

# VCU Procurement Services

## CONTRACT RENEWAL

**DATE:** June 28, 2023

**CONTRACT TITLE:** Annual Giving Services - Direct Mail Services (Optional Use)

**CONTRACT NO:** C0001188

**LEGACY CONTRACT NO:** N/A

**NEW START DATE:** 7/16/2023

**NEW END DATE:** 7/15/2024

**RENEWAL NUMBER:** One (1)

**CONTRACTOR:** Marketing Communication Resource Inc

### PRICING:

Select one of the options below.

- Pricing remains the same as the previous contract period (including 5% off quoted projects).
- Attached is the revised pricing in accordance with the contract terms.

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

**RESPONSE:**

Marketing Communication Resource Inc

Name of Firm



Signature

Shawd Thomas

Name Printed

Sales Consultant

Title

4/28/2023

Date



# VCU Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: C0001188**

This Contract entered into by Marketing Communication Resources, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, hereinafter 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 the execution of the contract by both parties through two (2) years with up to one (1) one (1)-year renewal option.

**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 dated May 10, 2021; and
- (3) The Request for Proposals # 134177943CK dated August 31, 2020 including Addendum 1 dated September 24, 2020; and
- (4) The Contractor's Proposal dated October 1, 2020.

All of the above 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:**

Marketing Communication Resources,  
Inc.

By: \_\_\_\_\_

Name Printed: Shawn Thomas

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sales Consultant

6/28/2021

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: \_\_\_\_\_

Name Printed: John McHugh

Title: Director, Procurement Services

Date: \_\_\_\_\_

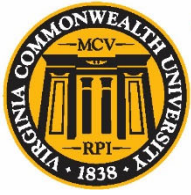
## **NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT**

**Date: May 10, 2021**

**RFP #134177943CK – Annual Giving Services**

### **Purchasing Agency and Contractor agree as follows:**

1. Contractor will offer an on-line sample portal with 50,000 annual fund direct mail pieces.
2. MCR will offer database and reporting services that will be offered at no cost.
3. Contractor will offer a 5% discount on quoted projects from this RFP.



# VCU Procurement Services

## Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
#134177943CK

**Issue Date:** AUGUST 31, 2020

**Title:** ANNUAL GIVING SERVICES

**Issuing and Using Agency:** Virginia Commonwealth University (VCU)

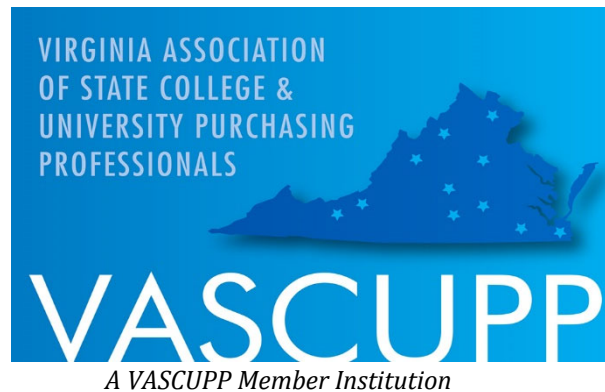
**Direct Inquiries to:** CHRISTOPHER C. KERSEY, CPPB, CUPO  
ckersey2@vcu.edu

**Questions due by:** SEPTEMBER 17, 2020

**Proposal Due Date (Firm):** OCTOBER 2, 2020  
2:00 PM

**Electronic Proposal Delivery:** eproposals@vcu.edu  
*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>



**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
ANNUAL GIVING SERVICES  
#134177943CK**

**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 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 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 DSBS CERTIFIED: ( ) YES ( ) NO      VIRGINIA DSBS CERTIFICATION#: \_\_\_\_\_

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <b>add an attachment sheet to this form with details.</b>	<b>See Paragraph XII for more information</b>
--	---

**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

<b>I.</b>	<b>PURPOSE</b> .....	<b>4</b>
<b>II.</b>	<b>THE UNIVERSITY</b> .....	<b>4</b>
<b>III.</b>	<b>PRE-PROPOSAL CONFERENCE CALL</b> .....	<b>5</b>
<b>IV.</b>	<b>STATEMENT OF NEEDS</b> .....	<b>5</b>
<b>V.</b>	<b>THE REQUEST FOR PROPOSALS PROCESS – GENERAL</b> .....	<b>8</b>
<b>VI.</b>	<b>PREPARATION OF WRITTEN PROPOSALS – GENERAL</b> .....	<b>9</b>
<b>VII.</b>	<b>SUBMISSION OF PROPOSALS</b> .....	<b>9</b>
<b>VIII.</b>	<b>PROPOSAL RESPONSE FORMAT</b> .....	<b>10</b>
<b>IX.</b>	<b>SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWAM)</b> .....	<b>12</b>
<b>X.</b>	<b>ADDENDA</b> .....	<b>13</b>
<b>XI.</b>	<b>PROPOSAL ACCEPTANCE PERIOD</b> .....	<b>13</b>
<b>XII.</b>	<b>CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION</b> .....	<b>13</b>
<b>XIII.</b>	<b>LATE PROPOSALS</b> .....	<b>13</b>
<b>XIV.</b>	<b>QUESTIONS AND EXPLANATIONS TO OFFERORS</b> .....	<b>14</b>
<b>XV.</b>	<b>COMMUNICATIONS WITH VCU DURING THE RFP PROCESS</b> .....	<b>14</b>
<b>XVI.</b>	<b>ORAL PRESENTATIONS</b> .....	<b>14</b>
<b>XVII.</b>	<b>BEST AND FINAL OFFERS (BAFO)</b> .....	<b>14</b>
<b>XVIII.</b>	<b>QUALIFICATIONS OF OFFERORS</b> .....	<b>14</b>
<b>XIX.</b>	<b>CANCELLATION OF SOLICITATION</b> .....	<b>14</b>
<b>XX.</b>	<b>EVALUATION CRITERIA</b> .....	<b>14</b>
<b>XXI.</b>	<b>AWARD OF CONTRACT</b> .....	<b>15</b>
<b>XXII.</b>	<b>GENERAL TERMS AND CONDITIONS</b> .....	<b>15</b>
<b>XXIII.</b>	<b>SPECIAL TERMS AND CONDITIONS</b> .....	<b>22</b>
<b>XXIV.</b>	<b>FEDERAL TERMS AND CONDITIONS</b> .....	<b>26</b>
<b>XXV.</b>	<b>ATTACHMENTS</b> .....	<b>26</b>

## I. **PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified firms for Annual Giving Services to secure pledges and donations to support the operational activities of Virginia Commonwealth University (VCU) for the Development and Alumni Relations Department. Firms are encouraged to submit proposals for individual or comprehensive service offerings.

Term: The initial contract term shall be two (2) years, with the option of a one (1)-year renewal, to be exercised upon mutual signed agreement by authorized representatives of both parties.

- B. **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 in the above paragraph 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 contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. **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.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children's Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU's 17 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 CALL**

An optional pre-proposal conference call will be held at 11:00 AM on September 15, 2020.

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to ckersey2@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial-in information is below:

Dial-in: 1-866-845-1266

Participant Pin: 34334192

### **IV. STATEMENT OF NEEDS**

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that the utilization of the words "shall" or "must" indicates a mandatory requirement. Offerors may submit proposals for only the Service Groups they are able to provide services.

#### **A. DIRECT MAIL SERVICES**

1. Substantial planning and strategy support should be provided by the Contractor.
2. The Contractor must accommodate variable printing options that match the fonts and colors approved by VCU <http://www.identity.vcu.edu/identity/index.html>. Additionally, dynamic imaging representing varied segments are required to brand specific units within the university.
3. The Contractor must have premium mailing capability. This means having the ability to package "premium" (promotional) materials within a solicitation piece.
4. The Contractor must be able to design and print high-quality direct mail pieces that qualify for the nonprofit bulk rate postage.
5. The Office of Annual Giving will provide the Contractor with data in CSV comma delimited or Excel file format. These files will include information to be used for personalization of mailing pieces. This data will be sent through the Contractor provided a secure FTP website. Additionally, all artwork and other content will be created and packaged through the most recent version of Adobe InDesign or vector files.
6. Each individual mail package will take the effort of VCU and the Contractor working collaboratively, however, most design work will be completed in-house by our Director of Creative Content. Branding style, text, images, photos, signatures and other information will be provided by VCU. For each part of the process, we are open to suggestions and ideas that will help us meet our goals.

7. The Contractor must be able to offer design and writing support if VCU is unable to provide design or copy for a specific mailing.
8. VCU requires that digital final proofs are sent in a timely manner. This is for final quality control efforts. Variable data, quality of material and color quality are checked at this stage before final approval.
9. The contractor must be able to offer many levels of segmentation with dynamic images and text.
10. Contractor shall submit with their proposal response samples of direct mail for nonprofit or higher education representative of acquisition, renewal and special initiatives. A Contractor with a gallery of templates and designs is preferable.
11. Address append and address validation services whose data exchange must come in a CSV comma delimited file.
12. The ability to integrate with Salesforce Marketing Cloud is preferred. Typical Salesforce Marketing Cloud integrations include an API or SFTP pickup that triggers the creation of a direct mail marketing send.

**B. TELEMARKETING AND RESEARCH SERVICES (PHONE)**

1. The Contractor must provide comprehensive telemarketing services for the VCU base of alumni, and in the future, other VCU constituents (e.g., parents, friends, grateful patients, etc.).
2. The Contractor will provide phone number append, wireless append and phone number validation and research services.
3. Necessary telemarketing services shall include:
  - a) Collaboration with scriptwriting
  - b) Ability to update scripts in real time
  - c) Strategic planning
  - d) Data mining
  - e) Ask-level strategies
  - f) Segment and pool categorizing.
4. Additional, preferred services should include the capacity for planned, leadership and major gift modeling.
5. The Contractor must have the ability to perform automated dialing that cycles through a hierarchy of phone numbers on file for each constituent.
6. The Contractor should have the ability for caller to review details of constituent prior to person to person contact.
7. A successful Contractor will:
  - a) Average 60 calls per hour with 4-6 completes per hour.

- b) Achieve an overall completion rate of 50%
  - c) Have a contact percentage of completed calls falling between 50 and 75 percent. Contact rate indicates what percentage of the completed records should result in a solicitation (contact).
  - d) Maintain a credit card participation rate above 40 percent.
8. VCU requires seamless data transfer between the Contractor's calling application and the VCU constituent donor database. This connection should be in an automated SFTP or API/REST API format and be made available nightly or on-demand. The Contractor must provide the field layout and data specifications for the input and return data files. Testing prior to real time deployment is required by VCU to the extent that VCU is satisfied with configuration and security standards are met.
  9. The Contractor must make available all collected information including, but not limited to:
    - a) Credit card transaction confirmation file
    - b) Pledge data (including payment schedule for recurring transactions)
    - c) Biographical corrections
    - d) Response/call status/disposition for each phone number or email attempted
    - e) All other recorded information
  10. The Contractor must have the ability to use our in-house credit card form when collecting credit card donations or have the ability to use [Authorize.net](#) as the payment gateway.
  11. The Contractor must adhere to PCI Level 1-compliant credit card procedures.
  12. The Contractor's calling application must provide VCU staff with standard and customized on-demand reporting. Reporting must identify all individuals who were contacted with the result of that contact. VCU personnel must be supplied with access to all back-end reporting and must be properly trained on how to use the software.
  13. The Contractor must have the ability to send pledge fulfillment billing reminders (also including print, email and text) to include but not be limited to next-day, 15-day, 30-day, and 45-day.

C. CROWDFUNDING SERVICES

1. Contractor must provide the option for online giving integration, including crowdfunding and/or giving day platforms.
2. Contractor must have ability to use [Authorize.net](#) for merchant gateways.
3. Contractor should have ability to have multiple payment gateways (four foundations).
4. VCU requires seamless data transfer between the Contractor's calling application and the VCU constituent donor database (Blackbaud eCRM). This connection should be in an automated SFTP or API/REST API format and be made available nightly or on-demand. The Contractor must provide the field layout and data specifications for the input and return data files. Testing prior to real time deployment is required by VCU to the extent that VCU is satisfied with configuration and security standards are met.

5. The Contractor must make available all collected information including, but not limited to:
  - a) Credit card transaction confirmation file
  - b) Pledge data (including payment schedule for recurring transactions)
  - c) Biographical information
  - d) Response/call status/disposition for each communication attempted
  - e) All other recorded information
6. Contractor will also provide professional services related to crowdfunding, including but not limited to training, implementation training, and strategic consultation.
7. Contractor must have technical support and a dedicated customer success manager
8. Contractor should have the ability for multi-step workflow with an approval process that includes different creators, editors, reviewers and approvers
9. Contractor should have the ability for admins to communicate in-platform with advocates, volunteers, campaign owners and supporters
10. Contractor must have the ability for constituents to share out campaigns in-platform
11. Contractor must have peer-to-peer crowdfunding capabilities that allow constituents to create their own campaigns and pages
12. Contractor should have ability to provide customized receipting with branding, logos, copy and signatures that pull from dynamic content
13. Contractor should have ability to provide customized confirmation pages with branding, logos, copy and signatures that pull from dynamic content
14. Contractor should have mapping functionality that shows where constituents are giving from
15. Contractor should have the ability for constituent to select an affinity during checkout process
16. Contractor should have the ability to include an affinity widget on the campaign page that displays the affinity of supporters
17. Contractor should have social media feed between campaign site and social media pages

**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. **Electronic Delivery Required:** As noted on the solicitation cover sheet, proposals must be electronically delivered to a specific email address prior to a FIRM deadline. Physical 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 Offerors may occur. If so, these Offerors 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 is 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. **Electronic Copy of the Entire Proposal**
    - a) One electronic copy (via email) of the entire proposal including all attachments and proprietary information.

**VII. SUBMISSION OF PROPOSALS**

- A. Electronic proposals 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. Physical and facsimile submissions shall not be accepted in lieu of an electronic-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 the timestamp associated when emails were received at [eproposals@vcu.edu](mailto:eproposals@vcu.edu)
- D. The RFP number must be noted in the subject line of the email, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear in the body of the email. Example:

From:

Name of Contractor	Due Date	Time
Street or Box Number	RFP No.	

