



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: AUS Marketing Systems Inc. DBA SSRS

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 ACH PAYMENT NET 30

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: We are unable to provide any discount for early payment

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:

AUS Marketing Systems Inc. DBA SSRS

Name of Firm

Signature

CHINTAN TURAKHIA

Name Printed

EVP

Title

12/15/2022

Date



VCU Procurement Services

December 10, 2021

Chintan Turakhia
1 Braxton Way, Suite 125
Glen Mills, PA 19342

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 Mr. Turakhia,

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:

AUS Marketing Systems Inc- DBA SSRS

Name of Firm



Signature

Chitwan Turakhia

Name Printed

EVP

Title

12/10/21

Date



VCU Procurement Services

February 17, 2021

Chintan Turakhia
1 Braxton Way, Suite 125
Glen Mills, PA 19342

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 Mr. Turakhia,

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:

AUS Marketing Systems Inc- DBA SSRS

Name of Firm



Signature

Chintan Turakhia

Name Printed

EVP

Title

2/22/21

Date



VCU Procurement Services

January 22, 2020

Chintan Turakhia
1 Braxton Way, Suite 125
Glen Mills, PA 19342

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

Dear Mr. Turakhia,

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.

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 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,

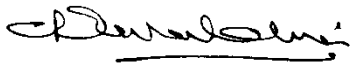
Jason Lofgreen, CUPO
Senior Buyer

Contract #: : 8077814AA

RESPONSE:

AUS Marketing Systems Inc- DBA SSRS

Name of Firm



Signature

Chintan Turakhia

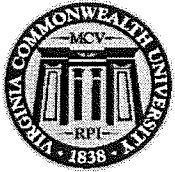
Name Printed

Executive Vice President

Title

February 18, 2020

Date



VCU

Procurement Services

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: 8077814AA

This Contract entered into 1/28/19 by AUS Marketing Systems Inc - DBA SSRS, 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 05, 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:
AUS Marketing Systems Inc- DBA SSRS

By: [Signature]

Name Printed: Chintan Turakhia

Title: EVP

Date: 1/30/2019

PURCHASING AGENCY:
Virginia Commonwealth University

By: [Signature]

Name Printed: Mark E. Roberts

Title: Interim Director, Procurement Services

Date: 1/30/19

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

VCU and AUS DBA SSRS agree as follows:

1. Clarification

VCU:

Are the fixed setup costs for telephone surveys applicable to each individual survey? That is, for the first telephone survey of 11-13 minutes the setup cost would be \$9,315, for the second survey it would be another \$9,315. etc.?

What is included in the setup costs?

AUS:

The set-up costs apply to each individual survey as long as they are all unique questionnaires. If the survey essentially repeats, the set-up costs go down substantially.

The set-up costs include: Questionnaire review and feedback, programming and testing, sample design and set-up, data weights set-up.

2. Negotiations

As stated in the RFP (p. 4, section I.A.), this contract is a Cooperative Contract Agreement, meaning that – at your option – “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.”

a. Will you accept this language providing this Cooperative Contract Agreement option and agree to exercise this option?

SSRS Response: SSRS accepts this language.

Your proposal stated that setup costs for landline interviews for the 1st through the 25th project for 11-13 minute interviews would be \$9,315 and the cost per interview (CPI) would be \$59.55 exclusive of setup costs.

Questions:

a. 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 setup cost in this scenario, and in other scenarios reduced in a similar proportion?

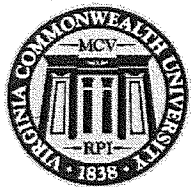
SSRS Response: SSRS has already proposed very competitive prices for the quality of work we perform and exceptional service we provide our clients. In addition, we have proposed variable pricing based on volume. For further reductions in set-up cost, the scope of work outlined in Deliverables section of our proposal will need to be reduced.

b. 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?

SSRS Response: SSRS has submitted prices based on the scope of work outlined in the RFP. These are highly competitive prices for the high quality of work we perform. CPI is directly related to the amount of time it takes to complete the survey. Cost of telephone data collection has increased rather exponentially over time and is expected to increase over time. Further reduction in CPI would therefore put SSRS at significant financial risk. We have offered discounted pricing based on volume in our proposal.

SSRS agrees that the prices VCU received in SSRS’s proposal is all-inclusive and includes Fringe, G&A and profit. VCU will not receive a separate invoice for additional costs after a job has been completed.

SSRS can agree to limit the price increase to latest 12 month increase in CPI of the United States Bureau of Labor Statistics for each option year. This is of course is subject to written mutual agreement of both parties at the time of renewal.



VCU Procurement Services

Request for Proposals

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

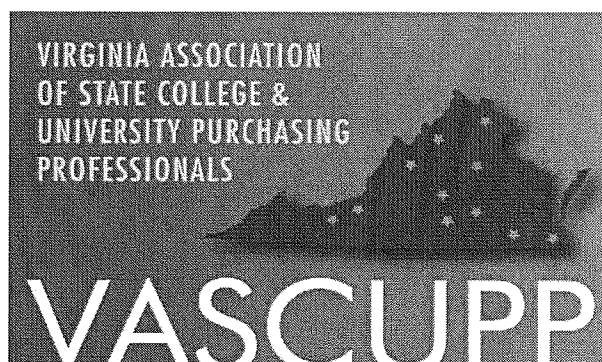
Issue Date: May 11, 2018
Title: Telephone Survey Research Services
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: Amy Anthes
aranthes@vcu.edu

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

**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:

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

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

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

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date
Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date

Affix this Form as the FIRST PAGE of your proposal.

Table of Contents

I.	PURPOSE	4
II.	THE UNIVERSITY	4
III.	PRE-PROPOSAL CONFERENCE	5
IV.	STATEMENT OF NEEDS	5
V.	THE REQUEST FOR PROPOSALS PROCESS – GENERAL	5
VI.	PREPARATION OF WRITTEN PROPOSALS - GENERAL	9
VII.	SUBMISSION OF PROPOSALS	9
VIII.	PROPOSAL RESPONSE FORMAT	10
IX.	SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWAM):	15
X.	ADDENDA	16
XI.	PROPOSAL ACCEPTANCE PERIOD:	16
XII.	CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION	16
XIII.	LATE PROPOSALS	17
XIV.	QUESTIONS AND EXPLANATIONS TO OFFERORS	17
XV.	COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:	17
XVI.	ORAL PRESENTATIONS	17
XVII.	BEST AND FINAL OFFERS (BAFO):	17
XVIII.	QUALIFICATIONS OF OFFERORS:	17
XIX.	CANCELLATION OF SOLICITATION	18
XX.	EVALUATION CRITERIA	18
XXI.	AWARD OF CONTRACT	18
XXII.	GENERAL TERMS AND CONDITIONS	18
XXIII.	SPECIAL TERMS AND CONDITIONS	25
XXIV.	SPECIAL TERMS AND CONDITIONS INFORMATION TECHNOLOGY.....	28
XXV.	ATTACHMENTS:	32

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:

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

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

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

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 its 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: _____

RFP 8077814AA Telephone Survey Research Services
Questions and Answers

QUESTION

- 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?
- 2 Which firms have VCU and SERL contracted with to perform CATI research during the past five years?
- 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 VASCUPP agreement?
- 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?
- 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?)
- 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?
- 7 Would you please clarify: Page 13, Point 3 “Lower Incidence Surveys” – on what assumptions should we quote 5%, 25%, 50% incidence?
- 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)?
- 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?
- 10 Would you please clarify: Page 14 – Point 7 “Recording Interviews” – What assumptions should we make about the length of interviews and file requirements?
- 11 What types of sample will be used for consumer and b2b? (listed, rdd, etc.?)

ANSWER

- 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 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 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 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 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 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 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 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 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 Offerors are free to describe their pricing strategies here in the terms that make sense for them.
- 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.

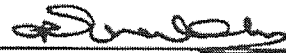
**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Telephone Survey Research Services
#8077814AA**

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:

AUS Marketing Systems Inc - DBA SSRS Date: 6/5/2018
1 Braxton Way, Suite 125, By (Signature In Ink): 
Glen Mills Zip Code 19342 Name Typed: Chintan R Turakhia
 E-Mail Address: cturakhia@ssrs.com Title: Executive Vice President
 Telephone: (484) 840-4407 Fax Number: (484) 840-4599
 Toll free, if available Toll free, if available
 DUNS NO.: 157300773 FEI/FIN NO.: 23-2776958

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

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

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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>5/20/2018</u>	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

Affix this Form as the FIRST PAGE of your proposal.



