.94 |
| 20-22 minutes | \$80.43 |
| (3) Fifty-one (51) and more survey projects: | |
| Average Interview Length | |
| 5-7 minutes | \$22.98 |
| 8-10 minutes | \$34.47 |
| 11-13 minutes | \$45.96 |
| 14-16 minutes | \$57.45 |
| 17-19 minutes | \$68.94 |
| 20-22 minutes | \$80.43 |

3. Lower Incidence Surveys

Should VCU desire surveys of populations with incidences less than those specified in Sections A and B, but all other specifications remaining the same, the CPI for each interview will be increased as follows:

For lower incidence surveys, the additional cost for each ineligible interview (i.e., a potential respondent who has agreed to complete the survey but who does not meet the established survey criteria) is \$5.00. For example, the total additional cost for a survey with a 50% incidence rate requiring 1,000 completed interviews would be \$1,500. The total additional cost for a survey with a 20% incidence rate requiring 1,000 completed interviews would be \$3,000.

4. Spanish Language Interviewing

In addition to a flat fee of \$800 for the Spanish translation of the survey instrument, the following per-interview costs will apply to surveys conducted in Spanish:

| Vendor Name: Responsive Management | | |
|---|----------------------------|------------------------------|
| | Landline Interviews | Cell Phone Interviews |
| Average Interview Length | | |
| 5-7 minutes | \$22.98 | \$25.98 |
| 8-10 minutes | \$34.47 | \$38.97 |
| 11-13 minutes | \$45.96 | \$51.96 |
| 14-16 minutes | \$57.45 | \$64.95 |
| 17-19 minutes | \$68.94 | \$77.94 |
| 20-22 minutes | \$80.43 | \$90.93 |

5. Coding Open-Ended Responses

For a typical survey questionnaire that includes no more than 10 open-ended questions, the costs of coding open-ended responses are included in the per-interview costs listed previously. For the coding of open-ended responses in excess of 10 questions, Responsive Management will bill VCU for the necessary time according to Responsive Management's commercial labor rate for a Statistician Level 2 (\$127.15 per hour).

Please note that Responsive Management's cost breakdowns include GSA-approved commercial labor rates for Responsive Management services through the General Service's Administration (GSA) Federal Supply Schedules program by using the Professional Services Schedule. GSA established this Federal Supply Schedule to create an expedited procurement process by pre-qualifying contractors that provide professional management services. Based on GSA rates, rates used in cost calculations include all associated direct costs and indirect costs including wages, telephone charges, prepaid insurance, and all standard overhead charges.

6. Web Hosted Surveys

Responsive Management's cost to supplement a telephone survey with a web-hosted online survey questionnaire (i.e., to provide respondents with an alternative mode of participating in the survey) is \$10,000. This flat fee is inclusive of the costs of setup, coding of the questionnaire, data collection, cleaning of data, and matching the online dataset with the telephone survey dataset.

7. Recording Interviews

Responsive Management's additional cost to record survey interviews is \$5.00 per recorded interview.

8. Surveys of Business Owners and Executives

Please note that the per-interview costs below for surveys of business owners and executives do not include the cost of any sample acquisition—Responsive Management will calculate sample acquisition costs separately by project. Responsive Management obtains sample lists from Survey Sampling International (www.surveysampling.com) and Marketing Systems Group (www.m-s-g.com), two reputable firms specializing in scientific survey samples and marketing lists. Responsive Management will obtain any necessary samples of business owners and executives for the cost of the sample plus a 25% acquisition fee for the development and preparation of the list or database.

| | |
|---|----------------------------|
| Vendor Name: Responsive Management | |
| ITEM DESCRIPTION | Business Executives |
| Total Fixed CPI Pricing: | Price |
| Number of Annual Survey Projects: | |
| CPI Pricing | |
| (1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews: | |
| Average Interview Length | |
| 10-13 minutes | \$39.96 |
| 14-15 minutes | \$49.95 |
| (2) Twenty-six (26) up to (and including) fifty (50) survey projects: | |
| Average Interview Length | |
| 10-13 minutes | \$39.96 |
| 14-15 minutes | \$49.95 |
| (3) Fifty-one (51) and more survey projects: | |
| Average Interview Length | |
| 10-13 minutes | \$39.96 |
| 14-15 minutes | \$49.95 |

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.

RESPONSIVE MANAGEMENT WILL NOT SUBCONTRACT
ANY PORTION OF THIS CONTRACT — ALL WORK
WILL BE PERFORMED IN-HOUSE BY
RESPONSIVE MANAGEMENT.

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: MARK DAMIAN DUDA
Email: MARK @ RESPONSIVEMANAGEMENT.COM
Phone: 540-432-1888
Firm: RESPONSIVE MANAGEMENT

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): MDD
Name Printed: MARK DAMIAN DUDA
Title: EXECUTIVE DIRECTOR
Email: MARK @ RESPONSIVEMANAGEMENT.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 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)

☒ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:

Name Printed:

Title:

Name of Firm:

Date:

MDM
MARK DAMIAN DUDA
EXECUTIVE DIRECTOR
RESPONSIVE MANAGEMENT
6/13/18

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: ALISON LANIER Title: BUSINESS MANAGER
Mailing address: 130 FRANKLIN ST.
HARRISONBURG VA 22801
Email address: ALISON@RESPONSIVEMANAGEMENT.COM
Phone number: 540-432-1888
Fax number: 540-432-1872

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.