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 NOT be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the email.

## **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.

### **C. Qualifications of the Firm**

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years, which are similar to those required by VCU.

### **D. Qualification of the Staff**

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

### **E. References**

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

### **F. Work Plan**

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

1. **General** – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. **Deliverables** – Fully describe all of the deliverables to be submitted under the proposed contract.
3. **Work Schedule/Timeline** – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided.

Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.

4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) 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 cover sheet 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.

<b>Column I Description</b>	<b>Column II Quantity</b>	<b>Column III Price</b>	<b>Column IV Extended Price (Columns II x III)</b>
1. RECORDS	5,000	\$ _____/EA	\$ _____
2. RECORDS – LOT OF 10,000 (NOT TO EXCEED 100,000 RECORDS)	10	\$ _____/LOT	\$ _____
3. SERVICE REQUIREMENTS	1	\$ _____/EA	\$ _____
4. MANAGEMENT SERVICES	1	\$ _____/EA	\$ _____
5. DATA INTEGRATION AND REPORTING SERVICES	1	\$ _____/EA	\$ _____
6. DIRECT MAIL SERVICES	1	\$ _____/EA	\$ _____

7. TELEMARKETING AND RESEARCH SERVICES (PHONE)	1	\$ _____/EA	\$ _____
8. CROWDFUNDING SERVICES	1	\$ _____/EA	\$ _____

<b>Total Quote Amount</b> (sum of prices in Column IV)	\$ _____
---	----------

**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 SWaM (Small, Women, and Minority-owned) businesses to contribute to the establishment, preservation, and strengthening of such businesses, 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 complete and submit Appendix I (see section XXV: Attachments) unless Offeror is currently a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM business. DSBSD-certified SWaM businesses must include their certification number on the coversheet of this RFP upon submission to VCU but are not required to complete Appendix I.**

If Offeror is currently a DSBSD-certified SWaM business and is awarded a contract from this RFP, Offeror agrees to maintain such certification for the life of the contract (provided Offeror remains eligible). For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>

If the awarded firm is not DSBSD certified but can qualify for certification under DSBSD guidelines, the awarded firm is strongly encouraged to apply for certification within 60 days after award of the contract. Eligibility will be determined by the DSBSD.

**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 business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by 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 with Small Businesses and Businesses Owned by Women and Minorities).** The Offeror’s response must include a description of which portion(s) of the work will be subcontracted, and must include the names and addresses of potential subcontractors that are currently certified as SWaM businesses through DSBSD.

**SWaM REPORTING AND DELIVERY REQUIREMENTS:**

Unless the Contractor is a DSBSD-certified SWaM business, the Contractor shall submit quarterly reports on the direct involvement of DSBSD-certified SWaM Businesses (subcontractors) 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 in Appendix I for utilization of certified SWaM businesses.

The Contractor shall provide this information quarterly to: [swamreporting@vcu.edu](mailto:swamreporting@vcu.edu)



Failure to submit the required information shall be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoice payments being withheld until such time as the required information is provided, at VCU's discretion.

**X. ADDENDA**

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged and effective.
- 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 Offeror. 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:

- A. Clearly denote on the cover page of the proposal that it contains proprietary information.
- B. 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.
- C. 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.

Section XII shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

**XIII. LATE PROPOSALS**

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official date and time used in the receipt of responses is the timestamp associated when emails were received at [eproposals@vcu.edu](mailto:eproposals@vcu.edu). It is the sole responsibility of the Offeror to ensure 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: **September 17, 2020.**

**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 Offeror 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 Offeror's presentation team.

**XVII. BEST AND FINAL OFFERS (BAFO)**

At the conclusion of negotiations, the Offeror(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 Offeror (s). The Offeror(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.

Qualifications and Experience	30%
Methodology/Approach	30%

Pricing Schedule 35%

SWaM Status/Utilization\* 5%

*\*Offeror's status as a Virginia DSBSD-certified SWaM Business, or Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in 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 (ten) 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 <https://vascupp.org/hem.pdf>.
- 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. To the extent any provision of Contractor's Proposal, Quote, Statement of Work, Addenda, or other related documents is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void.
- 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, 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 who performs work relative to this RFP.
- 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, and 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 receipt of 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 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 are 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.(a) 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 contract 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 contract 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.)
  5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)
- 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) includes 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.

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 regulations 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.

X. eVA REGISTRATION AND FEES: Awarded Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this solicitation/contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. 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 the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

Y. FERPA: The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this contract, required by law, or authorized in writing by the University.

Z. 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.

- AA. LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees, and agents in connection with this contract or any goods, services, actions, or omissions relating to this contract.
- BB. 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.
- CC. FORCE MAJEURE: Neither party will 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, pandemics, government orders, civil disturbances, fires, natural disasters, and acts of God.
- 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 the General Assembly appropriates funds, or other applicable funding sources provide funds, for the purpose of this contract.
- FF. 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 contract, 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 contract.
- GG. REALSOURCE: This solicitation and resulting contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit [realsource.vcu.edu](http://realsource.vcu.edu). Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

### **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. TERMINATION OF CONTRACT: VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.
- D. PROMPT PAYMENT DISCOUNTS: Virginia Commonwealth University will pay within 30 days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount. Such an offer, if present, shall be factored into the evaluation of Offeror's proposal.
- E. 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.
- F. 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.
- G. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to VCU that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- H. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- I. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- J. 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.

- K. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written contract of both parties for one (1) one (1)-year period under the terms and conditions of the original contract. 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.
- L. 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.
- M. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to ensure 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 contracts 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 contract 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 Contractor'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 contract, VASCUPP is not bound to use the contract and any use of the contract is strictly optional.

If the VASCUPP institutions choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract 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 contract. 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 contract.

- 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 INVESTIGATION: If Contractor employees and agents will be on the VCU campus, Contractor must comply with the following: Contractor shall 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 or proprietary information, or data about VCU personnel 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 found at:

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

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- 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.
- R. SECTION 508 COMPLIANCE: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of the University (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 below 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.
- S. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
- (a) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - (b) 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;
  - (c) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - (d) 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 University determines (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.

#### **XXIV. FEDERAL TERMS AND CONDITIONS**

- A. For any purchase resulting from this RFP which is funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of the purchase contract between the parties.
1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
  2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
  3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
  4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
  5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
  6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.
  7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
  8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
  9. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
  10. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

#### **XXV. ATTACHMENTS**

- A. DATA AND INTELLECTUAL PROPERTY PROTECTION ADDENDUM

# ATTACHMENT A

## Data and Intellectual Property Protection Addendum

### 1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Agreement.
- b. “Personally Identifiable Information” includes but is not limited to the following: 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 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 access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

### 2. Rights and License in and to the University Data

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

### 3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Contractor 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. Contractor agrees to assign and hereby assigns to the University all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Agreement, 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 intended to or shall be construed to apply to existing intellectual property created or owned by the Contractor 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 Contractor, and seeks ownership rights only to the extent Contractor is being engaged to develop certain intellectual property as part of its services for the University.

- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

#### 4. Data Privacy

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

#### 5. Data Security

- a. Contractor 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 Contractor'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, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If Contractor stores Personally Identifiable Information as part of this Agreement, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the



sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

## 6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and temporary who may have access to University Data 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>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence, and sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors and institutional resources. Individuals with failed background checks shall not participate in the performance of this Agreement and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term.

## 7. Data Authenticity and Integrity

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

## 8. Security Breach

- a. **Response.** Upon becoming aware of a Security Breach or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor 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, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. **Liability.** If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

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

- a. Except as otherwise expressly prohibited by law, Contractor will
  - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
  - ii. consult with the University regarding its response;
  - iii. 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
  - iv. provide the University with a copy of its response upon the University's request.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer of University Data 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. Contractor 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, the University will have reasonable access to University Data during the transition. In the event the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.
- b. Contractor 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 Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor 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. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor 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 Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):

- i. 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 Contractor's security policies, procedures and controls;
- ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- iii. formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, upon University request, Contractor will provide 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, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

## 12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor 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 Contractor upon request.
- b. Contractor 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.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (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 below 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*.
- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
  - i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - ii. 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;
  - iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - iv. 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 University determines (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.

13. No End User agreements

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

14. Contractor Account Security

If Contractor is a registered vendor in eVA or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. University will not be responsible for a third party's fraudulent collection of University payments due to the Contractor's failure to update or protect its account information.

15. Survival

Contractor's obligations under Section 10 shall survive termination of this Agreement until all University Data has been returned or securely destroyed.

## APPENDIX I

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

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

#### **Definitions**

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business 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:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
  - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these

persons claim to be a part.

- **Service Disabled Veterans:** Veterans who are small business owners can obtain Service Disabled Veteran-owned “status” in the SWaM vendor database. This is not a separate certification; it is a designation of those businesses that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services. Veterans wishing to apply for service disabled veteran status must first seek eligibility certification from the Department of Veteran Services by calling (804) 786-0286 or visiting the DVS website at [www.virginiaforveterans.com](http://www.virginiaforveterans.com) . Veterans can apply for small, women-owned or minority-owned certification with the Department of Small Business and Supplier Diversity before or after obtaining an eligibility certificate from DVS. Both services are available at no charge.
- **Disadvantaged Business Enterprise:** The Disadvantaged Business Enterprise (DBE) certification program is a Federal program. The purpose is to increase the participation of certified DBEs in projects funded by the US Department of Transportation and other federal sectors. Projects typically include heavy construction, such as building and designing roads, bridges, railroads, ports, and airports. The Program is governed by the U.S. Federal Regulations in 49 CFR Parts 26 and 23.
- **The Virginia Unified Certification Program** includes two certifying agencies:
  - The Department of Small Business and Supplier Diversity (DSBSD)
  - The Metropolitan Washington Airports Authority (MWAA)

There is no need to submit an application to both agencies. Federal DBE certification by either agency is fully accepted throughout Virginia.

If you plan to participate in the procurement process with one of the Commonwealth of Virginia’s state agencies that does not receive federal transportation funds, you need to apply for SWaM certification, not DBE certification. To apply for SWaM certification, please [click here](#).

- **Employment services organization (ESO):** is an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
- **8a** is a SBA federal certification. If a firm provides documentation that they are certified as such they can participate in the SWaM program without any additional paperwork.
- **EDWOSB**-stands for economically disadvantaged woman owned small business. This too is a federal certification that is verified by WBENC. Again no additional paperwork is required other than the WBENC certification document.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently 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/>) in order 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, PO Box 3985 Scranton, PA 18505, 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 VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

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

Payment:

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, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

**Payment Methods**

**1. Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) 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.

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

**2. Paper Check**

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

\_\_\_\_\_ Commercial Card Payment (Wells Fargo VISA)

\_\_\_\_\_ Paper Check



**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 134177943CK – Addendum 1

---

September 24, 2020

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 134177943CK

Commodity/Title: Annual Giving Services

Issue Date: August 31, 2020

Proposal Due: October 2, 2020

Pre-Proposal Conference: September 15, 2020

A. The above is hereby changed to read:

The RFP Opening Date has been extended to **October 7, 2020 at 2:00 PM.**

Proposals must be e-mailed to [eproposals@vcu.edu](mailto:eproposals@vcu.edu).

B. Responses to Questions Received:

1. Will the vendor have to provide both direct mail and mobile engagement platforms?

**No, the vendor can provide either and is not required to provide both.**

2. Are you looking for 1-way or 2-way mobile engagement?

**2-way, bulk messaging and P2P.**

3. How many mobile messages do you expect to send/receive annually?

**Send an unlimited number of texts. We have roughly 117K+ mobile numbers. Ideally, we are sending texting campaigns to smaller segments that are manageable in the P2P environment. That said, there are occasions (maybe 2x a year) where we would send a bulk message to all.**

4. How many users will you have with the mobile engagement platform?

**Minimum of 12, but the ability to add more.**

5. Are you looking to drive inbound engagement via text in addition to the outbound efforts?

**Yes. We want to provide incentives and or gamify engagement in some campaigns.**

6. Will a vendor be eliminated if they are considered a Peer to Peer platform vs an Auto Dialer?

**Autodialer as I understand it would be an infraction of the Telephone Consumer Privacy Act (TCPA) laws and put VCU at risk. Peer to peer involves human planning, interaction, scheduling and execution and therefore is not perceived as a TCPA infraction**

7. Will a vendor be eliminated if they do not integrate with your current CRM platform?

**The vendor should provide access to system data as specified in the RFP. A turnkey integration is not required.**

8. What is the timeframe for these services to begin? We understand the term is two years with an optional year but are curious of the start timeframe of the services.

**We are looking to begin services in the late spring of 2021.**

9. The design work will be completed in-house by VCU Director of Creative Content. We understand VCU will be open to suggestions – to what extent are we able to make adaptations based on best practices?

**Designs need to comply with VCU's brand standards, but we are certainly willing to change our designs based on best practice recommendations. It is preferable to use our in-house designer, but we are also open to the idea of using a vendor's designer if needed.**

10. Regarding telemarketing, item 9.e. on page 7, please describe in more detail "All other recorded information."

**Generally, this would refer to "caller comments" or any other important information collected during the course of the call that does not fit into the categories in 9.a. through 9.d.**

11. Specifically, the RFP implies you are looking for an "out-sourced" or "off-campus" calling program.

- a. Has VCU conducted a phone program using students as callers?

**Yes.**

- b. Would VCU consider moving the previously "off-campus" calling program to a current student calling program?

**We have had an on-campus calling program since FY13. We made the decision to move off-campus in FY21 due to COVID.**

- c. Due to the pandemic, we understand current students may also call remotely - we are just wanting to determine if VCU would consider putting students on the phones rather than outsourcing the calls to telemarketers.

**Yes, we have employed VCU students as our callers since FY13. The decision was made that we would not allow students to conduct fundraising calls remotely. There were concerns about PCI compliance and other privacy concerns.**

12. Understanding that recommendations are sought, is there a current or past schedule of appeals that would suggest timing of solicitations throughout the fiscal year that could help to inform strategy?