VCU 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,

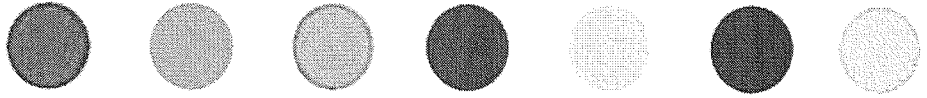
Amy Anthes, VCO

Phone: (804) 828-1070

Aus Marketing Systems Inc - DBA SSRS
Name of Firm

[Signature] Executive Vice President
Signature/Title

6/1/18
Date



RFP RESPONSE FOR:

VIRGINIA
COMMONWEALTH
UNIVERSITY

TELEPHONE SURVEY RESEARCH SERVICES
(#8077814AA)

2018

This proposal includes information and design recommendations that shall not be disclosed outside Virginia Commonwealth University (VCU) and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. This restriction does not limit VCU's right to use data reported in this proposal that is obtained from another source identified as such. The data subject to this restriction is contained in Section 5 (Work Plan), Section 6 (Price Proposal) and Appendix V (SSRS Financial Statements) of this proposal.



CHINTAN TURAKHIA
Executive VP

SSRS | 1 Braxton Way | Suite 125
Glen Mills, PA 19342

cturakhia@ssrs.com
484-840-4407



June 13, 2018

Amy Anthes
VCU
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284

Re: Telephone Survey Research Services (#8077814AA)

Dear Amy:

SSRS is pleased to submit herewith our response to RFP for Telephone Survey Research Services (#8077814AA). We have prepared this proposal with an eye towards establishing long-term collaboration with Virginia Commonwealth University (VCU). SSRS is well positioned not only to support VCU's current data collection needs but also future data collection needs. Our goal will be to establish a dedicated project team for VCU and provide personalized attention in an effort to furnish the highest quality data.

Please feel free to contact me if you have any questions or suggestions on how we can serve your needs better. You can reach me via email at cturakhia@ssrs.com or via phone at 484-840-4407.

Best Regards,

Chintan Turakhia
Executive Vice President, Strategic Research and Emerging Technologies

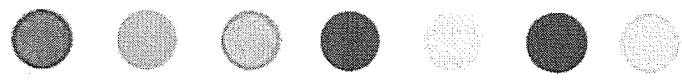


CONTENTS

- 1. INTRODUCTION 5
- 2. QUALIFICATIONS OF THE FIRM 6
- 3. QUALIFICATION OF THE STAFF 12
- 4. REFERENCES 13
- 5. WORK PLAN 14
 - 5.1 General 14
 - 5.1.1 Sample Design 14
 - 5.1.2 Questionnaire 15
 - 5.1.3 Questionnaire Translation 16
 - 5.1.4 Prefest 16
 - 5.1.5 Data Collection 16
 - 5.1.6 Refusal Conversion 17
 - 5.1.7 Weighting 17
 - 5.2 Deliverables 17
 - 5.3 Work Schedule/Timeline 18
 - 5.4 Outcomes and Performance Measurement 18
 - 5.5 Overall Risk 19
 - 5.6 Other 19
 - 5.7 Small, Women-Owned and Minority-Owned (SWaM) Business Commitment 19
 - 5.8 Exceptions 19
- 6. PRICE PROPOSAL 20
 - 6.1 Total Fixed Pricing: Landline Telephone Interviews 21
 - 6.2 Total Fixed Pricing: Cell Phone Interviews 22
 - 6.3 Lower Incidence Surveys 22
 - 6.4 Spanish Language Interviewing 23
 - 6.5 Coding Open-ended Responses 23
 - 6.6 Web Hosted Surveys 23
 - 6.7 Recorded Interviews 24
 - 6.8 Surveys of Business Owners and Executives 24
- APPENDIX I: SSRS CATI DATA COLLECTION 25
 - Interviewer Recruitment, Training & Monitoring 25
 - Quality Control 26
- APPENDIX II: PRESERVING RESPONDENT CONFIDENTIALITY 28
- APPENDIX III: SMALL, WOMEN-OWNED AND MINORITY-OWNED (SWaM) BUSINESS COMMITMENT 29



APPENDIX IV: INVOICING AND PAYMENT30
APPENDIX V: SSRS FINANCIAL STATEMENT31



1. INTRODUCTION

SSRS (www.ssrs.com) is a division of AUS Marketing Research Systems Inc. It is a full-service survey research firm managed by industry leading professionals with advanced degrees in the social sciences. SSRS started as a company called ICR. For over 30 years, ICR had been designing and implementing research solutions for a broad range of clients. In 1998, the Social Science Research Group was formed, whose focus was on research for academics, policy-making institutions, and other clients concerned with high quality research based on methodological rigor. The success of this group resulted in its eventual spin-off from ICR in 2007 into SSRS (Social Science Research Solutions), an independent division focused on social science clients. SSRS designs and implements research solutions to complex strategic, tactical, public opinion, and policy issues in the U.S. and in more than 40 countries worldwide. SSRS employs 83 full-time and 350 part-time personnel. Below is key information requested in RFP:

Headquarter location: SSRS, 1 Braxton Way, Suite 125, Glen Mills, PA 19342

Hours of operation: 9am to 5pm (EST), Monday through Friday

Call center location: SSRS, 894 Marcon Blvd., Suite 200, Allentown, PA 18109

Hours of operation: 9am EST to 11pm EST on Monday through Friday, 9am EST to 12am EST on Saturday, and 11am EST to 8pm EST on Sunday

Call center location: SSRS, 6431 W Sahara Avenue, Suite 100, Las Vegas, NV 89146

Hours of operation: 6am EST to 12am EST on Monday through Friday, 1pm EST to 8pm EST on Saturday, and 2pm EST to 9pm EST on Sunday

SSRS FWA# 00025175, Expiration: 4/6/2022



2. QUALIFICATIONS OF THE FIRM

SSRS has a proven track record in working with basically all major academic institutions (over 60 Academic institutions). These academic institutions include the Annenberg School of Communications at the University of Pennsylvania, Harvard University, Vanderbilt University, and University of Massachusetts Lowell. Our range of services to these academic institutions include: sample design and management, questionnaire design, data collection, data preparation and weighting, and preparation of methodological reports and analytic reports. SSRS's financial statement is provided herewith in Appendix V of this proposal.

SSRS qualifications include:

- A team of highly experienced and skilled public opinion research professionals and methodologists with a proven track record in working with clients in designing and implementing social policy research studies;
- Experience in conducting data collection in metropolitan areas, minority populations and low SES households;
- Multi-mode data collection capability: Phone, Mail, Web;
- Data collection capability in CATI (230 U.S.-based TCPA-compliant Computer Assisted Telephone Interviewing positions) and an infrastructure of data collection partners that provide dedicated interviewing resources to SSRS;
- In-house sample design expertise via SSRS staff and our sister firm MSG (Marketing Systems Group);
- Nationally representative Probability-based web panel;
- Nationally representative Omnibus phone survey platform.

SSRS corporate capabilities are summarized below:

CATI (Computer Assisted Telephone Interviewing)

SSRS's CATI capability includes two call centers and a staff of 80 work-from-home interviewers. Our Allentown, PA center has 50 seats and our Las Vegas center has 100 seats. We have a total of 230 interviewing seats. Our work-from-home interviewing model allows us to access highly skilled and bi-lingual interviewing talent. These interviewers are set up with the equipment that allows them to directly access the CATI program and sample from SSRS servers. All data collected by these interviewers is recorded on secure SSRS servers. These interviewers are supervised remotely by a designated supervisor who maintains the same oversight and quality as those working in-house at one of our call centers.

The network server hardware used for interviewing is the Linux Data Collection Server. The interviewing station hardware consists of a mix of PCs and Thin Clients. The CATI software and platforms used are CfMC Survent 8.6 and Survox 8.8. Additional phone data collection capabilities include:

- Inbound/outbound call support
- Interactive Voice Response (IVR) projects
- Live Interviewer/Agent to IVR Call Transfer
- Full interview recording/digital sound management

Further details on SSRS CATI data collection is provided in Appendix I of this proposal.