[illegible]



Procurement Services

RFP - Addendum

DATE: May 30, 2018

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 8077814AA

Commodity/Title: Telephone Survey Research Services

Issue Date: May 11, 2018

Proposal Due: June 15, 2018

Pre-Proposal Conference: n/a

Please see the following questions and answers.

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

Very truly yours,

Amy Anthes, VCO

Phone: (804) 828-1070

RESPONSIVE MANAGEMENT

Name of Firm

M. A. Duh

Signature/Title

6/13/18

Date

RFP B077814AA Telephone Survey Research Services
Questions and Answers

| QUESTION | ANSWER |
|--|--|
| 1 We noted that the University requests an unusual requirement of CATI providers, namely the Federal Wide Assurance Number and related HHS information requested on p.10 of the RFP under VIII.B. Does VCU require this registration as necessary for CATI surveys, or is this optional information for firms who otherwise would not be required to hold an FWA? | 1 An FWA is necessary to conduct work under this contract. If the responding firm does not have an FWA now, it should be prepared to get an FWA prior to conducting any work under this contract. VCU's FWA number is FWA00005287. |
| 2 Which firms have VCU and SERL contracted with to perform CATI research during the past five years? | 2 Firms on the prior contract were ICF Macro, Princeton Data Services and Issues & Answers. Firms that actually conducted surveys under the contract were Princeton Data Services and Issues & Answers. |
| 3 Regarding the RFP #B077814AA for VCU (Telephone Survey Research Services) – is the purpose to add additional capacity above and beyond what SERL already has for telephone survey research? And is the additional capacity required based on current/recent project load or more so looking to build capacity of SERL and other Centers through a VASCUUP agreement? | 3 SERL currently does not have an in-house telephone calling operation. All of SERL's large-scale telephone survey work is outsourced. This RFP will replace a similar contract used in the past. The capacity being requested in this RFP is based on estimates of the potential maximum project load in the future. The main purpose of the RFP is to have access to one or more pre-qualified vendors who can quickly respond to specific project requests from SERL. While SERL can always outsource to other calling operations located within sister state agencies or state-supported universities in Virginia, historically SERL has outsourced most of its telephone survey work to private-sector vendors on this sort of a pre-qualified contract |
| 4 Would you please clarify: Page 10 Section C – "Submit a copy of your company's most recent audited financial statement, or equivalent evidence of financial condition." - What are minimum requirements to be included in audited financial statement / equivalent evidence? | 4 Qualifications and Experience are part of our evaluation criteria. This is a business decision as to the information you want to provide for our evaluation. |
| 5 Would you please clarify under "Work Plan", Page 11 – Point 4 "Outcomes and Performance Measurement" – What should be included in our response? (i.e., measure length of interview, qualification incidence, number of interviews per day relative to available sample schedule, daily/weekly disposition, others? Production rate?) | 5 Describe the outcomes that your firm would expect to achieve, and how your firm would monitor, measure and report to the University. The examples provided in this question are good examples of the kinds of measures that would be useful to report. |
| 6 In our response, are respondents meant to assume that we are responsible for providing project samples in all cases, including Business-to-Business surveys? | 6 CPI prices for general population landline and cell calling should include the cost of sample, yes. CPI prices for business-to-business surveys can include or exclude sample costs, just be clear about that in your response. SERL will provide sample when there are specific lists that would need to be called. |
| 7 Would you please clarify: Page 13, Point 3 "Lower Incidence Surveys" – on what assumptions should we quote 5%, 25%, 50% incidence? | 7 In the past, offerors have chosen levels; some have indicated price adjustments or formulas for every 5% reduction in incidence, etc. Offerors should feel free to express these adjustments in any terms that work best for them. |
| 8 Would you please clarify: Page 13/14, Point 4 – is this a request for additional cost above English-speaking CPI or total cost per Spanish speaking CPI? How does translation impact this as it would need to be considered in cost whether one interview or 100? Do we assume / state that it is based on average number of surveys (500 to 1000 and 5 to 10% incidence)? | 8 We would like to see the total cost per Spanish speaking interview, not the marginal addition to the English CPI for Spanish interviews. Please include the cost of translation – this can be expressed as a fixed cost outside of and in addition to the CPI, or as a range of CPIs as the fixed cost is distributed over 500 vs. 1000 completed interviews. Just be clear about how you are handling that in your proposal. |
| 9 Would you please clarify: Page 14 – Point 6 "Web Hosting Surveys" – You don't mention sample / panel / recruitment – is this item only the cost for programming / hosting? | 9 Please provide any additional costs that would be associated with web hosted surveys. At times SERL will request that the vendor offer to provide sample, and at times SERL may have the list already in hand. |
| 10 Would you please clarify: Page 14 – Point 7 "Recording Interviews" – What assumptions should we make about the length of interviews and file requirements? | 10 Offerors are free to describe their pricing strategies here in the terms that make sense for them. |
| 11 What types of sample will be used for consumer and b2b? (listed, rdd, etc.) | 11 General population surveys will usually use a mix of listed landline and cell samples. Pricing those samples separately allows us to estimate the cost of various mixes of landline and cell samples. SERL assumes the use of "enhanced cell" samples that identify and exclude cell numbers that were not recently used to make or receive a call. We usually do not incorporate random digit dial (RDD) landline samples. For B2B calling, SERL will usually provide the sample, but offerors should be prepared to provide sample for some B2B projects. Usually these samples will behave like listed samples. |