**We send out bi-monthly anniversary appeals (previously did these monthly but moved to this schedule to be more cost effective). These drops range in size but are typically 1-2k households.**

**In previous years we did three renewal drops with a typical schedule of September, March and June. These drops would usually be around 10k households. We previously sent two drops to our loyalty society (appeal and stewardship) in December and April. This is around 3,500 households. We also have coordinated school/college/unit based drops in August, November, and May. These can range in size dramatically depending on which schools/colleges/units participate from about 15k up to about 100k.**

**This fiscal year we moved to a new model where the units solicit in the fall and we solicit for renewal in the spring. We have added in acquisition into our fall calendar. We are doing unit drops in August, November, and December. We are sending acquisition appeals to approximately 50k households in September, December, and March. Loyalty society appeal/stewardship will drop in February. Renewal appeals will be sent in March and May to approximately 10k households. We will also send a leadership appeal to assigned prospects in early May.**

**Here is the schedule breakdown:**

**6 bi-monthly anniversary appeals (1-2K homes per mailing)**

**3 Renewal appeals (10k homes per mailing)**

**2 Loyalty Society appeals (3,500 homes per mailing)**

**3 campus partner campaigns (1K - 25K homes depending on school and segment) {arts, business, H&S, Health Progressions, Education, Engineering, Libraries, Medicine, Nursing, Pharm, Social Work, Govt & Public Affairs}**

**3 acquisition appeals (50k homes per mailing)**

**1 Leadership appeal (2,500 homes)**

- a. What are the typical quantities for each appeal?

**Outlined above.**

13. Can you confirm that it is possible to bid on portions of the services requested – Direct Mail Services, Telemarketing and Research Services, Crowdfunding Services – rather than the full suite of services?

**Yes, vendors may bid on portions of the RFP services requested.**

14. Is VCU open to payment services providers outside of Authorize.net if they promise a far better donor experience (e.g. incorporation of digital wallets)?

**Vendors must support Authorize.net, as stated in the RFP. If multiple payment processors are supported, and additional functionality is available using another processor, that will be considered, but Authorize.Net must be an option as a payment processor.**

15. How many online gifts and online dollars were transacted in FY20 and FY19 through VCU's giving day and crowdfunding campaigns (e.g. excluding checks, stock transfers, prior commitments, etc.)? Please also be sure to exclude online gifts made outside of VCU's non-giving day / non-crowdfunding pages.

**FY19 - 1,015 CrowdFunding transactions (Does not include the 2,593 Peer-to-peer fundraising transactions)**

**FY20 - 700 CrowdFunding transactions (Does not include the 1,610 Peer-to-peer fundraising transactions)**

16. Outcomes and Performance Measurement – Do we need to use our own system to track performance or use any other technology integrations?

**It's highly likely that the vendor would use their platform for performance and analysis through collaboration of data files being shared by VCU. (VCU will use internal reporting to measure against vendor reporting at times).**

17. Section B. #13: (15-day, 30-day, and 45-day) When do we need to print or can we go paperless?

**The preference would be to have both printed and paperless reminders. A lot of our current phone donors respond to and send back our paper reminders.**

18. Number of users: How many people are on your mailing list?

**There are 193K mailable addresses but as a budget-conscious development enterprise, it is likely that we only mail to the top 50% of alumni that score as most engaged through a variety of scoring models. That leaves roughly 96-100K records mailed in a fiscal year.**

19. Does VCU use a non-profit permit number through USPS?

**Yes. However, I believe we typically use our current mail vendor's permit and are charged back.**

20. Is it required to use their permit number through USPS or can we use our mailing partners?

**We are fine using the mailing partner's and being charged back as long as we are able to get nonprofit postage rates.**

21. Who is responsible for the follow up thank you letters, emails, etc.?

**VCU's gifts and records management executes a combined receipt/stewardship process for gifts made online or via check. Online gifts received a confirmation AND a receipt. Gifts received via direct mail (check or credit card) are processed and paper receipted using the USPS.**

**\*Some campus partners also send supplemental digital or paper "thank you" letters, emails, etc.**

**\*\*There is an opportunity to further steward donors after the initial confirmation or receipt is received.**

22. What is the sizing on printed and mailing pieces?

**Varies greatly from a postcard of all sizes to 8" x 11.5", 8.5" x 14", 11" x 17" with an array of carriers. We also experiment with die cuts and self-mailers.**

a. Final piece size with the # pages?

**This would vary depending on a number of factors.**

b. How many mailings do they expect per year?

**Please reference our schedule supplied in Question No. 12 for our current/past solicitation schedule. We are open to making changes to that schedule based on vendor's guidance.**

c. Will they always be the same number of mailings (with the exception of the follow up)?

**No, we are willing to alter our schedule based on guidance from the vendor.**

23. Can VCU provide more information related to the constituencies and related quantities to be included within campaigns?

**See responses in 23a & 23b.**

a. Will vendors have the opportunity to determine best audiences via our own analysis of VCU's full donor database or will audiences be provided?

**Yes.**

b. If provided, on what criteria, and can associated quantities be provided to allow for pricing? Criteria:

- **Alumni donors of the last 6 years: 33,589**
- **Alumni donors of last year (Anniversary mailings): 11,000 - 12,000**
- **Graduates of the Last Decade: 58,000**
- **Assigned Leadership Prospects: 2,700 alumni (4,700 overall)**
- **Loyalty Society: 5,600 homes (7,100 individuals)**
- **Students (Class Giving/Seniors): 7,000**

24. Will VCU consider additional services to reflect a best practice multichannel strategy (i.e., email and digital marketing to support direct mail appeals)?

**Yes. Full disclosure is that we operate in this manner now though a host of vendors and partnerships.**

**We implement omnichannel appeals in email, mail, direct mail, phone, social media, radio, various print publications and digital ads served through a digital advertising partner.**

25. The Statement of Needs (page 5) notes that vendors “must have premium mailing capabilities.” Will VCU please share existing and/or future premium mail plans that vendors should consider while scoping our proposed response?

**Consider the Loyalty Society, Leadership appeals and Renewal appeals a premium in the sense of the word. See the list in question 22b. Those appeals have been and may continue to require higher quality paper, printing, die cutting, real pen, gold foil, extra postage, etc.**

**Campus partner appeals are also high quality production but traditionally more in the since of a standard carrier, 2 or 4 color, perforated remittance or matched insert remittance, sometimes a custom carrier envelope and a standard #9 return mechanism.**

**The acquisition appeals or anniversary appeals are instances where a shell may be created for recurring mailings and or the quality of the paper stock is not premium because we anticipate a low return from the targeted audience. In these instances a single or double window might be used, non-profit bulk postage is permissible, etc.**

- a. Is this need reflective of premium quality printing for all direct mail appeals or for a segment of high-level donors?

**“Premium Mailing” would refer to the ability to do or provide the following:**

- **Papers of different weights and textures**
- **Perform mailing services in house (preferred)**
- **Die-cutting on site**
- **Digital or in-person proofing process**
- **Custom color creation**
- **Real pen/rob signature**
- **Performing and collating services**
- **Digital and offset printing**

**\*VCU would not seek top of the line high-end print production for an acquisition mailing, for example. An appeal to a large audience would use other cost-saving measures such as black and white, two-tone color, window envelopes, no matching, non-profit postage, etc.**

**\*\*There are audiences where we would use custom design, 4 color custom printing, multiple document matching, first-class postage, etc.**

- b. Can VCU confirm the approximate number of prospects eligible for premium mailings (as defined in this instance) that would be included in the scope of this engagement?

**The most coveted audiences are the Black & Gold Loyalty Society (population 5600 homes) and assigned Leadership prospects. A constituent can be in both segments.**



26. To confirm, as it relates to the request for “samples of direct mail” (page 6), would VCU like digital (vs. hard copy) samples?

**Digital samples are preferred.**

27. Has VCU identified a budget (both comprehensive and per Service Group) for this initiative, and if so, is it possible to share? Is there a price above which proposals would not be accepted?

- **Crowdfunding: \$5-10K**
- **Direct Mail: \$150K**
- **Phone: \$150K**

28. Can VCU please provide the decision timeline for this RFP?

**A decision by March 2021. Signed contract by Late April 2021**

29. Can VCU share who will be on the evaluation committee for this RFP?

**The Evaluation Committee members cannot be shared at this time.**

30. We note that there are provisions in Article XXIV, Federal Terms and Conditions, that apply to an RFP funded by a U.S. government grant or contract. Will you please clarify whether such funds will be used to fund this RFP?

**Federal Funds will not be used for this contract.**

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.

---

Name of Firm

---

Signature/Title

---

Date



# VCU Procurement Services

## Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
#134177943CK

**Issue Date:** AUGUST 31, 2020

**Title:** ANNUAL GIVING SERVICES

**Issuing and Using Agency:** Virginia Commonwealth University (VCU)

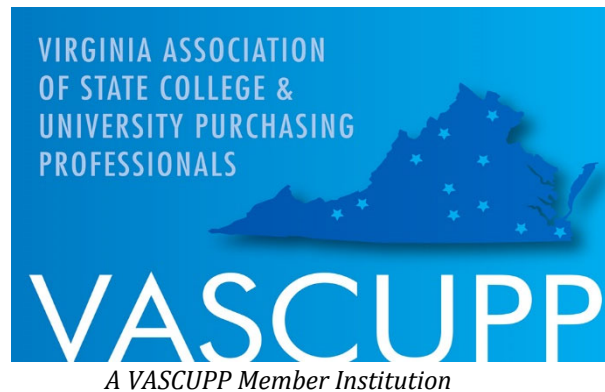
**Direct Inquiries to:** CHRISTOPHER C. KERSEY, CPPB, CUPO  
ckersey2@vcu.edu

**Questions due by:** SEPTEMBER 17, 2020

**Proposal Due Date (Firm):** OCTOBER 2, 2020  
2:00 PM

**Electronic Proposal Delivery:** eproposals@vcu.edu  
*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>



**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
ANNUAL GIVING SERVICES  
#134177943CK**

**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 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 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:

Marketing Communication Resource, Inc.

Date: 10/1/2020

4800 East 345th Street

By (Signature In Ink): 

Willoughby, OH      Zip Code 44094

Name Typed: Shawn Thomas

E-Mail Address: shawn.thomas@mcr-inc.com

Title: Sales Consultant

Telephone: (440) 484-3010

Fax Number: (440) 484-3020

**Toll-free, if available**

**Toll-free, if available**

DUNS NO.: 879257475

FEI/FIN NO.: 34-1758603

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

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

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <i>add an attachment sheet to this form with details.</i>	<b>See Paragraph XII for more information</b>
--	---

**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>10/1/2020</u>	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

**Affix this Form as the FIRST PAGE of your proposal.**

Table of Contents

<b>I.</b>	<b>PURPOSE</b> .....	<b>4</b>
<b>II.</b>	<b>THE UNIVERSITY</b> .....	<b>4</b>
<b>III.</b>	<b>PRE-PROPOSAL CONFERENCE CALL</b> .....	<b>5</b>
<b>IV.</b>	<b>STATEMENT OF NEEDS</b> .....	<b>5</b>
<b>V.</b>	<b>THE REQUEST FOR PROPOSALS PROCESS – GENERAL</b> .....	<b>8</b>
<b>VI.</b>	<b>PREPARATION OF WRITTEN PROPOSALS – GENERAL</b> .....	<b>9</b>
<b>VII.</b>	<b>SUBMISSION OF PROPOSALS</b> .....	<b>9</b>
<b>VIII.</b>	<b>PROPOSAL RESPONSE FORMAT</b> .....	<b>10</b>
<b>IX.</b>	<b>SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWAM)</b> .....	<b>12</b>
<b>X.</b>	<b>ADDENDA</b> .....	<b>13</b>
<b>XI.</b>	<b>PROPOSAL ACCEPTANCE PERIOD</b> .....	<b>13</b>
<b>XII.</b>	<b>CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION</b> .....	<b>13</b>
<b>XIII.</b>	<b>LATE PROPOSALS</b> .....	<b>13</b>
<b>XIV.</b>	<b>QUESTIONS AND EXPLANATIONS TO OFFERORS</b> .....	<b>14</b>
<b>XV.</b>	<b>COMMUNICATIONS WITH VCU DURING THE RFP PROCESS</b> .....	<b>14</b>
<b>XVI.</b>	<b>ORAL PRESENTATIONS</b> .....	<b>14</b>
<b>XVII.</b>	<b>BEST AND FINAL OFFERS (BAFO)</b> .....	<b>14</b>
<b>XVIII.</b>	<b>QUALIFICATIONS OF OFFERORS</b> .....	<b>14</b>
<b>XIX.</b>	<b>CANCELLATION OF SOLICITATION</b> .....	<b>14</b>
<b>XX.</b>	<b>EVALUATION CRITERIA</b> .....	<b>14</b>
<b>XXI.</b>	<b>AWARD OF CONTRACT</b> .....	<b>15</b>
<b>XXII.</b>	<b>GENERAL TERMS AND CONDITIONS</b> .....	<b>15</b>
<b>XXIII.</b>	<b>SPECIAL TERMS AND CONDITIONS</b> .....	<b>22</b>
<b>XXIV.</b>	<b>FEDERAL TERMS AND CONDITIONS</b> .....	<b>26</b>
<b>XXV.</b>	<b>ATTACHMENTS</b> .....	<b>26</b>

## I. **PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified firms for Annual Giving Services to secure pledges and donations to support the operational activities of Virginia Commonwealth University (VCU) for the Development and Alumni Relations Department. Firms are encouraged to submit proposals for individual or comprehensive service offerings.

Term: The initial contract term shall be two (2) years, with the option of a one (1)-year renewal, to be exercised upon mutual signed agreement by authorized representatives of both parties.

- B. 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 in the above paragraph 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 contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. 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.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children's Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU's 17 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 CALL**

An optional pre-proposal conference call will be held at 11:00 AM on September 15, 2020.

