



VCU Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: C0001816

This Contract entered into by BWF, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF PERFORMANCE: From the execution of the contract by both parties through four (4) years with up to four (4) successive one (1) year renewal options.

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

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiation Items/Talking Points for BWF with revised pricing dated November 29, 2021; and
- (3) The Request for Proposals # 144301102CK dated August 26, 2021, including the VCU Data and Intellectual Property Protection Addendum; Addendum 1 to the RFP, dated September 16, 2021, Addendum 2, dated September 20, 2021, Addendum 3, dated September 21, 2021; and
- (4) The Contractor's Proposal dated September 29, 2021.

All of which documents are incorporated herein by reference.

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

CONTRACTOR:

Bentz, Whaley, Flessner, and Associates, Inc. (d/b/a BWF)

By: *Katrina A. Klaproth*

Name Printed: Katrina A. Klaproth

Title: COO

Date: 12/15/21

PURCHASING AGENCY:

Virginia Commonwealth University

DocuSigned by:
By: *John McHugh*

Name Printed: John McHugh

Title: Director, Procurement Services

Date: 12/16/2021

Negotiation Items/Talking Points for BWF

November 29, 2021

1. Vendor VCU agree to revise contract term to four (4) years, with a four (4) one-year renewal periods.
2. Vendor and VCU agree to remove the cost for Wealth Screening.
3. Vendor has submitted revised pricing based on a four (4) year agreement.
4. As VCU continues to look for savings to mitigate the COVID-19 pandemic, please consider and provide updated costs to show any reductions and/or savings that would benefit VCU.

Vendor Response: BWF's accounted for COVID implications in current bid. In particular, we have proposed reduced travel to keep expenses at a minimum.

5. Vendors are strongly encouraged to participate in VCU's early payment discount program. Will you agree to offer early payment discounts? The most commonly offered term is 2% Net 15/Net 30.

Vendor Response: BWF's model does not allow for early payment discounts.

6. Are there any additional financial or value-added incentives you would like to offer at this time?

Vendor Response: BWF will provide a free wealth screening within it's current vendor contracts.

7. Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit now.

Vendor Response: BWF does not have any additional forms or documents that are required to be signed. BWF may request points of negotiation within the agreement terms, if selected. *Vendor agrees to withdraw their request for negotiations.*

8. The firm will accept the University issued Purchase Orders ("PO"). Please acknowledge and agree.

Vendor Response: Acknowledged and agreed.

9. The firm will not require the University to sign any separate agreements. The University has a signatory authority policy that allows only specified individuals to authorize contracts.

Quotes should be used to summarize specific items such as; delivery dates, goods, prices – no terms or conditions should be listed. Selected Firms providing Services must provide a Statement of Work or a clear and detailed price quote for Services. Please acknowledge and agree.

Vendor Response: Acknowledged and agreed.

10. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

Vendor Response: Yes, but we will consider discounts for multiyear counsel contracts.

11. Are you willing to contact departments on a monthly basis to address service issues?

Vendor Response: Yes. BWF will provide the client with a monthly memorandum during primary 912 W. Grace Street, 5th Floor • Richmond, VA 23298-0327 • 804-828-0163

service months. Upon agreement between BWF and VCU, these may be adapted to quarterly updates as the partnership continues.

12. Does your firm agree to offer the same rates to other VASCUPP institutions?

Vendor Response: Yes. BWF provides standard rates across all institutions.

13. As part of VCU's standard procedures, all awarded contracts will be publicly posted. Is there any information included that would be used to identify or harm a person's identity, finances, or personal information? If so, please provide a redacted copy of your proposal.

Vendor Response: Yes. Please see attached redacted copy.

14. Provide details for how data is stored and how VCU will obtain this data once the contract life ends.

Vendor Response: See BWF's Information Security Policy attached.

15. End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperate fully in a successful transition of services.

Vendor Response: Acknowledged and agreed to the extent permissible. BWF will not share background IP or confidential methodology.

16. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

Vendor Response: BWF would certainly cooperate. BWF would charge for meetings beyond documentation transfer and one-transfer call.

17. Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person's commitment to assuring the highest quality service to VCU if your organization is awarded a contract.

Vendor Response: The CEO and President of Philanthropic Counsel are both aware of this bid and committed delivering quality services and valuable partnership.

18. Please describe your quickest turn-around time if emergency services are needed.

Vendor Response: This is a service dependent request so we cannot commit to a timeline in this negotiation. BWF is committed to delivering on client requests and would work diligently with VCU to complete timely emergency service requests.

19. Will you be able to handle increased volumes of business and/or provide service to additional departments during the course of the contract?

Vendor Response: BWF expects to be able to handle all service increases. BWF requests 30-day notice.

20. How soon after contract award can you begin providing services?

Vendor Response: BWF has availability to begin the kick-off protocols immediately following the contract signature. A project timeline will be developed in that initial stage. Based on presentation timing, holidays, and a standard contracting period, we expect this project to begin in December or early January.

21. Do you acknowledge, agree, and understand that VCU cannot guarantee a minimum
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amount of business if a contract is awarded to your company?

Vendor Response: Acknowledged and agreed. For purposes of interacting with RealSource, please identify the person (name, phone number, email address, etc.) in your company that will serve as the liaison for a) ecommerce, b) accounts receivable, c) emergency orders.

Vendor Response: Alissa Thorsland, accounting@bwf.com, 800-921-0111

22. Does your company have any legal issues or constraints that could impact the performance of your products/services?

Vendor Response: No

23. All contractors are required to purchase a VCU Parking permit before utilizing a VCU permit-controlled parking facility. This does not include our pay-by-day facilities. The Contractor will be responsible for all parking-related costs. Please acknowledge and confirm.

Vendor Response: Acknowledged and agreed.



Virginia Commonwealth University

#144301102CK Proposal Addendum

We are honored to be a finalist to provide campaign planning and counsel for Virginia Commonwealth University (VCU). We have enjoyed our interactions to date with the VCU team through the bidding process and presentations. You clearly have an excellent team and strategic vision; we hope to be your partners through this important campaign.

Identifying the right partner as well as the right offer is essential when committing to a multi-year campaign engagement. Thank you for opportunity to submit a revised budget with a revised timeframe and scope.

The fee table below reflects a reduced timeframe for the services as well as a complimentary wealth screening and discounted campaign counsel for multi-year commitments. Campaign counsel will be scoped on an annual basis and reassess quarterly to allocate campaign goals. This regular review of goals and scope will allow VCU to allocate budget to the most pressing needs of the campaign and thus can be used on items such as digital engagement, additional analytics, prospect research, and more.

Description	Estimated Quantity	Price (Annual)	Extended Price
Engagement Preparation	1	\$6,550	\$6,550
Internal Leadership Interviews	1	\$9,100	\$9,100
Donor Giving Capacity Analysis	1	\$15,000	\$15,000
Wealth Screening	1	\$0	\$0
Predictive Modeling (4 models)	1	\$35,000	\$35,000
Engage Dx Constituent Survey	1	\$15,000	\$15,000
Personas/Clustering	1	\$22,500	\$22,500
Staff Survey	1	\$7,150	\$7,150
DAR Organizational Readiness	1	\$46,900	\$46,900
Case for Support (editorial)	1	\$2,000	\$2,000
Prospective Donor Interviews (40)	1	\$22,700	\$22,700
External Planning Considerations	1	\$1,100	\$1,100

Virginia Commonwealth University
 November 2021
 Page 2

Analysis and Report Development	1	\$31,200	\$31,200
Report Review and Presentations	1	\$6,900	\$6,900
Annual Campaign Counsel* (\$6,930** per month)	3	\$83,160	\$249,480
Biennial Campaign Analytics	2	\$25,000	\$50,000
Estimated Expenses			
Administrative Fee***	1	Service Based	Service Based
Campaign Planning Estimated Travel (4 visits per year)	1	\$15,000	\$15,000
Annual Campaign Counsel Estimated Travel (1 visit per year)	8	\$3,750	\$30,000
<i>The above are estimates and will vary depending on need</i>			
Total Proposal Amount			\$565,580.00
Renewals of Ongoing Counsel			
Annual Campaign Counsel (\$7,315 per month)*	4	\$87,780	\$351,120
Biennial Campaign Analytics	2	\$25,000	\$50,000
Notes			
*This fee is based off of 24 days of counsel with project management support per year period but can be adjusted based on the needs of VCU.			
**Monthly fee represents a 10% discount from originally proposed pricing for multi-year commitments.			
***Administrative Fee is based on 3 percent of the total professional fees and is subject to change based on scope of work			
****Monthly fee represents a 5% discount from originally proposed pricing for multi-year commitments.			



VCU Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#144301102CK

Issue Date: AUGUST 26, 2021

Title: CAMPAIGN CONSULTING AND COUNSELING SERVICES

Issuing and Using Agency: VIRGINIA COMMONWEALTH UNIVERSITY (VCU)

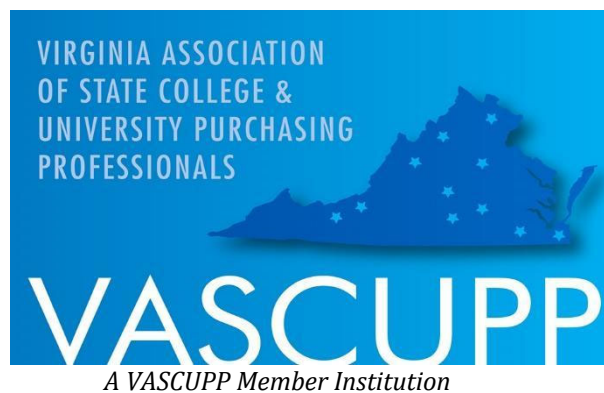
Direct Inquiries to: CHRISTOPHER C. KERSEY, CPPB, CUPO
CKERSEY2@VCU.EDU

Proposal Due Date (Firm): SEPTEMBER 24, 2021
2:00 PM

Questions due by: SEPTEMBER 13, 2021

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](http://WWW.EVA.VIRGINIA.GOV)



**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
CAMPAIGN CONSULTING AND COUNSELING SERVICES
#144301102CK**

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, add an attachment sheet to this form with details.	See Paragraph X for more information
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

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

Affix this Form as the FIRST PAGE of your proposal.

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I. **PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for Campaign Consulting and Counseling Services for the Development and Alumni Relations Department. Firms are encouraged to submit proposals for individual or comprehensive service offerings listed in the Statement of Needs.

Virginia Commonwealth University completed its successful Make it Real Campaign (MIR) in 2020, surpassing its \$750M goal in 8 years. As the COVID pandemic affected our ability to plan and predict fundraising goals, VCU now embarks on an aggressive timeline to launch a public campaign to meet its strategic goals for the next decade.