SSRS Omnibus Survey Platform

SSRS conducts a weekly omnibus telephone survey of the general adult U.S. population. The omnibus is based on a dual-frame (60% cell phone) random digit dial (RDD) sample and conducted weekly over a five-day period, from Wednesday to Sunday. Deliverables include a standard banner and a fully labeled and weighted SPSS dataset. All deliverables include full demographics. Full specifications and methodology for the omnibus survey can be found at <https://ssrs.com/omnibus-surveys/>.

SSRS Probability Panel

SSRS offers a nationally representative probability-based web panel. Our probability panel is recruited from the SSRS Omnibus, which is a dual-frame RDD telephone poll. Currently, respondents without internet access can be interviewed by telephone. Given that this is a probability-based web panel, findings are statistically projectable to the adult general population. Online interviewing is cost-effective and can typically be completed faster than sole telephone interviewing. Full specifications and methodology for the SSRS web panel can be found at <https://ssrs.com/probability-panel/>.

Custom Web Panel

SSRS staff also has proven expertise in establishing and maintaining custom web panels for our clients and conducting web surveys using this panel. Chintan Turakhia, the proposed lead investigator for this project, has helped establish the Pew Research Center's American Trends Panel. Prior to that, Mr. Turakhia directed the establishment and maintenance of the Face-to-Face Recruited Internet Survey Platform (FRISP), which was funded by the National Science Foundation under sponsorship of Stanford University.

ABS (Address-Based Sample)

Working closely with our sister company Marketing Systems Group (MSG), SSRS has expertise in designing and implementing ABS studies. Our staff has expertise in working with the United States Postal Service (USPS) Computerized Delivery Sequence File (CDSF). The CDSF is a computerized file that contains information on all delivery addresses serviced by the USPS, with the exception of general delivery.¹ ABS studies can include a full mail effort, mail push to web, or mixed mode effort. SSRS has in-house mail processing capabilities out of our Allentown facility that allows us to process large quantities of outbound and inbound mail. Our mail and mixed mode methodologies are tailored based on industry best practices. SSRS researchers have frequently presented papers at national conferences on various topics on ABS.

Mail Data Collection

Our in-house mail data collection capabilities include:

- Outbound mailing assembly.
 - Survey invitation letters to invite participants to complete mail, web, or telephone surveys;
 - Mail surveys – single page, multi-page, or booklet.
- Inbound mail receipt and processing including:
 - Scanning of paper surveys using:
 - OMR – Optical Mark Recognition;
 - OCR – Optical Character Recognition;
 - Digital Imaging – for display of handwritten data for Human data entry.
 - Human data entry utilizing double blind processes and additional quality steps to guarantee accuracy rates above 99%.

¹ See <http://pe.usps.gov/text/dmm300/509.htm>.



- Incentive payments for completing surveys.
- Scanning of 2D barcodes for mail routing.
- DSF/Address-Based Sampling (ABS).
- Real time on-line reporting of survey receipts.
- Daily top-line, on-line results reporting available.

Global Research

Global research is a strategic growth area for SSRS. We have made investments in staff, built a scalable, robust infrastructure and established country-specific partner relationships to support our global research operations. SSRS has the ability to conduct international data collection using CATI, web and face-to-face modes. To date, we have conducted research in Europe, Asia and South America using a variety of methods to meet a wide range of research objectives. Our centralized data collection platform enables us to program and host surveys that are accessed by our partner organizations in various countries. This results in consistency of survey administration across countries, management efficiency, ease of reporting and robust data security. For multi-country projects, SSRS provides our clients with our standard web-based dashboard that provides real-time access to key project metrics. As a charter member of the AAPOR Transparency Initiative, our response dispositions and study method documentation is AAPOR compliant.

Sample Design

We pride ourselves on innovative sample designs, dedication to clients and attention to detail. Our senior staff works closely with our clients in tailoring effective design solutions that balance precision and study budget constraints. Our staff specializes in sample designs for rare populations. At SSRS, we design our own samples and benefit from having the invaluable resource of our sister company, Marketing Systems Group (MSG), one of the largest sample providers in the world. We have developed unique and complex designs and have reported on their efficacy in a range of publications on topics such as best practices in Hispanic research and the impact of cell phone only households.

Questionnaire Development and Review

With an eye toward maximizing survey validity and reliability, we work to strengthen the questionnaires we field. Our experience reviewing thousands of instruments offers us uncommon expertise in performing these critical tasks. Depending on our clients' needs, we can simply review the instrument and provide feedback, or collaborate in developing the questionnaire from the ground up. We provide detailed recommendations for perfecting survey instruments throughout the pretesting phase of questionnaire design to ensure that the highest quality instrument goes into the field.

Expert Project Management

Providing quality project management is the cornerstone of SSRS's work. From beginning to end, every project we manage is overseen by a staff of highly engaged professionals. We work as a team – combining the expertise of our project staff and operations managers – in order to ensure that each project will attain the goals set by our clients. Routinely, we initiate projects with a kickoff meeting where the specific details of the project are reviewed and key client objectives are made known to the entire internal team. Project staff meets regularly to review the status of each project while it is in field. As part of our standard operating procedures, every project receives a close review of each instrument for quality; in-depth interviewer briefing and training; continuous interview monitoring; checking of data; and daily review of sample integrity. We also provide detailed reports to clients on the status of their research, often including interim response rates, cooperation rates, and incidences.



Memberships

The American Association for Public Opinion Research (AAPOR)

Founded in 1947, AAPOR is the leading association of public opinion and survey research professionals. The AAPOR community includes producers and users of survey data from a variety of disciplines. Members span a range of interests including election polling, market research, statistics, research methodology, health related data collection and education.

SSRS Accepted as Charter Member of the AAPOR Transparency Initiative

Launched in October 2014, the Transparency Initiative seeks to encourage broader and more effective disclosure of research methods by all organizations, with the goal of promoting methodological disclosure. By joining AAPOR in this initiative, SSRS is effectively increasing its adherence to AAPOR's Code of Professional Ethics and Practices and promoting greater understanding of how method relates to overall survey quality.

The Insights Association

Officially launched in January 2017, the Insights Association was formed through the merger of two organizations with long, respected histories of servicing the market research industry: CASRO and MRA. The result is a new, larger and more connected association with a unified, coordinated and higher profile voice, aligned in mission and message, and ultimately more effective at advancing the industry and profession in which we all share an abiding passion. The Insights Association strives to effectively represent, advance, and grow the research profession and industry.

SSRS's experience by subject matter is summarized below:

Public Opinion

SSRS surveys support our media and academic partners' ability to report on Americans' attitudes and beliefs about a wide range of salient issues such as elections, political controversies, and government policies. As is often necessary in political research, SSRS can turn questionnaires into CATI or web programs and complete interviews within one or two days or however long the study specifications require and then provide data to our clients within a few hours after the last interview is recorded. SSRS conducts all telephone polling on behalf of CNN and CBS News. In addition, SSRS also conducts surveys measuring political attitudes for ABC News, The Washington Post, and Politico through our weekly Omnibus poll.

Public opinion research at SSRS extends beyond media polls. Our foundation and non-profit polling relationships include Pew Charitable Trusts and the Pew Research Center. SSRS provides polling support to these organizations via custom and Omnibus-based research. Moreover, since the Affordable Care Act was signed into law, SSRS has completed numerous studies surrounding its implementation and assessing Americans' attitudes and experiences with the law. Additionally, SSRS has conducted studies reaching the populations most affected by the law. Since 2016, SSRS conducts the monthly Kaiser Family Foundation Health Tracking Poll.

Public Health

SSRS presently conducts one of the largest health surveys – CHIS (California Health Interview Survey). In addition, we conduct studies every year focusing on health crises and both acute and chronic health problems facing the U.S. Following the 2009 breakout of H1N1 influenza, SSRS fielded more than 15 surveys on behalf of the Harvard School of Public Health, tracking public reaction in real-time as the public health emergency unfolded. Our data have been used to advise policymakers on preparing for wide-scale disasters such as foodborne diseases or biological terrorist attacks. Researchers at the Annenberg Public Policy Center at the University of Pennsylvania rely on SSRS's data to track the impact of campaigns aimed at reducing health risks such as smoking and consuming sugared soft drinks. Our public health surveys range from quick-turnaround, one-day phone polls during crises, to extended-field, multi-mode surveys of unique populations.