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to ckersey2@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial-in information is below:

Dial-in: 1-866-845-1266

Participant Pin: 34334192

### **IV. STATEMENT OF NEEDS**

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that the utilization of the words "shall" or "must" indicates a mandatory requirement. Offerors may submit proposals for only the Service Groups they are able to provide services.

#### **A. DIRECT MAIL SERVICES**

1. Substantial planning and strategy support should be provided by the Contractor.
2. The Contractor must accommodate variable printing options that match the fonts and colors approved by VCU <http://www.identity.vcu.edu/identity/index.html>. Additionally, dynamic imaging representing varied segments are required to brand specific units within the university.
3. The Contractor must have premium mailing capability. This means having the ability to package "premium" (promotional) materials within a solicitation piece.
4. The Contractor must be able to design and print high-quality direct mail pieces that qualify for the nonprofit bulk rate postage.
5. The Office of Annual Giving will provide the Contractor with data in CSV comma delimited or Excel file format. These files will include information to be used for personalization of mailing pieces. This data will be sent through the Contractor provided a secure FTP website. Additionally, all artwork and other content will be created and packaged through the most recent version of Adobe InDesign or vector files.
6. Each individual mail package will take the effort of VCU and the Contractor working collaboratively, however, most design work will be completed in-house by our Director of Creative Content. Branding style, text, images, photos, signatures and other information will be provided by VCU. For each part of the process, we are open to suggestions and ideas that will help us meet our goals.

7. The Contractor must be able to offer design and writing support if VCU is unable to provide design or copy for a specific mailing.
8. VCU requires that digital final proofs are sent in a timely manner. This is for final quality control efforts. Variable data, quality of material and color quality are checked at this stage before final approval.
9. The contractor must be able to offer many levels of segmentation with dynamic images and text.
10. Contractor shall submit with their proposal response samples of direct mail for nonprofit or higher education representative of acquisition, renewal and special initiatives. A Contractor with a gallery of templates and designs is preferable.
11. Address append and address validation services whose data exchange must come in a CSV comma delimited file.
12. The ability to integrate with Salesforce Marketing Cloud is preferred. Typical Salesforce Marketing Cloud integrations include an API or SFTP pickup that triggers the creation of a direct mail marketing send.

**B. TELEMARKETING AND RESEARCH SERVICES (PHONE)**

1. The Contractor must provide comprehensive telemarketing services for the VCU base of alumni, and in the future, other VCU constituents (e.g., parents, friends, grateful patients, etc.).
2. The Contractor will provide phone number append, wireless append and phone number validation and research services.
3. Necessary telemarketing services shall include:
  - a) Collaboration with scriptwriting
  - b) Ability to update scripts in real time
  - c) Strategic planning
  - d) Data mining
  - e) Ask-level strategies
  - f) Segment and pool categorizing.
4. Additional, preferred services should include the capacity for planned, leadership and major gift modeling.
5. The Contractor must have the ability to perform automated dialing that cycles through a hierarchy of phone numbers on file for each constituent.
6. The Contractor should have the ability for caller to review details of constituent prior to person to person contact.
7. A successful Contractor will:
  - a) Average 60 calls per hour with 4-6 completes per hour.

- b) Achieve an overall completion rate of 50%
  - c) Have a contact percentage of completed calls falling between 50 and 75 percent. Contact rate indicates what percentage of the completed records should result in a solicitation (contact).
  - d) Maintain a credit card participation rate above 40 percent.
8. VCU requires seamless data transfer between the Contractor's calling application and the VCU constituent donor database. This connection should be in an automated SFTP or API/REST API format and be made available nightly or on-demand. The Contractor must provide the field layout and data specifications for the input and return data files. Testing prior to real time deployment is required by VCU to the extent that VCU is satisfied with configuration and security standards are met.
9. The Contractor must make available all collected information including, but not limited to:
- a) Credit card transaction confirmation file
  - b) Pledge data (including payment schedule for recurring transactions)
  - c) Biographical corrections
  - d) Response/call status/disposition for each phone number or email attempted
  - e) All other recorded information
10. The Contractor must have the ability to use our in-house credit card form when collecting credit card donations or have the ability to use [Authorize.net](#) as the payment gateway.
11. The Contractor must adhere to PCI Level 1-compliant credit card procedures.
12. The Contractor's calling application must provide VCU staff with standard and customized on-demand reporting. Reporting must identify all individuals who were contacted with the result of that contact. VCU personnel must be supplied with access to all back-end reporting and must be properly trained on how to use the software.
13. The Contractor must have the ability to send pledge fulfillment billing reminders (also including print, email and text) to include but not be limited to next-day, 15-day, 30-day, and 45-day.

C. CROWDFUNDING SERVICES

- 1. Contractor must provide the option for online giving integration, including crowdfunding and/or giving day platforms.
- 2. Contractor must have ability to use [Authorize.net](#) for merchant gateways.
- 3. Contractor should have ability to have multiple payment gateways (four foundations).
- 4. VCU requires seamless data transfer between the Contractor's calling application and the VCU constituent donor database (Blackbaud eCRM). This connection should be in an automated SFTP or API/REST API format and be made available nightly or on-demand. The Contractor must provide the field layout and data specifications for the input and return data files. Testing prior to real time deployment is required by VCU to the extent that VCU is satisfied with configuration and security standards are met.



5. The Contractor must make available all collected information including, but not limited to:
  - a) Credit card transaction confirmation file
  - b) Pledge data (including payment schedule for recurring transactions)
  - c) Biographical information
  - d) Response/call status/disposition for each communication attempted
  - e) All other recorded information
6. Contractor will also provide professional services related to crowdfunding, including but not limited to training, implementation training, and strategic consultation.
7. Contractor must have technical support and a dedicated customer success manager
8. Contractor should have the ability for multi-step workflow with an approval process that includes different creators, editors, reviewers and approvers
9. Contractor should have the ability for admins to communicate in-platform with advocates, volunteers, campaign owners and supporters
10. Contractor must have the ability for constituents to share out campaigns in-platform
11. Contractor must have peer-to-peer crowdfunding capabilities that allow constituents to create their own campaigns and pages
12. Contractor should have ability to provide customized receipting with branding, logos, copy and signatures that pull from dynamic content
13. Contractor should have ability to provide customized confirmation pages with branding, logos, copy and signatures that pull from dynamic content
14. Contractor should have mapping functionality that shows where constituents are giving from
15. Contractor should have the ability for constituent to select an affinity during checkout process
16. Contractor should have the ability to include an affinity widget on the campaign page that displays the affinity of supporters
17. Contractor should have social media feed between campaign site and social media pages

**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. **Electronic Delivery Required:** As noted on the solicitation cover sheet, proposals must be electronically delivered to a specific email address prior to a FIRM deadline. Physical 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 Offerors may occur. If so, these Offerors 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 is 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. **Electronic Copy of the Entire Proposal**
    - a) One electronic copy (via email) of the entire proposal including all attachments and proprietary information.

**VII. SUBMISSION OF PROPOSALS**

- A. Electronic proposals 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. Physical and facsimile submissions shall not be accepted in lieu of an electronic-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 the timestamp associated when emails were received at [eproposals@vcu.edu](mailto:eproposals@vcu.edu)
- D. The RFP number must be noted in the subject line of the email, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear in the body of the email. Example:

From:

<u>Marketing Communication Resource, Inc.</u>	<u>October 2, 2020</u>	<u>2:00 PM</u>
Name of Contractor	Due Date	Time
<u>4800 East 345th Street</u>	<u>RFP # 134177943CK</u>	
Street or Box Number	RFP No.	
<u>Willoughby, OH 44094</u>	<u>Sales Consultant</u>	

Name of Contract/Purchase Officer or Buyer: Christopher C. Kersey, CPPB, CUPO

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 NOT be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the email.

## **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.

### **C. Qualifications of the Firm**

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years, which are similar to those required by VCU.

### **D. Qualification of the Staff**

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

### **E. References**

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

### **F. Work Plan**

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

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided.

Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.

4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) 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 cover sheet 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.

Column I Description	Column II Quantity	Column III Price	Column IV Extended Price (Columns II x III)
1. RECORDS	5,000	\$ _____/EA	\$ N/A _____
2. RECORDS – LOT OF 10,000 (NOT TO EXCEED 100,000 RECORDS)	10	\$ _____/LOT	\$ N/A _____
3. SERVICE REQUIREMENTS	1	\$ _____/EA	\$ N/A _____
4. MANAGEMENT SERVICES	1	\$ _____/EA	\$ N/A _____
5. DATA INTEGRATION AND REPORTING SERVICES	1	\$ _____/EA	\$ N/A _____
6. DIRECT MAIL SERVICES	1	\$ _____/EA	\$ 150,000.00 _____

7. TELEMARKETING AND RESEARCH SERVICES (PHONE)	1	\$ _____/EA	\$ N/A
8. CROWDFUNDING SERVICES	1	\$ _____/EA	\$ N/A

<b>Total Quote Amount</b> (sum of prices in Column IV)	\$ 150,000.00
---	---------------

**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 SWaM (Small, Women, and Minority-owned) businesses to contribute to the establishment, preservation, and strengthening of such businesses, 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 complete and submit Appendix I (see section XXV: Attachments) unless Offeror is currently a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM business. DSBSD-certified SWaM businesses must include their certification number on the coversheet of this RFP upon submission to VCU but are not required to complete Appendix I.**

If Offeror is currently a DSBSD-certified SWaM business and is awarded a contract from this RFP, Offeror agrees to maintain such certification for the life of the contract (provided Offeror remains eligible). For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>

If the awarded firm is not DSBSD certified but can qualify for certification under DSBSD guidelines, the awarded firm is strongly encouraged to apply for certification within 60 days after award of the contract. Eligibility will be determined by the DSBSD.

**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 business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by 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 with Small Businesses and Businesses Owned by Women and Minorities).** The Offeror’s response must include a description of which portion(s) of the work will be subcontracted, and must include the names and addresses of potential subcontractors that are currently certified as SWaM businesses through DSBSD.

**SWaM REPORTING AND DELIVERY REQUIREMENTS:**

Unless the Contractor is a DSBSD-certified SWaM business, the Contractor shall submit quarterly reports on the direct involvement of DSBSD-certified SWaM Businesses (subcontractors) 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 in Appendix I for utilization of certified SWaM businesses.

The Contractor shall provide this information quarterly to: [swamreporting@vcu.edu](mailto:swamreporting@vcu.edu)

Failure to submit the required information shall be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoice payments being withheld until such time as the required information is provided, at VCU's discretion.

**X. ADDENDA**

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged and effective.
- 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 Offeror. 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:

- A. Clearly denote on the cover page of the proposal that it contains proprietary information.
- B. 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.
- C. 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.

Section XII shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

**XIII. LATE PROPOSALS**

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official date and time used in the receipt of responses is the timestamp associated when emails were received at [eproposals@vcu.edu](mailto:eproposals@vcu.edu). It is the sole responsibility of the Offeror to ensure 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: **September 17, 2020.**

**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 Offeror 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 Offeror's presentation team.

**XVII. BEST AND FINAL OFFERS (BAFO)**

At the conclusion of negotiations, the Offeror(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 Offeror (s). The Offeror(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.

Qualifications and Experience	30%
Methodology/Approach	30%

Pricing Schedule 35%

SWaM Status/Utilization\* 5%

*\*Offeror's status as a Virginia DSBSD-certified SWaM Business, or Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in 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 (ten) 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 <https://vascupp.org/hem.pdf>.
- 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. To the extent any provision of Contractor's Proposal, Quote, Statement of Work, Addenda, or other related documents is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void.
- 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, 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 who performs work relative to this RFP.
- 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, and 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 receipt of 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 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 are 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.(a) 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 contract 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 contract 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.)
  5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)
- 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) includes 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.

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 regulations 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.

X. eVA REGISTRATION AND FEES: Awarded Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this solicitation/contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. 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 the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

Y. FERPA: The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this contract, required by law, or authorized in writing by the University.

Z. 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.

- AA. LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees, and agents in connection with this contract or any goods, services, actions, or omissions relating to this contract.
- BB. 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.
- CC. FORCE MAJEURE: Neither party will 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, pandemics, government orders, civil disturbances, fires, natural disasters, and acts of God.
- 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 the General Assembly appropriates funds, or other applicable funding sources provide funds, for the purpose of this contract.
- FF. 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 contract, 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 contract.
- GG. REALSOURCE: This solicitation and resulting contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit [realsource.vcu.edu](http://realsource.vcu.edu). Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

### **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. TERMINATION OF CONTRACT: VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.
- D. PROMPT PAYMENT DISCOUNTS: Virginia Commonwealth University will pay within 30 days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount. Such an offer, if present, shall be factored into the evaluation of Offeror's proposal.
- E. 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.
- F. 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.
- G. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to VCU that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- H. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- I. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- J. 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.



- K. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written contract of both parties for one (1) one (1)-year period under the terms and conditions of the original contract. 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.
- L. 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.
- M. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to ensure 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 contracts 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 contract 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 Contractor'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 contract, VASCUPP is not bound to use the contract and any use of the contract is strictly optional.

If the VASCUPP institutions choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract 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 contract. 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 contract.

- 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 INVESTIGATION: If Contractor employees and agents will be on the VCU campus, Contractor must comply with the following: Contractor shall 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 or proprietary information, or data about VCU personnel 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 found at:

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

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- 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.
- R. SECTION 508 COMPLIANCE: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of the University (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 below 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.
- S. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
- (a) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - (b) 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;
  - (c) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - (d) 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 University determines (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.

#### **XXIV. FEDERAL TERMS AND CONDITIONS**

- A. For any purchase resulting from this RFP which is funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of the purchase contract between the parties.
1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
  2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
  3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
  4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
  5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
  6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.
  7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
  8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
  9. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
  10. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

#### **XXV. ATTACHMENTS**

- A. DATA AND INTELLECTUAL PROPERTY PROTECTION ADDENDUM

# ATTACHMENT A

## Data and Intellectual Property Protection Addendum

### 1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Agreement.
- b. “Personally Identifiable Information” includes but is not limited to the following: 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 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 access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

### 2. Rights and License in and to the University Data

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

### 3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Contractor 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. Contractor agrees to assign and hereby assigns to the University all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Agreement, 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 intended to or shall be construed to apply to existing intellectual property created or owned by the Contractor 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 Contractor, and seeks ownership rights only to the extent Contractor is being engaged to develop certain intellectual property as part of its services for the University.

- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

#### 4. Data Privacy

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

#### 5. Data Security

- a. Contractor 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 Contractor'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, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If Contractor stores Personally Identifiable Information as part of this Agreement, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the

sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

## 6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and temporary who may have access to University Data 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>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence, and sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors and institutional resources. Individuals with failed background checks shall not participate in the performance of this Agreement and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term.

## 7. Data Authenticity and Integrity

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

## 8. Security Breach

- a. Response. Upon becoming aware of a Security Breach or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor 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, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

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

- a. Except as otherwise expressly prohibited by law, Contractor will
  - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
  - ii. consult with the University regarding its response;
  - iii. 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
  - iv. provide the University with a copy of its response upon the University's request.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer of University Data 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. Contractor 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, the University will have reasonable access to University Data during the transition. In the event the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.
- b. Contractor 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 Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor 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. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor 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 Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):

- i. 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 Contractor's security policies, procedures and controls;
- ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- iii. formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, upon University request, Contractor will provide 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, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

## 12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor 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 Contractor upon request.
- b. Contractor 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.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (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 below 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*.
- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
  - i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - ii. 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;
  - iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - iv. 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 University determines (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.

13. No End User agreements

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

14. Contractor Account Security

If Contractor is a registered vendor in eVA or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. University will not be responsible for a third party's fraudulent collection of University payments due to the Contractor's failure to update or protect its account information.

15. Survival

Contractor's obligations under Section 10 shall survive termination of this Agreement until all University Data has been returned or securely destroyed.

## APPENDIX I

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

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

#### **Definitions**

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business 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:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
  - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these

persons claim to be a part.

- **Service Disabled Veterans:** Veterans who are small business owners can obtain Service Disabled Veteran-owned “status” in the SWaM vendor database. This is not a separate certification; it is a designation of those businesses that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services. Veterans wishing to apply for service disabled veteran status must first seek eligibility certification from the Department of Veteran Services by calling (804) 786-0286 or visiting the DVS website at [www.virginiaforveterans.com](http://www.virginiaforveterans.com) . Veterans can apply for small, women-owned or minority-owned certification with the Department of Small Business and Supplier Diversity before or after obtaining an eligibility certificate from DVS. Both services are available at no charge.
- **Disadvantaged Business Enterprise:** The Disadvantaged Business Enterprise (DBE) certification program is a Federal program. The purpose is to increase the participation of certified DBEs in projects funded by the US Department of Transportation and other federal sectors. Projects typically include heavy construction, such as building and designing roads, bridges, railroads, ports, and airports. The Program is governed by the U.S. Federal Regulations in 49 CFR Parts 26 and 23.
- **The Virginia Unified Certification Program** includes two certifying agencies:
  - The Department of Small Business and Supplier Diversity (DSBSD)
  - The Metropolitan Washington Airports Authority (MWAA)

There is no need to submit an application to both agencies. Federal DBE certification by either agency is fully accepted throughout Virginia.

If you plan to participate in the procurement process with one of the Commonwealth of Virginia’s state agencies that does not receive federal transportation funds, you need to apply for SWaM certification, not DBE certification. To apply for SWaM certification, please [click here](#).

- **Employment services organization (ESO):** is an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
- **8a** is a SBA federal certification. If a firm provides documentation that they are certified as such they can participate in the SWaM program without any additional paperwork.
- **EDWOSB**-stands for economically disadvantaged woman owned small business. This too is a federal certification that is verified by WBENC. Again no additional paperwork is required other than the WBENC certification document.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently 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.*

Marketing Communication Resource, Inc. has the employee staff and equipment to program, print and mail all projects.

**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: Shawn Thomas

Title: Sales Consutlant

Email: shawn.thomas@mcr-inc.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/>) in order 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, PO Box 3985 Scranton, PA 18505, 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 VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

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

Payment:

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, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

**Payment Methods**

**1. Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) 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.

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

**2. Paper Check**

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

	Commercial Card Payment (Wells Fargo VISA)
X	Paper Check

**Invoicing and Payment Method Acknowledgement:**

Signature:   
Name Printed: Shawn Thomas  
Title: Sales Consultant  
Name of Firm: Marketing Communication Resource, Inc.  
Date: 10/1/2020

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: Brittany Bosco  
Title: Controller  
Mailing address: 4800 E. 345th Street, Willoughby, OH 44094  
Email address: brittany.bosco@mcr-inc.com  
Phone number: 440-484-3010  
Fax number: 440-484-3020





**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
ANNUAL GIVING SERVICES  
#134177943CK**

**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 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 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:

Marketing Communication Resource, Inc.

Date: 10/1/2020

4800 East 345th Street

By (Signature In Ink): 

Willoughby, OH Zip Code 44094

Name Typed: Shawn Thomas

E-Mail Address: shawn.thomas@mcr-inc.com

Title: Sales Consultant

Telephone: (440) 484-3010

Fax Number: (440) 484-3020

**Toll-free, if available**

**Toll-free, if available**

DUNS NO.: 879257475

FEI/FIN NO.: 34-1758603

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS: ( ) YES (X) NO      WOMEN-OWNED: ( ) YES (X) NO  
 REGISTERED WITH eVA: ( ) YES (X) NO      SMALL BUSINESS: ( ) YES (X) NO  
 VIRGINIA DSBS CERTIFIED: ( ) YES (X) NO      VIRGINIA DSBS CERTIFICATION#: \_\_\_\_\_

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <i>add an attachment sheet to this form with details.</i>	<b>See Paragraph XII for more information</b>
--	---

**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>10/1/2020</u>	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

**Affix this Form as the FIRST PAGE of your proposal.**





RFP # 134177943CK



Shawn Thomas  
Sales Consultant  
Shawn.Thomas@mcr-inc.com  
440-484-3010  
4800 East 345<sup>th</sup> St  
Willoughby, Ohio 44094

## Table of Contents

Company Profile.....	3
Experience/Qualifications.....	4
Project Staff.....	5
Proposed Staffing and Project Organization.....	5
Data & Technical Experience .....	6
Additional Services Offered .....	6
References .....	6
Work Plan.....	7
Sustainability.....	9
Partial Client List .....	10
Exhibit A: Sample Production Schedule .....	11
Exhibit B: Samples.....	12
Exhibit C: Pricing.....	38

### **About MCR**

Marketing Communication Resource, Inc. (MCR) located in Willoughby, Ohio, is a direct-mail firm that currently works with hundreds of universities nationwide. MCR has the ability to design, coordinate, print, and fulfill annual fund appeals and other university-related mailings. With more than 25 years of annual fund direct mail experience, MCR has provided hundreds of higher education institutions with an in-depth perspective in developing effective, personalized, multi-channel communication approaches.

The scope of products we create ranges from high-quality premiums, such as return address labels, decals, magnets, stickers, and personalized notepads, to annual fund mailings such as statements, brochures, self-mailers, and letters. The services we provide for higher education institutions are equally as diverse and include idea sharing, collaborative strategic assistance, editorial, design, data manipulation, printing, and fulfillment. All of these services can be used together or on an as-needed basis depending on what the project elements entail. We are also able to hand-deliver proofs and provide rush services, if needed. MCR knows how important it is to be flexible and adapt to whatever needs the client desires for each project.

Our office hours are 8:00 am to 5:00 pm (Eastern), which includes the sales and administration staff. The production area operates 24/7, working in overlapping shifts, which allows for continuous workflow on all mailings. With more than 80 employees, MCR utilizes a synergistic work model that depends on a proficient team of dedicated professionals that assists with each project's conception, technical implementation, and production. As universities become more sophisticated with fundraising strategies, a personalized approach and customized materials are needed from a company that adapts to the complexities of the market. MCR is a company that is capable of hurdling any obstacle in the road and understands the importance of completing a project correctly and on time.

Last year alone, MCR pushed out more than 30 million pieces of mail using top-of-the-line printing and mailing equipment and precision-perfect systems for technical mailings. No job is too large or too small for our facilities; we've completed jobs ranging from hundreds of thousands of pieces to jobs with a hundred or less. MCR's camera-match inserting equipment has the ability to read up to six matching pieces, inkjet address blocks to envelopes in black or color and affix live stamps all in one run.

Our proposal will address all of the RFP requirements plus additional information that will benefit Virginia Commonwealth University. Our vast knowledge and experience make us an invaluable partner for our higher education clients. Our high-touch service structure ensures that we provide a truly customized plan for every customer to maximize response rates and dollars raised while maintaining a cost-effective direct mail plan.

## Experience/Qualifications

At MCR, we currently provide direct mail services for more than 500 universities across the nation, including dozens of Virginia Commonwealth University's peer schools. Our extensive experience in the higher education advancement space ensures we are a valuable partner and asset to our clients. Based on both the years and volume of our experience, we make evidence-based recommendations to our clients about what works and what doesn't work. We can never guarantee results, but we can help our clients, including Virginia Commonwealth University, make strategic decisions with the power to produce desired outcomes.

At MCR, we work closely with our clients and offer cost effective recommendations when possible. For example, Virginia Commonwealth University wants to send a lapel pin to thousands of individuals. Based on experience, we know the only way to produce this project at a reasonable postage cost is to go with a magnetic lapel pin that will stay flat in the mailing. If a clutch is used, then we must use a more expensive bubble envelope and postage cost is roughly \$4 more/piece. This is the kind of pro-active, budget-conscious expertise we provide in every situation. We are not simply a direct mail company for Virginia Commonwealth University; we are a partner.

In the past five years, for example, the newest, most effective annual giving strategies include both a direct mail piece used as a save-the-date for a giving day as well as monthly anniversary mailings. Giving day mailings have included a postcard, a letter appeal, a special sticker, Flat Stanley direct mail piece to show through social media to promote the giving day, and more. The direct mail component is just one channel in the multi-channel giving day campaigns we have implemented for our clients. Monthly anniversary mailings are recurring monthly mailings that go out to donors who have been lapsed for one year. If, for example, John Q. Sample last gave in April of 2019, then he would receive a direct mail piece toward the end of March of 2020 acknowledging that it's been one year since he's given and that he should consider giving again.

We have many clients who are similar or peer schools of Virginia Commonwealth University, including VASCUPP schools such as University of Virginia, University of Virginia College at Wise, Virginia Tech, and William & Mary. For more than 20 years, we have successfully worked with Michigan State University on its annual giving appeals. Our relationship with The Ohio State University goes back to 2002 and we have enjoyed working with the University of Delaware since 2009. For these clients, we handle more than a dozen appeals throughout the year and many are multi-segmented. With these clients and others, we build the data logic necessary to handle their appeals and provide a streamlined process for proofs. We take great pride in the longevity of these relationships, forged across miles but cultivated with the kind of care that we provide to every client, regardless of proximity to our plant. For every project we do for any of our other clients, we generate a detailed production schedule working backward from the mail date. We partner with our clients to ensure we stay on the same page with key milestones, such as due dates for art, text, data, suppression files, exclusion files, and proofs approval to ensure we hit the target mail date.

At MCR, with strict regard for the privacy of our clients, we do, when appropriate share ideas/samples along with results to help our clients make the best decisions possible to maximize their return on investment.

### Project Staff

When it comes to managing the process for our clients, a project manager is assigned to a client. The MCR project manager ensures that all client needs are met and that the job is printed correctly and mailed on time. MCR's project managers have an excellent working relationship with our project contacts. Communication and transparency are very important to all of our project managers. If the client needs help with anything related to the project, they will do their best to answer and if they don't know the answer, they'll look into it immediately and get back to the client as quickly as possible. Each of our project managers have a partner, in the event that one is out of the office, there is a backup who is aware of the project. Customer service is a top priority at MCR.

Questions related to pricing, specs, etc. are handled by Virginia Commonwealth University's salesperson, Shawn Thomas. Shawn will work closely with the Virginia Commonwealth University team to come up with pricing and offer cost effective ideas whenever possible.

MCR's comprehensive scheduling system is a significant asset when multiple projects are occurring simultaneously. We have created a system that not only provides the big picture view, but also safeguards against things falling through the cracks.

### Proposed Staffing and Project Organization

#### **Shawn Thomas, Sales Consultant**

440-484-3010 x 119

440-484-3084 direct

[Shawn.Thomas@mcr-inc.com](mailto:Shawn.Thomas@mcr-inc.com)

Shawn has been with MCR for over 19 years, helping universities improve their annual fund direct mail programs. He brings the experience and knowledge of working with over 100 universities to Virginia Commonwealth University. Also, Shawn has been working with VCU for over 7 years and has helped them with some of their most successful direct mail pieces. He will continue to assist and make recommendations to the VCU so they may have the leading fund-raising program.

#### **Amanda Weaver, Senior Project Manager**

440-484-3086 (direct line)

[Amanda.Weaver@mcr-inc.com](mailto:Amanda.Weaver@mcr-inc.com)

Amanda, a graduate of Kent State University, has been a Project Manager with Marketing Communication Resource, Inc. for 6 years. She has the ability to manage large complex mailings, understand clients' needs, and works extremely well with customers. Amanda is also part of the Senior Project Manager team which interviews, hires, and trains new project managers. While she is involved in all aspects of the project life-cycle, she has special interests in the design and composition of the piece. She's very organized; detail oriented, and has excellent verbal and written communication skills. She is the client's main point of contact from

the start to completion of a job. Mandi has worked with VCU as well as Vanderbilt, Gonzaga, Northwestern, Georgia State University, Michigan State, and University of Texas at Arlington, University of Georgia, and Rutgers University.

**Cristi Cruz**, Programmer and Data Analyst

440-484-3010 x 110

[Christi.Cruz@mcr-inc.com](mailto:Christi.Cruz@mcr-inc.com)

Christi has been a member of the MCR team for more than 13 years. She has a bachelor's degree in American history from Cleveland State University. Christi's primary responsibility is the daily interpreting of client data to make it print and postal ready. She also assists in the update and development of procedures used by MCR to handle client data.