Currently, there are over 500,000 individual and organizational constituents in the database of record. The MIR campaign received gifts from 113,203 of this group, with approximately 73,000 being first-time donors. From the 500k+ records, there are 156,679 with a prospect constituency, meaning they have either been identified as a prospect or were a prospect in previous database records. Additionally, there are approximately 24,368 constituents with a gift capacity rating at or above \$250,000. This figure may change once an updated wealth screening is completed in Fall 2021. Currently, we have approximately 53 frontline fundraising staff, including leadership. To reach the rated constituents noted above, each fundraiser would have to contact 460 constituents. VCU is also embarking on a new frontier in this campaign by expanding grateful patient fundraising. The VCU Health enterprise has over 100k unique patient visits on an annual basis. VCU must leverage this population to further its health care mandate.

In order to maximize campaign results in this new campaign, VCU requires a focused, data-centric approach to engage more constituents, retain and grow first-time donors, and reach highly-rated prospects across VCU and VCUH for higher dollar gifts. The volume of available constituents to reach is challenging. Analysis is required to segment groups ranging from marketing to direct contact at the presidential level. VCU must be strategic in its investment in marketing, engagement, solicitation, and donor stewardship. Analysis of our constituent population, segmenting by affinity and affluence, and deeper predictive models is needed to be successful.

VCU Development and Alumni Relations (DAR) works alongside the university's four (4) affiliated foundations to garner and steward our constituencies. University DAR staff total approximately 200 professionals. In the past year, the university welcomed a new vice president for health sciences and a new vice president and provost for academic affairs, in addition to several new deans/center directors. DAR seeks to retain one or more campaign consultants to be on retainer to provide expertise and services, as needed given the stage of the campaign timeline. In order to support innovation and success, VCU requests proposals for campaign counsel for the following areas:

1. Campaign leadership, organization and executive counsel
2. Fundraising capacity and campaign feasibility, including transformational gift opportunities
3. Data analytics and predictive modeling
4. Alumni engagement and donor pipeline development
5. Fundraising structure and optimization
6. Transformational principal gift opportunities
7. Grateful patient program development and implementation
8. Campaign marketing, including the development of effective support documentation, with a focus on diverse university constituencies

Term: The initial contract term shall be three (3) year(s), with the option of up to five (5) one (1)-year renewals, 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 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. 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.

- A. The Offeror may submit proposals for only the requirements they are able to provide services:

- 1) Comprehensive campaign counsel and volunteer leadership support
- 2) Campaign feasibility, including leadership interviews with donors
- 3) Evaluation of DAR organizational readiness, including staffing and gift officer benchmarking
- 4) Donor giving capacity analysis
- 5) Data analytics and segmentation of constituencies
- 6) Data analytics to inform alumni engagement and marketing strategies, with a focus on diverse constituencies
- 7) Evaluation and expansion of grateful patient fundraising operations, including medical philanthropy academy for hospital, physician and nursing staff
- 8) Campaign marketing and use of multi-channel platforms
- 9) Strategy and guidance for transformational \$100M project concept

B. Already Under Contract:

- 1) Academic Resources: Frontline Fundraiser Training and Dean/Director Training

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

- A. **Written Proposals:** To properly respond to this Request for Proposals, Offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **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. **Final Contract:** Once a final selection decision has been made, VCU will work with the chosen Offeror(s) to finalize the terms and conditions of the contract.
- F. 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.

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

- A. Offerors shall submit:
 1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP

- b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
- c) Fully completed Appendix II.
- d) All forms must be executed by an official representative of the Offeror.
- e) **A VPAT (Voluntary Product Accessibility Template) and HECVAT (Higher Education Community Assessment Tool) will be required. A Service Organization Controls (SOC 2) Type II may also be required - see Attachment A for more information.**

2. **Electronic Copy of the Entire Proposal**

- a) One electronic copy (via email) of the entire proposal including all attachments and proprietary information.

VI. 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
- 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.	
_____	_____	
City, State, Zip Code +4	RFP Title	

Name of Contract/Purchase Officer or Buyer: _____

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may 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.

VII. PROPOSAL RESPONSE FORMAT

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

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

D. Qualification of the Staff

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

E. References

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

F. Work Plan

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

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract. Deliverables and costs per deliverable will be based on the proposed cost in Section G. below.
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*. While VCU may negotiate some terms and conditions, Offerors must recognize that VCU is a public agency and must abide by the legal requirements applicable to such public agencies. Most terms and conditions in the RFP cannot be negotiated. See Appendix III for additional information.

G. Price Proposal

Please submit pricing in the listed below. Note VCU reserves the right to negotiate price. Cost should be the total of the deliverables stated in F.2.

Column I Description	Column II Estimated Quantity	Column III Price (Annual)	Column IV Extended Price (Columns II x III)
Campaign Consulting and Counseling Services	1	\$ _____/	\$ _____
		Total Proposal Amount (sum of prices in Column IV)	\$ _____

Would your firm be able to offer early payment discounts? _____ Yes _____ No

If yes, please fill out your early payment discount below:

_____ % Discount Net _____ (15 days minimum)

VIII PROCUREMENT SCHEDULE

Below is a brief schedule for this solicitation, specifying the critical dates and milestones (subject to change).

Event/Milestone	Date/Date Range
Issue Date of RFP	08/26/2021
Proposal Due Date	09/24/2021
Oral Presentations	10/13/2021 - 10/14/2021
Negotiations/BAFO	10/21/2021 - 10/25/2021
Anticipated Contract Award	11/1/2021

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

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. 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 13, 2021.

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 working with: 40%

1. complex, matrixed organizations
2. grateful patient programs
3. large volume of varied constituent data
4. comprehensive campaigns of \$1B or more

Methodology/Approach 25%

Pricing Schedule 10%

SWaM Status/Utilization* 15%

Acceptance of all the terms, conditions, and specifications of this RFP** 10%

**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).*

***Offeror's failure to accept all the terms, conditions, and specifications of this RFP may result in lower overall scoring. See Appendix III for more information.*

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/sites/vascupp/files/2020-09/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 - \$5,000,000 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 VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- 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 beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- 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. 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.
- 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. 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.
- H. 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.
- I. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- J. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written contract of both parties for six (6) one successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

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

- K. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- M. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- N. 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.

- O. 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.

- P. 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.
- Q. 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.

- R. 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.

- S. **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.
- T. **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

Attachment A - Data and Intellectual Property Addendum

Attachment B - VPAT (Voluntary Product Accessibility Template) Document

Attachment C - HECVAT (Higher Education Community Assessment Tool) Document

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 . 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.

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.

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: _____

APPENDIX III

EXCEPTIONS

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

Unless specific exceptions are made within the firm's proposal, VCU will assume that the Offeror accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with an Offeror, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Offeror raises issues that were not included in the Offeror's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION

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.



VCU Procurement Services

RFP – 144301102CK Addendum 1

DATE: September 16, 2021

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: 144301102CK

Commodity/Title: Campaign Consulting and Counseling Services

Issue Date: August 26, 2021

Proposal Due: September 24, 2021

A. Answers to Questions Submitted:

1. **On page 4 of the RFP, there is a list of 8 areas of campaign counsel that is being sought. Are requests sought only for proposals including performance of the entirety of the 8 areas, or will proposals for any one area be accepted?**

Vendors may submit a proposal for any or all of the stated needs in section IIIA on Pages 5-6. It is likely that VCU will select several vendors qualified to partner on the campaign implementation.

2. **Have you previously worked with fundraising counsel?**

Yes, VCU engaged Marts & Lundy in its previous Make it Real Campaign.

- a. **If so, are they proposing?**

We are unable to disclose this information at this time.

3. **In addition to philanthropy, are any other funding sources being considered to support this campaign?**

- a. **If so, what is the financing plan?**

The university is investing in the next campaign through a combination of university resources and a gift fee on all qualifying cash gifts.

4. **What is the Board's role in propelling fundraising efforts?**

- a. **Overall, how experienced are members in raising funds?**

VCU's Board of Visitors approves university campaign goals and plans. The board is appointed by Virginia's Governor and therefore does not serve terms that align with multiple year campaigns. All members of the BOV participate in philanthropy. We are presently in the process of recruiting a stand-alone Campaign Cabinet to advise and support our campaign fundraising efforts.

- b. **Are there any giving expectations set for Board members?**

VCU is in the process of creating volunteer campaign positions for tri-chairs, cabinet, and constituency committees. There will be various expectations for the campaign volunteer roles.

5. Has a budget been established for this project?

a. Are you willing to share an amount/range?

A final budget has not been established, as the expectation is to coordinate working partnerships with a variety of consultants.

6. First, in III A 9, are we correct in understanding this to mean that a \$100 million transformational project concept has been developed and the University is seeking strategy and guidance for securing support for it in the campaign rather than the University is seeking strategy and guidance to identify and develop a transformational project concept as part of its case for support?

The university is seeking guidance and strategic consultation for a concept distinct from the overall case for support. The \$100 million transformational project concept has been developed and the University is seeking strategy and guidance for securing support for it during the campaign.

7. Second, the nine items to be addressed as listed in III A are slightly different from the eight listed in I A. Are we correct in assuming that our proposal should address the nine in III A?

Yes. Please address your firm's ability and qualifications to support one or more of the campaign needs listed in IIIA on Page 5-6. The earlier section was a background discussion of overall campaign status and consulting needs.

8. What level of partnership is the University looking for in developing the preliminary case material?

a. Will the University take the lead on writing the preliminary case for support or will you need assistance in writing the document?

The university will take the lead on the preliminary case for support, as there is significant creative content experience within DAR's Strategic Marketing and Engagement office. However, the selected counsel will be expected to advise and review the preliminary case materials.

9. We understand the University is planning to select a partner by early November.

a. Are there any specific delivery dates of which we should be aware (i.e., specific Board meetings)?

The university holds governing board meetings every January, March, May and September. It is anticipated that the campaign consultant will attend all campaign leadership meetings and university campaign planning meetings with deans/directors when appropriate. These meetings have not been scheduled.

10. We believe that ongoing training of staff and/or academic leadership is likely warranted, should we include our proposal for ensuring sufficient training over the course of the 3-year period?

The university has contracted with Advancement Resources for development officer and dean training. These multi-year trainings have already been scheduled. If the

firm wants to recommend additional training for volunteers and/or academic leaders, these services will be considered by the RFP committee.