SSRS's ability to reach low-incidence and hard-to-reach populations is put to use in the public health domain. In recent years, we have studied populations suffering from chronic health conditions, those who have experienced medical errors, the uninsured, and those living in poverty.

Health Care

SSRS is an industry leader in conducting research addressing health care access, coverage, and quality. Our ongoing partnerships with the Urban Institute and the Commonwealth of Massachusetts have allowed policy makers and researchers in Massachusetts to track the effect of the state's unique health insurance legislation. SSRS also partners with the State Health Access Data Assistance Center (SHADAC) to conduct several state-wide studies each year and works with SHADAC to develop and test research innovations aimed at improving the quality of health access studies. We have conducted state-wide surveys in California, Colorado, Massachusetts, Minnesota, Oregon, and Oklahoma, and large-scale health care surveys in Houston and the District of Columbia. In addition, organizations such as the Henry J. Kaiser Family Foundation, the Commonwealth Fund, and the Harvard School of Public Health regularly turn to SSRS for their survey research needs as they study the role of health care and health insurance in American public life.

Multicultural Research

Multicultural research is a primary focus of our work at SSRS. Our record demonstrates the breadth of our experience researching multicultural populations and working with our research partners to develop innovative sampling and interviewing methods for diverse groups. As the primary research partner for the Pew Hispanic Center, SSRS has conducted yearly studies with the Center since 1999. In addition, we have conducted groundbreaking studies of ethnic populations for major media outlets. Prominent among these are our study of African American men (and a subsequent study of African American women) conducted for The Washington Post, which won the Gallup Award for Excellence in Journalism, and research on Asian health that was commissioned by the Henry J. Kaiser Family Foundation and the San Jose Mercury News.

Religion Research

SSRS partners with the nation's leading researchers in the area of religion and faith to conduct studies of both the general population and specific ethnic and religious groups. On behalf of the Pew Forum on Religion and Public Life, SSRS has conducted several ground-breaking surveys including the U.S. Religious Knowledge Study, Mormons in America, and Religion in Prisons – A 50-State Survey of Prison Chaplains. SSRS is an official partner with the Public Religion Research Institute in providing the American Values Atlas, the largest continual data source of religion in the U.S. today (www.ava.org). Working together with Harvard University to conduct the Faith Matters Survey, SSRS interviewed thousands of Americans about both their religion, including beliefs and behaviors, and their social and political engagement. SSRS has also been at the forefront of Jewish community research. Under the moniker, Jewish Policy and Action Research (JPAR), SSRS has gained a reputation for accuracy in determining population estimates and measuring attitudes and behaviors within Jewish communities of all sizes across the U.S. Since 1996, JPAR team members have collectively been responsible for dozens of Jewish community studies, including more large-city studies than any other research entity. Over the past several years, JPAR has conducted large-scale studies in New York, Cleveland, Baltimore, Philadelphia, and Chicago.

Older Americans

We are experienced in studying older Americans – a rapidly growing segment of the population. Our work with older Americans has focused on vitally important issues such as retirement, quality of life, Medicare insurance, and Medicare Part D prescription drug coverage. SSRS conducted a survey of Americans over the age of 50 regarding their expectations for retirement and compared these expectations with the experiences of retirees. SSRS has worked with AARP for over 25 years, conducting topic-specific studies for their members as well as the general population. We also have a long-term relationship with the Advantage Initiative, a data-driven community development project that helps communities measure their elder-friendliness and develop strategies to sustain older residents' independence and allow them to "age in place."



Teens & Young People

SSRS addresses the challenges presented by conducting research with young people – a group that has traditionally been difficult to reach. We use methods that maximize the likelihood of contacting and obtaining the true opinions of teens and young adults in an efficient and cost-effective way. Our studies of young Americans have ranged from sensitive issues such as teenage pregnancy and health care coverage and access, to popular culture concerns such as video game use and sports fandom. In addition to custom solutions, SSRS also regularly offers an Omnibus survey of teens.

Hard-to-Reach Populations

We are well known for our high level of proficiency conducting research among low-incidence populations including, but not limited to, Hispanics, Asian Americans, people of various religions, teenagers, young adults, persons with specific health conditions, those without health insurance, parents of children in various types of schooling, HR directors, military veterans, and even spouses of persons currently serving in the military. To do so, we employ complex yet representative sampling methods to attain reliable and valid results. As part of our toolkit, we are often able to provide pre-screened sample of low-incidence populations from our weekly omnibus that can make research among low-incidence and hard-to-reach populations affordable and more representative than might be attainable with traditional sampling designs.

Sports & Leisure

We partner with sports entertainment leaders and experts in leisure behavior to better understand the rapidly changing trends in the sports world as well as the influence of technology and the choices that people make when choosing how and what forms of entertainment to seek out. At the heart of this research is the ESPN Sports Polls that are utilized by several major retail firms to segment sports fans and design marketing campaigns. SSRS also conducts ongoing tracking studies to identify and track important trends among Hispanic sports fans as part of the ESPN Spanish-language Sports Poll, Deportes.

Business-to-Business

SSRS's business-to-business practice focuses on gathering actionable information from business executives and professionals. Our clients appreciate our innovative methods of identifying and contacting respondents as well as our practical, cost-effective approaches to obtaining information to meet their business information needs. We have helped firms learn how to capture market share and build business, decide price points to keep the most profitable customer, determine the best product offering and evaluate public relations and advertising messages. Other areas of expertise include employee satisfaction, market exploration and competitor assessment, brand image, awareness and loyalty, international research, trending, and user attitudes, behavior and preferences. We also offer the SSRS Small Business Omnibus, which is conducted quarterly among 500 small business owners with fewer than 100 employees for a cost that is considerably lower than custom research.

International Research

SSRS has conducted research all over the world using a variety of methods to meet a wide range of research objectives. On behalf of the Commonwealth Fund, SSRS conducts the International Health Policy (IHP) Survey, a three-year cycle of surveys of the general population, older adults, and physicians, aimed at tracking changes in the health care landscape in eleven countries. Working together with the Harvard School of Public Health and other partners, we have fielded public health and health policy surveys throughout Europe, and in Asia and South America. We recently completed a survey of media usage and attitudes in the U.K., Netherlands and France for the Pew Research Center.



3. QUALIFICATION OF THE STAFF

SSRS has assembled a team of research professionals with a proven track record in designing and executing large scale studies. The proposed team has prior experience of supporting VCU work. This team will be led by Mr. Chintan Turakhia, Executive Vice President. Chintan will be responsible for overall study design and management. Jennifer Su will serve as Project Manager for this study. Jennifer will be supported by Kyle Berta. Jonathan Best will serve as sampling statistician and will be responsible for weighting the data and sample management. We will bring additional project staff beyond the proposed core team as needed.

Jennifer and/or her team (proposed Project Manager) will communicate with VCU on a daily basis during the survey development, pretest and data collection phases. Chintan (proposed Business Account Manager) will assist VCU with resolving problems, such as invoices and contract renewals. Both Jennifer and Chintan will be accessible via toll-free phone and email.

Chintan Turakhia, is an Executive Vice President at SSRS. He has over 25 years of survey research experience and has expertise in all phases of survey research. He has worked with a diverse set of clients across public and private sectors. His extensive experience includes design and implementation of large scale studies across all modes in Healthcare, Social policy, Political Research, Education, and Housing. He also has expertise in implementing studies via web mode including establishment of probability-based web panels. He has a proven track record of working with most major academic institutions including VCU. Chintan has been with SSRS for just over a year. Prior to joining SSRS, he worked at Abt Associates for over 25 years.

As the Vice President of Advanced Methods, Jonathan Best specializes in designing and weighting national and state-level sample. In addition, Jonathan also has expertise in weighting complex samples of hard-to-reach populations, including low-income households, minorities, and small area samples. Jonathan is a long-time AAPOR member and routinely presents methodological papers at the annual AAPOR conference. Jonathan is also a member of the American Statistical Association. He has more than 20 years of survey research experience. Jonathan has been with SSRS since October 2017. Prior to joining SSRS, Jonathan worked for Princeton Survey Research Associates International (PSRAI) for over 20 years. He supported VCU work while at PSRAI.