**Michael Dupakoski**, Graphic Designer/Design Services

[Michael.Dupakoski@mcr-inc.com](mailto:Michael.Dupakoski@mcr-inc.com)

Michael, with a degree in graphic design from The Art Institute of Pittsburgh, joined MCR in 2017 to head up our design team. Michael and his team provide first-rate, in-house design services for all clients. This can include designing a project from scratch, adjusting existing artwork to match branding guidelines, and ensuring our clients' pieces are ready to go to print. He also assists in designing pieces that help keep costs in line as well as meeting all USPS regulations. His team uses a variety of programs including the Adobe Creative Suite.

### Data & Technical Experience

At MCR, projects are all data driven. The typical project that MCR handles will contain multiple letter versions, multiple data files, and require an extraction of the customer's data. To be sure that projects with multiple versions are completed correctly, MCR has developed Customer Report Forms that detail exactly what every piece in the mailing gets in matrix

### Additional Services Offered

MCR also offers copywriting and design services to many of our clients.

### References

#### **Michigan State University**

Kathleen Denaue

535 Chestnut Road, Room 30

East Lansing, MI 48824

[deneauk@msu.edu](mailto:deneauk@msu.edu)

517-884-1136

#### **Colorado State University**

Doug Patmore, Assistant Director of Annual Giving

601 S. Howes St., Fort Collins, CO 80523

[Douglas.Patmore@colostate.edu](mailto:Douglas.Patmore@colostate.edu)

970-491-6539

## University of Virginia

Ann Lawrence Grasty, Director of Annual Giving

2420 Old Ivy Road, Charlottesville, VA, 22903

[alg6n@eservices.virginia.edu](mailto:alg6n@eservices.virginia.edu)

540-764-2200

### Work Plan

From Start of Project to Mail Date: *Step by Step*

**Step 1)** Once the project is ready to begin the salesman will open the job in the MCR system and assign a project manager for the job. Typically, it will always be the same project manager. Immediately following, the project manager will reach out to the appropriate staff member from the University (client) via email to let them know we are ready to move forward.

**Step 2)** The client will upload all the appropriate art files to art directory on MCR's secure website.

**Step 3)** The project manager and graphic designer will review the artwork to set up printable art files and make sure all formatting is correct.

**Step 4)** After the artwork is set up and reviewed by our designer, the assigned project manager will post it to the art directory on the MCR site and contact you to review and approve for printing.

#### **\*IMPORTANT\***

Please note that approval includes written communication stating that a particular piece is considered correct and is approved. No further changes can be made to the final approved piece.

**Step 5)** The client will then upload data files to the data directory on the MCR secure website. If you do not have data files ready for upload, your project manager will request tentative counts for preprint production. If neither data nor tentative counts are available by the "data due" date on the MCR website, please be aware that this may slightly impact your mail date.

**Step 6)** The project manager will process all of the data with the MCR data team and use the data count to send all pre-printed materials into production.

**Step 7)** The client then uploads the letter texts to word directory on MCR's secure website.

**Step 8)** When all artwork, letter text and data components are completely uploaded, the project manager will hand it over to our programming department for the set-up process to create live data proofs for your review. These live data proofs will incorporate the variable text, the information within the data and the approved preprint. After your project manager reviews the live data proofs, you will be contacted when the live data proofs are completed and posted to the spool directory on the MCR site. In addition to soft proofs (PDF's where the variable

information is superimposed on the background), we can overnight hard proofs to the client. It's typically not necessary, but the option is available.

**Step 9)** The client will review the live data proofs in the spool directory and let your project manager know of any changes needed (only changes to the letter text and data formatting can be made at this point of the process.)

**Step 10)** After all changes are completed, the customer will give final approval on the live data proofs for all pieces in the spool directory for production.

**Step 11)** Once the job is approved for final production, it is sent to the production floor. At this point a mail date should be confirmed and dates on letters should be updated as needed.

Additionally, MCR's system will automatically generate an online interactive production calendar/timeline which is easily available at any time in PDF form or can be viewed online once logged into the MCR web portal. We understand the importance of hitting mail dates and that's why a production schedule is required for each and every project, as it helps both the project manager and customer stay on time. Turnaround time varies depending on many factors such as size of the mailing and pieces included. The standard turnaround time for a typical letter appeal would be two weeks from the time proofs are approved.

MCR's quality assurance begins prior to any job. It is mandatory that we understand exactly what the customer is requiring MCR to do. MCR has account managers that are responsible for following the job through completion. Some of the steps taken to ensure a complete match are as follows.

- Verbal and written instructions are provided to the plant supervisor from the project manager for every job
- Verify quantity
- Identify versions of each mailing and where differences occur
- Sequence #'s are printed on envelope and letterhead and reply cards
- Letterhead and envelopes maintained in exact order during printing for insertion
- MCR maintains 2, 3, 4+ way matches on millions of pieces of mail per year at over a 99.99% accuracy rate. Our camera Matching Systems makes mismatches a thing of the past. MCR has an MCS Camera Matching Systems (K632 4-way match with 6-inch print array) on all inserting equipment

Plant supervisor checks and signs off on each job for compliance to insertion order. Throughout production, additional checks are done on barcode placement, complete package and general appearance. All mail is validated with all USPS regulations, Cass Certification and NCOA software is updated regularly to ensure accuracy. A report will be provided with any addresses from database that did not meet USPS regulations upon processing. MCR uses all possible resources to maximize our customer's postal discounts, i.e.: drop ship to NDC, utilizing cheapest postal rates for as many qualifying mail pieces as possible. Once mailed any pieces not deliverable by USPS will be returned to the return address on outer envelope.

## Customer Interface



Our clients want and need to easily manage their projects with us and we have created a secure interactive online web portal that allows clients to seamlessly upload art, data, and letter files. These transferred files are then sent to the project manager, which allows our project managers to double check to make sure that each segment and version all get the correct components and corresponds with the correct data stream. PDF proofs will be posted throughout the process for viewing. The project manager will email the VCU when they are available. Approval of each stage must be submitted via email. Additionally, this system generates an online interactive production calendar which helps every client and project manager stay on schedule. Upon completion, exact samples of the mail pieces assembled will be sent to VCU.

Additionally, we offer the MCR Samples Site as a reference for our clients. The Samples Site has an indexed library that consists of over 30,000 PDF samples of work we have completed for clients across the country. These PDF's can be valuable for any annual fund customer because they are downloadable and can be utilized for strategic implementation, drafting ideas, and formulating and executing plans.

### Sustainability

At MCR, we joke about one day becoming the first printing company to go paperless! While this is certainly a joke because we need paper to print products, it is something that we have made strides to achieve.

Over the course of 25 years, MCR has made efforts every year to shrink our environmental waste footprint. 100% of the paper we don't use (scraps, overage, envelopes, and so on) is recycled. The pallets and cardboard boxes that are sent to us for deliveries are reused and recycled when their lifespan has reached the end.

We routinely make upgrades to the facility. We recently reduced our energy usage by 50% by upgrading the lighting system throughout the entire facility. These lights are much brighter and help our production team see inks, colors and overall production process better.

Since MCR runs its production operation almost around the clock, we have researched and discussed installing solar panels and/or a wind turbine to help reduce our impact with greenhouse gases.

Project managers use to print multiple copies of instruction forms and preproduction paperwork to get a job through to completion. Over the past six years, we have reduced the amount of paper by becoming more digital with our internal communications and have reduced our overall internal paper usage by approximately 20,000 sheets per year.

The "house" paper stocks that we use for the majority of our mailings contain 20– 50% recycled paper. Ink and toner cartridges are refilled multiple times before having to be replaced. Once replaced, the cartridges are recycled.

## Partial Client List

Below is a partial client list, which includes universities that are similar in size as well as a variety of other clients.

Allegheny College	Michigan State University	University of North Texas
American University	Azusa Pacific University	University of Northern Colorado
Brooklyn College	New York Institute of Technology	University of Oklahoma
Baruch College	North Carolina State University	University of Pittsburgh
Boston University	University of North Carolina	University of Rochester
CSU, Fresno	Rice University	University of South Carolina
CSU, Long Beach	Northern Illinois University	University of South Dakota
Case Western Reserve University	Rutgers University	University of South Florida
College of William and Mary	University of Delaware	University of Tennessee
College of Wooster	Saint Leo University	University of Colorado
Colorado College	UC Irvine	University of Texas at Austin
Colorado State University	Southern Methodist University	University of Texas at Dallas
Denison University	St. John's University	University of Wisconsin
Queens College	Texas A&M University	University of Wyoming
Duke University	Texas Christian University	Vanderbilt University
Duquesne University	The Ohio State University	Villanova University
Eastern Connecticut State University	University of Indianapolis	Virginia Tech
Eastern Washington University	Stanford University	University of Houston
Embry Riddle Aeronautical University	UC Riverside	Washburn University
University of Virginia	University of Kentucky	Western Michigan University
George Washington University	University of Maryland	Western Washington University
Georgetown University	University of Miami	Winthrop University
Georgia State University	University of Michigan	
University of Florida	University of Minnesota	
Indiana State University	University of North Dakota	
UC Berkeley	University of North Florida	



Quote #:46685 2020-10-01 10:02:16  
Shawn Thomas  
shawn.thomas@mcr-inc.com  
Direct Line: 440-571-3535  
Cell: 216-407-1012

Virginia Commonwealth University

## Production Schedule: Letter Mailing

Art files for Preprint to MCR	02/26
Approval on Preprint (counts confirmed)	03/02
Data Due	03/09
Text for laser printing Due	03/09
Suppression File Due	03/12
Final approval on laser printing Proofs	03/16
Mail Date	03/25

*\*If specs of the job change, dates on the schedule are subject to change*

*Preprint = envelopes, letterhead, inserts, brochures, etc...  
Suppression file = exclusion list*

---

**Marketing Communication Resource, Inc.**  
4800 East 345<sup>th</sup> Street • Willoughby, OH 44094  
Phone: (440) 484-3010 • Fax: (440) 484-3020



Annual Giving  
600 Forbes Avenue  
Pittsburgh, PA 15282

## 365 Days of Duquesne Moments!

John Q. Sample  
MCR -other  
4800 East 345th St.  
Willoughby, OH 18970



# THE DUQUESNE FUND

---





# They are yours to create.

“Joining a sorority  
and meeting  
**lifelong sisters:**”

“Sitting on a bench on Bluff Street  
**enjoying the view:**”

“Winning the intramural  
**flag football championship!**”

“**Meeting my husband.** We have been married for 11 years!”

“**Saying a prayer** before  
finals in the grotto.”

“**Meeting  
my husband**  
freshman year in  
Assumption Hall.”

“**Meeting friends** on a  
A-Walk for lunch on a  
beautiful fall day.”

“**Falling in love with philosophy**  
in Dr. Smith’s class.”

“**Traveling with the  
Pep Band** to some  
crazy road games.”

project.

“**Completing my  
Honors Fellowship**”

“**My first published article**  
in *The Duquesne Duke*.”

“**Studying at Gumberg Library**  
before and after class.”

## THE DUQUESNE FUND

### Making Moments Every Day

A favorite class. A chance encounter. Quiet evenings in the Chapel. Or raucous cheering at the Palumbo Center. Transformational moments are happening all the time on the Bluff.

You never know when one will occur. But whenever and wherever they happen, they are all made possible in part by The Duquesne Fund and generous donors like you.

The Duquesne Fund supports the things that make a Duquesne education distinctively different: **academic resources** for teaching and research, **activities** that help students discover their passions and hone their skills, a one-of-a-kind **atmosphere** with a small-town feel in the heart of the city, and—most of all—**access** to all of this and more for students from all walks of life.

Give an unrestricted gift that helps the University meet its most pressing needs. Or designate your gift to a school, scholarships, the Gumberg Library, Spiritan Campus Ministry or Athletics. Whatever you choose, you’ll make more moments and more memories—and change more lives.

See the enclosed reply card, or make your gift online at [duq.edu/givenow](http://duq.edu/givenow).

**Seize your moment—give to  
The Duquesne Fund today.**

# Duquesne Moments don’t just happen...







# These are Duquesne moments.



Donors like you make them happen.  
Make more moments for more students with a gift to **The Duquesne Fund** today.



## 2018

### JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

### MARCH

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### MAY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

■ Spring Commencement

### JUNE

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

■ Summer Commencement

### SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

■ Homecoming

### NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

■ Winter Commencement

# Let's make moments happen.



Please complete both sides or make your gift online at [duq.edu/givenow](http://duq.edu/givenow).

**Questions?** Contact **Cheryl Karashin** at **412.396.6115** or [karashinc@duq.edu](mailto:karashinc@duq.edu).

24

DDF1117GPSO

**Yes! I would like to support The Duquesne Fund.**  
*Enclosed is my gift of:*

\$1,000     \$750     \$500     \$ \_\_\_\_\_

**Please direct my support to:**

\$\_\_\_\_\_ The Duquesne Fund Unrestricted

\$\_\_\_\_\_ School of \_\_\_\_\_

\$\_\_\_\_\_ Biomedical Engineering Program

\$\_\_\_\_\_ Scholarships

\$\_\_\_\_\_ Spiritan Campus Ministry

\$\_\_\_\_\_ Gumberg Library

\$\_\_\_\_\_ Athletics

\$\_\_\_\_\_ Other \_\_\_\_\_

**Please complete payment information on reverse.**

12345678

John Q. Sample

MCR -other

4800 East 345th St.

Willoughby, OH 18970-6789



# THE DUQUESNE FUND



## PAYMENT OPTIONS

**Check:** Please make payable to Duquesne University.

**Credit Card:**  Visa  MasterCard  Discover  AMEX

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on Card \_\_\_\_\_

Signature \_\_\_\_\_

**Recurring Gift:**

Charge my credit card \$\_\_\_\_\_ on the  1st  15th of each month

Until I notify you  For one year

Until a total gift of \$\_\_\_\_\_ is reached (minimum \$25.00)

Initial here (and sign above) to authorize automatic payments \_\_\_\_\_

Please allow 15-30 days for processing before payments begin.