11. Is there currently a system for Medical Development to regularly receive and screen HIPAA-compliant patient data?

On an ongoing basis, VCU Health provides allowable PHI about select patients to Blackbaud Analytics for asset analysis. These asset analyses are furnished to patient-facing fundraisers who secure clearance from treating physicians to approach select patients for discovery/qualification activity. Currently, all patient prequalification activity is tracked in a proprietary tool; however, beginning this winter, the university will implement a second instance of Blackbaud CRM to manage the patient data feed in a HIPAA compliant environment. Additionally both the health system and the university are moving to Salesforce Marketing Cloud.

12. How well is the Medical Philanthropy Academy working?

a. Are there any metrics to demonstrate progress in the past few years?

The MPA curriculum runs for one semester. The program takes new cohorts in the fall and spring. We monitor increases/decreases in the number of faculty volunteer matriculants into the program. We also track matriculant participation (did they attend at least 2 out of 3 sessions) and a post-cohort survey is administered to all participants along with "quizzes" administered to participants at the end of each cohort meeting. We are beginning to track the relationship between MPA participation and the number of "referrals to development" received by participants as well as to monitor gifts given by patients whose treating physician(s) are MPA graduates.

13. We understand you are working on an aggressive campaign timeline.

a. When is the University planning to launch and conclude the upcoming campaign?

The university started counting its campaign as of July 1, 2020. The COVID year was spent assessing the recently completed campaign. It is anticipated that this campaign will operate in 3 year segments, with a public launch in Spring 2025. Total campaign timeline is calendar year 2021-2030.

14. Do you have a budget in mind for this engagement?

a. If so, would you be willing to share what it is so we can tailor our approach?

See response to Question No. 5

15. What are the ideal characteristics the University is seeking in a partner for this important engagement?

The university seeks campaign experts who are data-driven, adaptable in matrix environments, and experienced with academic medical centers. Campaign counsel must have experience successfully presenting complex information and strategy to volunteers, board members, and lead donors. VCU will prioritize philanthropy partners who will help implement fundraising strategies consistent with DAR's core values with intentionality toward diversity, equity and inclusion

16. Is the updated wealth screening complete (estimated Fall 2021)?

No.

a. Who conducted the screening?

DonorSearch

b. How many records were screened? Was this the entire constituent population?

Approximately 400,000 individual records will be screened in Fall 2021. It is not the entire population, as screenings do not cover organizations. We also excluded most recent graduating classes.

c. Was any predictive modeling included in this wealth screening? If yes, was this done with the entire constituent population?

There is a predictive score to indicate interest/inclination only. It is done on the entirety of the records sent to the vendor, not the entire constituent population.

17. At what level are the 156,679 records with a prospect constituency rated? (\$50K+, \$100K+, over five years?)

This number is based on the previous screening. For that screening, it was any constituent rated \$25,000 or above. Our minimum major gift level is now \$50,000, so a refreshed population will be apparent after the screening and validation is complete.

18. Regarding the 24,368 prospects with a capacity rating of \$250,000+: is this an assessed number of prospects reviewed by the VCU research team, or representative of raw data acquired from a prior screening?

It was a bit of both. Previous screening tools indicate a confidence level, for those falling below our accepted threshold the research team validated the rating.

19. Are the 100,000 unique patients counted from annual patient visits included in any of the above-mentioned constituent counts and/or screenings?

No they are not screened using VCU prospect development tools or staff. VCU Health uses an external screening tool behind the VCUH firewall.

20. Is there a Grateful Patient fundraising program in place currently? If so:

Yes, a nascent grateful patient program began in 2014 but growth was delayed by limited staffing/resources. In the last two academic years, there has been considerable focus and resources allocated to enhancing our grateful patient fundraising work.

a. How many grateful patient prospects are rated?

In FY2021, VCU Health had 238,682 total living (discrete) patients. Of this group, 123,802 were suppressed (not sent to Blackbaud or to development) due to age, insurance, medical history, etc. The remaining 114,880 patients (48%) were sent to Blackbaud for a wealth estimate and of this group, 10,891 were estimated to have asset estimates of >\$500k. Detail below.

PATIENT SCREENING SUPPLEMENTARY INFORMATION

	COUNTD of living MRNs	COUNTD of MRNs sent to BB by Discharge Date	Proportion of Patient Population sent to Blackbaud	COUNTD of MRNs sent to BB by Discharge Date (AE >\$500k)	Proportion of "Patients sent to BB" with AE >\$500k	Proportion of "All Patients" with AE >\$500k
FY2019	221,434	80,432	36.3%	7,795	9.7%	3.5%
FY2020	227,037	104,458	46.0%	9,978	9.6%	4.4%
FY2021	238,682	114,880	48.1%	10,891	9.5%	4.6%
FYTD 2022	100,281	53,386	53.2%	4,815	9.0%	4.8%

b. How many gift officers carry grateful patient portfolios?

17 currently with five more positions carrying patient portfolios (in whole or in part) to be hired in the next 4-5 months.

c. How many faculty members and/or medical professionals are staffed by gift officers?

136 physicians are staffed in some capacity of a development officer

21. What is the annual run rate for VCU?

VCU Development and Alumni Relations centrally manages all new gifts and pledges for each of the university's independent foundations. In FY21, VCU and VCU Health raised \$116M in New Gifts and Pledges. Three year average FY19-21 was \$105.6M. Three year average FY18-20 was \$107.6M.

22. What is the run rate of each of the university's four affiliated foundations?

	2021	3 year average
Engineering Foundation	\$6,818,384.03	\$ 6,837,280.87
Business Foundation	\$1,665,138.31	\$ 4,264,768.54
MCV Foundation	\$64,073,354.81	\$ 47,019,029.84
VCU Foundation	\$11,844,833.31	\$ 12,847,411.17

23. Is VCU planning a comprehensive campaign including all five entities (VCU and the university's four affiliated foundations)?

Yes the university and its four foundations will work in concert to implement a comprehensive campaign.

24. Can you provide more detail on the current Grateful Patient Program in place at VCU Health?

2014- 2016: VCUHS adopts GP fundraising policy; wealth screening of patients starts

2017-2018: VCUHS adds 3 fundraisers (total of 4) and 1 support staff for GP program; VCUHS provides patient data to university MedHealth fundraisers behind VCUHS firewall, in compliance with HIPAA regulations

2019: VCU creates AVP for campus-wide fundraising; Medical Philanthropy Academy starts, patient-facing gift officer accountability metrics developed and tracked

2020: 13 new fundraisers assume responsibility for grateful patient fundraising; all patient facing fundraisers receive HIPAA training; "grateful patient gifts" begin to be identified and tracked; patient asset assessment data integrated (via Tableau) into prospect lists for development officers to review with clinical faculty; VCUHS approves budget for a second instance of Blackbaud CRM to be used exclusively for grateful patient qualification activity; IT risk assessment on second instance begin; MPA continues and holds two cohorts

2021: MPA continues (with expansion into advanced practice providers and nurses); VCUH and VCU leaders meet to explore future of patient fundraising; VCUH patient fundraising policies and procedures updated to ensure full compliance with HIPAA; plans developed and budget allocated for a patient focused direct marketing campaign to commence in Q4 of FY22; fundraiser HIPAA training refined; philanthropy education deployed to new VCUH employees at orientation and on employee intranet; patient facing gift officer metrics tracked and evaluated monthly; business processes related to second instance of Blackbaud CRM mapped; multiple new patient facing gift officer (and gft officer support) positions are approved for recruitment (recruitments underway).

25. How will VCU Health be part of the overall campaign effort?

VCU Health fundraising priorities and goals will be developed in concert with the university plans, as the development team is combined as MedHealth. Massey Cancer Center will also be part of the upcoming comprehensive campaign. VCU Health has a new CEO and Senior VP for Health Sciences, and priorities are in development and review.

26. Though early, have case for support elements been determined as part of the \$100M project concept?

These have not been developed. The university is at very early stages in developing a project concept.

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

RFP – 144301102CK Addendum 2

DATE: September 20, 2021

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals: 144301102CK

Commodity/Title: Campaign Consulting and Counseling Services

Issue Date: August 26, 2021

Proposal Due: September 24, 2021

A. XXV. ATTACHMENTS: Attachments B and C

1. ATTACHMENT B - VPAT (Voluntary Product Accessibility Template) Document is now uploaded.
2. ATTACHMENT C - HECVAT (Higher Education Community Assessment Tool) Document is now uploaded.

B. The above is hereby changed to read:

1. The Proposal Due Date is now changed to **Tuesday, September 28, 2021** at 2:00 PM.

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

Name of Firm

Signature/Title

Date



VCU Procurement Services

RFP – 144301102CK Addendum 3

DATE: September 21, 2021

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference - Request for Proposals: 144301102CK

Commodity/Title: Campaign Consulting and Counseling Services

Issue Date: August 26, 2021

Proposal Due: September 28, 2021

A. Answers to Additional Questions Submitted:

1. When was the last time you conducted a comprehensive alumni survey to understand your alumni constituency's engagement?

2017

2. When was the last wealth screening conducted?

2012

3. Do you have a primary channel of interest for communication?

Our most frequently used tool is email.

4. What communication and marketing platforms do you currently use?

Mailchimp, Social Toaster, Facebook, Twitter, LinkedIn, Instagram, Signalvine (coming soon), Evertrue. In procurement process for Salesforce Marketing Cloud. The university also has contracts with Rallybound, CommunityFunded and PeopleGrove, not for marketing but for online giving and alumni services.

5. In reference to number 6 on page 4, "Transformational principal gift opportunities" are you interested in cultivation and solicitations strategies, identification of new principal gift prospects, or identification of giving opportunities/causes at the transformation level? Or all three?

The university is seeking guidance and strategic consultation for a concept distinct from the overall case for support. The \$100 million transformational project concept has been developed and the University is seeking strategy and guidance for securing support for it during the campaign. Not requesting identification of prospects.

6. Does VCU have a preferred model for campaign leadership counsel, such as a weekly or monthly basis?

- a. Does executive leadership counsel with DAR leadership or university level or both?

Our previous campaign counsel held a monthly check-in schedule that adjusted over time. The campaign counsel will be retained by the vice president of Development and Alumni Relations, but will have access, audience, and consultation with the president and campaign volunteer leadership.

- 7. What is VCU's definition of an "aggressive timeline" to launch the campaign?

Our timeline runs from 2020-2030. Objective would be to hold the public launch in 2025.

- 8. In terms of proposal format, are there any requirements such as a page limit?

There is no page limit or format requirements, as long as the area of expertise and activities are fully described. Include the qualifications of the assigned consultants.