Jennifer Su, an Associate Research Director at SSRS, will serve as the day-to-day project manager for VCU studies. Jennifer manages all stages of project execution, including project schedules, sample design, questionnaire development, data analysis, toplines and analytical reports. Jennifer has worked on a variety of national and state-level online and telephone projects, ranging from general population polls to studies with targeted groups of interest such as parents and teens, news journalists, and television broadcast management. Jennifer is an AAPOR member and has also served as a member of the NBC News exit poll team since 2008. Jennifer has over 10 years of survey research experience. Jennifer has been with SSRS since October 2017. Prior to joining SSRS, she worked for Princeton Survey Research Associates International (PSRAI) for over 10 years. Jennifer managed studies for VCU while at PSRAI.

As SSRS Project Director, Kyle Berta has experience in both domestic and international research. He has managed a wide variety of clients, including universities, leading news organizations, research centers, consumer organizations, non-profits, public relations firms, and consultants. He is well-informed in omnibus polling, editing survey questionnaires and ensuring best practices in survey methodology. Kyle will support Jennifer with daily management of VCU polls. Kyle has over five years of survey research experience. Kyle has been with SSRS since November 2017. Prior to joining SSRS, he worked for Princeton Survey Research Associates International (PSRAI) for five years.



SSRS employs over 350 interviewers. Approximately 10% of them are bi-lingual. We have the ability to recruit additional bi-lingual resources as necessary.

SSRS's goal will be to complete all project work by utilizing its in-house resources. In the event the size or the timing of the study requires additional interviewing resources beyond our own resources, we will utilize our data collection partners. These partners dial into SSRS servers; therefore we retain complete control over how a study is managed. In addition, these partners house dedicated interviewing and supervisory resources for our work. Whenever we need to use external data collection partners for VCU work, SSRS will inform VCU prior to commencement of work. SSRS will only utilize U.S.-based call center facilities.

4. REFERENCES

Gillian K. SteelFisher, PhD
Senior Research Scientist
Deputy Director, Harvard Opinion Research Program
Harvard T.H. Chan School of Public Health
Email: gsteel@hsph.harvard.edu
Phone: 617-432-2859

John G. Geer, PhD
Vice Provost for Academic and Strategic Affairs
Gertrude Conaway Vanderbilt Professor of Political Science
Vanderbilt University
Email: john.g.geer@Vanderbilt.Edu
Phone: 615-936-6366

Ken Winneg, PhD
Managing Director of Survey Research, Annenberg Public Policy Center
Annenberg School of Communication
University of Pennsylvania
Email: kwinneg@asc.upenn.edu
Phone: 215-898-2641



5. WORK PLAN

5.1 General

The scope of work for this proposal comprises of conducting National, State, and Metro area public opinion polls, community health surveys, consumer satisfaction surveys and awareness surveys. The target population will be adults 18 or older. Additionally, VCU may also commission business-to-business studies. Data collection will be conducted via CATI (Computer Assisted Telephone Interviewing). Geographic region for 75% of the polls will be within Virginia and the Metro Washington D.C. area, and for 25% of the polls, the study's geographic area will be national with a skew to the southeast region. Average survey length is expected to be in 13 to 15 minutes range. Average sample size will be n=500 at 80% incidence rate. Any variations to these specifications will be addressed via pricing schedule in Section 6 (Price Proposal) of this document. All work will be conducted via call centers based in the United States.

5.1.1 Sample Design

The target population for national and state level polls will be adults age 18 or older.

Based on the most recent statistics, approximately 43% of Virginia residents are expected to have only wireless telephones. In addition, one in five homes (20.4%) receive all or almost all calls on wireless telephones despite also having a landline phone.² Nationally, 52.5% of households are only reachable via wireless phones. In addition, 16.5% of the households are mostly reachable via wireless phones. Our proposed sampling approach for VCU studies therefore includes an overlapping RDD dual-frame design with a robust allocation to the cellular frame.

Under an overlapping dual-frame design, a random sample of telephone numbers will be drawn from the landline sampling frame. A random sample of telephone numbers will also be drawn from the cellular sampling frame. For the landline sample, we will randomly select one adult from the sampled household (Youngest adult male/female at home based on a random rotation). We will determine if the sampled adult is landline only or dual service. For the sample of telephone numbers from the cellular sample, we will treat the cell phone as a personal communication device and therefore no random selection of an adult needs to take place. We will determine if the sampled adult is cell only or dual service. Thus we have three (3) telephone usage groups in total: Landline only, Cell Only and Dual (landline and cell).

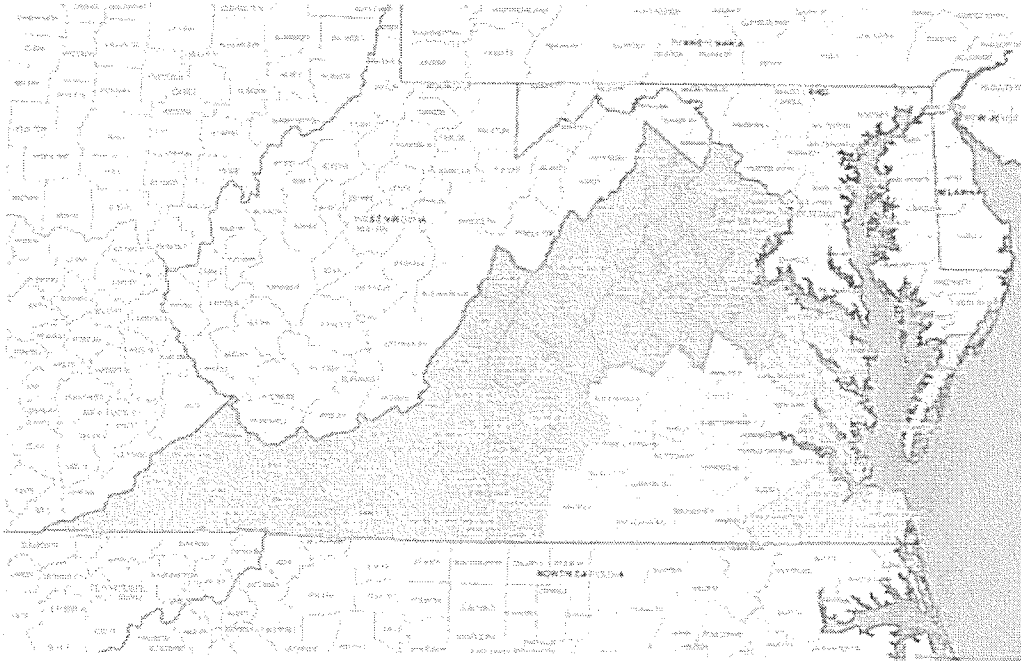
Our allocation recommendation for Virginia Statewide Surveys is 60% allocation to cellular frame and 40% allocation to landline frame. For national samples, we recommend 65% allocation to cellular frame and 35% allocation to landline frame. We are open to exploring other allocations by frame depending on budget constraints.

To ensure proper geographic representation for Virginia statewide polls, we propose dividing the state into five regions based on county (Northwest VA, Northeast VA, Western VA, South Central VA, and Tidewater VA). The counties represented by these regions are shown in map below. Completes by region will be tracked and sample management modified as necessary to ensure that the distribution of the final sample approximates the distribution of the target population. We are open to exploring other stratification schemes.

² Phone status figure was derived via the latest NHIS estimates for household telephone status for adults age 18 and over in Virginia modeled for year 2017 according to the average rate of growth.



VA Statewide Stratification Counties:



To ensure proper geographic representation for national polls, we propose dividing the country into four regions (Northeast, Midwest, South and West). Completes by regions will be tracked and sample management modified, as necessary to ensure that the distribution of the final sample approximates the distribution of the target population.

Inactive cellular sample:

One challenge with random digit dial (RDD) cell sampling is that the large number of inactive/non-working numbers in the frame decreases productivity and drains interviewer resources. To address this, sample vendors have developed procedures for pre-identifying likely inactive cell phone numbers. These data indicate whether each number is likely "active" (working) or likely "inactive" (non-working) based on real-time database queries when the sample is drawn.