**Matching Gift Information:** This contribution will be matched by:

My Employer: \_\_\_\_\_

My Spouse's Employer: \_\_\_\_\_

Matching gift form:  is enclosed  will follow

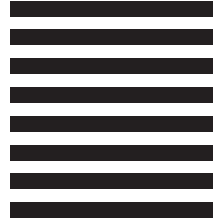
Visit [duq.edu/matching-gifts](http://duq.edu/matching-gifts) or contact your company's human resources office to learn if you are eligible for a corporate matching gift.

*If you itemize, your gift may be tax deductible.*





NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 2827 PITTSBURGH PA

POSTAGE WILL BE PAID BY THE ADDRESSEE

UNIVERSITY ADVANCEMENT  
4TH FLOOR ADMINISTRATION BUILDING  
DUQUESNE UNIVERSITY  
600 FORBES AVENUE  
PITTSBURGH PA 15219-9983





UNIVERSITY OF  
SOUTH FLORIDA  
HONORS COLLEGE

Dr. Charles Adams, Dean  
The Honors College at USF  
4202 E. Fowler Ave., ALN 241  
Tampa, FL 33620

John Q. Sample  
MCR Sales  
4800 East 345th St.  
Willoughby, OH 18885





**You** Make the Difference.  
*Lead the Charge.*

John Q. Sample,

It's an exciting time to be a USF Honors College parent. From the opening of new facilities like the Honors Living Learning Community in USF Summit Hall to the continued focus on community engagement and global education, your child is benefiting from one of the most well-rounded undergraduate experiences in the country.

Guided by the values of critical thinking, clear communication, collaborative learning, problem solving, creativity, and innovation, we are committed to the personal and academic growth of your child – and **we know that your involvement as a parent is also *critical* to your child's success.**

You support your child in so many wonderful ways. Whatever vocation your child chooses to pursue, the Honors College will provide the tools and resources necessary to achieve greater success. By extending your financial support to the Honors College, you can open the door to special opportunities for learning that serve your child's ambitions.

Gifts of all sizes from parents like you come together **to provide opportunities and experiences *that wouldn't otherwise be possible.*** For example, classrooms and labs can be updated with the latest technology; world-renowned guest lecturers can be brought to campus to share expertise; special programs and seminars can enhance coursework; and more.

Honors College students represent the best of what the future has to offer. They are tomorrow's leaders. **Please help us ensure their future success by supporting their education today!**

With sincere gratitude,

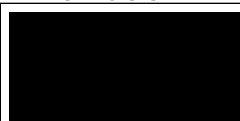


Dr. Charles Adams  
Dean, USF Honors College

P.S. Don't forget—you can *double* or even *triple* your gift if you work for a company that matches employees' charitable giving.

The University of South Florida Foundation, Inc. is a 501(c)(3) tax-exempt organization soliciting tax-deductible private contributions for the benefit of the University of South Florida. The Foundation is registered to solicit charitable contributions with the appropriate governing authorities in all states requiring registration. The organization is located at 4202 E. Fowler Ave., ALC 100, Tampa, FL 33620. Financial and other information about the University of South Florida Foundation's purpose, programs and activities can be obtained by contacting Manager of Central Records, 4202 E. Fowler Ave., ALC 100, Tampa, FL 33620 or by calling (813) 974-9110.

**CONTRIBUTIONS ARE DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES IN ACCORDANCE WITH APPLICABLE LAW. REGISTRATION IN A STATE DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION OF THE UNIVERSITY OF SOUTH FLORIDA FOUNDATION BY THE STATE.**



**Please accept my gift of:**  \$35  \$75  \$150  \$250  Other \$ \_\_\_\_\_

**I would like to support:**

Honors College Dean's Strategic Fund for Excellence (170024)

Other \_\_\_\_\_

John Q. Sample  
MCR Sales  
4800 East 345th St.  
Willoughby, OH 18885  
U12345678

My check made payable to USF Foundation Inc. is enclosed

Please charge my gift to:  AMEX  Discover  MasterCard  VISA

\_\_\_\_\_  
CREDIT CARD #

\_\_\_\_\_  
EXPIRATION DATE (MM/YY)

\_\_\_\_\_  
SECURITY CODE

\_\_\_\_\_  
NAME ON CARD

\_\_\_\_\_  
SIGNATURE

I want to establish a recurring gift:

monthly  quarterly  annually

I want this to:

continue for \_\_\_\_\_ installments  
for a total gift of \$ \_\_\_\_\_.

continue through the card expiration date.

I'd like more information about:

- The College
- The USF Alumni Association
- Planned Gift & Estate Planning

My employer will match my gift and a completed gift form is enclosed.

My billing address does not match what is at left. I have updated on the reverse side.

Please return with your gift in the addressed return envelope. You can also

**make your gift**  
**www.usf.edu**  
**code HCDMF**



## PERSONAL INFORMATION UPDATES (Please print clearly)

---

NAME

CLASS YEAR

---

ADDRESS

---

CITY

STATE

ZIP

---

PHONE

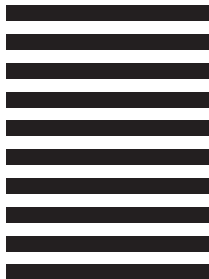
---

PREFERRED EMAIL

Office of Annual Giving  
ALC100



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 2039 TAMPA FL

POSTAGE WILL BE PAID BY ADDRESSEE



UNIVERSITY OF SOUTH FLORIDA  
4202 E FOWLER AVE  
ALC100  
TAMPA FL 33620-9989





The University of Vermont Foundation  
411 Main Street | Burlington, VT 05401

John Q. Sample  
MCR -dupren  
4800 East 345th St.  
Willoughby, OH 21968





Dear John,

**When I heard Jared Carlson's story, I was reminded of the power of giving back.**

Jared just graduated from UVM a few weeks ago and his 4 years on campus were marked by his desire to give back every step of the way — to his country, to his University, and to his peers.

I want to share his story with you because **you helped make his story possible** through your generosity to the UVM Fund.

And I hope his story inspires you to renew your gift before June 30.

Jared's story starts like that of more than 80% of students — receiving a scholarship that opened the door to a UVM education. **Donors like you** provide access to this beautiful campus, our amazing faculty, and the connections that last a lifetime.

And once that door was open, Jared wasted no time getting involved. He joined his residence hall student council, the Lawrence Debate Union, and the Phi Mu Delta fraternity.


He also joined UVM's ROTC program his sophomore year and was just commissioned as a Second Lieutenant on May 20. Through this rigorous training, Jared developed important leadership skills that will serve him well when he starts his posting in Germany in January.



Beyond that, Jared gave back to his fellow students on campus each week in his role as a Peer Advisor in the Center for Academic Success.

This is a space in the center of campus where students can drop in and get advice from their fellow students on transitioning to college life, campus involvement, and academic advising.

When I asked Jared why he applied to be a peer advisor (despite his intensely busy schedule) — this is what he said:



"I feel like I have been given a lot of leadership opportunities during my time at UVM, and I know that those opportunities mean I have experiences that other students might be able to learn and benefit from.

I knew I could help students and make a difference for them."

There are so many students like Jared who are just beginning their journeys here at UVM, and they need your support to fully realize their potential.

When you renew your gift to the UVM Fund, your gift supports the full UVM experience — you help to fund student scholarships, the Career Center, the Center for Academic Success, and much more!

Jared gives back to his community because he knows how much he's benefitted from what others have given him — and your gift will inspire more students like Jared to give back.

Because they know they have your support behind them.

I hope you'll renew your gift today, and celebrate the potential of all our students here at UVM. Thank you so much for your continued support.

Sincerely,



Kevin Morgenstein Fuerst  
Director of Annual Giving

P.S. And when you give before June 30 to support students like Jared, you can receive a limited edition pair of UVM socks as a thank you for your generosity. Check out the enclosed insert or go online to [go.uvm.edu/getsocks](http://go.uvm.edu/getsocks) for more details.

# YES! I want to support UVM with a gift.

19SWS  
12345678  
John Q. Sample

➤ Give Online: [go.uvm.edu/getsocks](https://go.uvm.edu/getsocks)

20

I would like to give a gift of: \$ \_\_\_\_\_

**Please direct my gift to:**

- UVM Fund  
 Write in a fund: \_\_\_\_\_

Yes I would like a pair of socks.

Adult Sizes:  Small  Medium  Large  Extra Large

Toddler Size:  One size fits most

Look on the back for

# GIVE & GET SOCKS

The market value of the socks is \$10.00 and the minimum gift amount to get a pair of socks is \$20.00.

The tax-deductible amount of your gift will be any amount given above the \$10.00.

Please give generously, and make your gift before June 30th - this limited number of socks will sell out!

## Match it.

Visit: [go.uvm.edu/match](http://go.uvm.edu/match) to see if you're eligible for a matching gift from your employer.

## Your Contact Info.

**Email:** [sales@mcr-inc.com](mailto:sales@mcr-inc.com)

**Phone:** 440-484-3010

## Payment Info.

Check payable to: *The UVM Foundation*

Please charge my credit card.

Account Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_ (MM/YY) CCV: \_\_\_\_\_



Renew your gift today and **get your pair** of limited edition UVM socks!

**GIVE & GET SOCKS**

Send in your gift  
**before June 30th**  
to get your pair of  
socks!

Available in Toddler  
and Adult sizes.

**Limited number** of  
each size available, so  
make your gift before  
they're gone for good!



**Adult Sizes**  
Small  
Medium  
Large  
Extra Large

**Toddler**

One size fits most (1-4)





PLACE  
STAMP  
HERE

**The University of Vermont Foundation**  
411 Main Street  
Burlington, VT 05401-3411




**moveMountains**  
The Campaign for The University of Vermont





124 Perkins Hall  
Knoxville, TN 37996

	Name
	Street Address
	City, ST 00000-0000

**ADDRESS LABELS ENCLOSED**

John Q. Sample  
MCR -tce  
4800 East 345th St.  
Willoughby, OH 21979





JOIN  THE  
JOURNEY



March 29, 2019

Mr. John Q. Sample  
MCR -tce  
4800 East 345th St.  
Willoughby, OH 21979-6789

Dear John,

Lighting the path for others is part of our history and tradition. It embodies what it means to be a Volunteer. **Thank you for lighting the path for me with your support of the University of Tennessee, Knoxville.**

Growing up in East Tennessee, I always wanted to be a Vol. There was no question. However, financial challenges prohibited me from completing a degree and I thought college was not part of my future.

The Tickle College of Engineering has made it possible for me, a non-traditional student who is married with children, to complete my undergraduate degree and work toward my PhD. If you think your gift does not matter, I can tell you that it changed my life.

During the Join the Journey campaign, your generosity has helped keep a UT education affordable for students and their families while ensuring students thrive on their career paths.

Your giving provides opportunities to participate in research and seek out new frontiers in the field, in the lab, and around the globe, enlivening discovery and promoting personal growth.

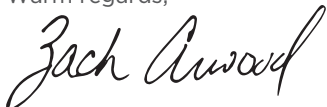
The Tickle College of Engineering is the fastest growing college on campus. To support this growth, thanks to our generous donors, the college is hiring new faculty, overseeing the construction of new buildings, and increasing diversity among students and faculty.

I hope you will consider increasing the size of your gift. The impact of your gift is fundamental to students chasing their dreams when you consider 93% of entering UT freshmen and 89% of all undergraduates received financial aid and scholarships from federal, state, and private sources.

Please return the attached reply form with your gift to the College Fund for Tickle Engineering. To put your gift to work immediately, you may consider an online gift at [journey.utk.edu/191352](http://journey.utk.edu/191352).

Thank you for inspiring students to test their boundaries, go forth with a vigor for learning, and advance the traditions you hold dear. **You are changing lives with your support.**

Warm regards,



Zach Arwood, '18  
PhD Candidate

P.S. Please use the enclosed return address labels to share your UT pride.



*"Because of my scholarships and the support of the Tickle College of Engineering community, my blessing has been to focus on my classes and my family. Thank you for joining the journey"*

Zach Arwood



**Tickle College of Engineering**  
124 Perkins Hall Knoxville, TN 37996  
865-974-5321 tickle.utk.edu

JOIN THE  
**JOURNEY**

**TICKLE**  
COLLEGE OF ENGINEERING  
THE UNIVERSITY OF TENNESSEE, KNOXVILLE

Please complete and return this form with your gift in the enclosed envelope.

**Check/Credit Card Gift**

- Check enclosed made payable to the UT Foundation
- Matching Gift completed on back
- Credit Card Gift completed on back

**If you do not indicate a designation, your gift will be applied to the College Fund for Tickle Engineering.**

- \$2,000  \$1,500  \$1,000  \$500  Other \_\_\_\_\_
- Joint gift with spouse \_\_\_\_\_

(Please print spouse's name)

**Please apply my/our gift to:**

- College Fund for Tickle Engineering
- E Eugene Stansbury Endowment
- E Eugene Stansbury Fund
- Other \_\_\_\_\_

**Pledge Option**

I/We wish to make a total pledge of \$ \_\_\_\_\_ fulfilled via equal  monthly  quarterly  semi-annual  annual installments of \$ \_\_\_\_\_ beginning \_\_\_ / \_\_\_ / \_\_\_.