B. The above is hereby changed to read:

- 1. VIII Procurement Schedule:

The Procurement Schedule for this RFP is updated as follows:

Event/Milestone	Date/Date Range
Issue Date of RFP	8/26/2021
Proposal Due Date	9/30/2021
Oral Presentations	10/20/2021 - 10/21/2021
Negotiations/BAFO	10/26/2021 - 10/29/2021
Anticipated Contract Award	11/8/2021

- 2. The Proposal Due Date is now changed to **Thursday, September 30, 2021** at 2:00 PM.

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

Name of Firm

Signature/Title

Date

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
CAMPAIGN CONSULTING AND COUNSELING SERVICES
#144301102CK**

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:

BWF _____

Date: 9/29/21

7900 Xerxes Ave S, Suite 980 _____

By (Signature In Ink): *Katrina A Klaproth*

Minneapolis, MN _____ Zip Code 55431

Name Typed: Katrina A. Klaproth

E-Mail Address: contracts@bwf.com

Title: COO

Telephone: (800) 921-0111

Fax Number: (952) 921-0109

Toll-free, if available

Toll-free, if available

DUNS NO.: _____

FEI/FIN NO.: 41-1456835

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

X	Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #	#1		Addendum #	#3
Addendum Date	09/16/21		Addendum Date	09/21/21
Addendum #	#2		Addendum #	
Addendum Date	09/20/21		Addendum Date	___/___/___

Affix this Form as the FIRST PAGE of your proposal.

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 . 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.*

The BWF bid does not currently include any subcontracts to complete the proposed bid.

BWF is open to partnering with SWaM-certified businesses based on the request of or existing VCU partnerships.


Commitment for utilization of DSBSD SWaM Businesses:

0 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

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

Name Printed: Alissa Thorsland
Email: Accounting@bwf.com
Phone: 952-921-0111
Firm: BWF

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: Katrina A. Klapproth
Title: COO
Email: kklapproth@bwf.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.

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.


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: Katrina A. Klapproth
Title: COO
Name of Firm: BWF
Date: 9/29/2021

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: Alissa Thorsland
Title: Director of Finance Administration
Mailing address: 7900 Xerxes Ave S, Suite 980, Minneapolis, MN 55431
Email address: Accounting@bwf.com
Phone number: 952-921-0111
Fax number: 952- 921-0109



VCU Procurement Services

RFP – 144301102CK Addendum 1

DATE: September 16, 2021

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: 144301102CK

Commodity/Title: Campaign Consulting and Counseling Services

Issue Date: August 26, 2021

Proposal Due: September 24, 2021

A. Answers to Questions Submitted:

1. **On page 4 of the RFP, there is a list of 8 areas of campaign counsel that is being sought. Are requests sought only for proposals including performance of the entirety of the 8 areas, or will proposals for any one area be accepted?**

Vendors may submit a proposal for any or all of the stated needs in section IIIA on Pages 5-6. It is likely that VCU will select several vendors qualified to partner on the campaign implementation.

2. **Have you previously worked with fundraising counsel?**

Yes, VCU engaged Marts & Lundy in its previous Make it Real Campaign.

- a. **If so, are they proposing?**

We are unable to disclose this information at this time.

3. **In addition to philanthropy, are any other funding sources being considered to support this campaign?**

- a. **If so, what is the financing plan?**

The university is investing in the next campaign through a combination of university resources and a gift fee on all qualifying cash gifts.

4. **What is the Board's role in propelling fundraising efforts?**

- a. **Overall, how experienced are members in raising funds?**

VCU's Board of Visitors approves university campaign goals and plans. The board is appointed by Virginia's Governor and therefore does not serve terms that align with multiple year campaigns. All members of the BOV participate in philanthropy. We are presently in the process of recruiting a stand-alone Campaign Cabinet to advise and support our campaign fundraising efforts.

- b. **Are there any giving expectations set for Board members?**

VCU is in the process of creating volunteer campaign positions for tri-chairs, cabinet, and constituency committees. There will be various expectations for the campaign volunteer roles.

5. Has a budget been established for this project?

a. Are you willing to share an amount/range?

A final budget has not been established, as the expectation is to coordinate working partnerships with a variety of consultants.

6. First, in III A 9, are we correct in understanding this to mean that a \$100 million transformational project concept has been developed and the University is seeking strategy and guidance for securing support for it in the campaign rather than the University is seeking strategy and guidance to identify and develop a transformational project concept as part of its case for support?

The university is seeking guidance and strategic consultation for a concept distinct from the overall case for support. The \$100 million transformational project concept has been developed and the University is seeking strategy and guidance for securing support for it during the campaign.

7. Second, the nine items to be addressed as listed in III A are slightly different from the eight listed in I A. Are we correct in assuming that our proposal should address the nine in III A?

Yes. Please address your firm's ability and qualifications to support one or more of the campaign needs listed in IIIA on Page 5-6. The earlier section was a background discussion of overall campaign status and consulting needs.

8. What level of partnership is the University looking for in developing the preliminary case material?

a. Will the University take the lead on writing the preliminary case for support or will you need assistance in writing the document?

The university will take the lead on the preliminary case for support, as there is significant creative content experience within DAR's Strategic Marketing and Engagement office. However, the selected counsel will be expected to advise and review the preliminary case materials.

9. We understand the University is planning to select a partner by early November.

a. Are there any specific delivery dates of which we should be aware (i.e., specific Board meetings)?

The university holds governing board meetings every January, March, May and September. It is anticipated that the campaign consultant will attend all campaign leadership meetings and university campaign planning meetings with deans/directors when appropriate. These meetings have not been scheduled.

10. We believe that ongoing training of staff and/or academic leadership is likely warranted, should we include our proposal for ensuring sufficient training over the course of the 3-year period?

The university has contracted with Advancement Resources for development officer and dean training. These multi-year trainings have already been scheduled. If the

firm wants to recommend additional training for volunteers and/or academic leaders, these services will be considered by the RFP committee.

11. Is there currently a system for Medical Development to regularly receive and screen HIPAA-compliant patient data?

On an ongoing basis, VCU Health provides allowable PHI about select patients to Blackbaud Analytics for asset analysis. These asset analyses are furnished to patient-facing fundraisers who secure clearance from treating physicians to approach select patients for discovery/qualification activity. Currently, all patient prequalification activity is tracked in a proprietary tool; however, beginning this winter, the university will implement a second instance of Blackbaud CRM to manage the patient data feed in a HIPPA compliant environment. Additionally both the health system and the university are moving to Salesforce Marketing Cloud.

12. How well is the Medical Philanthropy Academy working?

a. Are there any metrics to demonstrate progress in the past few years?

The MPA curriculum runs for one semester. The program takes new cohorts in the fall and spring. We monitor increases/decreases in the number of faculty volunteer matriculants into the program. We also track matriculant participation (did they attend at least 2 out of 3 sessions) and a post-cohort survey is administered to all participants along with "quizzes" administered to participants at the end of each cohort meeting. We are beginning to track the relationship between MPA participation and the number of "referrals to development" received by participants as well as to monitor gifts given by patients whose treating physician(s) are MPA graduates.

13. We understand you are working on an aggressive campaign timeline.

a. When is the University planning to launch and conclude the upcoming campaign?

The university started counting its campaign as of July 1, 2020. The COVID year was spent assessing the recently completed campaign. It is anticipated that this campaign will operate in 3 year segments, with a public launch in Spring 2025. Total campaign timeline is calendar year 2021-2030.

14. Do you have a budget in mind for this engagement?

a. If so, would you be willing to share what it is so we can tailor our approach?

See response to Question No. 5

15. What are the ideal characteristics the University is seeking in a partner for this important engagement?

The university seeks campaign experts who are data-driven, adaptable in matrix environments, and experienced with academic medical centers. Campaign counsel must have experience successfully presenting complex information and strategy to volunteers, board members, and lead donors. VCU will prioritize philanthropy partners who will help implement fundraising strategies consistent with DAR's core values with intentionality toward diversity, equity and inclusion

16. Is the updated wealth screening complete (estimated Fall 2021)?

No.

a. Who conducted the screening?

DonorSearch

b. How many records were screened? Was this the entire constituent population?

Approximately 400,000 individual records will be screened in Fall 2021. It is not the entire population, as screenings do not cover organizations. We also excluded most recent graduating classes.

c. Was any predictive modeling included in this wealth screening? If yes, was this done with the entire constituent population?

There is a predictive score to indicate interest/inclination only. It is done on the entirety of the records sent to the vendor, not the entire constituent population.

17. At what level are the 156,679 records with a prospect constituency rated? (\$50K+, \$100K+, over five years?)

This number is based on the previous screening. For that screening, it was any constituent rated \$25,000 or above. Our minimum major gift level is now \$50,000, so a refreshed population will be apparent after the screening and validation is complete.

18. Regarding the 24,368 prospects with a capacity rating of \$250,000+: is this an assessed number of prospects reviewed by the VCU research team, or representative of raw data acquired from a prior screening?

It was a bit of both. Previous screening tools indicate a confidence level, for those falling below our accepted threshold the research team validated the rating.

19. Are the 100,000 unique patients counted from annual patient visits included in any of the above-mentioned constituent counts and/or screenings?

No they are not screened using VCU prospect development tools or staff. VCU Health uses an external screening tool behind the VCUH firewall.

20. Is there a Grateful Patient fundraising program in place currently? If so:

Yes, a nascent grateful patient program began in 2014 but growth was delayed by limited staffing/resources. In the last two academic years, there has been considerable focus and resources allocated to enhancing our grateful patient fundraising work.

a. How many grateful patient prospects are rated?

In FY2021, VCU Health had 238,682 total living (discrete) patients. Of this group, 123,802 were suppressed (not sent to Blackbaud or to development) due to age, insurance, medical history, etc. The remaining 114,880 patients (48%) were sent to Blackbaud for a wealth estimate and of this group, 10,891 were estimated to have asset estimates of >\$500k. Detail below.

PATIENT SCREENING SUPPLEMENTARY INFORMATION

	COUNTD of living MRNs	COUNTD of MRNs sent to BB by Discharge Date	Proportion of Patient Population sent to Blackbaud	COUNTD of MRNs sent to BB by Discharge Date (AE >\$500k)	Proportion of "Patients sent to BB" with AE >\$500k	Proportion of "All Patients" with AE >\$500k
FY2019	221,434	80,432	36.3%	7,795	9.7%	3.5%
FY2020	227,037	104,458	46.0%	9,978	9.6%	4.4%
FY2021	238,682	114,880	48.1%	10,891	9.5%	4.6%
FYTD 2022	100,281	53,386	53.2%	4,815	9.0%	4.8%

b. How many gift officers carry grateful patient portfolios?