Leveraging activity codes is rapidly becoming a standard practice to help contain the cost of RDD cell phone interviewing. Inactive cellular phones account for about a third of the RDD cellular sample; however, they account for only about 2% of cellular phone completions. Suppression of inactive cellular phones does reduce the coverage of the cellular sample slightly (by about 2 to 3 percentage points). For most analysis, this will not have a measurable impact on the results. SSRS's sister firm MSG has developed a proprietary CellWINS product. For further information on this process, please visit <http://www.m-s-g.com/web/genesys/cell-wins.aspx>. Removing inactive cellular phone records from the sampling frame greatly improves the efficiency of cellular data collection, particularly in areas where data collection costs are high to begin with such as the Metro Washington D.C. area. SSRS has assumed suppression of inactive cellular phone records in its costs for VCU telephone studies. VCU certainly has an option not to suppress inactive cellular phone records. Necessary budget adjustments will have to be made in the event VCU decides not to suppress inactive cellular phone records from the sample.

5.1.2 Questionnaire

These studies will use a questionnaire designed by VCU or its client and will be provided by VCU to SSRS in electronic format such as Microsoft Word. SSRS will review the survey instrument and provide feedback to VCU. SSRS will review the questionnaire primarily to identify problems in the instrument that might increase respondent burden, cause respondents to refuse or terminate the interview, or create problems with respondent comprehension. Consequently, we will scrutinize the



draft instrument to determine whether the question wording is likely to be ambiguous or objectionable to a respondent; the response alternatives are complete and non-overlapping; the instructions are not confusing or misleading; and the interview flows in a natural, interesting way. SSRS will be particularly attentive to the design of the contact and introductory script because most refusals occur in the first moments after contact. Hence, the contact script needs to be carefully designed and extensively tested.

SSRS budgeted lengths include survey introduction, screening questions, and demographic questions. Our budgets presently do not include coding of open-ends or back-editing of other-specifies. SSRS will provide VCU with verbatim files as recorded by the interviewers during the interview. We offer an option to clean the verbatim responses prior to delivery of the data, but for now we have not included this task in our core scope of work. The questionnaire instrument will be programmed using CfMC CATI software.

5.1.3 Questionnaire Translation

Our core pricing assumes that all interviews will be conducted in English. We provide incremental costs for Spanish translation and interviewing in the budget section of this proposal.

5.1.4 Pretest

SSRS is able to support VCU pretest requirements (minimum 3% of total number of cases). The cost of the pretest interviews will be computed based on the CPI figures quoted in the budget section of this proposal. Our current planning assumes that the pretest interviews will be conducted in English only. Upon conclusion of the pretest, we will provide detailed feedback on the questionnaire instrument and survey length, along with frequency distributions of pretest questions, the next business day following the pretest.

5.1.5 Data Collection

Telephone interviewing will be conducted via CfMC's CATI (Computer Assisted Telephone Interviewing) software. Data collection for polls with sample size of n=500 to 700 will be completed in 5 business days. All interviewing personnel assigned to VCU survey projects will be trained on VCU's interviewing requirements/techniques as applicable. In addition, we will make sure interviewers are easily understood by the targeted survey respondents. Bi-lingual interviewers will be scheduled based on the study requirement. Our current budget assumes that we will use predictive dialers for all landline sample. VCU will have an option not to use predictive dialers for landline sample at additional cost. While phone as a mode of data collection continues to provide reliable data, the cost of telephone data collection has significantly increased over the last few years, including within the past year or so. This is largely driven by government regulations (TCPA), lower contact rates and use of spam filter technology provided by many cellular providers. SSRS is sensitive to growing data collection costs and increasing non-response. We have proposed measures to make cell phone dialing more efficient in the sample design section above. SSRS utilizes several techniques to alleviate the problem of non-response in order to increase response rates. For these studies, SSRS will:

- Institute a call rule of original attempt plus four additional attempts for landline sample before considering a sampling unit "exhausted.";
- Vary the times of day, and the days of the week that calls are placed (differential call rule);
- Explain the purpose of the study and if requested by the respondent, state as accurately as possible the expected length of the interview;
- Permit respondents to set the schedule for a callback appointment. Make day-time callbacks for scheduled appointments;
- Provide a clear and early statement that the call is not a sales call.

We provide our training and quality control protocol for CATI data collection in Appendix I of this proposal.



5.1.6 Refusal Conversion

A key way to increase response rates is through the use of refusal conversion. SSRS has a core group of specially trained and highly experienced interviewers who work as refusal converters to redial all initial soft refusals and attempt to convert them to completed interviews.

5.1.7 Weighting

Survey data will be weighted to 1) adjust for the fact that not all survey respondents are selected with the same probability and 2) account for gaps in coverage in the survey frames. Weighting will be done in two stages. The first stage will include determining a design weight to account for unequal probability of selection among households and within households.

In the second stage, the data will be put through a post-stratification sample balancing ("raking") procedure utilizing state estimates for Virginia (or national or metro area) adults, balancing the sample to parameters such as gender, age, race/ethnicity, household telephone usage, and educational attainment.

If necessary, weights will be truncated ("trimmed") to minimize the effect of large weights. Business samples can be weighted based on the population of interest and available frame information. SSRS will work with VCU investigators to determine the weighting scheme.

5.2 Deliverables

As per requirements set forth in the RFP, SSRS's budget is based on providing the following deliverables upon completion of data collection. All deliverables will be provided to VCU within two (2) days of completion of data collection:

1. Fully labeled clean SPSS/SAS data file. Data will be cleaned in accordance with the applicable software's capabilities. We have the ability to provide data in other formats such as ASCII or Excel upon request.
2. Value and variable labels
3. Data dictionary
4. The full call record, including
 - a. The final disposition, and
 - b. Verbatim for all open-ended responses
5. A statement explaining the methodology employed, to include the following:
 - a. A description of interviewer training
 - b. A pretest description
 - c. Interviewing dates
 - d. Response rate(s) based on standard CASRO/ AAPOR formulas
 - e. Sampling error, and
 - f. Any unknown problems with interview content or execution; and
6. A monthly one-page recap report that:
 - a. 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. An example of a minor "course of business" problem is a respondent interviewing complaint that required investigation



5.3 Work Schedule/Timeline

We provide below key tasks and approximate number of business days it will take to perform those tasks. Additional tasks beyond the core set of tasks, such as coding, may require more time.

Tasks	Number of Business Days
Questionnaire review and feedback	3
Questionnaire programming (assumes 15-minute length)	7
Spanish translation (if required, assumes 15-minute length)	3
Pretest (if required) (assumes a poll with n=1000 at 15-minute length)	1
Data collection (assumes a poll with n=1000 at 15-minute length)	5 to 10
Final weighted data, methods report	2

5.4 Outcomes and Performance Measurement

The following key metrics will be used to evaluate outcomes and performance measurement:

- 1. Sample size and schedule:** SSRS project staff will monitor daily data collection to make sure that we achieve the target sample size during the agreed upon schedule. We will provide bi-weekly reports on completions to VCU investigators.
- 2. Survey length and incidence:** SSRS project staff will also monitor average survey length and survey incidence rate and report to VCU investigators.
- 3. Survey response rates:** SSRS project staff will monitor survey response rates. We will generate an AAPOR compliant response disposition report and submit to VCU on a weekly basis throughout the data collection period. SSRS will implement the following key initiatives to ensure that we achieve the highest possible response rate within budgeted resources:
 - a. Daily production and refusal rates are monitored for each interviewer** - A performance record for each interviewer is reviewed on a daily basis. This record includes production rate, refusal rate, dialing rate, and the number and average length of completed interviews among other measures. A review of these measures enables our field staff to identify interviewers who need special training. Necessary training and/or added supervision is tailored accordingly.
 - b. Monitor sample release** - SSRS project staff will monitor sample release with a goal of minimizing the amount of unresolved sample records by the end of data collection period.
- 4. Survey quality control:** SSRS will implement the following key initiatives to ensure that we deliver highest quality data:
 - a. A minimum of 10% of interviewers' work is monitored** - A minimum of 10% of each interviewer's work is listened to by an interviewing supervisor/monitor to ensure adherence to the appropriate procedures and handling.
 - b. Co-recording as well as monitoring** - SSRS's facilities allow interviewing supervisors to actually view a computer-assisted telephone interview as well as hear it. In this way, the supervisor hears and sees that given questions are being asked and recorded accurately.
 - c. Interviewer evaluation records** - Evaluation forms are completed by interviewing supervisors who rate individual interviewers on diction, refusal conversion, verbatim recording of open-ended question responses, and probing and clarifying of open-ended responses. Interviewers are counseled on their weaknesses and praised on their improvements.



d. **QC for bilingual interviewers** - SSRS maintains tight quality control over our bilingual interviewers. All bilingual Interviewers must be fluent in both English and Spanish. Spanish-speaking SSRS staff members can review questionnaires, CATI programs, and other relevant study materials. They can also listen to recordings of Spanish-language interviews in order to ensure the quality and accuracy of interviewing. These staff members work with our interviewing sites to ensure that the same level of quality we expect from our English-language interviewers is provided by the bilingual interviewing staff.