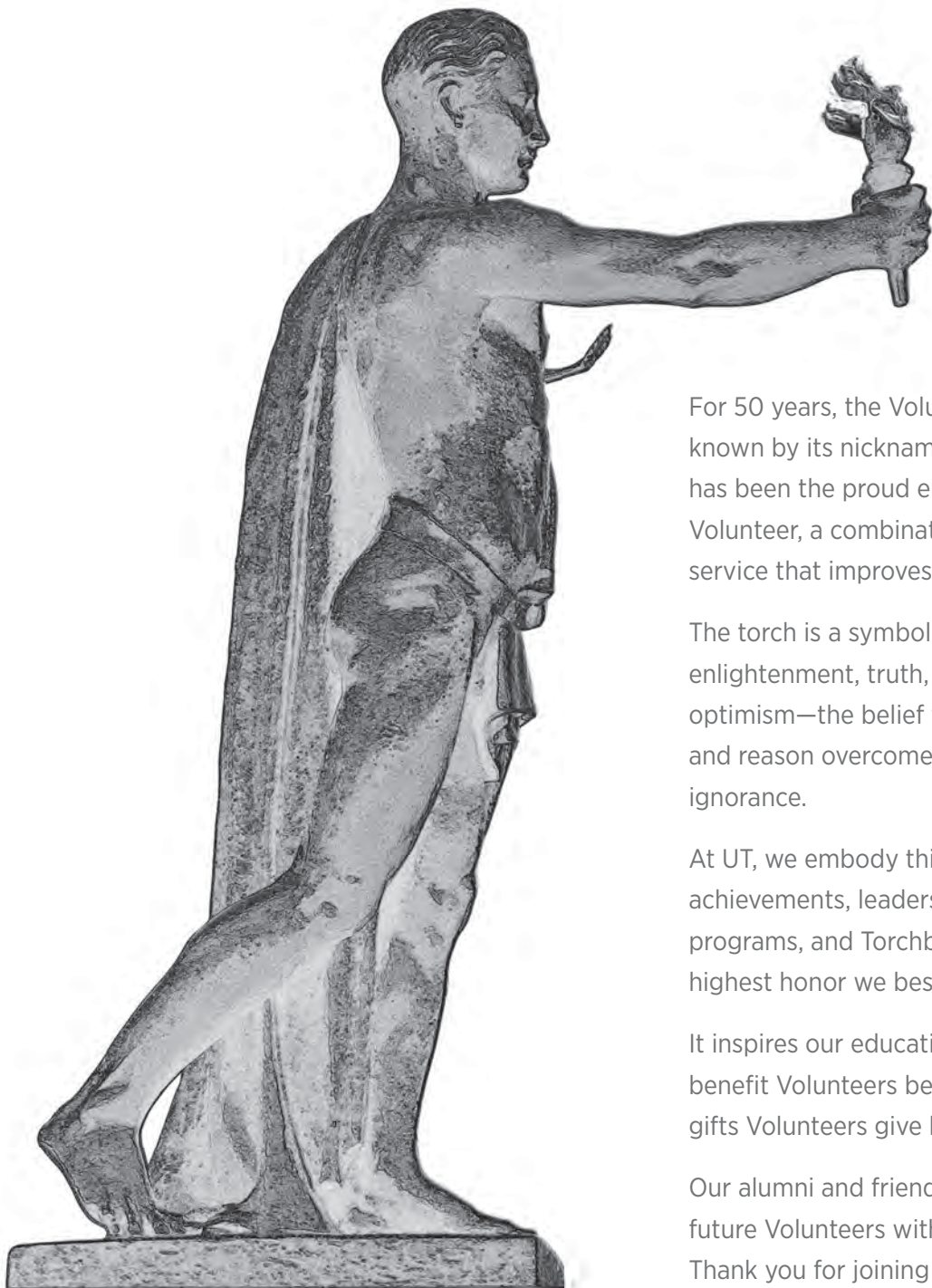
0123456789  
Mr. John Q. Sample  
MCR -tce  
4800 East 345th St.  
Willoughby, OH 21979-6789

Please visit [journey.utk.edu/191352](http://journey.utk.edu/191352) to make a online. **KM191352**



# Lighting the Path for Future Volunteers

One that beareth a torch shadoweth oneself to give light to others.



For 50 years, the Volunteer statue, best known by its nickname the Torchbearer, has been the proud embodiment of a UT Volunteer, a combination of leadership and service that improves the world around us.

The torch is a symbol of knowledge, enlightenment, truth, and intellectual optimism—the belief that the light of truth and reason overcomes the darkness of ignorance.

At UT, we embody this spirit in our academic achievements, leadership and service programs, and Torchbearer awards—the highest honor we bestow on students.

It inspires our education, the programs that benefit Volunteers beyond campus, and the gifts Volunteers give back to the university.

Our alumni and friends light the path for future Volunteers with their annual support. Thank you for joining the journey.

## Be Proud. Be Involved. Be Invested.

Please complete and return this form with your gift in the enclosed envelope.

**Please make any necessary updates or corrections below or online at [alumni.utk.edu/update](http://alumni.utk.edu/update).**

Name \_\_\_\_\_

Preferred Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Preferred Email \_\_\_\_\_

Preferred Phone \_\_\_\_\_

Preferred phone type  Cell  Home  Business

Alternate Phone \_\_\_\_\_

Alternate phone type  Cell  Home  Business

Please send information on electronic bank draft.

I am interested in learning more about supporting UT Knoxville through estate planning.

### Credit Card Gift

Please charge my gift of \$ \_\_\_\_\_ to my credit card.

(Please complete credit card information below)

VISA  MASTERCARD  DISCOVER  AMEX

Name as it appears on card \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ CVV \_\_\_\_\_

Signature \_\_\_\_\_

### Matching Gift

My employer \_\_\_\_\_ will match this gift.

Matching gift form enclosed  Completed matching gift form online

Visit [journey.utk.edu/match](http://journey.utk.edu/match) for matching gift information.

The University of Tennessee Foundation is the preferred channel for all private gifts that benefit students and faculty in the UT System.

---

---

---

THANK YOU  
FOR YOUR  
GIFT OF  
POSTAGE

THE UNIVERSITY OF TENNESSEE FOUNDATION  
OFFICE OF ANNUAL GIVING - 438  
1525 UNIVERSITY AVENUE  
KNOXVILLE, TN 37996-0650





September 24, 2020

Jenna Hart  
Virginia Commonwealth University

Dear Jenna,

MCR is pleased to quote printing and mailing services for your Letter Mailing.

**Scope**

- ☐ NCOA, CASS Certify and Postal Sort data
- ☐ Printing 8.5 x 14 letter/reply form, 2/2, bleeds, 70# Opaque Uncoated text, perf, 1 art version
- ☐ Laser printing variable information onto letter/reply form, simplex, black, 1 text version
- ☐ Printing #10 closed face envelope, 2/0, no bleeds, 24# WW, 1 version
- ☐ Inkjet address block onto envelope
- ☐ Printing #9 reply envelope, 1/0, no bleeds, 24# WW, **security tint**, 1 version
- ☐ Insert personalized letter/reply form and the #9 reply envelope into the #10 closed face envelope. Maintain 2-way camera match.
- ☐ Mails nonprofit with a live stamp

Virginia Commonwealth University will provide artwork and data

**Cost**

<b>Cost for the above services (5,000)</b> .....	<b>\$3,000</b>
<b>(10,000)</b> .....	<b>\$4,275</b>
<b>(25,000)</b> .....	<b>\$7,900</b>
<b>(50,000)</b> .....	<b>\$14,125</b>

*Additional cost for design services (if applicable)*.....\$75/hour

*Estimated Cost for postage (5,000 @ \$0.19/piece Non-Profit)*.....\$950

*Estimated Cost for postage (10,000 @ \$0.19/piece Non-Profit)*.....\$1,900

*Estimated Cost for postage (25,000 @ \$0.19/piece Non-Profit)*.....\$4,750

*Estimated Cost for postage (50,000 @ \$0.19/piece Non-Profit)*.....\$9,500

*Deliveries will be billed as incurred*

If this proposal is agreeable to you, please sign below or issue a purchase order as indication of your acceptance.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Sincerely,

Shawn Thomas

---

**Marketing Communication Resource, Inc.**  
 4800 East 345<sup>th</sup> Street • Willoughby, OH 44094  
 Phone: (440) 484-3010 • Fax: (440) 484-3020





Jenna Hart  
Virginia Commonwealth University

Dear Jenna,

MCR is pleased to quote printing and mailing services for your BGLS Pin Appeal Mailing.

**Scope**

- ☐ NCOA, CASS Certify and Postal Sort data
- ☐ Full color digital printing 10.5 x 7.825 personalized brochure, bleeds, 100# White Smooth cover, duplex, score, gate fold, 1 art version, 4 text versions
- ☐ **Package 1 pin reply, 2 pins reply, no pin reply (40, 500, 1,390):** Full color digital printing 6.25 x 4.5 personalized reply card, no bleeds, 65# White Smooth cover, duplex, score, 1 art version
- ☐ Virginia Commonwealth University supplies generic 0.75 x 0.75 pin1
- ☐ **Package 2 pins reply, 2 pins no reply (500, 230):** Virginia Commonwealth University supplies generic 0.75 x 0.75 pin2, , 5 art versions
- ☐ **Package 1 pin reply, 1 pin no reply, 2 pins reply, 2 pins no reply (40, 137, 500, 230):** Full color digital printing variable information onto address label, simplex
- ☐ Full color digital printing variable information onto address label, simplex
- ☐ **Package 1 pin reply, 1 pin no reply, 2 pins reply, 2 pins no reply (40, 137, 500, 230):** Printing 5.5 x 8.125 closed face envelope, 2/0, no bleeds, 24# WW, 1 version
- ☐ **Package 1 pin reply, 1 pin no reply, 2 pins reply, 2 pins no reply (40, 137, 500, 230):** Inkjet address block onto envelope
- ☐ **Package 1 pin reply, 2 pins reply, no pin reply (40, 500, 1,390):** Printing A-6 envelope, 1/0, no bleeds, 24# WW, 1 version
- ☐ **Package 1 pin reply (40):** Insert personalized brochure, personalized reply card, generic pin1, A-6 envelope and the personalized address label into the 5.5 x 8.125 closed face envelope. Maintain 4-way camera match.
- ☐ **Package 1 pin no reply (137):** Manually insert personalized brochure, generic pin1 and the personalized address label into the 5.5 x 8.125 closed face envelope. Maintain 3-way match.
- ☐ **Package 2 pins reply (500):** Insert personalized brochure, personalized reply card, generic pin1, generic pin2, A-6 envelope and the personalized address label into the 5.5 x 8.125 closed face envelope. Maintain 4-way camera match.
- ☐ **Package 2 pins no reply (230):** Insert personalized brochure, generic pin1, generic pin2 and the personalized address label into the 5.5 x 8.125 closed face envelope. Maintain 3-way camera match.
- ☐ Package no pin reply closed-face 3-way match - 3 total pieces
- ☐ Package no pin no reply closed-face 2-way match -
- ☐ Mails presorted First Class postage with an Indicia specific service type First Class - 270 - No Address Corrections, Full Service with IMB Tracing
- ☐ There will be 5 mail streams
- ☐

Virginia Commonwealth University will provide artwork and data

**Cost**

**Cost for the above services (2,500) ..... \$6,000**

**Additional cost for design services (if applicable) ..... \$75/hour**

**Estimated Cost for postage (2,500 @ Presorted First Class) ..... \$1,250**

***Deliveries will be billed as incurred***

If this proposal is agreeable to you, please sign below or issue a purchase order as indication of your acceptance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sincerely,  
  
Shawn Thomas



Jenna Hart  
Virginia Commonwealth University

Dear Jenna,

MCR is pleased to quote printing and mailing services for your Monthly Anniversary Mailing.

**Scope**

- ☐ NCOA, CASS Certify and Postal Sort data
- ☐ Printing 8.5 x 14 letter/reply form, 4/1, bleeds, 70# Opaque Uncoated text, perf, 1 art version
- ☐ Laser printing variable information onto letter/reply form, simplex, black, 1 text version
- ☐ Printing 6 x 9.5 closed face envelope, 1/0, no bleeds, 24# WW, 1 version
- ☐ Inkjet address block onto envelope
- ☐ Printing #9 reply envelope, 1/0, no bleeds, 24# WW, **security tint**, 1 version
- ☐ Insert personalized letter/reply form and the #9 reply envelope into the 6 x 9.5 closed face envelope. Maintain 2-way camera match.
- ☐ Mails nonprofit with a live stamp

Virginia Commonwealth University will provide artwork and data

**Cost**

<i>Cost for the above services (preprint)</i> .....	<b>\$2,175</b>
<i>Cost for the above laser printing and mailing services</i> .....	<b>\$675/drop</b>
<i>Additional cost for design services (if applicable)</i> .....	<b>\$75/hour</b>

***Estimated Cost for postage (\$0.19/piece Non-Profit)***

***Deliveries will be billed as incurred***

If this proposal is agreeable to you, please sign below or issue a purchase order as indication of your acceptance.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Sincerely,

Shawn Thomas

---

**Marketing Communication Resource, Inc.**  
4800 East 345<sup>th</sup> Street • Willoughby, OH 44094  
Phone: (440) 484-3010 • Fax: (440) 484-3020





October 01, 2020

Jenna Hart  
Virginia Commonwealth University

Dear Jenna,

MCR is pleased to quote printing and mailing services for your Acquisition Mailing.

**Scope**

- ☐ NCOA, CASS Certify and Postal Sort data
- ☐ Printing 8.5 x 14 letter/reply form, 2/2, bleeds, 70# Opaque Uncoated text, perf, 1 art version
- ☐ Laser printing variable information onto letter/reply form, simplex, black, 1 text version
- ☐ Printing #10 closed face envelope, 2/0, no bleeds, 24# WW, 1 version
- ☐ Inkjet address block onto envelope
- ☐ Printing #9 reply envelope, 1/0, no bleeds, 24# WW, **security tint**, 1 version
- ☐ Insert personalized letter/reply form and the #9 reply envelope into the #10 closed face envelope. Maintain 2-way camera match.
- ☐ Mails nonprofit with a live stamp

Virginia Commonwealth University will provide artwork and data

**Cost**

**Cost for the above services (50,000).....\$14,125**

*Additional cost for design services (if applicable).....\$75/hour*

**Estimated Cost for postage (50,000 @ \$0.19/piece Non-Profit).....\$9,500**

***Deliveries will be billed as incurred***

If this proposal is agreeable to you, please sign below or issue a purchase order as indication of your acceptance.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Sincerely,

Shawn Thomas

---

**Marketing Communication Resource, Inc.**  
 4800 East 345<sup>th</sup> Street • Willoughby, OH 44094  
 Phone: (440) 484-3010 • Fax: (440) 484-3020