17 currently with five more positions carrying patient portfolios (in whole or in part) to be hired in the next 4-5 months.

c. How many faculty members and/or medical professionals are staffed by gift officers?

136 physicians are staffed in some capacity of a development officer

21. What is the annual run rate for VCU?

VCU Development and Alumni Relations centrally manages all new gifts and pledges for each of the university's independent foundations. In FY21, VCU and VCU Health raised \$116M in New Gifts and Pledges. Three year average FY19-21 was \$105.6M. Three year average FY18-20 was \$107.6M.

22. What is the run rate of each of the university's four affiliated foundations?

	2021	3 year average
Engineering Foundation	\$6,818,384.03	\$ 6,837,280.87
Business Foundation	\$1,665,138.31	\$ 4,264,768.54
MCV Foundation	\$64,073,354.81	\$ 47,019,029.84
VCU Foundation	\$11,844,833.31	\$ 12,847,411.17

23. Is VCU planning a comprehensive campaign including all five entities (VCU and the university's four affiliated foundations)?

Yes the university and its four foundations will work in concert to implement a comprehensive campaign.

24. Can you provide more detail on the current Grateful Patient Program in place at VCU Health?

2014- 2016: VCUHS adopts GP fundraising policy; wealth screening of patients starts

2017-2018: VCUHS adds 3 fundraisers (total of 4) and 1 support staff for GP program; VCUHS provides patient data to university MedHealth fundraisers behind VCUHS firewall, in compliance with HIPAA regulations

2019: VCU creates AVP for campus-wide fundraising; Medical Philanthropy Academy starts, patient-facing gift officer accountability metrics developed and tracked

2020: 13 new fundraisers assume responsibility for grateful patient fundraising; all patient facing fundraisers receive HIPAA training; "grateful patient gifts" begin to be identified and tracked; patient asset assessment data integrated (via Tableau) into prospect lists for development officers to review with clinical faculty; VCUHS approves budget for a second instance of Blackbaud CRM to be used exclusively for grateful patient qualification activity; IT risk assessment on second instance begin; MPA continues and holds two cohorts

2021: MPA continues (with expansion into advanced practice providers and nurses); VCUH and VCU leaders meet to explore future of patient fundraising; VCUH patient fundraising policies and procedures updated to ensure full compliance with HIPAA; plans developed and budget allocated for a patient focused direct marketing campaign to commence in Q4 of FY22; fundraiser HIPAA training refined; philanthropy education deployed to new VCUH employees at orientation and on employee intranet; patient facing gift officer metrics tracked and evaluated monthly; business processes related to second instance of Blackbaud CRM mapped; multiple new patient facing gift officer (and gft officer support) positions are approved for recruitment (recruitments underway).

25. How will VCU Health be part of the overall campaign effort?

VCU Health fundraising priorities and goals will be developed in concert with the university plans, as the development team is combined as MedHealth. Massey Cancer Center will also be part of the upcoming comprehensive campaign. VCU Health has a new CEO and Senior VP for Health Sciences, and priorities are in development and review.

26. Though early, have case for support elements been determined as part of the \$100M project concept?

These have not been developed. The university is at very early stages in developing a project concept.

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.

BWF

Name of Firm

Katherine A. Kloppel

Signature/Title

9/29/21

Date



VCU Procurement Services

RFP - 144301102CK Addendum 2

DATE: September 20, 2021

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals: 144301102CK

Commodity/Title: Campaign Consulting and Counseling Services

Issue Date: August 26, 2021

Proposal Due: September 24, 2021

A. XXV. ATTACHMENTS: Attachments B and C

1. ATTACHMENT B - VPAT (Voluntary Product Accessibility Template) Document is now uploaded.
2. ATTACHMENT C - HECVAT (Higher Education Community Assessment Tool) Document is now uploaded.

B. The above is hereby changed to read:

1. The Proposal Due Date is now changed to **Tuesday, September 28, 2021** at 2:00 PM.

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

BWF

Name of Firm

Katherine A. Kypert

Signature/Title

9/29/21

Date



VCU Procurement Services

RFP – 144301102CK Addendum 3

DATE: September 21, 2021

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference - Request for Proposals: 144301102CK

Commodity/Title: Campaign Consulting and Counseling Services

Issue Date: August 26, 2021

Proposal Due: September 28, 2021

A. Answers to Additional Questions Submitted:

1. When was the last time you conducted a comprehensive alumni survey to understand your alumni constituency's engagement?

2017

2. When was the last wealth screening conducted?

2012

3. Do you have a primary channel of interest for communication?

Our most frequently used tool is email.

4. What communication and marketing platforms do you currently use?

Mailchimp, Social Toaster, Facebook, Twitter, LinkedIn, Instagram, Signalvine (coming soon), Evertrue. In procurement process for Salesforce Marketing Cloud. The university also has contracts with Rallybound, CommunityFunded and PeopleGrove, not for marketing but for online giving and alumni services.

5. In reference to number 6 on page 4, "Transformational principal gift opportunities" are you interested in cultivation and solicitations strategies, identification of new principal gift prospects, or identification of giving opportunities/causes at the transformation level? Or all three?

The university is seeking guidance and strategic consultation for a concept distinct from the overall case for support. The \$100 million transformational project concept has been developed and the University is seeking strategy and guidance for securing support for it during the campaign. Not requesting identification of prospects.

6. Does VCU have a preferred model for campaign leadership counsel, such as a weekly or monthly basis?

- a. Does executive leadership counsel with DAR leadership or university level or both?

Our previous campaign counsel held a monthly check-in schedule that adjusted over time. The campaign counsel will be retained by the vice president of Development and Alumni Relations, but will have access, audience, and consultation with the president and campaign volunteer leadership.

- 7. What is VCU's definition of an "aggressive timeline" to launch the campaign?

Our timeline runs from 2020-2030. Objective would be to hold the public launch in 2025.

- 8. In terms of proposal format, are there any requirements such as a page limit?

There is no page limit or format requirements, as long as the area of expertise and activities are fully described. Include the qualifications of the assigned consultants.

B. The above is hereby changed to read:

- 1. VIII Procurement Schedule:

The Procurement Schedule for this RFP is updated as follows:

Event/Milestone	Date/Date Range
Issue Date of RFP	8/26/2021
Proposal Due Date	9/30/2021
Oral Presentations	10/20/2021 - 10/21/2021
Negotiations/BAFO	10/26/2021 - 10/29/2021
Anticipated Contract Award	11/8/2021

- 2. The Proposal Due Date is now changed to **Thursday, September 30, 2021** at 2:00 PM.

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

BWF

Name of Firm

Katherine A. K...

Signature/Title

9/29/21

Date



Virginia Commonwealth University



Campaign Consulting and Counseling Services Proposal

September 2021

Introduction

For nearly 40 years, BWF has provided full-service counsel to hospitals and academic medical centers, colleges and universities, arts and cultural organizations, and many other nonprofits. Headquartered in Minneapolis, Minnesota, BWF was founded in 1983 as Bentz, Whaley, Flessner. More than half of BWF's staff are remote team members across the United States. BWF will be providing all the proposed services within this scope of work. BWF does occasionally work with subcontractors or partner with other companies to complete projects, typically upon request of the client.

Proposal Objective and Appreciation

Virginia Commonwealth University (VCU) is to be congratulated on successfully completing the *Make it Real* Campaign in 2020. We fully appreciate the challenges the pandemic has created in terms of being able to plan and predict fundraising results, and the need to aggressively position the institution for the next comprehensive campaign effort.

Fundraising has entered a demanding time of longer campaigns, higher university expectations, mega gifts, rising goals, and decreasing donors. Additionally, the current environment requires that every fundraising initiative and institution have a strong and compelling case for philanthropic support, backed by a well-resourced, efficient, high-performing development team. BWF has nearly 40 years of experience planning and supporting universities and their foundations. During our history, we have guided institutions through economic ups and downs, and have seen our impact on the world with each successful campaign.

BWF is honored to have the opportunity to partner with Virginia Commonwealth University. We look forward to collaboratively assessing and evaluating the university's position in this endeavor and delivering tailored results to set the course for the future campaign strategy. Our team stands ready to answer any questions you may have about this proposal, but more importantly, is eager to start our work on the project outlined by the RFP and our discussions. We appreciate the opportunity to submit this proposal.

Qualifications of Firm

Firm Experience and Expertise

BWF helps build strong advancement programs and execute successful campaigns for clients across the continent and around the world. Today, BWF successfully partners with more than 200 clients a year including numerous nonprofits on the Philanthropy 400, top 25 liberal arts institutions, top children's hospitals, international aid organizations, and many other organizations which raise between \$1M and \$1B annually. The firm offers counsel and assistance for every step of the development process, including campaign planning studies and internal assessments, prospecting and donor relations, training and education, systems and information services, campaign planning, annual giving, digital engagement, strategic communications, development operations and information services, and ongoing counsel. Below is a list of services we provide clients as a comprehensive firm inclusive of the past three years, many of which are similar to the services required by VCU.

<p>Strategic Planning and Campaigns</p> <ul style="list-style-type: none">Campaign PlanningInternal ReadinessStrategic PlanningWorkforce Planning and Talent ManagementLeadership DevelopmentStaffing	<p>Philanthropy Operations and Analytics</p> <ul style="list-style-type: none">CRM Analysis and ConversionProspect DevelopmentBusiness Intelligence and ReportingBusiness Process OptimizationData Science and Analytics	<p>Giving Programs and Donor Engagement</p> <ul style="list-style-type: none">Frontline GivingDynamic Constituency ProgramsBuilding the BaseDigital Marketing and FundraisingMarketing and CommunicationsCorporate and Foundation Strategy and Grant Writing
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Sample List of Clients

The following institutions are a sample of some of our current clients which are of similar size to VCU. Additional clients are available upon request.

- Clemson University
- Liberty University
- Rutgers University
- University of California San Diego
- University of Central Florida
- University of Texas Austin
- University of Cincinnati
- University of Florida
- University of California Berkeley
- University of Alabama
- University of Maryland College Park
- University of Massachusetts Amherst
- Villanova University

What Distinguishes BWF

As one of the only national comprehensive consulting firms, BWF's team of consultants has extensive background and experience in every facet of philanthropy and team members average 15 years of experience as fundraisers. Our many specialists bring a depth and breadth of expertise that no other firm can offer. BWF is data driven. Recommendations will be based on the hard and soft data collected and created during campaign planning. Data is in the very DNA of the firm: our CEO is widely regarded as a trailblazer of 21st-century development strategies, having authored the sought-after book, "Fundraising Analytics: Using Data to Guide Strategy." BWF uses a true team approach. VCU will have a team dedicated to its campaign needs. That team, in turn, will be supported by their 50 colleagues across the firm to provide any needed guidance, support, or direction.