5. **Item non-response:** SSRS project staff will monitor item non-response for specific questions and alert VCU investigators in the event we detect higher than usual item non-response.

5.5 Overall Risk

Sample size and schedule: Inadequate capacity to deliver the target sample size within the desired time-frame can pose a risk to the study. SSRS will work collaboratively with VCU investigators in setting a realistic time-frame for the study. SSRS call centers have a combined capacity to deliver approximately 1100 interviewing hours every week. This is typically enough capacity for the proposed VCU work, dependent upon overall workload at the call centers across all projects and the final specifications of the VCU poll. In the event that more field resources are needed, we will utilize our data collection partners that house dedicated resources for SSRS work and alert VCU in advance of implementing this plan.

Staffing and redundancy plan: Depending on the volume of work, SSRS will establish core and back-up project teams. Back-up teams will be fully familiar with the project requirements and deliverables and will be able to provide support in the event the core VCU team is short-staffed.

Data collection cost: Cost of telephone data collection costs are progressively increasing. This increase is largely driven by increasing proportion of households only reachable by cellular phones and lower contact rates due to spam filter technology. SSRS and MSG (SSRS's sister company) have been actively looking into ways of making telephone data collection more efficient, including suppression of inactive telephone numbers within a cellular RDD sample, or CellWINS (proposed), and sampling at a higher rate cellular sample based on billing zip code (not presently proposed) for smaller area samples. In addition, SSRS actively monitors spam filters to make sure our number is not flagged as spam. SSRS has the needed expertise to support VCU's future data collection needs via ABS sampling methodology, hybrid ABS, RDD methodologies or even via web panels.

5.6 Other

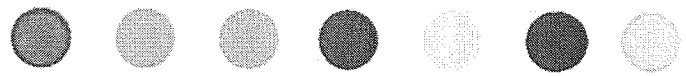
No other pertinent information to report to describe the work plan.

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

A signed SWaM commitment form is provided herewith in Appendix IV of this proposal.

5.8 Exceptions

University Proposal Section Number	Stated Exception
Price Proposal G.1	INSERTED SET-UP COST COLUMN
Price Proposal G.2	INSERTED SET-UP COST COLUMN



6. PRICE PROPOSAL

Below, we provide budget estimates based on various elements listed in the RFP. Our quoted prices are valid through September 2019. An annual cost inflation of 3% would apply for all work conducted past September 2019. Optional one-year agreements up to four years will be executed upon mutual agreement by both parties.

Budget notes:

1. SSRS has added a "fixed set-up cost" column in the prices submitted where applicable. Including set-up costs in Cost-Per-Interview (CPI) would overstate CPI for larger sample sizes and understate costs for smaller sample sizes.
2. It is assumed that RDD sample will always use a combination of landline (cost item 1 below) and cellular samples (cost item 2 below). Fixed set-up cost is therefore included as a separate column in the cost of landline sample (cost item 2 below). In the event VCU opts for only cellular sample (cost item 2), fixed set-up cost under landline sample for the appropriate survey length would apply.
3. All quoted prices below assume 80% incidence rate. Incremental cost for lower incidence groups is provided in section 6.3 below.
4. SSRS budget is based on scope of work and deliverables identified in this proposal. Any deviations from the assumed scope of work will need to be addressed separately.

6.1 Total Fixed Pricing: Landline Telephone Interviews

Landline Interviews	Set-up cost	CPI
(1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews:		
Average Interview Length		
5-7 minutes	\$7,756	\$43.46
8-10 minutes	\$8,199	\$51.45
11-13 minutes	\$9,315	\$59.55
14-16 minutes	\$10,263	\$66.36
17-19 minutes	\$11,388	\$72.25
20-22 minutes	\$12,048	\$82.26
(2) Twenty-six (26) up to (and including) fifty (50) survey projects:		
Average Interview Length		
5-7 minutes	\$7,596	\$42.56
8-10 minutes	\$8,030	\$50.39
11-13 minutes	\$9,123	\$58.32
14-16 minutes	\$10,051	\$64.99
17-19 minutes	\$11,153	\$70.76
20-22 minutes	\$11,800	\$80.56
(3) Fifty-one (51) and more survey projects:		
Average Interview Length		
5-7 minutes	\$7,437	\$41.66
8-10 minutes	\$7,861	\$49.33
11-13 minutes	\$8,931	\$57.09
14-16 minutes	\$9,840	\$63.62
17-19 minutes	\$10,918	\$69.27
20-22 minutes	\$11,551	\$78.87

6.2 Total Fixed Pricing: Cell Phone Interviews

Cell phone Interviews	Set-up cost	CPI
-----------------------	-------------	-----

(1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews:

Average Interview Length

5-7 minutes	\$352	\$85.17
8-10 minutes	\$352	\$101.55
11-13 minutes	\$352	\$113.74
14-16 minutes	\$352	\$123.05
17-19 minutes	\$352	\$130.24
20-22 minutes	\$352	\$166.10

(2) Twenty-six (26) up to (and including) fifty (50) survey projects:

Average Interview Length

5-7 minutes	\$345	\$83.41
8-10 minutes	\$345	\$99.45
11-13 minutes	\$345	\$111.39
14-16 minutes	\$345	\$120.52
17-19 minutes	\$345	\$127.56
20-22 minutes	\$345	\$162.68

(3) Fifty-one (51) and more survey projects:

Average Interview Length

5-7 minutes	\$338	\$81.66
8-10 minutes	\$338	\$97.36
11-13 minutes	\$338	\$109.05
14-16 minutes	\$338	\$117.98
17-19 minutes	\$338	\$124.87
20-22 minutes	\$338	\$159.25



6.3 Lower Incidence Surveys

Our pricing for lower incidence surveys is provided below:

10% increase in CPI for every 5% drop in incidence rate up to 50%, after that 15% increase in CPI for every 5% drop in incidence rate up to 30%. Incidence rate below 30% is not covered by this contract and will need to be budgeted separately.

6.4 Spanish Language Interviewing

Incremental translation and CPI cost for Spanish language interviewing is provided below.

Spanish Language Translation and Interviewing		
Length (minutes)	Translation cost	Incremental CPI
5-7 minutes	\$350	\$1.64
8-10 minutes	\$500	\$1.94
11-13 minutes	\$650	\$2.37
14-16 minutes	\$800	\$2.76
17-19 minutes	\$950	\$3.09
20-22 minutes	\$1,100	\$3.49

6.5 Coding Open-ended Responses

Open-end coding cost per open-end per interview is \$1.55.

6.6 Web Hosted Surveys

The following are incremental costs of providing an option to the respondent to complete the survey via web. It does not include any panel sample cost as those costs can vary greatly depending on the source.

Survey Length (minutes)	Total Cost
5-7 minutes	\$2,000
8-10 minutes	\$2,495
11-13 minutes	\$2,850
14-16 minutes	\$3,442
17-19 minutes	\$3,797
20-22 minutes	\$4,237



6.7 Recorded Interviews

The pricing schedule below assumes 16-minute survey length with quality control review and setting up an electronic file transfer of the recordings.

	Cost per recording
(1) Up to (and including) twenty-five (25) survey projects:	\$7.50 per recording
(2) Twenty-six (26) up to (and including) fifty (50) survey projects:	\$7.13 per recording
(3) Fifty-one (51) up to (and including) seventy-five (75) survey projects:	\$6.98 per recording
(4) Seventy-six (76) and more survey projects:	\$6.98 per recording

6.8 Surveys of Business Owners and Executives

The price schedule below assumes that sample will be obtained from D&B or similar sources. It also assumes businesses with 5 or more employees and that there will be no quotas or requirements for business of specific size.

Surveys of Business Owners and Executives	Set-up cost	CPI
(1) Up to (and including) twenty-five (25) survey projects, 25,000 interviews:		
Average Interview Length		
10-13 minutes	\$10,037	\$141.77
14-15 minutes	\$10,782	\$160.47
(2) Twenty-six (26) up to (and including) fifty (50) survey projects:		
Average Interview Length		
10-13 minutes	\$9,535	\$134.68
14-15 minutes	\$10,243	\$152.45
(3) Fifty-one (51) and more survey projects:		
Average Interview Length		
10-13 minutes	\$9,334	\$131.85
14-15 minutes	\$10,027	\$149.24



APPENDIX I: SSRS CATI DATA COLLECTION

Interviewer Recruitment, Training & Monitoring

SSRS interviewer recruitment process includes the following:

- Candidate Interview with factual and behavioral questions to assess professionalism, reliability and work style.
- Mock Interview conducted to assess comprehension and diction.
- A Learning Management on-line assessment to assess comprehension/retention and ability to follow direction.

SSRS interviewer training protocol includes the following:

- Three Day Classroom Training with focus on general survey work and concepts, including call listening, role play and limited dialing time on a basic study with review and feedback for all candidates.
- Day Four of Training is a full shift of dialing with a dedicated offline staff member to assist and provide side by side coaching.
- All interviewers receive additional study-specific training prior to commencing work on any study.

Interviewer monitoring:

A minimum of 10% of calls are listened to via remote live monitoring, side by side monitoring, and reviewing recorded calls. Calls are monitored by coaches, supervisors, coordinators, research directors, and project management.

Our interviewer monitoring and evaluation metrics include the following:

- Prompt and professional introduction (begins as soon as a call connects, using first and last name while reading introduction script fluidly and conversationally, including correct pronunciation).
- Handles respondent selection process knowledgeably and professionally, employing directive callback scheduling when appropriate with the ability to tailor to the circumstances of the call.
- Appropriate pace for study and respondent throughout entire call with a neutral tone that conveys fluidity, confidence and friendly professionalism.
- Listens actively and responds appropriately without hesitation to respondent questions and/or objections.
- Transitions smoothly from introduction to first scripted question and quickly into asking the next scripted question after responding to or rebutting respondent.
- Maintains call control while retaining objectivity, acknowledging and responding to concerns or questions while keeping the respondent on task, minimizing "chattiness" while assuring a complete (not partial) interview.
- Demonstrates mastery of reading questions and response categories verbatim while knowing when to read or not read response categories and/or explanatory phrases.
- Consistently probes "don't know" or "refused," vague, ambiguous and/or off-topic answers consistently and without leading.
- Manages resumption of a suspended interview fluidly and knowledgeably.
- Demonstrates ability to navigate the CATI system effectively, including but not limited to:
 - Enters appropriate detailed interviewer notes, including call or suspend notes;
 - Enters responses accurately, including accurate spelling of verbatim text entry;
 - Dispositions calls accurately;
 - Closes call with warmth, professionalism and appropriate level of respondent interaction.



Quality Control

SSRS is committed to maintaining high standards throughout the data collection process. Prior to the start of the study, the project director briefs and trains site-supervisors and interviewers on the issues specific to the study. Survey questions are reviewed, and mock interviews are conducted to ensure that all procedures are being followed. In addition, a written FAQ is created to serve as a manual for how to handle respondent questions, thus promoting interviewer consistency over time. Project managers, research directors, and a senior study management staff review sample dispositions daily. Research directors monitor interviews and provide feedback to interviewing staff. Call center supervisors provide daily feedback to interviewers on their performance.

In addition to the interviewer training session, SSRS maintains standard procedures to ensure the highest level of quality in the data collection process. Our quality control measures include:

- **Interviewer to supervisor ratio of 10:1** - This is meant to ensure that interviewers receive the necessary amount of supervision and scrutiny.
- **A minimum of 10% of interviewers' work is monitored** - At least 10% of each interviewer's work is listened to by an interviewing supervisor/monitor to ensure adherence to the appropriate procedures and handling. Because the skill levels of individual interviewers may vary, the assigned supervisor may actually monitor up to 50% or more of a given interviewer's work.
- **Co-recording as well as monitoring** - SSRS's facilities allow interviewing supervisors to actually view a computer-assisted telephone interview as well as hear it. In this way, the supervisor hears and sees that given questions are being asked and recorded accurately.
- **Daily production and refusal rates are monitored for each interviewer** - A performance record for each interviewer is reviewed on a daily basis. This record includes production rate, refusal rate, dialing rate, and the number and average length of completed interviews among other measures. A review of these measures enables our field staff to identify interviewers who need special training. Necessary training and/or added supervision is tailored accordingly.
- **Interviewer evaluation records** - Evaluation forms are completed by interviewing supervisors who rate individual interviewers on diction, refusal conversion, verbatim recording of open-ended question responses, and probing and clarifying of open-ended responses. Interviewers are counseled on their weaknesses and praised on their improvements.
- **Accuracy of CATI programming** - Following an internal review of the program by the SSRS operations data processing team, our project management team carries out extensive testing of the program to verify that all skip patterns are working correctly and all scenarios are following proper pathways through the survey. Multiple testers are engaged in running through a comprehensive list of possible pathways through the survey. Our staff thoroughly test the CATI and web in-language Spanish programs. We also run thousands of cases of randomly generated data through the survey and carefully review the data output as another check on the accuracy of the survey logic. Prior to going in field, data programmers write a separate cleaning program to verify the accuracy of the data, both randomly generated, and as it is being collected. Moreover, on an on-going basis, the survey research team monitors marginal response frequencies of the still-compiling data set.



- **QC for bilingual interviewers** - SSRS maintains tight quality control over our bilingual interviewers. All bilingual Interviewers must be fluent in both English and Spanish. Spanish-speaking SSRS staff members can review questionnaires, CATI programs, and other relevant study materials. They can also listen to recordings of Spanish-language interviews in order to ensure the quality and accuracy of interviewing. These staff members work with our interviewing sites to ensure that the same level of quality we expect from our English-language interviewers is provided by the bilingual interviewing staff.



APPENDIX II: PRESERVING RESPONDENT CONFIDENTIALITY

SSRS regularly conducts surveys on a variety of topics that include personally sensitive information including a range of health-related topics, risk behaviors including legal and illegal activity (e.g., smoking and consumption of alcohol by minors), religious observance, and attitudes toward antisocial behavior.

All personal information is stored in a separate file from survey responses and is never aggregated in any file delivered back to the client. All SSRS data are maintained on a password-protected server in folders accessible to project staff only. Data files are transported through secure FTP sites. Encryption is added at the client's request and is frequently part of our data storage and delivery procedures.

Internally, SSRS staff accesses data from our password-protected server. Data files are shared as links into the project folders and can only be accessed by those who are cleared to access those folders and whose password provides access to the server.

A significant part of each employee's training at SSRS deals with the importance of security and confidentiality. In order to maintain our standards for security, SSRS ensures that:

- All employees sign a security agreement that indicates they will not violate the confidentiality of SSRS or its clients.
- On a day-to-day basis, routine security measures include referring to studies by generic job numbers rather than titles or subject matter.



APPENDIX III: SMALL, WOMEN-OWNED AND MINORITY-OWNED (SWaM) BUSINESS COMMITMENT

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.*

Given the scope of work (telephone data collection), there is very limited opportunity to utilize SWaM certified subcontractors. To the extent feasible, SSRS will utilize SWaM contractors for any mail components and questionnaire translations. The present scope of work does not require mailing and translation for every project.

It is therefore difficult to commit to utilization of DSBSD SWaM businesses for this proposal.


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: Chintan Turakhia
Email: cturakhia@ssrs.com
Phone: 484-840-4407
Firm: AUS Marketing Research Systems, Inc. DBA/SSRS

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: Chintan Turakhia
Title: Executive Vice President, Strategic Research & Emerging Technologies
Email: cturakhia@ssrs.com

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



APPENDIX IV: INVOICING AND PAYMENT

APPENDIX 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:



Lisa Buckmaster

Director of Administration

AUS Marketing Research Systems, Inc. DBA/SSRS

6/5/2018

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: Lisa Buckmaster Title: Director of Administration
Mailing address: 1 Braxton Way, Suite 125
Glen Mills, PA 19342
Email address: lbuckmaster@ssrs.com
Phone number: 484-840-4395
Fax number: 484-840-4599