Qualifications of Staff

BWF uses a team-based project approach to provide the best and most specialized services for its engagements. **Dennis Prescott** will serve as project lead and will be supported by **Shawn Vogen** on grateful patient program reviews, **Christopher Clark** on alumni engagement, **Carole Arwidson** on the campaign case statement, **James Barnard** on multichannel marketing, and **Alex Oftelie** on data analytics. BWF will assign additional team members at time of contract award as needed based on engagement specialization and expertise that best aligns with VCU's scope of work and desired timeline. The depth and breadth of BWF's team, specializing in campaign consulting services, ensures BWF can resource the project with the right consultants and specialists.

Team Bios

Dennis Prescott, PhD, a member of the firm since 2013, is senior vice president of executive partners with BWF. He focuses on campaign planning and implementation, principal and major gifts, advancement assessments, and equipping boards, presidents, chancellors, deans, other senior administrators, and volunteers with skills for successful campaign and fundraising work. Dennis' clients include Clemson University, Mississippi State University, Missouri State University, University of Alabama, University of Minnesota, University of Oklahoma, and University of Texas at Austin. Prior to joining the firm, Dennis was the vice president for advancement and president of the New Mexico State University Foundation. Previously, he served as vice president for university development at Baylor University, vice president for external affairs at Mississippi State University, and CEO of the Mississippi State University Foundation. He has been responsible for organizing and executing multiple successful fundraising campaigns. He has more than 35 years of advancement experience and has been a presenter and panelist at numerous CASE, AGB, and other professional conferences. Dennis earned his bachelor's and master's degrees from Texas A&M University and his doctorate from Mississippi State University.

Shawn Vogen, PhD, a member of the firm since 2020, is associate vice president at BWF and has spent his career in academic medicine in research and philanthropy. Healthcare development continues to evolve at a rapid pace as donors seek to transform research, education, and patient care. At BWF, Shawn focuses on strategies for principal and major gifts, corporate and foundation relations, board giving, grateful patient programs, annual giving, campaign planning, engagement and outreach, and building optimal advancement shops. As a long-time volunteer and leader for the Association of American Medical Colleges, Shawn brings a uniquely comprehensive understanding of healthcare philanthropy. His clients include Allina Health, ALSAC–St. Jude Children's Research Hospital, American Committee for the Weizmann Institute of Science, Carris Health Foundation, Henry Ford Health System, Martin Luther College, Northwestern Memorial Foundation, University of Texas Health Science Center at San Antonio, University of Texas Southwestern Medical Center at Dallas, and many more. Prior to BWF, Shawn was associate vice president for trustee and principal giving at Rush University Medical Center where he helped secure some of the institution's most influential gifts from individuals, trustees, corporations, and

foundations. Prior to Rush, Shawn spent 11 years at Loyola University Chicago and Loyola University Health System culminating in the role of assistant vice president and associate dean for health sciences advancement, where he managed the fundraising, alumni relations, annual giving, corporate and foundation relations, and health science communication teams. Shawn also served as associate director of foundation relations in the Biological Sciences Division at the University of Chicago. He earned his PhD from the University of Nebraska Medical Center and holds a bachelor's degree from St. Olaf College.

Christopher Clark, a member of the firm since 2014, is senior vice president of philanthropic counsel at BWF where he works with leading independent schools, liberal arts colleges, research universities, health systems, and social services organizations. His emphasis is on campaign readiness, annual giving, alumni relations, major gifts, and developing extensive volunteer programs. His work focuses on identifying program integration opportunities, effectively training, and deploying volunteers, and understanding culture to create captivating and effective stories while interpreting data so the constituent engagement feels personal. Chris' clients include Colby College, DePauw University, St. Lawrence University, Central Michigan University, University of California San Diego, University of Oklahoma, Lawrence University, University of Michigan, Saint Luke's Hospital Foundation, University of Massachusetts Amherst, and St. John's University. Prior to consulting, Chris' two-decade advancement career included leadership positions at Carleton College and The Blake School. Chris is a recognized leader in philanthropy, having chaired and presented at S.T.A.F.F. Conferences, and presented at CASE and other gatherings around the country. Chris earned his bachelor's degree from Carleton College (Northfield, Minnesota) and a master's degree from the Carlson School of Management at the University of Minnesota.

Carole Arwidson, a member of the firm since 2019, is the director of strategic communications at BWF. She brings years of progressive experience and leadership in strategic communications, marketing/branding, and market research to the firm. She joined the firm in 2018 and has worked on a variety of communication-related assignments for nonprofits, healthcare systems, and higher education institutions. Prior to joining BWF, Carole served as a member of the account management team and as director of market research at The Lawlor Group, a national higher education marketing, research, and consulting firm. In that role, she provided leadership and counsel in the areas of institutional marketing, strategic planning, media campaigns, marketing communications, and business development. Her client work involved managing multi-audience, multi-phase marketing, and market research studies; developing visibility/awareness and lead generation campaigns that included both online and offline marketing communications; preparing media analyses and creative execution for ad campaigns; conducting audits and assessments of various marketing and enrollment functions and activities; and contributing to and facilitating strategic planning efforts. Carole has been a panelist or presenter at numerous regional professional conferences (including ACCU, NACUBO, CIC, NAICU, and MPCC), and she has conducted training workshops in both sales and marketing for education marketers and strategic web content development. Carole is a graduate of Gustavus Adolphus College, where she worked in college admissions before going on to earn her master's in communications at Cornell University. She is an active and engaged community member, having served on several nonprofit boards in the Twin Cities and volunteering in the community.

James Barnard, a member of the firm starting this year, serves as associate vice president in the BWF Groundwork Digital practice. In this role, he helps organizations build community and maximize their fundraising potential by optimizing their digital strategy and philanthropic marketing. James has spent over 15 years in philanthropy and before joining BWF, James led the annual giving and fundraising marketing teams for the University of Cincinnati and UC Health. Leading the UC Health program at a critical time, he increased fundraising by launching several digital-first initiatives such as a Digital Engagement Center, giving days, and social media campaigns. Prior to UC Health, James served as director of advancement communications at the University of Louisville and as a member of the annual giving team at Centre College. He has been active in the Council for the Advancement and Support of Education (CASE) as a board member for District III and a conference speaker. James earned his bachelor's degree at Lancaster University and a master's degree at the University of Louisville

Alexander Oftelie, a member of the firm since 2017, is senior vice president of decision science at BWF where he oversees all analytics engagements, workshops and trainings, and product implementation. His specific areas of expertise include predictive modeling, business impact analysis, survey design and sampling methodology, analytics training, and analytics implementation. Alex's clients include Oberlin College, Mississippi State University, College of William and Mary, Tufts University, Reed College, Harvard Business School, Boston College, Baylor University, University of North Carolina at Charlotte, Oklahoma State University, and the Ohio State University. Prior to working at BWF, Alex worked as a nonprofit subject matter expert for IBM, and as an advanced analytics consultant for Gallup. At IBM, Alex specialized in helping clients understand and demonstrate the impact of business analytics on fundraising and engagement efforts of nonprofits throughout North America. He is a recognized leader, speaker, and trainer for CASE, AHP, and Apra. Alex earned his bachelor's degree from St. Olaf College and a master's degree from the University of Minnesota.

References

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Work Plan

Our Approach

Our philosophy is to approach a campaign as an opportunity not just to raise money for your specific goals, but also to raise your overall major and leadership gift fundraising capacity. This engagement will be key to setting the right course for the campaign as well as for the next decade. Through a thorough assessment of internal and external factors, BWF will deliver specific and relevant recommendations for your program which will serve as the indicators on when and how to launch the right campaign for VCU. We will achieve this through executing the following approach.

Engagement Preparation

BWF understands a successful engagement requires proper preparation. Before we begin our work, we will convene a project kickoff call with the BWF team and VCU's team members. During that call, we will discuss pertinent priority background, determine who should be included in the discovery process (e.g., campaign and organization leadership, board members), identify key information that will be shared, and determine the dates for any site visits if applicable. Following the kickoff call, BWF will provide both a schedule for Development and Alumni Relations to use in arranging our interviews and a formal request for the background and materials we wish to receive as part of our discovery process. Background and materials will include any existing campaign information, strategic plan, branding documents, editorial style guide, and examples of current digital and print fundraising communications.

Internal Leadership Interviews

Our work will begin with an in-depth meeting with university leadership to discuss their vision for the future and their insights into the challenges and opportunities ahead for private gift support. Next, we will meet with the Development and Alumni Relations leadership and other senior leaders to learn about their perceptions of the Development and Alumni Relations team and a future campaign. We will want to understand the roles these key leaders play in working with donors as well as their ability to influence contributions from the community to a large campaign.

Donor Giving Capacity Analysis

BWF's giving insight analysis and projections provides you with the confidence you need to ensure you are cultivating the right prospects and working toward an achievable campaign goal.

To provide you with such confidence, we will request a file of all giving data for the last five years to:

- Identify key giving trends at all levels of the historic pyramid to provide a snapshot of past giving
- Assess database capacity, engagement, and estimated gift-to-capacity measures
- Benchmark staff assignment, alignment, and activity
- Analyze assigned and unassigned potential of the prospect pool and base of support

- Home in on the best potential prospects
- Develop multi-scenario projections for strategic decision-making

Using the same file, we will collaboratively project giving trends for a time period determined jointly by BWF and VCU. This analysis will look at the parameters influencing production to understand the key factors that could contribute to future fundraising and the campaign goal. By analyzing existing performance, portfolio composition, staffing levels, economic forecasts, and the effect of outliers, we will provide a statistical perspective to enhance the campaign goal setting.

Wealth Screening

To enhance the giving insight analysis and projections, BWF offers comprehensive wealth screening through a partnership with DonorSearch. BWF analysts will run your file through the wealth screening process prior to analysis to enrich the data. We will supply access to the screening data as a CSV file following the analysis. Additionally, if VCU wants to sign up for a DonorSearch account, at your expense, in order to interact with the screening results online, we can transfer the results to your account following completion of the project.

Predictive Modeling

The BWF data science team's custom-engineered, predictive models will help you identify constituents based on their likelihood to respond favorably to a wide variety of offers—from principal gift asks to new donor acquisition and everything in between. We do this by applying custom scoring to specific patterns in your data, using cutting-edge, machine-learning techniques, and taking a completely customized approach to focus your resources towards the constituents with the highest propensities—helping you to raise more money and improve your return on investment. VCU will receive a data file with a numeric score (similar to a credit score) representing the rank-based likelihood for every individual in your database per your selected models. This file will also contain a rating for each individual showing a statistical ranking (e.g., top one percent, top five percent) and the numeric probability for each individual on which the likelihood scores are based.

Engage Dx Survey

BWF will conduct a web-based survey with a large number of constituents to build understanding and ownership of campaign goals. Through identifying how your best donors feel differently than other constituents, what truly drives action, and where and how constituents feel and act is misaligned, VCU has the line of sight to effectively segment—and the understanding to positively impact—their perspectives.

Persona/Clustering

BWF data scientists will uncover the natural "clusters" within your constituent population to allow for targeted insights into primary donor populations, supported by scale. Developing a

comprehensive understanding of the traits and attributes shared by similar groups within your database is a powerful first step to marketing and messaging to them effectively.

In close collaboration with your staff, we will establish requirements for the data needed to complete our analysis. Once we have obtained and verified the data sent by you and appended the survey data, the BWF team will begin to uncover the natural population “clusters” within your database using several advanced statistical tools.

DAR Organizational Readiness

Internal readiness is defined by the strength of each program. BWF will review the following areas within Development and Alumni Relations (DAR) to thoroughly assess the program and develop the necessary recommendations to support long-term philanthropic capacity building. BWF will conduct the reviews via one-on-one interviews, small focus groups, and a staff survey.

Direct Fundraising

Individual Giving

The consulting team will look at the major program areas, including principal gifts, gift planning/planned giving, major gifts, and annual support.

Corporate and Foundation Support

Nationally, corporate and foundation sources account for about half of all gift support to higher education. The review will examine the strengths and shortcomings of current corporate and foundation efforts.

Volunteer Leadership

BWF will assess the board structure, current membership, leadership group strategies, and philanthropic support at the university and college levels. Strong boards are important to leading and sustaining growth. BWF will also review development-focused volunteer leadership groups.

Grateful Patient

Grateful Patient Operations Management

Patient data management and conversion presents unique challenges for healthcare organizations. They face similar challenges to nonprofit peers in terms of identifying viable prospects, assessing capacity, and converting those individuals to prospective donors. However, unique to healthcare is the volume of potential prospects generated by patient interactions. This volume warrants unique approaches to storage and reporting in order to ensure information is secure and does not drastically impact the size and efficiency of the institution’s primary database of record.

Grateful Patient/Constituent Relations

The review will also look at the investment in grateful patient, family, and constituent relations programs and at the sources of the dollars spent on the relations strategies.

Grateful Patient Data Flow

BWF will conduct a comprehensive grateful patient data flow audit. This will document current processes, identify areas of potential improvement, and allow VCU to plan for the integration of improved analytics in the identification and dissemination of prospects.

Multichannel Engagement

Communications

BWF can provide a baseline review of current communications efforts, covering topics such as key messages, actual elements and channels used, target audiences, and segmentation. Our informed, third-party perspective will provide a broad overview of the strengths of your current communication efforts while identifying areas for improvement or additional opportunities.

Digital Engagement

A strong digital presence can extend the reach of the development office, while serving as a warming, engagement, or stewardship tool. BWF will seek to identify organizational strengths, weaknesses, constraints, and opportunities for digital success. The review will provide you with the insights to improve your digital results.

Alumni Engagement

Foundational to successfully understanding and improving alumni philanthropic support is our focus on measuring engagement. BWF will review a client's data extract of philanthropic, volunteer, event, and engagement activity; and by aligning perspectives to actions, BWF can highlight those perspectives that are the greatest drivers of desirable outcomes.

Systems and Operations

Advancement Services

BWF systems and operations consultants will assess the current capacity and future potential of your fundraising business functions. This analysis focuses on the strategic priorities of philanthropy operations, its appropriate utilization of technology, and staffing to inform strategy, technology, and related business processes.

Prospect Development

We will review prospecting functions for efficiency and effectiveness and uncover any gaps in the processes, including prospect research, discovery, and prospect management efforts.

Structure and Organization

BWF will review departmental structure and budget, which will include office resources, number of employees, division of responsibilities among staff, team organization, and areas of focus. From this, BWF will aim to identify areas for increased efficiency, productivity, and improvement.

Developing the Case for Support

You are much more likely to inspire donors to invest when you make a compelling case for your vision—one that is informed by facts and infused with emotion and that lays out the opportunity for them and how their investment will make a difference. BWF is able to scale its case-stating support from editorial review to comprehensive writing. Since DAR's Strategic Marketing and Engagement office will take the lead on the preliminary case for support development, BWF will serve as an advisor to review drafts and provide feedback and further direction.

Confidential Interviews with Prospective Donors

Getting the pulse of your key donors and constituents is an essential part to understanding the philanthropic environment and support levels for a campaign and its agenda. From a list of 50 to 75 names, BWF will conduct personal interviews with approximately 40 leaders. These interviewees may be past major donors, key prospects, potential campaign leaders, or others whose input will be important to the success of the campaign. With the support of BWF, VCU will lead the scheduling of these interviews.

These interviews will focus on:

- Feedback about the university, medical center, and the campaign prospectus
- Willingness to give
- Willingness to volunteer
- Identification of additional leadership candidates and potential donors

External Planning Considerations

Fundraising does not exist in a vacuum. Myriad factors influence and impact campaign effectiveness. Having a clear understanding of the external forces that shape our efforts will be important to effective planning. We will conduct a review of VCU's current outlook for a campaign and determine how these factors might shape philanthropic needs and fundraising opportunities.

Campaign Plan Development

Once the internal and external readiness studies have been completed, BWF will provide counsel on implementing the strategies recommended in the study report. Developing a campaign plan will be the next step after university and Development and Alumni Relations leaders have made their decisions on campaign goals, strategy, and timing. BWF will work in partnership with VCU to draft a campaign plan.

Campaign Counsel

When you work with BWF as campaign counsel, you are getting a hands-on partner dedicated to advancing your mission and helping you complete a successful campaign. Our consultants are experts in philanthropy with extensive campaign experience. We have stood in your shoes and understand that campaigns are exciting, complex, and demanding. We are here for you through it all. BWF offers you a team of resources ready to be engaged when the need arises. The lead consultant will be accessible and sensitive to the needs and time constraints of your campaign and will be supported by a project associate. BWF will provide customized counsel in, but not limited to, the following areas:

- Supporting volunteer leadership
- Finalizing the campaign case
- Beginning the quiet phase
- Prioritizing top donors for cultivation and solicitation
- Building an achievable gift pyramid
- Implementing new campaign policies (gift, naming, etc.)
- Analyzing campaign progress
- Recommending for public launch of the campaign
- Advising and providing general counsel
- Meeting with leadership to promote campaign involvement
- Presenting to the board
- Training staff, leadership, deans, board members, and/or physicians

Additional Services Provided by BWF

VCU can propel its campaign to the next level by implementing the following strategies and services.

Digital Warming

In order to enhance or even speed up the relationship-building process to meet the desired timeline of the campaign, BWF recommends that organizations consider a digital warming strategy. With the brand-new prospect pool determined in the giving insight analysis, digital warming is a way to sort and prioritize qualification pools rather than depending solely on gift officers. In addition to giving capacity and philanthropic interest, engagement is an important predictor of major gift readiness and understanding gift officer challenges and giving trends. BWF has developed a digital warming and engagement strategy to further prioritize these large groups of prospects at scale. As part of the pilot warming program, prospects are delivered relevant and engaging content each week over a four-week period. Depending on the frequency, type, and quality of digital engagement, VCU will receive a report and list of "highly engaged" prospects to be considered for more immediate qualification.

Personalization at Scale—Microsite Implementation

Mercury is a relational fundraising tool that provides unique, personalized cultivation, solicitation, and stewardship for individual donors and segments of donors. With Mercury, organizations can create entirely bespoke microsites for top donors and prospects and personalized web

experiences for everyone in the database, regardless of capacity. Mercury makes every digital experience a personal one with custom pages, personalized microsites for prospect proposals and stewardship reports, segmented contact relevant to your donors, and engagement tracking to inform future conversations.

We will work with the VCU team to develop innovative, customizable microsites for your donors and prospects, bringing your message to them with targeted and interactive content. Mercury can be sent to donors and prospects and used as a communication tool by a gift officer when meeting with donors and prospects. With Mercury, microsites can be updated as frequently as you have new content: you can align it with all donor database platforms and almost all content types can be uploaded—YouTube videos, PowerPoints, .pdfs, etc. It will change the way your team is able to meaningfully connect with current donors and cultivate important prospects.

Digital Development Officer Program

Supporting ongoing donor and prospect engagement at the middle and major levels requires a modern approach to frontline fundraiser work. BWF's subsidiary company, {{firstname}}, has extensive experience training development and alumni relations staff to effectively add "digital" to their toolset. Through workshops, the production of "digital donor engagement action plans," and ongoing training, the {{firstname}} team will help VCU fundraisers meet modern donors where they receive their news and information—online.

Prospect Identification Recommendations

To complete the proposed fundraising goal, VCU may need to identify prospects outside its known major gift prospects and donors. VCU will receive a customized memo describing BWF's recommended approach to identifying individuals, corporations, and foundations that are prospects for lead generation. The research team and lead consultant will use research tools and your organization's knowledge to brainstorm various characteristics which are significant determinants for your organization. From this information gathering, we will work together to develop a memo recommending the best prospect identification strategies based on organizational needs. At an additional cost, BWF can conduct prospect identification in batches based on the agreed-upon approach once the memo has been delivered.

Prospect Research Data Verification

Following a wealth screening or campaign capacity analysis, it is important to verify the results. Such verification will allow VCU to only spend time on the best prospects. The BWF research team will verify prospects' wealth screening results and giving history to determine gift capacity. BWF will spend approximately 15 minutes on each name to ensure the asset information and wealth indicators are accurately matched to the actual prospect, performing manual verification to arrive at a confirmed estimated giving capacity.

Deliverables

Analysis and Results Development

BWF will thoroughly review all information gathered, consider the opportunities and challenges facing VCU, and identify the best recommendations focused on the following areas:

- Campaign leadership, organization, and executive counsel
- Fundraising capacity and campaign feasibility, including transformational gift opportunities
- Data analytics and predictive modeling
- Alumni engagement and donor pipeline development
- Fundraising structure and optimization
- Transformational principal gift opportunities
- Grateful patient program development and implementation
- Campaign marketing, including the development of effective support documentation, with a focus on diverse university constituencies

Upon completion of this engagement, VCU will receive the following project deliverables:

- Finalized case statement and achievable campaign goal
- Final, comprehensive written report, including findings, conclusions, and recommendations
- Standalone reports for the capacity analysis and Engage Dx constituent survey (if applicable)
- Project work plan with strategy for moving forward to include all corresponding deliverables and target dates

Presentation of Results

To prepare VCU leadership to make decisions, we will:

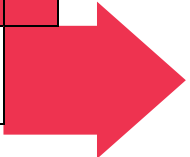
- Review a report draft with leadership to ensure the report is clear, accurate, and helpful
- Present key findings and recommendations to the board and key staff for their discussion and endorsement
- Provide additional webinar presentations for key staff constituencies and other leaders as needed to review program-specific findings and recommendations

Timeline

Although it is not possible to predict with complete accuracy the length of the engagement, the timeline below is an indicator of how it should unfold. BWF is able to begin the internal analysis and assessment immediately after the engagement agreement is finalized.

BWF may be able to reduce or revise the timeline based on the selected services or the requests of VCU and remains flexible to meet the needs of the organization.

Week	1	2	3	4	5	6	7	8	9	10	11	12
Engagement Preparation	█	█										
Internal Leadership Interviews		█	█									
Donor Giving Capacity Analysis		█	█	█	█							
DAR Organizational Readiness		█	█	█	█							
Developing Case for Support			█	█	█							
Confidential Interviews with Prospective Donors					█	█	█	█				
External Planning Considerations								█				
Analysis and Report Development								█	█	█		
Presentation of Results											█	█
Implementation Campaign Plan Development Campaign Counsel												



Outcomes and Performance Measurement

Project Management and Approach

BWF's key ingredients to a successful partnership are thorough preparation, clear and ongoing communication, and diligent management.

Preparation. BWF understands a successful engagement requires proper preparation. Before we begin our work, we will convene a project kickoff call with the BWF team and VCU members. This initial call is a great opportunity for team members to get to know each other and begin relationship building. During that call, we will confirm team leads, status call schedule, timeline, milestones, and goals. As part of the preparation, BWF will provide the development staff with an information request.

Communication. BWF is committed to transparency and open communication. Our philosophy is based on maintaining and encouraging collaboration between our team and our clients. We believe good communication requires an ongoing exchange of information, ideas, resources, and feedback. Our goal is to become seamless members of the VCU team and strong communication will be at the center of that goal.

Management. The BWF engagement manager will serve as the main point of contact and coordinate the team dedicated to each step of the BWF approach. The engagement manager will engage members of both teams to provide updates, address specific questions, and be a resource as the project moves forward to meet the agreed-upon timeline. The project will also be assigned a project associate who will serve as the day-to-day tactical point of contact. The engagement manager and the project associate will serve as an extension of the VCU team.

Deadlines. When BWF and VCU set a deadline, BWF is committed to meeting that deadline. We understand that even small delays can impact the entire project. We will work diligently to make sure that the trains run on time. If we expect that a deadline will not be met, we will notify the designated contact, provide an explanation for the delay, and make an immediate action plan to right the situation.

Accessibility. While the proposed BWF team will be your first point of contact and main partners for this engagement, you will have access to BWF's strong bench of consultant experts in all aspects of philanthropy. Whether you have questions related to systems, annual giving, principal giving, digital engagement, mid-level giving, pipeline development, talent management, or others—we have a teammate who can help. We are a diverse, full-service firm with the capacity to make firm team members (with varying levels of expertise and experience) available to VCU.

Decision Makers. At BWF, we pride ourselves on our unique team-based consulting model. This allows us to have our strongest and most specialized people advising on decisions. However, we always respect and work with our clients' decision-making protocols. As such, we will be looking toward VCU to support strategic decision-making during our partnership.

Alternative Voice. We provide an alternative voice through detailed planning, collaborative discovery, and strategic recommendations. All our clients bring a depth of experience and cultural nuance from their institution. We bring innovation and program development based in science and collaboration. We don't know better than you, we know different from you. We value our role as a contributor to your campaign decision-making and overall development strategies.

Overall Risk

The BWF project lead assigned to the engagement will create a project work plan at the start of the engagement, outlining milestones and key deadlines for the project. This work plan will be shared in electronic format with the key points of contact for the project at VCU. The BWF team will regularly monitor the work plan and will make requests for updates as deadlines approach. Missed deadlines or requests to push out the timeline, by either BWF or VCU, will be promptly communicated to project leads with adjusted timelines. If it is expected that key milestones will be missed (i.e., delivery of data for the analytic component of the work or getting assessment interviews scheduled), BWF will reach out to VCU with recommendations on an adjusted timeline and how that will impact key deliverables and other aspects of the project moving forward.

In the chance that staff turnover occurs on the BWF team during the project, VCU will be notified immediately, and a leader of the firm will reach out to discuss the plan for continuation of services and ensure that VCU is comfortable with the new BWF team members that are added mid-project.

Pricing

The below fee tables represent BWF's various approach options for the proposed work plan. We look forward to refining the scope as we continue partnership conversations.

Option 1: BWF Full-Service Approach

Description	Estimated Quantity	Price (Annual)	Extended Price
Engagement Preparation	1	\$6,550	\$6,550
Internal Leadership Interviews	1	\$9,100	\$9,100
Donor Giving Capacity Analysis	1	\$15,000	\$15,000
Wealth Screening	1	\$6,000	\$6,000
Predictive Modeling (4 models)	1	\$35,000	\$35,000
Engage Dx Constituent Survey	1	\$15,000	\$15,000
Personas/Clustering	1	\$22,500	\$22,500
Staff Survey	1	\$7,150	\$7,150
DAR Organizational Readiness	1	\$46,900	\$46,900
Case for Support (editorial)	1	\$2,000	\$2,000
Prospective Donor Interviews (40)	1	\$22,700	\$22,700
External Planning Considerations	1	\$1,100	\$1,100
Analysis and Report Development	1	\$31,200	\$31,200
Report Review and Presentations	1	\$6,900	\$6,900
Annual Campaign Counsel (\$7,700 per month)*	8	\$92,400	\$739,200
Biennial Campaign Analytics	4	\$25,000	\$100,000
Estimated Expenses			
Administrative Fee**	1	\$31,989	\$31,989
Campaign Planning Estimated Travel (4 visits per year)	1	\$15,000	\$15,000
Annual Campaign Counsel Estimated Travel (1 visit per year)	8	\$3,750	\$30,000
<i>The above are estimates and will vary depending on need</i>			
Total Proposal Amount			\$1,143,289
*This fee is based off of 24 days of counsel with project management support per year period, but can be adjusted based on the needs of VCU.			
**Administrative Fee is based on 3 percent of the total professional fees and is subject to change based on scope of work			

Option 2: BWF Analytics, Digital, and Advancement Service Reviews

Description	Estimated Quantity	Price (Annual)	Extended Price
Engagement Preparation	1	\$2,900	\$2,900
Donor Giving Capacity Analysis	1	\$15,000	\$15,000
Wealth Screening	1	\$6,000	\$6,000
Predictive Modeling (4 models)	1	\$35,000	\$35,000
Engage Dx Constituent Survey	1	\$15,000	\$15,000
Personas/Clustering	1	\$22,500	\$22,500
DAR Organizational Readiness - Digital and Advancement Services Review	1	\$21,300	\$21,300
Analysis and Report Development	1	\$8,300	\$8,300
Report Review and Presentations	1	\$3,600	\$3,600
Biennial Campaign Analytics	4	\$25,000	\$100,000
Estimated Expenses			
Administrative Fee**	1	\$6,888	\$6,888
Annual Analytics Counsel Estimated Travel (1 visit per year)	8	\$3,750	\$30,000
<i>The above are estimates and will vary depending on need</i>			
Total Proposal Amount			\$266,488
**Administrative Fee is based on 3 percent of the total professional fees and is subject to change based on scope of work			

Option 3: BWF Analytics

Description	Estimated Quantity	Price (Annual)	Extended Price
Donor Giving Capacity Analysis	1	\$15,000	\$15,000
Wealth Screening	1	\$6,000	\$6,000
Predictive Modeling (4 models)	1	\$35,000	\$35,000
Engage Dx Constituent Survey	1	\$15,000	\$15,000
Personas/Clustering	1	\$22,500	\$22,500
Analysis and Report Development	1	\$3,050	\$3,050
Report Review and Presentations	1	\$1,250	\$1,250
Estimated Expenses			
Administrative Fee**	1	\$2,934	\$2,934
<i>The above are estimates and will vary depending on need</i>			
Total Proposal Amount			\$100,734
**Administrative Fee is based on 3 percent of the total professional fees and is subject to change based on scope of work			

Expenses incurred in performing services will be billed in addition to our consulting fees inclusive of travel costs and a fixed administrative fee.

BWF Commitment and Philosophy

Our Commitment to You

BWF is committed to developing a relationship with its clients that fosters transparency and open communication. As a trusted partner, we aim to be accessible and support needs that may arise. Our philosophy is based on maintaining and encouraging collaboration between our team and our clients. We believe good communication requires an ongoing exchange of information, ideas, and feedback to ensure the client is continually apprised of the progression of the engagement. The project's lead consultant will be responsible for effectively communicating project updates to the appropriate VCU contact and resolving any issues that may arise during the engagement. Each project is also assigned a project associate who will oversee the project work plan and effectively liaise between the client and the consultants. Our consultants will use various modes of communication and technological tools based on the task at hand.

Business Philosophy

BWF prides itself on our dedicated and experienced consultants who are committed to being your partner and forwarding your mission. We are:

- **Practitioners.** Seasoned practitioners that have significant expertise in philanthropy, technology, and serving the needs of the nonprofit sector.
- **Specialists.** Specialists who function from a position of understanding that solid infrastructure boosts fundraising.
- **Partners.** Strategic partners that help clients ensure appropriate stewardship of people and financial resources.

BWF is also committed to advancing the philanthropic sector, discovering innovative and smarter ways to do business, and being a place that our employees love to work. Our values are:

- **Advance.** BWF is a mission-driven organization that is committed to advancing nonprofit members and being generous citizens.
- **Discover.** We are dedicated to finding "actually," using methodology, and collaborating with our partners to deliver the BWF way.
- **Thrive.** Our firm works daily to be the best place to work and build a culture that encompasses inclusiveness and character-first individuals.

“With BWF, we had a trusted industry partner to help us better understand the strengths and opportunities of our recently completed campaign, both in how it compared to other institutions and for an unbiased assessment of our own successes. BWF took great care in getting to know Arizona State University and the ASU Foundation so they would better understand our philanthropic culture.”

— Arizona State University

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Proprietary information on the following pages

The following pages include proprietary information related to BWF and its data security and storage with its vendor.



BWF Information Security Plan Summary

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